

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • JANUARY 9, 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



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

CITY COMMISSION MEMBERS

Mayor
John Penny

District 1 - Commissioner
Arthur J. Byrnes

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Chris Via

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

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

2. PRESENTATIONS

- 1. 2017 Service Awards of Employees
(Requested by Diane Cole, Human Resources)
- 2. 2017 Employee of the Year
(Requested by Valerie Manning, City Clerk)
- 3. Discussion on 2017 Citizen of the Year
(Requested by Valerie Manning, City Clerk)
- 4. Positivity Award Examples
(Requested by Valerie Manning, City Clerk)

3. PUBLIC COMMENTS**4. APPROVAL OF MINUTES**

- 1. Minutes - November 28, 2017 - Regular City Commission & CRA Meeting
(Requested by Valerie Manning, City Clerk)

5. CONSENT AGENDA - ITEMS (1 - 3)

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. Resolution Resolution 2018-R-01 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into Grant Agreement H0045 with the Florida Division of Emergency Management and Perform a Budget Appropriation in the Amount of \$25,800 to the General Fund; Providing for Severability; and Providing for an Effective Date.
(Requested by Mark Juliano, Public Works)
- 2. Resolution Resolution 2018-R-02 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into Grant Agreement H0044 with the Florida Division of Emergency Management and Perform a Budget Appropriation in the Amount of \$24,000 to the General Fund; Providing for Severability; and Providing for an Effective Date.
(Requested by Mark Juliano, Public Works)

3. CDBG Agreement - Halifax Urban Ministries
(Requested by Kurt Swartzlander, Finance)

6. **REGULAR AGENDA - NONE**

7. **PUBLIC HEARINGS - NONE**

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.

8. **COMMUNICATIONS**

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

9. **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.



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

PRESENTATION (ID # 1873)

Meeting: 01/09/18 07:00 PM
Department: Human Resources
Category: Presentation
Prepared By: Valerie Manning
Initiator: Diane Cole
Sponsors:
DOC ID: 1873

2017 Service Awards of Employees

The following employees have reached the following years of service to the City of Holly Hill. We would like to take this opportunity to recognize and appreciate them in chronological order.

Animal Control/Code Enforcement, Cherie Towne - 10 years of service - 01/12/2007

Human Resources Manager, Diane Cole - 15 years of service - 01/29/2001

Public Works - Water Distribution System Operator, Carlton Severson - 5 years of service - 02/02/2012

Public Works - Senior Mechanic, Charles Glover - 10 years of service - 02/09/2007

Police Dept. - Evidence/Property Technician, Lisa Amara - 5 years of service - 03/23/2012

Public Works - Waste Water Plant Operator I, Donald Wilkes - 5 years of service - 03/27/2012

Police Detective, Jefferson Traylor - 20 years of service - 04/01/1997

Public Works - Administrative Assistant, Elizabeth Wrenn - 10 years of service - 04/09/2007

City Manager, Joseph Forte - 20 years of service - 04/24/1997

Police Chief Stephen Aldrich - 25 years of service - 11/05/1992

Police Sergeant Michael Shaffer - 10 years of service - 11/09/2007

**City Commission**

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED**PRESENTATION (ID # 1871)**

Meeting: 01/09/18 07:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:

DOC ID: 1871

2017 Employee of the Year

**A RESOLUTION OF THE CITY OF HOLLY HILL,
FLORIDA, RECOGNIZING HOLLY HILL POLICE
SERGEANT THOMAS BENTLEY AS THE 2017
EMPLOYEE OF THE YEAR.**

WHEREAS, Sergeant Thomas Bentley has been employed with the City of Holly Hill for six (6) years; and

WHEREAS, Sergeant Bentley has served the majority of his time with the city in the Patrol Division, first as an officer and then as a Patrol Supervisor; and

WHEREAS, this October, Sergeant Bentley transferred into the Criminal Investigations Division; and

WHEREAS, Sergeant Bentley is currently the Supervisor of the Criminal Investigation Division where he tracks and oversees all in-depth criminal investigations conducted by the Division; and

WHEREAS, Sergeant Bentley is the Police Explorer Post Leader where he devotes a great deal of his own personal time and energy; and

WHEREAS, Sergeant Bentley is a very proactive supervisor who frequently gets involved in the cases that he assigns to ensure that they are followed-up to the fullest extent; and

WHEREAS, Sergeant Bentley is a dedicated employee that always puts others needs before his own and has proven to be a dependable employee, dedicated worker and a friend to all.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, HEREBY RECOGNIZES SERGEANT THOMAS BENTLEY AS THE 2017 EMPLOYEE OF THE YEAR.

IN WITNESS WHEREOF, I have hereunto, set my hand and caused the Seal of the City to be affixed this 9th day of January, 2018.

City of Holly Hill, FL

John Penny, Mayor



2017 EMPLOYEE OF THE YEAR

NOMINEE SHOULD...

- RECOGNIZE COMMUNITY INVOLVEMENT
- DEMONSTRATE PROFESSIONALISM AND COURTESY TO CITIZENS
- OUTSTANDING INDIVIDUAL ACCOMPLISHMENTS
- PERFORMS THEIR JOB WITH A HIGH DEGREE OF PROFICIENCY (I.E. BEYOND THE CALL OF DUTY)
- JOB PERFORMANCE OR IDEAS RESULTING IN A MEASURABLE COST SAVINGS TO THE CITY

EMPLOYEE NAME Thomas Bentley

DEPARTMENT Police Department JOB TITLE Sergeant

IN A BRIEF STATEMENT, EXPLAIN WHY THIS EMPLOYEE SHOULD BE CHOSEN AS THE EMPLOYEE OF THE YEAR

Thomas Bentley has been employed with the City of Holly Hill for six years. Tom has served the majority of his time with the city in the Patrol Division, first as an officer and then as a Patrol Supervisor. Sergeant Bentley is currently the supervisor of the Criminal Investigation Division where he tracks and oversees all in-depth criminal investigations conducted by the Division. Additionally, Tom is the Police Explorer Post Leader, where he devotes a great deal of his own personal time and energy.

Over the past year Sergeant Bentley has been credited with performing lifesaving CPR on a victim that overdosed on illicit drugs. On the same call a second subject was acting strangely and was successfully treated with NARCAN when HHFD arrived on scene. This incident could have easily resulted in the tragic deaths of two individuals if not for Sergeant Bentley's quick actions.

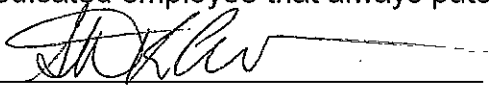
In July, Sergeant Bentley responded to a BOLO for a stolen vehicle that had been used in a Home Invasion in Marion County. He located the vehicle on Nova Road where the occupants were trying to conceal themselves. When confronted by law enforcement,

one occupant complied with officers and the second fled the area on foot. Sergeant Bentley pursued the subject and coordinated the response from surrounding agencies which resulted in the arrest of the second subject. Sergeant Bentley's actions prevented a dangerous felon from being at-large within the community.

Also in July, Sergeant Bentley overheard a BOLO from the Ormond Beach Police Department that they were searching for a subject that had committed an armed robbery of one of their banks. Sergeant Bentley recognized the subject's name and directed officers to respond to Rollie's Motel where the subject had rented a room. The wanted subject was located hiding within the motel room and arrested.

This October, Sergeant Bentley transferred into the Criminal Investigations Unit. The first weekend, as the Unit's new supervisor, he was directly involved in the investigation into a shooting incident that occurred at 10th Street and Center Avenue. Sergeant Bentley located the suspect's vehicle within just a couple of hours of the reported incident. The case developed rapidly from that point into the arrest of two suspects, the recovery of the firearm used and multiple search warrants being executed during the course of the investigation. Sergeant Bentley's supervisor skills were truly tested as his unit worked through this investigation to its successful completion.

Sergeant Bentley is a very proactive supervisor who frequently gets very involved in the cases that he assigns to ensure that they are followed-up to the fullest extent. He is a dedicated employee that always puts others' needs before his own.



Department Head

Revised 11/07/2014

**City Commission**

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED**PRESENTATION (ID # 1878)**

Meeting: 01/09/18 07:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:

DOC ID: 1878

Discussion on 2017 Citizen of the Year

As discussed by the City Commission. Once an individual has been chosen, a Resolution will be created for the next meeting, January 23, 2018 for adoption.

**City Commission**

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED**PRESENTATION (ID # 1877)**

Meeting: 01/09/18 07:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 1877

Positivity Award Examples

As discussed by City Commission.



HOLLY HILL
F L O R I D A

POSITIVITY AWARD



Thank You for Making Our Community Positively Awesome!

Attachment: Positivity Award - Example 1 (1877 : Positivity Award Examples)



HOLLY HILL
F L O R I D A

POSITIVITY AWARD

Thank You for Making Our Community Positively Awesome!

Attachment: Positivity Award - Example 2 (1877 : Positivity Award Examples)



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

MEETING DATE: January 9, 2018
FROM: Valerie Manning
SUBJECT: Minutes - November 28, 2017 - Regular City Commission & CRA Meeting
NUMBER: (ID # 1872)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from November 28, 2017 - Regular City Commission & CRA meeting

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve minutes

COMMISSION GOAL:

N/A

MOTION:

Approve minutes from November 28, 2017 as submitted by staff.

- Minutes - November 28, 2017 - Regular City Commission and CRA meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • NOVEMBER 28, 2017

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	Absent	
Chris Via	District 4 - Commissioner	Present	
John Penny	Mayor	Present	

b. Invocation

Mayor Penny read the invocation from Commissioner Danio. (Absent from meeting tonight).

c. Pledge of Allegiance

Mayor Penny led the Pledge of Allegiance to the Flag.

Mayor Penny asked for a motion to excuse Commissioner Danio.

*Commissioner Currie made a motion to **EXCUSE COMMISSIONER DANIO from the City Commission meeting**, seconded by Commissioner Byrnes.*

PASSED, 4-0.

2. RECESS THE CC MTG & CONVENE AS THE CRA

3. CRA AGENDA

1.

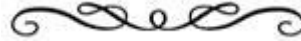
Resolution 2017-R-77 A Resolution of the Community Redevelopment Agency (CRA) of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Mead and Hunt, Inc., to Provide Construction Engineering Services for the Bold Landscaping Improvements to the Medians Along US1; and Providing for Severability; and Providing for an Effective Date.

(Requested by Mark Juliano, Public Works)

Mayor Penny opened public participation. No one spoke.

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

Enacted and approved this 28th day of November, 2017, in Holly Hill



4. **ADJOURN AS THE CRA & RECONVENE THE CC MTG**

5. **PUBLIC COMMENTS**

6. **APPROVAL OF MINUTES**

1.

Minutes - November 14, 2017 - Workshop - Outside Display & Sales, City Logo Discussion and November 14, 2017 - Regular City Commission & CRA Meeting
(Requested by Valerie Manning, City Clerk)

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

Enacted and approved this 28th day of November, 2017, in Holly Hill



7. **CONSENT AGENDA - ITEMS (1 - 4)**

Mayor Penny asked if anyone from the Commission would like to pull an item from the Consent Agenda to discuss it or if any member from the audience wanted to discuss an item.
There was no one to speak.

1. Resolution

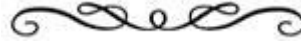
Resolution 2017-R-78 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Mead and Hunt, Inc., to Provide Professional Services for Development of Industrial Pre-Treatment Program at a Cost Not to Exceed \$25,000; and Providing for Severability; and Providing for an Effective Date.

(Requested by Mark Juliano, Public Works)

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

RESOLUTION

Enacted and approved this 28th day of November, 2017, in Holly Hill



2. Resolution

Resolution 2017-R-79 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Purchase of a 2018 Ford 350 Bucket Truck as Outlined in the Fleet Manager's Replacement Schedule and Authorizing the City Manager to Execute the Purchase from the Beck Auto Group, Utilizing a Cooperative Purchasing Agreement of the Bid Awarded by the City of Tallahassee; and Providing for an Effective Date.

(Requested by Mark Juliano, Public Works)

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

RESOLUTION

Enacted and approved this 28th day of November, 2017, in Holly Hill



3. Resolution

Resolution 2017-R-80 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Mead and Hunt, Inc., to Provide Professional Services for the Ferndale Street Pond Not to Exceed \$36,758.50; and Providing for Severability; and Providing for an Effective Date.

(Requested by Mark Juliano, Public Works)

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

RESOLUTION

Enacted and approved this 28th day of November, 2017, in Holly Hill



4.

MOU - FDLE Investigation of Officer Involved Shooting or In-Custody Death
(Requested by Steve Aldrich, Police)

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

Enacted and approved this 28th day of November, 2017, in Holly Hill



8. REGULAR AGENDA

1. Resolution

Resolution 2017-R-81 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Mead and Hunt, Inc., to Provide Construction Engineering Services for the Bold Landscaping Improvements to the Medians Along US1; and Providing for Severability; and Providing for an Effective Date.

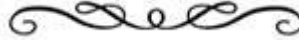
(Requested by Mark Juliano, Public Works)

Mayor Penny opened public participation. No one spoke.

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

RESOLUTION

Enacted and approved this 28th day of November, 2017, in Holly Hill



2. Resolution

Resolution 2017-R-82 A Resolution of the City Commission of the City of Holly Hill, Florida, Adopting the New City Logo; and 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 [UNANIMOUS]
MOVER:	Chris Via, District 4 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Byrnes, Currie, Via, Penny
ABSENT:	Danio

RESOLUTION

Enacted and approved this 28th day of November, 2017, in Holly Hill



3.

Request for Lien Reduction - 1017 Cherokee Ranch Road

(Requested by Joseph Forte, City Manager)

Mayor Penny opened public participation. No one spoke.

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

Enacted and approved this 28th day of November, 2017, in Holly Hill



9. PUBLIC HEARINGS

1. Ordinance

SECOND READING - Ordinance 2997 An Ordinance of the City Commission of the City of Holly Hill, Florida, by Adding a New Section to the Holly Hill Code of Ordinances, "Campaign Treasurer's Reports - Electronic Campaign Filing", Requiring Electronic Filing of Campaign Treasurer's Reports with the Volusia County Supervisor of

Elections Office's Electronic Filing System; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

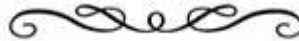
(Requested by Valerie Manning, City Clerk)

Mayor Penny opened public participation. No one spoke.

RESULT:	ADOPTED AT 2ND READING [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Chris Via, District 4 - Commissioner
AYES:	Byrnes, Currie, Via, Penny
ABSENT:	Danio

ORDINANCE

Enacted and approved this 28th day of November, 2017, in Holly Hill



2. Ordinance

SECOND READING - Ordinance 2998 An Ordinance of the City Commission of the City of Holly Hill, Florida, Adopting a Six (6) Month Moratorium on Locating Wireless Communications Facilities Including Small Wireless Facilities in a Public Right-Of-Way Within the City Limits and Establishing the Fee for Collocating on City-Owned Utility Poles at the Maximum Rate Allowed by Law; Providing for Severability; Providing for Conflicting Ordinances; and Providing an Effective Date.

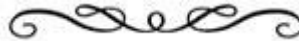
(Requested by Valerie Manning, City Clerk)

Mayor Penny opened public participation. No one spoke.

RESULT:	ADOPTED AT 2ND READING [UNANIMOUS]
MOVER:	Chris Via, District 4 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Byrnes, Currie, Via, Penny
ABSENT:	Danio

ORDINANCE

Enacted and approved this 28th day of November, 2017, in Holly Hill



10. COMMUNICATIONS

A. City Manager & Staff Comments

a.

FOR INFORMATIONAL PURPOSES ONLY - NO VOTE NEEDED Purchase of Replacement Vehicle for Building and Zoning Department

(Requested by Mark Juliano, Public Works)

Mr. Forte informed the Mayor and City Commissioners this was for informational purposes only.



B. City Attorney Comments

Attorney Simpson wished everyone a Merry Christmas and Happy New Year.

C. Mayor's Comments

Mayor Penny reminded everyone about the following upcoming events this week/weekend: Jingle Bell Jog over at the YMCA, Friday, December 1st at 5:30 PM, Annual Christmas tree lighting ceremony on Friday, December 1st at 6:00 PM, 58th Annual Christmas Parade on Saturday, December 2nd at 10:00 AM to noon. Mayor Penny mentioned the annual employee Christmas party on Saturday, December 16th at 6:00 PM. Mayor Penny mentioned that the Holly Hill Middle School is creating a new band and they are in need of some instruments and some things if anyone would like to help.

D. City Commission Comments

Commissioner Via wished everyone a Merry Christmas.

Commissioner Currie wished everyone a Merry Christmas and is looking forward to the tree lighting and Christmas parade.

Commissioner Byrnes is looking forward to the Christmas parade and seeing the Christmas lights lit on the front lawn Friday night; mentioned the tennis court lights not working.

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Commissioner Byrnes made a motion to ***CANCEL the last City Commission meeting on December 26, 2017***, seconded by Commissioner Currie.

**Mayor Penny opened public participation. No one spoke.**

**PASSED, 4-0.**

**11. ADJOURNMENT**

The meeting adjourned at approximately 7:30 PM.





**STAFF REPORT  
CITY OF HOLLY HILL, FLORIDA**

**City Commission  
Resolution**

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**MEETING DATE:** January 9, 2018  
**FROM:** Mark Juliano  
**SUBJECT:** Resolution 2018-R-01 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into Grant Agreement H0045 with the Florida Division of Emergency Management and Perform a Budget Appropriation in the Amount of \$25,800 to the General Fund; Providing for Severability; and Providing for an Effective Date.  
**NUMBER:** (ID # 1874)  
**APPLICANT:**  
**PLANNER:**

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**DISCUSSION:**

The City of Holly Hill has qualified for a \$19,350 grant through the Federal Emergency Management Agency's Hazard Mitigation Grant Program to replace the bay doors at the Fire Station. This grant will be administered through the State of Florida Division of Emergency Management through agreement # H0045.

