

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • JUNE 12, 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. POSITIVITY AWARD - NONE**3. PRESENTATIONS**

- 1. Honoring Lee Ann Luedeke's Retirement from the Fire Department
(Requested by Valerie Manning, City Clerk)
- 2. Presentation from Volusia County Councilwoman Billie Wheeler, District 2 Representative
(Requested by Valerie Manning, City Clerk)

4. PUBLIC COMMENTS**5. APPROVAL OF MINUTES**

- 1. Minutes - May 22, 2018 - Regular City Commission Meeting; Workshop Minutes - May 22, 2018 - FY2018 Mid-Year Budget Review and Workshop Minutes - May 29, 2018 - Hollyland Park Discussion
(Requested by Valerie Manning, City Clerk)

6. CONSENT AGENDA - ITEMS (1 - 5)

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-32 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into Grant Agreement #H0083 with the Florida Division of Emergency Management; Providing for Severability; and Providing for an Effective Date.
(Requested by Antoine Khoury, Public Works)
- 2. Resolution Resolution 2018-R-33 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into Grant Agreement #H0084 with the Florida Division of Emergency Management; Providing for Severability; and Providing for an Effective Date.
(Requested by Antoine Khoury, Public Works)

3. Resolution Resolution 2018-R-34 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter to Grant Agreement #H0085 with the Florida Division of Emergency Management; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

4. Resolution Resolution 2018-R-35 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into Grant Agreement #H0087 with the Florida Division of Emergency Management; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

5. Disposal of Fixed Assets

(Requested by John McKinney, Finance)

7. **REGULAR AGENDA**

1. Resolution Resolution 2018-R-36 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Apply to the Racing and Recreational Facilities District for a Grant in the Amount of \$50,000 for the Purchase and Installation of the National Fitness Campaign, Fitness Court; Providing for Severability; and Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)

2. Resolution Resolution 2018-R-37 A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Adopted Budget for the City of Holly Hill for the Fiscal Year 2017-2018; and Providing for Severability; and Providing for an Effective Date.

(Requested by John McKinney, Finance)

8. **PUBLIC HEARINGS**

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

1. Ordinance SECOND READING - Ordinance 3005 An Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcel Described in Exhibit "A" from B-5 (General Commercial District) to BPUD (Business Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

(Requested by Brian Walker, City Planner)

9. COMMUNICATIONS

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

10. 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 # 2053)**

Meeting: 06/12/18 07:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 2053

Honoring Lee Ann Luedeke's Retirement from the Fire Department



**A RESOLUTION OF THE CITY OF HOLLY HILL,
FLORIDA, RECOGNIZING LEE ANN LUEDEKE FOR HER
YEARS OF SERVICE TO THE CITY OF HOLLY HILL AND
ITS CITIZENS.**

WHEREAS, Lee Ann joined the City of Holly Hill on November 29, 2004; and

WHEREAS, Lee Ann served as a Firefighter and Paramedic; and

WHEREAS, Lee Ann obtained certifications for Driver Engineer, Pump and Hydraulics Operator qualifying her as a Relief Driver for the Fire Department; and

WHEREAS, Lee Ann has participated in a variety of Fire Department activities, MDA Boot drives, OneBlood drives, and Community Education on Fire Prevention; and

WHEREAS, Lee Ann has personally helped many citizens of Holly Hill with medical assistance in their time of need; and

WHEREAS, Lee Ann has excelled in accurate and documented report writing following both medical and fire incidences; and

WHEREAS, Lee Ann has served in natural emergency situations such as hurricanes and flooding and offering the citizens comfort and relief; and

WHEREAS, Lee Ann has placed patient care as her number one priority with professionalism and dedication to service as she represented the City of Holly Hill; and

WHEREAS, Lee Ann has proven to be a dependable employee, dedicated worker and the first female Firefighter to retire after serving the City of Holly Hill and its citizens with the highest level of integrity, professionalism, and commitment.

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, HEREBY ACKNOWLEDGES ITS GRATEFUL APPRECIATION OF LEE ANN LUEDEKE FOR HER YEARS OF OUTSTANDING SERVICE AND DEDICATION TO THE CITY OF HOLLY HILL AND WISH HER WELL IN HER RETIREMENT AND THROUGH HER FUTURE ENDEAVORS.

BE IT RESOLVED BY THE CITY COMMISSION, ADOPTED THIS 12th DAY OF JUNE, 2018.

City of Holly Hill, FL

John Penny, Mayor

**City Commission**

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED**PRESENTATION (ID # 2064)**

Meeting: 06/12/18 07:00 PM

Department: City Clerk

Category: Presentation

Prepared By: Valerie Manning

Initiator: Valerie Manning

Sponsors: City Manager Joseph A. Forte

DOC ID: 2064

Presentation from Volusia County Councilwoman Billie Wheeler, District 2 Representative

Volusia County Councilwoman Billie Wheeler, District 2 Representative would like to invite the Mayor and City Commissioners to a Water Quality meeting with Indian River Lagoon Council at the Daytona Beach Airport on Thursday, June 21, 2018 from 8:30 AM to 11:30 AM.

Representative Wheeler will discuss available funding sources during her presentation.



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

**City Commission
Agenda Item**

MEETING DATE: June 12, 2018
FROM: Valerie Manning
SUBJECT: Minutes - May 22, 2018 - Regular City Commission Meeting;
Workshop Minutes - May 22, 2018 - FY2018 Mid-Year Budget
Review and Workshop Minutes - May 29, 2018 - Hollyland
Park Discussion
NUMBER: (ID # 2062)
APPLICANT:
PLANNER:

DISCUSSION:

Approve the following sets of minutes:

- 1) May 22, 2018 - Regular City Commission meeting
- 2) May 22, 2018 - Workshop on FY2018 Mid-Year Budget Review
- 3) May 29, 2018 - Workshop on Hollyland Park Discussion

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve all three sets of minutes.

COMMISSION GOAL:

N/A

MOTION:

Approve minutes as submitted by staff.

- Minutes - May 22, 2018 - Regular City Commission meeting (PDF)
- Workshop Minutes - May 22, 2018 - FY2018 Mid-Year Budget Review (PDF)
- Workshop Minutes from May 29, 2018 - Hollyland Park - Pickleball Discussion (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • MAY 22, 2018

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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

b. Invocation

Commissioner Via led the Invocation.

c. Pledge of Allegiance

Mayor Penny led the Pledge of Allegiance to the Flag.

2. POSITIVITY AWARD

1.

Copper Bottom Craft Distillery

(Requested by Valerie Manning, City Clerk)

Commissioner Via thanked the owners of Copper Bottom Craft Distillery for their business in Holly Hill and appreciates all they do for the community and coming to Holly Hill.



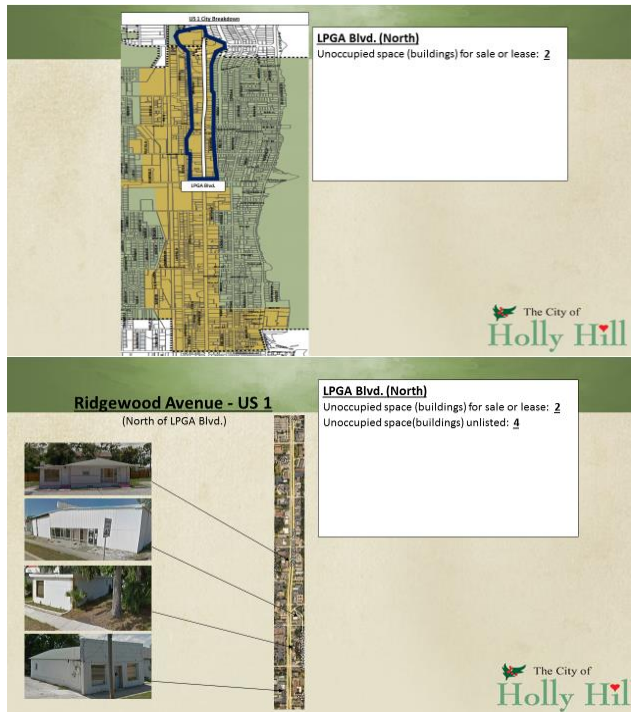
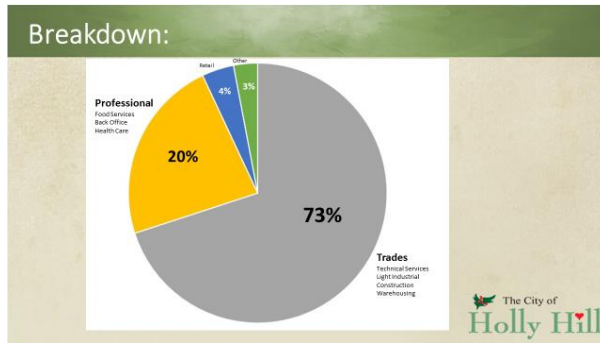
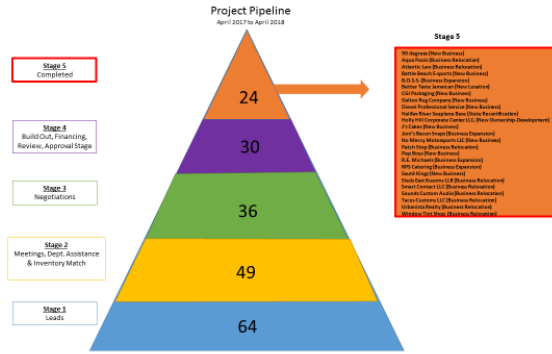
3. PRESENTATION

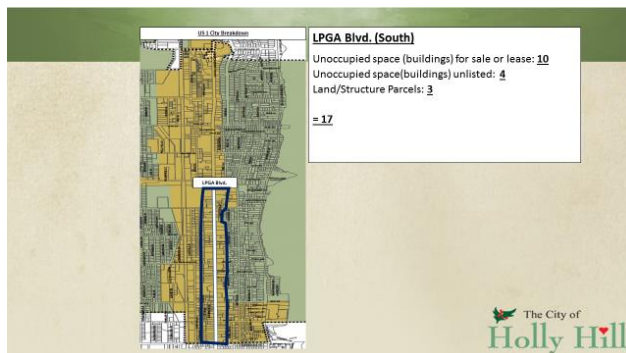
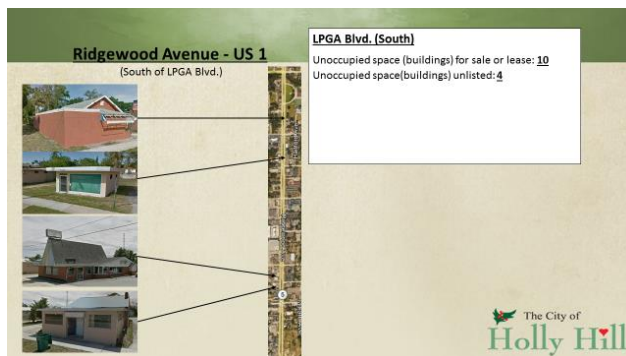
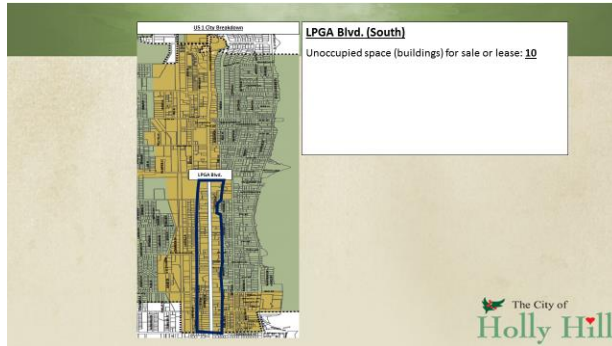
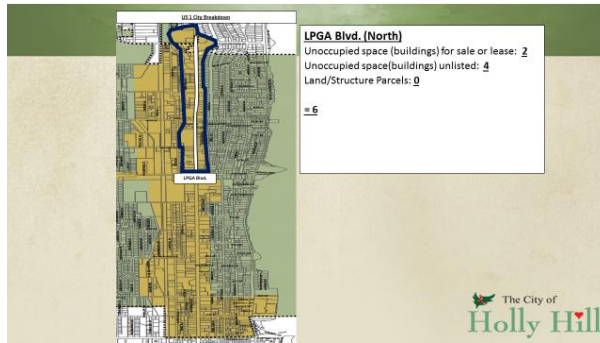
1.

Department Presentation

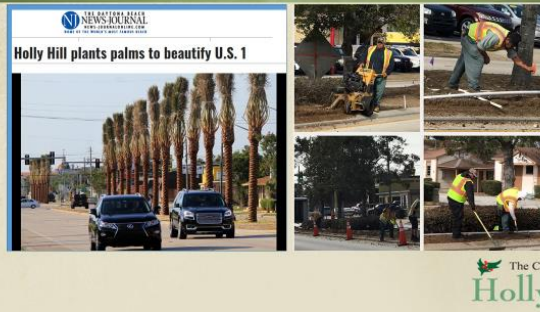
(Requested by Nick Conte, Economic Development)

Nick Conte, Economic Development Director/CRA Coordinator shared a PowerPoint presentation to the Mayor and Commissioners. The following slides were discussed by Mr. Conte.



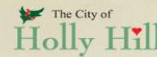


CRA Update



CRA GRANTS

2016 - 2017	2017-2018
4 Projects	11 Projects
• (1) Demolition Grant • (1) Paving Grant • (1) Sign Grant • (1) Façade Beautification Grant	• (7) Sign Grants • (5) Paving Grants • (2) Façade Beautification Grants • (1) Demolition Grant
= \$20, 628.00	= \$56, 530.00



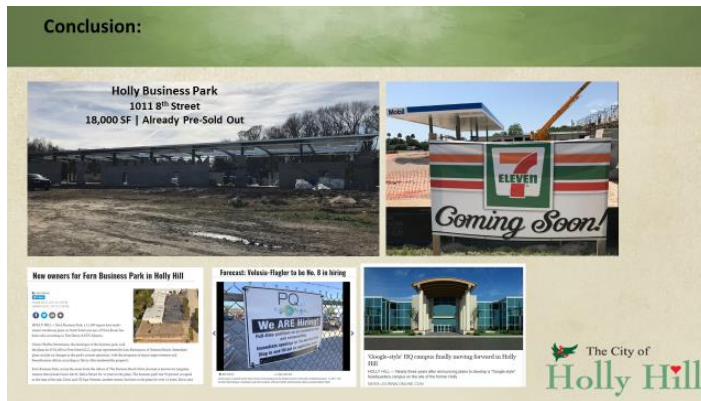
Targeted Work:

- Special CRA Grant **"Paint The Future of Holly Hill"** - Date Extension (March 31, 2019)
- Addressing use of Outdoor Displays
- Review of Non-Conforming Properties/Sunset Timeline



Conclusion:





4. PUBLIC COMMENTS

The following individuals spoke to the Mayor and City Commissioners:

Jim Schultz, 117 Harvard Drive, Ormond Beach, shared his concerns about fluoride to the Mayor and City Commissioners.

Dennis Smith, 107 7th Street, Holly Hill, thanked the Police Department because he has had to use them a few times; suggested the city put some money towards the Police Department to help keep the drug dealers and vagrants out of the city; spend money on radar detectors to help with traffic enforcement or put some officers on overtime to help protect the parks.

Steve Smith, 1410 Riverside Drive, Holly Hill, hopes staff can find some money to help fund the Police Department so that they can step up their game to improve the quality of life along the river; shared his frustrations about being called ignoramus for thinking that he could come up to the podium and talk to the Mayor and Commissioners to get them to react to do something and listen to a citizen; nobody is saying or doing anything about the things he comes forward with; gets called an ignoramus for coming to the podium thinking he can make a difference.

Jim Legary, 342 Burleigh Avenue, Holly Hill, mentioned he heard some discussions on Facebook about moving the current dog park to Hollyland Park and was looking for an update from someone.

Mr. Forte stated he will forward the email he sent out.

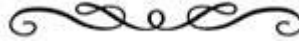
5. APPROVAL OF MINUTES

1.

Minutes - May 8, 2018 - Regular City Commission and CRA Meeting
(Requested by Valerie Manning, City Clerk)

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

Enacted and approved this 22nd day of May, 2018, in Holly Hill



6. CONSENT AGENDA - ITEM (1)

Mayor Penny asked if any member of the Commission would like to pull or discuss the Consent Agenda item or if any member of the audience would like to discuss the item. There was no one.

1. Resolution

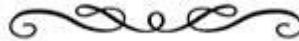
Resolution 2018-R-31 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into a Grant Agreement H0018 with the Florida Division of Emergency Management and Perform a Budget Appropriation in the Amount of \$167,970 to the Stormwater Fund; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION

Enacted and approved this 22nd day of May, 2018, in Holly Hill



7. REGULAR AGENDA

1.

Request for Lien Reduction - 113 / 115 Walker Street

(Requested by Joseph Forte, City Manager)

Mr. Forte briefly discussed the staff report for the lien reduction request for 113/115 Walker Street with the Mayor and City Commissioners. The property is owned by Angelo Noviello, Jr. The original Code Enforcement action commenced in 2012 under the ownership and responsibility of Angelo Noviello, Jr., in violation of Section 82-131 and 304.1. The issue involving this case is that Mr. Noviello's father, Mr. Noviello, Sr., was responsible for the property up until his incarceration last year. Following Mr. Noviello, Sr's incarceration, Mr. Noviello, Jr., brought the property into compliance in anticipation of selling the property and does not want to maintain it any longer. The request is to reduce the lien amount to \$1,135.16, payable no later than June 15, 2018.

Mayor Penny asked if the applicant was there and he was not.

Mayor Penny opened public participation.

Steve Smith, 1410 Riverside Drive, Holly Hill, stated he walks pass that property every day for the last 20 years and he looked at the Volusia County website and they don't have a 113 Walker, it doesn't exist. His question is, where is 113 Walker?

Mayor Penny closed public participation.

Mr. Forte stated they used 113 Walker because that's what it is referred to a lot through our utility billing department or through our land records. Staff makes sure they announce both numbers so that there's no conflict.

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

Enacted and approved this 22nd day of May, 2018, in Holly Hill



8. PUBLIC HEARINGS

1. Ordinance

FIRST READING - Ordinance 3005 An Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcel Described in Exhibit "A" from B-5 (General Commercial District) to BPUD (Business Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

(Requested by Brian Walker, City Planner)

Brian Walker, City Planner, gave a brief description of the Halifax Media Holly Hill BPUD rezoning item with the Mayor and City Commissioners. The applicant is requesting a rezoning for 1.58 acres, located on the east side of Nova Road, approximately 600 feet south of 6th Street. The applicant is requesting a rezone to BPUD (Business Planned Unit Development) in order to develop lots 3, 4 and 5 of the Halifax Media Plat. Lots 3 and 4 are divided between the cities of Holly Hill and Daytona Beach.

The portions lying within the City of Daytona Beach are part of the Halifax Media Planned District Agreement between the City of Daytona Beach and RPS News Journal Building, LLC. The portions lying within the City of Holly Hill are zoned B-5 (General Commercial District). Therefore, each lot has two different zoning districts. The applicant proposes commercial structures on the portions of lots 3 and 4 lying within the City of Daytona Beach. On the portions of lots 3 and 4 lying within the City of Holly Hill, the applicant proposes to develop the site as parking area and drainage only, in support of the commercial structures proposed on those same lots within the City of Daytona Beach. The portions of lots 3 and 4 that are proposed for parking and drainage are zoned B-5 which does not allow parking and drainage without a structure. Since the proposed structures are in another jurisdiction and zoning district, it is necessary to rezone the B-5 zoned property to a zoning classification that will allow parking and drainage as a support use only. The Business Planned Unit Development zoning district is designed to allow a flexibility of business uses and their supporting infrastructure. The rezone will allow the portions of lots 3 and 4 lying within the City of Holly Hill to be used as parking and drainage in support of the commercial structures within the City of Daytona Beach. Lot 5 is entirely within the City of Holly Hill and is currently zoned B-5 (General Commercial District). The applicant proposes to include this lot within the BPUD with the permitted uses to be consistent with the permitted uses under the B-5 zoning district of the Land Development Regulations of the City of Holly Hill. Mr. Walker stated with regards to the adjacent land uses and zoning, they are included as stated in their staff report. There is also a site analysis that is provided in their staff report. With regards to the consistency of the Land Development Code, the request is consistent with the Land Development Regulations of Holly Hill and the surrounding area. The proposed project supports the objectives of the BPUD zoning designation in that it supports economical and orderly development consisting of compatible land uses. With regards to consistency of the Comprehensive Plan, the proposed Business Planned Unit Development (BPUD) zoning classification is compatible with the allowable uses and density provisions of the General Commercial Development future land use designation as well as with existing adjacent and future land uses, the natural environment and the impact upon supporting public infrastructure. At the Board of Planning and Appeals meeting on May 7, 2018, the board unanimously recommended that the City Commission adopt the Ordinance enacting a Rezone from B-5 (General Commercial) to BPUD (Business Planned Unit Development), and approve the associated Development Agreement and Preliminary Development Plan. Therefore, staff recommends that the Commission adopt the Ordinance enacting a Rezone from B-5 (General Commercial) to BPUD (Business Planned Unit Development), and approve the associated Development Agreement and Preliminary Development Plan for approximately 1.58 acres, located on the east side of Nova Road approximately 600 feet south of 6th Street.

Mayor Penny stated Mr. Walker, he understands that there might have been some discussion with the applicant about possibly using the lot in discussion to absorb stormwater retention for possible future development parcels that are in Holly Hill? Was that a discussion?

Mr. Walker asked are you speaking in regards to lots 3 and 4?

Mayor Penny stated yes, for future development.

Mr. Walker stated there was the issue of them possibly allowing some of the parking. It wasn't really discussed with the applicant but it was something that came up after the BOPA meeting as maybe some ways of being able to enhance lot 5 and make it more usable. That's the only lot that's within Holly Hill.

Commissioner Via asked how many parking spaces would be available in lot 5?

Mr. Walker stated that would depend on the actual use. For example, if you have a commercial office structure, it would be one space for every 250 square feet. If it were a convenient store it would be one space for every 200 square feet. It depends on the actual use.

Commissioner Via stated so nothing is currently planned to go in there.

Mr. Walker stated not for lot 5.

Mayor Penny asked if the applicant would like to make a presentation.

Robert Merrell, Cobb Cole, 149 S. Ridgewood Avenue, Daytona Beach, mentioned that he is there on behalf of the applicant. He brought with him the development team to help answer questions of the Mayor and City Commissioners if needed. Mayor, your question about the parking. I've looked at the Daytona version, the mirror image of the BPUD from Daytona and I think it's flexible in the sense that parking can be shared among all the properties if it works out that way. Mr. Merrell stated they actually have one under contract that's hopefully going to come in and build on the middle lot and the others, at this point, are theoretical. He hopes that will be a cascading effect and others will come along and they're hoping that the city will see some new commercial development out there on the frontage of this property that's been vacant for so long.

Mayor Penny stated he thinks they collectively encourage the development but they would wish that they might get some taxable value in the city.

Mr. Merrell stated for sure, unquestionably, the piece on the south end, is entirely within Holly Hill and there will be something built there at some point in time. They are hoping that this first piece that is mostly within Daytona will happen and be a catalyst for the rest of it. They know that the city has water and sewer for sale there and so, the city will get that certainly. He thinks tax benefit, water/sewer benefit is going to come and then just the whole new idea of there being some new commercial development on this frontage. As far as he's concerned, when he drives down Nova Road it looks like Holly Hill to him there. He thinks that's Holly Hill but it's only partially. The effect, outwardly, of new development in the city, he thinks is certainly a big positive. They are hoping to bring that to the city. That's what they are here for today.

Commissioner Byrnes stated it is a little sad that Daytona gets these nice buildings and Holly Hill gets parking and retention ponds. It would be nice if Cobb Cole represented the other properties and could tell the City Commission that Cobb Cole is going to work

hard to get something to develop on the rest of the property that's in the Holly Hill city limits.

Mr. Merrell stated he thinks the folks that are here with him tonight are definitely going to be cheerleaders for either side of the line. He didn't draw the line. It's kind of an odd way that it was drawn, he guesses. By the end of the day, they are hoping it's going to be all boats are rising with the tide. That's what they are hoping.

Commissioner Via asked his client would be open to the shared parking for lot 5? His concern is and probably Mr. Merrell's as well, you want to sell lot 5 and you want to put a building there, just don't want to restrict it because it's a smaller lot, so the bigger you build the place the less lots you have and then you can't put certain businesses there. Is that something their client...

Mr. Merrell stated let him suggest that they do this. A lot of the Daytona BPUD, the mirror image of this, doesn't have a whole lot in there about parking but he thinks they can sort of bootstrap it by putting something in the Holly Hill BPUD, that they are hopefully approving tonight, that says just what Commissioner Via said. That it allows that to happen. Mr. Merrell stated as they know right now, the plan that they are looking at as part of this, is a concept plan.

Commissioner Via and Mayor Penny stated, right.

Mr. Merrell stated they have to come through and get the site plan approved and when that gets pinned down, they are going to leave that option open from a zoning standpoint because that's the only place they're at now. The zoning standpoint. He will make sure that's in there. Hopefully, that will be okay with Attorney Simpson as far as having that at the second reading.

