CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

REVISED AGENDA ● NOVEMBER 13, 2018

City Commission ChamberReg. CC Meeting/Installation of Elected Officials **7:00 PM**

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

HOLLY HILL
FLORIDA

City Commission Chamber
City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 2 - Commissioner
Penny Currie

District 3 - Commissioner
John C. Danio

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

a. Roll Call
b. Invocation
c. Pledge of Allegiance

2. INSTALLATION & OATH OF OFFICE OF NEWLY ELECTED OFFICIALS

3. REORGANIZATION OF CITY COMMISSION

A. Selection of Vice-Mayor
B. Appointments to Boards

1. East Volusia Regional Water Authority (EVRWA)

2. Transportation Planning Organization (TPO)

4. PRESENTATIONS

5. PUBLIC COMMENTS

6. APPROVAL OF MINUTES

1. Minutes - October 23, 2018 Regular City Commission Meeting and October 30, 2018 Workshop on Policies and Procedures

   (Requested by Valerie Manning, City Clerk)

7. CONSENT AGENDA - ITEMS (1 - 4)

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items. Is there anyone in the audience who wishes to speak on any item on the Consent Agenda?

1. Water and Sewer FY2018-2019 Vehicle Acquisition

   (Requested by John McKinney, Finance)

2. Stormwater Informational Update

   (Requested by John McKinney, Finance)

3. US 1 Utility Undergrounding 13ST03 Request for Scope Change

   (Requested by Walt Smyser, Public Works)

4. Phase Three of ERP Upgrade

   (Requested by John McKinney, Finance)

8. REGULAR AGENDA

1. Fully Insured Lines of Coverage - Health Insurance - January 1, 2019 - December 31, 2019

   (Requested by John McKinney, Finance)

2. Hurricane Irma Sub-Grant Agreement

   (Requested by John McKinney, Finance)

9. PUBLIC HEARINGS

Please silence any cell phone, pager or noise making device as not to interrupt the meeting. Staff will introduce each item for consideration, with comments and recommendations. The applicant or appellant and supporters will be heard first. Those in opposition to the request will be heard next. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that speakers keep their comments brief and try to limit these comments to information not previously discussed. Speakers should state their name and address clearly for the record. The City Clerk's office is required to retain any documents, photographs, drawings, etc. that are shown to the City Commissioners in support of a position. The City Commission may ask questions of speakers or of staff members. The Mayor will then ask the City Commission to make a recommendation or motion. Once a motion has been made and seconded, discussion will be closed to the floor. Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

1. Ordinance SECOND READING - Ordinance 3011 An Ordinance Amending Chapter 58, "Streets, Sidewalks and Certain Other Public Places," of the City Code of Ordinances by Adding a New Section Providing for Trespass Warnings Under Certain Circumstances for Public Property and Other Property Generally Open to the Public; Providing for Conflicts, Codification; Providing for Severability; Repealing All Ordinances or Parts of Ordinances in Conflict Herewith; and Providing an Effective Date.

   (Requested by Steve Aldrich, Police)

10. COMMUNICATIONS

A. City Manager & Staff Comments
B. City Attorney Comments
C. City Commission Comments
D. Mayor's Comments

11. ADJOURNMENT

Website Address – www.hollyhillfl.org (City Clerk)

NOTICE – If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and, for that purpose, he/she 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 to be based. The City does not prepare or provide such a record.

For special accommodations, please notify the City Clerk's Office at least 72 hours in advance. (386) 248-9441

Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.

In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the Commission proceedings should contact the City Clerk's Office no later than three (3) days prior to the proceedings.

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **November 13, 2018**
FROM: **Valerie Manning**
SUBJECT: **Minutes - October 23, 2018 Regular City Commission Meeting and October 30, 2018 Workshop on Policies and Procedures**
NUMBER: **(ID # 2263)**
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the October 23, 2018 regular City Commission meeting and the October 30, 2018 Workshop on Policies and Procedures.

STAFF RECOMMENDATION:

Approve both sets of minutes.

MOTION:

Approve the minutes as submitted by staff.

- Minutes - October 23, 2018 - Regular City Commission meeting (PDF)
- Minutes - October 30, 2018 - Workshop on Policies and Procedures for Personnel (PDF)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • OCTOBER 23, 2018

City Commission Chamber **Regular City Commission Meeting** **7:00 PM**

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

1. CALL TO ORDER

a. Roll Call

Attendee Name	Title	Status	Arrived
Arthur J. Byrnes	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Present	
John C. Danio	District 3 - Commissioner	Present	
Chris Via	District 4 - Commissioner	Present	
John Penny	Mayor	Present	

b. Invocation
Commissioner Via led the invocation.

c. Pledge of Allegiance
Mayor Penny led the Pledge of Allegiance to the Flag.

2. POSITIVITY AWARD

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_____

Kiwanis Club came forward and presented the Holly Hill Police Explorers with a $600.00 donation.

3. PRESENTATIONS

1.

City Government Day with Students

(Requested by Valerie Manning, City Clerk)

2.

Head Start Awareness Month

(Requested by Valerie Manning, City Clerk)

Attachment: Minutes - October 23, 2018 - Regular City Commission meeting (2263 : Minutes)

3.

Uniform Crime Report Update and Historical Look Back

(Requested by Steve Aldrich, Police)
Deputy Police Chief Jeff Miller came forward and presented a PowerPoint to the Mayor and City Commissioners on Uniform Crime Report and briefly went over the Part 1 total crimes over a six year average, Part 1 Violent crimes over a six year average, and Part 1 Property crimes over a six year average.

4.

FEMA Update by Finance Director John McKinney

(Requested by Joseph Forte, City Manager)
Mr. McKinney showed a PowerPoint presentation to the Mayor and City Commissioners on a FEMA update from Hurricanes Matthew and Irma.

Mayor Penny read the following proclamation into the record:

PROCLAMATION
BY THE MAYOR OF THE CITY OF HOLLY HILL, FLORIDA
DECLARING APRIL 17TH AS
EMPLOYEE APPRECIATION DAY

WHEREAS, On September 1, 2015, the Mayor began a community fitness, called the "Mayor's Challenge" to promote health and wellness; and

WHEREAS, the theme was developed by the Mayor as "I am Mile 417". The challenge consisted of a virtual walk from Key West to Holly Hill geared toward active participation to reach health and fitness goals. This event ended on December 4, 2015. However, this health initiative continued with this year's Mayor's Positive Steps program; and

WHEREAS, as 417 miles was established as the mile marker from Key West to Holly Hill as a theme to promote health and wellness among the community and employees, the Mayor of Holly Hill is hereby, proclaiming April 17th as the annual "*Employee Appreciation Day*"; and

WHEREAS, the City of Holly Hill employees dedicate themselves to the continuous improvement of the quality of life for Holly Hill citizens; and

WHEREAS, the Holly Hill employees are committed in the performance of their duties as they maintain the day-to-day operations of the city and represent a committement to the highest levels of ethics, performance, integrity, customer service and effiency and exhibit their dedication each and every day with professionalism to the citizens of Holly Hill; and

WHEREAS, the 17th of April will be declared as "*Employee Appreciation Day*" to express the city's appreciation and gratitude to our city employees.

Now, Therefore, I, John Penny, Mayor of the City of Holly Hill, Florida and on behalf of the City Commission, do hereby proclaim April 17th as:

Attachment: Minutes - October 23, 2018 - Regular City Commission meeting (2263 : Minutes)

EMPLOYEE APPRECIATION DAY

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 23rd day of October, 2018.

Commissioner Via made a motion to ***APPROVE APRIL 17th as EMPLOYEE APPRECIATION DAY****, seconded by Commissioner Byrnes.*
Mayor Penny opened public participation. No one spoke.
PASSED, 5-0.

4. PUBLIC COMMENTS

None.

5. APPROVAL OF MINUTES

1.

Minutes - October 9, 2018 -Workshop on Outdoor Displays Within the CRA and October 9, 2018 - Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

Enacted and approved this 23rd day of October, 2018, in Holly Hill

6. CONSENT AGENDA - NONE

None.

7. REGULAR AGENDA

1. Ordinance

SECOND READING - Ordinance 3011 An Ordinance Amending Chapter 58, "Streets, Sidewalks and Certain Other Public Places," of the City Code of Ordinances by Adding a New Section Providing for Trespass Warnings Under Certain Circumstances for Public Property and Other Property Generally Open to the Public; Providing for Conflicts, Codification; Providing for Severability; Repealing All Ordinances or Parts of Ordinances in Conflict Herewith; and Providing an Effective Date.

(Requested by Steve Aldrich, Police)
Mr. Forte stated this is the same ordinance that the City of Daytona Beach and Volusia County recently passed with regards to ordinance and State Statute violations occurring on public property, especially in the parks. The city's focus is to try and trespass people

Attachment: Minutes - October 23, 2018 - Regular City Commission meeting (2263 : Minutes)

who are violating the city's ordinances to keep their parks free from any unwanted activity.

Mayor Penny opened public participation. No one spoke.

RESULT:	**APPROVED AT 1ST READING [UNANIMOUS] Next: 11/13/2018 7:00 PM**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

2. Resolution

Resolution 2018-R-69 A Resolution of the City Commission of the City of Holly Hill, Florida, Renaming a Portion of 15Th Street to "Whac a Mole Way"; Providing for Conflicting Resolutions; Providing for Severability; and Providing for an Effective Date.

(Requested by Brian Walker, City Planner)

Mr. Forte stated Bob Space Racer's is where Whac-A-Mole is manufactured and it is a well-known arcade game and probably distributed throughout the country, throughout the world. It's a very popular game. Holly Hill is proud to be the home of Bob Space Racer's and the manufacturing of Whac-A-Mole. The city has made national news by recognizing Bob Space Racer's for Whac-A-Mole.

Mayor Penny opened public participation. No one spoke.

Mayor Penny mentioned the text he received from Tony Cassatta and thanked everyone for their support over the years and vote on this and apologized for not being able to attend the meeting.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Arthur J. Byrnes, District 1 - Commissioner
SECONDER:	Chris Via, District 4 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

RESOLUTION

Enacted and approved this 23rd day of October, 2018, in Holly Hill

3. Resolution

Resolution 2018-R-70 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Accept and Approve Its Designated Portion of the Volusia County Integrated Floodplain Management Plan. Providing for Severability and Providing an Effective Date.

(Requested by Joseph Forte, City Manager)

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Mayor Penny opened public participation. No one spoke.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

RESOLUTION

Enacted and approved this 23rd day of October, 2018, in Holly Hill

4.

RFQ 18-PW-01 - Professional Surveying Services

(Requested by John McKinney, Finance)
Mayor Penny opened public participation. No one spoke.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Chris Via, District 4 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

Enacted and approved this 23rd day of October, 2018, in Holly Hill

5.

2019 Aquatech B-10 Jet/Vacuum

(Requested by John McKinney, Finance)
Mayor Penny opened public participation. No one spoke.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Arthur J. Byrnes, District 1 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

Enacted and approved this 23rd day of October, 2018, in Holly Hill

6.

Capital Lease - 2018 Aquatech B-10 Jet/Vac

(Requested by John McKinney, Finance)

Attachment: Minutes - October 23, 2018 - Regular City Commission meeting (2263 : Minutes)

Mayor Penny opened public participation.

The following individual spoke to the Mayor and City Commission: Lynne Smith, Holly Hill.

Mayor Penny closed public participation.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

Enacted and approved this 23rd day of October, 2018, in Holly Hill

8. PUBLIC HEARINGS

1. Ordinance

SECOND READING - Ordinance 3010 An Ordinance of the City Commission of the City of Holly Hill, Florida, Adopted Pursuant to Florida Statute, Section 166.031, Incorporating into the City of Holly Hill Charter Amendments, a Referendum was Passed During the Municipal General Election Held on Tuesday, August 28, 2018, Repealing the Civil Service Act and Approving the 4-Year Staggered Terms for the Mayor and City Commissioners; Repealing All Ordinances in Conflict Herewith; Providing for Severability; and Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)
Mayor Penny opened public participation. No one spoke.

RESULT:	**ADOPTED AT 2ND READING [UNANIMOUS]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

ORDINANCE

Enacted and approved this 23rd day of October, 2018, in Holly Hill

2.

Variance Request - Commercial Drive (602) Side and Rear Setback

(Requested by Brian Walker, City Planner)
Mayor Penny opened public participation.

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Larry "Beanie" Taylor, 602 Commercial Drive, the applicant was present to answer questions the Commission might have.

Mayor Penny closed public participation.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Chris Via, District 4 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

Enacted and approved this 23rd day of October, 2018, in Holly Hill

9. COMMUNICATIONS

A. City Manager & Staff Comments

Mr. Forte informed the Mayor and Commissioners that he would like to schedule a daytime workshop to go over the Policy and Procedures with them that staff has worked on.

There was ***consensus*** from the Commission to have it on **TUESDAY, OCTOBER 30, 2018 at 3:00 PM until 5:00 PM** in the large conference room.

Mr. Forte thanked Commissioner Byrnes for his many years of service for Holly Hill and enjoyed working for him and wished him all the best.

B. City Attorney Comments

Attorney Simpson thanked Commissioner Byrnes for his years of service and enjoyed working with him; wished him all the best.

C. City Commission Comments

Commissioners Currie, Danio, Via and Mayor Penny thanked Commissioner Byrnes for his years of serving and dedication to the citizens of Holly Hill and enjoyed having the opportunity to work with him and wished him all the best and encouraged him to stay in touch and hopes that he continues to come around and visit and come to the meetings. The Commissioners congratulated Commissioner Via on his election as Mayor and are looking forward to working with him as the city's new Mayor.

D. Mayor's Comments

10. ADJOURNMENT

The meeting adjourned at approximately 9:00 PM.

Attachment: Minutes - October 23, 2018 - Regular City Commission meeting (2263 : Minutes)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • OCTOBER 30, 2018

Large Conference Room | **Work Session** | **3:00 PM**

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

1. CALL TO ORDER

a. Roll Call

Commissioner Arthur Byrnes present for the meeting. Commissioner-Elect Roy Johnson was present for the meeting.

Attendee Name	Title	Status	Arrived
Chris Via	Mayor	Present	
John Penny	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Present	
John C. Danio	District 3 - Commissioner	Present	
Roy Johnson	District 4 - Commissioner	Present	

2. POLICIES AND PROCEDURES DISCUSSION

1.

Policies and Procedures Discussion

(Requested by Valerie Manning, City Clerk)

Mr. Forte stated the purpose of this workshop is to go over the Personnel Rules and Regulations that staff has been working on. He thought this might be a lot easier if they did a quick work session, answer any questions that the Commission might have, and hopefully the Commission has had a chance to review it. This is what they will call the "working draft" (showing them the Rules and Regulations on the overhead projector). The Commission will actually see items that were added and later deleted or items that were put in a spot and then they were relocated to another spot so it's a very rough, working draft of underlines and strike through's. If the Commission had a chance to review it, staff can just answer questions rather than go through and read every page because there are 154 pages. Many of the changes that are recommended in the draft are legally, so to speak, that they need to update as far as ADA compliance, the general statement, the dress code. Some things like that where staff is just trying to clean some things up so that the Personnel Rules and Regulations actually reflect what they're doing today. These haven't been updated, he thinks, since he was here the last time in 2007. That was the last time staff updated the Rules and Regulations. It's a good eleven years old. Staff will try to address the Commissioners questions. He thinks what's important is, when he sends this to the Commission, which will probably be, depending upon the

Attachment: Minutes - October 30, 2018 - Workshop on Policies and Procedures for Personnel (2263 : Minutes)

changes that the Commission make or ask for, will come before the Commission at the end of November or the first meeting in December. If the Commissioners have questions that's fine or as they go through the draft…like he said he doesn't want to read everything because some of these things…keep in mind, he will tell them this has been through all three (3) Unions with no objection and it's been through the Labor Attorney and the Labor Attorney did make modifications to the IT Policy so the Commission will see a very long IT Policy that's been struck through and then another one that's been added in. The following sections were briefly mentioned by consensus of the Mayor and City Commissioners: Section 3.5 - Annual Performance Evaluation; Section 4.3 - Medical Examination; and Section 10.9 - Smoke-Free, Tobacco-Free Workplace. Mr. Forte stated over the next week or two, if any of them have any questions, staff will try to fit them in and he will go through the changes with them as they do their one-on-ones. Smoking won't be in the policy, it will be in the wellness program that next year when they do their insurance renewals they will make it part of that. The city's HR department and insurance provider will address that. The city has put programs in place where they have tried to send people through smoking sensation programs, tried to get them to give it up. They were actually free programs that they could have gone through Florida Health Care. Anything the city can do to try and get people off smoking.

OTHER BUSINESS DISCUSSED:

Mr. Forte stated he knows they can't vote at a workshop but he wanted to remind them that the Cruisin' the Hill for School Supplies/Car Show is this Saturday, November 2, 2018. If they remember last year, it was kind of a last minute thing and the city pushed it through and this year it wasn't supposed to be a last minute thing but it kind of still is a last minute thing so unless there's objection, the city didn't go through the process of the full Special Event Review process and paying a permit, etc. So, at the end of this car show when they do their follow up meeting with Tony Cassata, he wants to be able to hand Mr. Cassata a Special Events Permit application for next year so that he goes through the full process because there is a cost to this event. There's a cost for staff, there's a cost for Law Enforcement, there's a cost for Public Works employees, and it's coming out of taxpayers' dollars. Now, it's a good event and he doesn't have a problem doing it, he just needs the Commission to direct him to do it. He just wants to make sure that everyone knows and is aware that there's no revenue coming to the city for this event. It's a good event but if the city is going to do it in the future then they need to consider…

Mayor Penny asked would it be appropriate to put it on the Special Event Calendar?

Mr. Forte stated no, because with the special event calendar, what that does, it opens the door up for businesses to put other things on it.

Mayor Penny stated, okay.

Commissioner Currie stated she doesn't know that she would like to see the city charge the permitting and all that's associated with it. It is a good event and she thinks it brings people to the city and it's going to help to continue to do that.

Mr. Forte stated and he's not putting it down for that. His concern is right now if someone gets hurt at the event and they have insurance but the city doesn't have anything that says it was City Commission approved. So, that has him a little bit concerned. He's concerned that "another" group comes to him and says, "Hey, I want to do this show on your front lawn", and he turns around and says, "No, I don't think so."

Attachment: Minutes - October 30, 2018 - Workshop on Policies and Procedures for Personnel (2263 : Minutes)

Commissioner Currie stated she thinks it's a good idea they hand Mr. Cassata the application and go through the process.