The bay doors currently used at the Fire Station are not wind rated. As such, critical equipment, such as the City's Fire Trucks, are currently moved from within the Fire Station to in front of City Hall during emergencies. This leaves the vehicles exposed to hurricane damage.

The grant agreement specifies that the replacement bay doors installed will have a wind speed rating capable of withstanding winds of 147 miles per hour. This mitigation grant will substantially harden the Fire Station, is anticipated to protect valuable fire equipment and is anticipated to contribute to a more efficient disaster response.

**FISCAL ANALYSIS:**

This grant is a cost reimbursement grant. As such, the City will need to cover the full amount of the project, estimated to be \$25,800 until such time that reimbursement is received.

Reimbursement will be given for 75% of the project cost for an anticipated \$19,350. The City will be responsible for the remaining 25% of the project cost for an anticipated \$6,450.

\$26,000 had been budgeted in the 2017-2018 to cover up front costs of this project.

**STAFF RECOMMENDATION:**

Approve the grant agreement with the Florida Division of Emergency Management.

**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 RESOLUTION 2018-R-01, AUTHORIZING THE CITY MANAGER TO ENTER INTO GRANT AGREEMENT H0045 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND PERFORM A BUDGET APPROPRIATION IN THE AMOUNT OF \$25,800 TO THE GENERAL FUND.**

**ATTACHMENTS:**

- Exhibit A - BA FEMA Bay Doors Grant (PDF)
- FDEM Grant Agreement H0045 (PDF)

**Resolution No. (ID # 1874)**

**RESOLUTION 2018-R-01 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO GRANT AGREEMENT H0045 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND PERFORM A BUDGET APPROPRIATION IN THE AMOUNT OF \$25,800 TO THE GENERAL FUND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**RESOLUTION 2018-R-01**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO GRANT AGREEMENT H0045 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND PERFORM A BUDGET APPROPRIATION IN THE AMOUNT OF \$25,800 TO THE GENERAL FUND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Holly Hill has qualified for a \$19,350 grant to replace the Fire Station bay doors, funded by the Federal Emergency Management Agency and administered through the Florida Division of Emergency Management; and

**WHEREAS**, the Fire Station houses critical vehicles and equipment which will be more secure if more wind resistant bay doors are installed; and

**WHEREAS**, this grant requires the City to match the anticipated award of \$19,350 with \$6,450 of the City's own funding and requires that the award funds be provided on a reimbursement basis.

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

**SECTION 1.** That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into Grant Agreement H0045 with the Florida Division of Emergency Management.

**SECTION 2.** That the City Commission of the City of Holly Hill does hereby grant approval for the City Manager to perform a budget appropriation adding \$25,800 into the Capital Outlay Account 301-4172-572-6200. Of the \$25,800 allocated, \$19,350 shall be repaid upon receipt of reimbursement funds awarded by Grant Agreement H0045 with the Florida Division of Emergency Management.

**SECTION 3. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or

impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 9<sup>th</sup> day of JANUARY, 2018.**

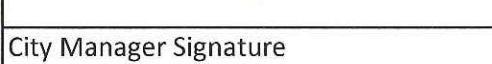
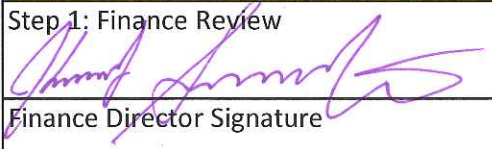
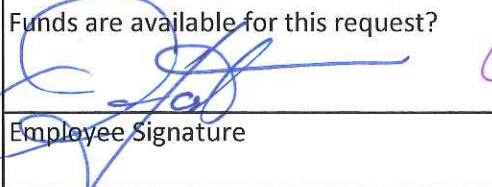
**CITY OF HOLLY HILL**  
**Budget Amendment Request**  
**Fiscal Year 2017-2018**

|                                 |                           |                                   |
|---------------------------------|---------------------------|-----------------------------------|
| Requesting Department           |                           | Date                              |
| Public Works                    |                           | 12/15/2017                        |
| TAKE FUNDS FROM ACCOUNT NUMBER: | ACCOUNT DESCRIPTION:      | AMOUNT (Round to \$100's)         |
| 001-0000-331-11-00              | FEMA - HMGP Grant         | 19,300.00                         |
| 001-0000-380-10-00              | Appropriated Fund Balance | 6,500.00                          |
|                                 |                           |                                   |
|                                 | Total                     | 25,800.00<br>(Rounded to \$100's) |
| ADD FUNDS TO ACCOUNT NUMBER:    |                           |                                   |
| 301-4172-572-62-00              | Capital Outlay-Building   | 25,800.00                         |
|                                 |                           |                                   |
|                                 | Total                     | 25,800.00<br>(Rounded to \$100's) |

**Purpose of Transfer:** (include as much detail as possible)

Appropriating Fund Balance for the coverage of Grant Agreement #H0045 with the Florida Division of Emergency Management to replace the bay doors at the Fire Station. \$19,350 will be reimbursed by FEMA HMGP

**Note:** Funds can only be transferred within the same fund and same department without requiring further commission action. In addition funds can only be expended after amendment is completed.

|                                                                                                                   |                                |
|-------------------------------------------------------------------------------------------------------------------|--------------------------------|
| ----- Management Approvals -----                                                                                  |                                |
| <br>Department Head Signature  | 12/15/17<br>Date               |
| <br>City Manager Signature     | _____<br>Date                  |
| ----- For Finance Use Only -----                                                                                  |                                |
| Step 1: Finance Review                                                                                            |                                |
| <br>Finance Director Signature | 12/18/17<br>Date               |
| Step 2: Budget Adjustment Entry                                                                                   |                                |
| Funds are available for this request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No         |                                |
| <br>Employee Signature         | Ann Calmell 12-18-2017<br>Date |
|                                                                                                                   | HTE Group #<br>589             |

Attachment: Exhibit A - BA FEMA Bay Doors Grant (1874 : Fire Station Bay Doors Grant)

Agreement Number: H0045  
Project Number: 4283-16-R

### 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:                                                                                              | <u>City of Holly Hill</u>                                                             |
| Sub-Recipient's unique entity identifier:                                                                          | <u>F59-6000337</u>                                                                    |
| Federal Award Identification Number (FAIN):                                                                        | <u>FEMA-DR-4283-FL</u>                                                                |
| Federal Award Date:                                                                                                | <u>November 9, 2017</u>                                                               |
| Subaward Period of Performance Start and End Date:                                                                 | <u>Upon Execution thru November 30, 2019</u>                                          |
| Amount of Federal Funds Obligated by this Agreement:                                                               | <u>\$19,350.00</u>                                                                    |
| Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement: | <u>\$19,350.00</u>                                                                    |
| Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity                        | <u>\$19,350.00</u>                                                                    |
| Federal award project description (see FFATA):                                                                     | <u>City of Holly Hill – Wind Retrofit</u>                                             |
| Name of Federal awarding agency:                                                                                   | <u>Federal Emergency Management Agency</u>                                            |
| Name of pass-through entity:                                                                                       | <u>FL Division of Emergency Management</u>                                            |
| Contact information for the pass-through entity:                                                                   | <u><a href="mailto:Renee.singh@em.myflorida.com">Renee.singh@em.myflorida.com</a></u> |
| Catalog of Federal Domestic Assistance (CFDA) Number and Name:                                                     | <u>97.039 Hazard Mitigation Program</u>                                               |
| Whether the award is R&D:                                                                                          | <u>N/A</u>                                                                            |
| Indirect cost rate for the Federal award:                                                                          | <u>N/A</u>                                                                            |



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 the City of Holly Hill, (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 subaward 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.

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, including those identified in Attachment C. 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:

Renee Singh, Project Manager  
Bureau of Mitigation  
Division of Emergency Management  
2702 Directors Row  
Orlando, Florida 32809-5631  
Telephone: (850) 815-4578  
Email: [renee.singh@em.myflorida.com](mailto:renee.singh@em.myflorida.com)

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

Steven Juengst, Facilities Supervisor  
1065 Ridgewood Avenue  
Holly Hill, Florida 32117  
Telephone: (386) 248-9463  
Fax: (386) 248-9499  
Email: [sjuengst@hollyhillfl.org](mailto:sjuengst@hollyhillfl.org)

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.



(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.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on November 30, 2019 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 Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is \$19,350.00.
- 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 against a performance measure, outlined in Attachment A, 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 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,

- 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. 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 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 three (3) years from the date of submission of the final expenditure report. The following are the only exceptions to the three (3) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 3-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 3 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the 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.

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 and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

#### (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](mailto:DEMSingle_Audit@em.myflorida.com)

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

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](mailto:DEMSingle_Audit@em.myflorida.com)

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 15 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 close-out report is due 60 days after termination of this Agreement or 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 Scope of Work.

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 D.

(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 review shall be done for each function or activity in Attachment A 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:

a. If 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;

b. If 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. If 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. If 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.**

- 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 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 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,

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. "Except 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.

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 Scope of Work
- iii. Attachment B – Program Statutes and Regulations
- iv. Attachment C – Statement of Assurances
- v. Attachment D – Request for Advance or Reimbursement
- vi. Attachment E – Justification of Advance Payment
- vii. Attachment F – Quarterly Report Form
- viii. Attachment G – Warranties and Representations
- ix. Attachment H – Certification Regarding Debarment, Suspension, Ineligibility
- x. Attachment I – Federal Funding Accountability and Transparency Act
- xi. Attachment J – Mandatory Contract Provisions

#### (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. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has 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 sixty (60) days after the expiration date of the agreement. 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.

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 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

b. 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

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 is not a local government or state agency, and 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;

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 19(g)2. 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 H) for 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.

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.”

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."

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

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.



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 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 (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:

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



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.

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 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.

#### (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. 7401-7671g) 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

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).

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;
- 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 (a) through (e) of this section.

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 C.

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

**SUB-RECIPIENT:** City of Holly Hill

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

FID#: 59-6000337

**STATE OF FLORIDA**

**DIVISION OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_

Name and Title: Wesley Maul, Interim Director

Date: \_\_\_\_\_

## EXHIBIT – 1

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

**Federal Program:** Federal Emergency Management Agency: Hazard Mitigation Grant

**Catalog of Federal Domestic Assistance Number:** 97.039

**Amount of Federal Funding:** \$ 19,350.00

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

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Commonly Applicable Statutes and Regulations

- 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
- Sections 1361(A) of the National Flood Insurance Act of 1968 (NFIA, or “the Act”), 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

**Federal Program:**

*List applicable compliance requirements as follows:*

1. Sub-Recipient is to use funding to perform the following eligible activities:
  - Retrofitting of existing buildings and 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 C.F.R., 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 sub-grant agreement and in Exhibit 1 be provided to the Sub-Recipient.*



## Attachment A

### Budget and Scope of Work

#### STATEMENT OF PURPOSE:

The purpose of this Scope of Work (SOW) is to protect the Bay Doors at the Fire Station in Holly Hill, Florida; funded through the Hazard Mitigation Grant Program (HMGP) **DR-4283-16-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Holly Hill, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

#### PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to retrofit City of Holly Hill's Fire Station, located at 1020 Daytona Avenue, Holly Hill, Florida, 32117.

The Sub-Recipient proposes to strengthen the Fire Station by installing storm rated Bay doors to protect the building during periods of natural disaster and enable facility to serve at capacity and remain operational.

The project shall provide protection against a 147 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Wind protections shall be provide on any other opening such as vents, louvers and exhaust fans. All installations will be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials will be certified to meet wind and impact standards. The local municipal or county building department will inspect and certify installation according to the manufacture specification.

#### TASKS & DELIVERABLES:

##### A) Tasks

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.



The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all opening protection products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The project shall protect the structure from windblown debris resulting from high wind storms which shall allow the function of the structures to continue following a severe wind event.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
- b) Local Building Official Inspection Report and Final Approval.
- c) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- d) Proof of compliance with Project Requirements and Conditions contained herein.

- 3) During the course of this agreement the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request, attesting to the completion of the work, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs

submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

**Construction Expense:** The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

**Project Management Expenses:** The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount;

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

## **B) Deliverables**

Mitigation Activities consist of providing protection to the Fire Station located at 1020 Daytona Avenue, Holly Hill, Florida 32117, by installing storm rated Bay Doors to protect the building during a natural disaster.

The project shall provide protection against a 147 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.



**PROJECT CONDITIONS AND REQUIREMENTS:****C) Engineering**

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final approval; as applicable.
- 3) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protect requirements on all products utilized.
- 4) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet or exceed the wind and impact standards of the current local codes.
- 5) Product Specifications documentation satisfying protection requirements for all products utilized shall be provided to the Division for closeout.
- 6) The Sub-Recipient shall follow all applicable State, Local and Federal Laws Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding. Glazing in structures shall be impact resistant or protected with an impact resistant covering meeting the requirements of SSTF 12, ASTM E 1886 and ASTM E 1996, ANSI/DASMA 115 (for garage doors and rolling doors) or Miami-Dade TAS 201, 202 and 203 or AAMA 506 referenced therein as follows:
  - a) Glazed openings located within 30 feet (9.1 m) of grade shall meet the requirements of the Large Missile Test
  - b) Glazed openings located more than 30 feet (9.1 m) above grade shall meet the provisions of the Small Missile Test.
  - c) Louvers protecting intake and exhaust ventilation ducts not assumed to be open that are located within 30 feet (9144 mm) of grade shall meet requirements of the Large Missile Test.

Impact-resistant coverings shall be tested at 1.5 times the design pressure (Positive or Negative) expressed in pounds per square feet as determined by the Florida Building Code, Building Section 1609 for which the specimen is to be tested.
- 7) The local municipal or county building department shall inspect the installation according to the manufacture's specification, and ensure that the above referenced standards have been met; documentation provided to the division for closeout.
- 8) The materials and work funded pursuant to this Subgrant Agreement are intended to decrease the vulnerability of the structure to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural or manmade disaster.
- 9) The funding provided by the Division under this subaward shall compensate for the materials labor and fees for the hardening activities as a retrofit measure for the Sub-Recipient's structures to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Division does not confer or imply any warranty of use or suitability for the work performed pursuant to this agreement. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.
- 10) This project has not been evaluated by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design

and Construction for Community Shelter, and thus does not provide "near absolute protection". It is understood and agreed by the Division and the Sub-Recipient that the structure may have vulnerabilities due to age, design and location which may result in damage to the structure from wind events even after the installation of the mitigation measures funded under this Subgrant Agreement. It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation action, although meeting State standards and codes and enhancing the structural integrity of the structure, does not ensure the safety or survival of occupants.

**D) Environmental:**

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- 2) Any change addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

**E) Programmatic:**

- 1) The Sub-Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 3) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30-days prior to the Period of Performance date, for review and approval by the Division; for submittal to FEMA for closeout.
- 4) Any extension of the Period of Performance shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

This is FEMA project number **HMGP-4283-16-R**, funded under FEMA-4283-DR-FL.

The project was approved by FEMA on November 09, 2017 and the Period of Performance (POP) for this project shall end on **November 30, 2019**.



**F. FINANCIAL CONSEQUENCES:**

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

**SCHEDULE OF WORK:**

|                                     |                  |
|-------------------------------------|------------------|
| State/Local Contracting Process:    | 3 Months         |
| Permitting:                         | 3 Months         |
| Bidding and Contracting:            | 3 Months         |
| Construction / Installation:        | 12 Months        |
| Final Inspection/Closeout:          | 3 Months         |
| <b>Total Period of Performance:</b> | <b>24 Months</b> |

**BUDGET:****Line Item Budget\***

|                  | <u>Project Cost</u> | <u>Federal Share</u> | <u>Local Share</u> |
|------------------|---------------------|----------------------|--------------------|
| Materials/Labor: | \$23,800.00         | \$17,850.00          | \$5,950.00         |
| Fees             | \$2,000.00          | \$1500.00            | \$500.00           |
| <b>Total:</b>    | <b>\$25,800.00</b>  | <b>\$19,350.00</b>   | <b>\$6,450.00</b>  |

*\*Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

**Funding Summary**

|                              |                    |               |
|------------------------------|--------------------|---------------|
| Federal Share:               | \$19,350.00        | (75%)         |
| Local Share:                 | \$6,450.00         | (25%)         |
| <b>Total Project Cost:**</b> | <b>\$25,800.00</b> | <b>(100%)</b> |

## Attachment B

### Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;



- (2) No new structure will be erected on property other than:
  - a. a public facility that is open on all sides and functionally related to a designed open space;
  - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty days prior to the project expiration date.

#### STATEMENT OF ASSURANCES

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act Of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes



- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) 42 U.S.C. 3789(d) or Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
- (23) 42 U.S.C. 5154a

## Attachment C

### Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
  - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., 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; and
  - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least 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.
- (f) It will comply with
  - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds 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 received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon 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;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (3) 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;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding 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 having special flood hazards. The phrase "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;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at [www.fema.gov/governmental/grant/sfha\\_conditions.shtm](http://www.fema.gov/governmental/grant/sfha_conditions.shtm)

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
  - (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and



- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the **“Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)”** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.
- (4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.  
  
If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.
- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all

reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.
- (m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626
- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;
- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;



- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (ii) With respect to demolition activities, it will:
  - (1) 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.
  - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
  - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the 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 County Health Department.
  - (4) Provide documentation of the inspection results for each structure to indicate:
    - a. Safety Hazard Present
    - b. Health Hazards Present
    - c. Hazardous Materials Present
  - (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
  - (6) Leave the demolished site clean, level and free of debris.
  - (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
  - (8) Obtain all required permits.
  - (9) 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. Provide documentation of closures.
  - (10) 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 (Public Law 94-163).



- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

## Attachment D

## DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR ADVANCE OR REIMBURSEMENT OF  
HAZARD MITIGATION ASSISTANCE PROGRAM FUNDSSUB-RECIPIENT NAME: City of Holly Hill

REMIT ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

PAYMENT #: \_\_\_\_\_ CONTRACT #: H0045FEMA TRACKING #: 4283-16-R INVOICE PERIOD: \_\_\_\_\_ to \_\_\_\_\_

| Eligible<br>Amount<br>100% | Obligated<br>Federal<br>75% | Obligated<br>Non-Federal<br>25% | Previous<br>Payments | Current<br>Request | DEM Use Only |          |
|----------------------------|-----------------------------|---------------------------------|----------------------|--------------------|--------------|----------|
|                            |                             |                                 |                      |                    | Approved     | Comments |
|                            |                             |                                 |                      |                    |              |          |
|                            |                             |                                 |                      |                    |              |          |
|                            |                             |                                 |                      |                    |              |          |

TOTAL CURRENT REQUEST: \$ \_\_\_\_\_

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.

SUB-RECIPIENT SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

|                        |          |                                      |
|------------------------|----------|--------------------------------------|
| APPROVED PROJECT TOTAL | \$ _____ | GOVERNOR'S AUTHORIZED REPRESENTATIVE |
| ADMINISTRATIVE COST    | \$ _____ |                                      |
| APPROVED FOR PAYMENT   | \$ _____ |                                      |
|                        |          | DATE _____                           |

**Attachment D  
(Continued)**

## DIVISION OF EMERGENCY MANAGEMENT

## SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MTIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of Holly Hill DISASTER #: 4283-16-R

CONTRACT #: H0045 FEMA TRACKING #: 4283

[illegible]



## Attachment E

## JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: City of Holly Hill

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 staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. 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.

ESTIMATED EXPENSES

| BUDGET CATEGORY/LINE ITEMS<br>(list applicable line items)                       | 20__-20__ Anticipated Expenditures for the First Three<br>Months of Contract |
|----------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| For Example<br><b>ADMINISTRATIVE COSTS</b><br>(Include Secondary Administration) |                                                                              |
| For Example<br><b>PROGRAM EXPENSES</b>                                           |                                                                              |
| <b>TOTAL EXPENSES</b>                                                            |                                                                              |

**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 shall 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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## Attachment F

**DIVISION OF EMERGENCY MANAGEMENT  
HAZARD MITIGATION GRANT PROGRAM  
QUARTERLY REPORT FORM**

SUB-RECIPIENT City of Holly Hill PROJECT #: 4283-16-R  
 PROJECT TYPE: Wind Retrofit Project CONTRACT#: H0045  
 DISASTER NUMBER: 4283 QUARTER ENDING: \_\_\_\_\_

Provide amount of advance funds disbursed for period (if applicable): \$ \_\_\_\_\_

Provide reimbursement projections for this project:

July-Sep 20\_\_ \$ \_\_\_\_\_ Oct-Dec 20\_\_ \$ \_\_\_\_\_ Jan-Mar 20\_\_ \$ \_\_\_\_\_ Apr-June 20\_\_ \$ \_\_\_\_\_  
 July-Sep 20\_\_ \$ \_\_\_\_\_ Oct-Dec 20\_\_ \$ \_\_\_\_\_ Jan-Mar 20\_\_ \$ \_\_\_\_\_ Apr-June 20\_\_ \$ \_\_\_\_\_

Percentage of Work Completed (may be confirmed by state inspector's): \_\_\_\_\_ %

Project Proceeding on Schedule: ☐ Yes ☐ No

Describe milestones achieved during this quarter:

Provide a schedule for the remainder of work to project completion:

Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:

Cost Status: : ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Additional Comments/Elaboration:

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project, such as, anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your subgrant award.

Name and Phone Number of Person Completing This Form \_\_\_\_\_

**Attachment G****Warranties and Representations**Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.



## Attachment H

**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

**City of Holly Hill**  
Sub-Recipient's Name

**H0045**  
DEM Contract Number

**4283-16-R**  
FEMA Project Number

## Attachment I

# FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT 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 \$25,000 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 \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4283-16-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$19,350.00

OBLIGATION/ACTION DATE: November 9, 2017

SUBAWARD DATE (if applicable): \_\_\_\_\_

DUNS#: 132869686

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: \_\_\_\_\_  
 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)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to retrofit City of Holly Hill's Fire Station, located at 1020 Daytona Avenue, Holly Hill, Florida, 32117.

The Sub-Recipient proposes to strengthen the Fire Station by installing storm rated Bay doors to protect the building during periods of natural disaster and enable facility to serve at capacity and remain operational.

The project shall provide protection against a 147 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Wind protections shall be provide on any other opening such as vents, louvers and exhaust fans. All installations will be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials will be certified to meet wind and impact standards. The local municipal or county building department will inspect and certify installation according to the manufacture specification.

*Verify the approved project description above, if there is any discrepancy, please contact the project manager.*

**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" 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 \_\_\_\_\_)

| <b>Rank</b><br>(Highest to<br>Lowest) | <b>Name</b><br>(Last, First, MI) | <b>Title</b> | <b>Total Compensation</b><br><b>for Most Recently</b><br><b>Completed Fiscal Year</b> |
|---------------------------------------|----------------------------------|--------------|---------------------------------------------------------------------------------------|
| <b>1</b>                              |                                  |              |                                                                                       |
| <b>2</b>                              |                                  |              |                                                                                       |
| <b>3</b>                              |                                  |              |                                                                                       |
| <b>4</b>                              |                                  |              |                                                                                       |
| <b>5</b>                              |                                  |              |                                                                                       |

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

SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



## Attachment J

### Mandatory Contract Provisions

#### Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. 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:

#### OMB Guidance

#### Pt. 200, App. II

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3149). 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 3146-3149) 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 sub-recipient 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) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) 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 Excluded Parties List System 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." The Excluded Parties List System in SAM 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.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more 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



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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.

(K) See § 200.322 Procurement of recovered materials.

**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.

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 § 200.469 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 similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

**2. Criteria for Distribution**

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to



**STAFF REPORT  
CITY OF HOLLY HILL, FLORIDA**

**City Commission  
Resolution**

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**MEETING DATE:** January 9, 2018  
**FROM:** Mark Juliano  
**SUBJECT:** Resolution 2018-R-02 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into Grant Agreement H0044 with the Florida Division of Emergency Management and Perform a Budget Appropriation in the Amount of \$24,000 to the General Fund; Providing for Severability; and Providing for an Effective Date.  
**NUMBER:** (ID # 1875)  
**APPLICANT:**  
**PLANNER:**

---

**DISCUSSION:**

The City of Holly Hill has qualified for a \$17,966 grant through the Federal Emergency Management Agency's Hazard Mitigation Grant Program to replace hurricane panels at City Hall. This grant will be administered through the State of Florida Division of Emergency Management through agreement # H0044.

The hurricane panels currently used at City Hall have become brittle due to age and sun exposure. In order to remain in compliance with the direction of the State of Florida Division of Historical Resources, the hurricane panels proposed in the grant agreement are clear Lexan panels similar to the ones currently used at City Hall.

Within City Hall is the City's Emergency Operations Center, as well as critical documents and electronic infrastructure. As such, it is imperative that City Hall be protected as much as possible from natural disaster.

**FISCAL ANALYSIS:**

This grant is a cost reimbursement grant. As such, the City will need to cover the full amount of the project, estimated to be \$23,955 until such time that reimbursement is received. Reimbursement will be given for 75% of the project cost for an anticipated \$17,966. The City will be responsible for the remaining 25% of the project cost for an anticipated \$5,989.

These costs were not accounted for in the 2017-2018 budget. As such, an appropriation for the amount of \$24,000 will be needed. Of the \$24,000 appropriated, an anticipated \$17,966 will be repaid upon receipt of reimbursement.

Please see the attached budget amendment under Exhibit A for the appropriation request.

**STAFF RECOMMENDATION:**

Approve the grant agreement with the Florida Division of Emergency Management.

**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 RESOLUTION 2018-R-02, AUTHORIZING THE CITY MANAGER TO ENTER INTO GRANT AGREEMENT H0044 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND PERFORM A BUDGET APPROPRIATION IN THE AMOUNT OF \$24,000 TO THE GENERAL FUND.**

**ATTACHMENTS:**

- Exhibit A - BA FEMA Hurr Panels Grant (PDF)
- FDEM Grant Agreement H0044 (PDF)



**Resolution No. (ID # 1875)**

**RESOLUTION 2018-R-02 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO GRANT AGREEMENT H0044 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND PERFORM A BUDGET APPROPRIATION IN THE AMOUNT OF \$24,000 TO THE GENERAL FUND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**RESOLUTION 2018-R-02**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO GRANT AGREEMENT H0044 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND PERFORM A BUDGET APPROPRIATION IN THE AMOUNT OF \$24,000 TO THE GENERAL FUND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Holly Hill has qualified for a \$17,966 grant to replace the City Hall hurricane panels, funded by the Federal Emergency Management Agency and administered through the Florida Division of Emergency Management; and

**WHEREAS**, City Hall houses the City's Emergency Operations Center as well as critical documents and electronic infrastructure; and

**WHEREAS**, this grant requires the City to match the anticipated award of \$17,966 with \$5,989 of the City's own funding and requires that the award funds be provided on a reimbursement basis.

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

**SECTION 1.** That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into Grant Agreement H0044 with the Florida Division of Emergency Management.

**SECTION 2.** That the City Commission of the City of Holly Hill does hereby grant approval for the City Manager to perform a budget appropriation to add \$24,000 into the Capital Outlay Account 301-4172-572-6200. Of the \$24,000 allocated, \$17,966 shall be repaid upon receipt of reimbursement funds awarded by Grant Agreement H0044 with the Florida Division of Emergency Management.

**SECTION 3. SEVERABILITY.** If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 9<sup>th</sup> day of JANUARY, 2018.**

**CITY OF HOLLY HILL**  
**Budget Amendment Request**  
**Fiscal Year 2017-2018**

|                       |            |
|-----------------------|------------|
| Requesting Department | Date       |
| Public Works          | 12/11/2017 |

|                                 |                           |                                  |
|---------------------------------|---------------------------|----------------------------------|
| TAKE FUNDS FROM ACCOUNT NUMBER: | ACCOUNT DESCRIPTION:      | AMOUNT (Round to \$100)          |
| 001-0000-331-11-00              | FEMA - HMGP Grant         | 18,000.0                         |
| 001-0000-380-10-00              | Appropriated Fund Balance | 6,000.0                          |
|                                 |                           |                                  |
|                                 | Total                     | 24,000.0<br>(Rounded to \$100's) |

|                              |                         |                                  |
|------------------------------|-------------------------|----------------------------------|
| ADD FUNDS TO ACCOUNT NUMBER: | Capital Outlay-Building | AMOUNT (Round to \$100's)        |
| 301-4172-572-62-00           |                         | 24,000.0                         |
|                              |                         |                                  |
|                              |                         |                                  |
|                              | Total                   | 24,000.0<br>(Rounded to \$100's) |

**Purpose of Transfer:** (include as much detail as possible)

Appropriating Fund Balance for the coverage of Grant Agreement #H0044 with the Florida Division of Emergency Management to replace hurricane panels at City Hall. \$17,966 will be reimbursed by FEMA HMGP Grant; the remainder will be from appropriated fund balance.

**Note:** Funds can only be transferred within the same fund and same department without requiring further commission action. In addition funds can only be expended after amendment is completed.

## ----- Management Approvals -----

|                           |          |
|---------------------------|----------|
|                           | 12/15/17 |
| Department Head Signature | Date     |

|                        |      |
|------------------------|------|
|                        |      |
| City Manager Signature | Date |

## ----- For Finance Use Only -----

|                            |          |
|----------------------------|----------|
| Step 1: Finance Review     |          |
|                            | 12/18/17 |
| Finance Director Signature | Date     |

## Step 2: Budget Adjustment Entry

Funds are available for this request? ☒ Yes ☐ No

|                    |            |                    |
|--------------------|------------|--------------------|
|                    | 12-18-2017 |                    |
| Employee Signature | Date       | HTE Group #<br>588 |

Attachment: Exhibit A - BA FEMA Hurr Panels Grant (1875 : Hurricane Panels Grant)



Agreement Number: H0044  
 Project Number: 4283-13-R

### 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:                                                                                              | <u>City of Holly Hill</u>                                                             |
| Sub-Recipient's unique entity identifier:                                                                          | <u>F59-6000337</u>                                                                    |
| Federal Award Identification Number (FAIN):                                                                        | <u>FEMA-DR-4283-FL</u>                                                                |
| Federal Award Date:                                                                                                | <u>October 19, 2017</u>                                                               |
| Subaward Period of Performance Start and End Date:                                                                 | <u>Upon Execution thru October 31, 2019</u>                                           |
| Amount of Federal Funds Obligated by this Agreement:                                                               | <u>\$17,966.00</u>                                                                    |
| Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement: | <u>\$17,966.00</u>                                                                    |
| Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity                        | <u>\$17,966.00</u>                                                                    |
| Federal award project description (see FFATA):                                                                     | <u>City of Holly Hill – Wind Retrofit Project</u>                                     |
| Name of Federal awarding agency:                                                                                   | <u>Federal Emergency Management Agency</u>                                            |
| Name of pass-through entity:                                                                                       | <u>FL Division of Emergency Management</u>                                            |
| Contact information for the pass-through entity:                                                                   | <u><a href="mailto:Renee.singh@em.myflorida.com">Renee.singh@em.myflorida.com</a></u> |
| Catalog of Federal Domestic Assistance (CFDA) Number and Name:                                                     | <u>97.039 Hazard Mitigation Program</u>                                               |
| Whether the award is R&D:                                                                                          | <u>N/A</u>                                                                            |
| Indirect cost rate for the Federal award:                                                                          | <u>N/A</u>                                                                            |

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 the City of Holly Hill, (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 subaward 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.

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, including those identified in Attachment C. 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:

Renee Singh, Project Manager  
Bureau of Mitigation  
Division of Emergency Management  
2702 Directors Row  
Orlando, Florida 32809-5631  
Telephone: (850) 815-4578  
Email: [renee.singh@em.myflorida.com](mailto:renee.singh@em.myflorida.com)

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

Steven Juengst, Facilities Supervisor  
1065 Ridgewood Avenue  
Holly Hill, Florida 32117  
Telephone: (386) 248-9463  
Fax: (386) 248-9499  
Email: [sjuengst@hollyhillfl.org](mailto:sjuengst@hollyhillfl.org)

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.



(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.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on October 31, 2019, 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 Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is \$17,966.00.
- 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 against a performance measure, outlined in Attachment A, 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 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,

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. 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 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 three (3) years from the date of submission of the final expenditure report. The following are the only exceptions to the three (3) year requirement:



i. If any litigation, claim, or audit is started before the expiration of the 3-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 3 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the 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.

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 and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

#### (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](mailto:DEMSingle_Audit@em.myflorida.com)

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General  
2555 Shumard Oak Boulevard  
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](mailto:DEMSingle_Audit@em.myflorida.com)

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 15 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 close-out report is due 60 days after termination of this Agreement or 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 Scope of Work.

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 D.

(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 review shall be done for each function or activity in Attachment A 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:

a. If 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;

b. If 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. If 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. If 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.**

- 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 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 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,

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:

business;

- i. Place unreasonable requirements on firms in order for them to qualify to do
- 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. "Except 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.

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 Scope of Work
- iii. Attachment B – Program Statutes and Regulations
- iv. Attachment C – Statement of Assurances
- v. Attachment D – Request for Advance or Reimbursement
- vi. Attachment E – Justification of Advance Payment
- vii. Attachment F – Quarterly Report Form
- viii. Attachment G – Warranties and Representations
- ix. Attachment H – Certification Regarding Debarment, Suspension, Ineligibility
- x. Attachment I – Federal Funding Accountability and Transparency Act
- xi. Attachment J – Mandatory Contract Provisions

#### (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. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has 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 sixty (60) days after the expiration date of the agreement. 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.

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 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

b. In accordance with Section 215.34(2), Florid 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

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 is not a local government or state agency, and 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;

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 19(g)2. 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 H) for 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.

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.”

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."

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

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.



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 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 (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:

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

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.

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 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.

#### (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

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).

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;
- 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 (a) through (e) of this section.

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 C.

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

**SUB-RECIPIENT:** \_\_\_\_\_

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

FID#: \_\_\_\_\_

**STATE OF FLORIDA**

**DIVISION OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_

Name and Title: Wesley Maul, Interim Director

Date: \_\_\_\_\_

## EXHIBIT – 1

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

Federal Program: Federal Emergency Management Agency: Hazard Mitigation Grant  
 Catalog of Federal Domestic Assistance Number: 97.039  
 Amount of Federal Funding: \$ 17,966.00

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

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Commonly Applicable Statutes and Regulations

- 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
- Sections 1361(A) of the National Flood Insurance Act of 1968 (NFIA, or “the Act”), 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

Federal Program:

*List applicable compliance requirements as follows:*

1. Sub-Recipient is to use funding to perform the following eligible activities:
  - Elevation of flood prone structures
  - Localized Minor Drainage Improvement
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 C.F.R., 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 sub-grant agreement and in Exhibit 1 be provided to the Sub-Recipient.*

## Attachment A

### Budget and Scope of Work

#### STATEMENT OF PURPOSE:

The purpose of this Scope of Work (SOW) is to protect the City Hall, located in Holly Hill, Florida; funded through the Hazard Mitigation Grant Program (HMGP) **DR-4283-13-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Holly Hill agrees to administer and complete the project, which per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

#### PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to strengthen the City Hall, located at 1065 Ridgewood Avenue, Holly Hill, Florida 32117.

The proposed project includes the installation of storm rated panels on windows and doors to protect the building during periods of natural disaster and enable facility to serve at capacity and remain operational.

Protection shall be provided on any other openings such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specification.

The project shall provide protection against a 129 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued. The local municipal or county building department shall inspect and certify installation according to the manufacture specification.

#### TASKS & DELIVERABLES:

##### A) Tasks

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.