Mr. Forte asked where would it be?

Mr. Merrell stated he can put it in the BPUD agreement and make it clear that the parking will be allowed to be across the lines, if they will. Just to make that clear. So, the opportunity for the next buyer to come along, they can have shared parking.

Mr. Walker stated he has a question with regards to that. The reason that they were requesting or thinking about the other lots absorbing some of the parking spaces for lot 5, would be to allow lot 5 to actually have a bigger building. For example, let's say lot 5 had an office building on it and lot 5 is allowed an office building of 30,000 square feet. Well, 30,000 square feet, once we figure out the required parking for 30,000, it might not be enough. It might not fit. So then they would say, we have to reduce our building. We can't do 30,000 square feet. We have to do 22,000 square feet. If they were allowed to put some of our parking on other lots then we could do our 30,000 square foot building and maybe do 60 of the required spaces on our lot and the other 20 somewhere else on lots 3 and 4. That's why the idea came up of *expressly* stating a number of parking spaces that would be used to benefit lot 5. To just say their shared parking, he just wants the Mayor and City Commissioners to understand, to say that there's going to be shared parking, will not accomplish lot 5 being able to do a larger building.

Mr. Merrell stated but it could.

Mr. Walker stated not if it's *specifically* stated.

Mr. Merrell asked can he elaborate....

Mayor Penny stated let's let the attorney's hash it out before second reading.

Mr. Merrell stated they can work on this before second reading.

Mr. Forte stated he wants to make sure he gets the direction though.

Mayor Penny stated, yes. Okay.

Mr. Merrell stated if the direction is to keep the flexibility there, he is all in favor of that. Mr. Walker's idea to make it a specific number on something that is theoretical at this point anyway, he thinks, is a bad idea. Mr. Merrell stated he wants to keep it open. He wants to have the option so when somebody comes in...he deals with this stuff every single day and he knows they're struggling between the government's role and the private sector's role but in this case, the private sector is not here yet saying this is what we want to build. The market's not there telling them ten spaces here or ten over there. They will get there and when they do, they want to leave the options open. They're trying to get things built here and they don't know what they are yet. They are doing what Mr. Walker said, and although he sees where Mr. Walker is going, it's get them too locked in, he's afraid. Keeping it flexible, gets the city what it wants, Commissioner Via, what Mayor Penny is suggesting, and he thinks that's the best they can do.

Mr. Forte stated just hypothetically, if the realtors come to the city and say, "I have somebody that wants to build on lot 5", and they have somebody that wants to build this building, stormwater is taken care of but between landscaping requirements and parking requirements and floor area ratios, we don't have enough parking space, can anybody in that PUD say, "nope, no room here".

Mr. Merrell stated so they have a master developer that's doing the PUD...

Mr. Forte stated, right.

Mr. Merrell stated somebody comes in and buys a piece from them or they're leasing, they have control of that.

Mr. Forte stated, right.

Mr. Merrell stated he wants to make sure the documents are clear. Right now, looking at the PUD it doesn't say anything. It doesn't say that they can or cannot do it. So, he thinks you can. It's in a PUD, it's in a master plan.

Mr. Forte stated but he thinks anybody can park there if they want but if the city is going to go this route, he wants to make sure that when Mr. Walker reviews the document for

parcel 5, if it's short parking, and he thinks Cobb Cole would be in favor of it and help market parcel 5, that the city can use an allocation, not a designated "these ten spots" but an allocation of spots.

Mr. Merrell stated the Mayor mentioned stormwater. (speaking to his client): To the extent that you guys have offsite stormwater, do you want to address that or is there a chance that some of the stormwater that is going to accommodate the lot, may have a bigger building? Is there a chance for that? (speaking to his client).

Mr. Forte stated he thinks the stormwater for that parcel is covered...

(Inaudible from the audience at this time - Mr. Merrell's clients speaking).

Mr. Forte stated it's handled.

Mr. Merrell stated it's in and it's not on that lot. So, the city already has the benefit of what the Mayor's question was on that. Mr. Merrell stated, Mr. Forte, between first and second reading can they work through some of the ideas...

Mr. Forte stated he thinks so.

Mr. Merrell stated that they want to have the opportunity, that if somebody comes along and doesn't have enough parking to do the building they want to do on lot 5, they have the opportunity.

Commissioner Via stated he just doesn't want to handcuff themselves.

Mr. Forte stated he thinks he understands what the Commissioners want and what Mr. Merrell is trying to accomplish and what Mr. Walker is looking for and they have an extra week between meetings so the attorney's can discuss it and work it out.

Mayor Penny asked if there were any more questions from the Commission. There was no one.

Mayor Penny opened public participation.

Donna Alderette, 325 Scotland Drive, Holly Hill, stated she directly abuts this property and shared her concerns about this request for Halifax Media and the BPUD to the Mayor and Commissioners. She informed them that she has gone to almost every meeting in Daytona Beach and attended BOPA meeting for this and this request affects her quality of life. Shared her concerns about the landscaping suggested for the request that shows it to be put in on the Nova Road side and the rear side of the requested property. The original plans shows trees that were supposed to be planted and not one tree has been planted. She would rather look at nice landscaping than a parking lot right now. Mentioned that she wasn't notified about the meeting; received no notice but her neighbor did. Shared her concerns about the headlights shining in through her windows at night with a fast food restaurant there and 24-hour service.

Mayor Penny closed public participation.

Mayor Penny asked Mr. Walker if he has any knowledge of the agreement with the trees and the buffers and all of that stuff?

Mr. Walker stated he doesn't have any knowledge with respect to this specific circumstance.

Mayor Penny stated, okay.

Mr. Forte stated keep in mind, the landscaping requirements is a Daytona standard.

Mayor Penny stated it's a Daytona Beach requirement.

Mr. Merrell stated he appreciates Ms. Alderette's comments and certainly, everybody is landscape sensitive these days but the landscaping that they don't see there is going to be installed when the buildings come in through the site plan approval process. When Ms. Alderette is saying she doesn't see landscape it's because nothing's been built.

Mayor Penny asked would it be typical not to put the landscape in until right before the Certificate of Occupancy.

Mr. Merrell stated you don't tear a landscape up and then put the building in. It's going to happen when the buildings come through the site plan approval process. They will see the details. That's how it works and he thinks the Mayor and City Commissioners understand that. He just wanted to be responsive to Ms. Alderette so what she sees is not what's going to be done ultimately.

Commissioner Byrnes stated if they don't sell lot 5 for ten more years, this resident is going to have to put up with that kind of concern.

Mr. Merrell stated he looks at lot 5 and sees a whole lot of landscaping there now and he just Google Earth it and he is trying to understand what Ms. Alderette is looking for on that side of the property. He was thinking the other side; that was the opposite lot. If they wouldn't mind, maybe they can talk about it between first and second reading and try to make sure they understand her concerns fully and try to bring forward something the Commissioners will feel is responsible.

Mayor Penny stated sounds good.

Commissioner Currie stated she would be happy as long as they take some of that into consideration.

Mayor Penny stated he just doesn't know how much control the city will have because they can only control Holly Hill side.

Commissioner Currie asked but lot 5 is all of the city's?

Mayor Penny stated, correct.

*Commissioner Via made a motion to **APPROVE the First Reading of Ordinance 3005 with the City Attorney and Mr. Merrell talking about the shared parking and figuring out a formula for that**, seconded by Commissioner Danio.*

Commissioner Byrnes stated he would like to find out why the notice wasn't received.

Mr. Forte stated he will find out.

Commissioner Byrnes stated he is going to preliminary vote "yes" but he's reserving the right to change that vote at second reading.

Mayor Penny stated since this is a PUD, can they mandate some of those things that they want?

Mr. Forte stated generally, a PUD is a negotiation between the jurisdiction and the applicant.

Mayor Penny stated that's what he means. They can throw it out there as a negotiating tool and let the attorney's hash that out between first and second reading.

Mr. Forte stated, right. That's why he wanted to make sure he got the direction from the Commission as to what they are looking for.

PASSED, 5-0.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS]	Next: 6/12/2018 7:00 PM
MOVER:	Chris Via, District 4 - Commissioner	
SECONDER:	John C. Danio, District 3 - Commissioner	
AYES:	Byrnes, Currie, Danio, Via, Penny	



9. COMMUNICATIONS

A. City Manager & Staff Comments

Mr. Forte informed the Commission that staff got the prices in for the demolition for the property on Sunset Lane off of 3rd Street and 627 Ridgewood Avenue, the old Brass Works buildings. Those will be coming down over the next week or two.

B. City Attorney Comments

Not present.

C. City Commission Comments

Mrs. Manning asked the Mayor and City Commissioners who would like to be designated as the Voting Delegate for the upcoming annual Florida League of Cities.

Commissioner Via stated he doesn't mind doing it again.

*There was **consensus** from the Commissioners for Commissioner Via to be the voting delegate for Holly Hill during the annual conference in August 2018.*

Commissioner Byrnes words mean things and he clarified for Mr. Smith the meaning of ignorance and he was accused of using a word that he has not used (ignoramus). When he used the word ignorance, he meant it as the dictionary term, which means "you just don't know". Commissioner Byrnes mentioned that he doesn't believe anyone should be trying to reapply for their job as Commissioner or Mayor until qualifying period.

Commissioner Currie mentioned attending the Police Memorial last Friday; attended Brevard County's Police Memorial as well; her husband had the opportunity to go to Washington, D.C. with the Volusia County Honor Guard and said it was a very humbling experience; appreciates all of Holly Hill's officers and Fire Department for being there to help with her mom on several occasions. She does listen to the citizens.

Commissioner Via mentioned the Crime Stoppers event with Chief Aldrich and Mr. Forte, great event to honor the officers; proud of the work that staff has done to market itself to bring in businesses and thanked Mr. Conte, Mr. Forte and Mr. Walker, the whole team. Holly Hill is very lucky to have these people in place to be there on behalf of the Commissioners and city day-in and day-out and excited about a future, possible announcement. Addressed Mr. Smith's concerns and spoke about the Sally Port and the fences at the dog park. There is a rumor going around that they are moving the dog park and leaving it. Everyone knows his stance on it and that is leave that dog park alone and fix it up.

The **consensus** at the workshop about the dog park was that they were going to wait to hear from Mr. Forte, that it was still up in the air.

Commissioner Byrnes stated there was no definite, "we're not going to move it". They were waiting to hear from Mr. Forte about possible future funding and plans but they didn't say "no, don't move it and keep it where it is", they said, "let's fix it" but they weren't going to put a lot of money in there until they know whether they are keeping it there or if they're moving it. That's his understanding.

Commissioner Via stated Commissioner Byrnes, that's not what I said. What I said is, we're not saying we're "not moving it but we're not actively looking to move it at this point." Commissioner Via stated he thought that's where they stood and correct him if he's wrong because that's what Commissioner Byrnes is saying and if the Commissioners feel differently, he needs to know that.

Mayor Penny stated he understood that they were gathering information.

Commissioner Currie stated that's exactly what she understood.

Commissioner Byrnes stated and it was still a possibility.

Commissioner Currie stated Commissioner Via was against it but the other

Commissioners and the Mayor were seeking more information.

Commissioner Via stated, okay.

Mr. Forte stated there's not a scheduled time to move the dog park.

Mayor Penny stated he doesn't think anyone is actively pursuing that at this time. What he thinks they should actively pursue is reach out to the County, Ormond Beach and Daytona Beach and ask them to assist the city in funding it so that they can do some of these dreams that Commissioner Via might have. That's something that they should do.

Commissioner Via stated and that's where he thought they were in the conversation. Commissioner Via addressed Commissioner Byrnes' comment about reapply for their jobs. He is proud to have the opportunity to run for office again and none of the decisions he makes up here is because he's running for an election. He wants to make that clear.

Commissioner Byrnes stated he didn't mean it like that. He just meant he doesn't think it's what they should be doing. They should be doing it at the time the Charter is set.

Mayor Penny stated the Charter says that's the deadline. He doesn't think anyone is actively delaying their decisions based on the upcoming election.

Commissioner Via stated and he will tell them this, if something were to change...he declared in November 2017. If something were to change in that timeframe, he would pull out. His heart is in serving and he'll serve until the voters say get out.

D. Mayor's Comments

Mayor Penny stated that next month they will award the Positivity Award and it's his turn. Thanked the Commissioners for cooperating and their input and wonderful suggestions. Mayor Penny commented on a couple of things from the Public Comments that were made: it was his recollection that the fishing pier at the south end of town on Riverside Drive next to Marina Grande that was always designed as an "observation pier" and the fear was that if there were fish cleaning tables that it would be nasty and disgusting and so that's his understanding that's why there is no fish cleaning tables. He hears Mr. Smith's concerns about park usage and staff is doing some research on that and he believes they will have a workshop on that in the near future. He knows it's been workshopped with previous Commissions. The one thing he learned from being here is that government moves very slow and when citizens come and they're passionate, there's nothing more important to that citizen than their one concern. The Commission hears the citizens, they just don't have the ability to turn this battleship like a little jet ski. There's a million other little plates in the air and maybe if they had more open communication and more stopping by someone's office and have more one-on-one conversations, they might be able to resolve some of these issues. The Commissioners don't ignore people. Honestly, he doesn't know what's going on with the dog park. He doesn't know anything about Sally Port gates or anything like that but he's sure they can get staff to research that.

Mr. Forte stated there's no problems with Sally Ports.

Mayor Penny stated he has no knowledge of it.

Mr. Forte stated it's not a problem and that's what he said when they first had this discussion. There's no problem at the dog park that can't be resolved and he has received "no" complaints about the exchange of dogs as they enter in over there.

Mayor Penny stated, okay.

10. ADJOURNMENT

The meeting adjourned at approximately 8:10 PM.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • MAY 22, 2018

Large Conference Room

Budget Workshop

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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

2. FY 2017-2018 MID-YEAR BUDGET REVIEW

1.

FY 2017-2018 Mid Year Budget Review

(Requested by Valerie Manning, City Clerk)

John McKinney, Finance Director, showed a PowerPoint presentation to the Mayor and City Commissioners about the FY 2017-2018 Mid-Year Budget and discussed each slide with them. Mr. McKinney discussed the city's historical cost allocation, monthly budget report for FY2018 - discussed the month of March and its overview of all funds, proposed fund structure line items, and discussed the Stantec proposal for the FY2018 Water and Sewer Rate Study agreement, which includes a fixed fee in the amount of \$39,096 inclusive of out-of-pocket expenses. This study can be completed within 120 days upon the notice to proceed. Mr. McKinney informed the Commissioners that he will be bringing this proposal from Stantec to them for consideration. The following slides as presented to the Mayor and Commissioners:

Attachment: Workshop Minutes - May 22, 2018 - FY2018 Mid-Year Budget Review (2062 : Minutes)

Mid Year - General Construction Fund

- Vehicle Replacement Program – (\$120,000)
- Reroof of MCC1 – (\$57,000)
- Reroof of Fleet – (\$29,000)
- Ross Point Improvement (\$115,000)
- Hollyland North & South Buildings \$60,000
- Riverside Drive Canal Pedestrian Bridge (\$220,000)
- Sunrise Park (\$816,700)

Mid Year - General Construction Fund

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- Reroof of Fleet – (\$29,000)
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- Hollyland North & South Buildings \$60,000
- Riverside Drive Canal Pedestrian Bridge (\$220,000)
- Sunrise Park (\$816,700)

Internal Service Funds

Internal Service Funds are used to account for the financing of centralized services to City departments on a cost-reimbursement basis.

Request to create the following funds

501 – Information Technology

502 – Fleet

503 – Property & Casualty

504 – Employee Benefits

Cost Allocation Methodology

To achieve equity among our Tax Payers and Rate Payers, the cost overhead allocation process must be well designed. By using the following practices, all cities can ensure they fairly allocate costs:

- Develop and maintain allocation plans that specify how overhead costs will be allocated. Plans should be updated annually and should clearly state which overhead costs will be allocated, how the process will work, and the rationale for key decisions.
- Assess overhead charges only after the services are provided.
- Charge only for actual costs incurred. Estimates used for initial calculations should be reconciled against actual expenses at year-end.
- Maintain appropriate, thorough documentation to support the allocation process. This is especially important to ensure continuity when staff turnover occurs

Why have a Rate Study?

A rate study allows for rate design that is justifiable and equitable for user fees that are adequate to fully fund the expenses of the utility systems, equipment repair and replacement of capital.

- **Five Year Financial Analysis**
 - Governing boards of utility systems should have an overall understanding of the financial soundness of their system and a good understanding of what the system would look like financially over the next five years
- **Project Driven Rate Analysis**
 - Most major capital improvement project require funding and a rate study is often a part of the documentation required to secure the funding.
- **Cost of Service Analysis**
 - The cost of service analysis is designed to allocate and distribute cost in such a way that a rate can be set such that each class of customers will be paying their fair share.



3. **ADJOURNMENT**

The workshop adjourned at approximately 7:00 PM.

CITY OF HOLLY HILL, FL
WORKSHOP MINUTES
MAY 29, 2018
HOLLYLAND PARK / PICKLEBALL PROPOSAL

1. CALL TO ORDER

2. HOLLYLAND PARK DISCUSSION

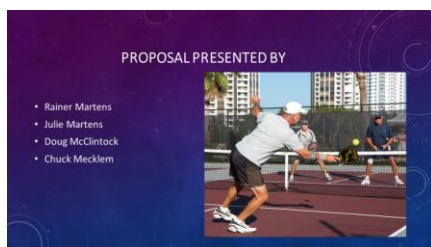
1) Hollyland Park Discussion

Mayor Penny welcomed everyone to the workshop and informed everyone for the records that all Commissioners were present, including staff, City Attorney Scott Simpson and the Pickleball presenters.

Mr. Forte stated asked for everyone to go around the table and introduce themselves. Present from the Pickleball Steering Committee were Chuck Mecklem, Doug McClintock, Rainer and Julie Martens. Staff present were City Planner Brian Walker, Economic Development Nick Conte, Facilities Supervisor Steve Juengst, Public Works Director Antoine Khoury, Finance Director John McKinney. Mr. Forte stated the reason these folks are here is because they are going to give everyone direction in which way they should go with this and depending on the direction they get, these folks are going to know what to do when they leave the workshop today.

Rainer Martens showed a PowerPoint presentation to the Mayor, City Commissioners, Attorney Simpson and staff as it pertained to a proposal presented to the city for the redevelopment of Hollyland Park. The following slides were discussed:

Redevelopment of Hollyland Park



PROPOSED FOCUS OF THE PARK

- Adults, with a special emphasis on seniors



FEATURES OF THE PARK

- Pickleball Plaza
- Senior Center
- Community Gardens
- Walking/Jogging track
- Pavillion for picnics, exercise, other events

WHAT IS PICKLEBALL?



ABOUT PICKLEBALL

- Played as singles or doubles
- Played by young and old
- Less physical than tennis
- It's easy to learn but challenging to master
- Safe, healthy exercise
- Encourages social interaction
- IT'S FUN



WHO PLAYS PICKLEBALL?

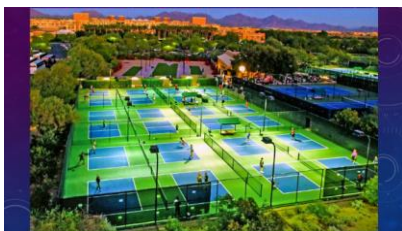
- ❑ Three million players
- ❑ Growth rate is 12% per year
- ❑ 17,000 courts in the U.S.; 300 new courts per month
- ❑ Predominantly played by seniors
- ❑ Popular in physical education classes

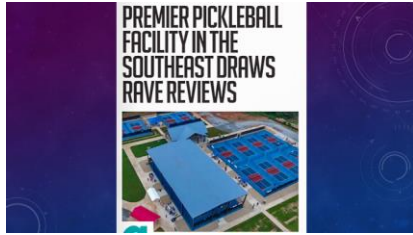
OUR PROPOSAL

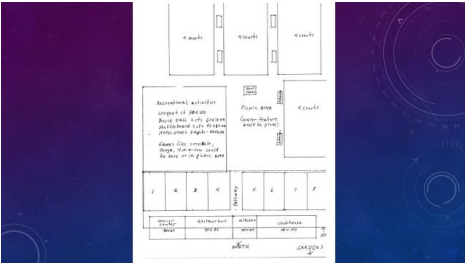
- We want to make Hollyland Park one of the finest pickleball facilities in the country for the benefit of Holly Hill citizens and the greater Daytona area

PICKLEBALL PLAZA FEATURES

- 24 courts
- 8 covered, 16 uncovered
- Clubhouse
- The Kitchen (restaurant)







FUNDING THE PLAZA



Pickleball Daytona, from a contribution by the Martens's, will provide \$3 million.

The City of Holly Hill is asked to provide \$1 million.

THE PARTNERSHIP TERMS

- The City of Holly Hill will own the facility with Pickleball Daytona having a 50-year lease to use the facility for a fee of \$1 per year.

OPERATION OF THE FACILITY

Pickleball Daytona will manage the facility paying most of the expenses (estimated to be \$300,000 per year). The City of Holly Hill is asked to pay for maintenance of the park and the utilities (estimated to be \$60,000).

PROFITS

Any profits resulting from the operation of the Plaza will be reinvested in the facilities and programs of the Plaza and Park.



BENEFITS



- Economic impact estimated to be \$4,320,000
- Incalculable health benefits to participants
- Psychological and social benefits
- Community pride

TIME IS OF THE ESSENCE



Decision about proposal by
June 30, 2018

TIME IS OF THE ESSENCE



Opening of the Pickleball
Plaza by
December 31, 2019

Pickleball Plaza Facility Development Budget

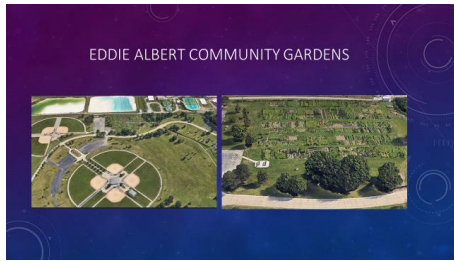
Site development, road, parking	\$1,000,000
Building (40 x 240, 1 story, upper deck)	\$1,800,000
24 courts (fencing, lights, observation)	\$480,000
Roof over 8 courts	\$300,000
Kitchen (appliances, supplies)	\$100,000
Bar/restaurant tables, seating	\$50,000
Locker rooms, hot tub	\$30,000
Office furniture (4)	\$10,000
Communications equipment	\$10,000
Spectator viewing facilities	\$25,000
Outside seating (24 chs x 6 chairs@\$25)	\$3,600
Total	\$3,798,000

MEMBERSHIP FEES

Type of Membership	Paid Annually	Paid Monthly
Family	\$540 (\$45/mo)	\$50
Individual	\$360 (\$30/mo)	\$35
Student	\$180 (\$15/mo)	\$20
Social club membership	\$180 (\$15/mo)	\$20
Daily guest fee \$10		

COMMUNITY GARDENS



There was **consensus** from the Mayor and City Commissioners for staff to gather more information about Hollyland Park and move forward, research deed restrictions for the park, and ECHO grant information that was given to the park in previous years. Mr. Forte also recommended to the Mayor and Commissioners, to help expedite it, would be that the city does the land lease and turns the development over to the Lessee so that they do the design work, the engineering, the bidding so that the city doesn't have to do it under the government process. If the city has to do it, staff has to put it out on the streets for consulting engineers, go out for bidding, go out for contractors and if the city turns it over to a private organization, they can do it under their standards. Mr. Forte stated he will work with the Finance Director over the numbers and over the next couple of weeks, he will have an update for them at a City Commission meeting and then maybe by the end of the month they can have something.

3. ADJOURNMENT

The workshop adjourned at approximately 5:00 PM.



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

**City Commission
Resolution**

MEETING DATE: June 12, 2018
FROM: Antoine Khoury
SUBJECT: Resolution 2018-R-32 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into Grant Agreement #H0083 with the Florida Division of Emergency Management; Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 2057)
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill has qualified for a \$12,225 grant through the Federal Emergency Management Agency's Hazard Mitigation Grant Program for engineering and design of drainage improvements on Tuscaloosa Avenue from 50' south of 15th Street through Flomich Street. This grant will be administered through the State of Florida Division of Emergency Management agreement # H0083.

Upon completion of Phase I, design and engineering plans will be submitted to FEMA and FDEM for consideration of an additional \$137,775 of grant funding for the construction phase. The construction, if approved, is anticipated to specify the addition of 800 feet of 15" drainage pipe with affiliated inlets, utility adjustments and restoration. This project is anticipated to mitigate the duration of flooding in the streets and yards of the neighborhood.

FISCAL ANALYSIS:

This grant is a cost reimbursement grant. As such, the City will need to cover the full amount of design/engineering and permitting for the project, estimated to be \$16,300 until such time that reimbursement is received. Reimbursement will be given for 75% of the project cost for an anticipated \$12,225. The City will be responsible for the remaining 25% of the project cost for an anticipated \$4,075.

These costs are being proposed for the 2018-2019 budget.