Mr. Forte stated the Commission can decide to waive the fees but "you", the Commission, should do that not him, the Administrator. If the Commission wants to say because it's in the CRA, the city is going to provide them with Law Enforcement and the Public Works staff to do it because they think it's a benefit, the Commission can do that, he shouldn't do that on his own and because then the Commission has the ability to turn someone down and say no. Mr. Forte stated he will also tell the Commission that the city has, through Pat Abernathy who works with Tony Cassata on this event is bringing forward someone who is going to put on an Arts and Crafts Show and the coordinators of this Arts and Crafts Show are well-known because they do the same show in Winter Park.

Mayor Penny stated these are the people that do the same art show on Beach Street in Daytona.

Mr. Forte stated so, it's going to put the city over the top. The city is starting to get a lot of good recognition.

Mayor Penny stated he thinks it's important that the city knows the cost of it though.

The Commissioners agreed to that.

3. ADJOURNMENT

The workshop adjourned at approximately 4:20 PM.

Attachment: Minutes - October 30, 2018 - Workshop on Policies and Procedures for Personnel (2263 : Minutes)

HOLLY HILL
FLORIDA

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 11/13/18 07:00 PM
Department: Finance
Category: Consent Agenda
Prepared By: John McKinney
Initiator: John McKinney
Sponsors:
DOC ID: 2272

CONSENT AGENDA (ID # 2272)

Water and Sewer FY2018-2019 Vehicle Acquisition

DISCUSSION:

The City Commission approved as part of the Fiscal Year 2018-2019 budget an Admin SUV replacement for vehicle #596. This was detailed per Resolution 2018-30 in the Fiscal Year 2018-2019 budget. In reviewing the competitive bid pricing it has been suggested by your Fleet Division that this vehicle be replaced with a ½ ton crew cab truck. The cost to the City are comparable and due to the requirements of the job of your City Engineer this is a reasonable change.

Current City of Holly Hill Purchasing Policies and Procedures

Per Resolution 2018-30 "Purchasing Policy" - The City Manager or designee shall have the authority to approve all purchase orders, contracts and Master Agreements up to $50,000 for projects, goods and services that are detailed in the adopted budget as long as award is to the lowest responsive, responsible bidder in a competitive environment.

FISCAL ANALYSIS:

No change to the budgeted amount of $26,800 in account 400-8110-580.64-00, just informational.

STAFF RECOMMENDATION:

No formal action is necessary as there is no change to the budgeted amount.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partner ships.

MOTION:

AUTHORIZE THE CITY MANAGER TO PURCHASE THE REPLACEMENT VEHICLE FOR AN AMOUNT NOT TO EXCEED $26,800.

HOLLY HILL
FLORIDA

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 11/13/18 07:00 PM
Department: Finance
Category: Consent Agenda
Prepared By: John McKinney
Initiator: John McKinney
Sponsors:
DOC ID: 2271

CONSENT AGENDA (ID # 2271)

Stormwater Informational Update

DISCUSSION:

In reviewing changes associated with the update to Article VI Stormwater Utility System there have been several billing items that need to be brought to the Commissions attention. They are as follows

1. 1200 Center Ave. This is the old school board property that was purchased in part by Synergy Billing for the Fountain Head project. There has been no billing associated with this parcel since it was purchased and Public Works has completed the calculation based on the current buildings an impervious area. Their Residential Unit (ERU) calculation is 28.5. This translates to $228 monthly or $2,736 annual for their stormwater assessment. This will be billed starting in November as part of their monthly utility bill and will be added in 2019 to the non-ad-valorem assessment on the annual tax bill. This is in accordance with Section 70-306 and 70-306.1 of our Ordinances.
2. 1500 Center Ave. This is the current Volusia County elementary and middle school. There has been no billing associated with this property in recent years. With the changes to Article VI, this can be collected as a surcharge on the monthly utility bill. Their estimated Residential Unit (ERU) calculation is 117.80. This translates to $942.40 monthly or $11,308.80 Public Works is working to confirm this information as the City does not have their impervious calculation data. Was confirmed this will be billed monthly.
3. 1700 State St. Warehouse - Since October 2011 when the City began placing the Stormwater Assessment on the annual tax bill the City continued to bill annually this charge. Being a business HOA neither the City nor the HOA caught this double billing over the past eight years until the recent changes to Section 70-306 and 70-306.1 and the City offered for the annual billing to alternatively be sent as a monthly charge. This double billing will create a refund of $9,844.94. This has been rectified and will only be sent annually as a non-ad-valorem assessment on the annual tax bill. Account 46283-14086.

These items are to make Commission aware of items found regarding your Stormwater Utility System billings.

FISCAL ANALYSIS:

460-0000-343.90-80 $2,817.46 net increase in revenues for FY2019 which is offset by the refund

STAFF RECOMMENDATION:

Motion to authorize staff to make the necessary adjustments to the three parcels.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

MOTION:

Motion to authorize the City Manager to initiate stormwater billings for 1200 and 1500 Center Ave. and issue a refund to 1700 State St. on account 46283-14086.

HOLLY HILL
FLORIDA

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 11/13/18 07:00 PM
Department: Public Works
Category: Consent Agenda
Prepared By: Beth Wrenn
Initiator: Walt Smyser
Sponsors:
DOC ID: 2269

CONSENT AGENDA (ID # 2269)

US 1 Utility Undergrounding 13ST03 Request for Scope Change

DISCUSSION:

The US1 Utility Undergrounding project is now entering into the 15th month of construction that began with the secondaries conversion and now the primaries, including streetlights and ITS. Our original Task Order dated May 29, 2015 included Construction Phase Services for the entire project and assumed a total of nine (9) months of construction with three (3) months of concurrent activity (primaries and secondaries construction). Inspection (Resident Project Representative, RPR) fees were based on an average four (4) hours per day.

Mead & Hunt has been able to manage the construction administration and inspection coverage to extend the original budget through July or 13 months. We expect the construction to continue through December based on Change Order #3 recently granted to the Contractor and the awarded ITS cable work to a second Contractor, thus extending the total construction duration to 18 months.

At this time, we are requesting approval/execution of the attached scope change due to this extended construction duration. The requested amount is based on the following:

Original Construction Contract Administration Fee	$32,860.00
Original Inspection Fee	$44,850.00
Total	$77,710.00 for $8,634.44/mo. for 9 mos

Additional estimated fees 5 months at $8,634.44/mo. August-December	$43,172.20
less iTS Task Order Construction Phase Fees	($19,150.00)
Net Additional Requested Fees	$24,022.20

The requested additional fees of $24,022.20 are less than the $30,000 estimate calculated into the project last fiscal year.

FISCAL ANALYSIS:

Budgeted item in 139-8110-580.63-00 $24,022.20

STAFF RECOMMENDATION:

Staff recommends approval of the change order to Mead & Hunt in the amount of $24,022.20

COMMISSION GOAL:

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

Goal #3: Implement the CRA master plan with a focus on the best utilization of vacant properties and blighted properties in the city. Attention should also focus on infrastructure improvements within the district and strategies to encourage private investment and business retention.

MOTION:

Motion to approve the change order to Mead & Hunt in the amount of $24,022.20.

Mead & Hunt
4401 Eastport Parkway
Port Orange, FL 32127
386-761-6810
meadhunt.com

August 29, 2018

Walt Smyser
Public Works Deputy Director
City of Holly Hill
453 LPGA Boulevard
Holly Hill, FL 32117

Email: wsmyser@hollyhillfl.org
Hard Copy Mailed Only on Request

Re: US1 Utility Undergrounding

Dear Walt:

The US1 Utility Undergrounding project is now entering into the 15th month of construction that began with the secondaries conversion and now the primaries, including streetlights and ITS. Our original Task Order dated May 29, 2015 included Construction Phase Services for the entire project and assumed a total of nine (9) months of construction with three (3) months of concurrent activity (primaries and secondaries construction). Inspection (Resident Project Representative, RPR) fees were based on an average four (4) hours per day.

We have been able to manage our construction administration and inspection coverage to extend our original budget through July or 13 months. We expect the construction to continue through December based on Change Order #3 recently granted to the Contractor and the awarded ITS cable work to a second Contractor, thus extending the total construction duration to 18 months.

At this time, we are requesting approval/execution of the attached scope change due to this extended construction duration. The requested amount is based on the following:

Original Construction Contract Administration Fee	$32,860
Original Inspection Fee	$44,850
Total	$77,710
	(or $8,634.44/mo. for 9 mos.)
Additional estimated fees (5 months at $8,634.44/mo., August-December)	$43,172.20
Less ITS Task Order Construction Phase Fees	($19,150.00)
Net Additional Requested Fees	$24,022.20

Attachment: Request for Scope Change 8.28.18 (2269 : US 1 Utility Undergrounding 13ST03 Request for Scope Change)

Please note that the additional requested fees and extension of original monthly cost reflects our hourly rates that were effective in 2015. We are not requesting increases in those rates as part of this request. The requested additional fees are less than the $30,000 estimate of such that was previously provided in recent project budgets.

Please let us know if this request is acceptable or if you have any questions.

Sincerely,

David A. King, P.E.
Vice President/Business Unit Leader

DAK:bf

Enclosure: Scope Change

Attachment: Request for Scope Change 8.28.18 (2269 : US 1 Utility Undergrounding 13ST03 Request for Scope Change)

Scope change

Project Name: US1 Utility Undergrounding
Project Location: Holly Hill
Project number: 1000710-171304.01
Date: 8/28/2018

Client: CITY OF HOLLY HILL
Client representative: Walt Smyser
Mead & Hunt Manager: David A. King, PE
Mead & Hunt, Inc. phone: (386) 761-6810

1. Client hereby authorizes the following changes in the scope of work:
   Additional construction contract administration and resident project representative (RPR) effort.

2. The effect of these changes in the scope of work is as follows:
   Extension of services five (5) additional months.

3. The reasons for these changes in the scope of work are as follows:
   An extended construction duration due to non-concurrent secondaries and primaries construction and additional primaries construction.

4. Additional Mead & Hunt fees: $24,022.20

5. Revised project completion date: December 2018.

6. Project manager's comments: See correspondence dated August 28, 2018.

Mead & Hunt shall commence work on this change as soon as it receives this signed document by delivery, regular mail, fax or e-mail.

This change in work or scope change is subject to the terms and conditions of the contract executed for this project dated 5/29/2015.

For:	MEAD & HUNT, INC.	For:	CITY OF HOLLY HILL
By:		By:	
Name:	David A. King, P.E.	Name:	
Title:	Vice President/Business Unit Leader	Title:	
			The above person is authorized to sign for Client and bind the Client to the terms hereof.
Date:	August 28, 2018	Date:	
Approval:		Approval	
	required if signature above is not authorized to sign contracts		

Copyright © Mead & Hunt, Inc.
(No copying or use without written permission)

Attachment: Request for Scope Change 8.28.18 (2269 : US 1 Utility Undergrounding 13ST03 Request for Scope Change)

HOLLY HILL
FLORIDA

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 11/13/18 07:00 PM
Department: Finance
Category: Consent Agenda
Prepared By: John McKinney
Initiator: John McKinney
Sponsors:
DOC ID: 2261 A

CONSENT AGENDA (ID # 2261)

Phase Three of ERP Upgrade

DISCUSSION:

During the Fiscal Year Budget Workshop on June 26, 2018 it was discussed our ERP upgrade timeline and additional upgrades to our City website, electronic imaging and other enhancements in our use of technology.

Staff has found that the Image One's contract with the Columbia County Sheriff as approved by their Sheriff on March 5, 2018 is the most advantageous price for our file scanning services. Once approved by the city manager, staff working on this project will work with users of the records to implement a city wide comprehensive file scanning system. Implementation of a new file scanning system is our Phase Three of our ERP upgrade. This would be a piggyback contract form another entity.

The City Commission approved on April 24, 2018 for staff to contract with Quatred for mobile tablet devices. The proposal did not include the migration to the Cloud with Superion. This migration requires a one time interface from premise to Cloud with Superion. This would be a sole source procurement.

Current City of Holly Hill Purchasing Policies and Procedures per Resolution 2018-R-30

POLICY 2.25 EXEMPTION FROM BIDDING PROCEDURE

Sole source or Standardization procurement is exempt from bidding procedures. The using department must submit to the Finance Department in writing for his/her approval the attempts made, or the data collected to substantiate declaring a product or service "sole source". The City Commission must approve the award of the contract if the dollar amount exceeds $25,000.

POLICY 2.39 OTHER GOVERNMENT ENTITIES' CONTRACTS

The City may utilize (piggy-back) any other government entity's open contracts that have been competitively bid and awarded to the low responsive, responsible bidder meeting specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, "GSA Contracts". When another entity's contracts is to be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirements regarding competitive bidding and award.

FISCAL ANALYSIS:

The City budgeted $500,000 for the overall ERP project. The first phase of upgrading our current systems was $106,083.53. This second phase will cost $33,096 (Superion $18,396 and Municode $14,700). The third phase would be $18,645 which is budgeted as part of the FY2019 budget. This leaves approximately $342,175 for our overall ERP and technology upgrades. The annual maintenance fees for all solutions will be a budgeted part of the adopted annual budget.

STAFF RECOMMENDATION:

That the City Manager execute the associated Agreements and issue purchase orders to the following company in the following amounts for Phase Three:

Image One	$17,395	AppXtender Content Management System
Quatred	$1,250	Mobile Interface from Premise to Cloud

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

MOTION:

AUTHORIZE THE CITY MANAGER TO EXECUTE ALL AGREEMENTS WITH IMAGE ONE AND QUATRED FOR PHASE THREE OF THE ERP UPGRADE.

Sales Proposal

Date: 10/12/2018

Jonathan McKinney
City of Holly Hill
1065 Ridgewood Ave

Holly Hill
FL
32117

Image One

Proposal Type
Software or System

Sales Person Chris Kallenberger
6202 Benjamin Road, Suite 103, Tampa, FL 3363
4307 Vineland Road, Suite H-6, Orlando, FL 3281
Telephone: 800-956-9000
Facsimile: 813-887-5359

Phone: 386-248-9420 Quote ID #: AX Content Management S Fax:

Qty	Description	Price Each	Price Extended
	AppXtender Content Management System Ref. Columbia County Sheriff CMS		
1	Application Xtender 5 user corepack (7500 list) Includes: Retention Management AX Web Services AX Media Distribution AX For MS-Office	$6,095.0000	$6,095.00
1	Application Xtender 5 user corepack Annual Maintenance	$1,875.0000	$1,875.00
1	AX Connector 5 users (2500 list) Interface to gmail	$2,050.0000	$2,050.00
1	AX Connector Annual Maintenance	$625.0000	$625.00
1	Professional Services Includes: All Software and Hardware Installation Application Design and Setup Retention Management Setup Testing of all System Components User and Administrator Training Maintenance Cost Paid Year One $2500.00 This will be your annual renewal price. Open Text has not had any price increases since they owned the product. Our experience with other vendors has been from **2-5% when they have put in a price increase.**	$6,750.0000	$6,750.00

Est. Shipping:

Terms: Net 30 TOTAL: $17,395.00

Customer Acceptance

By signing below, the customer warrants that he/she is authorized to place order on behalf of the company, accepts the terms of this agreement, and authorizes Image One to order the equipment or software quoted herein, install the equipment or software at the customer's location, and remit timely payment to Image One Corporation. Customer agrees that invoiced amounts not paid to terms will be subject to late fees of 1 and 1/2 percent per month. All sales are Final. Defective products with be either fixed or replaced.

Chris Kallenberger

Customer Acceptance Date Image One Corporation
City of Holly Hill

Prices are firm for 30 days from the date of this proposal and are subject to change without notice thereafter.

Attachment: Image One File Content Management Proposal (2261 : Phase Three of ERP Upgrade)

quatreD "Touchless Technologies"

Cloud Migration Proposal

October 22, 2018

CENTRALSQUARE TECHNOLOGIES

Item Description	Item Number	Total Amount
PREMISE TO CLOUD MIGRATION		
Migrate QUICK® Mobile Interface from PREMISE to CLOUD Migrate QUICK® Mobile Client Interface to Cloud Migrate QUICK® Mobile Computer(s) to Cloud Migrate QUICK® Web Services to new PREMISE server or CLOUD server Migrate QUICK® Library to Cloud Migrate Barcode Printer(s) to Cloud Test, Confirm, Document Migration	QUA-MIGR	$1,250.00
	STANDARD TERMS:	**$1,250.00**

IMPORTANT NOTES

This pricing in this proposal is valid for 30 days from date of proposal and may be rescinded at any time
This proposal is confidential and may not be copied or distributed without written permission.
Purchaser is responsible for all sales and/or use taxes associated with this sale (where applicable)
Purchaser is responsible for all shipping, handling, and insurance charges included in above proposal
All migration work will be performed remotely

Approval

PRINTED NAME

AUTHORIZED SIGNATURE

DATE

Attachment: Quatred-CentralSquare Migration to Cloud 2018-10-22 (2261 : Phase Three of ERP Upgrade)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **November 13, 2018**
FROM: **John McKinney**
SUBJECT: **Fully Insured Lines of Coverage - Health Insurance - January 1, 2019 - December 31, 2019**
NUMBER: **(ID # 2265)**
APPLICANT:
PLANNER: **Diane Cole**

DISCUSSION:

Each year the City's agent of record, Brown and Brown, Employee Benefits Division solicits requests for proposals to carriers to provide group insurance coverage for the City of Holly Hill's eligible employees.

Based on the analysis of the plan coverage's and rates received from these carriers, it was determined by our agent of record to bind coverage for the following lines of coverage as follows:

Type of Coverage	Carrier	Annual Premium	% Change
Health Insurance HMO T32	Florida Health Care	$207,292	5.5 %
Health Insurance HMO T26	Florida Health Care	$556,438	5.5 %
Health Insurance HDHP T95	Florida Health Care	$260,727	5.5 %
Life Insurance %	SunLife	$23,583	14.8
Dental Insurance (Voluntary) %	MetLife Dental	$45,815	(2.6)
Vision Insurance (Voluntary)	Eyemed	$5,297	0 %

The Voluntary coverage's listed above premiums are paid solely by the individual employee that elects to receive coverage. Life insurance is a benefit provided based on class definitions. Health Insurance is provided to the employee with the employee having to pay a portion if they choose the T26 and T32 plan and have to buy for all of dependent coverage.

FISCAL ANALYSIS:

The City's contribution on the behalf of each employee is fully funded within the 2018-2019 budget.

STAFF RECOMMENDATION:

Authorize the City Manager to enter into a contract with SunLife Insurance, Eyemed Insurance, Metlife Insurance and Florida Healthcare Plans to provide group medical insurance for the plan year of 1/01/2019 to 12/31/2019 in accordance with the attached renewal proposals. Also, continue for the employees enrolled in the T95 (HDHP) Health Savings Account plan the annual one time amount of $1,893.84 into their health savings account.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

MOTION:

Authorize the City Manager to execute the contracts with SunLife Insurance, Eyemed, Metlife Insurance and Florida Healthcare Plans to provide group medical insurance for the plan year of January 1, 2019 to December 31, 2019.