The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all opening protection products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The project shall protect the building from windblown debris resulting from high windstorms, which shall allow the function of the structures to continue following a severe wind event.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
  - b) Local Building Official Inspection Report and Final Approval.
  - c) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
  - d) Proof of compliance with Project Requirements and Conditions contained herein.
- 3) During the course of this Agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, not all project activities may be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request, attesting to the completion of the work, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this

Agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation, which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this Agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount;

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

## **B) Deliverables**

Mitigation Activities consist of providing protection to the City Hall, located at 1065 Ridgewood Avenue, Holly Hill, Florida 32117, by installing storm rated panels on windows and doors to protect the building during periods of natural disasters.

The project shall provide protection against a 129 MPH winds.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

**PROJECT CONDITIONS AND REQUIREMENTS:****C) Engineering**

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final approval; as applicable.
- 3) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protect requirements on all products utilized.
- 4) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet or exceed the wind and impact standards of the current local codes.
- 5) Product Specifications documentation satisfying protection requirements for all products utilized shall be provided to the Division for closeout.
- 6) The Sub-Recipient shall follow all applicable State, Local and Federal Laws Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding. Glazing in buildings shall be impact resistant or protected with an impact resistant covering meeting the requirements of SSTD 12, ASTM E 1886 and ASTM E 1996, ANSI/DASMA 115 (for garage doors and rolling doors) or Miami-Dade TAS 201, 202 and 203 or AAMA 506 referenced therein as follows:
  - a) Glazed openings located within 30 feet (9.1 m) of grade shall meet the requirements of the Large Missile Test
  - b) Glazed openings located more than 30 feet (9.1 m) above grade shall meet the provisions of the Small Missile Test.
  - c) Louvers protecting intake and exhaust ventilation ducts not assumed to be open that are located within 30 feet (9144 mm) of grade shall meet requirements of the Large Missile Test.

Impact-resistant coverings shall be tested at 1.5 times the design pressure (Positive or Negative) expressed in pounds per square feet as determined by the Florida Building Code, Building Section 1609 for which the specimen is to be tested.
- 7) The local municipal or county building department shall inspect the installation according to the manufacture's specification, and ensure that the above referenced standards have been met; documentation provided to the division for closeout.
- 8) The materials and work funded pursuant to this subgrant Agreement are intended to decrease the vulnerability of the building to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural or manmade disaster.
- 9) The funding provided by the Division under this subgrant shall compensate for the materials labor and fees for the hardening activities as a retrofit measure for the Sub-Recipient's buildings to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Division does not confer or imply any warranty of use or suitability for the work performed pursuant to this agreement. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.
- 10) This project has not been evaluated by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Shelter, and thus does not provide "near absolute protection". It is understood and agreed by the Division and the Sub-Recipient that the building may have vulnerabilities

due to age, design and location, which may result in damage to the building from wind events even after the installation of the mitigation measures funded under this Subgrant Agreement. It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation action, although meeting State standards and codes and enhancing the structural integrity of the building, does not ensure the safety or survival of building occupants.

**D) Environmental:**

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- 2) Any change addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA *in advance regardless of the budget implications.*
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

**E) Programmatic:**

- 1) The Sub-Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 3) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30-days prior to the Period of Performance date, for review and approval by the Division; for submittal to FEMA for closeout.
- 4) Any extension of the Period of Performance shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance extension shall be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

This is FEMA project number **HMGP 4283-13-R**, funded under FEMA-4283-DR-FL.

The project was awarded by FEMA October 19, 2017, and the Period of Performance for this project shall end on October 31, 2019.



**F) FINANCIAL CONSEQUENCES:**

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

**SCHEDULE OF WORK:**

|                                     |                  |
|-------------------------------------|------------------|
| State Contracting                   | 3 Months         |
| Permitting:                         | 3 Months         |
| Bidding and Contracting:            | 2 Months         |
| Installation:                       | 12 Months        |
| Weather Delays:                     | 1 Months         |
| Final Inspection/Closeout:          | 3 Months         |
| <b>Total Period of Performance:</b> | <b>24 Months</b> |

**BUDGET:****Line Item Budget\***

|                 | <u>Project Cost</u> | <u>Federal Share</u> | <u>Local Share</u> |
|-----------------|---------------------|----------------------|--------------------|
| Materials/Labor | \$23,955.00         | \$17,966.00          | \$5,989.00         |
| <b>Total:</b>   | <b>\$23,955.00</b>  | <b>\$17,966.00</b>   | <b>\$5,989.00</b>  |

*\*Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

**Funding Summary**

|                              |                    |               |
|------------------------------|--------------------|---------------|
| Federal Share:               | \$17,966.00        | (75%)         |
| Local Share:                 | \$5,989.00         | (25%)         |
| <b>Total Project Cost:**</b> | <b>\$23,955.00</b> | <b>(100%)</b> |

## Attachment B

### Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

- (2) No new structure will be erected on property other than:
  - a. a public facility that is open on all sides and functionally related to a designed open space;
  - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty days prior to the project expiration date.

#### STATEMENT OF ASSURANCES

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act Of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes

- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) 42 U.S.C. 3789(d) or Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
- (23) 42 U.S.C. 5154a



## Attachment C

### Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension or termination is received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
  - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., 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; and
  - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least 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.
- (f) It will comply with
  - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds 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 received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon 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;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (3) 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;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding 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 having special flood hazards. The phrase "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;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at [www.fema.gov/governmenta/grant/sfha\\_conditions.shtml](http://www.fema.gov/governmenta/grant/sfha_conditions.shtml)

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
  - (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the **“Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)”** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.
- (4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.  
  
If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.
- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all

reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.
- (m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626
- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;
- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;



- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (ii) With respect to demolition activities, it will:
  - (1) 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.
  - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
  - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the 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 County Health Department.
  - (4) Provide documentation of the inspection results for each structure to indicate:
    - a. Safety Hazard Present
    - b. Health Hazards Present
    - c. Hazardous Materials Present
  - (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
  - (6) Leave the demolished site clean, level and free of debris.
  - (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
  - (8) Obtain all required permits.
  - (9) 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. Provide documentation of closures.
  - (10) 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 (Public Law 94-163).

- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

## Attachment D

## DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR ADVANCE OR REIMBURSEMENT OF  
HAZARD MITIGATION ASSISTANCE PROGRAM FUNDSSUB-RECIPIENT NAME: City of Holly Hill

REMIT ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

PAYMENT #: \_\_\_\_\_ CONTRACT #: H0044FEMA TRACKING #: 4283-13-R INVOICE PERIOD: \_\_\_\_\_ to \_\_\_\_\_

| Eligible<br>Amount<br>100% | Obligated<br>Federal<br>75% | Obligated<br>Non-Federal<br>25% | Previous<br>Payments | Current<br>Request | DEM Use Only |          |
|----------------------------|-----------------------------|---------------------------------|----------------------|--------------------|--------------|----------|
|                            |                             |                                 |                      |                    | Approved     | Comments |
|                            |                             |                                 |                      |                    |              |          |
|                            |                             |                                 |                      |                    |              |          |
|                            |                             |                                 |                      |                    |              |          |

TOTAL CURRENT REQUEST: \$ \_\_\_\_\_

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.

SUB-RECIPIENT SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

|                        |          |                                      |
|------------------------|----------|--------------------------------------|
| APPROVED PROJECT TOTAL | \$ _____ | GOVERNOR'S AUTHORIZED REPRESENTATIVE |
| ADMINISTRATIVE COST    | \$ _____ |                                      |
| APPROVED FOR PAYMENT   | \$ _____ |                                      |
|                        |          | DATE _____                           |

Attachment D  
(Continued)

## DIVISION OF EMERGENCY MANAGEMENT

**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT  
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE  
HAZARD MTIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: City of Holly Hill DISASTER #: 4283-

CONTRACT #: H0044 FEMA TRACKING #: 4283-13-R

[illegible]



## Attachment E

## JUSTIFICATION OF ADVANCE PAYMENT

SUB-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 staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. 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.

**ESTIMATED EXPENSES**

| BUDGET CATEGORY/LINE ITEMS<br>(list applicable line items)                       | 20____-20____ Anticipated Expenditures for the First Three<br>Months of Contract |
|----------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| For Example<br><b>ADMINISTRATIVE COSTS</b><br>(Include Secondary Administration) |                                                                                  |
| For Example<br><b>PROGRAM EXPENSES</b>                                           |                                                                                  |
| <b>TOTAL EXPENSES</b>                                                            |                                                                                  |

**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 shall 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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## Attachment F

**DIVISION OF EMERGENCY MANAGEMENT  
HAZARD MITIGATION GRANT PROGRAM  
QUARTERLY REPORT FORM**

RECEIPT City of Holly Hill PROJECT #: 4283-13-R  
 PROJECT TYPE: Wind Retrofit Project CONTRACT#: H0044  
 DISASTER NUMBER: 4283 QUARTER ENDING: \_\_\_\_\_

Provide amount of advance funds disbursed for period (if applicable): \$ \_\_\_\_\_

Provide reimbursement projections for this project:

July-Sep 20 \$ \_\_\_\_\_ Oct-Dec 20 \$ \_\_\_\_\_ Jan-Mar 20 \$ \_\_\_\_\_ Apr-June 20 \$ \_\_\_\_\_  
 July-Sep 20 \$ \_\_\_\_\_ Oct-Dec 20 \$ \_\_\_\_\_ Jan-Mar 20 \$ \_\_\_\_\_ Apr-June 20 \$ \_\_\_\_\_

Percentage of Work Completed (may be confirmed by state inspector's): \_\_\_\_\_ %

Project Proceeding on Schedule: ☐ Yes ☐ No

Describe milestones achieved during this quarter:

\_\_\_\_\_

\_\_\_\_\_

Provide a schedule for the remainder of work to project completion:

\_\_\_\_\_

\_\_\_\_\_

Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:

\_\_\_\_\_

\_\_\_\_\_

Cost Status: : ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Additional Comments/Elaboration:

\_\_\_\_\_

\_\_\_\_\_

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project, such as, anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your subgrant award.

Name and Phone Number of Person Completing This Form \_\_\_\_\_

**Attachment G**  
**Warranties and Representations**

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

## Attachment H

**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

City of Holly Hill  
Sub-Recipient's Name

H0044  
DEM Contract Number

4283-13-R  
FEMA Project Number



## Attachment I

# FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT 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 \$25,000 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 \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4283-13-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$17,966.00

OBLIGATION/ACTION DATE: October 19, 2017

SUBAWARD DATE (if applicable): \_\_\_\_\_

DUNS#: 132869686

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: \_\_\_\_\_  
 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)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to strengthen the City Hall, located at 1065 Ridgewood Avenue, Holly Hill, Florida 32117.

The proposed project includes the installation of storm rated panels on windows and doors to protect the building during periods of natural disaster and enable facility to serve at capacity and remain operational.

Protection shall be provided on any other openings such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specification.

The project shall provide protection against a 129 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued. The local municipal or county building department shall inspect and certify installation according to the manufacture specification.

*Verify the approved project description above, if there is any discrepancy, please contact the project manager.*

**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" 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<br>(Highest to<br>Lowest) | Name<br>(Last, First, MI) | Title | Total Compensation<br>for Most Recently<br>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: \_\_\_\_\_



## Attachment J

## Mandatory Contract Provisions

## Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. 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:

## OMB Guidance

## Pt. 200, App. II

(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 sub-recipient 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) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) 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 Excluded Parties List System 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 1996 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM 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.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more 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

## Pt. 200, App. III

## 2 CFR Ch. II (1-1-14 Edition)

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.

(K) See §200.322 Procurement of recovered materials.

**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.

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 §200.463 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 similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

**2. Criteria for Distribution**

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to

## Pt. 200, App. III

## 2 CFR Ch. II (1-1-14 Edition)

other award covered by 31 U.S.C. 1353. 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.

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(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.

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**2. Criteria for Distribution**

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## Attachment J

## Mandatory Contract Provisions

## Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. 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:

## OMB Guidance

## Pt. 200, App. II

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(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) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) 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 Excluded Parties List System 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." The Excluded Parties List System in SAM 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.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more 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



## TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion \_\_\_\_\_)

| Rank<br>(Highest to<br>Lowest) | Name<br>(Last, First, MI) | Title | Total Compensation<br>for Most Recently<br>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: \_\_\_\_\_



**STAFF REPORT  
CITY OF HOLLY HILL, FLORIDA**

**City Commission  
Agenda Item**

---

**MEETING DATE:** January 9, 2018  
**FROM:** Kurt Swartzlander  
**SUBJECT:** CDBG Agreement - Halifax Urban Ministries  
**NUMBER:** (ID # 1879)  
**APPLICANT:**  
**PLANNER:**

---

**DISCUSSION:**

In order to comply with the requirements of the CDBG Grant the City must enter into an agreement with Halifax Urban Ministries (HUM) to predetermine the expenditures allowed under the grant.

The City and HUM have agreed upon expenditures towards kitchen equipment for the Fiscal Year 2017-2018. These expenditures are to benefit Hope Place.

**FISCAL**

**ANALYSIS:**

This is a straight pass through grant to HUM in the amount of \$14,098.00.

**STAFF**

**RECOMMENDATION:**

Approve the agreement as presented.

**COMMISSION GOAL:**

N/A

**MOTION:**

Authorize the Mayor and City Manager to execute the agreement with Halifax Urban Ministries and seek reimbursement under the CDBG grant.

- Agreement with HUM FY 17-18 - CDBG Grant (PDF)
- Exhibit "A" List of eligible expenditures. (PDF)

**Community Development  
Subrecipient Agreement  
FY 2017-2018**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **City of Holly Hill**, State of Florida, as the Implementer of the Community Development Block Grant Program (hereinafter referred to as "City"), and **Halifax Urban Ministries, Inc.** (hereinafter referred to as "Halifax Urban Ministries").

**WITNESSETH**

**WHEREAS**, the City has received funding under the federal Community Development Block Grant (CDBG) program from the County of Volusia, and,

**WHEREAS**, the City desires to engage Halifax Urban Ministries to provide homelessness prevention services within the City for the benefit of low-moderate income families.

**NOW THEREFORE**, the parties hereto do mutually agree as follows:

**1. Scope of Service**

The purpose of this agreement is to define the roles and responsibilities of the City and Halifax Urban Ministries in assisting the City residents with homelessness prevention through the use of Community Development Block Grant funding through the City.

**2. Confidentiality**

All parties agree to observe the confidentiality provisions of their respective programs and regulations. All appropriate information, with respect to participant eligibility and employment, may be shared. This may include the use of an electronic database system for sharing appropriate information among parties. Records are public and must be made available if requested.

**3. Responsibilities of the City**

The City will receive and review monthly status reports and reimbursement requests from Halifax Urban Ministries. Once approved and paid by the City, a request for reimbursement will be submitted to Volusia County Community Assistance for reimbursement to the City.

**4. Responsibilities of the Halifax Urban Ministries**

Halifax Urban Ministries will provide services to the homeless at Hope Place, located at 1340 Wright Street, Daytona Beach, Florida, 32117 (Facility). Hope Place will assist

homeless families with children and unaccompanied youth to gain independent living as one in five homeless individuals in Volusia County is a child.

Halifax Urban Ministries will submit monthly status reports, reimbursement requests, and a LMI CDBG Clientele Status Report to the City. (Attachment I) Reimbursement requests must include backup documentation to include proof of payment, copies of invoices, receipts.

## **5. Income Verification**

Homelessness is an eligible population for the use of Community Development Block Grant (CDBG) funding; therefore, all Hope Place clients qualify under CDBG income requirements.

## **6. Term of Contract**

The services of Halifax Urban Ministries will begin on January 1, 2018, and shall be completed by September 30, 2018. CDBG funding awarded for public services must be spent during the program year in which they were awarded; therefore, no extensions of this agreement will be allowed. This Agreement shall terminate if the Subrecipient Agreement between the County and the City (attached hereto marked as Exhibit A) is terminated for any reason.

## **7. Compensation**

Halifax Urban Ministries shall be paid an amount not to exceed **\$14,908** for full performance of the services specified under this agreement. The funding provided is to reimburse equipment purchased at the Facility from the list of equipment in Exhibit "A" attached hereto. Compensation shall be allowed on a reimbursement basis only after expenditures have been incurred and paid by Halifax Urban Ministries in conformity with the approved budget.

In every case, payment will be made subject to receipt of a request for payment from Halifax Urban Ministries specifying and certifying that such expenses have been incurred and expended in conformance with this agreement and that Halifax Urban Ministries is entitled to receive the amount requested under the terms of the agreement.

Halifax Urban Ministries shall not claim reimbursement from the City for that portion of its obligation which has been paid by another source of revenue.

## **8. Budget**

Community Development Block Funds will be used to fund electrical and water utility costs for the Facility.

## **General Terms and Conditions**



- A. Halifax Urban Ministries agrees to submit program status reports and funds reimbursement requests on a monthly basis, **due to the City by the 5<sup>th</sup> of each month (or the next business day if the 5<sup>th</sup> is a weekend or holiday)**, or more frequently if requested, and other reports as may be required. (Attachment I) Failure to submit the required documents within the above time requirements shall constitute waiver of entitlement to reimbursement for the costs to be included with said submittal
- B. Halifax Urban Ministries agrees to maintain racial, ethnic, gender, head of household, household income, and household size data showing the extent to which these categories of persons have participated in, or benefited from the project, and to submit this information to the City within 30 days of the last request from the City.
- C. Halifax Urban Ministries agrees to keep all necessary books and records, including property, personnel, and financial records, in connection with the operations and services performed under this agreement, and shall document all transactions and services performed under this agreement, and shall document all transactions so that all expenditures may be properly audited.
- D. Halifax Urban Ministries agrees that the City, or any authorized representative, has access to and the right to examine all records, books, papers or documents related to the project.
- E. Halifax Urban Ministries hereby severally warrants that all project records, books, papers, and documents will be retained for a period of not less than five (5) years after the project terminates and grants the City the option of retention of the project records, books, papers, and documents.
- F. Halifax Urban Ministries agrees to purchase any necessary insurance if its project and or the nature of the project requires insurance.
- G. Halifax Urban Ministries hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves, members of their family or any person with a business relationship. Further, no member, officer, or employee of Halifax Urban Ministries who exercises and functions or responsibility with respect to the program during his or her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves, a family member or any person with a business relationship, for work to be performed in connection with the program assisted under this agreement.