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-32, AUTHORIZING THE CITY MANAGER TO ENTER INTO GRANT AGREEMENT #H0083 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT.

ATTACHMENTS:

- 4283-81-R Contract (PDF)

Resolution No. (ID # 2057)**RESOLUTION 2018-R-32 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO GRANT AGREEMENT #H0083 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.****RESOLUTION 2018-R-32**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO GRANT AGREEMENT #H0083 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill has qualified for a \$12,225 grant through the Federal Emergency Management Agency's Hazard Mitigation Grant Program for engineering and design of drainage improvements on Tuscaloosa Avenue from 50' south of 15th Street through Flomich Street; and

WHEREAS, the construction, if approved, is anticipated to specify the addition of 800 feet of 15" drainage pipe with affiliated inlets, utility adjustments and restoration. This project is anticipated to mitigate the duration of flooding in the streets and yards of the neighborhood; and

WHEREAS, this grant is a cost reimbursement grant. As such, the City will need to cover the full amount of design/engineering and permitting for the project, estimated to be \$16,300 until such time that reimbursement is received. Reimbursement will be given for 75% of the project cost for an anticipated \$12,225. The City will be responsible for the remaining 25% of the project cost for an anticipated \$4,075.

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 #H0083 with the Florida Division of Emergency Management.

SECTION 2. 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 3. EFFECTIVE DATE. This Resolution shall take effect

immediately upon its adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 12th day of JUNE, 2018.

Agreement Number: 4283-81-R

Project Number: H0083

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>59-6000337</u>
Federal Award Identification Number (FAIN):	<u>FEMA-DR-4283- FL</u>
Federal Award Date:	<u>April 12, 2018</u>
Subaward Period of Performance Start and End Date:	<u>Upon Execution thru April 30, 2019</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$12,225.00</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$12,225.00</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$12,225.00</u>
Federal award project description (see FFATA):	<u>City of Holly Hill – Drainage 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>Renee.singh@em.myflorida.com</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.039 Hazard Mitigation Grant Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

Attachment: 4283-81-R Contract (2057 : Tuscaloosa Avenue Drainage Grant)

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 subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

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

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

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

(2) LAWS, RULES, REGULATIONS AND POLICIES

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

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

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

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

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

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

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

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 B. 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
 Division of Emergency Management
 Bureau of Mitigation
 2702 Directors Row
 Orlando, Florida 32809-5631
 Telephone: (850) 815-4578
 Email: 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
 City of Holly Hill
 1065 Ridgewood Avenue
 Holly Hill, Florida 32117
 Telephone: (386) 248-9463
 Email: [sjengst@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 **April 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 **\$12,225.00.**
- 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 Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) fiscal years from the date of

completion of grant cycle or project. The following are the only exceptions to the five (5) year requirement:

- i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.
- iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.
- v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
- d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.
- e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.
- 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

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

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 F.

(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 if:

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

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

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

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

(16) REMEDIES.

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

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

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

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

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

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

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

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

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

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

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

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

(17)TERMINATION.

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 day's 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. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.
 - j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.
 - 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
 - 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 (12) of this Agreement.

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

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement 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 (22) f. ii. of this certification; and,

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

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

h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment 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.

I. 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 (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.
- d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION.

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

(26)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

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 i. through v. of this subparagraph.

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

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

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

(33) ASSURANCES.

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment 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: Michael Kennett, Deputy Director

Date: _____

EXHIBIT – 1

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

Federal Program

Federal agency: Federal Emergency Management Agency: Hazard Mitigation Grant

Catalog of Federal Domestic Assistance title and number: 97.039

Award amount: \$ 12,225.00

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
- 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, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, 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:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - 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 be 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 improve drainage on Tuscaloosa Avenue in the City of Holly Hill, Florida; funded through the Hazard Mitigation Grant Program (HMGP) **DR-4283-81-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**, shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Sub-Recipient shall complete the Phase I 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 project starts approximately 50 feet south of intersection of Tuscaloosa Avenue and 15th Street, continues along west side of Tuscaloosa Avenue to the north, in the City of Holly Hill, Florida 32117; The project ends approximately 50 feet east of intersection of Tuscaloosa Avenue and Flomich Street.

Phase I shall include but is not limited to surveying, engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval.

The scope of work for Phase II includes the installation of the type C inlets and drainage pipe along both sides of Tuscaloosa Street, and tied into existing infrastructure. The project includes driveway, pavement, sewer and water service lines restoration following the work completion.

The completed project shall provide protection against a 100-year storm event.

Project Location-GPS Coordinates:

Beginning (29.249599, -81.051803)
Ending (29.252851, -81.053601)

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 Phase I 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 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 Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

Phase I consists of fees; for conducting survey, drainage study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the drainage. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

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

- a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies;
- b) Construction Plans and bid documents;
- c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project;
- d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
- e) Color maps including topographical, aerial, and ground disturbance.
- f) Color photographs of the project area and areas of ground disturbance.
- g) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.
- h) Copy of the Florida Department of Transportation (FDOT) permit or No Permit Required notification, if applicable.
- i) Letter from the Floodplain manager verifying the project is in compliance with local floodplain ordinances/regulations.
- j) Any other documentation requested by the Division, not limited to Project conditions and requirements 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.

Direct Expenses: 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 Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) 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 Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Phase I activities, which includes but is not limited to surveying, engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval, to implement drainage improvements of Tuscaloosa Avenue.

The designed project shall provide protection against a 100-year storm event.

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 Engineering plans that clearly shows the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.
- 2) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
- 3) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that is being damaged and FEMA Special Flood Hazard Areas on the same plan.
- 4) Submit a refined cost estimate, to include Phase I Fees and Phase II Construction materials and Labor.

D) Environmental:

- 1) Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- 2) Acceptance of federal funding requires the Sub-Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 3) Consultation with the Floodplain manager is required to ensure the project is in compliance with local floodplain ordinances/regulations.
- 4) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.
 - a) Florida Department of Transportation (FDOT): If any onsite/offsite improvements associated with proposed project activities, that impact FDOT right-of-way shall require the appropriate FDOT permit(s). FDOT Permit Coordinator shall be contacted once finalized plans are available.
 - b) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WDM) shall be submitted. Any conditions for compliance shall be included in the final design plans, narrative, and project implementation actions.
- 5) Historical Preservation compliance documents shall be obtained. Review documentation required:
 - a) Color maps including topographical and aerial with the project location clearly marked

- b) Color photographs of any area with ground disturbance (electronic)
- c) Indicate if project site is located within a designated historic district or historic neighborhood.
- 6) Tribal Consultation shall be required for proposed ground disturbing activities. Following documents shall be required and submitted as part of deliverables:
 - a) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas;
 - b) Previous and current use of proposed project area;
 - c) Any known site work or historic uses for the proposed location;
 - d) Any available studies that may have taken place on the property.
- 7) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.
- 8) No construction work may begin until Phase II is approved by the Division and FEMA.

E. Programmatic:

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) 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.
- 3) 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.
- 4) Phase I – Design of this 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 before Phase II – Construction is considered.
- 5) 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.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) 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 **4283-81- R**, is funded under HMGP-4283-DR-FL.

FEMA awarded this project on April 12, 2018; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **April 30, 2019**.

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

Phase I –

Design, Engineering, Permitting and Survey:	12 Months
Total Period of Performance:	12 Months

Budget

Line Item Budget*

Phase I	Project Costs	Federal Share	Local Share
Fees: Design, Permits, Survey	\$16,300.00	\$12,225.00	\$4,075.00
Total Phase I Cost:	\$16,300.00	\$12,225.00	\$4,075.00

**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:	\$12,225.00	(75%)
Local Share:	\$4,075.00	(25%)
Total Project Cost:	\$16,300.00	(100.0%)

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.

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) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (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) 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/government/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 effect 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: City of Holly Hill

REMIT ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PROJECT TYPE: Drainage Project PROJECT #: 4283-81-RPROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0083

APPROVED BUDGET: _____ FEDERAL SHARE: _____ MATCH: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ To _____ Payment #: _____

Eligible Amount 100% (Current Request)	Obligated Federal Amount ____%	Obligated Non- Federal ____%	Division 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 / TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL	\$ _____
ADMINISTRATIVE COST	\$ _____
APPROVED FOR PAYMENT	\$ _____
GOVERNOR'S AUTHORIZED REPRESENTATIVE DATE	

Attachment: 4283-81-R Contract (2057 : Tuscaloosa Avenue Drainage Grant)

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

SUB-RECIPIENT: City of Holly Hill PAYMENT #: _____
 PROJECT TYPE: Drainage Project PROJECT #: 4283-81-R
 PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0083

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
9					
This payment represents <u> % </u> completion of the project. TOTAL					

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment: 4283-81-R Contract (2057 : Tuscaloosa Avenue Drainage Grant)

**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.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for 90 days.

Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

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

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period 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.

Attachment F

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

Instructions: Complete and submit this form to the appropriate Project Manager within 15 days of each quarter's end date.

SUB-RECIPIENT: City of Holly Hill PROJECT #: 4283-81-R
 PROJECT TYPE: Drainage Project CONTRACT #: H0083
 PROGRAM: Hazard Mitigation Grant Program QUARTER ENDING: _____

Advance Payment Information:

Advance Received ☐ N/A ☐ Amount: \$ _____ Advance Settled? Yes ☐ No ☐

Provide reimbursement **Projections** for this project (*projections may change*):

Jul-Sep 20 \$ _____ Oct-Dec 20 \$ _____ Jan-Mar 20 \$ _____ Apr-Jun 20 \$ _____

Target Dates:

Contract Initiation Date: _____ Contract Expiration Date: _____

Estimated Project Completion Date: _____

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, please describe under **Issues** below*)

Percentage of Work Completed (*may be confirmed by state inspectors*): _____ %

Describe **Milestones** achieved during this quarter:

Provide a **Schedule** for the remainder of work to project completion: (*Milestones from Contract with estimated dates*)

<u>Milestone</u>	<u>Date</u>

Describe **Issues** or circumstances affecting completion date, milestones, scope of work, and/or 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(s), 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 sub grant award.

Person Completing Form: _____

Phone: _____

~ To be completed by Division staff ~

Date Reviewed: _____ Reviewer: _____

Actions: _____

Attachment: 4283-81-R Contract (2057 : Tuscaloosa Avenue Drainage Grant)

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**

Subcontractor 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 subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

City of Holly Hill
Sub-Recipient's Name

H0083
DEM Contract Number

4283-81-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 #: 4283-81-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$12,225.00

OBLIGATION/ACTION DATE: April 12, 2018

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 project starts approximately 50 feet south of intersection of Tuscaloosa Street and 15th Street, continues along west side of Tuscaloosa Street to the north, in the City of Holly Hill, Florida 32117; The project ends approximately 50 feet east of intersection of Tuscaloosa Street and Flomich Street.

This is a review for Phase I approval, which includes but is not limited to surveying, engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval.

The scope of work for Phase II includes the installation of the type C inlets and drainage pipe along both sides of Tuscaloosa Street, and tied into existing infrastructure. The project includes driveway, pavement, sewer and water service lines restoration following the work completion.

The completed project shall provide protection against a 100-year storm event.

Project Location-GPS Coordinates:

Beginning (29.249599, -81.051803)

Ending (29.252851, -81.053601)

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

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

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

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 subcontract 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

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 §200.468 Specialized service facilities of this Part.

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

MEETING DATE: June 12, 2018
FROM: Antoine Khoury
SUBJECT: Resolution 2018-R-33 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into Grant Agreement #H0084 with the Florida Division of Emergency Management; Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 2055)
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill has qualified for a \$75,821 grant through the Federal Emergency Management Agency's Hazard Mitigation Grant Program for engineering and design of drainage improvements on Cordova Avenue and Ridge Avenue. This grant will be administered through the State of Florida Division of Emergency Management agreement # H0084.

Upon completion of Phase I, design and engineering plans will be submitted to FEMA and FDEM for consideration of an additional \$983,685 of grant funding for the construction phase. The construction, if approved, is anticipated to specify the addition of 5,700 feet of exfiltration trenches, affiliated inlets and restoration. This project is anticipated to both treat stormwater and mitigate flooding in the areas of Ridge Avenue, Cordova Avenue and areas to the east.

FISCAL ANALYSIS:

This grant is a cost reimbursement grant. As such, the City will need to cover the full amount of design/engineering and permitting for the project, estimated to be \$101,094, until such time that reimbursement is received. Reimbursement will be given for 75% of the project cost for an anticipated \$75,821. The City will be responsible for the remaining 25% of the project cost for an anticipated \$25,273.

These costs are being proposed for the 2018-2019 budget.

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-33, AUTHORIZING THE CITY MANAGER TO ENTER INTO GRANT AGREEMENT #H0084 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT.

ATTACHMENTS:

- 4283-80-R Contract (PDF)

Resolution No. (ID # 2055)**RESOLUTION 2018-R-33 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO GRANT AGREEMENT #H0084 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.****RESOLUTION 2018-R-33**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO GRANT AGREEMENT #H0084 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill has qualified for a \$75,821 grant to develop a design/engineering plan to add drainage infrastructure on Cordova and Ridge Avenue; and

WHEREAS, additional drainage infrastructure is anticipated to treat stormwater and mitigate flooding concerns along Ridge Avenue, Cordova Avenue and areas to the east; and

WHEREAS, this grant requires the City to match the anticipated award of \$75,821 with \$25,273 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 #H0084 with the Florida Division of Emergency Management.

SECTION 2. 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 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 12th day of JUNE, 2018.

Agreement Number: H0084

Project Number: 4283-80-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>59-6000337</u>
Federal Award Identification Number (FAIN):	<u>FEMA-DR-4283- FL</u>
Federal Award Date:	<u>April 12, 2018</u>
Subaward Period of Performance Start and End Date:	<u>Upon Execution thru April 30, 2019</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$75,821.00</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$75,821.00</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$75,821.00</u>
Federal award project description (see FFATA):	<u>City of Holly Hill – Drainage 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>Renee.singh@em.myflorida.com</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.039 Hazard Mitigation Grant Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

Attachment: 4283-80-R Contract (2055 : Cordova and Ridge Avenue Drainage Grant)

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 subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

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

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

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

(2) LAWS, RULES, REGULATIONS AND POLICIES

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

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

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

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

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

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

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

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 B. 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
 Division of Emergency Management
 Bureau of Mitigation
 2702 Directors Row
 Orlando, Florida 32809-5631
 Telephone: (850) 815-4578
 Email: 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
 City of Holly Hill
 1065 Ridgewood Avenue
 Holly Hill, Florida 32117
 Telephone: (386) 248-9463
 Email: [sjengst@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 **April 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 **\$75,821.00.**
- 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 Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) fiscal years from the date of

completion of grant cycle or project. The following are the only exceptions to the five (5) year requirement:

- i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.
- iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.
- v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
- d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.
- e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.
- 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

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

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 F.

(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 if:

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

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

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

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

(16) REMEDIES.

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

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

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

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

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

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

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

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

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

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

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

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

(17)TERMINATION.

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 day's 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. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.
 - j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.
 - 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
 - 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 (12) of this Agreement.

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

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement 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 (22) f. ii. of this certification; and,

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

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

h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment 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.

I. 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 (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.
- d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION.

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

(26)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

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 i. through v. of this subparagraph.

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

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

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

(33) ASSURANCES.

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment 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: Michael Kennett, Deputy Director

Date: _____

Attachment: 4283-80-R Contract (2055 : Cordova and Ridge Avenue Drainage Grant)

EXHIBIT – 1

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

Federal Program

Federal agency: Federal Emergency Management Agency: Hazard Mitigation Grant

Catalog of Federal Domestic Assistance title and number: 97.039

Award amount: \$75,821.00

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
- 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, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, 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:

1. Sub-Recipient is to use funding to perform the following eligible activities:

- 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 be 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 improve drainage on Cordova and Ridge Avenue in Holly Hill, Florida; funded through the Hazard Mitigation Grant Program (HMGP) **DR-4283-80-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, shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Sub-Recipient shall complete the Phase I 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 drainage improvements in the City of Holly Hill, Florida 32117. Specifically, the project is located along Cordova Avenue and Ridge Avenue, starting about 400 feet southeast of the intersection with Plaza Grande Avenue and ending at the intersection with 15th Street.

Phase I includes but is not limited to surveying, engineering, design, plan preparation, permitting and bidding for the proposed project. No construction activities for this project have been approved.

The Phase II scope of work shall include construction of the proposed project and execution of all activities; no construction activities for this project have been approved.

The completed project shall provide protection against a 100-year storm event.

Project Location-GPS Coordinates:

Cordova Start (29.253336, -81.042928) Ending (29.261078, -81.046730)

Ridge Start (29.252938, -81.043963) Ending (29.260711, -81.047917)

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 Phase I 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 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 Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

Phase I consists of fees; for conducting survey, drainage study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the drainage. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

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

- a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies;
 - b) Construction Plans and bid documents;
 - c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project;
 - d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
 - e) Color maps including topographical, aerial, and ground disturbance.
 - f) Color photographs of the project area and areas of ground disturbance.
 - g) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.
 - h) Copy of the Florida Department of Transportation (FDOT) permit or No Permit Required notification, if applicable.
 - i) Any other documentation requested by the Division, not limited to Project conditions and requirements 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.

Direct Expenses: 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 Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) 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 Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Phase I activities, which includes but it is not limited to engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval, and to implement measures to improve the drainage of Cordova and Ridge Avenue in City of Holly Hill, Florida

The designed project shall provide protection against a 100-year storm event.

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 Engineering plans that clearly shows the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.
- 2) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
- 3) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that is being damaged and FEMA Special Flood Hazard Areas on the same plan.
- 4) Submit a refined cost estimate, to include Phase I Fees and Phase II Construction materials and Labor.

D) Environmental:

- 1) Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- 2) Acceptance of federal funding requires the Sub-Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 3) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.
 - a) Florida Department of Transportation (FDOT): If any onsite/offsite improvements associated with proposed project activities, that impact FDOT right-of-way shall require the appropriate FDOT permit(s). FDOT Permit Coordinator shall be contacted once finalized plans are available.
 - b) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WDM) shall be submitted. Any conditions for compliance shall be included in the final design plans, narrative, and project implementation actions.
- 4) Historical Preservation compliance documents shall be obtained. Review documentation required:
 - a) Color maps including topographical and aerial with the project location clearly marked
 - b) Color photographs of any area with ground disturbance (electronic)
 - c) Indicate if project site is located within a designated historic district or historic neighborhood.
- 5) Tribal Consultation shall be required for proposed ground disturbing activities. Following documents shall be required and submitted as part of deliverables:
 - a) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas;
 - b) Previous and current use of proposed project area;

- c) Any known site work or historic uses for the proposed location;
- d) Any available studies that may have taken place on the property.
- 6) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.
- 7) No construction work may begin until Phase II is approved by the Division and FEMA.

E. Programmatic:

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) 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.
- 3) 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.
- 4) Phase I – Design of this 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 before Phase II – Construction is considered.
- 5) 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.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) 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 4283-80-R, is funded under HMGP-4283-DR-FL.

FEMA awarded this project on April 12, 2018; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on April 30, 2019.

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**Phase I –**

Design, Engineering, Permitting and Survey:	12 Months
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Total Period of Performance:	12 Months
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Budget**Line Item Budget***

Phase I	Project Costs	Federal Share	Local Share
Fees: Design, Permits, Survey	\$101,094.00	\$75,821.00	\$25,273.00
Total Phase I Cost:	\$101,094.00	\$75,821.00	\$25,273.00

**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:	\$75,821.00	(75%)
Local Share:	\$25,273.00	(25%)
Total Project Cost:	\$101,094.00	(100.0%)

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.

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) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (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) 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/government/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 effect 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: City of Holly Hill

REMIT ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PROJECT TYPE: Drainage Improvement Project PROJECT #: 4283-80-RPROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0084

APPROVED BUDGET: _____ FEDERAL SHARE: _____ MATCH: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ To _____ Payment #: _____

Eligible Amount 100% (Current Request)	Obligated Federal Amount ____%	Obligated Non- Federal ____%	Division 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 / TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL	\$ _____
ADMINISTRATIVE COST	\$ _____
APPROVED FOR PAYMENT	\$ _____
GOVERNOR'S AUTHORIZED REPRESENTATIVE DATE	

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

SUB-RECIPIENT: City of Holly Hill PAYMENT #: _____
 PROJECT TYPE: Drainage Improvement Project PROJECT #: 4283-80-R
 PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0084

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
9					
This payment represents % completion of the project.					TOTAL

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment: 4283-80-R Contract (2055 : Cordova and Ridge Avenue Drainage Grant)

**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.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for 90 days.

Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

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

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period 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.

Attachment F

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

Instructions: Complete and submit this form to the appropriate Project Manager within 15 days of each quarter's end date.

SUB-RECIPIENT: City of Holly Hill PROJECT #: 4283-80-R
 PROJECT TYPE: Drainage Improvement Project CONTRACT #: H0084
 PROGRAM: Hazard Mitigation Grant Program QUARTER ENDING: _____

Advance Payment Information:

Advance Received ☐ N/A ☐ Amount: \$ _____ Advance Settled? Yes ☐ No ☐

Provide reimbursement **Projections** for this project (*projections may change*):

Jul-Sep 20 \$ Oct-Dec 20 \$ Jan-Mar 20 \$ Apr-Jun 20 \$

Target Dates:

Contract Initiation Date: _____ Contract Expiration Date: _____

Estimated Project Completion Date: _____

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, please describe under **Issues** below*)

Percentage of Work Completed (*may be confirmed by state inspectors*): %

Describe **Milestones** achieved during this quarter:

Provide a **Schedule** for the remainder of work to project completion: (*Milestones from Contract with estimated dates*)

<u>Milestone</u>	<u>Date</u>

Describe **Issues** or circumstances affecting completion date, milestones, scope of work, and/or 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(s), 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 sub grant award.

Person Completing Form: _____

Phone: _____

~ To be completed by Division staff ~

Date Reviewed: _____ Reviewer: _____

Actions: _____

Attachment: 4283-80-R Contract (2055 : Cordova and Ridge Avenue Drainage Grant)

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**

Subcontractor 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 subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

City of Holly Hill
Sub-Recipient's Name

H0084
DEM Contract Number

4283-80-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 #: 4283-80-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$75,821.00

OBLIGATION/ACTION DATE: April 12, 2018

SUBAWARD DATE (if applicable): _____

DUNS#: 132869686

DUNS# +4: _____

Attachment: 4283-80-R Contract (2055 : Cordova and Ridge Avenue Drainage Grant)

*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 drainage improvements in the City of Holly Hill, Florida 32117. Specifically, the project is located along Cordova Avenue and Ridge Avenue, starting about 400 feet southeast the intersection with Plaza Grande Avenue and ending at the intersection with 15th Street.

Phase I includes but is not limited to surveying, engineering, design, plan preparations, permitting and bidding for the proposed project. No construction activities for this project have been approved.

The Phase II scope of work shall include construction of the proposed project and execution of all activities; no construction activities for this project have been approved.

The completed project shall provide protection against a 100-year storm event.

Project Location-GPS Coordinates:

Cordova Start (29.253336, -81.042928) Ending (29.261078, -81.046730)

Ridge Start (29.252938, -81.043963) Ending (29.260711, -81.047917)

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.

Attachment: 4283-80-R Contract (2055 : Cordova and Ridge Avenue Drainage Grant)

EXECUTIVE COMPENSATION INFORMATION:

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

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

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

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 subcontractor 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

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 §200.468 Specialized service facilities of this Part.

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

MEETING DATE: June 12, 2018
FROM: Antoine Khoury
SUBJECT: Resolution 2018-R-34 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter to Grant Agreement #H0085 with the Florida Division of Emergency Management; Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 2056)
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill has qualified for a \$21,112.50 grant through the Federal Emergency Management Agency's Hazard Mitigation Grant Program for engineering and design of drainage improvements on Espanola Avenue between Aragon Street and Flomich Street. This grant will be administered through the State of Florida Division of Emergency Management agreement #H0085.

Upon completion of Phase I, design and engineering plans will be submitted to FEMA and FDEM for consideration of an additional \$226,387.50 of grant funding for the construction phase. The construction, if approved, is anticipated to specify the addition of 2,250 feet of 15" drainage pipe, affiliated inlets, utility adjustments and restoration. This project is anticipated to mitigate the duration of flooding in the streets and yards of the neighborhood.

FISCAL ANALYSIS:

This grant is a cost reimbursement grant. As such, the City will need to cover the full amount of design/engineering and permitting for the project, estimated to be \$28,150 until such time that reimbursement is received. Reimbursement will be given for 75% of the project cost for an anticipated \$21,112.50. The City will be responsible for the remaining 25% of the project cost for an anticipated \$7,037.50.

These costs are being proposed for the 2018-2019 budget.

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-34, AUTHORIZING THE CITY MANAGER TO ENTER INTO GRANT AGREEMENT #H0085 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT.