- Final Group Health Proposals (PDF)

Executive Summary of Medical & Prescription Drug Coverage
City of Holly Hill
January 1, 2019 - December 31, 2019

	Sold Plans								
Vendor	Florida HealthCare			Florida HealthCare			Florida HealthCare		
Plan Name	T32			T26			HDHP T95		
Plan Type	HMO			HMO			H.S.A		
Plan Details	*Network*			*Network*			*Network*		
	Single		*Family*	*Single*		*Family*	*Single*	*Family*	*Family*
Plan Deductible:	$0		$0	$250		$500	$1,350		$2,700
Embedded Deductible:	N/A			Yes			No		
Calendar or Policy Year:	Calendar			Calendar			Calendar		
Coinsurance:	15%			10%			20%		
Maximum Out-of-Pocket:	$2,500		$5,000	$3,500		$7,000	$3,000		$6,000
(Includes Deductible, Copay, Rx)	Yes, Yes, Yes			Yes, Yes, Yes			Yes, N/A, Yes		
Physician Services									
Office Visit:	$20			$20			Deductible + Coinsurance		
Specialist:	$35			$40			Deductible + Coinsurance		
Chiropractic:	$15			$20			Deductible + Coinsurance		
Telemedicine:	$10 (PCP) | $30 (Specialist)			$10 (PCP) | $30 (Specialist)			Ded + $10 (PCP) | Ded + $30 (Specialist)		
Hospital / Emergency Services									
Inpatient Hospital Per Admission:	$250/day (5 day max)			Deductible + Coinsurance			Deductible + Coinsurance		
Emergency Room:	$200			$250			Deductible + Coinsurance		
Urgent Care:	$75			$100			Deductible + Coinsurance		
Outpatient Surgical Facility:	$400			Deductible + Coinsurance			Deductible + Coinsurance		
Ambulatory Surgery Center:	$200			Deductible + Coinsurance			Deductible + Coinsurance		
Diagnostic Services									
Lab & X-Ray Outpatient:	$0			$0			Deductible + Coinsurance		
Advanced Imaging Services (MRI, MRA, PET	$25			Deductible + Coinsurance			Deductible + Coinsurance		
Prescription Drug									
Deductible:	N/A			N/A			N/A		
Prescription Tier	$3 | $10 | $30 | $55 | 15% | 25%			$3 | $10 | $30 | $55 | 15% | 25%			$3 | $10 | $30 | $55 | 15% | 25%		
Walgreens	$15 | $15 | $35 | $60			$15 | $15 | $35 | $60			$15 | $15 | $35 | $60		
Mail Order Prescription (90 Day Supply):	$6 | $27 | $87 | $162			$6 | $27 | $87 | $162			$6 | $27 | $87 | $162		
Non-Network Plan Details	*Non-Network*			*Non-Network*			*Non-Network*		
Plan Deductible:	N/A			N/A			$2,600		$5,200
Coinsurance:	N/A			N/A			40%		
Maximum Out-of-Pocket:	N/A			N/A			$6,000		$12,000
Per Occurrence Deductible (Inpatient/Outp	N/A			N/A			N/A		
Plan Rates | Current Enrollment		Sold Plans			Sold Plans			Sold Plans	
Employee:	15	$790.95		43	$708.26		23	$554.69	
Employee + Spouse:	4	$1,352.53		4	$1,211.13		5	$948.52	
Employee + Child(ren):	0	$1,352.53		3	$1,211.13		2	$948.52	
Family:	0	$1,661.00		5	$1,487.35		2	$1,164.85	
Estimated Monthly Premiums:	19	$17,274		55	$46,370		32	$21,727	
Estimated Annual Premiums:		**$207,292**			**$556,438**			**$260,727**	
Rate Change from Current (%):		5.5%			5.5%			5.5%	

Notes:

* Deductible Changed from $1,300 ($2,600)

	Current	Sold Plans
Estimated Grand Total Annual Premiums:	**$971,037**	**$1,024,457**
PEPY	$9,161	$9,665
Rate Change from Current (%):		5.5%
Rate Change from Current ($):		$53,420

Rates subject to final enrollment and underwriting

Attachment: Final Group Health Proposals (2265 : Fully Insured Lines of Coverage - Health Insurance -

Executive Summary of Dental Coverage
City of Holly Hill
January 1, 2019 - December 31, 2019

		Sold Plans
Vendor		MetLife
Network:		Metlife Dental
Plan Name:		PPO
		Network
Plan Details		***Single*** / ***Family***
Coinsurance Percentage (Preventive | Basic | Major | Ortho		100% | 80% | 50% | 50%
Deductible (Family Maximum):		$50 / $150
Deductible Waived for Preventive:		Yes
Calendar Year Maximum:		$5,000
Orthodontic Lifetime Maximum:		$1,000
Included Adult Ortho:		Yes
Dental Services		***Benefit Level*** / ***Frequency***
Routine Exam & Cleaning:		Preventive / 2 per year
Fluoride Treatment:		Preventive / 2 per year, under 14
X-Ray (Bitewings):		Preventive / 1 per year
X-Ray (Full Mouth):		Preventive / 1 per 5 years
Sealants:		Preventive / 1 per 3 yrs, under 16
Fillings:		Basic / 1 per 2 years
Oral Surgery (Simple):		Basic
Oral Surgery (Complex):		Basic
Root Canal Therapy:		Basic / 1 per lifetime
Periodontal Scaling:		Basic / 1 per 2 years
Periodontal Surgery:		Basic / 1 per 3 years
Crowns:		Major / 1 per 10 years
Bridges		Major / 1 per 10 years
Dentures:		Major / 1 per 10 years
Implants:		Major / 1 per 10 years
Non-Network Details		***Non-Network***
Coinsurance Percentage (Preventive | Basic | Major | Ortho		100% | 80% | 50% | 50%
Deductible (Family Maximum):		$50 / $150
Deductible Waived for Preventive:		Yes
Calendar Year Maximum:		$5,000
Percent of UCR:		90th
Waiting Periods:		None
Late Entrant Penalties:		None
Allows Annual Open Enrollment:		Yes
Included Rollover:		No
Employer Contribution:		0%
Participation Requirement:		74%, at least 10 enrolled
Rate Guarantee:		1 Year (1/1/2019 - 12/31/2019)
Plan Rates | Current Enrollment		Sold Plans
Employee:	55	$29.82
Employee + Spouse:	16	$61.39
Employee + Child(ren):	8	$68.74
Family:	6	$107.61
Total:	85	
Estimated Monthly Premiums:		$3,818
Estimated Annual Premiums:		**$45,815**
PEPY		**$539**
Rate Change from Current (%):		-2.6%
Rate Change from Current ($):		-$1,217

Notes:

Attachment: Final Group Health Proposals (2265 : Fully Insured Lines of Coverage - Health Insurance -

Executive Summary of Vision Coverage
City of Holly Hill
January 1, 2019 - December 31, 2019

		Sold Plans
Vendor		Eyemed
Network		Eyemed
Plan Name		PPO Vision
Copays		***Network***
Exam:		$10
Materials:		$25
Contact Fitting & Follow-up:		$40
Frequencies		
Exams:		12 months
Lenses:		12 months
Frames:		24 months
Contacts:		12 months
Allowances		
Frames:		$100 + 20% off balance
Contact (Elective):		$115 + 15% off balance
Contact (Medically Necessary):		Covered in Full
Non-Network Allowances		***Non-Network***
Exam:		up to $35
Single Vision:		up to $35
Bifocal:		up to $49
Trifocal:		up to $74
Frames:		up to $50
Contact (Elective):		up to $92
Contact (Medically Necessary):		up to $210
Employer Contribution:		0%
Participation Requirement:		10 Enrolled
Rate Guarantee:		2 Years (1/1/2018 - 12/31/2019)
Plan Rates | Current Enrollment		Sold Plans
Employee:	28	$4.86
Employee + Spouse:	17	$9.23
Employee + Child(ren):	5	$9.72
Family:	7	$14.26
Total:	57	
Estimated Monthly Premiums:		$441
Estimated Annual Premiums:		**$5,297**
PEPY		**$93**
Rate Change from Current (%):		0.0%
Rate Change from Current ($):		$0
Notes:		Final Year of Rate Guarantee

Attachment: Final Group Health Proposals (2265 : Fully Insured Lines of Coverage - Health Insurance -

Executive Summary of Group Life & AD&D Coverage
City of Holly Hill
January 1, 2019 - December 31, 2019

Basic Life:	$6,033,995
AD&D:	$4,449,000

	Sold Plans		
Vendor	SunLife		
Class Definition | Plan Details:	Benefit	Maximum	Guarantee Issue
Class 1: Mayor & Commissioners	$20,000	$20,000	$20,000
Class 2: Union Police Officers	1x Salary	$50,000	$50,000
Class 3: Union Firefighters	1x Salary	$50,000	$50,000
Class 4: Union EE's not eligible in another group	1x Salary	$50,000	$50,000
Class 5: Non-Union EE's w/salaries >$49,000	1x Salary	$100,000	$100,000
Class 6: Non-Union EE's w/salaries <$49,000	1x Salary	$50,000	$50,000
Class 7: City Manager	1x Salary	$150,000	$150,000
Class 1A Retirees who retired prior to July 7, 2007	1x Salary	Amount of inforce	
Class 2A Retirees who retired after July 7, 2007 *	1x Salary	Amount of inforce	
Plan Details (Dependent):			
Spouse	$5,000	$5,000	$5,000
Child	Birth to 6 mths:		$1,000
	6 mths to 19 yrs:		$2,500
Full-Time Student:	26 Years		
Reduction Schedule:	50% at age 75 (Class 1,2,3,4,5,6,7) 35% at age 65, 58% at age 70, 72% at age 75 (Class 1A) 50% at age 70 (Class 2A)		
Waiver of Premium:	Included		
Conversion:	Included		
Accelerated Death Benefit:	Included		
Seatbelt/Safe Driver Benefit:	Included		
Current Enrollment:			
Employer Contribution:	100%		
Participation Requirement:	100%		
Rate Guarantee:	1 Year (1/1/2019 - 12/31/2019)		

Plan Rates	Sold Plans
Basic Life	$0.308
AD&D	$0.024
Dependent Life (Not included in premium)	$2.501
Dependent AD&D (Not included in premium)	$0.128
Estimated Monthly Premiums:	$1,965
Estimated Annual Premiums:	**$23,583**
Rate Change from Current (%):	14.8%
Rate Change from Current ($):	$3,041

Notes:

Attachment: Final Group Health Proposals (2265 : Fully Insured Lines of Coverage - Health Insurance -

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **November 13, 2018**
FROM: **John McKinney**
SUBJECT: **Hurricane Irma Sub-Grant Agreement**
NUMBER: **(ID # 2262)**
APPLICANT:
PLANNER:

DISCUSSION:

This is the Sub-Grant Agreement for Hurricane Irma (4337). This is required to be approved by the State of Florida Division of Emergency Management prior to any reimbursements to be received by the City of Holly Hill. As it was discussed by the Finance Director at the City Commission meeting on Tuesday October 23, 2018 this agreement was necessary to begin the reimbursement process of the estimated $3,931,517 in eligible estimated expenses incurred from Hurricane Irma. These expenses are related to debris removal, emergency protective measures and damages to our roads, facilities and parks. The approval of this agreement will lead the way for future modifications related to the other project worksheets that the City has submitted to FEMA.

FISCAL ANALYSIS:

The approval of this sub-grant agreement will allow for the reimbursement of the already $820,486 that the City has spent on Hurricane Irma.

STAFF RECOMMENDATION:

Staff recommends that the City Manager be authorized to approve this sub-grant agreement.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

Motion to authorize the City Manager to approve the Sub-Grant Agreement for Contract Number Z0472 related to Hurricane Irma and all subsequent modifications related to this agreement.

- IRMA Agreement Sub Receipient Agreement - 4337 (PDF)

Contract Number: Z0472

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	Holly Hill, City of
Sub-Recipient's PA ID/FIPS Number:	127-31350-00
Sub-Recipient's unique entity identifier:	132869686
Federal Award Identification Number (FAIN):	
Federal Award Date:	9/10/2017
Subaward Period of Performance Start and End Date (Cat A-B):	9/04/2017 - 3/10/2018
Subaward Period of Performance Start and End Date (Cat C-G):	9/04/2017 - 3/10/2019
Amount of Federal Funds Obligated by this Agreement:	$50,316.75
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$50,316.75
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	$50,316.75
Federal award project description (see FFATA)	Grant to Local Government for debris removal, emergency protective measures and repair or replacement of disaster damaged facilities
Name of Federal awarding agency:	Dept. of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)

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Name of pass-through entity:	Florida Division of Emergency Management (FDEM)
Contact information for the pass-through entity:	2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.036 Public Assistance
Whether the award is Research & Development:	N/A
Indirect cost rate for the Federal award:	See by 44 C.F.R. 207.5(b)(4)

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THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and, Holly Hill, City of (hereinafter referred to as the "Sub-Recipient").

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

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

(2) LAWS, RULES, REGULATIONS AND POLICIES

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

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

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

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

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

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

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

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

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

(3) CONTACT

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

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

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

_____

2555 Shumard Oak Blvd. Ste. 360

Tallahassee, FL 32399-2100

Telephone: _____

Email: _____

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

_____

_____

_____

Telephone: _____

Email: _____

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party in writing via letter or electronic email. It is the Sub-Recipient's responsibility to authorize its users in the FloridaPA.org website. Only the Authorized or Primary Agents identified on the Designation of Authority (Agents) in Attachment D may authorize addition or removal of agency users.

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(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement. In order for a Project to be eligible for reimbursement, a modification to this agreement must be executed incorporating the Project as identified by number, budget, and scope of work. Projects not included by modification will be ineligible for funding, regardless of Federal approval for the Project.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Project List – Attachment A and Scope of Work, Deliverables and Financial Consequences – Attachment B of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall **end six (6) months from the date of declaration for Emergency Work (Categories A & B) or eighteen (18) months from the date of declaration for Permanent Work (Categories C-G)**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Project List"). The maximum federal reimbursement amount for the entirety of this Agreement is $50,316.75 .

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d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient in FloridaPA.org against a performance measure, outlined in Attachment B, Scope of Work, Deliverables, and Financial Consequences, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If authorized by the Federal Awarding Agency, and if the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

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iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

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

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

ii. Participation of the individual in the travel is necessary to the Federal award.

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

j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

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

(10)RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts.

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The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

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

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

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

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

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

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

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

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

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

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements

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and objectives of the Budget and Project List – Attachment A, Scope of Work – Attachment B, and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11)AUDITS

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

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

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

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

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

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

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Tallahassee, Florida 32399-2100

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

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

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

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12)REPORTS

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

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

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

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Project List – Attachment A, and Scope of Work – Attachment B.

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

f. The Sub-Recipient shall provide additional reports and information identified in Attachment G – Public Assistance Program Guidance.

(13)MONITORING.

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

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review shall be done for each function or activity in Attachment B to this Agreement, and reported in the quarterly report.

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

(14)LIABILITY

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

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

(15)DEFAULT.

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

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

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

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

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

(16)REMEDIES.

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

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

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

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

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

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

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

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

(17)TERMINATION.

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a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18)PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

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

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

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the

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solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

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ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

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

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

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

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

i. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

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k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

l. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

(19)ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Project List
iii. Attachment B – Scope of Work, Deliverables, and Financial Consequences
iv. Attachment C – Certification Regarding Debarment
v. Attachment D – Designation of Authority
vi. Attachment E – Statement of Assurances
vii. Attachment F – Election to Participate in PA Alternative Procedures (PAAP)
viii. Attachment G – Public Assistance Program Guidance
ix. Attachment H – FFATA Reporting
x. Attachment I – Mandatory Contract Provisions
xi. Attachment J – DHS OIG Audit Issues and Acknowledgement
xii. Attachment K – Justification of Advance Payment

(20)PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account unless otherwise governed by program specific waiver. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be submitted along with this agreement at the time of execution by completing Attachment K – Justification of Advance Payment. The request will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier within (30) days, along with any interest earned on the advance. No advance shall be accepted for processing if a reimbursement has

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been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement or completion of applicable Project, whichever occurs first. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21)REPAYMENTS

a. All refunds or repayments due to the Division under this agreement, subject to the exhaustion of appeals, are due no later than thirty (30) days from notification by the Division of funds due. FEMA only allows thirty (30) days from deobligation for the funds to be repaid before it will refer the amount to the FEMA Finance Center (FFC) for collection.

b. As a condition of funding under this Agreement, the Sub-Recipient agrees that the Recipient may withhold funds otherwise payable to the Sub-Recipient from any disbursement to the Recipient, by FEMA or any other source, upon determination by the Recipient or FEMA that funds exceeding the eligible costs have been disbursed to the Sub-Recipient pursuant to this Agreement or any other funding agreement administered by the Recipient.

c. The Sub-Recipient understands and agrees that the Recipient may offset funds due and payable to the Sub-Recipient until the debt to the State is satisfied. In such event, the Recipient will notify the Sub-Recipient via the entry of notes in FloridaPA.org.

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

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

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

(22)MANDATED CONDITIONS

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

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

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

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

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

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

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

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount unless otherwise governed by program specific waiver.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(23)LOBBYING PROHIBITION

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

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

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

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

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

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

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

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

(24)COPYRIGHT, PATENT AND TRADEMARK

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

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

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

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

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

(25)LEGAL AUTHORIZATION.

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

(26)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient 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:

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i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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.

ii. 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 considerations for employment without regard to race, color, religion, sex, or national origin.

iii. 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.

iv. 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.

v. 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.

vi. 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.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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

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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.

b. The Sub-Recipient 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 is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient 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, 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.

d. The Sub-Recipient 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 Sub-Recipient 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 Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27)COPELAND ANTI-KICKBACK ACT

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

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

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

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The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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

(28)CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 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 forty (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 forty (40) hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

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

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

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

(30)SUSPENSION AND DEBARMENT

Per 2 C.F.R. 200.213 Suspension and debarment, non-Federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

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

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

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

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

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

(31)BYRD ANTI-LOBBYING AMENDMENT

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

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

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

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

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

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iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

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

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

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

(33)ASSURANCES.