- H. The undersigned person signing as an officer on behalf of Halifax Urban Ministries, a party to this agreement, hereby severally warrants and represents that said person has authority to enter into this agreement on behalf of said Halifax Urban Ministries and to bind same to this agreement, and further that Halifax Urban Ministries has authority to enter into this agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this agreement.
- I. Neither the City, nor the County, shall be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Halifax Urban Ministries, its staff or clientele; and Halifax Urban Ministries hereby agrees to defend, hold harmless and indemnify the City and the County from and against all liabilities for debts, obligations, and negligence. No payment, however, final or otherwise, shall operate to release Halifax Urban Ministries from any obligations under this agreement.
- J. Nothing contained in this agreement is intended to, or shall be construed in any manner to, create or establish an employer-employee relationship between the parties, nor shall any employee of Halifax Urban Ministries by virtue of this agreement by an employee of the City for any purpose whatsoever, nor shall any employee of Halifax Urban Ministries be entitled to any of the rights, privileges, or benefits of City employees. Halifax Urban Ministries shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. Halifax Urban Ministries assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.
- K. Attached hereto marked as Exhibit "B" is the Subrecipient Agreement between the County and the City, the terms of which are hereby incorporated herein. To the extent of a conflict with this Agreement, the terms of the Subrecipient Agreement shall prevail.
- L. Halifax Urban Ministries acknowledges receipt of a copy of the following Code of Federal Regulations:
- 2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

M. Compliance with Florida Public Records Law

Halifax Urban Ministries expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the contracted service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

(e) Failure of Halifax Urban Ministries to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Agreement to termination for cause by the City.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract.

Witnesses:

**CITY OF HOLLY HILL**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
**JOHN PENNY**  
Mayor

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
**JOSEPH FORTE**  
City Manager

Witnesses:

**HALIFAX URBAN MINISTRIES**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
**SUE ELLEN JACKSON**  
Executive Director

711 West International Speedway Boulevard • Daytona Beach, Florida 32114

Phone 352-4591 • Fax 352-6265

Angela's  
Restaurant  
Supplies

Paul

I TRIED TO GET NUMBERS DOWN BUT  
NOTICED THAT I HAD LEFT OFF THE 2DICE  
REQUIREMENT.

ALSO REFUSED THE SHELVING AND  
ADDED THE FREIGHT. DID GET FREE FREIGHT  
ON HOBART-VOLATH. ADVANCE TABCO. TRIED  
TO GET UNDER 100,000.00 BUT NOT ABLE.

IF YOU HAVE ANY QUESTIONS CALL ME  
ANYTIME.

THANK YOU  
Paul



NEW • USED

BUY • SELL

# Angela's

RESTAURANT SUPPLIES

711 W. Intl. Speedway Blvd.  
Daytona Beach, FL 32114  
(386) 255-4591  
(386) 252-6265 Fax



No.: 172432

Page 1

Date: 10/16/17

P.O. No.:

Terms:

☐ TAX EX.☐ TAXABLE

Packet Pg. 147

Attachment: Exhibit - Halifax Urban Ministries. (6871) "A" Invoice

BILL TO

SHIP TO

HALIFAX URBAN MINISTRIES

16 Maple Place

\* THIS WAS MISSED ON

OTHER INVOICE / NOTE

SHIP VIA

| QUANTITY ORDERED | DESCRIPTION                     | QTY. B.O. | LIST PRICE | SELL PRICE | AMOUNT  |
|------------------|---------------------------------|-----------|------------|------------|---------|
| 1 EA             | ITEM #2 MAPS AND CURTAINS       |           | 765.00     | 765.00     | 765.00  |
| 2 EA             | ITEM #4 LOCKERS                 |           | 715.00     | 1430.00    | 1430.00 |
| 2 EA             | ITEM #4 TOP KIT                 |           | 250.00     | 500.00     | 500.00  |
| 1 EA             | ITEM #5 TRAYS/PORT UTILITY CART |           | 750.00     | 750.00     | 750.00  |
| 8 EA             | ITEM #7 24X36 WIRE SHELVING     |           | 56.50      | 452.00     | 452.00  |
| 4 EA             | ITEM #7 24X60 " "               |           | 71.30      | 285.00     | 285.00  |
| 12 EA            | ITEM #7 EDPG-74 ROLES           |           | 25.50      | 306.00     | 306.00  |
| 3 SETS           | ITEM #7 EC-26 CASTERS           |           | 1142.5     | 357.75     | 357.75  |
| 1 EA             | ITEM #9 WALL MOUNT SHELVING     |           | 159.15     | 159.15     | 159.15  |
| 2 EA             | ITEM #13 OVERSHELL WALL MOUNT   |           | 656.00     | 1313.00    | 1313.00 |
| 2 EA             | ITEM #14 HAND SINK - WALL MOUNT |           | 302.25     | 604.50     | 604.50  |
| 1 EA             | ITEM #15 5/8 WORKTABLE          |           | 949.30     | 949.30     | 949.30  |
| 1 SET            | ITEM #15 CASTERS                |           | 268.50     | 268.50     | 268.50  |
| 1 EA             | ITEM #15 DRAWER ASSY.           |           | 291.20     | 291.20     | 291.20  |
| 1 EA             | ITEM #16 ROBOT COURE PROCESSOR  |           | 950.00     | 950.00     | 950.00  |
| 1 EA             | ITEM #17 T49HC REFRIGERATOR     |           | 3150.00    | 3150.00    | 3150.00 |
| 1 EA             | ITEM #23 SLICER - HOBART        |           | 506.50     | 506.50     | 506.50  |
| 1 EA             | ITEM #24 5/8 WORKTABLE          |           | 995.00     | 995.00     | 995.00  |
| 1 SET            | ITEM #24 CASTERS                |           | 268.50     | 268.50     | 268.50  |
| 1 EA             | ITEM #24 DRAWER/ASSY            |           | 291.20     | 291.20     | 291.20  |
| 1 EA             | ITEM #25 HOBART MIXER           |           | 2800.00    | 2800.00    | 2800.00 |
| 1 EA             | ITEM #26 5/8 WORKTABLE          |           | 995.00     | 995.00     | 995.00  |
| 1 SET            | ITEM #26 CASTERS                |           | 268.50     | 268.50     | 268.50  |
| 1 EA             | ITEM #26 DRAWER/ASSY            |           | 291.20     | 291.20     | 291.20  |

PLEASE PAY FROM THIS INVOICE

SUBTOTAL

15% RESTOCKING FEE FOR RETURNS. NO RETURNS ON SPECIAL ORDERS. \$25.00 SERVICE CHARGE FOR RETURNED CHECKS

TAX

"Check with us for all your lighting needs!"

SHIPPING

TOTAL

Received By

NEW • USED

BUY • SELL

# Angela's

RESTAURANT SUPPLIES

711 W. Intl. Speedway Blvd.  
Daytona Beach, FL 32114  
(386) 255-4591  
(386) 252-6265 Fax



No.: 172432 Page 2

Date: 10/16/17

P.O. No.:

Terms: ☐ TAX EX ☐ TAXABLE

Packet Pg. 148

Attachment: Exhibit - Red Agreement - CDBG (66871) "A" - List of eligible expenditures.

BILL TO

SHIP TO

Hole Place

\* SUBSTITUTED MSD-26-L

Conv. Oven

SHIP VIA

| QUANTITY ORDERED | DESCRIPTION                         | QTY. B.O. | LIST PRICE | SELL PRICE | AMOUNT |
|------------------|-------------------------------------|-----------|------------|------------|--------|
| 1 EA             | ITEM # 30 Floor Tough               |           | 1495.00    | 1495.00    |        |
| 4 EA             | ITEM # 30 Auto - Dash Guard         |           | 54.15      | 216.60     |        |
| 1 EA             | ITEM # 31 TITANE SKILLET            |           | 15075.00   | 15075.00   |        |
| 1 EA             | ITEM # 31 FAUCET                    |           | 540.43     | 540.43     |        |
| 1 EA             | ITEM # 31 DORMANT HOSE - GAS        |           | 262.81     | 262.81     |        |
| 1 EA             | ITEM # 32 FULL POT REVER            |           | 12,185.00  | 12,185.00  |        |
| 1 EA             | ITEM # 32 DORMANT HOSE - GAS        |           | 262.81     | 262.81     |        |
| 1 EA             | ITEM # 34 6.0" RANGE 24" Griddle    |           | 4450.00    | 4450.00    |        |
| 1 EA             | ITEM # 34 T-STAR                    |           | 750.00     | 750.00     |        |
| 1 Set            | ITEM # 34 CASTERS                   |           | 384.00     | 384.00     |        |
| 1 EA             | ITEM # 34 DORMANT HOSE - GAS        |           | 262.81     | 262.81     |        |
| 1 EA             | ITEM # 35 DBL STACK CONV. OVEN      |           | 5600.00    | 5600.00    |        |
| 1 EA             | ITEM # 35 CASTERS                   |           | 710.00     | 710.00     |        |
| 1 EA             | ITEM # 35 DORMANT HOSE - GAS        |           | 262.81     | 262.81     |        |
| 1 EA             | ITEM # 36 SK WRESTLING              |           | 905.00     | 905.00     |        |
| 1 Set            | ITEM # 36 CASTERS                   |           | 268.50     | 268.50     |        |
| 1 EA             | ITEM # 36 OVERSHELL                 |           | 398.00     | 398.00     |        |
| 1 EA             | ITEM # 36 DRAKEL ASSY               |           | 291.20     | 291.20     |        |
| 1 EA             | ITEM # 37 HEATED HOODING GAS        |           | 4250.00    | 4250.00    |        |
| 2 PCS.           | ITEM # 37 OPPONA CHROME PLATED      |           | 89.00      | 178.00     |        |
| 1 EA             | ITEM # 38 1 DOOR REFRIG.            |           | 2450.00    | 2450.00    |        |
| 1 EA             | ITEM # 40 1/2 DOOR HOT FOOD BOUNDER |           | 6550.00    | 6550.00    |        |
| 1 EA             | ITEM # 41 1/2 DOOR " "              |           | 5550.00    | 5550.00    |        |
| 1 EA             | ITEM # 42 1/2 DOOR SERVING COUNTER  |           | 3400.00    | 3400.00    |        |

PLEASE PAY FROM THIS INVOICE

SUBTOTAL

15% RESTOCKING FEE FOR RETURNS, NO RETURNS ON SPECIAL ORDERS. \$25.00 SERVICE CHARGE FOR RETURNED CHECKS

TAX

"Check with us for all your lighting needs!"

SHIPPING

TOTAL

Received By

NEW • USED

BUY • SELL

# Angela's

RESTAURANT SUPPLIES

711 W. Intl. Speedway Blvd.  
Daytona Beach, FL 32114  
(386) 255-4591  
(386) 252-6265 Fax



No.: 172432 Page 3

Date: 10/16/17

P.O. No.:

Terms: ☐ TAX EX. ☐ TAXABLE

BILL TO

SHIP TO

HORE PLACE

SHIP VIA

| QUANTITY ORDERED | DESCRIPTION                                          | QTY. B.O. | LIST PRICE | SELL PRICE | AMOUNT  |
|------------------|------------------------------------------------------|-----------|------------|------------|---------|
| 2 EA             | ITEM #48 MOBILE BUREAU + DISH DISP                   |           | 2250.00    |            | 4500.00 |
| 2 EA             | ITEM #48 BUNDLES                                     |           | 9375       |            | 187.50  |
| 1 EA             | ITEM #51-52 KM SIS MATH                              |           | 2500.00    |            | 2500.00 |
| 1 EA             | ITEM #51-52 BOOSTER ICE BOX                          |           | 1400.00    |            | 1400.00 |
| 1 SET            | " MOUNTING BRACKETS                                  |           | 19200      |            | 192.00  |
| 1 SET            | " MOUNTING BRACKETS                                  |           | 18300      |            | 183.00  |
| 1 EA             | " FILTER - WATER                                     |           | 245.00     |            | 245.00  |
| 2 EA             | ITEM #53 CAN BACK/CASTERS                            |           | 870.00     |            | 1740.00 |
| 1 SET            | ITEM #54 WIRE SHELVING UNITS                         |           | 384.00     |            | 384.00  |
| 1 SET            | " " " "                                              |           | 341.70     |            | 341.70  |
| 1 SET            | " " " "                                              |           | 444.00     |            | 444.00  |
|                  | * THE SHELVING SYSTEM ABOVE INCLUDES CASTERS & BOLTS |           |            |            |         |
| 1 EA             | ITEM #56 DINNERWARE RACK                             |           | 354.00     |            | 354.00  |
| 1 EA             | ITEM #56 " "                                         |           | 316.00     |            | 316.00  |
| 1 SET            | ITEM #62 WIRE SHELVING UNITS                         |           | 315.00     |            | 315.00  |
| 3 SETS           | ITEM #62 " " " "                                     |           | 333.00     |            | 999.00  |
| 3 SETS           | ITEM #62 " " " "                                     |           | 369.00     |            | 1107.00 |
| 1 SET            | ITEM #62 " " " "                                     |           | 297.00     |            | 297.00  |
| 2 EA             | ITEM #63 DINNERWARE RACK                             |           | 354.00     |            | 708.00  |
| 2 EA             | ITEM #63 " " " "                                     |           | 316.00     |            | 632.00  |
| 1 EA             | ITEM #71 TOE DISPENSER                               |           | 2700.00    |            | 2700.00 |
| 1 EA             | ITEM #71 KML 500 MLTS ICE MACHINE                    |           | 2650.00    |            | 2650.00 |
| 1 EA             | ITEM #71 FILTER/WATER                                |           | 245.00     |            | 245.00  |

PLEASE PAY FROM THIS INVOICE

15% RESTOCKING FEE FOR RETURNS, NO RETURNS ON SPECIAL ORDERS. \$25.00 SERVICE CHARGE FOR RETURNED CHECKS

"Check with us for all your lighting needs!"

SUBTOTAL 111,933.91

TAX 1500.00

SHIPPING 13433.91

TOTAL 126,867.82

Received By

Project  
Hope Place Residences  
1340 Wright Street  
Daytona Beach, Florida, 32117

From  
JAX Design Group, Inc.  
John Zerebny, FCSI  
3948 S. 3rd St. #305  
Jacksonville Beach, FL 32250  
904-543-7670  
john@jaxdesigngroup.com

Note to Equipment Supplier- Please refer to sheet FS-2 when supplying used/alternate equipment. Verify any used/alternate equipment matches stated power and plumbing loads.

ITEM 1 - EXISTING ITEM  
Mopsink & service faucet

ITEM 2 - AIR CURTAIN (1 REQ'D)  
Mars Air Systems Model STD248-1UA-PW  
Standard Series 2 Air Curtain, for 48" wide door, Unheated, 115v/60/1-ph, Pearl White powder coated cabinet (Standard Production Color)  
1 ea 5 year warranty, standard  
1 ea Options WITHOUT control panel  
1 ea Options WITHOUT time-delay  
1 ea Model 99-014 Steel Mechanical Universal Surface-mounted Plunger/Roller Switch

ITEM 3 - EXISTING ITEMS  
Handsinks, 2 each

ITEM 4 - LOCKER (2 REQ'D)  
Winholt Equipment Model WL-6  
Locker, Double Tier, 3 columns, 2 lockers per column, 12" x 12" x 36" compartment, doors are mesh grid vented, beige  
2 ea Model WLST-12 Slope top crown kit, 12"D, fits 3 columns wide, includes: 3 slope tops, 3-back supports, 2 end pieces, beige



## TRANSPORT UTILITY CART (1 REQ'D)

## Lakeside Manufacturing Model 222

Utility Cart, 3-shelf with 30"W x 20"D x 35-3/4"H, shelf size 27"W x 18"D, stainless steel tubular U-frame, 20 gauge stainless steel shelves with reinforced edges, 500 lb. capacity, 9-1/2" shelf clearance, push handle on each short side, 4" swivel casters, NSF (ships fully assembled)

1 ea Casters, 4" all swivel, standard

## BY OTHERS

**Fire extinguisher, supply new and recertify- By GC**

**WIRE SHELVING (8 REQ'D)**

**Advance Tabco Model EG-2436**

Wire Shelving, Special Value, 36"W x 24"D, heavy duty, green epoxy coated, NSF

Model EG-2460 Wire Shelving, Special Value, 60"W x 24"D, heavy duty, green epoxy coated,

NSF

Model EGPC-74 Wire Shelving Post, Special Value, 74"H, numbered, heavy duty, green epoxy coated, for use with casters, NSF

Model EC-26 Wire Shelving, Special Value Stem Casters, (4) 5" swivel poly, (2) with brakes,

include donut bumpers (for wire shelving only)

**EXISTING ITEM**

2 compartment sink

**SHELVING, WALL-MOUNTED (1 REQ'D)**

**Advance Tabco Model WS-12-36**

Shelf, wall-mounted, 36"W x 12"D, 1-5/8" bullnose front edge, 1-1/2" rear upturn, 18/430 satin finish stainless steel, NSF

## SPARE NO.

ITEM 11 - SPARE NO.