ATTACHMENTS:

- 4283-79-R Contract (PDF)

Resolution No. (ID # 2056)**RESOLUTION 2018-R-34 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER TO GRANT AGREEMENT #H0085 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.****RESOLUTION 2018-R-34**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO GRANT AGREEMENT #H0085 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill has qualified for a \$21,112.50 grant to develop a design/engineering plan to add drainage infrastructure on Espanola Avenue between Aragon Street and Flomich Street; and

WHEREAS, additional drainage infrastructure is anticipated to mitigate flooding concerns along Espanola Avenue; and

WHEREAS, this grant requires the City to match the anticipated award of \$21,112.50 with \$7,037.50 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 #H0085 with the Florida Division of Emergency Management.

SECTION 2. 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 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 12th day of JUNE, 2018.

Agreement Number: 4283-79-R

Project Number: H0085

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>59-6000337</u>
Federal Award Identification Number (FAIN):	<u>FEMA-DR-4283- FL</u>
Federal Award Date:	<u>April 12, 2018</u>
Subaward Period of Performance Start and End Date:	<u>Upon Execution thru April 30, 2019</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$21,112.50</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$21,112.50</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$21,112.50</u>
Federal award project description (see FFATA):	<u>City of Holly Hills – Drainage 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>Renee.singh@em.myflorida.com</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.039 Hazard Mitigation Grant Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

Attachment: 4283-79-R Contract (2056 : Espanola Avenue Drainage Grant)

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 subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

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

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

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

(2) LAWS, RULES, REGULATIONS AND POLICIES

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

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

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

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

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

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

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

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 B. 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
 Division of Emergency Management
 Bureau of Mitigation
 2702 Directors Row
 Orlando, Florida 32809-5631
 Telephone: (850) 815-4578
 Email: 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
 City of Holly Hill
 1065 Ridgewood Avenue
 Holly Hill, Florida 32117
 Telephone: (386) 248-9463
 Email: [sjengst@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 **April 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 **\$21,112.50**.
- 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 Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) fiscal years from the date of

completion of grant cycle or project. The following are the only exceptions to the five (5) year requirement:

- i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.
- iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.
- v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
- d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.
- e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.
- 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

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

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 F.

(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 if:

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

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

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

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

(16) REMEDIES.

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

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

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

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

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

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

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

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

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

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

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

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

(17)TERMINATION.

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 day's 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. “[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.
 - j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.
 - 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
 - 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 (12) of this Agreement.

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

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement 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 (22) f. ii. of this certification; and,

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

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

h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment 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.

I. 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 (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.
- d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION.

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

(26)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

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 i. through v. of this subparagraph.

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

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

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

(33)ASSURANCES.

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment 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: Michael Kennett, Deputy Director

Date: _____

Attachment: 4283-79-R Contract (2056 : Espanola Avenue Drainage Grant)

EXHIBIT – 1

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

Federal Program

Federal agency: Federal Emergency Management Agency: Hazard Mitigation Grant

Catalog of Federal Domestic Assistance title and number: 97.039

Award amount: \$21,113.00

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
- 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, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, 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:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - 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 be 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 improve drainage on Espanola Avenue, in City of Holly Hill, Florida; funded through the Hazard Mitigation Grant Program (HMGP) **DR-4283-79-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 shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Sub-Recipient shall complete the Phase I 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 project starts approximately 100 feet southwest of intersection of Aragon Street and Espanola Avenue and continues along west side of Espanola Avenue south and ends approximately 50 feet north of the intersection of Espanola Avenue and Flomich Street in the City of Holly Hill, Florida 32117.

Phase I shall include but is not limited to surveying, engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval. When completed, the applicant will need to provide necessary information for Phase II review. No construction activities for this project have been approved.

The Phase II scope of work shall include the installation of the type C inlets on west side of Espanola Avenue and drainage pipe along west side of the road, and tied into existing infrastructure on the east side of State Avenue. The project includes driveway, pavement, sewer and water service lines restoration following the work completion.

The completed project shall provide protection against a 100-year storm event.

Project Location GPS Coordinates

Latitude 29.255151, Longitude -81.047778

Latitude 29.259829, Longitude -81.051502

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 Phase I 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 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 Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

Phase I consists of fees; for conducting survey, drainage study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the drainage. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

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

- a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies;
- b) Construction Plans and bid documents;
- c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project;
- d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
- e) Color maps including topographical, aerial, and ground disturbance.
- f) Color photographs of the project area and areas of ground disturbance.
- g) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.
- h) Copy of the Florida Department of Transportation (FDOT) permit or No Permit Required notification, if applicable.
- i) Letter from the Floodplain manager verifying the project is in compliance with local floodplain ordinances/regulations.

- j) Any other documentation requested by the Division, not limited to Project conditions and requirements 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.

Direct Expenses: 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 Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) 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 Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Phase I activities, which includes engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval, and to implement measures to improve the drainage of Espanola Street in City of Holly Hill, Florida.

The designed project shall provide protection against a 100-year storm event.

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 Engineering plans that clearly shows the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.
- 2) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
- 3) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that is being damaged and FEMA Special Flood Hazard Areas on the same plan.
- 4) Submit a refined cost estimate, to include Phase I Fees and Phase II Construction materials and Labor.

D) Environmental:

- 1) Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- 2) Acceptance of federal funding requires the Sub-Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 3) Consultation with the Floodplain manager is required to ensure the project is in compliance with local floodplain ordinances/regulations.
- 4) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.
 - a) Florida Department of Transportation (FDOT): If any onsite/offsite improvements associated with proposed project activities, that impact FDOT right-of-way shall require the appropriate FDOT permit(s). FDOT Permit Coordinator shall be contacted once finalized plans are available.
 - b) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WDM) shall be submitted. Any conditions for compliance shall be included in the final design plans, narrative, and project implementation actions.
- 5) Historical Preservation compliance documents shall be obtained. Review documentation required:
 - a) Color maps including topographical and aerial with the project location clearly marked
 - b) Color photographs of any area with ground disturbance (electronic)

- c) Indicate if project site is located within a designated historic district or historic neighborhood.
- 6) Tribal Consultation shall be required for proposed ground disturbing activities. Following documents shall be required and submitted as part of deliverables:
 - a) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas;
 - b) Previous and current use of proposed project area;
 - c) Any known site work or historic uses for the proposed location;
 - d) Any available studies that may have taken place on the property.
- 7) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.
- 8) No construction work may begin until Phase II is approved by the Division and FEMA.

E. Programmatic:

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) 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.
- 3) 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.
- 4) Phase I – Design of this 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 before Phase II – Construction is considered.
- 5) 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.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) 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 **4283-79-R**, is funded under HMGP-4283-DR-FL.

FEMA awarded this project on **April 12, 2018**; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **April 30, 2019**.

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

Phase I –

Design, Engineering, Permitting and Survey:	12 Months
Total Period of Performance:	12 Months

Budget

Line Item Budget*

Phase I	Project Costs	Federal Share	Local Share
Fees: Design, Permits, Survey	\$28,150.00	\$21,113.00	\$7,037.00
Total Phase I Cost:	\$28,150.00	\$21,113.00	\$7,037.00

**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:	\$21,113.00	(75.0%)
Local Share:	\$7,037.00	(25.0%)
Total Project Cost:	\$28,150.00	(100.0%)

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.

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) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (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) 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/government/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 effect 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: City of Holly Hill

REMIT ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PROJECT TYPE: Drainage Project PROJECT #: 4283-79-RPROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0085

APPROVED BUDGET: _____ FEDERAL SHARE: _____ MATCH: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ To _____ Payment #: _____

Eligible Amount 100% (Current Request)	Obligated Federal Amount ____%	Obligated Non- Federal ____%	Division 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 / TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL \$ _____ADMINISTRATIVE COST \$ _____APPROVED FOR PAYMENT \$ __________
GOVERNOR'S AUTHORIZED REPRESENTATIVE_____
DATE

Attachment: 4283-79-R Contract (2056 : Espanola Avenue Drainage Grant)

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

SUB-RECIPIENT: City of Holly Hill PAYMENT #: _____
 PROJECT TYPE: Drainage Project PROJECT #: 4283-79-R
 PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0085

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
9					
<i>This payment represents % completion of the project.</i>					TOTAL

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment: 4283-79-R Contract (2056 : Espanola Avenue Drainage Grant)

**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.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for 90 days.

Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

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

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period 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.

Attachment F

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

Instructions: Complete and submit this form to the appropriate Project Manager within 15 days of each quarter's end date.

SUB-RECIPIENT: City of Holly Hill PROJECT #: 4283-79-R
 PROJECT TYPE: Drainage Project CONTRACT #: H0085
 PROGRAM: Hazard Mitigation Grant Program QUARTER ENDING: _____

Advance Payment Information:

Advance Received ☐ N/A ☐ Amount: \$ _____ Advance Settled? Yes ☐ No ☐

Provide reimbursement **Projections** for this project (*projections may change*):

Jul-Sep 20__ \$ _____ Oct-Dec 20__ \$ _____ Jan-Mar 20__ \$ _____ Apr-Jun 20__ \$ _____

Target Dates:

Contract Initiation Date: _____ Contract Expiration Date: _____

Estimated Project Completion Date: _____

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, please describe under **Issues** below*)

Percentage of Work Completed (*may be confirmed by state inspectors*): _____ %

Describe **Milestones** achieved during this quarter:

Provide a **Schedule** for the remainder of work to project completion: (*Milestones from Contract with estimated dates*)

<u>Milestone</u>	<u>Date</u>

Describe **Issues** or circumstances affecting completion date, milestones, scope of work, and/or 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(s), 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 sub grant award.

Person Completing Form: _____

Phone: _____

~ To be completed by Division staff ~

Date Reviewed: _____ Reviewer: _____

Actions: _____

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**

Subcontractor 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 subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

City of Holly Hill
Sub-Recipient's Name

H0085
DEM Contract Number

4283-79-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 #: 4283-79-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$21,113.00

OBLIGATION/ACTION DATE: April 12, 2018

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 project starts approximately 100 feet southwest of intersection of Aragon Street and Espanola Avenue and continues along west side of Espanola Avenue to South and ends approximately 50 feet north of the intersection of Espanola Avenue and Flomich Street in the City of Holly Hill, Florida 32117.

Phase I shall include but is not limited to surveying, engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval. When completed, the applicant will need to provide necessary information for Phase II review. No construction activities for this project have been approved.

The Phase II scope of work shall include the installation of the type C inlets on west side of Espanola Avenue and drainage pipe along west side of the road, and tied into existing infrastructure on the east side of State Avenue. The project includes driveway, pavement, sewer and water service lines restoration following the work completion.

The completed project shall provide protection against a 100-year storm event.

Project Location GPS Coordinates

Latitude 29.255151, Longitude -81.047778

Latitude 29.259829, Longitude -81.051502

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

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

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

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 subcontractor 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

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 §200.468 Specialized service facilities of this Part.

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

MEETING DATE: June 12, 2018
FROM: Antoine Khoury
SUBJECT: Resolution 2018-R-35 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into Grant Agreement #H0087 with the Florida Division of Emergency Management; Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 2054)
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill has qualified for a \$12,225 grant through the Federal Emergency Management Agency's Hazard Mitigation Grant Program for engineering and design of drainage improvements on State Avenue between 6th Street and 8th Street. This grant will be administered through the State of Florida Division of Emergency Management agreement # H0087.

Upon completion of Phase I, design and engineering plans will be submitted to FEMA and FDEM for consideration of an additional \$104,025 of grant funding for the construction phase. The construction, if approved, is anticipated to specify the addition of 640 feet of 15" drainage pipe with affiliated inlets, utility adjustments and restoration. This project is anticipated to mitigate the duration of flooding in the streets and yards of the neighborhood.

FISCAL ANALYSIS:

This grant is a cost reimbursement grant. As such, the City will need to cover the full amount of design/engineering and permitting for the project, estimated to be \$16,300 until such time that reimbursement is received. Reimbursement will be given for 75% of the project cost for an anticipated \$12,225. The City will be responsible for the remaining 25% of the project cost for an anticipated \$4,075.

These costs are being proposed for the 2018-2019 budget.

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-35, AUTHORIZING THE CITY MANAGER TO ENTER INTO GRANT AGREEMENT #H0087 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT.

ATTACHMENTS:

- 4283-74-R Contract (1) (PDF)

Resolution No. (ID # 2054)**RESOLUTION 2018-R-35 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO GRANT AGREEMENT #H0087 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.****RESOLUTION 2018-R-35**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO GRANT AGREEMENT #H0087 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill has qualified for a \$12,225 grant to develop a design/engineering plan to add drainage infrastructure on State Avenue between 6th Street and 8th Street; and

WHEREAS, additional drainage infrastructure is anticipated to mitigate flooding concerns along this section of State Avenue; and

WHEREAS, this grant requires the City to match the anticipated award of \$12,225 with \$4,075 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 # H0087 with the Florida Division of Emergency Management.

SECTION 2. 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 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 12th day of JUNE, 2018.

Agreement Number: 4283-74-R

Project Number: H0087

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>59-6000337</u>
Federal Award Identification Number (FAIN):	<u>FEMA-DR-4283- FL</u>
Federal Award Date:	<u>April 12, 2018</u>
Subaward Period of Performance Start and End Date:	<u>Upon Execution thru April 30, 2019</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$12,225.00</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$12,225.00</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$12,225.00</u>
Federal award project description (see FFATA):	<u>City of Holly Hills – Drainage 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>Renee.singh@em.myflorida.com</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.039 Hazard Mitigation Grant Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

Attachment: 4283-74-R Contract (1) (2054 : State Avenue Drainage Grant)

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 subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

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

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

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

(2) LAWS, RULES, REGULATIONS AND POLICIES

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

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

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

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

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

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

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

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 B. 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
 Division of Emergency Management
 Bureau of Mitigation
 2702 Directors Row
 Orlando, Florida 32809-5631
 Telephone: (850) 815-4578
 Email: 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
 City of Holly Hill
 1065 Ridgewood Avenue
 Holly Hill, Florida 32117
 Telephone: (386) 248-9463
 Email: [sjengst@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 **April 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 **\$12,225.00.**
- 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 Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) fiscal years from the date of

completion of grant cycle or project. The following are the only exceptions to the five (5) year requirement:

- i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.
- iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.
- v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
- d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.
- e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.
- 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

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

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 F.

(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 if:

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

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

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

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

(16) REMEDIES.

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

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

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

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

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

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

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

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

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

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

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

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

(17)TERMINATION.

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 day's 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. “[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.
 - j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.
 - 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
 - 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 (12) of this Agreement.

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

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement 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 (22) f. ii. of this certification; and,

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

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

h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment 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.

I. 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 (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.
- d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION.

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

(26)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

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 i. through v. of this subparagraph.

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

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

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

(33) ASSURANCES.

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment 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: Michael Kennett, Deputy Director

Date: _____

Attachment: 4283-74-R Contract (1) (2054 : State Avenue Drainage Grant)

EXHIBIT – 1

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

Federal Program

Federal agency: Federal Emergency Management Agency: Hazard Mitigation Grant

Catalog of Federal Domestic Assistance title and number: 97.039

Award amount: \$12,225.00

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
- 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, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, 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:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - 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 be 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 improve drainage on State Avenue, City of Holly Hill, Florida; funded through the Hazard Mitigation Grant Program (HMGP) **DR-4283-74-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 shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Sub-Recipient shall complete the Phase I 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 proposed project starts approx. 100 feet north of intersection of 6th Street and State Avenue, continues along State Avenue to the northwest and ends 400 feet southeast of intersection of State Avenue and 8th Street in Holly Hill, FL 32117.

Phase I shall include but is not limited to surveying, engineering, and designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval. When completed, the applicant will need to provide necessary information for Phase II review. No construction activities for this project have been approved.

The Phase II scope of work includes installation of the type C inlets on both sides of State Avenue and drainage pipe along west side of the road, and tied into existing infrastructure on the east. The project includes driveway, pavement, sewer and water service lines restoration following the work completion.

The completed project shall provide protection against a 100-year storm event.

GPS Coordinates

Latitude 29.235981, Longitude -81.037563

Latitude 29.237325, Longitude -81.038335

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 Phase I 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 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 Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

Phase I consists of fees; for conducting survey, drainage study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the drainage. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

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

- a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies;
- b) Construction Plans and bid documents;
- c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project;
- d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
- e) Color maps including topographical, aerial, and ground disturbance.
- f) Color photographs of the project area and areas of ground disturbance.
- g) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.
- h) Copy of the Florida Department of Transportation (FDOT) permit or No Permit Required notification, if applicable.
- i) Letter from the Floodplain manager verifying the project is in compliance with local floodplain ordinances/regulations.

- j) Any other documentation requested by the Division, not limited to Project conditions and requirements 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.

Direct Expenses: 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 Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) 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 Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Phase I activities, which includes engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval, and to implement measures to improve the drainage of State Avenue in the City of Holly Hill, Florida.

The designed project shall provide protection against a 100-year storm event.

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 Engineering plans that clearly shows the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.
- 2) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
- 3) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that is being damaged and FEMA Special Flood Hazard Areas on the same plan.
- 4) Submit a refined cost estimate, to include Phase I Fees and Phase II Construction materials and Labor.

D) Environmental:

- 1) Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- 2) Acceptance of federal funding requires the Sub-Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 3) Consultation with the Floodplain manager is required to ensure the project is in compliance with local floodplain ordinances/regulations.
- 4) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.
 - a) Florida Department of Transportation (FDOT): If any onsite/offsite improvements associated with proposed project activities, that impact FDOT right-of-way shall require the appropriate FDOT permit(s). FDOT Permit Coordinator shall be contacted once finalized plans are available.
 - b) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WDM) shall be submitted. Any conditions for compliance shall be included in the final design plans, narrative, and project implementation actions.
- 5) Historical Preservation compliance documents shall be obtained. Review documentation required:
 - a) Color maps including topographical and aerial with the project location clearly marked
 - b) Color photographs of any area with ground disturbance (electronic)

- c) Indicate if project site is located within a designated historic district or historic neighborhood.
- 6) Tribal Consultation shall be required for proposed ground disturbing activities. Following documents shall be required and submitted as part of deliverables:
 - a) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas;
 - b) Previous and current use of proposed project area;
 - c) Any known site work or historic uses for the proposed location;
 - d) Any available studies that may have taken place on the property.
- 7) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.
- 8) No construction work may begin until Phase II is approved by the Division and FEMA.

E. Programmatic:

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) 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.
- 3) 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.
- 4) Phase I – Design of this 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 before Phase II – Construction is considered.
- 5) 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.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) 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 **DR 4283-74-R**, is funded under HMGP-4283-DR-FL.

FEMA awarded this project on April 12, 2018; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **April 30, 2019.**

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

Phase I –

Design, Engineering, Permitting and Survey:	12 Months
Total Period of Performance:	12 Months

Budget

Line Item Budget*

Phase I	<u>Project Costs</u>	<u>Federal Share</u>	<u>Local Share</u>
Fees: Design, Permits, Survey	\$16,300.00	\$12,225.00	\$4,075.00
Total Phase I Cost:	\$16,300.00	\$12,225.00	\$4,075.00

**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:	\$12,225.00	(75.0%)
Local Share:	\$4,075.00	(25.0%)
Total Project Cost:	\$16,300.00	(100.0%)

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.

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) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (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) 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/government/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 effect 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: City of Holly Hill

REMIT ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PROJECT TYPE: Drainage Project PROJECT #: 4283-74-RPROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0087

APPROVED BUDGET: _____ FEDERAL SHARE: _____ MATCH: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ To _____ Payment #: _____

Eligible Amount 100% (Current Request)	Obligated Federal Amount ____%	Obligated Non- Federal ____%	Division 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 / TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL	\$ _____
ADMINISTRATIVE COST	\$ _____
APPROVED FOR PAYMENT	\$ _____
GOVERNOR'S AUTHORIZED REPRESENTATIVE DATE	

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

SUB-RECIPIENT: City of Holly Hill PAYMENT #: _____
 PROJECT TYPE: Drainage Project PROJECT #: 4283-74-R
 PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0087

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
9					
<i>This payment represents % completion of the project.</i>				TOTAL	

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment: 4283-74-R Contract (1) (2054 : State Avenue Drainage Grant)

**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.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for 90 days.

Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

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

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period 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.

Attachment F

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

Instructions: Complete and submit this form to the appropriate Project Manager within 15 days of each quarter's end date.

SUB-RECIPIENT: City of Holly Hill PROJECT #: 4283-74-R
 PROJECT TYPE: Drainage Project CONTRACT #: H0087
 PROGRAM: Hazard Mitigation Grant Program QUARTER ENDING: _____

Advance Payment Information:

Advance Received ☐ N/A ☐ Amount: \$ _____ Advance Settled? Yes ☐ No ☐

Provide reimbursement **Projections** for this project (*projections may change*):

Jul-Sep 20 \$ _____ Oct-Dec 20 \$ _____ Jan-Mar 20 \$ _____ Apr-Jun 20 \$ _____

Target Dates:

Contract Initiation Date: _____ Contract Expiration Date: _____

Estimated Project Completion Date: _____

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, please describe under **Issues** below*)

Percentage of Work Completed (*may be confirmed by state inspectors*): _____ %

Describe **Milestones** achieved during this quarter:

Provide a **Schedule** for the remainder of work to project completion: (*Milestones from Contract with estimated dates*)

<u>Milestone</u>	<u>Date</u>

Describe **Issues** or circumstances affecting completion date, milestones, scope of work, and/or 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(s), 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 sub grant award.

Person Completing Form: _____

Phone: _____

~ To be completed by Division staff ~

Date Reviewed: _____ Reviewer: _____

Actions: _____

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**

Subcontractor 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 subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

City of Holly Hill
Sub-Recipient's Name

H0087
DEM Contract Number

4283-74-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 #: 4283-74-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$12,225.00

OBLIGATION/ACTION DATE: April 12, 2018

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 proposed project starts approx. 100 feet north of intersection of 6th Street and State Avenue, continues along State Avenue to the northwest and ends 400 feet southeast of intersection of State Avenue and 8th Street in Holly Hill, FL 32117.

Phase I shall include but is not limited to surveying, engineering, and designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval. When completed, the applicant will need to provide necessary information for Phase II review. No construction activities for this project have been approved.

The Phase II scope of work includes installation of the type C inlets on both sides of State Avenue and drainage pipe along west side of the road, and tied into existing infrastructure on the east. The project includes driveway, pavement, sewer and water service lines restoration following the work completion.

The completed project shall provide protection against a 100-year storm event.

GPS Coordinates

Latitude 29.235981, Longitude -81.037563

Latitude 29.237325, Longitude -81.038335

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

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

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

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 subcontractant 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

Pt. 200, App. III

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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 §200.468 Specialized service facilities of this Part.

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

MEETING DATE: June 12, 2018
FROM: John McKinney
SUBJECT: Disposal of Fixed Assets
NUMBER: (ID # 2063)
APPLICANT:
PLANNER:

DISCUSSION:

The attached list of fixed assets have been identified as being surplus property available for disposition due to obsolescence or replacement.

Per Resolution 2018-R-30, Purchasing Policy, Section 13.2 Disposition of Surplus property, Finance has classified the attached list of property/equipment as surplus.

FISCAL ANALYSIS:

The proceeds from the sale of the surplus items will be placed in the fund that acquired the fixed assets being disposed.

STAFF RECOMMENDATION:

That the City Commission declare the equipment identified in the attached document as surplus and authorize the disposal of the surplus equipment as appropriate.

COMMISSION GOAL:

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

MOTION:

Authorize the City Manager to dispose of the attached list of surplus equipment.