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

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

SUB-RECIPIENT: Holly Hill, City of

By: _____

Name and title: _____

Date: _____

FEID# 59-6000337

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By:_____

Name and Title: Wesley Maul, Director

Date:_____

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EXHIBIT – 1

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

Federal Program

Federal agency: Federal Emergency Management Agency: Public Assistance Program

Catalog of Federal Domestic Assistance: 97.036

Amount of Federal Funding: $50,316.75

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

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide, 2017 (in effect for incidents declared on or after April 1, 2017)

Federal Program:

1. Sub-Recipient is to use funding to perform eligible activities in accordance with the Public Assistance Program and Policy Guide, 2017 and approved Project Worksheet(s). Eligible work is classified into the following categories:
   Emergency Work
   Category A: Debris Removal
   Category B: Emergency Protective Measures
   Permanent Work
   Category C: Roads and Bridges
   Category D: Water Control Facilities
   Category E: Public Buildings and Contents
   Category F: Public Utilities
   Category G: Parks, Recreational, and other Facilities

2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

NOTE: Section 200.331(a)(1) of 2 CFR, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included on pg. 1 of this subgrant agreement and in Exhibit 1 be provided to the Sub-Recipient.

Attachment: IRMA Agreement Sub Receipient Agreement - 4337 (2262 : Hurricane Irma Sub-Grant Agreement)

Attachment A - th Revision

Budget and Project List

Budget:

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Emergency Management Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions thereof will increase or decrease the Budget of this Agreement. The PW(s) that have been obligated are:

DR-4337			Sub-Recipient: Holly Hill, City of								
PW #	Cat	Project Title	Federal Share	Fed %	State Share	State %	Local Share	Local %	Total Eligible Amount	POP Start Date	POP End Date
1358	B	Evacuation, Blockade, Police and Fire Dept	$50,316.75	100.00%	$0.00	0.00%	$0.00	0.00%	$50,316.75	9/04/2017	3/10/2018
		Total:	**$50,316.75**		**$0.00**		**$0.00**		**$50,316.75**		

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Attachment B

SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

Scope of Work

Complete eligible Projects for emergency protective measures, debris removal, repair or replacement of

Disaster damaged facilities.

When FEMA has obligated funding for a Sub-Recipient's PW, the Division notifies the Sub-Recipient with a copy of the PW (or P2 Report). A Sub-Recipient may receive more than one PW and each will contain a separate Project. Attachment A, Budget and Project List of this Agreement will be modified as necessary to incorporate new or revised PWs. **For the purpose of this Agreement, each Project will be monitored, completed and reimbursed independently of the other Projects which are made part of this Agreement.**

Deliverables

Large Projects
Reimbursement requests will be submitted separately for each Large Project. Reimbursement for Large Project costs shall be based on the percentage of completion of the individual Project. Any request for reimbursement shall provide adequate, well organized and complete source documentation to support all costs related to the Project, and shall be clearly identified by the Project Number as generated by FEMA. Requests which do not conform will be returned to the Sub-Recipient prior to acceptance for payment.

Reimbursement up to 95% of the total eligible amount will be paid upon acceptance and contingent upon:

- Timely submission of Quarterly Reports (due 30 days after end of each quarter).
- Timely submission of invoices (Requests for Reimbursement) at least quarterly and supported by documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration of the agreement or completion of the project, whichever occurs first. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 7 of this agreement.
- Timely submission of Request for Final Inspection (within ninety (90) days of project completion – for each project).
- Sub-Recipient shall include a sworn Affidavit **or** American Institute of Architects (AIA) forms G702 and G703, as required below.
    - A. Affidavit. The Recipient is required to submit an Affidavit signed by the Recipient's project personnel with each reimbursement request attesting to the following: the percentage of completion of the work that the reimbursement request represents, that disbursements or payments were made in accordance with all of the Agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.
    - B. AIA Forms G702 and G703. For construction projects where an architectural, engineering or construction management firm provides construction administration services, the Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by the Division, signed by the contractor and inspection/certifying architect or engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by the Division.

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Five percent (5%) of the total eligible amount (including Federal, state and local shares) will be withheld from payment until the final Request for Reimbursement (or backup for advance expenditure) has been verified as acceptable by the Division's grant manager, which must include dated certification that the Project is 100% complete. Further, all required documentation must be available in FloridaPA.org prior to release of final 5%, to include permits, policies & procedures, procurement and insurance documents.

Small Projects
Small projects will be paid upon obligation of the Project Worksheet. Sub-Recipient must initiate the Small Project Closeout in FloridaPA.org within 30 days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into FloridaPA.org, selecting the Sub-Recipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to Advance the form to the next queue for review.

Financial Consequences:
For any Project (PW) that the Sub-Recipient fails to complete in compliance with Federal, state and local requirements, the Division shall withhold a portion of the funding up to the full amount. Any funds advanced to the Sub-Recipient will be due back to the Division.

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Attachment C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

Contractor Covered Transactions

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

(2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

_____
Sub-Recipient's Name

_____
DEM Contract Number

_____
FEMA Project Number

Attachment: IRMA Agreement Sub Receipient Agreement - 4337 (2262 : Hurricane Irma Sub-Grant Agreement)

Attachment D

DESIGNATION OF AUTHORITY

The **Designation of Authority Form** is submitted with each new disaster or emergency declaration to provide the authority for the Sub-Recipient's Primary Agent and Alternate Agent to access the FloridaPA.org system in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Designation of Authority Form is originally submitted as Attachment "D" to the PA Funding Agreement for each disaster or emergency declaration. Subsequently, the Primary or Alternate contact should review the agency contacts at least quarterly. The Authorized Representative can request a change in contacts via email to the state team; a note should be entered in FloridaPA.org if the list is correct. Contacts should be removed as soon as they separate, retire, or are reassigned by the Agency. A new form will only be needed if all authorized representatives have separated from your agency. Note that if a new Designation form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FloridaPA.org as the contacts listed are replaced in the system, not supplemented. All users must log in on a monthly basis to keep their accounts from becoming locked.

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FloridaPA.org Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FloridaPA.org system within 12 hours of being notified or their account will lock them out. Each user must log in within a 60-day time period or their account will lock them out. In the event you try to log in and your account is locked, submit a ticket using the Access Request link on the home page.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. (Only one Authorized Agent is allowed and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Agent" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FloridaPA.org. The Primary Agent is usually not the Authorized Agent but should be responsible for updating all internal stakeholders on all grant activities. (Only one Primary Agent is allowed and this contact will have full access).

Block 3: "Alternate Agent" – This is the person designated by your organization to be available when the Primary is not. (Only one Alternate Agent is allowed and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between state and local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FloridaPA.org.

Attachment: IRMA Agreement Sub Receipient Agreement - 4337 (2262 : Hurricane Irma Sub-Grant Agreement)

DESIGNATION OF AUTHORITY (AGENTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Sub-Grantee:

Box 1: Authorized Agent (Full Access)	**Box 2: Primary Agent** (Full Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 3: Alternate Agent (Full Access)	**Box 4: Other-Finance/Point of Contact** (Full Access)
Agent's Name	Official's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 5: Other-Risk Mgmt-Insurance (Full Access)	**Box 6: Other-Environmental-Historic** (Full Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

The above Primary and Alternate Agents are hereby authorized to execute and file an Application for Public Assistance on behalf of the Sub-grantee for the purpose of obtaining certain Grantee and Federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Sub-Grantee in all dealings with the State of Florida, Grantee, for all matters pertaining to such disaster assistance previously signed and executed by the Grantee and Sub-grantee. Additional contacts may be placed on page 2 of this document for read only access by the above Authorized Agents.

_____

Sub-Grantee Authorized Agent Signature

_____

Date

Attachment: IRMA Agreement Sub Receipient Agreement - 4337 (2262 : Hurricane Irma Sub-Grant Agreement)

DESIGNATION OF AUTHORITY (AGENTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Sub-Grantee: **Date:**

Box 7: **Other** (Read Only Access)	**Box 8:** **Other** (Read Only Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 9: **Other** (Read Only Access)	**Box 10:** **Other** (Read Only Access)
Agent's Name	Official's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 11: **Other** (Read Only Access)	**Box 12:** **Other** (Read Only Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Sub-Grantee's Fiscal Year (FY) Start: **Month:** **Day:**

Sub-Grantee's Federal Employer's Identification Number (EIN) -

Sub-Grantee's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Sub-Grantee's: FIPS Number (If Known) - -

NOTE: This form should be reviewed and necessary updates should be made each quarter to maintain efficient communication and continuity throughout staff turnover. Updates may be made by email to the state team assigned to your account. A new form will only be needed if all authorized representatives have separated from your agency. Be aware that submitting a new Designation of Authority affects the contacts that have been listed on previous Designation forms in that the information in FloridaPA.org will be updated and the contacts listed above will replace, not supplement, the contacts on the previous list.

REV. 09-09-2017 DISCARD PREVIOUS VERSIONS

Attachment: IRMA Agreement Sub Receipient Agreement - 4337 (2262 : Hurricane Irma Sub-Grant Agreement)

Attachment E

STATEMENT OF ASSURANCES

1) The Sub-Recipient hereby certifies compliance with all Federal statutes, regulations, policies, guidelines, and requirements, including but not limited to OMB Circulars No. A-21, A-87, A-110, A-122, and A-128; E.O. 12372; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; that govern the application, acceptance and use of Federal funds for this Federally-assisted project.

2) Additionally, to the extent the following provisions apply to this Agreement, the Sub-Recipient assures and certifies that:

    a. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Sub-Recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Sub-Recipient to act in connection with the application and to provide such additional information as may be required.

    b. To the best of its knowledge and belief the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 C.F.R. § 206, and applicable FEMA policy documents.

    c. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not, or will not, duplicate benefits available for the same loss from another source.

3) The Sub-Recipient further assures it will:

    a. Have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed, and if not it will request a waiver from the Governor to cover the cost.

    b. Refrain from entering into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met, all contracts meet Federal, State, and local regulations.

    c. Provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications, and will furnish progress reports and such other information as the Federal grantor agency may need.

    d. Cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be done to completion with reasonable diligence.

    e. Not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is longer.

    f. Provide without cost to the United States and the Grantee/Recipient all lands, easements and rights-of-way necessary for accomplishment of the approved work and will also hold and save the United States and the Grantee/Recipient free from damages due to the approved work or Federal funding.

    g. Establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for

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themselves or others, particularly those with whom they have family, business, or other ties.

h. Assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended, Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 by:

   i. consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties; and

   ii. by complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

i. Give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

j. With respect to demolition activities:

   i. create and make available documentation sufficient to demonstrate that the Sub-Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement;

   ii. return the property to its natural state as though no improvements had been contained thereon;

   iii. furnish documentation of all qualified personnel, licenses, and all equipment necessary to inspect buildings located in Sub-Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection, and the appropriate County Health Department;

   iv. provide documentation of the inspection results for each structure to indicate safety hazards present, health hazards present, and/or hazardous materials present;

   v. provide supervision over contractors or employees employed by the Sub-Recipient to remove asbestos and lead from demolished or otherwise applicable structures;

   vi. leave the demolished site clean, level, and free of debris;

   vii. notify the Grantee/Recipient promptly of any unusual existing condition which hampers the contractors work;

   viii. obtain all required permits;

   ix. provide addresses and marked maps for each site where water wells and septic tanks are to be closed, along with the number of wells and septic tanks located on each site, and provide documentation of such closures;

   x. comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act;

   xi. comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and the U.S. Environmental Protection Agency regulations. (This clause must be added to any subcontracts); and

   xii. provide documentation of public notices for demolition activities.

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k. Require facilities to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified. The Sub-Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

l. Provide an Equal Employment Opportunity Program, if required to maintain one, where the application is for $500,000 ^{00} or more.

m. Return overpaid funds within the forty-five (45) day requirement, and if unable to pay within the required time period, begin working with the Grantee/Recipient in good faith to agree upon a repayment date.

n. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

4) The Sub-Recipient agrees it will comply with the:

a. Requirements of all provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

b. Provisions of Federal law found at 5 U.S.C. § 1501, et. seq. which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants.

c. Provisions of 18 U.S.C. §§ 594, 598, and 600-605 relating to elections, relief appropriations, and employment, contributions, and solicitations.

d. Minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

e. Contract Work Hours and Safety Standards Act of 1962, requiring that mechanics and laborers (including watchmen and guards) employed on Federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.

f. Federal Fair Labor Standards Act, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

g. Anti-Kickback Act of 1986, which outlaws and prescribes penalties for "kick-backs" of wages in Federally financed or assisted construction activities.

h. Requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. It further agrees to ensure that the facilities under its ownership, lease or supervision which are utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

i. Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, which requires that on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase

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"Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

j. Insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance. Note that FEMA provides a mechanism to modify this insurance requirement by filing a request for an insurance commissioner certification (ICC). The state's insurance commissioner cannot waive Federal insurance requirements but may certify the types and extent of insurance reasonable to protect against future loss to an insurable facility.

k. Applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations, and assure the compliance of all its Sub-Recipients and contractors.

l. Provisions of 28 C.F.R. applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

m. Lead-Based Paint Poison Prevention Act which prohibits the use of lead based paint in construction of rehabilitation or residential structures.

n. Energy Policy and Conservation Act and the provisions of the State Energy Conservation Plan adopted pursuant thereto.

o. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, or Victims of Crime Act (as appropriate); Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations; and Department of Justice regulations on disability discrimination, and assure the compliance of all its Sub-Recipients and contractors.

p. Provisions of Section 311, P.L. 93-288, and with the Civil Rights Act of 1964 (P.L. 83-352) which, in Title VI of the Act, provides that no person in the United States of America, Grantees/Recipients shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-Recipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Sub-Recipient, this assurance shall obligate the Sub-Recipient or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

q. Provisions of Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of gender.

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r. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

s. Provisions of 523 and 527 of the Public Health Service Act of 1912 as amended, relating to confidentiality of alcohol and drug abuse patient records.

t. Provisions of all appropriate environmental laws, including but not limited to:

   i. The Clean Air Act of 1955, as amended;

   ii. The Clean Water Act of 1977, as amended;

   iii. The Endangered Species Act of 1973;

   iv. The Intergovernmental Personnel Act of 1970;

   v. Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969;

   vi. The Wild and Scenic Rivers Act of 1968, related to protecting components or potential components of the national wild and scenic rivers system;

   vii. The Fish and Wildlife Coordination Act of 1958;

   viii. Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, regarding the protection of underground water sources;

   ix. The provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 which prohibits the expenditure of newest Federal funds within the units of the Coastal Barrier Resources System.

u. The provisions of all Executive Orders including but not limited to:

   i. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.

   ii. EO 11514 (NEPA).

   iii. EO 11738 (violating facilities).

   iv. EO 11988 (Floodplain Management).

   v. EO 11990 (Wetlands).

   vi. EO 12898 (Environmental Justice).

5) For Grantees/Recipients other than individuals, the provisions of the DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988.

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This assurance is given in consideration of and for the purpose of obtaining Federal grants, loans, reimbursements, advances, contracts, property, discounts and/or other Federal financial assistance extended to the Sub-Recipient by FEMA. The Sub-Recipient understands that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that both the United States and the Grantee/Recipient have the joint and several right to seek judicial enforcement of this assurance. This assurance is binding on the Sub-Recipient, its successors, transferees, and assignees

FOR THE SUBGRANTEE/SUB-RECIPIENT :

_____

Signature

_____

Printed Name and Title Date

Attachment: IRMA Agreement Sub Receipient Agreement - 4337 (2262 : Hurricane Irma Sub-Grant Agreement)

Attachment F

Election of Participation in
Public Assistance Alternative Procedures (PAAP) Pilot Program

Should the Sub-Recipient desire to utilize the Public Assistance Alternative Procedures provisions of the Sandy Recovery Improvement Act (Division B of P.L. 113-2), execution of a Supplemental Funding Agreement covering specific aspects of the Alternative Procedures Package is required of the Sub-Recipient prior to the payment of such funds by the State as the Recipient.

Payments processed under the Alternative Procedures provisions will be requested as an advance and are exempt from advance requirements covered by Section 216.181(16), Florida Statutes. They will, however, be treated as an advance for purposes of Requests for Reimbursement (RFRs) and satisfaction of the requirement that ninety percent (90%) of previously advanced funds must be accounted for prior to receiving a second advance.

In order to elect to participate in the PAAP program for one of the following options, you must read the Guidance found at https://www.fema.gov/alternative-procedures and then complete the required documents on the following pages. The documents can be found under the Permanent Work section of the webpage in editable .pdf format if preferred.

PAAP for Debris Removal (Category A) Required Documents:

- Public Assistance for Alternative Procedures Pilot Program for Debris Removal Acknowledgement
  https://www.fema.gov/media-library-data/1504811965699-24dfda9ae3e22d450582563bdb62e0f1/APPENDIX_A_Revised_for_limited_sliding_scale_8-23-17.pdf

PAAP for Permanent Work (Categories C-G) Required documents:

- Fixed Subgrant Agreement Letter
  https://www.fema.gov/media-library-data/1388154577585-398aea786c6aedbd048c371270fd7b22/508_PA_Alternative_Procedures_Pilot_Program_Permanent_Work_Fixed_Subgrant_Agreement_Letter%2012-13-13.pdf

- Public Assistance Alternative Procedures Pilot Program for Permanent Work Acknowledgement
  https://www.fema.gov/media-library-data/1388155802544-11629c78f8308b5c4120deb135460129/PA_Alternative_Procedures_Pilot_Program_Permanent_Work_Acknowledgement%2012-13-13.pdf

All PAAP Related Documents (guides, Fact Sheets, Standard Operating Procedures, FAQs, Archived Docs, etc.) may be found at: https://www.fema.gov/media-library/assets/documents/115868

Note: PAAP Pilot Program Guide for Debris Removal (Version 5) published June 28, 2017 contains the following changes:

The Public Assistance Alternative Procedures Pilot Program for Debris Removal has been extended for one year to June 27, 2018. As part of the extension, FEMA will only authorize the sliding scale provision in events with significant debris impacts. The other three provisions available under the Pilot remain unchanged.

For disasters declared on or after August 28, 2017, FEMA is limiting the usage of the pilot's sliding scale provision to high impact incidents that meet the following criteria: high concentration of localized damage;

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large quantities of debris (over $20M or 1.5 million cubic yards); and disasters declared very soon after the incident (8 days) to incentivize rapid debris removal.

This guide is applicable to disasters declared on or after June 28, 2017. The changes to the sliding scale provision are applicable to disasters declared on or after August 28, 2017. This version of the pilot guide supersedes the previous pilot guide for debris removal (V4) which was published June 28, 2016.

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Public Assistance Alternative Procedures Pilot Program for Debris Removal Acknowledgement

In accordance with the Sandy Recovery Improvement Act of 2013, the Federal Emergency Management Agency (FEMA) is implementing alternative procedures for the Public Assistance (PA) Program through a pilot program.

As a representative of the subrecipient, we elect to participate in the following:

□ Accelerated Debris Removal - increased Federal cost share (sliding scale)

□ Recycling Revenue (subrecipient retention of income from debris recycling without a award offset)

□ One-time incentive for a FEMA-accepted debris management plan and identification of at least one pre-qualified contractor

□ Reimbursement of straight time force account labor costs for debris removal

1. The pilot is voluntary and the subrecipient must apply the selected alternative procedures to all of its debris removal subawards.