ITEM 12 - EXISTING ITEM

3 compartment sink

ITEM 13 - OVERSHELF (2 REQ'D)

Advance Tabco Model PS-15-60

Shelf with Pot Rack, wall-mounted, 60"W x 15"D, 18/430 stainless steel shelf, 2" x 1/4" stainless steel pot rack, includes: (9) plated double pot hooks

ITEM 14 - HAND SINK (2 REQ'D)

Advance Tabco Model 7-PS-60

Hand Sink, wall model, 14" wide x 10" front-to-back x 5" deep bowl, 20 gauge 304 series stainless steel, with splash mounted faucet, basket drain, wall bracket, NSF, cCSAus

ITEM 15 - WORK TABLE, STAINLESS STEEL TOP (1 REQ'D)

Advance Tabco Model KMS-306

Work Table, 72"W x 30"D, 16 gauge 304 series stainless steel top with 5"H backsplash, 18 gauge stainless steel adjustable undershelf, stainless steel legs & adjustable bullet feet, NSF

1 st Model TA-255 Casters, expanding adapter, for 1-5/8" dia. O.D. tube/table legs, 400 lb capacity per caster, set of (4) (2 braked)

1 ea Model SS-2020 Deluxe Drawer, 20"W x 20"D x 5" deep drawer pan insert, stainless steel, with drawer slides

ITEM 16 - FOOD PROCESSOR (1 REQ'D)

Robot Coupe Model R2N

Commercial Food Processor, 3 qt. gray polycarbonate bowl with handle, kidney-shaped opening, vegetable prep attachment with external ejection, includes: (1) "S" blade (27055), (1) 2mm grating disc (27577), (1) 4mm slicing disc (27566), continuous feed, bowl attachment designed for vertical cutting & mixing, on/off & pulse switch, single speed, 1725 RPM, 120v/60/1-ph, 7 amps, 1 HP, cETLus, ETL-Sanitation

1 ea 1 year parts & labor warranty  
1 ea 3-year motor warranty

**. 15**

## Pg

Packet

**ITEM 23 - MEAT SLICER (1 REQ'D)**

**Hobart Model HS6-1**

Heavy Duty Meat Slicer, manual, 13" CleanCut™ removable knife with removal tool, burnished finish, removable meat grip assembly, removable ring guard cover, single action top mounted sharpener with Borazon™ stones, cleaning kickstand, 1/2 hp motor, 5.4amps, 120v/60hz/1-ph, NSF cETIus

- 1 ea Standard warranty - 1-Year parts, labor & travel time during normal working hours within the USA

**ITEM 24 - WORK TABLE, STAINLESS STEEL TOP (1 REQ'D)**

**Advance Tabco Model MS-307**

Work Table, 84"W x 30"D, 16 gauge 304 series stainless steel top, 18 gauge stainless steel adjustable undershelf, stainless steel legs & adjustable bullet feet, NSF

- 1 st Model TA-255 Casters, expanding adapter, for 1-5/8" dia. O.D. tube/table legs, 400 lb capacity per caster, set of (4) (2 braked)
- 1 ea Model SS-2020 Deluxe Drawer, 20"W x 20"D x 5" deep drawer pan insert, stainless steel, with drawer slides

**ITEM 25 - PLANETARY MIXER (1 REQ'D)**

**Hobart Model N50-60**

100-120/60/1 Mixer with bowl, aluminum beater, whip, & dough arm, US/EXP configuration

Mixer, Planetary, Bench, 5-qt., (3) fixed speeds, gear-driven transmission, #10 taper attachment hub, manual bowl lift, Hobart Gray enamel housing, stainless steel bowl, alum "B" beater, stainless steel "D" wire whip, alum dough hook, 1/6 hp, cord with plug

- 1 ea Standard warranty: 1-Year parts, labor & travel time during normal working hours within the USA

**ITEM 26 - WORK TABLE, STAINLESS STEEL TOP (1 REQ'D)**

**Advance Tabco Model MS-307**

Work Table, 84"W x 30"D, 16 gauge 304 series stainless steel top, 18 gauge stainless steel adjustable undershelf, stainless steel legs & adjustable bullet feet, NSF

- 1 st Model TA-255 Casters, expanding adapter, for 1-5/8" dia. O.D. tube/table legs, 400 lb capacity per caster, set of (4) (2 braked)
- 1 ea Model SS-2020 Deluxe Drawer, 20"W x 20"D x 5" deep drawer pan insert, stainless steel, with drawer slides

**ITEM 27A - EXISTING ITEM**

Fire suppression system

**ITEM 27B - BY OTHERS**

Revise existing system. Provide new drops, rework to meet existing codes and recertify- By GC/Fire suppression system contractor



**ITEM 28A - EXISTING ITEM**

Exhaust system

**ITEM 28B - BY OTHERS**

Renovate existing exhaust system as required for proper operation, provide test and balance. - By GC/Mechanical Contractor

**ITEM 29 - SPARE NO.**

**ITEM 30 - FLOOR TROUGH (1 REQ'D)**

**Advance Tabco Model FFTG-1824**

Floor Trough, 24"W x 18"D x 4" deep, with fiberglass grating, stainless steel removable strainer basket, 4" O.D. waste pipe 3"L, pitched towards waste

4 ft      Model FT-1 Anti-Splash Guard, factory installed (per linear foot)

**ITEM 31 - TILTING SKILLET BRAISING PAN, GAS (1 REQ'D)**

**Cleveland Range Model SGL30T1**

PowerPan™ Tilting Skillet, gas, 30-gallon capacity, bead blasted cooking surface, 109 tilt cooking feature, with easy manual hand tilt, spring-assisted cover with vent, gallon & liter markings, food strainer, stainless steel construction with open leg frame, CE, NSF, 125,000 BTU

1 ea      1-year limited warranty, standard

1 ea      Gas type to be specified

1 ea      120v/60/1-ph, 1.4 amp, standard

1 ea      Model DPK13 Double Panty Faucet, with 3/4" swing spout & mounting bracket, for T1 skillets, mounts on right side of unit (add 4.5" to width).

1 st      Model CS-T1 Casters Set, 2 locking, 2 swivel

1 ea      Dormont Model 1675KITS48PS Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast® QD, 1 Swivel MAX®, 1 full port valve, 1 elbow, 1 pair Safety Set® with adhesive foam tape and hardware mounting options, limited lifetime warranty

**ITEM 32 - FULL POT FRYER (1 REQ'D)**

**Frymaster Model FMJ250**

Performance Fryer Battery, gas, (2) 50 lb. oil capacity each, built-in filtration, open frypot design, millivolt controller, centerline fast-action temperature probe, EZSpark ignitor, thermostat knob behind front panel, over-the-flue basket hangers, includes: (2) twin baskets, stainless steel frypot, door & cabinet, 244,000 BTU, NSF, CSA, CSA Star, cCSAus

1 ea      NOTE: Gas fryers CANNOT be curb mounted

- 1 ea Gas type to be specified
- 1 ea Millivolt Controller, standard
- 1 ea Electrical specs must be specified
- 1 ea 6" casters (set of 4), standard
- 1 ea Model 803-0002 Filter Powder, box of 80, 1 ounce packs
- 1 ea Model 803-0170 Filter Paper, 19-1/2" x 27-1/2", box of 100 sheets, for Footprint Filter systems.

- 1 ea Start-Up Program, included at Customer's request on all fryers with built-in filter
- 1 ea Start-Up Program includes gas pressure check, boil out of all frypots, gas plumbing size, wiring inspection, proper basket lift operation, cleaning of all frypots with damp rag/paper towels, controller check & programming demonstration, inspection of vent hood & demonstration of the proper use & care of the filter sys (if all is applicable)
- 1 ea Dormont Model 16100KITS48PS Dormont Blue Hose™ Moveable Gas Connector Kit, 1" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 Snap Fast™ QD, 1 Swivel MAX®, 1 full port valve, 1 elbow, 1 pair Safety Set® with adhesive foam tape and hardware mounting options, limited lifetime warranty

**ITEM 33 - STEAMER, CONVECTION, ELECTRIC, BOILERLESS, FLOOR MODEL (1 REQ'D)**  
**Cleveland Range Model (2) 22CET33.1**

SteamChef™ 3 Convection Steamers, electric, boilerless, double stacked, on UNISTAND25 equipment stand includes CHEFSTACKIT, (3) full size pan capacity per compartment, SureCook controls, 60-minute electro-mechanical timer & manual (continuous steaming) by-pass switch, left-hand hinged door, controls on right, automatic drain & water level controls, KleanShield™ interior, std treated & tap water connection, mounting spacer, 4" adjustable legs

- 1 ea 1-year limited warranty, standard
- 1 ea (VOS1) (2) 208-240V/60/3-ph, 10.7-14.3 kW, 29.8-34.4 amps, 3-wire, standard
- 1 ea Model CWT-06 Claris Water Treatment System, includes (1) pre-filter, (1) Claris X-large steam system, (1) Claris flow meter and (1) water test kit (see water quality requirements in price list)
- 1 ea Model CWT-XLC Claris X-large Filter Cartridge
- 4 ea Model EC-110 Claris EC-110 cartridge, pre-filter replacement cartridge, for model CWT-06

**ITEM 34 - RANGE, 60" , 6 OPEN BURNERS, 24" GRIDDLE (1 REQ'D)**  
**American Range Model AR24G-6B**

Heavy Duty Restaurant Range, gas, 60", (1) 24" griddle with 5/8" thick grill plate, manual controls, (6) 32,000 BTU open burners, (2) 26-1/2" ovens with one rack each, stainless steel front, sides & high shelf, 6" chrome plated legs, 88,000 kW, 302,000 BTU, ETL-Sanitation, NSF

- 1 ea Standard one year limited warranty on parts & labor
- 1 ea Natural Gas
- 1 ea Thermostat for 24" griddle
- 1 ea (2) 26-1/2" standard ovens, standard
- 1 st Model A35102 Casters, set of 4 (2 locking)
- 1 ea Dormont Model 1675KITS48PS Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast™ QD, 1 Swivel MAX®, 1 full port valve, 1 elbow, 1 pair Safety Set® with adhesive foam tape and hardware mounting options, limited lifetime warranty

**ITEM 35 - CONVECTION OVEN, GAS (1 REQ'D)**  
**American Range Model M-2**

Convection Oven, gas, double-deck, bakery depth, manual controls, temperature range 150° F - 500° F, one hour timer, 2-speed fans, porcelain liners, 50/50 solid doors, stainless steel front, sides, top and stacking kit with casters (2 locking), 52.0 kW, 160,000 BTU, ETL, CE

- 1 ea Standard one year limited warranty on parts & labor
- 1 ea Specify Gas Type
- 1 ea Model A23059, One Point Gas Connection, for double stacked ovens
- 1 ea 120V/60/1-ph, standard

- 1 ea Dormont Model 1675KITS48PS Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast® QD, 1 Swivel MAX®, 1 full port valve, 1 elbow, 1 pair Safety Set® with adhesive foam tape and hardware mounting options, limited lifetime warranty

**ITEM 36 - WORK TABLE, STAINLESS STEEL TOP (1 REQ'D)**

**Advance Tabco Model KMS-305**

- Work Table, 60"W x 30"D, 16 gauge 304 series stainless steel top with 5"H backsplash, 18 gauge stainless steel adjustable undershelf, stainless steel legs & adjustable bullet feet, NSF
- 1 st Model TA-255 Casters, expanding adapter, for 1-5/8" dia. O.D. tube/table legs, 400 lb capacity per caster, set of (4) (2 braked)
- 1 ea Model OTS-12-60 Overshelf, table mounted, single, 60"W x 12"D, 18 gauge 430 series stainless steel (non-adjustable, old style)
- 1 ea Back of table shelf location
- 1 ea Model SS-2020 Deluxe Drawer, 20"W x 20"D x 5" deep drawer pan insert, stainless steel, with drawer slides

**ITEM 37 - HEATED HOLDING CABINET (1 REQ'D)**

**Alto-Sham Model 1200-UP**

- Halo Heat® Holding Cabinet, double compartment, on/off simple controller with adjustable thermostats, indicator light, (2) sets of chrome plated universal side rails, (4) sets of pan slides, (16) 20" x 12" x 2-1/2" full size pan capacity, heavy stainless steel exterior, 5" casters, 2 rigid, 2 swivel with brakes, EcoSmart®, cULus, UL EPH ANSI/NSF 4, CE, IP X4, TUV NORD, EAC
- 1 ea 120v/60/1-ph, 16.0 amps, 1.9kW, 9' cord, NEMA 5-20P
- 1 ea Solid door, hinged on right, standard
- 8 ea Model SR-24447 Universal Pan Slide, chrome plated (2 pieces required)

**ITEM 38 - REACH-IN REFRIGERATOR (1 REQ'D)**

**True Food Service Equipment Model T-23-HC**

- Refrigerator, Reach-in, one-section, stainless steel door, stainless steel front, aluminum sides, clear coated aluminum interior with stainless steel floor, (3) adjustable PVC-coated wire shelves, interior lighting, 4" castors, R290 Hydrocarbon refrigerant, 1/5 HP, 115v/60/1, 2.8 amps, NEMA 5-15P, cULus, UL EPH Classified, CE, MADE IN USA
- 1 ea Self-contained refrigeration standard
- 1 ea Warranty - 5 year compressor (self-contained only), please visit [www.Truefmfg.com](http://www.Truefmfg.com) for specifics
- 1 ea 4" Swivel castors, standard (adds 5" to OA height)
- 1 ea Warranty - 3 year parts and labor, please visit [www.Truefmfg.com](http://www.Truefmfg.com) for specifics
- 1 ea Door hinged right standard
- 1 ea Model 974362 Standard Gray wire shelf, for T-23/T-23F and T-23RT/T-49DT

**ITEM 39 - SPARE NO.**

**ITEM 40 - SERVING COUNTER, HOT FOOD, ELECTRIC (1 REQ'D)**  
**Vollrath Model 37040**

Signature Server® Stainless Steel Countertop with Hot Food Station, 60"W x 28"D x 34"H, modular, (4) 11-7/8" x 19-7/8" x 6-3/8" deep hot food wells, individual Touch-Temp® programmable control for each well, manifold drains included, 18 Ga/300 series stainless steel top & hot wells, 18/400 series stainless steel enclosed base clad with black laminate, stainless steel unibody construction, 4" heavy duty swivel casters with brakes, 8" cord & plug, 2500 watts, cULus, NSF-4

- 1 ea 208v/60/1-ph
- 1 ea Model 36694 All Stainless finish for Signature Server® with stainless steel countertops, 60"W models
- 1 ea Model 37312 Single Deck Classic Cafeteria Breath Guard for 60" ADA Signature units (when ordered as replacement breath guard crating charges are applied)
- 1 ea Model 36402 Cayenne® Heat strip, 60" for Signature Server® with stainless steel countertops (allow (18) day lead time)
- 1 ea Model 37513-2-O Signature Server® Stainless Steel Countertop Plate Rest, operator side, 60"W x 7"D

**ITEM 41 - SERVING COUNTER, COLD PAN (1 REQ'D)**  
**Vollrath Model 37045**

Signature Server® Stainless Steel Countertop with Cold Food Station, self contained refrigeration, 46"W x 28"D x 34"H, modular, enclosed base, with stainless 19-7/8" x 37-1/2" x 8" deep top well, 3-pan size, 1/4 hp compressor, 3.8 amps, NEMA 5-15P, cULus

- 1 ea 120v/60/1-ph
- 1 ea Model 36693 All Stainless finish for Signature Server® with stainless steel countertops Corner Station & 46"W models
- 1 ea Model 37311 Single Deck Classic Cafeteria Breath Guard for 46" ADA Signature units (when ordered as replacement breath guard crating charges are applied)
- 1 ea 120v/60/1-ph
- 1 ea Model NO LIGHT OR HEAT No lights or heating, standard, no charge
- 1 ea Model 37512-2-O Signature Server® Stainless Steel Countertop Plate Rest, operator side, 46" 7" Overall Width

**ITEM 42 - SERVING COUNTER, UTILITY (1 REQ'D)**  
**Vollrath Model 37021**

Signature Server® Utility Station with Stainless Steel Countertop, 46"W x 28"D x 34"H, modular, 16/300 series stainless steel top, 18/400 series stainless steel enclosed base clad with black laminate, reinforced stainless steel unibody construction, 4" heavy duty swivel casters with brakes, cULus, NSF

- 1 ea Model 36693 All Stainless finish for Signature Server® with stainless steel countertops Corner Station & 46"W models
- 1 ea Model 37311 Single Deck Classic Cafeteria Breath Guard for 46" ADA Signature units (when ordered as replacement breath guard crating charges are applied)
- 1 ea Model NO LIGHT OR HEAT No lights or heating, standard, no charge
- 1 ea Model 3751250-2-O Operator Side- Plate Rest, with lift-off bracket, ADA Signature Server® with Stainless Steel Countertops, 46" 7" Overall Width

**ITEM 43 - DISHTABLE, SOILED (1 REQ'D)**  
**STAINLESS STEEL CUSTOM FABRICATORS**

S/S custom fabricated soiled dishtable. Field dimension to ensure fit. 11" high backsplash, cut down to clear pass-thru dish return and roll-down door, items 66 & 67. Provide pre-rinse sink with slide bar and perforated scrap basket. Ensure fit with dishwasher, item 44. Provide 60" tubular undershelf for rack storage. 14 gauge type 304, provide s/s legs and underbracing, all welded construction. Z clip to wall, marine caulk all s/s surfaces where adjoining building walls.