- Commission Item Disposal List 5-17-2018 Page 1 (PDF)



Inventory Disposal Request Form

DATE :5/17/2018

Item #	Asset Tag	Asset #	Asset Type Description / Model	Manufacturer	Model	Serial Number	Service #	Date of Purchase	Purchase Cost	Book Value	Location	Note
		2011000015	Laptop	PANASONIC	CF52	1BTS492342		01/01/14			Police Department	
		2011000017	Laptop	PANASONIC	CF52	1BTS492396		01/01/14			Police Department	
	1015	2013000180	Laptop	PANASONIC	CF53	2HTSA17057		01/01/14			Police Department	
	1011	2013000181	Laptop	PANASONIC	CF53	2HTSA17265		01/01/14			Police Department	
	1014	2013000179	Laptop	PANASONIC	CF53	2HTSA17382		01/01/14			Police Department	
	1012	2013000182	Laptop	PANASONIC	CF53	2HTSA17426		01/01/14			Police Department	
	1013	2013000183	Laptop	PANASONIC	CF53	2HTSA17451		01/01/14			Police Department	
	692	2014000076	Laptop	PANASONIC	CF53	3JTS428002		01/01/14			Police Department	
	691	2014000075	Laptop	PANASONIC	CF53	3LTS447112		01/01/14			Police Department	
	693	2014000078	Laptop	PANASONIC	CF53	3LTS447355		01/01/14			Police Department	
	695	2014000072	Laptop	PANASONIC	CF53	3LTS447456		01/01/14			Police Department	
	696	2014000079	Laptop	PANASONIC	CF53	3LTS447488		01/01/14			Police Department	
	697	2014000080	Laptop	PANASONIC	CF53	3LTS447500		01/01/14			Police Department	
	698	2014000077	Laptop	PANASONIC	CF53	3LTS447506		01/01/14			Police Department	
	699	2014000073	Laptop	PANASONIC	CF53	3LTS447513		01/01/14			Police Department	
	700	2014000071	Laptop	PANASONIC	CF53	3LTS447520		01/01/14			Police Department	
	701	2014000081	Laptop	PANASONIC	CF53	3LTS447606		01/01/14			Police Department	
	702	2014000082	Laptop	PANASONIC	CF53	3LTS447611		01/01/14			Police Department	
	703	2014000083	Laptop	PANASONIC	CF53	3LTS447622		01/01/14			Police Department	
	704	2014000084	Laptop	PANASONIC	CF53	3LTS447627		01/01/14			Police Department	
	705	2014000085	Laptop	PANASONIC	CF53	3LTS447636		01/01/14			Police Department	
	706	2014000086	Laptop	PANASONIC	CF53	3LTS447640		01/01/14			Police Department	
	707	2014000087	Laptop	PANASONIC	CF53	3LTS447668		01/01/14			Police Department	
	708	2014000088	Laptop	PANASONIC	CF53	3LTS447713		01/01/14			Police Department	
	709	2014000089	Laptop	PANASONIC	CF53	3LTS447731		01/01/14			Police Department	
	710	2014000090	Laptop	PANASONIC	CF53	3LTS447756		01/01/14			Police Department	
	729	2011000001	PC	HP	AZ892AW	2UA04910Y8					IT	
	904	2012000003	PC	HP	XL511AV	2UA2090WKZ					IT	
	721		PC	HP	NV557UT	MXL0120ZZH					IT	
	1005		PC	HP	AZ892AW	2UA04910YF					IT	

City Manager Signature/Date



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

**City Commission
Resolution**

MEETING DATE: June 12, 2018
FROM: Joseph Forte
SUBJECT: Resolution 2018-R-36 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Apply to the Racing and Recreational Facilities District for a Grant in the Amount of \$50,000 for the Purchase and Installation of the National Fitness Campaign, Fitness Court; Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 2066)
APPLICANT:
PLANNER:

DISCUSSION:

A recent article in the Daytona Beach News-Journal quoted the Robert Wood Johnson Foundation report identifying Volusia County as having slipped to rank 44th in the State of Florida's County Health Rating. A Healthy Living program is being developed by city staff and will start in September 2018 being facilitated and coordinated with the YMCA, Florida Health Care Plans and Halifax Hospital.

The City of Holly Hill is wishing to partner with the National Fitness Campaign, a special enterprise dedicated to the building of fit communities. The cost to purchase and install the outdoor fitness court is approximately \$125,000. The City has already received a grant from Fit Radio in the amount of \$10,000. The City is requesting a grant from the Racing and Recreational Facilities District in the amount of \$50,000.

FISCAL

ANALYSIS:

The cost to purchase and install the outdoor fitness court is approximately \$125,000. The City has already received a grant from Fit Radio in the amount of \$10,000. The City is requesting a grant from the Racing and Recreational Facilities District in the amount of \$50,000.

STAFF

RECOMMENDATION:

Staff recommends the City Commission authorize the City Manager to apply for a grant from the Racing and Recreational Facilities District in the amount of \$50,000.

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-36, AUTHORIZING THE CITY MANAGER TO APPLY TO THE RACING AND RECREATIONAL FACILITIES DISTRICT FOR A GRANT IN THE AMOUNT OF \$50,000 FOR THE PURCHASE AND INSTALLATION OF THE NATIONAL FITNESS CAMPAIGN, FITNESS COURT.

ATTACHMENTS:

- National Fitness Campaign (PDF)

Resolution No. (ID # 2066)

RESOLUTION 2018-R-36 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY TO THE RACING AND RECREATIONAL FACILITIES DISTRICT FOR A GRANT IN THE AMOUNT OF \$50,000 FOR THE PURCHASE AND INSTALLATION OF THE NATIONAL FITNESS CAMPAIGN, FITNESS COURT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2018-R-36

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPLY TO THE RACING AND RECREATIONAL FACILITIES DISTRICT FOR A GRANT IN THE AMOUNT OF \$50,000 FOR THE PURCHASE AND INSTALLATION OF THE NATIONAL FITNESS CAMPAIGN, FITNESS COURT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a recent article in the Daytona Beach News-Journal quoted the Robert Wood Johnson Foundation report identifying Volusia County as having slipped to rank 44th in the State of Florida's County Health Rating; and

WHEREAS, a Healthy Living program is being developed by city staff and will start in September 2018 being facilitated and coordinated with the YMCA, Florida Health Care Plans and Halifax Hospital; and

WHEREAS, the City of Holly Hill is wishing to partner with the National Fitness Campaign, a special enterprise dedicated to the building of fit communities; and

WHEREAS, the City of Holly Hill supports the installation of an outdoor fitness court that would be available free to the community.

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

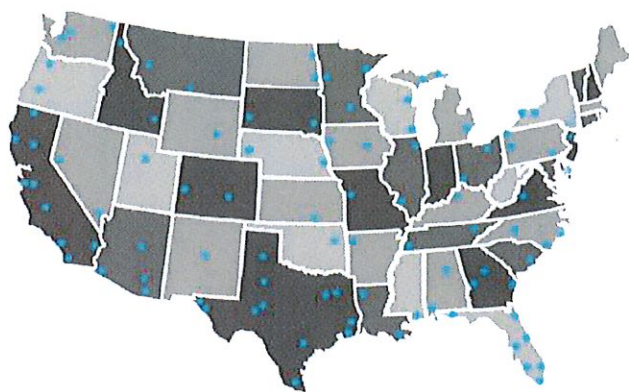
SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to apply for a grant to the Racing and Recreational Facilities District in the amount of \$50,000.

SECTION 2. 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 3. EFFECTIVE DATE. This Resolution shall take effect

immediately upon its adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 12th day of JUNE, 2018.



2018

NATIONAL FITNESS CAMPAIGN

100 CITIES



2018 PARTNERSHIP GUIDEBOOK

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National Fitness Campaign Background

- 02** NFC Background
- 04** Launching the Campaign
- 06** Fitness Court Overview
- 08** Fitness Court App Overview

2018 Campaign

- 10** Campaign Overview
- 11** Partnership Promotion Calendar
- 12** Partner Feature Week Overview

Fitness Court and Campaign Resources

- 14** Campaign Specifications
- 16** Appendix and Additional Information



NATIONAL FITNESS CAMPAIGN

BUILDING FIT COMMUNITIES SINCE 1979



MISSION

National Fitness Campaign (NFC) is a social enterprise dedicated to building fit communities around the world. NFC operates by building partnerships with cities, schools, corporations and organizations to fund, build and activate local fitness campaigns. These campaigns are centered around NFC Fitness Courts - free, world class outdoor bodyweight circuit training centers built in public space. Promotional and activation campaigns accompany the healthy infrastructure, providing programming, fitness challenges and tools to encourage community participation. The goal of the campaign is to neutralize back end healthcare by encouraging investment in front end fitness.

NFC HISTORY

NFC invented the outdoor Fitness Court in 1979 to encourage people to adopt healthy lifestyles in public spaces. The original Fitness Courts were opened in San Francisco and at Stanford University. Wells Fargo Bank joined as the first sponsor, and helped cities and schools fund the program. Between 1980 and 1990, NFC grew to over 4,000 communities, building partnerships with more than 100 corporate sponsors and raising over \$100 million dollars in the US, Canada and Australia. This was the largest ever public-private partnership in support of physical fitness.

21ST CENTURY

In 2012, NFC Founder, Mitch Menaged, assembled a world class team to reinvent NFC for the 21st century and re-imagine the Fitness Court for a new generation. This digital ecosystem was launched once again in San Francisco. It includes an exciting digital coaching app, a nationwide fitness challenge series and a full menu of programs and promotions designed to make fitness a priority in public spaces across America and beyond.

2018 NATIONAL CAMPAIGN

Fit Radio joined the Campaign as its 2018 National Sponsor to assist 100 cities in funding and launching a new National Fitness Campaign across America.

FITNESS COURT DESIGN TEAM

Assembled by founder Mitch Menaged, the Fitness Court design team is a talented group with decades of combined experience in exercise science, industrial design and technology. Their skills were married to create the most advanced outdoor training platform and ecosystem in the world.



MITCH MENAGED | FOUNDER

Mitch, Founder of National Fitness Campaign, has dedicated his career to delivering a new kind of healthcare to America and others around the globe. He brings decades of experience in developing, funding and launching local, regional and national Fitness Campaigns.



SAM LUCENTE

Sam Lucente, one of America's most celebrated industrial designers, is the lead designer for the Fitness Court and digital ecosystem. Lucente crafted the Fitness Court as urban art, and then matched body movement structures with elegant molded shapes to introduce world class design with "Silicon Valley" style.



MARK LAUREN

Mark Lauren is a bodyweight fitness expert who trained US Special Forces operatives for over a decade and revolutionized the US army's training regimes. He is a Military Physical Training Specialist, Special Operations Combat Controller and triathlete. Lauren created the DNA of the Fitness Court's powerful seven station, high intensity, body weight training system.



GADI AMIT

Gadi Amit is the founder and president of New Deal Design - ranked #1 by Fast Company Magazine as America's Most Innovative Design team. Under Amit's leadership, New Deal Design synthesized form and function, pride and energy, court and concept, producing the world's best outdoor gym: a Fitness Court®.

MARINA GREEN FITNESS COURT

SAN FRANCISCO, CALIFORNIA



LAUNCHING THE CAMPAIGN

Installation: 2013

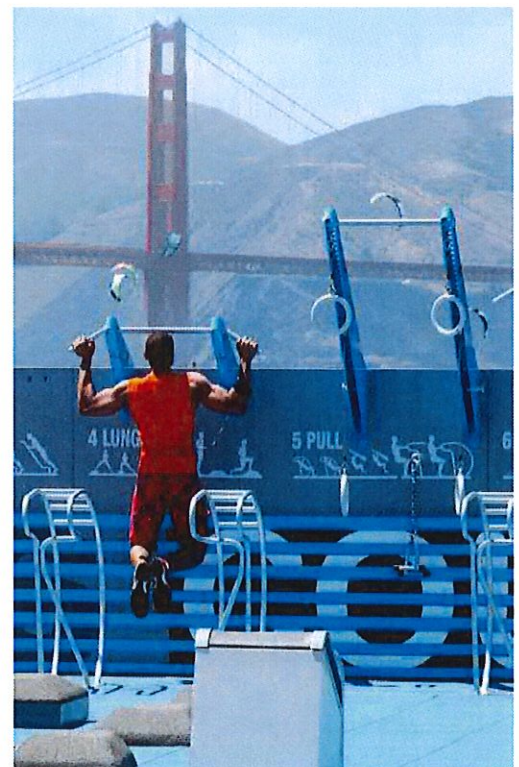
Unique users to date: Over 780,000

Daily avg. users: 1,650

National Fitness Campaign partnered with the City of San Francisco to install a Fitness Court on the Marina Green near the Golden Gate Bridge.

The site was chosen as a model location for America because of its iconic views and connection with active infrastructure. By pairing the Fitness Court with the Bay Trail, the city was able to activate a free-to-the public resource and engage hundreds of thousands of residents and visitors.

The community has embraced the Fitness Court, which has become a centerpiece platform encouraging healthy lifestyles across the city.



FITNESS COURT and CAMPAIGN ECOSYSTEM

THE BEST OUTDOOR GYM IN THE WORLD



An integrated system: the Fitness Court engages all ages with a digital ecosystem, delivering routines and challenges

AN ADAPTABLE COMMUNITY PLATFORM

BODYWEIGHT CIRCUIT TRAINING

Designed for adults of all ages and ability levels, the Fitness Court engages users with a functional training system based around 7 essential movements. The system adapts to provide both guided routines and freestyle exercise opportunities.



BOOTCAMPS and CLASSES

A variety of groups host regular and pop-up events at the Fitness Court, pairing the circuit training with yoga, 5k runs and more.



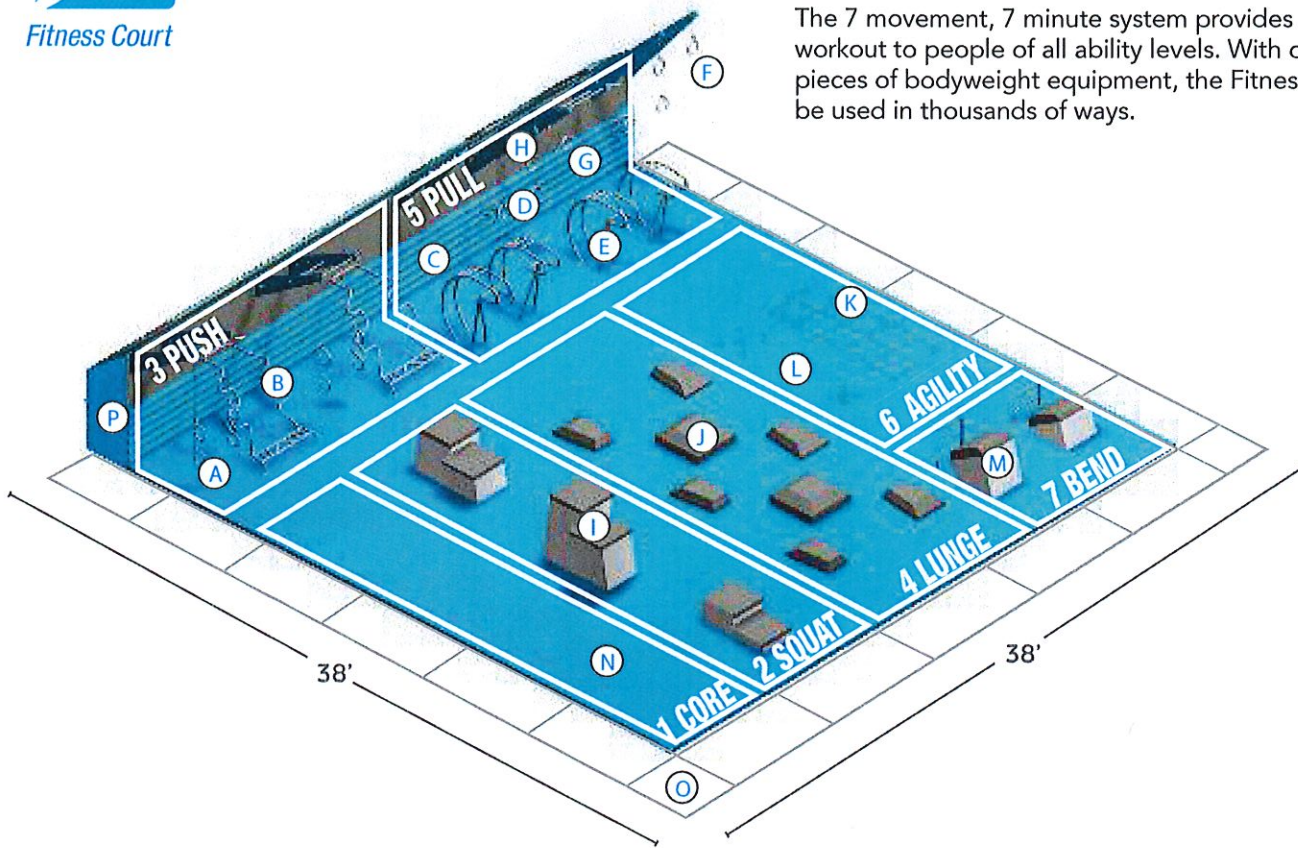
THE FITNESS COURT CHALLENGE

The ultimate community fitness event at the Fitness Court is the Challenge. At the Marina Green Fitness Court Challenge, a morning of events culminates with the top trainers from the Bay Area competing to crown the Fittest in San Francisco.





THE FITNESS COURT

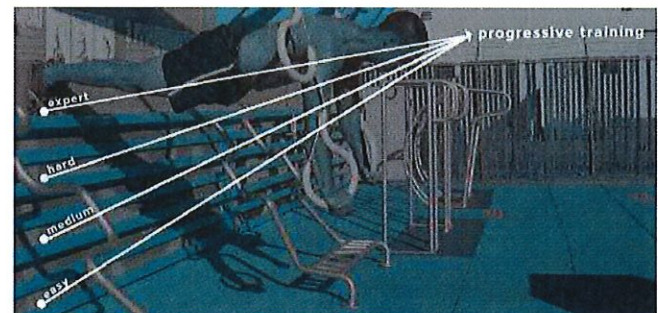


The 7 movement, 7 minute system provides a full-body workout to people of all ability levels. With over 30 pieces of bodyweight equipment, the Fitness Court can be used in thousands of ways.

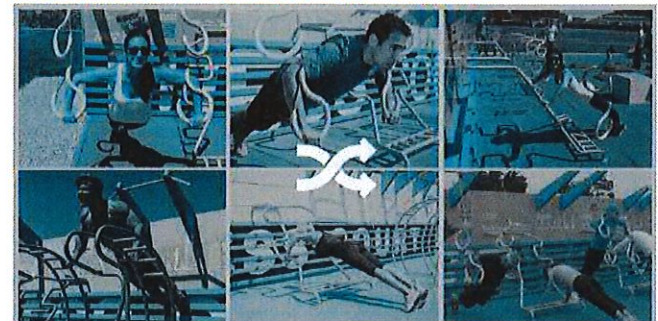
FITNESS ELEMENTS

- (A) 2 SETS DESTABILIZED PUSHING HANDLES
- (B) 2 SETS STABILIZED PUSHING LADDERS
- (C) 7 PROGRESSIVE FOOTHOLD STRIPS
- (D) 2 SETS ROWING HANDLES
- (E) 4 FULL BODY ROWING STATIONS
- (F) 2 SETS MUSCLE UP RINGS
- (G) 2 SETS BICEP CURL RINGS
- (H) 2 SETS STABILIZED PULL-UP BARS
- (I) PLYOMETRIC / SQUAT BOXES
- (J) LUNGE STEP COURSE
- (K) AGILITY LADDERS
- (L) AGILITY DOTS
- (M) 2 BENDING STATIONS
- (N) POUR IN PLACE SURFACE (provided by NFC)
- (O) P.I.P. CONCRETE BORDER (by others)
- (P) PROGRESSIVE TRAINING WALL

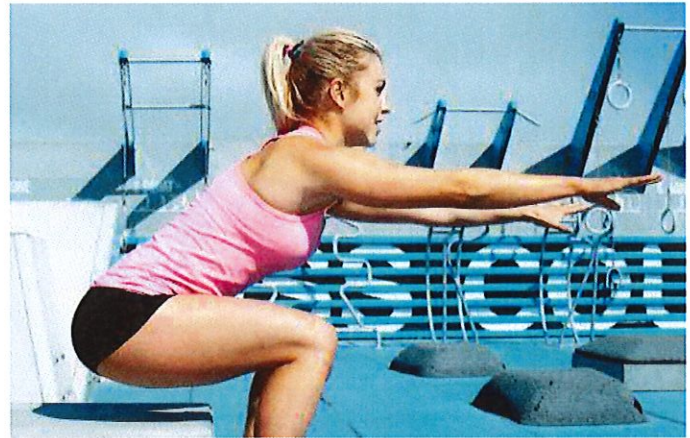
PROGRESSIVE TRAINING



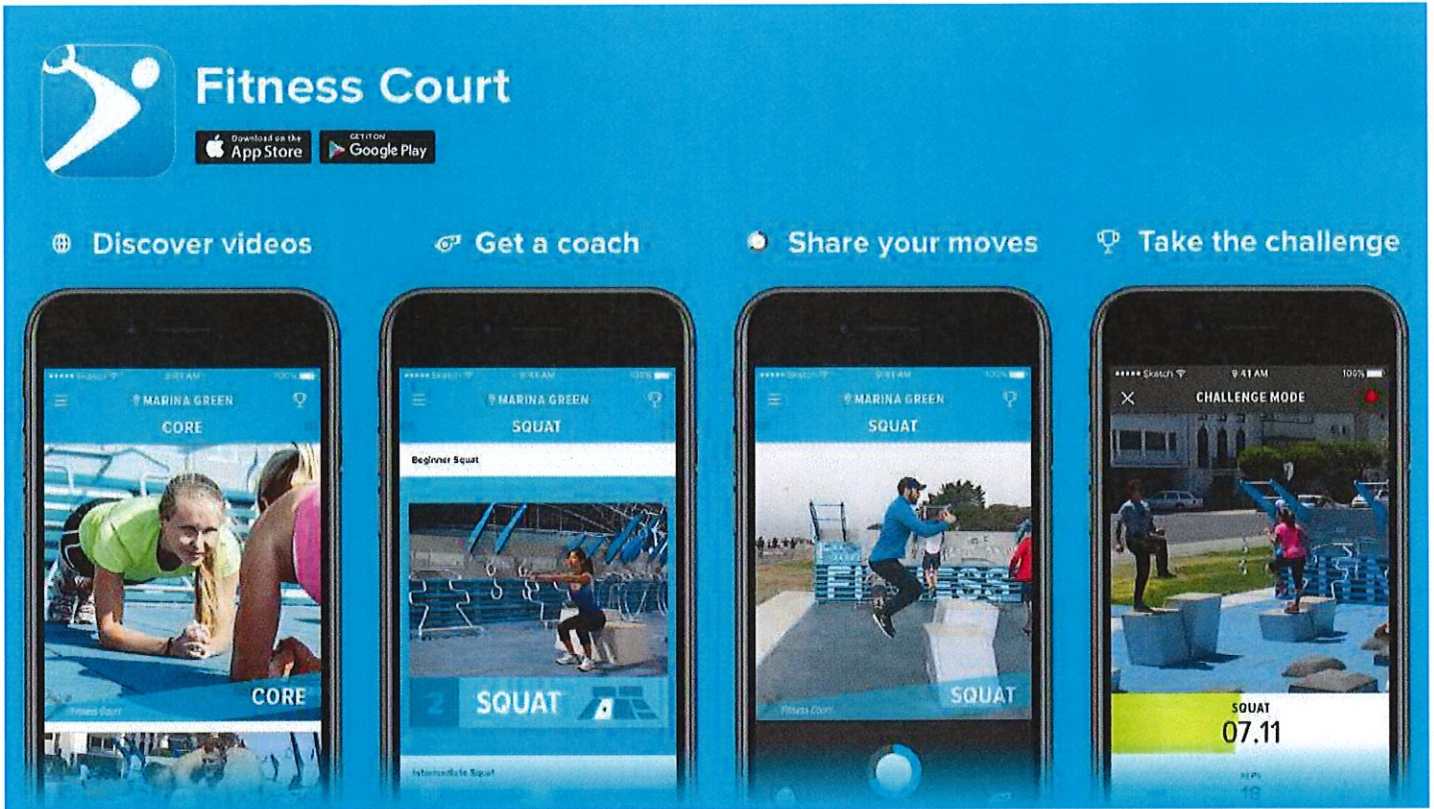
ADAPTABLE FITNESS ELEMENTS



THE FITNESS COURT

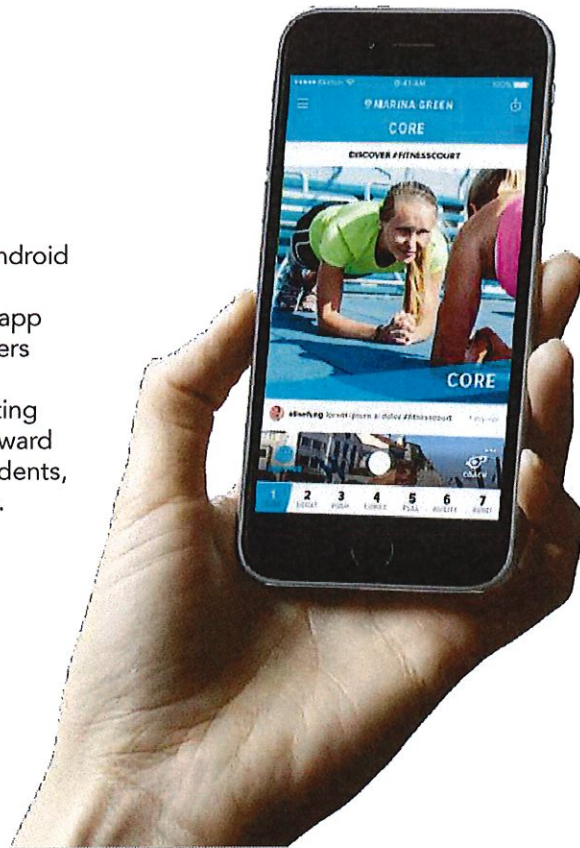


Attachment: National Fitness Campaign (2066 : Grant Request to the Racing and Recreational Facilities District)



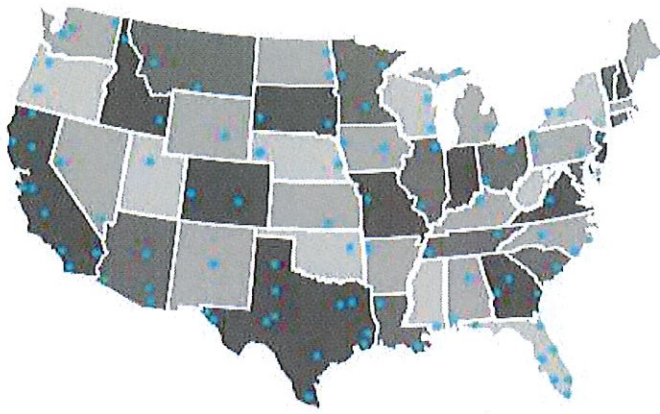
THE FITNESS COURT APP

The all-new Fitness Court App for IOS and Android makes every court-goer into a workout video star. With built-in coaching and routines, the app is a coach in your pocket. Community members enroll in the campaign by visiting the court, downloading the Fitness Court App and posting a video. Ongoing contests and challenges reward your city's most creative and competitive residents, while providing metrics to track engagement.