2. For the sliding scale, the subrecipient accepts responsibility for any costs related to debris operations after six months from the date of the incident unless, based on extenuating circumstances, FEMA grants a time extension.

3. The subrecipient acknowledges that FEMA may request joint quantity evaluations and details regarding subrecipient operations necessary to assess the pilot program procedures.

4. All contracts must comply with local, state, and Federal requirements for procurement, including provisions of 2 CFR Part 200.

5. The subrecipient must comply with all Federal, state and local environmental and historic preservation laws, regulations, and ordinances.

6. The Office of Inspector General may audit any subrecipient and/or subaward.

_____

Signature of Subrecipient's Authorized Representative Date

_____

Printed Name and Title

_____

Sub-Recipient Name PA ID Number

□ We elect to **not** participate in the Alternative Procedures for Debris Removal.

Attachment: IRMA Agreement Sub Receipient Agreement - 4337 (2262 : Hurricane Irma Sub-Grant Agreement)

FIXED SUBGRANT AGREEMENT LETTER

DATE: _____

To Address:

To FEMA:

As a Public Assistance (PA) Sub-Recipient _____ (PA ID_____), in accordance with Section 428 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, we agree to accept a permanent work subgrant based on a fixed estimate in the amount of $_____ for subgrant number _____ (copy attached) under Disaster #_____. We accept responsibility for all costs above the fixed estimate.

We understand that by participating in this pilot program we will be reimbursed for allowable costs in accordance with 44 CFR § 13.22(b) – "Applicable cost principles", the reimbursement will not exceed the fixed estimate. We also understand that by agreeing to this fixed estimate, we will not receive additional funding related to the facilities or sites included in the subgrant. We also acknowledge that failure to comply with the requirements of applicable laws and regulations governing assistance provided by FEMA and the PA alternative procedures pilot program guidance (such as procurement and contracting; environmental and historic preservation compliance; and audit and financial accountability) may lead to loss of Federal funding.

_____ _____

Signature of Sub-Recipient's Authorized Representative Date

_____

Printed Name and Title

_____ _____

Signature of Grantee's Authorized Representative Date

_____

Printed Name and Title

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Public Assistance Alternative Procedures Pilot Program for Permanent Work Acknowledgement

In accordance with the Sandy Recovery Improvement Act of 2013, the Federal Emergency Management Agency (FEMA) is implementing alternative procedures for the Public Assistance (PA) Program through a pilot program. As a representative of the Sub-Recipient, our agency understands the following:

1. We plan to participate in the following elements:

- ☐ Subgrants based on fixed estimates, and as the Sub-Recipient, accept responsibility for costs above the estimate
- ☐ Consolidation of multiple fixed subgrants into a single subgrant
- ☐ FEMA validation of Sub-Recipient-provided estimates
- ☐ Elimination of reduced eligible funding for alternate projects
- ☐ Use of excess funds
- ☐ Review of estimates by an expert panel for projects with a Federal share of $5 million or greater

2. The pilot is voluntary, and a Sub-Recipient may participate in alternative procedures for one or more large project subgrants.

3. If the Sub-Recipient accepts a fixed subgrant estimate, the Sub-Recipient understands they are responsible for all costs greater than the fixed amount.

4. The Sub-Recipient agrees to notify the Grantee regarding the specific use of excess funds.

5. All contracts must comply with local, State, and Federal requirements for procurement, including provisions of 44 CFR Part 13.

6. The Office of Inspector General may audit any Sub-Recipient and/or subgrant.

7. EHP review must be completed for all subgrants, including cases where new scopes of work would require EHP compliance, before the subgrant scope of work is implemented. Failure to comply with this requirement may lead to loss of Federal funding.

8. The Sub-Recipient may submit appeals in accordance with 44 CFR§206.206. However, FEMA will not consider appeals solely for additional costs on fixed subgrants.

_____ _____

Signature of Sub-Recipient's Authorized Representative Date

_____

Printed Name and Title

_____

Sub-Recipient Name PA ID Number

☐ We elect to **not** participate in the Alternative Procedures for Permanent Work.

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Attachment G

PUBLIC ASSISTANCE PROGRAM GUIDANCE

GRANTEE'S/RECIPIENT'S WEB-BASED PROJECT MANAGEMENT SYSTEM (FloridaPA.org)

Sub-Recipient s must use the Grantee's/Recipient's web-based project management system, FloridaPA.org, (available at www.FloridaPA.org) to access and exchange project information with the State throughout the project's life. This includes processing advances, reimbursement requests, quarterly reports, final inspection schedules, change requests, time extensions, and other services as identified in the Agreement. Training on this system will be supplied by the Recipient upon request by the Sub-Recipient. The Sub-Recipient is required to have working knowledge of the FloridaPA.org system.

PROJECT DOCUMENTATION

The Sub-Recipient must maintain all source documentation supporting the project costs. To facilitate closeout and audits, the Applicant should **file all documentation pertaining to each project with the corresponding PW as the permanent record of the project**. In order to validate Large Project Requests for Reimbursement (RFRs), all supporting documents should be uploaded to the FloridaPA.org website. Contact the grant manager with questions about how and where to upload documents, and for assistance linking common documents that apply to more than one (1) PW.

The Sub-Recipient must retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five (5) years from the date of the Sub-Recipient account closeout by FEMA.

The five (5) year period is extended if any litigation, claim or audit is started before the five (5) year period expires, and extends beyond the five (5) year period. The records must then be retained until all litigation, claims, or audit findings involving the records have been resolved.

Records for the disposition of non-expendable personal property valued at $5,000^{00}$ or more at the time it is acquired must be retained for five (5) years after final account closeout.

Records relating to the acquisition of real property must be retained for five (5) years after final account closeout.

INTERIM INSPECTIONS

Interim Inspections may be requested by the Sub-Recipient, on both small and large projects, to:

i. conduct insurance reconciliations;

ii. review an alternate scope of work;

iii. review an improved scope of work; and/or

iv. validate scope of work and/or cost.

Interim Inspections may be scheduled and submitted by the Recipient as a request in FloridaPA.org under the following conditions:

i. a quarterly report has not been updated between quarters;

ii. the Sub-Recipient is not submitting Requests for Reimbursement (RFR's) in a timely manner;

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iii. requests for a Time Extension have been made that exceed the Grantee's/ Recipient's authority to approve; and/or

iv. there are issues or concerns identified by the Recipient that may impact funding under this agreement.

PROJECT RECONCILIATION AND CLOSEOUT

The purpose of closeout is for the Sub-Recipient to certify that all work has been completed. To ensure a timely closeout process, the Sub-Recipient should notify the Recipient within sixty (60) days of Project completion.

The Sub-Recipient should include the following information with its closeout request:

- Certification that project is complete;
- Date of project completion; and
- Copies of any Recipient time extensions.

Large Projects

With exception of Fixed Cost Estimate Subawards, Alternate Projects and Improved Projects where final costs exceed FEMA's original approval, the final eligible amount for a Large Project is the actual documented cost of the completed, eligible SOW. Therefore, upon completion of each Large Project that FEMA obligated based on an estimated amount; the Sub-Recipient should provide the documentation to support the actual costs. If the actual costs significantly differ from the estimated amount, the Sub-Recipient should provide an explanation for the significant difference.

FEMA reviews the documentation and, if necessary, obligates additional funds or reduces funding based on actual costs to complete the eligible SOW. If the project included approved hazard mitigation measures; FEMA does not re-evaluate the cost-effectiveness of the HMP based on the final actual cost. If during the review, FEMA determines that the Sub-Recipient performed work that was not included in the approved SOW, FEMA will designate the project as an Improved Project, cap the funding at the original estimated amount, and review the additional SOW for EHP compliance.

For Fixed Cost Estimate Subawards, the Applicant must provide documentation to support that it used the funds in accordance with the eligibility criteria described in the PAPPG Chapter 2:VII.G and guidance provided at http://www.fema.gov/alternative-procedures.

Once FEMA completes the necessary review and funding adjustments, FEMA closes the project.

Small Projects

Once FEMA obligates a Small Project, FEMA does not adjust the approved amount of an individual Small Project. This applies even when FEMA obligates the PW based on an estimate and actual costs for completing the eligible SOW differ from the estimated amount. FEMA only adjusts the approved amount on individual Small Projects if one of the following conditions applies:

- The Sub-Recipient did not complete the approved SOW;
- The Sub-Recipient requests additional funds related to an eligible change in SOW;
- The PW contains inadvertent errors or omissions; or
- Actual insurance proceeds differ from the amount deducted in the PW.

In these cases, FEMA only adjusts the specific cost items affected.

If none of the above applies, the Sub-Recipient may request additional funding if the total actual cost of all of its Small Projects combined exceeds the total amount obligated for all of its Small Projects. In this case, the Sub-Recipient must request the additional funding through the appeal process, described in the

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PAPPG Chapter 3:IV.D, within sixty (60) days of completion of its last Small Project. FEMA refers to this as a net small project overrun appeal. The appeal must include actual cost documentation for all Small Projects that FEMA originally funded based on estimate amounts.

To ensure that all work has been performed within the scope of work specified on the Project Worksheets, the Recipient will conduct final inspections on Large Projects, and may, at its sole discretion, select one or more Small Projects to be inspected. Costs determined to be outside of the approved scope of work and/or outside of the approved performance period cannot be reimbursed.

TIME EXTENSIONS

FEMA only provides PA funding for work completed and costs incurred within regulatory deadlines. The deadline for Emergency Work is 6 months from the declaration date. The deadline for Permanent Work is 18 months from the declaration date.

Deadlines for Completion of Work	
Type of Work	Months
Emergency Work	6
Permanent Work	18

If the Applicant determines it needs additional time to complete the project, including direct administrative tasks related to the project, it must submit a written request for a time extension to the Recipient with the following information:

- Documentation substantiating delays beyond its control;
- A detailed justification for the delay;
- Status of the work; and
- The project timeline with the projected completion date

The State (FDEM) has the authority to grant limited time extensions based on extenuating circumstances or unusual project requirements beyond the control of the Sub-Recipient.

It may extend Emergency Work projects by 6 months and Permanent Work projects by 30 months. FEMA has authority to extend individual project deadlines beyond these timeframes if extenuating circumstances justify additional time. This applies to all projects with the exception of those funded under the PAAP Accelerated Debris Removal procedure and projects for temporary facilities.

With exception of debris removal operations funded under the Accelerated Debris Removal Procedure of the Alternative Procedures Pilot Program, FEMA generally considers the following to be extenuating circumstances beyond the Applicant's control:

- Permitting or EHP compliance related delays due to other agencies involved
- Environmental limitations (such as short construction window)
- Inclement weather (site access prohibited or adverse impact on construction)

FEMA generally considers the following to be circumstances within the control of the Applicant and not justifiable for a time extension:

- Permitting or environmental delays due to Applicant delays in requesting permits
- Lack of funding
- Change in administration or cost accounting system
- Compilation of cost documentation

Although FEMA only provides PA funding for work performed on or before the approved deadline, the Applicant must still complete the approved SOW for funding to be eligible. FEMA deobligates funding for any project that the Applicant does not complete. If the Applicant completes a portion of the approved

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SOW and the completed work is distinct from the uncompleted work, FEMA only deobligates funding for the uncompleted work. For example, if one project includes funds for three facilities and the Applicant restores only two of the three facilities, FEMA only deobligates the amount related to the facility that the Applicant did not restore.

Request should be submitted prior to current approved deadline, be specific to one project, and include the following information with supporting documentation:

- Dates and provisions of all previous time extensions
- Construction timeline / project schedule in support of requested time
- Basis for time extension request:
    - Delay in obtaining permits
        - Permitting agencies involved and application dates
    - Environmental delays or limitations (e.g., short construction window, nesting seasons)
        - Dates of correspondence with various agencies
        - Specific details
- Inclement weather (prolonged severe weather conditions prohibited access to the area, or adversely impacted construction)
    - Specific details
- Other reason for delay
    - Specific details

Submission of a request does not automatically grant an extension to the period of performance. Without an approved time extension from the State or FEMA (as applicable), any expenses incurred outside the P.O.P. are ineligible.

INSURANCE

The Sub-Recipient understands and agrees that disaster funding for insurable facilities provided by FEMA is intended to supplement, not replace, financial assistance from insurance coverage and/or other sources. Actual or anticipated insurance proceeds must be deducted from all applicable FEMA Public Assistance grants in order to avoid a duplication of benefits. The Sub-Recipient further understands and agrees that If Public Assistance funding is obligated for work that is subsequently determined to be covered by insurance and/or other sources of funding, FEMA must deobligate the funds per Stafford Act Sections 101 (b)(4) and 312 (c).

As a condition of funding under this Agreement, pursuant to 44 C.F.R. §§ 206.252-253, for damaged facilities, the Sub-Recipient understands it must, and it agrees to, maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is lesser. Except that the Recipient acknowledges FEMA does not require insurance to be obtained and maintained for projects where the total eligible damage is less than $5,000^{00}$.

In addition to the preceding requirements, the Sub-Recipient understands it is required to obtain and maintain insurance on certain permanent work projects in order to be eligible for Public Assistance funding in future disasters pursuant to § 311 of the Stafford Act. As stated in the Stafford Act, "Such coverage must at a minimum be in the amount of the eligible project costs." Further, the Stafford Act, requires a Sub-Recipient to purchase and maintain insurance, where that insurance is "reasonably available, adequate or necessary to protect against future loss" to an insurable facility as a condition for receiving disaster assistance funding. The Public Assistance Program and Policy Guide further states "If the Applicant does not comply with the requirement to obtain and maintain insurance, FEMA will deny or deobligate PA funds from the current disaster." If the State Insurance Commissioner certifies that the type and extent of insurance is not "reasonably available, adequate or necessary to protect against future loss" to an insurable facility, the Regional Administrator may modify or waive the requirement in conformity with the certification.

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The Sub-Recipient understands and agrees it is responsible for being aware of, and complying with, all insurance considerations contained in the Stafford Act and in 44 C.F.R. §§ 206.252-253.

The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. The Sub-recipient further agrees to provide all pertinent insurance information, including but not limited to copies of all policies, declarations pages, insuring agreements, conditions, and exclusions, Statement of Loss, and Statement of Values for each insured damaged facility.

The Sub-Recipient understands and agrees that it is required to pursue payment under its insurance policies to the best of its ability to maximize potential coverage available.

DUPLICATION OF BENEFITS

The Sub-Recipient understands it may not receive funding under this Agreement to pay for damage covered by insurance, nor may the Sub-Recipient receive any other duplicate benefits from any source whatsoever.

The Sub-Recipient agrees to reimburse the Recipient if it receives any duplicate benefits, from any source, for any damage identified on the applicable Project Worksheets, for which the Sub-Recipient has received payment from the Recipient.

The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of the possible availability of, applies for, or receives funds, regardless of the source, which could reasonably be considered as duplicate benefits.

In the event the Recipient determines the Sub-Recipient has received duplicate benefits, the Sub-Recipient gives the Grantee/ Recipient and/or the Chief Financial Officer of the State of Florida, the express authority to offset the amount of any such duplicate benefits by withholding them from any other funds otherwise due and payable to the Sub-Recipient, and to use such remedies as may be available administratively, at law, or at equity, to recover such benefits.

COMPLIANCE WITH PLANNING/PERMITTING REGULATIONS AND LAWS

The Sub-Recipient is responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Recipient, and in accordance with applicable Local, State, and Federal legal requirements.

If applicable, the contract documents for any project undertaken by the Sub-grantee/Sub-Recipient, and any land use permitted by or engaged in by the Sub-grantee/Sub-Recipient, must be consistent with the local government comprehensive plan.

The Sub-Recipient must ensure that any development or development order complies with all applicable planning, permitting, and building requirements including, but not limited to, the National Environmental Policy Act and the National Historic Preservation Act.

The Sub-Recipient must engage such competent, properly licensed, engineering, environmental, archeological, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

FUNDING FOR LARGE PROJECTS

Although Large project payment must be based on documented actual costs, most Large Projects are initially approved based on estimated costs. Funds are made available to the Sub-Recipient when work is in progress and funds have been expended with documentation of costs available. When all work associated with the project is complete, the State will perform a reconciliation of actual costs and will transmit the information to FEMA for its consideration for final funding adjustments (See Closeouts).

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The submission from the Sub-Recipient requesting this reimbursement must include:

a) a Request for Reimbursement (available in FloridaPA.org);

b) a Summary of Documentation (SOD) which is titled Reimbursement Detail Report in FloridaPA.org and is automatically created when the Request for Reimbursement is submitted (and is supported by copies of original documents such as, but not limited to, contract documents, insurance policies, payroll records, daily work logs, invoices, purchase orders, and change orders); and

c) the FDEM Cost Claim Summary Workbook (found in the Forms section of FloridaPA.org), along with copies of original documents such as contract documents, invoices, change orders, canceled checks (or other proof of expenditure), purchase orders, etc.

ADVANCES

Payments under the Public Assistance Alternative Procedures Program (PAAP) are paid as an Advance Payment. Notwithstanding Paragraph 9) Funding, in the Agreement, these payments are not bound by Section 216.181(16), Florida Statutes.

1. For a Federally funded contract, any advance payment is also subject to 2 C.F.R., Federal OMB Circulars A-87, A-110, A-122, and the Cash Management Improvement Act of 1990.

2. All advances must be held in an interest-bearing account with the interest being remitted to the Recipient as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.

3. In order to prepare a Request for Advance (RFA) the Sub-Recipient must certify to the Recipient that it has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay. The Sub-Recipient must prepare and submit a budget that contains a timeline projecting future payment schedules through project completion.

4. A separate RFA must be completed for each Project Worksheet to be included in the Advance Funding Payment.

5. The Sub-Recipient must complete a Request for Reimbursement (RFR) via FloridaPA.org no more than ninety (90) days after receiving its Advance Payment for a specific project. The RFR must account for all expenditures incurred while performing eligible work documented in the applicable Project Worksheet for which the Advance was received.

6. If a reimbursement has been paid prior to the submittal of a request for an advance payment, an Advance cannot be accepted for processing.

7. The Recipient may advance funds to the Sub-Recipient, not exceeding the Federal share, only if the Sub-Recipient meets the following conditions:

a) the Sub-Recipient must certify to the Recipient that Sub-Recipient has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;

b) the Sub-Recipient must submit to the Recipient the budget supporting the request.