- 1 ea T&S Brass Model B-2187 Pre-Rinse Unit, wall mount mixing faucet, Eterna cartridges with spring checks, spray valve & add-on faucet, B-044-R rubber hose, B-0107, 6" wall bracket with 063X swing nozzle



**ITEM 44 - DISHWASHER, CONVEYOR TYPE (1 REQ'D)**  
**Hobart Model CL44EN-BAS+BUILDUP**

Conveyor Dishwasher, single tank, (202) racks/hour, insulated hinged doors, .62 gallon/rack, stainless steel enclosure panels, microprocessor controls with low temperature & dirty water indicators, ENERGY STAR®

- 1 ea Standard warranty - 1-Year parts, labor & travel time during normal working hours within the USA
  - 1 ea Model CL44EN-BASELEOAX 208v/60/3-ph, electric heat only
  - 1 ea Model CL44EN-BASHT15K Electric tank heat 15kW
  - 1 ea Model CL44EN-BASERH0NO Without internal booster
  - 1 ea Model CL44EN-BASDIR0RL Right to left operation
  - 1 ea Model CL44EN-BASHGHTS Higher than standard
  - 1 ea Model CL44EN-BASFETSTD Standard feet
  - 1 ea Model SHTPAN-RACK Rack, 6 sheet pan
  - 1 ea Model PRESREG-1/20BR 1/2" brass pressure regulator (is standard with built-in booster heater models)
  - 1 ea Model 1/2INSHK-ABSRBR Water Shock Absorber Kit (Unit w/o booster also needs PRESREG-1/20BR)
  - 1 ea Model SPE Single point electrical connection for motors and tank heat
- Note: Suggest adding water softener for proper machine operation

**ITEM 45A - EXISTING ITEM**

Condensate exhaust system

**ITEM 45B - BY OTHERS**

Verify condensate exhaust system operation- repair as required- By GC/Mechanical Contractor

**ITEM 46 - CLEAN DISHTABLE (1 REQ'D)**

**Advance Tabco Model DTC-S30-72L**

Dishtable, clean, straight design, right-to-left operation, 10-1/2"H backsplash, 3" rolled front & side-rims, stainless steel legs & crossrails, 71"W x 30"D x 34"H, 14/304 stainless steel

- 1 ea SPECIFY DISH MACHINE BRAND & MODEL to ensure proper fit, refer to attached document (AQ only) or consult [www.advancetabco.com](http://www.advancetabco.com) for compatibility listing. Certain dish machines require modifications at additional cost not shown here
- 1 ea Model K-508 Modification to reduce length, start with next largest size then add "K-508" to model number for sinks & dish tables
- 1 ea Specify length--Field verify length, likely 66"
- 1 ea Model K-454 End splash, integral (welded), for NSF sinks & dish tables, height matches backsplash height
- 1 ea Model DTA-75 Provision for limit switch (limit switch by others)
- 6 ft Model DTA-67 Provide stainless steel rear cross bracing (factory installation only) (per linear foot)

## Hatco Model C-45

1 ea

**NOTE: Includes 24/7 parts & service assistance, call 800-558-0607**

One year parts and labor warranty, ten year warranty on Castone tank, standard

208v/60/3-ph, 125.0 amps

### Model QSBPRV Back pressure relief valve

Model QSSHOCK Shock Absorber (reduce water hammer)

## Lakeside Manufacturing Model 774

brakes, NSF, UL

### Round corner bumpers

## ITEM 49 -

Hose bib with hot & cold water hose-By GC

## ITEM 50 -

**ITEM 51,52 -**

**Hoshizaki Model KM-515MAH**

STAR®

**Warranty: 3-Year parts & labor on entire machine**

**Warranty: 5-Year parts & labor on evaporator**

**Warranty: 5-Year parts on compressor & air-cooled condenser**

Model B-900S† Ice Bin, top-hinged front-opening door, AHRI certified 900-lb ice storage capacity, for top-mounted ice makers, stainless steel exterior, painted legs included.

protected with H-GUARD Plus Antimicrobial Agent, ETL-Sanitisation

Model HS-2035/HS-2033 Top Kit, (HS-2035, 22") & (HS-2033, 8"), ABS, for single or stacked

machines

Warranty: 3-Year parts & labor for bin

Model H9320-51 Water Filtration System, single configuration

Model H9655-06 Replacement Water Filter Cartridge (6 pack)

**ITEM 53 - CAN RACK (2 REQ'D)****New Age Model 1250CK**

Can Storage Rack, mobile design with casters, sloped glides for automatic can retrieval, aluminum construction, holds 162 #10 or 216 #5 cans, (4) 6" plate casters, (2) swivel with brakes, (2) rigid, NSF

2 ea Lifetime warranty against rust & corrosion, 5 year construction warranty, standard

**ITEM 54 - WIRE SHELVING UNIT (3 REQ'D)****Advance Tabco Model EGG-2448**

Shelving Unit, Wire, Special Value, 48"W x 24"D x 74"H, includes: (4) shelves & (4) post with adjustable feet, green epoxy finish, NSF, KD

1 ea Model EGG-2436 Shelving Unit, Wire, Special Value, 36"W x 24"D x 74"H, includes: (4) shelves & (4) post with adjustable feet, green epoxy finish, NSF, KD  
1 ea Model EGG-2460 Shelving Unit, Wire, Special Value, 60"W x 24"D x 74"H, includes: (4) shelves & (4) post with adjustable feet, green epoxy finish, NSF, KD

**ITEM 55 - EXISTING ITEM**

Track shelving

**ITEM 56 - DUNNAGE RACK (1 REQ'D)****New Age Model 2009**

Dunnage Rack, 48"W x 24"D x 12"H, all welded aluminum construction, 1-1/2" x 1-3/4" x 0.070 tubing, welded aluminum caps on feet, weight capacity 2500 lbs., NSF

1 ea Lifetime warranty against rust & corrosion, 5 year construction warranty, standard  
2 ea Model 2008 Dunnage Rack, 36"W x 24"D x 12"H, all welded aluminum construction, 1-1/2" x 1-3/4" x 0.070 tubing, welded aluminum caps on feet, weight capacity 2500 lbs., NSF  
2 ea Lifetime warranty against rust & corrosion, 5 year construction warranty, standard

**ITEM 57 - WALK IN COMBINATION COOLER FREEZER (1 REQ'D)****Custom**

By equipment supplier. Provide galvanized floor for thickset grout & quarry tile overlay. See detail FS-3. 120/60/1, 5A

Tile supply and installation by GC.

**ITEM 58 - REFRIGERATION COIL (1 REQ'D)****Custom**

Cooler evaporator coil- By equipment supplier. 120/60/1, 5A estimated, verify with shop drawing.

**ITEM 59 - REMOTE CONDENSER UNIT (1 REQ'D)****Custom.**

Cooler remote c/u- By equipment supplier. 208/60/3, 9.5A estimated, verify with shop drawing

**ITEM 60 - REFRIGERATION COIL (1 REQ'D)****Custom**

Freezer evaporator coil- By equipment supplier. 208/60/1, 10.9A estimated, verify with shop drawing

**ITEM 61 - REMOTE CONDENSER UNIT (1 REQ'D)****Custom**

Freezer remote c/u- By equipment supplier. 208/60/3, 11.5A estimated, verify with shop drawing

**ITEM 62 - WIRE SHELVING UNIT (1 REQ'D)****Advance Tabco Model EGG-2442**

Shelving Unit, Wire, Special Value, 42"W x 24"D x 74"H, includes: (4) shelves &amp; (4) post with adjustable feet, green epoxy finish, NSF, KD

3 ea Model EGG-2448 Shelving Unit, Wire, Special Value, 48"W x 24"D x 74"H, includes: (4)

shelves &amp; (4) post with adjustable feet, green epoxy finish, NSF, KD

3 ea Model EGG-2454 Shelving Unit, Wire, Special Value, 54"W x 24"D x 74"H, includes: (4)

shelves &amp; (4) post with adjustable feet, green epoxy finish, NSF, KD

1 ea Model EGG-2436 Shelving Unit, Wire, Special Value, 36"W x 24"D x 74"H, includes: (4)

shelves &amp; (4) post with adjustable feet, green epoxy finish, NSF, KD

**ITEM 63 - DUNNAGE RACK (2 REQ'D)****New Age Model 2009**

Dunnage Rack, 48"W x 24"D x 12"H, all welded aluminum construction, 1-1/2" x 1-3/4" x 0.070 tubing, welded aluminum caps on feet, weight capacity 2500 lbs., NSF

2 ea Lifetime warranty against rust &amp; corrosion, 5 year construction warranty, standard

2 ea Model 2008 Dunnage Rack, 36"W x 24"D x 12"H, all welded aluminum construction, 1-1/2"

x 1-3/4" x 0.070 tubing, welded aluminum caps on feet, weight capacity 2500 lbs., NSF

2 ea Lifetime warranty against rust &amp; corrosion, 5 year construction warranty, standard

**ITEM 64 - SPARE NO.**



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**ITEM 66 - EXISTING ITEM**  
Roll-down door

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**ITEM 67 - EXISTING ITEM**  
S/S dish return

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**ITEM 68 - BY OTHERS**  
Roll-down door - By GC

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**ITEM 69 - SHELF, PASS-THRU (1 REQ'D)**  
**STAINLESS STEEL CUSTOM FABRICATORS**  
S/S pass-thru shelf. Field dimension fit, coordinate size and installation with GC

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**ITEM 70 - EXISTING ITEM**  
Water fountain

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**ITEM 71 - ICE DISPENSER (1 REQ'D)**  
**Hoshizaki Model DM-200B**  
Ice & Water Dispenser, counter model, 140-lb. ice capacity, accommodates KM-340, KM-515, KM-600, KM-650 or KML Series ice machines or manual fill, dispenses 7-1/2 lb. ice/minute, auger agitator dispenses individual cubes, stainless steel exterior, 115-120V/60/1-ph, 1.4 amps, NSF, UL  
1 ea      Warranty: 2-Year parts & labor on dispenser

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**ITEM 73 - GARBAGE CAN (2 REQ'D)**

## Continental Commercial Products Model 5750BK

King Kan® Receptacle, general purpose waste, with 9" x 16" top hinged doors, 50-gallon capacity, 40-1/2" x 23-3/4" x 23-3/4", made of engineered resins, black

**ITEM 74- BY OTHERS**

Millwork condiment counter

ITEM 75-80 - SPARE NO.

## 16

## Pg

Packet

**ITEM 23 - MEAT SLICER (1 REQ'D)****Hobart Model HS6-1**

Heavy Duty Meat Slicer, manual, 13" CleanCut™ removable knife with removal tool, burnished finish, removable meat grip assembly, removable ring guard cover, single action top mounted sharpener with Borazon™ stones, cleaning kickstand, 1/2 hp motor, 5.4amps, 120v/60hz/1-ph, NSF cETLus

- 1 ea Standard warranty - 1-Year parts, labor & travel time during normal working hours within the USA

**ITEM 24 - WORK TABLE, STAINLESS STEEL TOP (1 REQ'D)****Advance Tabco Model MS-307**

Work Table, 84"W x 30"D, 16 gauge 304 series stainless steel top, 18 gauge stainless steel adjustable undershelf, stainless steel legs & adjustable bullet feet, NSF

- 1 st Model TA-255 Casters, expanding adapter, for 1-5/8" dia. O.D. tube/table legs, 400 lb capacity per caster, set of (4) (2 braked)
- 1 ea Model SS-2020 Deluxe Drawer, 20"W x 20"D x 5" deep drawer pan insert, stainless steel, with drawer slides

**ITEM 25 - PLANETARY MIXER (1 REQ'D)****Hobart Model N50-60**

100-120/60/1 Mixer with bowl, aluminum beater, whip, & dough arm; US/EXP configuration  
Mixer, Planetary, Bench, 5-qt., (3) fixed speeds, gear-driven transmission, #10 taper attachment hub, manual bowl lift, Hobart Gray enamel housing, stainless steel bowl, alum "B" beater, stainless steel "D" wire whip, alum dough hook, 1/6 hp, cord with plug

- 1 ea Standard warranty: 1-Year parts, labor & travel time during normal working hours within the USA

**ITEM 26 - WORK TABLE, STAINLESS STEEL TOP (1 REQ'D)****Advance Tabco Model MS-307**

Work Table, 84"W x 30"D, 16 gauge 304 series stainless steel top, 18 gauge stainless steel adjustable undershelf, stainless steel legs & adjustable bullet feet, NSF

- 1 st Model TA-255 Casters, expanding adapter, for 1-5/8" dia. O.D. tube/table legs, 400 lb capacity per caster, set of (4) (2 braked)
- 1 ea Model SS-2020 Deluxe Drawer, 20"W x 20"D x 5" deep drawer pan insert, stainless steel, with drawer slides

**ITEM 27A - EXISTING ITEM**

Fire suppression system

**ITEM 27B - BY OTHERS**

Revise existing system. Provide new drops, rework to meet existing codes and recertify- By GC/Fire suppression system contractor



Renovate existing exhaust system as required for proper operation, provide test and balance. - By GC/Mechanical Contractor

**ITEM 30 - FLOOR TROUGH (1 REQ'D)**

Floor Trough, 24"W x 18"D x 4" deep, with fiberglass grating, stainless steel removable strainer basket, 4" O.D. waste pipe 3"L, pitched towards waste

Model FT-1 Anti-Splash Guard, factory installed (per linear foot)

**Cleveland Range Model SGL30T1**

PowerPan™ Tilting Skillet, gas, 30-gallon capacity, bead blasted cooking surface, 10° tilt cooking feature, with easy manual hand tilt, spring-assisted cover with vent, gallon & liter markings, food strainer, stainless steel construction with open leg frame, CE, NSF, 125,000 BTU

1 ea 1-year limited warranty, standard

Tea: Gas type to be specified

1 ea 120v/60/1-ph, 1.4 amp, standard

Model DPK13 Double Pantry Faucet, with 3/4" swing spout & mounting bracket, for T1 skillets, mounts on right side of unit (add 4.5" to width).

1 st Model CS-T1 Casters Set, 2 locking, 2 swivel

**1 ea** Dormont Model 1675KIT5489S Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast® QD, 1 Swivel MAX®, 1 full port valve, 1 elbow, 1 pair Safety Set® with adhesive foam tape and hardware mounting options, limited lifetime warranty

## Frymaster Model FMJ250

Performance Fryer Battery, gas, (2) 50 lb. oil capacity each, built-in filtration, open frypot design, millivolt controller, centerline fast-action temperature probe, EZSpark ignitor, thermostat knob behind front panel, over-the-flue basket hangers, includes: (2) twin baskets, stainless steel frypot, door & cabinet, 244,000 BTU, NSF, CSA, CSA Star, cCSAus

NOTE: Gas fryers CANNOT be curb mounted

**NOTE: Gas fryers CANNOT be curb mounted**

- 1 ea Gas type to be specified
- 1 ea Millivolt Controller, standard
- 1 ea Electrical specs must be specified
- 1 ea 6" casters (set of 4), standard
- 1 ea Model 803-0002 Filter Powder, box of 80, 1 ounce packs
- 1 ea Model 803-0170 Filter Paper, 19-1/2" x 27-1/2", box of 100 sheets, for Footprint Filter systems

- 1 ea Start-Up Program, included at Customer's request on all fryers with built-in filter
- 1 ea Start-Up Program includes gas pressure check, boil out of all frypots, gas plumbing size, wiring inspection, proper basket lift operation, cleaning of all frypots with damp rag/paper towels, controller check & programming demonstration, inspection of vent hood & demonstration of the proper use & care of the filter sys (if all is applicable)
- 1 ea Dormont Model 16100KITS48PS Dormont Blue Hose™ Moveable Gas Connector Kit, 1" inside dia, 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 Snap Fast™ QD, 1 Swivel MAX®, 1 full port valve, 1 elbow, 1 pair Safety Set® with adhesive foam tape and hardware mounting options, limited lifetime warranty

**ITEM 33 - STEAMER, CONVECTION, ELECTRIC, BOILERLESS, FLOOR MODEL (1 REQ'D)**  
**Cleveland Range Model (2) 22CET33.1**

SteamChef™ 3 Convection Steamers, electric, boilerless, double stacked, on UNISTAND25 equipment stand includes CHEFSTACKIT, (3) full size pan capacity per compartment, SureCook controls, 60-minute electro-mechanical timer & manual (continuous steaming) by-pass switch, left-hand hinged door, controls on right, automatic drain & water level controls, Kleanshield™ interior, std treated & tap water connection, mounting spacer, 4" adjustable legs

- 1 ea 1-year limited warranty, standard
- 1 ea (VOS1) (2) 208-240V/60/3-ph, 10.7-14.3 kW, 29.8-34.4 amps, 3-wire, standard
- 1 ea Model CWT-06 Claris Water Treatment System, includes (1) pre-filter, (1) Claris X-large steam system, (1) Claris flow meter and (1) water test kit (see water quality requirements in price list)
- 1 ea Model CWT-XLC Claris X-Large Filter Cartridge
- 4 ea Model EC-110 Claris EC-110 cartridge, pre-filter replacement cartridge, for model CWT-06

**ITEM 34 - RANGE, 60", 6 OPEN BURNERS, 24" GRIDDLE (1 REQ'D)**  
**American Range Model AR24G-6B**

Heavy Duty Restaurant Range, gas, 60", (1) 24" griddle with 5/8" thick grill plate, manual controls, (6) 32,000 BTU open burners, (2) 26-1/2" ovens with one rack each, stainless steel front, sides & high shelf, 6" chrome plated legs, 88.0 kW, 302,000 BTU, ETL-Sanitation, NSF

- 1 ea Standard one year limited warranty on parts & labor
- 1 ea Natural Gas
- 1 ea Thermostat for 24" griddle
- 1 ea (2) 26-1/2" standard ovens, standard
- 1 st Model A35102 Casters, set of 4 (2 locking)
- 1 ea Dormont Model 1675KITS48PS Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia, 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast™ QD, 1 Swivel MAX®, 1 full port valve, 1 elbow, 1 pair Safety Set® with adhesive foam tape and hardware mounting options, limited lifetime warranty

**ITEM 35 - CONVECTION OVEN, GAS (1 REQ'D)**

**American Range Model M-2**

Convection Oven, gas, double-deck, bakery depth, manual controls, temperature range 150° F - 500° F, one hour timer, 2-speed fans, porcelain liners, 50/50 solid doors, stainless steel front, sides, top and stacking kit with casters (2 locking), 52.0 kW, 160,000 BTU, ETL, CE

- 1 ea Standard one year limited warranty on parts & labor
- 1 ea Specify Gas Type
- 1 ea Model A23059 One Point Gas Connection, for double stacked ovens
- 1 ea 120V/60/1-ph, standard