THE FITNESS COURT

2018 CAMPAIGN AND PROMOTIONAL RESOURCES



2018

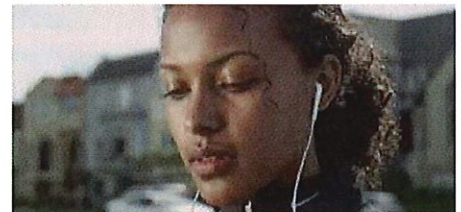
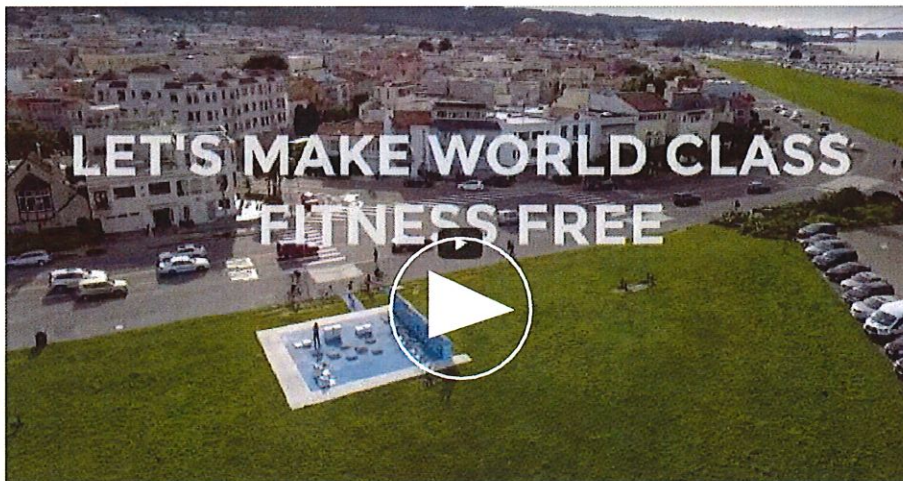
NATIONAL FITNESS CAMPAIGN

100 CITIES

THE 2018 PROMOTIONAL CAMPAIGN

NFC is pleased to invite 100 cities and their selected sponsor(s) to participate in our 2018 Campaign. We are proud to support the promotion, installation and launch of healthy infrastructure around the country. As a member of the Campaign, partner cities can look forward to customized marketing, promotion and activation support designed to engage the local community. The National Fitness Campaign team supports each step of the process towards a successful launch.

2018 CAMPAIGN VIDEO : NATIONALFITNESSCAMPAIGN.COM/VIDEO



2018 NATIONAL CAMPAIGN

PARTNERSHIP OVERVIEW



HYPE. LAUNCH. ENGAGE.

The National Fitness Campaign works with your community to make the launch of your Fitness Court a success. We provide digital tools, activation guides for engaging your city, build excitement for your new court, and help enroll community members into the national campaign.

ACTIVATION TIMELINE



01 PRE - LAUNCH

Announcements and promotions

Pre-launch feature week engages local community. NFC creates and provides media, PR, and social media assets. Local ambassadors and activation sponsors recruited and engaged.



02 LAUNCH PARTY*

Fitness Court opening and Launch Party

A morning of fun on the fitness court, featuring partners, sponsors, the Fitness Court Challenge and more!

*NFC attends a selected number of qualifying Fitness Court launch parties each year.



03 ACTIVATION

Build a healthy community!

Optional events, challenges and promotions boost Fitness Court engagement. City Celebrated as a leader in the National Campaign.

2018 NATIONAL CAMPAIGN

PARTNERSHIP CALENDAR

T-8 Weeks to Launch

Coordination calls - NFC / Partner media team

- Interview team members, partners
- Identify preferred media channels
- Confirm strategy

T-6 Weeks to Launch

Promotion assets delivered to partner

- Customized social media graphics and assets delivered
- Official press release delivered
- Opening day assets, kit delivered
- Partner invites delivered

T-5 Weeks to Launch

Fitness Court Launch Party Invite Week

- NFC invites local and regional Campaign Partners and relevant participants
- Partner invites local participants to the Fitness Court Launch Party: City leadership, media, healthy lifestyle partners

T-4 Weeks to Launch

Nationwide Partner Feature Week - see page 12

NFC:

- Launches Facebook Event
- NFC press release featuring campaign partner
- NFC posts daily content on social media

Partner City

- City announces opening and invites guests and local sponsors
- City shares press release with traditional media outlets
- City posts daily content on social media

T-2 Weeks to Launch

Fitness Court Launch Party Promotions

- Coordinated media and outreach by NFC and Partner confirm event attendees
- NFC provides guidance and support for event logistics

Fitness Court Launch Party

Celebrate Free Fitness

- Grand opening of the Fitness Court!
- Celebration of the launch of free fitness for the community

Activation and Beyond

Build a healthy community

- NFC app delivers training routines and challenges designed to build community engagement
- Optional local, regional and national events and promotions



National Fitness Campaign



@nationalfitnesscampaign



2018 NATIONAL CAMPAIGN

PARTNER FEATURE WEEK

Partner Feature Week Sample Calendar

At a mutually agreed upon time in advance of the Fitness Court Launch Day, each partner city will be the NFC featured partner of the week! Below is an outline of each day's theme and a sneak peek at how we'll help tell your story. We will be launching a press release for use in local, regional, and national media outlets, as well as a social media campaign.

2018 Partner City Feature

Making Fitness Free



MONDAY

Partner city: launching the National Fitness Campaign

TUESDAY

Spotlight on healthy infrastructure

WEDNESDAY

City Champions - the team that is making it happen

THURSDAY

National Fitness Campaign expands to partner city

FRIDAY

Thank you partner city - see you at the Fitness Court!



FITNESS COURT LAUNCH PARTY

SAMPLE AGENDA

Below is a summary of the itinerary for the Fitness Court Launch Party. Lifestyle partners and vendors can be invited to join in on the festivities. Many partners choose to pair their launch party with other events to encourage attendance. We will be providing a full kit, with materials, guides and information on how to run a successful launch. NFC attends a selected number of qualifying launch parties each year.



On court events sample agenda:

1. Opening Ceremony

Partner city leadership, ribbon cutting, dedication

2. Silent DJ Circuit

Fun circuit training provided by Fit Radio. Pairs line up at the Fitness Court and move through the circuit aided by a DJ Audio guide.

3. Fitness Court Challenge

Local men and women compete for awards, showcasing the Fitness Court Challenge. Fitness Court App used to guide, film and score challenge.

4. Open Court

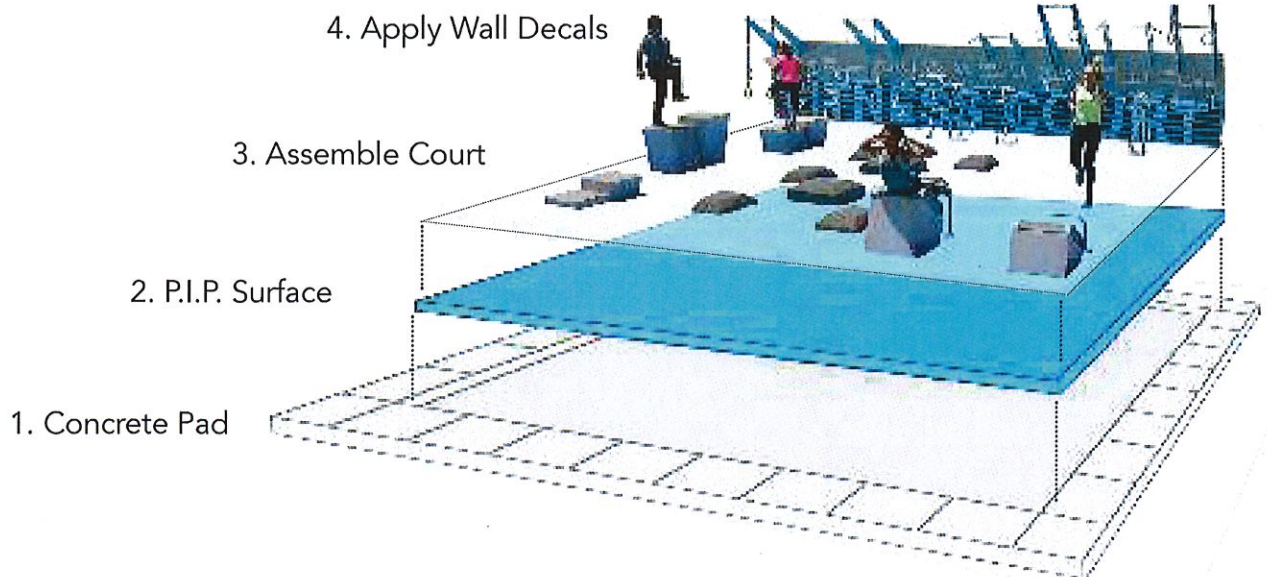
Invite for all to interact with the court, take videos using the Fitness Court App.

5. Conclusion

Group photo - Fitness is now Free!

THE FITNESS COURT

SPECIFICATIONS, ADDITIONAL INFORMATION



- See appendix and additional resources for engineered concrete slab, specifications and detailed installation guides and information

*Warranty + Maintenance

VIRTUALLY MAINTENANCE FREE

- made for all climates
- almost no moving parts (only the cables)
- equipment is anchor bolted into concrete
- see appendix for warranty information
- replacement parts available through NFC
- no requirement for disassembly in winter
- maintenance guide, including touch up paint, all necessary tooling included

See Official Warranty for full Warranty Coverage

Specifications

MADE TO LAST IN THE USA

- manufactured in America
- high-grade carbon steel components
- resilient to heavy, repeated daily use
- over 30 individual pieces of equipment
- fall rated, P.I.P. rubberized surfacing
- powder-coated structural components
- galvanized fittings and bolts - all attachments for installation included
- stainless steel cables
- full installation guide provided

Fitness Court Surface - P.I.P. Surface Specifications

AN OUTDOOR SPORTS FLOOR

- 3' Fall Height
- 1.5" Total depth
- 0.5mm to 1mm wear layer
- Color: Cyan RH23
- Size: 1024 SF (32'x32')

2018 CAMPAIGN

Fitness Court and Campaign Specifications

Items below to be provided by NFC. All other items, including, shipping, site preparation work, concrete slab, procurement and installation of p.i.p. surface and assembly of Fitness Court to be provided by others.

FITNESS COURT, LOCAL CAMPAIGN

- Fitness Court and National Campaign Resources

Fitness Court™

32' x 35' outdoor bodyweight circuit training system with the following components:

- Seven station circuit training system providing full-body workout modules
- Fitness Court bodyweight training wall measuring 32'W x 2'D x 6' H with wall graphics describing use, sponsor recognition and buyer recognition (front side recognition only standard) Note - wall graphics installed separately.
- Thirty pieces of bodyweight training equipment (Fitness Elements) for simultaneous use by 28 users at one time. Fitness Elements are anchored and grouped within seven stations.
- Bolts, attachments and anchors required for installation
- Full Installation and Maintenance guide
- Standard Engineered Concrete Slab design

National Campaign Resources

The Fitness Campaign Ecosystem is a collection of resources and services designed to activate, encourage and strengthen public participation in free outdoor fitness activities.

Web and Press tools

- 2018 national promotions featuring partner city
- 2018 social media activation and promotional campaign featuring partner city

Fitness Court Mobile App

- IOS / Android App teaching proper use, routines and challenges to the public - free for all users
- Coach mode, challenge mode, and social mode - allowing a variety of users to participate in the program
- Social sharing component encourages community participation and awareness

Circuit Training Programs

- Three levels of circuit training routines (designed for use on the Fitness Court)
- Beginner: baseline functional fitness training system
- Intermediate: full-body circuit training system for athletes at any level
- Advanced: competitive Fitness Court Challenge series

Localized Promotional Materials

- Opening Membership Drive Celebration Kit
- Press Release
- Activation Guidelines Package



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

**City Commission
Resolution**

MEETING DATE: June 12, 2018
FROM: John McKinney
SUBJECT: Resolution 2018-R-37 A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Adopted Budget for the City of Holly Hill for the Fiscal Year 2017-2018; and Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 2034)
APPLICANT:
PLANNER:

DISCUSSION:

The City Manager performed an extensive mid-year review of the revenue and expenditure figures for each fund to compare the current amounts with the amount budgeted; and the City Commission of the City of Holly Hill amends the Fiscal Year 2017-2018 budget by revising the budget in total to \$35,359,399 pursuant to itemizations contained in Exhibit "A" of the Resolution.

FISCAL ANALYSIS:

Dependent upon City Commission action.

STAFF RECOMMENDATION:

Approve Resolution 2018-R-37, adopting the mid-year amended budget.

COMMISSION GOAL:

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

MOTION:

APPROVE RESOLUTION 2018-R-37, AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2017-2018.

ATTACHMENTS:

- MID YEAR SUMMARY OF FUNDS 17-18 (PDF)
- Mid Year Rev & Exp YTD (PDF)

Resolution No. (ID # 2034)

**RESOLUTION 2018-R-37 A RESOLUTION OF THE CITY COMMISSION
OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA,
AMENDING THE ADOPTED BUDGET FOR THE CITY OF HOLLY HILL
FOR THE FISCAL YEAR 2017-2018; AND PROVIDING FOR
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

RESOLUTION 2018-R-37

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA,
AMENDING THE ADOPTED BUDGET FOR THE CITY OF
HOLLY HILL FOR THE FISCAL YEAR 2017-2018; AND
PROVIDING FOR SEVERABILITY; AND PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Holly Hill, by Resolution 2017-R-55, adopted an
operating budget for Fiscal Year 2017-2018; and

WHEREAS, the budget adjustment increase revenues and expenditures in total
pursuant to itemizations contained in Exhibit "A", which is attached hereto and incorporated
herein; and

WHEREAS, the budget adjustments will allow the City of Holly Hill to adjust
the Fiscal Year 2017-2018 budget.

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

SECTION 1. Amended Budget: The City Commission of the City of Holly Hill
amends the Fiscal Year 2017-2018 budget by revising the budget in total pursuant to itemizations
contained in Exhibit "A", which is attached hereto and incorporated herein.

SECTION 2. Effective Date. This Resolution shall become effective
immediately upon its adoption from the City Commission.

APPROVED AND AUTHENTICATED on this 12th day of JUNE, 2018.

Exhibit "A"

MID YEAR AMENDED FY 2017 - 2018 BUDGET

REVENUES AND EXPENSES FY 2017 - 2018	AMENDED BUDGET	MID YEAR PROPOSED	VARIANCE	(Inc / Dec) UNRESTRICTED
001 - GENERAL FUND	\$ 9,576,600	\$ 9,760,221	\$ 183,621	\$ 534,627
002 - LOGT 2nd	\$ 114,600	\$ 117,000	\$ 2,400	\$ -
004 - BUILDING AND ZONING	\$ 264,500	\$ 279,650	\$ 15,150	\$ -
005 - SIDEWALKS	\$ -	\$ 610	\$ 610	\$ 610
006 - FIRE DONATIONS	\$ -	\$ 300	\$ 300	\$ -
010 - FEMA HURRICANE MATTHEW	\$ -	\$ 78,150	\$ 78,150	\$ -
015 - FEMA HURRICANE IRMA		\$ 217,000	\$ 217,000	\$ -
101 - POLICE IMPACT FEES	\$ 1,000	\$ 3,400	\$ 2,400	\$ -
102 - FIRE IMPACT FEES	\$ 1,000	\$ 4,400	\$ 3,400	\$ -
103 - ROAD IMPACT FEES	\$ 1,000	\$ 11,350	\$ 10,350	\$ -
104 - PARK IMPACT FEES	\$ 2,000	\$ 2,500	\$ 500	\$ -
110 - LAW ENFORCEMENT TRUST	\$ -	\$ 200	\$ 200	\$ -
115 - EXPLORERS	\$ 1,400	\$ 3,360	\$ 1,960	\$ -
130 - CRA	\$ 6,481,200	\$ 6,424,714	\$ (56,486)	\$ 79,800
* 131 - CRA DEBT SERVICE FUND SERIES 2012	\$ 399,900	\$ -	\$ (399,900)	\$ -
* 132 - CRA DEBT SERVICE FUND SERIES 2013	\$ 448,000	\$ -	\$ (448,000)	\$ -
135 - CRA FOUNTAIN HEAD	\$ -	\$ 552,120	\$ 552,120	\$ -
139 - CRA CAPITAL PROJECTS	\$ 2,134,900	\$ 2,148,000	\$ 13,100	\$ 13,100
* 140 - CDBG	\$ 92,300	\$ -	\$ (92,300)	\$ -
301 - CAPITAL PROJECTS	\$ 2,616,200	\$ 1,292,300	\$ (1,323,900)	\$ 10,000
400 - WATER & SEWER	\$ 6,370,600	\$ 6,430,360	\$ 59,760	\$ 59,760
<i>401 - WATER IMPACT FEES</i>	\$ -	\$ 197,464	\$ 197,464	\$ -
<i>402 - SEWER IMPACT FEES</i>	\$ -	\$ 156,200	\$ 156,200	\$ -
407 - WATER & SEWER R & R	\$ 590,900	\$ 3,000,500	\$ -	
460 - STORMWATER	\$ 1,332,900	\$ 1,396,650	\$ 63,750	\$ 63,750
461 - STORMWATER DEBT SRF 2002 - (STORMWATER CAPITAL)	\$ 353,700	\$ 354,450	\$ 750	\$ 750
* 463 - STORMWATER RESERVE	\$ -	\$ -	\$ -	
* 471 - WATER & SEWER DEBT SERIES 2012	\$ 941,600	\$ -	\$ (941,600)	\$ 14,800
* 472 - WATER & SEWER DEBT SRF 1998	\$ 160,600	\$ -	\$ (160,600)	\$ -
* 474 - WATER & SEWER DEBT SERIES 2005	\$ 111,600	\$ -	\$ (111,600)	\$ -
* 475 - WATER & SEWER DEBT SRF 2005	\$ 40,900	\$ -	\$ (40,900)	\$ -
* 476 - WATER & SEWER DEBT SRF 2007	\$ 329,300	\$ -	\$ (329,300)	\$ -
* 477 - WATER & SEWER R&R DEBT SERIES 2011	\$ 328,200	\$ -	\$ -	\$ 1,400
* 478 - WATER & SEWER DEBT SERIES 2013	\$ 170,100	\$ -	\$ (170,100)	\$ -
* 480 - WATER & SEWER R & R	\$ 2,202,000	\$ -	\$ (2,202,000)	\$ -
* 481 - WATER IMPACT FEES	\$ 194,600	\$ -	\$ (194,600)	\$ 7,464
* 482 - SEWER IMPACT FEES	\$ 150,400	\$ -	\$ (150,400)	\$ 11,000
* 487 - WATER & SEWER CAPITAL PROJECT SERIES 2011	\$ 207,600	\$ -	\$ (207,600)	\$ -
495 - SOLID WASTE	\$ 2,358,000	\$ 2,308,000	\$ (50,000)	\$ 295,000
<i>501 - INFORMATION TECHNOLOGY</i>	\$ -	\$ 387,500	\$ 387,500	\$ -
<i>502 - FLEET</i>	\$ -	\$ 233,000	\$ 233,000	\$ -
<i>503 - P & C INSURANCE</i>	\$ -	\$ -	\$ -	\$ -
<i>504 - EMPLOYEE BENEFITS</i>	\$ -	\$ -	\$ -	\$ -
TOTAL ALL FUNDS	\$ 37,977,600	\$ 35,359,399	\$ (4,699,601)	\$ 1,092,061

*FUNDS MERGED / DELETED

ITALICS ARE NEWLY CREATED FUNDS

BOLDED AND ITALICS ARE RENAMED FUNDS

Attachment: MID YEAR SUMMARY OF FUNDS 17-18 (2034 : FY 2018 Mid-Year Budget)

PREPARED 05/25/18,
PROGRAM GM601L

10:24:19 HOLLY HILL
FISCAL YEAR 2

19

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	LAST YEARS ACTUALS	Y-T-D ACTUAL	ADOPTED BUDGET	AMENDED BUDGET	Adjustment
FUND 001 GENERAL F	UND					
001-0000-311.10-00	CURRENT AD-VALOREM TAXES	2,576,232.00	2,459,259.00	2,724,600.00	2,724,600.00	-
001-0000-311.20-00	DELINQUENT AD-VALOREM TAX	3,723.00	610.00	4,000.00	4,000.00	-
001-0000-312.41-00	1ST LOCAL OPTION FUEL TAX	182,058.00	74,574.00	169,000.00	169,000.00	-
001-0000-312.51-00	FIRE INS/FIRE PENSION	41,663.00	-	55,100.00	55,100.00	-
001-0000-312.52-00	INS TAX/POLICE PENSION	117,012.00	-	102,000.00	102,000.00	-
001-0000-314.10-00	ELECTRICITY	1,042,000.00	475,997.00	934,000.00	934,000.00	-
001-0000-314.30-00	WATER UTILITY TAX	290,767.00	156,737.00	267,000.00	267,000.00	-
001-0000-314.40-00	NATURAL GAS UTILITY TAX	15,777.00	8,444.00	16,000.00	16,000.00	-
001-0000-314.80-00	PROPANE UTILITY TAX	16,179.00	8,397.00	14,000.00	14,000.00	-
001-0000-315.10-00	TELECOMMUNICATIONS	374,221.00	158,771.00	370,900.00	370,900.00	-
001-0000-316.00-00	LOCAL BUSINESS TAX	238,401.00	183,379.00	210,000.00	210,000.00	-
001-0000-323.10-00	ELECTRICITY	765,787.00	391,246.00	763,000.00	763,000.00	-
001-0000-323.40-00	GAS	22,306.00	10,207.00	17,000.00	17,000.00	-
001-0000-323.91-00	TOWING SERVICE	16,865.00	11,243.00	16,800.00	16,800.00	-
001-0000-329.10-00	OTHER PERMITS AND FEES	4,120.00	3,205.00	8,000.00	8,000.00	-
001-0000-329.10-30	GOLF CART REGIST-RESIDENT	48.00	-	-	-	-
001-0000-329.10-40	APPLICATION FEE-BTR(OL)	5,377.00	3,340.00	-	3,340.00	3,340.00
001-0000-329.10-50	FOOD TRUCK DAILY PERMIT	-	80.00	-	80.00	80.00
001-0000-329.20-00	OL FIRE INSPECTION FEES	9,837.00	25,390.00	13,600.00	25,000.00	11,400.00
001-0000-331.11-00	FEMA-HMGP GRANT	-	-	43,000.00	43,000.00	-
001-0000-331.25-00	US DOT/FL DOT	-	6,428.00	40,000.00	40,000.00	-
001-0000-334.75-20	FRDAP GRANT	50,000.00	-	-	-	-
001-0000-334.75-30	FIND GRANT	2,769.00	-	341,100.00	341,100.00	-
001-0000-334.75-40	FWC GRANT	8,306.00	-	12,000.00	12,000.00	-
001-0000-335.12-00	STATE REVENUE SHARING	423,377.00	171,022.00	383,700.00	383,700.00	-
001-0000-335.14-00	MOBILE HOME LICENSES	15,120.00	11,853.00	14,500.00	14,500.00	-
001-0000-335.15-00	ALCOHOL BEVERAGE TAX	10,710.00	-	7,700.00	7,700.00	-
001-0000-335.18-00	LOCAL GOVT 1/2 CENT TAX	652,102.00	283,017.00	620,000.00	620,000.00	-
001-0000-335.21-00	FIREFIGHTER SUPPL. COMP.	6,073.00	2,400.00	4,400.00	4,400.00	-
001-0000-337.20-10	REMOVAL-DERELICT VEHICLES	-	-	-	-	-
001-0000-337.71-10	ECHO GRANT	45.00	-	327,600.00	327,600.00	-
001-0000-338.20-00	CITY SHARE/COUNTY BUS TAX	10,736.00	1,763.00	8,800.00	8,800.00	-
001-0000-342.10-10	COPIES/POLICE RPTS/OTHER	2,445.00	1,782.00	2,000.00	2,500.00	500.00
001-0000-342.10-20	FINGERPRINTS/FALSE ALARMS	2,595.00	255.00	200.00	300.00	100.00
001-0000-342.20-10	FALSE FIRE ALARMS	-	1,200.00	-	1,500.00	1,500.00
001-0000-342.20-20	FIRE PLAN REVIEW FEES	990.00	975.00	1,000.00	1,500.00	500.00
001-0000-344.90-10	MEDIAN MAINTENANCE-DOT	25,032.00	12,516.00	31,800.00	31,800.00	-
001-0000-344.90-12	TRAFFIC SIGNAL MAINT-DOT	36,000.00	36,976.00	36,000.00	36,976.00	976.00
001-0000-344.90-15	HWY LIGHTING MAINT - DOT	34,796.00	-	34,800.00	34,800.00	-
001-0000-347.21-00	PROGRAM ACTIVITY FEES	4,829.00	3,913.00	7,300.00	7,300.00	-
001-0000-347.40-50	REGISTRATION FEES	-	-	3,000.00	3,000.00	-
001-0000-347.43-00	PROMOTIONAL ACTIVITY	753.00	623.00	900.00	900.00	-
001-0000-347.53-00	SICA HALL REVENUES	8,927.00	4,800.00	8,000.00	8,000.00	-
001-0000-349.20-00	LAND DEVELOPMENT(BOPA)	300.00	125.00	-	125.00	125.00
001-0000-349.20-10	COMP PLAN AMENDMENTS	2,000.00	4,000.00	2,000.00	5,000.00	3,000.00
001-0000-349.20-20	REZONING	2,400.00	4,400.00	1,000.00	4,400.00	3,400.00
001-0000-349.20-50	SUBDIVISION	2,000.00	-	500.00	500.00	-
001-0000-349.20-71	RESIDENTIAL VARIANCE	2,100.00	700.00	500.00	1,000.00	500.00
001-0000-349.20-72	NON-RESIDENTIAL VARIANCE	-	500.00	500.00	500.00	-
001-0000-349.20-80	ZONING VERIFICATION LETTR	275.00	500.00	200.00	500.00	300.00
001-0000-349.21-00	PASS-THRU LEG.ADS,ADV,LEG	2,250.00	-	3,600.00	3,600.00	-
001-0000-349.40-00	CERTIFICATN/COPIES/RESRCH	8,846.00	4,783.00	7,000.00	7,000.00	-
001-0000-349.50-30	SITE PLAN REVIEW	3,600.00	1,200.00	2,000.00	2,000.00	-
001-0000-349.50-40	SPECIAL EXCEPTION	1,500.00	500.00	1,000.00	1,000.00	-
001-0000-351.20-00	CIRCUIT COURT-CRIMINAL	6,245.00	2,318.00	3,100.00	3,100.00	-
001-0000-351.20-30	POLICE EDUCATION	162.00	128.00	100.00	200.00	100.00
001-0000-351.50-00	TRAFFIC COURT	9,531.00	3,691.00	13,500.00	13,500.00	-