8. The Sub-Recipient must submit a statement justifying the advance and the proposed use of the funds, which also specifies the amount of funds requested and certifies that the advanced funds will be expended no more than ninety (90) days after receipt of the Advance;

9. The Recipient may, in its sole discretion, withhold a portion of the Federal and/or nonfederal share of funding under this Agreement from the Sub-Recipient if the Recipient reasonably expects that the Sub-

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Recipient cannot meet the projected budgeted timeline or that there may be a subsequent determination by FEMA that a previous disbursement of funds under this or any other Agreement with the Sub-Recipient was improper.

DESIGNATION OF AGENT

The Sub-Recipient must complete Attachment D by designating at least three agents to execute any Requests for Advance or Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient.

After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient's agency, a designation of authority form will be needed to change contacts.

NOTE: This is very important because if contacts are not updated, notifications made from FloridaPA.org may not be received and could result in failure to meet time periods to appeal a Federal determination.

DUNS Q&A

What is a DUNS number?
The Data Universal Numbering System (DUNS) number is a unique nine-digit identification number provided by Dun & Bradstreet (D&B). The DUNS number is site specific. Therefore, each distinct physical location of an entity such as branches, divisions and headquarters, may be assigned a DUNS number.

Who needs a DUNS number?
Any ***institution*** that wants to submit a grant application to the Federal government. Individual researchers do not need a DUNS number if they are submitting their application through a research organization.

How do I get a DUNS number?
Dun & Bradstreet have designated a special phone number for Federal grant and cooperative agreement applicants/prospective applicants. Call the number below between 8 a.m. and 5 p.m., local time in the 48 contiguous states and speak to a D&B representative. This process will take approximately 5 – 10 minutes and you will receive your DUNS number at the conclusion of the call.
1-866-705-5711

What do I need before I request a DUNS number?
Before you call D&B, you will need the following pieces of information:

- Legal Name
- Headquarters name and address for your organization
- Doing business as (dba) or other name by which your organization is commonly recognized
- Physical address
- Mailing address (if separate from headquarters and/or physical address)
- Telephone number
- Contact name and title
- Number of employees at your physical location

How much does a DUNS number cost?
There is no charge to obtain a DUNS number.

Why does my institution need a DUNS number?

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New regulations taking affect Oct. 1, 2003 mandate that a DUNS number be provided on all Federal grant and cooperative agreement applications. The DUNS number will offer a way for the Federal government to better match information across all agencies.

How do I see if my institution already has a DUNS number?
Call the toll free number above and indicate that you are a Federal grant and/or cooperative agreement applicant. D&B will tell you if your organization already has a number assigned. If not, they will ask if you wish to obtain one.

Should we use the +4 extension to the DUNS number?
Although D&B provides the ability to use a 4-digit extension to the DUNS number, neither D&B nor the Federal government assign any importance to the extension. Benefits, if any, derived from the extension will be at your institution only.

Is there anything special that we should do for multi-campus systems?
Multi-campus systems can use what is called a parent DUNS number to aggregate information for the system as a whole. The main campus will need to be assigned a DUNS number. Then each satellite campus will need to reference the main campus DUNS number as their parent DUNS when obtaining their own DUNS number. For NIH grantees, if each campus submits grant applications as a unique grantee organization, then each campus needs to obtain their own DUNS number.

Does the DUNS number need to be included on individual fellowship applications?
Yes with one exception. It is the DUNS number of the sponsoring institution that should be put on the application. Individual Kirschstein-NRSA fellowships that propose training at Federal laboratories do not require a DUNS number.

What does the DUNS number have to do with the Central Contractor Registry (CCR), soon to be the

Business Partner Network (BPN)?

Registration in the CCR is mandatory for anyone wishing to submit a grant application electronically through Grants.gov. Your organization will need a DUNS number in order to register in the CCR. The CCR is the central registry for organizations that have received Federal contracts. If your organization has received Federal contracts, it is already registered in the CCR, but this is a good opportunity to verify that your organization information is up to date. For more information about the CCR, please visit the CCR web site at: www.ccr.gov.

What should we do if our institution has more than 1 DUNS number?
Your institution will need to decide which DUNS number to use for grant application purposes and use only that number.

Does this apply to non-US organizations?
Yes, this new requirement applies to all types of grantee organizations including foreign, non-profit, for profit as well as for state and Federal government agencies.

Does this apply to non-competing progress reports?
No. This new requirement applies only to competing applications.

Are there any exceptions to the new DUNS number rules?
Individuals who would personally receive a grant or cooperative agreement award from the Federal government apart from any business or non-profit organization they may operate are exempt from this requirement. Also individual Kirschstein-NRSA fellowships that propose training at Federal laboratories do not require a DUNS number.

Who at my institution is responsible for requesting a DUNS number?

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This will vary from institution to institution. This should be done by someone knowledgeable about the entire structure of your institution and who has the authority to make such decisions. Typically this request would come from the finance/accounting department or some other department that conducts business with a large cross section of the institution.

We are an organization new to Federal grant funding so we obviously need a DUNS number. But we

don't want to be included in any marketing list. What can we do?

Inclusion on a D&B marketing list is optional. If you do not want your name/organization included on this marketing list, request to be de-listed from D&B's marketing file when you are speaking with a D&B representative during your DUNS number telephone application.

Who do we contact if we have questions?
If you have questions about applying for a DUNS number, contact the Dun & Bradstreet special phone number 1-866-705-5771. If you have questions concerning this new Federal-wide requirement, contact Sandra Swab, Office of Federal Financial Management, 202-395-3993 or via e-mail at sswab@omb.eop.gov.

Substitute Form W-9

For the purpose of this Agreement, a Sub-Recipient is also a Vendor.
The State of Florida requires vendors doing business with the State to submit a Substitute Form W-9. The purpose of a Form W-9 is to provide a Federal Taxpayer Identification Number (TIN), official entity name, a business designation (sole proprietorship, corporation, partnership, etc.), and other taxpayer information to the State. Submission of a Form W-9 ensures that the State's vendor records and Form 1099 reporting are accurate. Due to specific State of Florida requirements, the State will not accept the Internal Revenue Service Form W-9.

Effective March 5, 2012, State of Florida agencies will not be permitted to place orders for goods and services **or make payments to any vendor that does not have a verified Substitute W-9 on file** with the Department of Financial Services. Vendors are required to register and submit a Form W-9 on the State's Vendor Website at https://flvendor.myfloridacfo.com.

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Attachment H

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) INSTRUCTIONS AND WORKSHEET

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

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $30,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

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

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $30,000 or more in Federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: N/A – Do not Complete

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $

OBLIGATION/ACTION DATE: _____

SUBAWARD DATE (if applicable): _____

DUNS#: _____

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (http://fedgov.dnb.com/webform). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

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ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

Complete eligible Projects for repair or replacement of Disaster damaged facilities.

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

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

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

EXECUTIVE COMPENSATION INFORMATION:

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

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

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

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

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR"

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appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

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

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

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

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

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

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

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Attachment I

Mandatory Contract Provisions

Provisions:

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

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agency's Federal awards may include. Providing this information lets a potential applicant identify any requirements with which it would have difficulty complying if its application is successful. In those cases, early notification about the requirements allows the potential applicant to decide not to apply or to take needed actions before receiving the Federal award. The announcement need not include all of the terms and conditions of the Federal award, but may refer to a document (with information about how to obtain it) or Internet site where applicants can see the terms and conditions. If this funding opportunity will lead to Federal awards with some special terms and conditions that differ from the Federal awarding agency's usual (sometimes called "general") terms and conditions, this section should highlight those special terms and conditions. Doing so will alert applicants that have received Federal awards from the Federal awarding agency previously and might not otherwise expect different terms and conditions. For the same reason, the announcement should inform potential applicants about special requirements that could apply to particular Federal awards after the review of applications and other information, based on the particular circumstances of the effort to be supported (e.g., if human subjects were to be involved or if some situations may justify special terms on intellectual property, data sharing or security requirements).

3. *Reporting—Required.* This section must include general information about the type (*e.g.*, financial or performance), frequency, and means of submission (paper or electronic) of post-Federal award reporting requirements. Highlight any special reporting requirements for Federal awards under this funding opportunity that differ (*e.g.*, by report type, frequency, form/format, or circumstances for use) from what the Federal awarding agency's Federal awards usually require. Federal awarding agencies must also describe in this section all relevant requirements such as those at 2 CFR 180.335 and 2 CFR 180.350.

If the Federal share of any Federal award may include more than $500,000 over the period of performance, this section must inform potential applicants about the post award reporting requirements reflected in Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters.

G. FEDERAL AWARDING AGENCY CONTACT(S)—REQUIRED

The announcement must give potential applicants a point(s) of contact for answering questions or helping with problems while the funding opportunity is open. The intent of this requirement is to be as helpful as possible to potential applicants, so the Federal awarding agency should consider approaches such as giving:

i. Points of contact who may be reached in multiple ways (e.g., by telephone, FAX, and/or email, as well as regular mail).

ii. A fax or email address that multiple people access, so that someone will respond even if others are unexpectedly absent during critical periods.

iii. Different contacts for distinct kinds of help (e.g., one for questions of programmatic content and a second for administrative questions).

H. OTHER INFORMATION—OPTIONAL

This section may include any additional information that will assist a potential applicant. For example, the section might:

i. Indicate whether this is a new program or a one-time initiative.

ii. Mention related programs or other upcoming or ongoing Federal awarding agency funding opportunities for similar activities.

iii. Include current Internet addresses for Federal awarding agency Web sites that may be useful to an applicant in understanding the program.

iv. Alert applicants to the need to identify proprietary information and inform them about the way the Federal awarding agency will handle it.

v. Include certain routine notices to applicants (e.g., that the Federal Government is not obligated to make any Federal award as a result of the announcement or that only grants officers can bind the Federal Government to the expenditure of funds).

[78 FR 78608, Dec. 26, 2013, as amended at 80 FR 43310, July 22, 2015]

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

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

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

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

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

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

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

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

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

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

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid

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

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHES)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

(3) Only mandatory cost sharing or cost sharing specifically committed in the project budget must be included in the organized research base for computing the indirect (F&A) cost rate or reflected in any allocation of indirect costs. Salary costs above statutory limits are not considered cost sharing.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other

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Attachment J
DHS OIG AUDIT ISSUES and ACKNOWLEDGEMENT

The Department of Homeland Security (DHS) Office of Inspector General (OIG) was tasked by Congress to audit all FEMA projects for fiscal year 2014. A synopsis of those findings are listed below:

There have been 32 separate instances where Grantees/Recipients or Sub-Recipients did not follow the prescribed rules to the point that the OIG believed the below listed violations could have nullified the FEMA/State agreement.

1. Non Competitive contracting practices.
2. Failure to include required contract provisions.
3. Failure to employ the required procedures to ensure that small, minority, and women's owned firms were all given fair consideration.
4. Improper "cost-plus-a-percentage-of-cost" contracting practices.

The following information comes directly from DHS's OIG Audit Tips for Managing Disaster Related Project Costs; Report Number OIG-16-109-D dated July 1, 2016. The following may be reasons for the disallowance or total de-obligation of funding given under the FEMA/State agreement:

1. Use of improper contracting practices.
2. Unsupported costs.
3. Poor project accounting.
4. Duplication of benefits.
5. Excessive equipment charges (applicability may vary with hazard mitigation projects).
6. Excessive labor and fringe benefit charges.
7. Unrelated project costs.
8. Direct Administrative Costs.
9. Failure to meet the requirement to obtain and maintain insurance.

Key Points that *must* be followed when Administering FEMA Grants:

- Designate one person to coordinate the accumulation of records.
- Establish a separate and distinct account for recording revenue and expenditures, and a separate identifier for each specific FEMA project.
- Ensure that the final claim for each project is supported by amounts recorded in the accounting system.
- Ensure that each expenditure is recorded in the accounting books and references supporting sources of documentation (checks, invoices, etc.) that can be readily retrieved.

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- Research insurance coverage and seek reimbursement for the maximum amount. Credit the appropriate FEMA project with that amount.

- Check with your Federal Grant Program Coordinator about availability of funding under other Federal programs (Federal Highways, Housing and Urban Development, etc.) and ensure that the final project claim does not include costs that another Federal agency funded or could have funded.

- Ensure that materials taken from existing inventories for use on FEMA projects are documented by inventory withdrawal and usage records.

- Ensure that expenditures claimed under the FEMA project are reasonable, necessary, directly benefit the project, and are authorized under the "Scope of Work."

I acknowledge that I have received a copy of, and have been briefed on, the above DHS OIG Audit Issues.

_____ _____

Sub-Recipient Agency Date

_____

Signature

_____

Printed Name & Title

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Attachment K

JUSTIFICATION FOR ADVANCE PAYMENT

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

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay pending obligations for eligible work. We would not be able to operate the program without this advance.

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

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Agreement**
Example: PW#00001(0)	***Contract Work $1,500,000.00 (provide detailed justification).***
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a **detailed justification** explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance **will be expended within the first ninety (90) days of the contract term**. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).

_____

_____

_____

_____

_____

_____

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HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: November 13, 2018
FROM: Steve Aldrich
SUBJECT: SECOND READING - Ordinance 3011 An Ordinance Amending Chapter 58, "Streets, Sidewalks and Certain Other Public Places," of the City Code of Ordinances by Adding a New Section Providing for Trespass Warnings Under Certain Circumstances for Public Property and Other Property Generally Open to the Public; Providing for Conflicts, Codification; Providing for Severability; Repealing All Ordinances or Parts of Ordinances in Conflict Herewith; and Providing an Effective Date.
NUMBER: (ID # 2224)
APPLICANT:
PLANNER:

DISCUSSION:

The proposed ordinance provides for the City Manager and the Holly Hill Police Officers to issue a trespass warning to any individual who violates any city ordinance, rule or regulation, or state law while on or within a city facility, building, or outdoor area, including municipal parks, but excluding public right-of-way. The trespass warning may not exceed one year. The trespass warning is limited to the specific property where the violation occurred. Any person found on or within a city facility, building, or outdoor area in violation of a trespass warning may be arrested for trespass. The city manager my authorize a person subject to a trespass warning, to access such public facility for the purpose of First Amendment expression if there is no other reasonable location, or to conduct necessary municipal business. Such authorization must be in writing, and shall specify the duration of the authorization and any conditions therefore, and shall not be unreasonably denied.

The ordinance additionally provides for an appeals process that shall be heard by a Special Magistrate appointed by the City Commission. The trespass warning shall remain in effect during the appeal and review process, including any judicial review.

The proposed ordinance is modeled after trespass warning regulations adopted by the city of St. Petersburg (section 20-30, St. Petersburg City Code). The St. Petersburg trespass warning regulations were upheld by the Eleventh Circuit Court of Appeals in *Wright v. City of St. Petersburg, Fla.*, 833 F.3d 1291 (11th Cir. 2016). In that case, the Trespass warning was challenged on First Amendment and Due Process (vagueness) grounds. The Court held that the regulations were not a restriction on access to a traditional public forum for expressive activity in violation of the First Amendment, and that the plaintiff failed to show that he received the trespass warning as a pretext to suppress his speech.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve the second reading of Ordinance 3011, Trespass warning on public property and other property generally open to the public.

COMMISSION GOAL:

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water, and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE SECOND READING OF ORDINANCE 3011, AMENDING CHAPTER 58, "STREETS, SIDEWALKS AND CERTAIN OTHER PUBLIC PLACES," OF THE CITY CODE OF ORDINANCES BY ADDING A NEW SECTION PROVIDING FOR TRESPASS WARNINGS UNDER CERTAIN CIRCUMSTANCES FOR PUBLIC PROPERTY AND OTHER PROPERTY GENERALLY OPEN TO THE PUBLIC; PROVIDING FOR CONFLICTS, CODIFICATION; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

ATTACHMENTS:

- Daytona Beach proposed Trepass warning ordinance (PDF)
- Volusia County proposed Trespass warning ordinance (PDF)
- Sarasota trespass ordinance sec. 21-46 (PDF)
- St. Petersburg trespass ordinance sec. 20-30 (PDF)
- AN ORDINANCE AMENDING CHAPTER 58 (09-26-2018) (PDF)

HISTORY:

10/23/18 City Commission APPROVED AT 1ST READING
Next: 11/13/18

Mr. Forte stated this is the same ordinance that the City of Daytona Beach and Volusia County recently passed with regards to ordinance and State Statute violations occurring on public property, especially in the parks. The city's focus is to try and trespass people who are violating the city's ordinances to keep their parks free from any unwanted activity.

Mayor Penny opened public participation. No one spoke.

Ordinance No. (ID # 2224)

SECOND READING - ORDINANCE 3011 AN ORDINANCE AMENDING CHAPTER 58, "STREETS, SIDEWALKS AND CERTAIN OTHER PUBLIC PLACES," OF THE CITY CODE OF ORDINANCES BY ADDING A NEW SECTION PROVIDING FOR TRESPASS WARNINGS UNDER CERTAIN CIRCUMSTANCES FOR PUBLIC PROPERTY AND OTHER PROPERTY GENERALLY OPEN TO THE PUBLIC; PROVIDING FOR CONFLICTS, CODIFICATION; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE 3011

AN ORDINANCE AMENDING CHAPTER 58, "STREETS, SIDEWALKS AND CERTAIN OTHER PUBLIC PLACES," OF THE CITY CODE OF ORDINANCES BY ADDING A NEW SECTION PROVIDING FOR TRESPASS WARNINGS UNDER CERTAIN CIRCUMSTANCES FOR PUBLIC PROPERTY AND OTHER PROPERTY GENERALLY OPEN TO THE PUBLIC; PROVIDING FOR CONFLICTS, CODIFICATION; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission finds that it is necessary for the preservation and enhancement of the public health, safety and welfare and in the best interest of the city and its citizens to amend Chapter 58 of the Code of Ordinances in accordance with the provisions of this ordinance.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The Code of Ordinances is amended by adding the following section to Chapter 58, Article V, Division I:

Sec. 58-134. - Trespass warnings on public property and other property generally open to the public.

(a) The City Manager and officers of the Holly Hill Police Department are authorized to

issue a trespass warning to any individual who violates any city ordinance rule or regulation or state law, which violation was committed while on or within a city facility, building, or outdoor area, including municipal parks, but excluding public right-of-way. The trespass warning shall be limited to the specific property where the violation occurred.

(b) For the purpose of this section "right-of-way" shall only include those sidewalks, which are adjacent to a paved street, if the street-side edge of the sidewalk is within 20 feet of the curb line.

(c) Trespass warnings shall be issued as follows:

(1) For the first violation, the individual may be issued a trespass warning for a period not to exceed one year.

(2) For a second or subsequent violation, the individual maybe issued a trespass warning for a period not to exceed one year.

(d) A copy of the trespass warning shall be provided by mail or hand delivery to the individual given the warning. The written trespass warning shall advise of the right to appeal and the location at which to file the appeal.