- 1 ea Dormont Model 1675KITS48PS Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast® QD, 1 Swivel MAX®, 1 full port valve, 1 elbow, 1 pair Safety Set® with adhesive foam tape and hardware mounting options, limited lifetime warranty

**ITEM 36 - WORK TABLE, STAINLESS STEEL TOP (1 REQ'D)**
**Advance Tabco Model KMS-305**

- Work Table, 60"W x 30"D, 16 gauge 304 series stainless steel top with 5"H backslash, 18 gauge stainless steel adjustable undershelf, stainless steel legs & adjustable bullet feet, NSF
- 1 st Model TA-255 Casters, expanding adapter, for 1-5/8" dia. O.D. tube/table legs, 400 lb capacity per caster, set of (4) (2 braked)
- 1 ea Model OTS-12-60 Overshelf, table mounted, single, 60"W x 12"D, 18 gauge 430 series stainless steel (non-adjustable, old style)
- 1 ea Back of table shelf location
- 1 ea Model SS-2020 Deluxe Drawer, 20"W x 20"D x 5" deep drawer pan insert, stainless steel, with drawer slides

**ITEM 37 - HEATED HOLDING CABINET (1 REQ'D)**
**Alto-Shaam Model 1200-UP**

- Halo Heat® Holding Cabinet, double compartment, on/off simple controller with adjustable thermostats, indicator light, (2) sets of chrome plated universal side rails, (4) sets of pan slides, (16) 20" x 12" x 2-1/2" full size pan capacity, heavy stainless steel exterior, 5" casters; 2 rigid, 2 swivel with brakes, EcoSmart®, cULus, UL EPH ANSI/NSF 4, CE, IP X4, TUV NORD, EAC
- 1 ea 120V/60/1-ph, 16.0 amps, 1.9kW, 9' cord, NEMA 5-20P
- 1 ea Solid door, hinged on right, standard
- 8 ea Model SR-24447 Universal Pan Slide, chrome plated (2 pieces required)

**ITEM 38 - REACH-IN REFRIGERATOR (1 REQ'D)**
**True Food Service Equipment Model T-23-HC**

Refrigerator, Reach-in, one-section, stainless steel door, stainless steel front, aluminum sides, clear coated aluminum interior with stainless steel floor, (3) adjustable PVC-coated wire shelves, interior lighting, 4" castors, R290 Hydrocarbon refrigerant, 1/5 HP, 115v/60/1, 2.8 amps, NEMA 5-15P, cULus, UL EPH Classified, CE, MADE IN USA

- 1 ea Self-contained refrigeration standard
- 1 ea Warranty - 5 year compressor (self-contained only), please visit [www.Truefmfg.com](http://www.Truefmfg.com) for specifics
- 1 ea 4" Swivel castors, standard (adds 5" to OA height)
- 1 ea Warranty - 3 year parts and labor, please visit [www.Truefmfg.com](http://www.Truefmfg.com) for specifics
- 1 ea Door hinged right standard
- 1 ea Model 974362 Standard Gray wire shelf, for T-23/T-23F and T-23RT/T-49DT

**ITEM 39 - SPARE NO.**

**ITEM 40 - SERVING COUNTER, HOT FOOD, ELECTRIC (1 REQ'D)**  
**Vollrath Model 37040**

Signature Server® Stainless Steel Countertop with Hot Food Station, 60"W x 28"D x 34"H, modular, (4) 11-7/8" x 19-7/8" x 6-3/8" deep hot food wells, individual Touch-Temp® programmable control for each well, manifold drains included, 18 Ga/300 series stainless steel top & hot wells, 18/400 series stainless steel enclosed base clad with black laminate, stainless steel unibody construction, 4" heavy duty swivel casters with brakes, 8' cord & plug, 2500 watts, cULus, NSF 4

- 1 ea 208v/60/1-ph
- 1 ea Model 36694 All Stainless finish for Signature Server® with stainless steel countertops, 60"W models
- 1 ea Model 37312 Single Deck Classic Cafeteria Breath Guard for 60" ADA Signature units (when ordered as replacement breath guard crating charges are applied)
- 1 ea Model 36402 Cayenne® Heat strip, 60" for Signature Server® with stainless steel countertops (allow (18) day lead time)
- 1 ea Model 37513-2-O Signature Server® Stainless Steel Countertop Plate Rest, operator side, 60"W x 7"D

**ITEM 41 - SERVING COUNTER, COLD PAN (1 REQ'D)**  
**Vollrath Model 37045**

Signature Server® Stainless Steel Countertop with Cold Food Station, self contained refrigeration, 46"W x 28"D x 34"H, modular, enclosed base, with stainless 19-7/8" x 37-1/2" x 8" deep top well, 3-pan size, 1/4 hp compressor, 3.8 amps, NEMA 5-15P, cULus

- 1 ea 120v/60/1-ph
- 1 ea Model 36693 All Stainless finish for Signature Server® with stainless steel countertops
- 1 ea Corner Station & 46"W models
- 1 ea Model 37311 Single Deck Classic Cafeteria Breath Guard for 46" ADA Signature units (when ordered as replacement breath guard crating charges are applied)
- 1 ea 120v/60/1-ph
- 1 ea Model NO LIGHT OR HEAT No lights or heating, standard, no charge
- 1 ea Model 37512-2-O Signature Server® Stainless Steel Countertop Plate Rest, operator side, 46" 7" Overall Width

**ITEM 42 - SERVING COUNTER, UTILITY (1 REQ'D)**  
**Vollrath Model 37021**

Signature Server® Utility Station with Stainless Steel Countertop, 46"W x 28"D x 34"H, modular, 16/300 series stainless steel top, 18/400 series stainless steel enclosed base clad with black laminate, reinforced stainless steel unibody construction, 4" heavy duty swivel casters with brakes, cULus, NSF

- 1 ea Model 36693 All Stainless finish for Signature Server® with stainless steel countertops
- 1 ea Corner Station & 46"W models
- 1 ea Model 37311 Single Deck Classic Cafeteria Breath Guard for 46" ADA Signature units (when ordered as replacement breath guard crating charges are applied)
- 1 ea Model NO LIGHT OR HEAT No lights or heating, standard, no charge
- 1 ea Model 3751250-2-O Operator Side- Plate Rest, with lift-off bracket, ADA Signature Server® with Stainless Steel Countertops, 46" 7" Overall Width

**ITEM 43 - DISHTABLE, SOILED (1 REQ'D)**  
**STAINLESS STEEL CUSTOM FABRICATORS**

S/S custom fabricated soiled dishtable. Field dimension to ensure fit. 11" high backsplash, cut down to clear pass-thru dish return and roll-down door, items 66 & 67. Provide pre-rinse sink with slide bar and perforated scrap basket. Ensure fit with dishwasher, item 44. Provide 60" tubular undershelf for rack storage. 14 gauge type 304, provide s/s legs and underbracing, all welded construction. Z clip to wall, marine caulk all s/s surfaces where adjoining building walls.

- 1 ea T&S Brass Model B-2187 Pre-Rinse Unit, wall mount mixing faucet, Eterna cartridges with spring checks, spray valve & add-on faucet, B-044-R rubber hose, B-0107, 6" wall bracket with 063X swing nozzle



**ITEM 44 - DISHWASHER, CONVEYOR TYPE (1 REQ'D)**  
**Hobart Model CL44EN-BAS+BUILDUP**  
 Conveyor Dishwasher, single tank, (202) racks/hour, insulated hinged doors, .62 gallon/rack, stainless steel enclosure panels, microprocessor controls with low temperature & dirty water indicators, ENERGY STAR®

1 ea Standard warranty - 1-Year parts, labor & travel time during normal working hours within the USA

1 ea Model CL44EN-BASELEOAX 208v/60/3-ph, electric heat only

1 ea Model CL44EN-BASHT15K Electric tank heat 15kW

1 ea Model CL44EN-BASERHONO Without internal booster

1 ea Model CL44EN-BASDIRORL Right to left operation

1 ea Model CL44EN-BASHGHTS Higher than standard

1 ea Model CL44EN-BASFETSTD Standard feet

1 ea Model SHTPAN-RACK Rack, 6 sheet pan

1 ea Model PRESREG-1/20BR 1/2" brass pressure regulator (is standard with built-in booster heater models)

1 ea Model 1/2INSHK-ABSRBR Water Shock Absorber Kit (Unit w/o booster also needs PRESREG-1/20BR).

1 ea Model SPE Single point electrical connection for motors and tank heat

Note: Suggest adding water softener for proper machine operation

#### **ITEM 45A - EXISTING ITEM**

Condensate exhaust system

#### **ITEM 45B - BY OTHERS**

Verify condensate exhaust system operation- repair as required- By GC/Mechanical Contractor

#### **ITEM 46 - CLEAN DISHTABLE (1 REQ'D)**

##### **Advance Tabco Model DTC-S30-72L**

Dishtable, clean, straight design, right-to-left operation, 10-1/2"H backsplash, 3" rolled front & side rims, stainless steel legs & crossrails, 71"W x 30"D x 34"H, 14/304 stainless steel

1 ea SPECIFY DISH MACHINE BRAND & MODEL to ensure proper fit, refer to attached document (AQ only) or consult [www.advancetabco.com](http://www.advancetabco.com) for compatibility listing. Certain dish

machines require modifications at additional cost not shown here

1 ea Model K-508 Modification to reduce length, start with next largest size then add "K-508" to model number for sinks & dish tables

1 ea- Specify length--Field verify length, likely 66"

1 ea Model K-454 End splash, integral (welded), for NSF sinks & dish tables, height matches backsplash height

1 ea Model DTA-75 Provision for limit switch (limit switch by others)

6 ft Model DTA-67 Provide stainless steel rear cross bracing (factory installation only) (per linear foot)

**ITEM 47 - BOOSTER HEATER, ELECTRIC (1 REQ'D)****Hatco Model C-45**

Compact Booster Heater, electric, 6-gallon storage capacity, electric operation, 45-KW, stainless steel front, Castone tank, NSF, cUL, UL

1 ea NOTE: Sale of this product must comply with Hatco's Minimum Resale Price Policy; consult order acknowledgement for details

1 ea NOTE: Includes 24/7 parts & service assistance, call 800-558-0607

1 ea One year parts and labor warranty, ten year warranty on Castone tank, standard

1 ea 208v/60/3-ph, 125.0 amps

1 ea Model OSBPRV Back pressure relief valve

1 ea Model QSSHOCK Shock Absorber (reduce water hammer)

**ITEM 48 - MOBILE PLATE AND DISH DISPENSER (2 REQ'D)****Lakeside Manufacturing Model 774**

Adjust-a-Fit® Dish Dispenser, non-heated, open tubular frame, mobile, (2) self-leveling dish dispensing tubes, Easy-Glide™ design, maximum dish size 12" diameter, stainless steel construction, 4" swivel casters (2) with brakes, NSF, UL

2 ea Round corner bumpers

**ITEM 49 - BY OTHERS**

Hose bib with hot & cold water hose- By GC

**ITEM 50 - SPARE NO.****ITEM 51,52 - ICE CUBER (1 REQ'D)****Hoshizaki Model KM-515MAH**

Ice Maker, Cube-Style, air-cooled, self-contained condenser, AHRI certified to 527-lb/24-hours production, stainless steel finish, crescent cube style, R-404A refrigerant, 115v/60/1-ph, 11.7 amps, NSF, UL, ENERGY STAR®

1 ea Warranty: 3-Year parts & labor on entire machine

1 ea Warranty: 5-Year parts & labor on evaporator

1 ea Warranty: 5-Year parts on compressor & air-cooled condenser

1 ea Model B-900SF Ice Bin, top-hinged front-opening door, AHRI certified 900-lb ice storage capacity, for top-mounted ice makers, stainless steel exterior, painted legs included, protected with H-GUARD Plus Antimicrobial Agent, ETL-Sanitation

1 ea Model HS-2035/HS-2033 Top Kit, (HS-2035, 22") & (HS-2033, 8"), ABS, for single or stacked machines

1 ea Warranty: 3-Year parts & labor for bin

1 ea Model H9320-51 Water Filtration System, single configuration

1 pk Model H9655-06 Replacement Water Filter Cartridge (6 pack)

**New Age Model 1250CK**

Can Storage Rack, mobile design with casters, sloped glides for automatic can retrieval, aluminum construction, holds 162-#10 or 216-#5 cans, (4) 6" plate casters, (2) swivel with brakes, (2) rigid, NSF 2 ea Lifetime warranty against rust & corrosion, 5 year construction warranty, standard

# Advance Tabco Model EGG-2448

Shelving Unit, Wire, Special Value, 48"W x 24"D x 74"H, includes: (4) shelves & (4) post with adjustable feet, green epoxy finish, NSF, KD

- Model EGG-2436 Shelving Unit, Wire, Special Value, 36"W x 24"D x 74"H, includes: (4) shelves & (4) post with adjustable feet, green epoxy finish, NSF, KD
- Model EGG-2460 Shelving Unit, Wire, Special Value, 60"W x 24"D x 74"H, includes: (4) shelves & (4) post with adjustable feet, green epoxy finish, NSF, KD

## Track shelving

## New Age Model 2009

Dunnage Rack, 48"W x 24"D x 12"H, all welded aluminum construction, 1-1/2" x 1-3/4" x 0.070 tubing, welded aluminum caps on feet, weight capacity 2500 lbs., NSF

- |      |                                                                                                                                                                             |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 ea | Lifetime warranty against rust & corrosion, 5 year construction warranty, standard                                                                                          |
| 2 ea | Model 2008 Dunnage Rack, 36"W x 24"D x 12"H, all welded aluminum construction, 1-1/2" x 1-3/4" x 0.070 tubing, welded aluminum caps on feet, weight capacity 2500 lbs., NSF |
| 2 ea | Lifetime warranty against rust & corrosion, 5 year construction warranty, standard                                                                                          |

## Custom

By equipment supplier. Provide galvanized floor for thickset grout & quarry tile overlay. See detail FS-3. 120/60/1, 5A

**Tile supply and installation by GC.**

## Custom

Cooler evaporator coil- By equipment supplier, 120/60/1, 5A estimated, verify with shop drawing.

**ITEM 59 - REMOTE CONDENSER UNIT (1 REQ'D)****Custom**

Cooler remote c/u- By equipment supplier. 208/60/3, 9.5A estimated, verify with shop drawing

**ITEM 60 - REFRIGERATION COIL (1 REQ'D)****Custom**

Freezer evaporator coil- By equipment supplier. 208/60/1, 10.9A estimated, verify with shop drawing

**ITEM 61 - REMOTE CONDENSER UNIT (1 REQ'D)****Custom**

Freezer remote c/u- By equipment supplier. 208/60/3, 11.5A estimated, verify with shop drawing

**ITEM 62 - WIRE SHELVING UNIT (1 REQ'D)****Advance Tabco Model EGG-2442**

Shelving Unit, Wire, Special Value, 42"W x 24"D x 74"H, includes: (4) shelves &amp; (4) post with adjustable feet, green epoxy finish, NSF, KD

- 3 ea Model EGG-2448 Shelving Unit, Wire, Special Value, 48"W x 24"D x 74"H, includes: (4) shelves & (4) post with adjustable feet, green epoxy finish, NSF, KD
- 3 ea Model EGG-2454 Shelving Unit, Wire, Special Value, 54"W x 24"D x 74"H, includes: (4) shelves & (4) post with adjustable feet, green epoxy finish, NSF, KD
- 1 ea Model EGG-2436 Shelving Unit, Wire, Special Value, 36"W x 24"D x 74"H, includes: (4) shelves & (4) post with adjustable feet, green epoxy finish, NSF, KD

**ITEM 63 - DUNNAGE RACK (2 REQ'D)****New Age Model 2009**

Dunnage Rack, 48"W x 24"D x 12"H, all welded aluminum construction, 1-1/2" x 1-3/4" x 0.070 tubing, welded aluminum caps on feet, weight capacity 2500 lbs., NSF

- 2 ea Lifetime warranty against rust & corrosion, 5 year construction warranty, standard
- 2 ea Model 2008 Dunnage Rack, 36"W x 24"D x 12"H, all welded aluminum construction, 1-1/2" x 1-3/4" x 0.070 tubing, welded aluminum caps on feet, weight capacity 2500 lbs., NSF
- 2 ea Lifetime warranty against rust & corrosion, 5 year construction warranty, standard

**ITEM 64 - SPARE NO.**



ITEM 65 - SPARE NO.

ITEM 66 - EXISTING ITEM

Roll-down door

ITEM 67 - EXISTING ITEM

S/S dish return

ITEM 68 - BY OTHERS

Roll-down door- By GC

ITEM 69 - SHELF, PASS-THRU (1 REQ'D)

STAINLESS STEEL CUSTOM FABRICATORS

S/S pass-thru shelf. Field dimension fit, coordinate size and installation with GC

ITEM 70 - EXISTING ITEM

Water fountain

ITEM 71 - ICE DISPENSER (1 REQ'D)

Hoshizaki Model DM-200B

Ice & Water Dispenser, counter model, 140-lb. ice capacity, accommodates KM-340, KM-515, KM-600, KM-650 or KML Series ice machines or manual fill, dispenses 7-1/2 lb. ice/minute, auger agitator dispenses individual cubes, stainless steel exterior, 115-120v/60/1-ph, 1.4 amps, NSF, UL

1 ea

Warranty: 2-Year parts & labor on dispenser

ITEM 72 - BY OTHERS

Millwork beverage counter- By GC

ITEM 73 - GARBAGE CAN (2 REQ'D)

Continental Commercial Products Model 5750BK

King Kan® Receptacle, general purpose waste, with 9" x 16" top hinged doors, 50-gallon capacity, 40-1/2" x 23-3/4" x 23-3/4", made of engineered resins, black

ITEM 74 - BY OTHERS

Millwork condiment counter

ITEM 75-80 - SPARE NO.