Attachment: Mid Year Rev & Exp YTD (2034 : FY 2018 Mid-Year Budget)

001-0000-351.50-30	POLICE EDUCATION	1,288.00	510.00	1,900.00	1,900.00	-
001-0000-351.90-00	OTHER	8.00	8.00	-	-	-
001-0000-354.00-00	LOCAL ORDINANCE VIOLATION	42,061.00	110,245.00	20,000.00	130,000.00	110,000.00
001-0000-361.10-00	INVESTMENTS	6,380.00	3,258.00	4,000.00	6,000.00	2,000.00
001-0000-361.15-00	STI - SUNTRUST INVESTMENT	3,794.00	4,456.00	200.00	8,000.00	7,800.00
001-0000-361.20-00	SBA ACCOUNTS	3.00	-	-	-	-
001-0000-364.41-00	SALE OF FIXED ASSETS	3,184.00	20,565.00	-	25,000.00	25,000.00
001-0000-366.90-00	CONTRIB/GRANTS/DONATIONS	10,800.00	300.00	-	500.00	500.00
001-0000-366.90-40	SAFETY GRANT-INS SPONSR'D	-	5,000.00	-	5,000.00	5,000.00
001-0000-366.90-50	SPONSORSHIPS	30,025.00	150.00	1,500.00	500.00	(1,000.00)
001-0000-366.90-90	RCYCLD ELECTRNCS DONATION	204.00	423.00	-	500.00	500.00
001-0000-367.10-01	DOG TAGS	50.00	-	-	-	-
001-0000-369.20-10	COLLECTIONS ADMIN FEE	10,920.00	2,345.00	10,000.00	5,000.00	(5,000.00)
001-0000-369.20-20	COLLECTION AGENCY FEES	26,608.00	3,393.00	20,000.00	10,000.00	(10,000.00)
001-0000-369.30-30	INSURANCE	21,528.00	19,371.00	-	20,000.00	20,000.00
001-0000-369.80-10	SUNTRUST P-CARD REBATES	13,859.00	10,498.00	28,000.00	20,000.00	(8,000.00)
001-0000-369.90-00	MISC REVENUES	7,363.00	3,103.00	7,500.00	6,000.00	(1,500.00)
001-0000-380.10-00	APPROPRIATED FUND BAL	-	-	1,019,900.00	1,032,400.00	12,500.00
001-0000-381.10-00	TRANSFER FRM W&S FUND	601,900.00	343,198.00	588,100.00	588,100.00	-
001-0000-381.61-00	TRANS FRM GEN IMPACT FEES	-	-	-	-	-
001-0000-381.70-00	TRANSFER FRM SOLID WASTE	140,700.00	82,075.00	140,700.00	140,700.00	-
001-0000-381.75-00	TRANSFER FRM STORMWATER	87,000.00	50,750.00	87,000.00	87,000.00	-
001-0000-381.90-00	TRANS FRM OTHER FUNDS	834.00	-	-	-	-
			5,192,895.00	9,576,600.00	9,760,221.00	183,621.00
001-1101-511.11-00	EXECUTIVE SALARIES	43,152.00	24,369.00	44,000.00	44,000.00	-
001-1101-511.21-00	FICA/MEDICARE TAXES	1,155.00	566.00	3,400.00	1,500.00	(1,900.00)
001-1101-511.23-00	LIFE & HEALTH INSURANCE	37,161.00	24,574.00	44,600.00	44,600.00	-
001-1101-511.24-00	WORKERS COMP INSURANCE	99.00	71.00	100.00	100.00	-
001-1101-511.40-01	REGULAR TRAVEL	4,843.00	821.00	2,000.00	2,000.00	-
001-1101-511.42-00	POSTAGE, FRT, EXPRESS	-	-	100.00	100.00	-
001-1101-511.47-00	PRINTING & BINDING	448.00	49.00	500.00	500.00	-
001-1101-511.49-01	MISC EXPENSE	165.00	-	-	-	-
001-1101-511.49-10	OTHER SPECIAL COSTS	34,829.00	-	25,000.00	25,000.00	-
001-1101-511.52-05	MEETING EXPENSE	333.00	182.00	300.00	300.00	-
001-1101-511.52-20	CLOTHING & EQUIPMENT	355.00	-	500.00	500.00	-
001-1101-511.54-00	BOOKS/PUBL/SUBSCR/MEMBERS	4,290.00	3,231.00	4,200.00	4,200.00	-
001-1101-511.55-01	TRAINING & EDUCATION COST	3,780.00	1,041.00	5,000.00	5,000.00	-
001-1201-512.11-00	EXECUTIVE SALARIES	148,688.00	83,685.00	151,400.00	151,400.00	-
001-1201-512.12-00	REGULAR SALARIES & WAGE	51,409.00	29,180.00	53,100.00	53,100.00	-
001-1201-512.14-00	OVERTIME	3,081.00	-	-	-	-
001-1201-512.21-00	FICA TAXES	13,087.00	7,107.00	15,800.00	14,000.00	(1,800.00)
001-1201-512.22-00	RETIREMENT CONTRIBUTION	35,874.00	20,589.00	37,300.00	37,300.00	-
001-1201-512.23-00	LIFE & HEALTH INSURANCE	17,954.00	11,552.00	18,700.00	18,700.00	-
001-1201-512.24-00	WORKERS COMP INSURANCE	397.00	286.00	400.00	400.00	-
001-1201-512.25-00	UNEMPLOYMENT COMP	-	-	-	-	-
001-1201-512.31-01	PROFESSIONAL SERVICES	11,250.00	11,250.00	-	11,250.00	11,250.00
001-1201-512.31-50	LEGAL/OFFICIAL ADVERTISNG	16,845.00	7,620.00	17,000.00	15,000.00	(2,000.00)
001-1201-512.34-00	OTHER SERVICES	17,746.00	12,069.00	15,000.00	17,000.00	2,000.00
001-1201-512.40-01	REGULAR TRAVEL	1,700.00	469.00	2,800.00	2,800.00	-
001-1201-512.41-00	COMMUNICATION SERVICES	600.00	335.00	600.00	600.00	-
001-1201-512.42-00	POSTAGE, FRT, EXPRESS	454.00	60.00	500.00	500.00	-
001-1201-512.44-00	RENTALS & LEASES	1,450.00	757.00	1,400.00	1,400.00	-
001-1201-512.46-11	MAINTENANCE CONTRACTS	716.00	349.00	700.00	700.00	-
001-1201-512.47-00	PRINTING & BINDING	436.00	664.00	2,600.00	2,600.00	-
001-1201-512.48-10	PROMO ACT.-SPECIAL EVENTS	406.00	306.00	1,500.00	1,500.00	-
001-1201-512.49-01	MISC EXPENSE	3,561.00	2,511.00	4,900.00	4,900.00	-
001-1201-512.49-60	ELECTION EXPENSE	-	-	12,000.00	12,000.00	-
001-1201-512.51-00	OFFICE SUPPLIES	2,675.00	956.00	3,000.00	3,000.00	-
001-1201-512.52-05	MEETING EXPENSE	-	-	300.00	300.00	-
001-1201-512.52-19	UNIFORMS	200.00	200.00	200.00	200.00	-
001-1201-512.52-20	CLOTHING & EQUIPMENT	29.00	-	-	-	-

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001-1201-512.54-00	BOOKS/PUBL/SUBSCR/MEMBERS	1,830.00	2,598.00	2,000.00	3,000.00	1,000.00
001-1201-512.55-01	TRAINING & EDUCATION COST	2,016.00	814.00	3,800.00	3,800.00	-
001-1201-512.82-00	PRIVATE ORG.GRANTS/CONTRB	250.00	-	300.00	300.00	-
001-1201-514.31-01	PROFESSIONAL SERVICES	51,757.00	32,626.00	100,000.00	100,000.00	-
001-1201-515.31-01	PROFESSIONAL SERVICES	71,868.00	5,225.00	10,000.00	10,000.00	-
001-1301-513.11-00	EXECUTIVE SALARIES	107,925.00	62,038.00	110,200.00	110,200.00	-
001-1301-513.12-00	REGULAR SALARIES & WAGE	171,920.00	192,755.00	365,700.00	252,500.00	(113,200.00)
001-1301-513.13-00	OTHER SALARIES & WAGES	-	39.00	-	-	-
001-1301-513.14-00	OVERTIME	-	147.00	500.00	200.00	(300.00)
001-1301-513.21-00	FICA/MEDICARE TAXES	20,366.00	18,655.00	36,700.00	27,900.00	(8,800.00)
001-1301-513.22-00	RETIREMENT CONTRIBUTION	22,454.00	19,709.00	39,200.00	30,200.00	(9,000.00)
001-1301-513.23-00	LIFE & HEALTH INSURANCE	39,171.00	44,968.00	98,000.00	61,900.00	(36,100.00)
001-1301-513.24-00	WORKERS COMP INSURANCE	598.00	643.00	900.00	700.00	(200.00)
001-1301-513.25-00	UNEMPLOYMENT COMP	-	-	-	-	-
001-1301-513.32-00	ACCOUNTING & AUDITING	45,215.00	47,600.00	61,700.00	49,700.00	(12,000.00)
001-1301-513.34-00	OTHER SERVICES	19,735.00	7,703.00	19,500.00	19,500.00	-
001-1301-513.40-01	REGULAR TRAVEL	3,802.00	477.00	4,700.00	4,700.00	-
001-1301-513.41-00	COMMUNICATION SERVICES	600.00	310.00	600.00	600.00	-
001-1301-513.42-00	POSTAGE, FRT, EXPRESS	27,729.00	9,303.00	40,000.00	2,500.00	(37,500.00)
001-1301-513.44-00	RENTALS & LEASES	6,679.00	2,391.00	5,200.00	2,400.00	(2,800.00)
001-1301-513.46-01	REPAIRS & MAINTENANCE	72.00	-	400.00	400.00	-
001-1301-513.46-11	MAINTENANCE CONTRACTS	1,334.00	656.00	1,500.00	800.00	(700.00)
001-1301-513.47-00	PRINTING & BINDING	10,379.00	2,918.00	10,000.00	1,300.00	(8,700.00)
001-1301-513.49-01	MISC EXPENSE	-	-	500.00	500.00	-
001-1301-513.49-59	BAD DEBT EXPENSE	2,038.00	934.00	20,000.00	-	(20,000.00)
001-1301-513.51-00	OFFICE SUPPLIES	4,800.00	2,067.00	6,300.00	5,700.00	(600.00)
001-1301-513.52-01	OPERATING SUPPLIES	47.00	-	100.00	-	(100.00)
001-1301-513.52-05	MEETING EXPENSE	-	-	200.00	200.00	-
001-1301-513.52-19	UNIFORM EXPENSE	800.00	1,600.00	1,600.00	1,200.00	(400.00)
001-1301-513.52-20	CLOTHING & EQUIP	417.00	515.00	1,000.00	-	(1,000.00)
001-1301-513.54-00	BOOKS/PUBL/SUBSCR/MEMBERS	405.00	85.00	1,400.00	1,400.00	-
001-1301-513.55-01	TRAINING & EDUCATION COST	1,535.00	1,022.00	2,300.00	2,900.00	600.00
001-1303-513.12-00	REGULAR SALARIES & WAGE	110,607.00	164.00	-	113,200.00	113,200.00
001-1303-513.14-00	OVERTIME	50.00	-	-	300.00	300.00
001-1303-513.21-00	FICA/MEDICARE TAXES	8,275.00	13.00	-	8,800.00	8,800.00
001-1303-513.22-00	RETIREMENT CONTRIBUTION	8,563.00	13.00	-	9,000.00	9,000.00
001-1303-513.23-00	LIFE & HEALTH INSURANCE	33,831.00	-	-	36,100.00	36,100.00
001-1303-513.24-00	WORKERS COMP INSURANCE	297.00	48.00	-	200.00	200.00
001-1303-513.25-00	UNEMPLOYMENT COMP	-	-	-	-	-
001-1303-513.34-00	OTHER SERVICES	-	2,988.00	-	19,500.00	19,500.00
001-1303-513.40-01	REGULAR TRAVEL	-	-	-	250.00	250.00
001-1303-513.42-00	POSTAGE, FRT, EXPRESS	-	3,596.00	-	37,500.00	37,500.00
001-1303-513.44-00	F&A / Rental & Leases	-	-	-	2,800.00	2,800.00
001-1303-513.46-11	Repairs & Maintenace / Maintenance Contracts	-	-	-	700.00	700.00
001-1303-513.47-00	PRINTING & BINDING	-	1,315.00	-	8,700.00	8,700.00
001-1303-513.49-59	Other Charges / Bad Debit Expense	-	-	-	20,000.00	20,000.00
001-1303-513.51-00	OFFICE SUPPLIES	-	76.00	-	-	-
001-1303-513.52-01	Operating Supplies / Operating Supplies	-	-	-	100.00	100.00
001-1303-513.52-19	UNIFORM EXPENSE	500.00	-	-	400.00	400.00
001-1303-513.52-20	OPERATING SUPPLIES / CLOTHING	-	-	-	1,000.00	1,000.00
001-1303-513.55-01	TRAINING & EDUCATION COST	-	-	-	600.00	600.00
001-1306-516.12-00	REGULAR SALARIES & WAGE	76,510.00	44,398.00	79,400.00	-	(79,400.00)
001-1306-516.13-00	OTHER SALARIES & WAGES	18,900.00	514.00	22,100.00	-	(22,100.00)
001-1306-516.21-00	FICA/MEDICARE TAXES	7,384.00	3,381.00	7,900.00	-	(7,900.00)
001-1306-516.22-00	RETIREMENT CONTRIBUTION	7,257.00	3,464.00	8,000.00	-	(8,000.00)
001-1306-516.23-00	LIFE & HEALTH INSURANCE	8,908.00	5,734.00	9,400.00	-	(9,400.00)
001-1306-516.24-00	WORKERS COMP INSURANCE	198.00	143.00	200.00	-	(200.00)
001-1306-516.25-00	UNEMPLOYMENT COMP	-	-	-	-	-
001-1306-516.34-00	OTHER SERVICES	70,387.00	66,138.00	101,100.00	-	(101,100.00)
001-1306-516.40-01	REGULAR TRAVEL	306.00	44.00	2,300.00	-	(2,300.00)
001-1306-516.41-00	COMMUNICATION SERVICES	36,169.00	17,335.00	60,500.00	-	(60,500.00)
001-1306-516.42-00	POSTAGE, FRT, EXPRESS	-	44.00	200.00	-	(200.00)
001-1306-516.44-00	RENTALS & LEASES	5,496.00	-	5,500.00	-	(5,500.00)

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001-1306-516.46-01	REPAIRS & MAINTENANCE	3,542.00	562.00	5,000.00	-	(5,000.00)
001-1306-516.46-02	COMPUTERS	724.00	437.00	1,000.00	-	(1,000.00)
001-1306-516.46-11	MAINTENANCE CONTRACTS	6,132.00	-	700.00	-	(700.00)
001-1306-516.47-00	PRINTING & BINDING	82.00	-	-	-	-
001-1306-516.51-00	OFFICE SUPPLIES	407.00	106.00	500.00	-	(500.00)
001-1306-516.52-01	OPERATING SUPPLIES	-	496.00	-	-	-
001-1306-516.52-02	COMPUTERS	10,218.00	16,630.00	34,000.00	-	(34,000.00)
001-1306-516.52-19	UNIFORM EXPENSE	200.00	200.00	200.00	-	(200.00)
001-1306-516.52-64	MACH/EQUIP CAPITAL-LIKE	9,980.00	7,790.00	10,000.00	-	(10,000.00)
001-1306-516.54-00	BOOKS/PUBL/SUBSCR/MEMBERS	301.00	400.00	200.00	-	(200.00)
001-1306-516.55-01	TRAINING & EDUCATION COST	983.00	75.00	600.00	-	(600.00)
001-1306-516.64-00	MACHINERY & EQUIPMENT	-	-	-	-	-
001-1310-513.12-00	REGULAR SALARIES & WAGE	66,351.00	38,069.00	68,600.00	68,600.00	-
001-1310-513.21-00	FICA/MEDICARE TAXES	4,667.00	2,684.00	5,400.00	4,750.00	(650.00)
001-1310-513.22-00	RETIREMENT CONTRIBUTION	5,053.00	2,975.00	5,400.00	5,200.00	(200.00)
001-1310-513.23-00	LIFE & HEALTH INSURANCE	8,289.00	4,837.00	9,300.00	8,500.00	(800.00)
001-1310-513.24-00	WORKERS COMP INSURANCE	198.00	6,746.00	200.00	7,500.00	7,300.00
001-1310-513.25-00	UNEMPLOYMENT COMP	-	-	15,000.00	7,500.00	(7,500.00)
001-1310-513.31-01	PROFESSIONAL SERVICES	47,476.00	28,663.00	45,000.00	45,000.00	-
001-1310-513.34-30	EMPLOY ADS/JOB OPPORTUNIT	120.00	199.00	1,500.00	1,500.00	-
001-1310-513.40-01	REGULAR TRAVEL	574.00	-	1,000.00	1,000.00	-
001-1310-513.41-00	COMMUNICATION SERVICES	600.00	335.00	600.00	600.00	-
001-1310-513.42-00	POSTAGE, FRT, EXPRESS	144.00	139.00	500.00	500.00	-
001-1310-513.44-00	RENTALS & LEASES	637.00	378.00	700.00	700.00	-
001-1310-513.45-00	INSURANCE/NON-EMPLOYEE	192,608.00	132,745.00	194,400.00	194,400.00	-
001-1310-513.45-01	INSURANCE CONTINGENCY	1,000.00	-	7,500.00	7,500.00	-
001-1310-513.46-11	MAINTENANCE CONTRACTS	311.00	175.00	400.00	400.00	-
001-1310-513.49-10	OTHER SPECIAL COSTS	-	-	17,000.00	17,000.00	-
001-1310-513.49-29	OTHER PERSONAL SERVICES	2,299.00	1,820.00	4,600.00	4,600.00	-
001-1310-513.51-00	OFFICE SUPPLIES	122.00	-	500.00	500.00	-
001-1310-513.52-19	UNIFORM EXPENSE	200.00	200.00	200.00	200.00	-
001-1310-513.54-00	BOOKS/PUBL/SUBSCR/MEMBERS	728.00	304.00	900.00	900.00	-
001-1310-513.55-01	TRAINING & EDUCATION COST	2,125.00	-	5,500.00	5,500.00	-
001-1310-514.31-01	PROFESSIONAL SERVICES	466.00	110.00	25,000.00	25,000.00	-
001-2110-521.11-00	EXECUTIVE SALARIES	80,964.00	47,062.00	83,400.00	83,400.00	-
001-2110-521.12-00	REGULAR SALARIES & WAGE	1,006,331.00	542,874.00	935,400.00	935,400.00	-
001-2110-521.13-00	OTHER SALARIES & WAGES	53,752.00	35,716.00	70,000.00	70,000.00	-
001-2110-521.14-00	OVERTIME	95,606.00	68,284.00	95,800.00	98,300.00	2,500.00
001-2110-521.15-00	INCENTIVE PAY	13,794.00	8,716.00	13,200.00	13,200.00	-
001-2110-521.21-00	FICA TAXES	93,530.00	52,298.00	88,400.00	88,400.00	-
001-2110-521.22-00	RETIREMENT CONTRIBUTION	467,429.00	206,392.00	517,100.00	517,100.00	-
001-2110-521.23-00	LIFE & HEALTH INSURANCE	191,159.00	109,425.00	217,900.00	217,900.00	-
001-2110-521.24-00	WORKERS COMP INSURANCE	27,146.00	18,954.00	28,000.00	28,000.00	-
001-2110-521.25-00	UNEMPLOYMENT COMP	-	-	-	-	-
001-2110-521.31-01	PROFESSIONAL SERVICES	4,354.00	3,828.00	6,000.00	6,000.00	-
001-2110-521.31-50	LEGAL/OFFICIAL ADVERTISNG	-	-	-	-	-
001-2110-521.34-00	OTHER SERVICES	12,950.00	472.00	3,200.00	3,200.00	-
001-2110-521.34-90	HUMANE SOCIETY SERVICES	-	-	-	-	-
001-2110-521.35-00	INVESTIGATION COSTS	62.00	68.00	1,500.00	1,500.00	-
001-2110-521.40-01	REGULAR TRAVEL	1,931.00	882.00	4,500.00	4,500.00	-
001-2110-521.41-00	COMMUNICATION SERVICES	4,317.00	2,340.00	4,800.00	4,800.00	-
001-2110-521.42-00	POSTAGE, FRT, EXPRESS	191.00	83.00	500.00	500.00	-
001-2110-521.44-00	RENTALS & LEASES	2,654.00	999.00	2,400.00	2,400.00	-
001-2110-521.46-01	REPAIRS & MAINTENANCE	1,644.00	312.00	3,900.00	3,900.00	-
001-2110-521.46-11	MAINTENANCE CONTRACTS	9,745.00	7,538.00	10,500.00	10,500.00	-
001-2110-521.46-50	VEHICLE REPAIRS	43,397.00	16,390.00	35,000.00	35,000.00	-
001-2110-521.46-59	PORTN OF 4650 REIMB BY EE	(10,685.00)	(6,015.00)	-	-	-
001-2110-521.47-00	PRINTING & BINDING	788.00	-	1,500.00	1,500.00	-
001-2110-521.49-01	MISC EXPENSE	369.00	75.00	-	-	-
001-2110-521.51-00	OFFICE SUPPLIES	2,012.00	883.00	3,500.00	3,500.00	-
001-2110-521.52-01	OPERATING SUPPLIES	8,102.00	4,139.00	7,500.00	7,500.00	-
001-2110-521.52-05	MEETING EXPENSE	-	-	900.00	900.00	-
001-2110-521.52-19	UNIFORM EXPENSE	6,237.00	4,146.00	6,800.00	6,800.00	-