(e) Any person found on or within any city facility, building, or outdoor area, including municipal parks, in violation of a trespass warning may be arrested for trespassing, except as otherwise provided in this section.

(f) The City Manager may authorize an individual who has received a trespass warning to enter the property or premises to exercise his or her First Amendment rights if there is no other reasonable alternative location to exercise such rights or to conduct necessary municipal business. Such authorization must be in writing, shall specify the duration of the authorization and any conditions thereof, and shall not be unreasonably denied.

(g) This section shall not be construed to limit the authority of any city employee or official to issue a trespass warning to any person for any lawful reason for any city property, including rights-of-way when closed to general vehicular or pedestrian use, when necessary or appropriate in the sole discretion of the city employee or official.

(h) This section shall not be construed to limit the authority of officers of the Holly Hill Police Department to cite or arrest individuals for violating any section of the Holly Hill Code of Ordinances or Florida Statutes.

(i) Appeal of trespass warning. A person to whom a trespass warning is issued under this section shall have the right to appeal as follows:

(1) An appeal of the trespass warning must be filed, in writing, within ten (10) days of the issuance of the warning, and shall include the appellant's name, address, and phone number, if any. No fee shall be charged for filing the appeal.

(2) The appeal shall be filed at the location specified in the trespass warning.

(3) A Special Magistrate with whom the city contracts to provide this service shall hear appeals.

(4) Within five (5) days following the filing of the appeal, the City Clerk shall schedule a hearing. Notice of the hearing shall be provided to the appellant in the following ways:

(a) By posting the notice at the Holly Hill City Hall, and

(b) By mail if an address has been provided. In the event of non-delivery, then the notice posted at the Holly Hill City Hall shall be sufficient.

(5)The Special Magistrate shall hold the hearing as normally scheduled monthly. In no event shall the hearing be held sooner than seven (7) days following the filing of the appeal and no later than forty-five (45) days from the filing of the appeal.

(6) Copies of documents in the city's control which are intended to be used at the hearing, and which directly relate to the issuance of the trespass warning to the appellant, shall be made available upon request to the appellant at no cost.

(7) The appellant and the city shall have the right to attend with an attorney, the right to testify, to call witnesses, to cross-examine witnesses, and to present evidence. The appellant shall have the right to bring a court reporter, at his or her own expense.

(8) The Special Magistrate shall consider the testimony, reports or other documentary evidence, and any other evidence presented at the hearing Formal rules of evidence shall not apply, but fundamental due process shall govern the proceedings.

(9) The city shall bear the burden of proof by clear and convincing evidence that the trespass warning was properly issued pursuant to the criteria of this section.

(10) If the appellant fails to attend a scheduled hearing, the Special Magistrate shall review the evidence presented and determine if the trespass warning was properly issued pursuant to the criteria of this section.

(11) Within five (5) days of the hearing the Special Magistrate shall issue a written decision on the appeal, which shall be mailed, to the appellant at the address provided. If no address is provided, a copy of the decision shall be posted at the Holly Hill City Hall.

(12) The decision of the Special Magistrate shall be final and the appellant shall be deemed to have exhausted all administrative remedies. Such decision may be subject to judicial review in the manner provided by law to the appellant. The city may not appeal any decision of the Special Magistrate.

(13) The trespass warning shall remain in effect during the appeal and review process, including any judicial review.

SECTION 2. If any provision of this Ordinance shall be held or deemed to be or

shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatsoever.

SECTION 3. This Ordinance shall be codified as a part of the Code of Ordinances of The City of Holly Hill, Florida, such provisions may be renumbered or re-lettered to accomplish such intention and the word "ordinance" or similar words may be changed to "Section", "Article", or other appropriate word. The City Clerk is granted liberal authority to codify the provisions of this Ordinance as contemplated herein.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. This Ordinance shall take effect immediately upon its adoption.

APPROVE AND AUTHENTICATED on the 13th day of NOVEMBER, 2018, for second reading.

OFFICE OF THE
CITY ATTORNEY
THE CITY OF DAYTONA BEACH

301 South Ridgewood Avenue, Suite 220,
Daytona Beach, FL 32114
Mailing address: P.O. Box 2451, Daytona Beach, FL 32115
Telephone: (386) 671-8040 Facsimile: (386) 671-8049

ROBERT F. JAGGER, City Attorney
BENJAMIN S. GROSS, Deputy City Attorney, Board Certified in City, County & Local Government Law
ANTHONY E. JACKSON, Assistant City Attorney, Police Legal Advisor
GARY GLASSMAN, Assistant City Attorney
CARLY MEEK, Assistant City Attorney
ROBERT ABRAHAM, Assistant City Attorney

MEMORANDUM

TO: The City Commission
FROM: Robert Jagger, City Attorney RJ
DATE: July 24, 2018
RE: Amending Chapter 86 – Adding a New Code Section for Issuance of Trespass Warnings.

Pursuant to the City Commission's direction at the Commission meeting of July 18, 2018, this agenda item is to amend Chapter 86 of the Code of Ordinances, to add a code section entitled "Trespass warnings on public property and other property generally open to the public".

The proposed ordinance provides for the City Manager and Daytona Beach Police Officers to issue a trespass warning to any individual who violates any city ordinance, rule or regulation, or state law while on or within a city facility, building, or outdoor area, including municipal parks, but excluding public right-of-way. The trespass warning may not exceed one year for a first violation. A second violation or subsequent violations will result in the individual being issued a trespass warning for a period not to exceed two years. The trespass warning is limited to the specific property where the violation occurred. Any person found on or within a city facility, building, or outdoor area in violation of a trespass warning may be arrested for trespass. The City Manager may authorize a person subject to a trespass warning, to access such public facility for purposes of First Amendment expression if there is no other reasonable alternative location, or to conduct necessary municipal business. Such authorization must be in writing, and shall specify the duration of the authorization and any conditions thereof, and shall not be unreasonably denied.

The ordinance additionally provides for an appeals process that shall be heard by a Special Magistrate appointed by the City Commission. The trespass warning shall remain in effect during the appeal and review process, including any judicial review.

The proposed ordinance is modeled after trespass warning regulations adopted by the City of St. Petersburg (Section 20-30, St. Petersburg City Code). The St. Petersburg trespass warning regulations were upheld by the Eleventh Circuit Court of Appeals in *Wright v. City of St. Petersburg, Fla.*, 833 F.3d 1291 (11th Cir. 2016). In that case, the trespass warning was challenged on First Amendment and Due Process (vagueness) grounds. The Court held that the regulations were not a restriction on access to a traditional public forum for expressive activity in violation of the First Amendment, and that the plaintiff failed to show that he received the trespass warning as a pretext to suppress his speech.

cc: City Manager
City Clerk

Attachment: Daytona Beach proposed Trepass warning ordinance (2224 : Trespass Warnings on Public Property Ordinance)

ORDINANCE NO. 18-278

AN ORDINANCE AMENDING CHAPTER 86, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES," OF THE CITY CODE OF ORDINANCES BY ADDING A NEW SECTION PROVIDING FOR TRESPASS WARNINGS UNDER CERTAIN CIRCUMSTANCES FOR PUBLIC PROPERTY AND OTHER PROPERTY GENERALLY OPEN TO THE PUBLIC; PROVIDING FOR CONFLICTS, CODIFICATION AND SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission finds that it is necessary for the preservation and enhancement of the public health, safety and welfare and in the best interest of the city and its citizens to amend Chapter 86 of the Code of Ordinances in accordance with the provisions of this ordinance;

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF DAYTONA BEACH, FLORIDA:

SECTION 1. The Code of Ordinances is amended by adding the following section to Chapter 86, Article II, Division I:

Sec. 86-43. - Trespass warnings on public property and other property generally open to the public.

(a) The City Manager and officers of the Daytona Beach Police Department are authorized to issue a trespass warning to any individual who violates any city ordinance, rule or regulation, or state law, which violation was committed while on or within a city facility, building, or outdoor area, including municipal parks, but excluding public right-of-way. The trespass warning shall be limited to the specific property where the violation occurred.

(b) For the purpose of this section, "right-of-way" shall only include those sidewalks which are adjacent to a paved street, provided that the street-side edge of the sidewalk is within 20 feet of the curb line.

(c) Trespass warnings shall be issued as follows:

Attachment: Daytona Beach proposed Trepass warning ordinance (2224 : Trespass Warnings on Public Property Ordinance)

(1) For the first violation, the individual may be issued a trespass warning for a period not to exceed one year.

(2) For a second or subsequent violation, the individual may be issued a trespass warning for a period not to exceed two years.

(d) A copy of the trespass warning shall be provided by mail or hand delivery to the individual given the warning. The written trespass warning shall advise of the right to appeal and the location at which to file the appeal.

(e) Any person found on or within any city facility, building, or outdoor area, including municipal parks, in violation of a trespass warning may be arrested for trespassing, except as otherwise provided in this section.

(f) The City Manager may authorize an individual who has received a trespass warning to enter the property or premises to exercise his or her First Amendment rights if there is no other reasonable alternative location to exercise such rights or to conduct necessary municipal business. Such authorization must be in writing, shall specify the duration of the authorization and any conditions thereof, and shall not be unreasonably denied.

(g) This section shall not be construed to limit the authority of any city employee or official to issue a trespass warning to any person for any lawful reason for any city property, including rights-of-way when closed to general vehicular or pedestrian use, when necessary or appropriate in the sole discretion of the city employee or official.

(h) This section shall not be construed to limit the authority of officers of the Daytona Beach Police Department to cite or arrest individuals for violating any section of the Daytona Beach Code of Ordinances or the Florida Statutes.

(i) Appeal of trespass warning. A person to whom a trespass warning is issued under this section shall have the right to appeal as follows:

(1) An appeal of the trespass warning must be filed, in writing, within ten (10) days of the issuance of the warning, and shall include the appellant's name, address, and phone number, if any. No fee shall be charged for filing the appeal.

(2) The appeal shall be filed at the location specified in the trespass warning.

(3) Appeals shall be heard by a Special Magistrate with whom the city contracts to provide this service.

Attachment: Daytona Beach proposed Trepass warning ordinance (2224 : Trespass Warnings on Public Property Ordinance)

(4) Within five (5) days following the filing of the appeal, the Special Magistrate shall schedule a hearing. Notice of the hearing shall be provided to the appellant in the following ways:

(a) By posting the notice at the Daytona Beach City Hall, and

(b) By mail if an address has been provided. In the event of non-delivery, then the notice posted at the Daytona Beach City Hall shall be sufficient.

(5) The Special Magistrate shall hold the hearing as soon as possible. In no event shall the hearing be held sooner than seven (7) days following the filing of the appeal and no later than thirty (30) days from the filing of the appeal.

(6) Copies of documents in the city's control which are intended to be used at the hearing, and which directly relate to the issuance of the trespass warning to the appellant, shall be made available upon request to the appellant at no cost.

(7) The appellant and the city shall have the right to attend with an attorney, the right to testify, to call witnesses, to cross-examine witnesses and to present evidence. The appellant shall have the right to bring a court reporter, at his or her own expense.

(8) The Special Magistrate shall consider the testimony, reports or other documentary evidence, and any other evidence presented at the hearing. Formal rules of evidence shall not apply, but fundamental due process shall govern the proceedings.

(9) The city shall bear the burden of proof by clear and convincing evidence that the trespass warning was properly issued pursuant to the criteria of this section.

(10) If the appellant fails to attend a scheduled hearing, the Special Magistrate shall review the evidence presented and determine if the trespass warning was properly issued pursuant to the criteria of this section.

(11) Within five (5) days of the hearing, the Special Magistrate shall issue a written decision on the appeal which shall be mailed to the appellant at the address provided. If no address is provided, a copy of the decision shall be posted at the Daytona Beach City Hall.

(12) The decision of the Special Magistrate shall be final and the appellant shall be deemed to have exhausted all administrative remedies. Such decision

Attachment: Daytona Beach proposed Trepass warning ordinance (2224 : Trespass Warnings on Public Property Ordinance)

may be subject to judicial review in the manner provided by law by the appellant. The city may not appeal any decision of the Special Magistrate.

(13) The trespass warning shall remain in effect during the appeal and review process, including any judicial review.

SECTION 2. If any provision of this Ordinance shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatsoever.

SECTION 3. This Ordinance shall be codified as a part of the Code of Ordinances of The City of Daytona Beach, Florida, such provisions may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" or similar words may be changed to "Section", "Article", or other appropriate word. The City Clerk is granted liberal authority to codify the provisions of this Ordinance as contemplated herein.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Attachment: Daytona Beach proposed Trepass warning ordinance (2224 : Trespass Warnings on Public Property Ordinance)

SECTION 5. This Ordinance shall take effect immediately upon its adoption.

DERRICK L. HENRY
Mayor

ATTEST:

LETITIA LAMAGNA
City Clerk

Passed: August 1, 2018
Adopted: August 15, 2018

Attachment: Daytona Beach proposed Trepass warning ordinance (2224 : Trespass Warnings on Public Property Ordinance)

File Number: 5977

Date: 09/18/2018	**AGENDA ITEM**	**Item:** 12

[X] Ordinance	[] Resolution	[] Budget Resolution	[] Other

County Goals

[]	Thriving Communities	[]	Economic & Financial Vitality	[]	Excellence In Government	[X]	NA

Department: Legal Department
Division: Legal

Subject: Draft county trespass warning ordinance.

Daniel D. Eckert Director Legal Department Department Approval		**Legal** Jamie E. Seaman Deputy County Attorney **Approved as to Form and Legality**	**County Manager's Office** Donna de Peyster Deputy County Manager
Division Approval			

Council Action:

Modification:

Account Number(s): NA
Total Item Budget: NA

Staff Contact(s):	**Phone:**	**Ext.**
Russ Brown	386 736 5950	12947
Jamie Seaman	386 736 5950	12951

Summary/Highlights:
Attached is a draft county trespass warning ordinance that would authorize the county manager and law enforcement officers to issue a trespass warning to any individual who violates any county ordinance, rule or regulation, or state law, committed on or within any county maintained or owned public properties, buildings, county parks, and including the beach and approaches, as defined in the county charter sec. 205.6. A person receiving a first violation could be issued a warning for a period not to exceed one year; a second offense could be issued for a period not to exceed two years.

The draft ordinance sets up a process for a person issued a trespass warning to appeal the warning, the rights and procedures of an appeal hearing, and that an appeal would be heard by a special magistrate contracted by the county.

Staff requests council direction for the proposed ordinance and direction to authorize staff to advertise the ordinance for public hearing.

Recommended Motion: Direction.

Attachment: Volusia County proposed Trespass warning ordinance (2224 : Trespass Warnings on Public Property Ordinance)

ORDINANCE 2018-XX

AN ORDINANCE OF THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE COUNTY OF VOLUSIA, CHAPTER 78, OFFENSES AND MISCELLANEOUS PROVISIONS, BY ADDING SECTION IV TRESPASS WARNINGS ON PUBLIC PROPERTY; PROVIDING FOR INCLUSION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, AS FOLLOWS:

(Words in ~~strike through~~ type are deletions; words in underscore type are additions.)

SECTION I: That Section 78, of the Code of Ordinances, County of Volusia is amended by adding Section 78-4, Trespass Warnings on Public Property, as follows:

SECTION 78-4 – Trespass warnings on public property

(a) The county manager and law enforcement officers are authorized to issue a trespass warning to any individual who violates any county ordinance, rule or regulation, or state law, which violation was committed on or within any county maintained or owned public properties, buildings, county parks, and including the beach and approaches, as defined in the county charter sec. 205.6.

(b) Trespass warnings shall be issued as follows:

(1) A person receiving a first violation may be issued a trespass warning for a period not to exceed one year.

(2) A person receiving subsequent violations may be issued a trespass warning for a period not to exceed two years.

Attachment: Volusia County proposed Trespass warning ordinance (2224 : Trespass Warnings on Public Property Ordinance)

(c) A copy of the trespass warning shall be provided by mail or hand delivered to the person receiving the trespass warning. The written trespass warning shall advise of the right to appeal and the location at which to file the appeal. The trespass warning shall identify the property by common name or address. A beach trespass warning shall identify the location as that area of the beach 1,000 feet north and south from the nearest upland address.

(d) Any person found on or within any county maintained or owned public property, building, and county parks, including the beach and approaches as defined in the county charter sec. 205.6, in violation of a trespass warning may be arrested for trespassing, except as otherwise provided in this section.

(e) The county manager may authorize an individual who has received a trespass warning to enter the property or premises to exercise his or her First Amendment rights if there is no other reasonable alternative location to exercise such rights or to conduct necessary county business. Such authorization must be in writing, shall specify the duration of the authorization and any conditions thereof, and shall not be unreasonably denied.

(f) This section shall not be construed to limit the authority of any county employee or official to issue a trespass warning to any person for any lawful reason for any county owned or maintained property, including rights-of-way when closed to general vehicular or pedestrian use, when necessary or appropriate in the sole discretion of the county employee or official. The term rights-of-way is as defined in Sec. 72-2 of the county's code of ordinances.

(g) This section shall not be construed to limit the authority of law enforcement officers to cite or arrest individuals for violating any section of the County of Volusia, Code of Ordinances, or the Florida Statutes.

(h) Appeal of trespass warning. A person to whom a trespass warning is issued under this section shall have the right to appeal as follows:

(1) An appeal of the trespass warning must be filed, in writing, within ten (10) days of the issuance of the warning, and shall include the appellant's

Attachment: Volusia County proposed Trespass warning ordinance (2224 : Trespass Warnings on Public Property Ordinance)

name, address, and phone number, if any. No fee shall be charged for filing the appeal.

(2) The appeal shall be filed at the location specified in the trespass warning.

(3) The county shall contract with a special magistrate to hear all trespass appeals.

(4) Within five (5) days following the filing of the appeal, the special magistrate shall schedule a hearing. Notice of the hearing will be provided to the appellant by:

(a) posting the notice at the Thomas C. Kelley Administration Center (hereinafter "Administration Center") located at 123 W. Indiana Ave., DeLand, Florida 32720, and

(b) mailing a copy of the notice if an address is provided. In the event of non-delivery, the notice posted at the Administration Center shall suffice.

(5) The special magistrate shall hold the hearing as soon as possible. In no event shall the hearing be held sooner than seven (7) days following the filing of the appeal and no later than thirty (30) days from the filing of the appeal.

(6) Copies of documents in the county's control which are intended to be used at the hearing, and which directly relate to the issuance of the trespass warning to the appellant, shall be made available upon request to the appellant at no cost.

Attachment: Volusia County proposed Trespass warning ordinance (2224 : Trespass Warnings on Public Property Ordinance)

(7) The appellant and the county shall have the right to attend with an attorney, the right to testify, to call witnesses, to cross-examine witnesses, and to present evidence. Any attorney appearing on behalf of the appellant shall file a Notice of Appearance with the office of the county attorney at least three days prior to the hearing. The appellant shall have the right to bring a court reporter, at his or her own expense.

(8) The special magistrate shall consider the testimony, reports, or other documentary evidence, and any other evidence presented at the hearing. Formal rules of evidence shall not apply, but fundamental due process shall govern the proceedings.

(9) The county shall bear the burden of proof by clear and convincing evidence that the trespass warning was issued pursuant to the criteria of this section.

(10) If the appellant fails to attend a scheduled hearing, the special magistrate shall review the evidence presented and determine if the trespass warning was properly issued pursuant to the criteria of this section.

(11) Within five (5) days of the hearing, the special magistrate shall issue a written decision on the appeal which shall be mailed to the appellant at the address provided. If no address is provided, a copy of the decision shall be posted at the Administration Center.

(12) The decision of the special magistrate shall be final and appellant shall be deemed to have exhausted all administrative remedies. Such decision may be subject to judicial review in the manner provided by law by the appellant. The county may not appeal the decision of the special magistrate.

Attachment: Volusia County proposed Trespass warning ordinance (2224 : Trespass Warnings on Public Property Ordinance)

(13) The trespass warning shall remain in effect during the appeal and review process, including any judicial review.

SECTION II: Authorizing Inclusion in Code. The provisions of this ordinance shall be included and incorporated into the Code of Ordinances of the County of Volusia, as additions or amendments thereto, and shall be appropriately numbered to conform to the uniform numbering system of the Code.

SECTION III: Severability. Should any word, phrase, sentence, subsection or section be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, sentence, subsection or section so held shall be severed from this ordinance and all other words, phrases, sentences, subsections, or sections shall remain in full force and effect.

SECTION IV: Conflicting Ordinances. All ordinances, or part thereof, in conflict herewith are, to the extent of such conflict, repealed.

SECTION V: Effective Date. This ordinance shall take effect upon filing of a certified copy by e-mail with the Department of State.

ADOPTED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE COUNTY COUNCIL CHAMBERS AT THE THOMAS C. KELLY ADMINISTRATION CENTER, 123 WEST INDIANA AVENUE, DELAND, FLORIDA, THIS __ DAY OF _____ A.D., 2018.

COUNTY COUNCIL

ATTEST: COUNTY OF VOLUSIA, FLORIDA

_____ _____

George Recktenwald, Interim County Manager Ed Kelley, County Chair

Attachment: Volusia County proposed Trespass warning ordinance (2224 : Trespass Warnings on Public Property Ordinance)

Sec. 21-46. - Trespass warnings on public property and other property generally open to the public.

(a) Officers of the Sarasota Police Department are authorized to issue a trespass warning to any individual who violates any city ordinance, rule or regulation, or state law which violation was committed while on or within any city facility, building, or outdoor area that is open to the general public, including municipal parks and including public sidewalks adjacent to municipal parks where there is also a public sidewalk on the opposite side of the street (but excluding other public rights-of-way). The trespass warning shall be limited to the specific property where the violation occurred.

(b) Officers of the Sarasota Police Department are authorized to issue a trespass warning to any individual who violates any city ordinance or state law or who violates any applicable ordinance, rule or regulation of another governmental entity which violation was committed while on or within any public property not owned by the city when written authorization to do so has been obtained from a duly authorized representative of the governmental entity owning such public property.

(c) Officers of the Sarasota Police Department are authorized to issue a trespass warning to any individual who violates any city ordinance or state law which violation was committed while on private property subject to a public access easement when written authorization to do so has been obtained from the owner of the private property subject to the public access easement. For purposes of this section 21-46, the term public access easement shall mean an easement in favor of the City of Sarasota granting general public access to private property or limited public access to patrons and invitees of a particular business establishment or establishments.

(d) Trespass warnings shall be in writing and issued for a period not to exceed one (1) year.

(e) A copy of the trespass warning shall be provided by mail or hand delivery to the individual given the warning. The written trespass warning shall advise of the right to appeal and the location at which to file the form to initiate the appeal.

(f) Any person found on or within any city facility, building, or outdoor area, including municipal parks, in violation of a trespass warning issued in accordance with this section may be arrested for trespassing, except as otherwise provided in this section.

(g) Any person found on or within any public property belonging to another governmental agency other than the city or found on or within any private property subject to a public access easement, in violation of a trespass warning issued in accordance with this section may be arrested for trespassing.

(h) The city manager, or his/her designee, may upon request, authorize an individual who has received a trespass warning to enter the property or premises to exercise his or her First Amendment rights if there is no other reasonable alternative location to exercise such rights or to conduct necessary municipal business. Such authorization must be in writing, shall specify the duration of the authorization and any conditions thereof, and shall not be unreasonably denied.

(i) This section shall not be construed to limit the authority of any city employee or official to issue a trespass warning to any person for any lawful reason for any city property, including rights-of-way when closed to general vehicular or pedestrian use, when necessary or appropriate in the sole discretion of the city employee or official.

(j) This section shall not be construed to limit the authority of officers of the Sarasota Police Department to arrest or cite individuals for violating any section of the Sarasota City Code or the Florida Statutes.

(k) Appeal of trespass warning. A person to whom a trespass warning is issued under this section shall have the right to appeal the issuance of the trespass warning as follows:

(1) An appeal of the trespass warning must be filed, in writing, within ten (10) days of the issuance of the warning, and shall include the appellant's name, address and phone number, if any. No fee shall be charged for filing the appeal.

(2) Appeals shall be heard by a special magistrate with whom the city contracts to provide this service.

Attachment: Sarasota trespass ordinance sec. 21-46 (2224 : Trespass Warnings on Public Property Ordinance)

(3) Within seven (7) days following the filing of the appeal, the special magistrate shall schedule a hearing. Notice of the hearing shall be provided to the appellant in one (1) of three (3) ways:

a. By providing the appellant a copy of the notice of hearing in person at the time he or she files the appeal. This shall be the preferred method of notice. When it is not possible to provide notice in this manner, the appellant shall be informed that notice of the hearing will be provided in accordance with either paragraph b. or c. below.

b. By leaving or posting the notice at the front desk of the Sarasota Police Department or on the bulletin board at city hall; or

c. By telephone if a telephone number has been provided.

(4) The special magistrate shall hold the hearing as soon as possible. In no event shall the hearing be held later than forty (40) days from the filing of the appeal.

(5) Copies of documents in the city's control which are intended to be used at the hearing, and which directly relate to the issuance of the trespass warning to the appellant, shall be made available upon request to the appellant at no cost.

(6) The appellant shall have the right to attend with an attorney, the right to testify, and to call witnesses and present evidence. The appellant shall have the right to bring a court reporter, at his or her own expense.

(8) The special magistrate shall consider the testimony, reports or other documentary evidence, and any other evidence presented at the hearing. Formal rules of evidence shall not apply, but fundamental due process shall govern the proceedings.

(9) The city shall bear the burden of proof by clear and convincing evidence that the trespass warning was properly issued pursuant to the criteria of this section.

(10) If the appellant fails to attend a scheduled hearing, the special magistrate shall review the evidence presented and determine if the trespass warning was properly issued pursuant to the criteria of this section.

(11) Within five (5) days of the hearing, the special magistrate shall issue a written decision on the appeal which shall be mailed to the appellant at the address provided.

(12) The decision of the special magistrate shall be final and the appellant shall be deemed to have exhausted all administrative remedies. Such decision may be subject to judicial review in the manner provided by law.

(13) The trespass warning shall remain in effect during the appeal and review process, including any judicial review.

(Ord. No. 12-5008, § 1, 7-16-12; Ord. No. 13-5037, § 1, 1-22-13)

Attachment: Sarasota trespass ordinance sec. 21-46 (2224 : Trespass Warnings on Public Property Ordinance)

Sec. 20-30. - Trespass warnings; authorization to issue trespass warning for public property.

(a) The City employees or officials, or their designees, having control over a City facility, building, or outdoor area, including municipal parks, are authorized to issue a trespass warning to any individual who violates any City ordinance, rule or regulation, or State law or lawful directive of a City employee or official which violation was committed while on or within a City facility, building, or outdoor area, including municipal parks, (but excluding rights-of-way), for the specific property where the violation occurred.

(b) When no other City employee or official having control over a City facility, building, or outdoor area, including municipal parks, is present, a Police Officer is authorized to issue a trespass warning to any individual who violates any City ordinance or State law which was committed while on or within a City facility, building, or outdoor area, including municipal parks, (but excluding rights-of-way), for the specific property where the violation occurred.

(c) For the purpose of this section, right-of-way shall include those sidewalks which are closest to a paved street, provided that the street side edge of the sidewalk is within 20 feet of the curbline closest to the property.

(d) Trespass warnings shall be issued as follows:

(1) For the first violation, the individual may be issued a trespass warning for a period not to exceed one year.

(2) For a second or subsequent violation, the individual may be issued a trespass warning for a period not to exceed two years.

(e) A copy of the trespass warning shall be provided by mail or hand delivery to the individual and to the City employee or official having control over the City park, facility, building or outdoor area. The written trespass warning shall advise of the right to appeal and the location and telephone number for filing the appeal.

(f) Any person found on or within any City facility, building, or outdoor area, including municipal parks, in violation of a trespass warning may be arrested for trespassing, except as otherwise provided in this section.

(g) The City employee or official having control over a City facility, building, or outdoor area, including municipal parks, may authorize an individual who has received a trespass warning to enter the property or premises to exercise his or her First Amendment rights if there is no other reasonable alternative location to exercise such rights or to conduct necessary municipal business. Such authorization must be in writing, shall specify the duration of the authorization and any conditions thereof, and shall not be unreasonably denied.

(h) This section shall not be construed to limit the authority of any City employee or official to issue a trespass warning to any person for any lawful reason for any City property, including rights-of-way when closed to general vehicular or pedestrian use, when necessary or appropriate in the sole discretion of the City employee or official.

(i) Appeal of trespass warning. A person to whom a trespass warning is issued under this section shall have the right to appeal as follows:

(1) An appeal of the trespass warning must be filed, in writing, within ten days of the issuance of the warning, and shall include the appellant's name, address and phone number, if any. No fee shall be charged for filing the appeal.

(2) The appeal shall be filed at the information desk of the St. Petersburg Police Department located at 1300 First Avenue North.

(3) Appeals shall be heard by a Hearing Master which the City contracts with to provide this service.

Attachment: St. Petersburg trespass ordinance sec. 20-30 (2224 : Trespass Warnings on Public Property Ordinance)

(4) Within five days following the filing of the appeal, the Hearing Master shall schedule a hearing. Notice of the hearing shall be provided to the appellant in one of two ways:

a. By leaving or posting the notice at the information desk of the St. Petersburg Police Department, or

b. By telephone if a telephone number has been provided. If appellant can not be reached by telephone, then notice at the information desk shall be sufficient.

(5) The Hearing Master shall hold the hearing as soon as possible. In no event shall the hearing be held sooner than seven days following the filing of the appeal and no later than 30 days from the filing of the appeal.

(6) Copies of documents in the City's control which are intended to be used at the hearing, and which directly relate to the issuance of the trespass warning to the appellant, shall be made available upon request to the appellant at no cost.

(7) The appellant and the City shall have the right to attend with an attorney, the right to testify, to call witnesses, to cross-examine witnesses and to present evidence. The appellant shall have the right to bring a court reporter, at their own expense.

(8) The Hearing Master shall consider the testimony, reports or other documentary evidence, and any other evidence presented at the hearing. Formal rules of evidence shall not apply, but fundamental due process shall govern the proceedings.

(9) The City shall bear the burden of proof by clear and convincing evidence that the trespass warning was properly issued pursuant to the criteria of this section.

(10) If the appellant fails to attend a scheduled hearing, the Hearing Master shall review the evidence presented and determine if the trespass warning was properly issued pursuant to the criteria of this section.

(11) Within five days of the hearing, the Hearing Master shall issue a written decision on the appeal which shall be mailed to the appellant at the address provided. If no address is provided, a copy of the decision shall be posted at the information desk of the St. Petersburg Police Department.

(12) The decision of the Hearing Master shall be final and the appellant shall be deemed to have exhausted all administrative remedies. Such decision may be subject to judicial review in the manner provided by law by the appellant. The City may not appeal any decision of the Hearing Master.

(13) The trespass warning shall remain in effect during the appeal and review process, including any judicial review.

(Code 1992, § 20-30; Ord. No. 718-G, § 2, 3-3-2005; Ord. No. 2-H, §§ 1, 2, 11-3-2011; Ord. No. 26-H, §§ 1, 2, 6-21-2012; Ord. No. 323-H, §§ 1, 2, 3-15-2018)

Attachment: St. Petersburg trespass ordinance sec. 20-30 (2224 : Trespass Warnings on Public Property Ordinance)

ORDINANCE XXXX

AN ORDINANCE AMENDING CHAPTER 58, "STREETS, SIDEWALKS AND CERTAIN OTHER PUBLIC PLACES," OF THE CITY CODE OF ORDINANCES BY ADDING A NEW SECTION PROVIDING FOR TRESPASS WARNINGS UNDER CERTAIN CIRCUMSTANCES FOR PUBLIC PROPERTY AND OTHER PROPERTY GENERALLY OPEN TO THE PUBLIC; PROVIDING FOR CONFLICTS, CODIFICATION AND SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission finds that it is necessary for the preservation and enhancement of the public health, safety and welfare and in the best interest of the city and its citizens to amend Chapter 58 of the Code of Ordinances in accordance with the provisions of this ordinance.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The Code of Ordinances is amended by adding the following section to Chapter 58, Article V, Division I:

Sec. 58-134. - Trespass warnings on public property and other property generally open to the public.

(a) The City Manager and officers of the Holly Hill Police Department are authorized to issue a trespass warning to any individual who violates any city ordinance rule or regulation or state law, which violation was committed while on or within a city facility, building, or outdoor area, including municipal parks, but excluding public right-of-way. The trespass warning shall be limited to the specific property where the violation occurred.

(b) For the purpose of this section "right-of-way" shall only include those sidewalks, which are adjacent to a paved street, if the street-side edge of the sidewalk is within 20 feet of the curb line.

(c) Trespass warnings shall be issued as follows:

(1) For the first violation, the individual may be issued a trespass warning for a period not to exceed one year.

Attachment: AN ORDINANCE AMENDING CHAPTER 58 (09-26-2018) (2224 : Trespass Warnings on Public Property Ordinance)

(2) For a second or subsequent violation, the individual maybe issued a trespass warning for a period not to exceed one year.

(d) A copy of the trespass warning shall be provided by mail or hand delivery to the individual given the warning. The written trespass warning shall advise of the right to appeal and the location at which to file the appeal.

(e) Any person found on or within any city facility, building, or outdoor area, including municipal parks, in violation of a trespass warning may be arrested for trespassing, except as otherwise provided in this section.

(f) The City Manager may authorize an individual who has received a trespass warning to enter the property or premises to exercise his or her First Amendment rights if there is no other reasonable alternative location to exercise such rights or to conduct necessary municipal business. Such authorization must be in writing, shall specify the duration of the authorization and any conditions thereof, and shall not be unreasonably denied.

(g) This section shall not be construed to limit the authority of any city employee or official to issue a trespass warning to any person for any lawful reason for any city property, including rights-of-way when closed to general vehicular or pedestrian use, when necessary or appropriate in the sole discretion of the city employee or official.

(h) This section shall not be construed to limit the authority of officers of the Holly Hill Police Department to cite or arrest individuals for violating any section of the Holly Hill Code of Ordinances or Florida Statutes.

(i) Appeal of trespass warning. A person to whom a trespass warning is issued under this section shall have the right to appeal as follows:

(1) An appeal of the trespass warning must be filed, in writing, within ten (10) days of the issuance of the warning, and shall include the appellant's name, address, and phone number, if any. No fee shall be charged for filing the appeal.

(2) The appeal shall be filed at the location specified in the trespass warning.

(3) A Special Magistrate with whom the city contracts to provide this service shall hear appeals.

(4) Within five (5) days following the filing of the appeal, the City Clerk shall schedule a hearing. Notice of the hearing shall be provided to the appellant in the following ways:

(a) By posting the notice at the Holly Hill City Hall, and

(b) By mail if an address has been provided. In the event of non-delivery, then the notice posted at the Holly Hill City Hall shall be sufficient.

Attachment: AN ORDINANCE AMENDING CHAPTER 58 (09-26-2018) (2224 : Trespass Warnings on Public Property Ordinance)

(5)The Special Magistrate shall hold the hearing as normally scheduled monthly. In no event shall the hearing be held sooner than seven (7) days following the filing of the appeal and no later than forty-five (45) days from the filing of the appeal.

(6) Copies of documents in the city's control which are intended to be used at the hearing, and which directly relate to the issuance of the trespass warning to the appellant, shall be made available upon request to the appellant at no cost.

(7) The appellant and the city shall have the right to attend with an attorney, the right to testify, to call witnesses, to cross-examine witnesses, and to present evidence. The appellant shall have the right to bring a court reporter, at his or her own expense.

(8) The Special Magistrate shall consider the testimony, reports or other documentary evidence, and any other evidence presented at the hearing Formal rules of evidence shall not apply, but fundamental due process shall govern the proceedings.

(9) The city shall bear the burden of proof by clear and convincing evidence that the trespass warning was properly issued pursuant to the criteria of this section.

(10) If the appellant fails to attend a scheduled hearing, the Special Magistrate shall review the evidence presented and determine if the trespass warning was properly issued pursuant to the criteria of this section.

(11) Within five (5) days of the hearing the Special Magistrate shall issue a written decision on the appeal, which shall be mailed, to the appellant at the address provided. If no address is provided, a copy of the decision shall be posted at the Holly Hill City Hall.

(12) The decision of the Special Magistrate shall be final and the appellant shall be deemed to have exhausted all administrative remedies. Such decision may be subject to judicial review in the manner provided by law to the appellant. The city may not appeal any decision of the Special Magistrate.

(13) The trespass warning shall remain in effect during the appeal and review process, including any judicial review.

SECTION 2. If any provision of this Ordinance shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatsoever.

SECTION 3. This Ordinance shall be codified as a part of the Code of Ordinances of The City of Holly Hill, Florida, such provisions may be renumbered or re-lettered to accomplish such intention and the word "ordinance" or similar words may be changed to "Section", "Article", or other appropriate word. The City Clerk is granted liberal authority to codify the provisions of this Ordinance as contemplated herein.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. This Ordinance shall take effect immediately upon its adoption.

APPROVE AND AUTHENTICATED on the <> day of OCTOBER, 2018 for first reading.

Attachment: AN ORDINANCE AMENDING CHAPTER 58 (09-26-2018) (2224 : Trespass Warnings on Public Property Ordinance)