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001-2110-521.52-20	CLOTHING & EQUIP	12,377.00	4,254.00	23,000.00	23,000.00	-
001-2110-521.52-21	PROGRAM EXPENSE	-	-	500.00	500.00	-
001-2110-521.52-50	FUEL & OIL SUPPLIES	66,206.00	39,285.00	87,600.00	87,600.00	-
001-2110-521.54-00	BOOKS/PUBL/SUBSCR/MEMBERS	1,229.00	720.00	1,300.00	1,300.00	-
001-2110-521.55-01	TRAINING & EDUCATION COST	5,913.00	4,924.00	10,500.00	10,500.00	-
001-2110-521.55-20	2ND DOLLAR FUND	2,096.00	775.00	3,600.00	3,600.00	-
001-2110-521.56-10	VIP PROGRAM EXPENSE	45.00	157.00	500.00	500.00	-
001-2110-521.82-00	PRIVATE ORG.GRANTS/CONTRB	-	800.00	800.00	800.00	-
001-2210-522.11-00	EXECUTIVE SALARIES	89,535.00	50,808.00	91,400.00	91,400.00	-
001-2210-522.12-00	REGULAR SALARIES & WAGE	553,025.00	303,764.00	586,900.00	586,900.00	-
001-2210-522.14-00	OVERTIME	86,440.00	51,361.00	97,300.00	97,300.00	-
001-2210-522.15-00	INCENTIVE PAY	4,416.00	2,688.00	4,400.00	4,400.00	-
001-2210-522.21-00	FICA TAXES	53,412.00	29,816.00	59,400.00	59,400.00	-
001-2210-522.22-00	RETIREMENT CONTRIBUTION	260,735.00	130,154.00	303,900.00	303,900.00	-
001-2210-522.23-00	LIFE & HEALTH INSURANCE	111,053.00	66,144.00	118,500.00	118,500.00	-
001-2210-522.24-00	WORKERS COMP INSURANCE	22,814.00	11,298.00	23,600.00	23,600.00	-
001-2210-522.25-00	UNEMPLOYMENT COMP	-	-	-	-	-
001-2210-522.31-01	PROFESSIONAL SERVICES	784.00	-	6,400.00	6,400.00	-
001-2210-522.34-00	OTHER SERVICES	420.00	245.00	500.00	500.00	-
001-2210-522.40-01	REGULAR TRAVEL	257.00	240.00	300.00	300.00	-
001-2210-522.41-00	COMMUNICATION SERVICES	600.00	335.00	600.00	600.00	-
001-2210-522.42-00	POSTAGE, FRT, EXPRESS	162.00	69.00	400.00	400.00	-
001-2210-522.44-00	RENTALS & LEASES	17,059.00	8,684.00	15,000.00	15,000.00	-
001-2210-522.46-01	REPAIRS & MAINTENANCE	3,708.00	1,855.00	6,700.00	6,700.00	-
001-2210-522.46-11	MAINTENANCE CONTRACTS	3,929.00	2,048.00	3,200.00	3,200.00	-
001-2210-522.46-50	VEHICLE REPAIRS	9,889.00	3,671.00	15,000.00	15,000.00	-
001-2210-522.47-00	PRINTING & BINDING	235.00	235.00	1,000.00	1,000.00	-
001-2210-522.49-01	MISC EXPENSE	-	59.00	-	-	-
001-2210-522.49-10	OTHER SPECIAL COSTS	2,881.00	-	-	-	-
001-2210-522.51-00	OFFICE SUPPLIES	711.00	364.00	800.00	800.00	-
001-2210-522.52-01	OPERATING SUPPLIES	12,301.00	10,262.00	28,500.00	31,000.00	2,500.00
001-2210-522.52-05	MEETING EXPENSE	272.00	-	300.00	300.00	-
001-2210-522.52-06	TRAINING SUPPLIES	524.00	-	2,000.00	2,000.00	-
001-2210-522.52-19	UNIFORM EXPENSE	5,119.00	3,451.00	6,500.00	6,500.00	-
001-2210-522.52-50	FUEL & OIL SUPPLIES	9,116.00	5,505.00	10,300.00	10,300.00	-
001-2210-522.52-70	EMS SUPPLIES	8,977.00	2,917.00	12,000.00	12,000.00	-
001-2210-522.52-90	FIRE PREVENTION SUPPLIES	474.00	-	1,000.00	1,000.00	-
001-2210-522.54-00	BOOKS/PUBL/SUBSCR/MEMBERS	375.00	331.00	1,200.00	1,200.00	-
001-2210-522.55-01	TRAINING & EDUCATION COST	4,397.00	3,958.00	12,700.00	12,700.00	-
001-2210-522.64-00	MACHINERY & EQUIPMENT	-	-	-	-	-
001-2410-515.12-00	REGULAR SALARIES & WAGE	-	37,939.00	69,100.00	65,000.00	(4,100.00)
001-2410-515.21-00	FICA/MEDICARE TAXES	-	2,908.00	5,400.00	5,400.00	-
001-2410-515.22-00	RETIREMENT CONTRIBUTION	-	3,005.00	5,500.00	5,500.00	-
001-2410-515.23-00	LIFE & HEALTH INSURANCE	-	4,768.00	9,300.00	9,300.00	-
001-2410-515.24-00	WORKERS COMP INSURANCE	-	95.00	200.00	200.00	-
001-2410-515.41-00	COMMUNICATION SERVICES	-	350.00	-	350.00	350.00
001-2410-515.52-19	UNIFORMS	-	200.00	-	200.00	200.00
001-2410-515.54-00	BOOKS/PUBL/SUBSCR/MEMBERS	-	75.00	-	75.00	75.00
001-2410-515.55-01	TRAINING & EDUCATION COST	-	-	-	2,500.00	2,500.00
001-2410-524.12-00	REGULAR SALARIES & WAGE	71,918.00	43,286.00	73,700.00	73,700.00	-
001-2410-524.13-00	OTHER SALARIES & WAGES	13,914.00	7,775.00	15,300.00	14,500.00	(800.00)
001-2410-524.14-00	OVERTIME	550.00	-	800.00	800.00	-
001-2410-524.21-00	FICA/MEDICARE TAXES	6,543.00	3,768.00	7,000.00	6,500.00	(500.00)
001-2410-524.22-00	RETIREMENT CONTRIBUTION	6,598.00	3,902.00	7,100.00	7,000.00	(100.00)
001-2410-524.23-00	LIFE & HEALTH INSURANCE	15,587.00	10,428.00	18,300.00	18,300.00	-
001-2410-524.24-00	WORKERS COMP INSURANCE	1,225.00	857.00	1,200.00	1,200.00	-
001-2410-524.31-01	PROFESSIONAL SERVICES	2,292.00	1,040.00	2,000.00	2,000.00	-
001-2410-524.31-50	LEGAL/OFFICIAL ADVERTISNG	661.00	263.00	1,000.00	1,000.00	-
001-2410-524.34-00	OTHER SERVICES	1,948.00	25.00	9,000.00	9,000.00	-
001-2410-524.34-90	HUMANE SOCIETY SERVICES	27,902.00	13,678.00	43,100.00	43,100.00	-
001-2410-524.40-01	REGULAR TRAVEL	-	-	900.00	900.00	-
001-2410-524.41-00	COMMUNICATION SERVICES	590.00	335.00	1,200.00	1,200.00	-
001-2410-524.42-00	POSTAGE, FRT, EXPRESS	1,660.00	647.00	1,200.00	1,200.00	-

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001-2410-524.44-00	RENTALS & LEASES	-	743.00	900.00	900.00	-
001-2410-524.46-01	REPAIRS & MAINTENANCE	-	-	100.00	100.00	-
001-2410-524.46-11	MAINTENANCE CONTRACTS	-	157.00	700.00	700.00	-
001-2410-524.46-50	VEHICLE REPAIRS	947.00	575.00	1,000.00	1,000.00	-
001-2410-524.47-00	PRINTING & BINDING	298.00	-	500.00	500.00	-
001-2410-524.51-00	OFFICE SUPPLIES	272.00	12.00	500.00	500.00	-
001-2410-524.52-01	OPERATING SUPPLIES	98.00	506.00	500.00	3,000.00	2,500.00
001-2410-524.52-19	UNIFORMS	-	-	200.00	200.00	-
001-2410-524.52-20	CLOTHING & EQUIP	269.00	20.00	800.00	800.00	-
001-2410-524.52-50	FUEL & OIL SUPPLIES	2,270.00	1,039.00	2,500.00	2,500.00	-
001-2410-524.54-00	BOOKS/PUBL/SUBSCR/MEMBERS	61.00	130.00	200.00	200.00	-
001-2410-524.55-01	TRAINING & EDUCATION COST	-	-	600.00	600.00	-
001-4141-541.11-00	EXECUTIVE SALARIES	20,996.00	13,720.00	21,700.00	21,700.00	-
001-4141-541.12-00	REGULAR SALARIES & WAGE	121,303.00	68,610.00	131,400.00	131,400.00	-
001-4141-541.14-00	OVERTIME	8,648.00	814.00	1,000.00	1,000.00	-
001-4141-541.21-00	FICA/MEDICARE TAXES	11,575.00	6,298.00	11,900.00	11,900.00	-
001-4141-541.22-00	RETIREMENT CONTRIBUTION	11,504.00	6,586.00	12,100.00	12,100.00	-
001-4141-541.23-00	LIFE & HEALTH INSURANCE	31,180.00	20,430.00	36,600.00	36,600.00	-
001-4141-541.24-00	WORKERS COMP INSURANCE	9,543.00	7,071.00	9,900.00	9,900.00	-
001-4141-541.25-00	UNEMPLOYMENT COMP	-	-	-	-	-
001-4141-541.31-01	PROFESSIONAL SERVICES	-	-	2,000.00	2,000.00	-
001-4141-541.40-01	REGULAR TRAVEL	-	-	300.00	300.00	-
001-4141-541.41-00	COMMUNICATION SERVICES	465.00	308.00	600.00	600.00	-
001-4141-541.42-00	POSTAGE, FRT, EXPRESS	-	-	500.00	500.00	-
001-4141-541.44-00	RENTALS & LEASES	1,097.00	659.00	3,000.00	3,000.00	-
001-4141-541.46-01	REPAIRS & MAINTENANCE	7,384.00	3,735.00	20,000.00	20,000.00	-
001-4141-541.46-10	TRAFFIC LIGHT REPAIRS	53,557.00	9,820.00	51,500.00	51,500.00	-
001-4141-541.46-12	STREET LIGHT REPAIRS	307.00	2,220.00	5,000.00	5,000.00	-
001-4141-541.49-10	OTHER SPECIAL COSTS	-	-	162,000.00	162,000.00	-
001-4141-541.49-20	TREE REMOVAL	3,150.00	-	12,000.00	12,000.00	-
001-4141-541.52-01	OPERATING SUPPLIES	2,275.00	1,426.00	5,100.00	5,100.00	-
001-4141-541.52-04	SMALL TOOLS & EQUIPMENT	824.00	694.00	1,500.00	4,000.00	2,500.00
001-4141-541.52-10	SIGNS & MATERIALS	10,625.00	4,765.00	11,000.00	11,000.00	-
001-4141-541.52-19	UNIFORM EXPENSE	771.00	478.00	1,200.00	1,200.00	-
001-4141-541.52-64	MACH/EQUIP CAPITAL-LIKE	900.00	-	-	-	-
001-4141-541.53-00	ROAD MATERIAL & SUPPLIES	568.00	5,253.00	12,000.00	12,000.00	-
001-4141-541.55-01	TRAINING & EDUCATION COST	753.00	-	3,000.00	3,000.00	-
001-4141-541.64-00	MACHINERY & EQUIPMENT	-	-	-	-	-
001-4150-519.40-01	TRAVEL & PER DIEM	1,846.00	353.00	2,200.00	2,200.00	-
001-4150-519.42-00	POSTAGE, FRT, EXPRESS	55.00	6.00	200.00	200.00	-
001-4150-519.44-00	RENTALS & LEASES	563.00	335.00	700.00	700.00	-
001-4150-519.46-01	REPAIRS & MAINTENANCE	-	-	1,000.00	1,000.00	-
001-4150-519.46-11	MAINTENANCE CONTRACTS	2,741.00	2,287.00	3,500.00	3,500.00	-
001-4150-519.47-00	PRINTING & BINDING	125.00	-	300.00	300.00	-
001-4150-519.49-10	OTHER SPECIAL COSTS	-	-	90,000.00	90,000.00	-
001-4150-519.51-00	OFFICE SUPPLIES	1,041.00	186.00	2,500.00	2,500.00	-
001-4150-519.52-01	OPERATING SUPPLIES	674.00	-	1,000.00	1,000.00	-
001-4150-519.54-00	BOOKS/PUBL/SUBSCR/MEMBERS	234.00	340.00	300.00	300.00	-
001-4150-519.55-01	TRAINING & EDUCATION COST	1,066.00	50.00	1,700.00	1,700.00	-
001-4160-519.12-00	REGULAR SALARIES & WAGE	115,202.00	64,516.00	118,300.00	-	(118,300.00)
001-4160-519.13-00	OTHER SALARIES & WAGES	219.00	-	-	-	-
001-4160-519.14-00	OVERTIME	2,912.00	693.00	600.00	-	(600.00)
001-4160-519.21-00	FICA/MEDICARE TAXES	9,090.00	4,971.00	9,300.00	-	(9,300.00)
001-4160-519.22-00	RETIREMENT CONTRIBUTION	9,001.00	5,165.00	9,400.00	-	(9,400.00)
001-4160-519.23-00	LIFE & HEALTH INSURANCE	26,322.00	16,961.00	27,200.00	-	(27,200.00)
001-4160-519.24-00	WORKERS COMP INSURANCE	3,382.00	2,500.00	3,500.00	-	(3,500.00)
001-4160-519.25-00	UNEMPLOYMENT COMP	-	-	-	-	-
001-4160-519.34-00	OTHER SERVICES	-	-	1,200.00	-	(1,200.00)
001-4160-519.40-01	REGULAR TRAVEL	60.00	-	400.00	-	(400.00)
001-4160-519.41-00	COMMUNICATION SERVICES	600.00	335.00	600.00	-	(600.00)
001-4160-519.42-00	POSTAGE, FRT, EXPRESS	21.00	-	500.00	-	(500.00)
001-4160-519.44-00	RENTALS & LEASES	591.00	-	1,500.00	-	(1,500.00)
001-4160-519.46-01	REPAIRS & MAINTENANCE	1,084.00	1,011.00	2,200.00	-	(2,200.00)

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001-4160-519.46-50	VEHICLE REPAIRS	16,813.00	6,115.00	11,100.00	-	(11,100.00)
001-4160-519.51-00	OFFICE SUPPLIES	127.00	240.00	600.00	-	(600.00)
001-4160-519.52-01	OPERATING SUPPLIES	4,475.00	2,156.00	6,100.00	-	(6,100.00)
001-4160-519.52-02	COMPUTERS	-	1,608.00	2,000.00	-	(2,000.00)
001-4160-519.52-04	SMALL TOOLS & EQUIPMENT	1,426.00	239.00	1,500.00	-	(1,500.00)
001-4160-519.52-19	UNIFORM EXPENSE	1,208.00	879.00	1,600.00	-	(1,600.00)
001-4160-519.52-50	FUEL & OIL SUPPLIES	14,544.00	6,087.00	27,900.00	-	(27,900.00)
001-4160-519.52-64	MACH/EQUIP CAPITAL-LIKE	435.00	-	4,600.00	-	(4,600.00)
001-4160-519.54-00	BOOKS/PUBL/SUBSCR/MEMBERS	145.00	240.00	400.00	-	(400.00)
001-4160-519.55-01	TRAINING & EDUCATION COST	829.00	-	2,500.00	-	(2,500.00)
001-4160-519.64-00	MACHINERY & EQUIPMENT	-	-	-	-	-
001-4172-572.11-00	EXECUTIVE SALARIES	20,996.00	13,720.00	21,700.00	21,700.00	-
001-4172-572.12-00	REGULAR SALARIES & WAGE	195,866.00	107,329.00	201,900.00	197,340.00	(4,560.00)
001-4172-572.13-00	OTHER SALARIES & WAGES	552.00	4,560.00	-	4,560.00	4,560.00
001-4172-572.14-00	OVERTIME	3,677.00	3,206.00	1,600.00	3,500.00	1,900.00
001-4172-572.21-00	FICA/MEDICARE TAXES	16,639.00	9,793.00	17,400.00	17,000.00	(400.00)
001-4172-572.22-00	RETIREMENT CONTRIBUTION	19,217.00	11,285.00	18,900.00	19,500.00	600.00
001-4172-572.23-00	LIFE & HEALTH INSURANCE	54,683.00	33,510.00	58,300.00	57,500.00	(800.00)
001-4172-572.24-00	WORKERS COMP INSURANCE	4,656.00	3,428.00	4,800.00	4,800.00	-
001-4172-572.31-01	PROFESSIONAL SERVICES	370.00	-	2,000.00	2,000.00	-
001-4172-572.34-00	OTHER SERVICES	92,087.00	61,923.00	118,400.00	118,400.00	-
001-4172-572.40-01	REGULAR TRAVEL	46.00	-	400.00	400.00	-
001-4172-572.41-00	COMMUNICATION SERVICES	1,009.00	558.00	1,200.00	1,200.00	-
001-4172-572.42-00	POSTAGE, FRT, EXPRESS	113.00	27.00	500.00	500.00	-
001-4172-572.43-01	UTILITY SERVICES	278,497.00	151,440.00	283,200.00	260,000.00	(23,200.00)
001-4172-572.44-00	RENTALS & LEASES	1,364.00	869.00	1,000.00	1,000.00	-
001-4172-572.46-01	REPAIRS & MAINTENANCE	84,967.00	36,361.00	99,400.00	99,400.00	-
001-4172-572.46-60	SMALL EQ REPAIR & MAINT	8,071.00	3,584.00	12,000.00	12,000.00	-
001-4172-572.46-63	REPAIR/MAINT CAPITAL-LIKE	-	32,334.00	20,000.00	20,000.00	-
001-4172-572.48-10	PROMO ACT.-SPECIAL EVENTS	2,625.00	3,774.00	3,000.00	4,000.00	1,000.00
001-4172-572.49-20	TREE REMOVAL	5,775.00	-	3,000.00	3,000.00	-
001-4172-572.51-00	OFFICE SUPPLIES	248.00	-	-	-	-
001-4172-572.52-01	OPERATING SUPPLIES	18,207.00	9,294.00	35,000.00	35,000.00	-
001-4172-572.52-04	SMALL TOOLS & EQUIPMENT	1,523.00	1,057.00	3,000.00	3,000.00	-
001-4172-572.52-10	SIGNS & MATERIALS	49.00	65.00	2,000.00	2,000.00	-
001-4172-572.52-19	UNIFORM EXPENSE	1,499.00	916.00	1,800.00	1,800.00	-
001-4172-572.52-50	FUEL & OIL SUPPLIES	253.00	92.00	3,900.00	3,900.00	-
001-4172-572.55-01	TRAINING & EDUCATION COST	154.00	-	1,100.00	1,100.00	-
001-8110-580.64-00	MACHINERY & EQUIPMENT	-	-	-	110,569.00	110,569.00
001-8110-581.05-01	TRANSFER TO IT	-	-	-	387,500.00	387,500.00
001-8110-581.05-02	TRANSFER TO FLEET	-	-	-	233,000.00	233,000.00
001-8110-581.91-04	TRANSFER TO PERMITTING	90,100.00	100,400.00	134,400.00	149,550.00	15,150.00
001-8110-581.91-60	TRANSFER TO CAPITAL PRJCT	1,243,400.00	896,583.00	1,544,700.00	1,027,500.00	(517,200.00)
001-8110-581.91-90	TRANSFER TO OTHER FUNDS	771.00	-	-	-	-
001-8110-589.99-10	CURRENT YEAR CARRYFORWARD	-	-	-	534,627.00	534,627.00
				9,576,600.00	9,760,221.00	183,621.00
				-	-	-
002-0000-312.42-10	2ND LOCAL OPTION FUEL TAX	134,345.00	55,344.00	114,500.00	114,500.00	-
002-0000-361.10-00	INVESTMENTS	2.00	-	100.00	100.00	-
002-0000-361.15-00	STI - SUNTRUST INVESTMENT	932.00	1,401.00	-	2,400.00	2,400.00
				114,600.00	117,000.00	2,400.00
002-4141-541.34-00	OTHER SERVICES	2.00	-	-	-	-
002-4141-541.46-01	REPAIRS & MAINTENANCE	-	-	-	117,000.00	117,000.00
002-4141-541.63-10	2nd LOCAL OPTION GAS TAX	-	-	114,600.00	-	(114,600.00)
				114,600.00	117,000.00	2,400.00
				-	-	-
004-0000-322.00-00	BUILDING PERMITS	3,071.00	1,608.00	1,000.00	1,000.00	-
004-0000-322.10-00	BUILDING	85,381.00	42,905.00	63,000.00	63,000.00	-
004-0000-322.11-00	ELECTRIC	7,911.00	4,831.00	13,000.00	13,000.00	-
004-0000-322.12-00	PLUMBING	2,787.00	2,374.00	8,000.00	8,000.00	-

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004-0000-322.13-00	MECHANICAL PERMITS	12,578.00	6,956.00	12,000.00	12,000.00	-
004-0000-329.10-00	OTHER PERMITS AND FEES	2,590.00	1,653.00	3,000.00	3,000.00	-
004-0000-329.10-11	APLIC FEE-RES BLDG PERMIT	22,180.00	10,645.00	14,000.00	14,000.00	-
004-0000-329.10-12	APLIC FEE-COM BLDG PERMIT	14,880.00	7,280.00	12,700.00	12,700.00	-
004-0000-329.10-13	APLIC FEE-RES ACCES STRCT	-	-	1,000.00	1,000.00	-
004-0000-329.20-00	OL FIRE INSPECTION FEES	2,820.00	1,410.00	-	-	-
004-0000-329.20-22	SECOND RE-INSPECTION	240.00	90.00	-	-	-
004-0000-329.20-23	THIRD RE-INSPECTION	-	-	-	-	-
004-0000-329.30-31	CHANGE SUB-CONTRACTOR FEE	50.00	50.00	-	-	-
004-0000-329.30-32	PLACARD FEE	2,778.00	1,371.00	2,000.00	2,000.00	-
004-0000-329.30-33	PLACARD REPLACEMENT FEE	120.00	100.00	-	-	-
004-0000-329.30-34	PERMIT RENEWAL (ACTIVE)	1,117.00	1,129.00	-	-	-
004-0000-361.10-00	INVESTMENTS	40.00	15.00	-	-	-
004-0000-369.90-00	MISC REVENUES	448.00	289.00	400.00	400.00	-
004-0000-381.60-00	TRANS FRM GEN FUND	90,100.00	100,400.00	134,400.00	149,550.00	15,150.00
004-0000-381.60-00	PRIOR YEAR APPROPRIATIONS	-	-	-	-	-
				264,500.00	279,650.00	15,150.00
004-4124-524.12-00	REGULAR SALARIES & WAGE	152,505.00	103,704.00	157,500.00	175,000.00	17,500.00
004-4124-524.14-00	OVERTIME	1,647.00	286.00	900.00	900.00	-
004-4124-524.21-00	FICA/MEDICARE TAXES	11,475.00	7,899.00	12,300.00	12,300.00	-
004-4124-524.22-00	RETIREMENT CONTRIBUTION	11,435.00	7,736.00	12,500.00	13,250.00	750.00
004-4124-524.23-00	LIFE & HEALTH INSURANCE	26,532.00	16,156.00	29,200.00	28,000.00	(1,200.00)
004-4124-524.24-00	WORKERS COMP INSURANCE	2,983.00	2,214.00	3,100.00	3,100.00	-
004-4124-524.31-01	PROFESSIONAL SERVICES	11,132.00	4,710.00	10,000.00	10,000.00	-
004-4124-524.34-00	OTHER SERVICES	14,454.00	15,153.00	15,200.00	15,200.00	-
004-4124-524.40-01	REGULAR TRAVEL	1,478.00	534.00	2,000.00	2,000.00	-
004-4124-524.41-00	COMMUNICATION SERVICES	610.00	335.00	600.00	600.00	-
004-4124-524.42-00	POSTAGE, FRT, EXPRESS	2,623.00	1,136.00	3,000.00	3,000.00	-
004-4124-524.44-00	RENTALS & LEASES	2,266.00	1,092.00	2,500.00	2,500.00	-
004-4124-524.46-11	MAINTENANCE CONTRACTS	1,988.00	1,370.00	2,000.00	2,000.00	-
004-4124-524.46-50	VEHICLE REPAIRS	448.00	885.00	1,500.00	1,500.00	-
004-4124-524.47-00	PRINTING & BINDING	539.00	49.00	1,500.00	100.00	(1,400.00)
004-4124-524.51-00	OFFICE SUPPLIES	1,313.00	971.00	1,500.00	1,500.00	-
004-4124-524.52-01	OPERATING SUPPLIES	-	-	500.00	500.00	-
004-4124-524.52-19	UNIFORMS	500.00	500.00	400.00	500.00	100.00
004-4124-524.52-20	CLOTHING & EQUIP	81.00	-	200.00	200.00	-
004-4124-524.52-50	FUEL & OIL SUPPLIES	1,988.00	1,095.00	2,600.00	2,000.00	(600.00)
004-4124-524.54-00	BOOKS/PUBL/SUBSCR/MEMBERS	615.00	1,940.00	2,000.00	2,000.00	-
004-4124-524.55-01	TRAINING & EDUCATION COST	685.00	525.00	3,500.00	3,500.00	-
				264,500.00	279,650.00	15,150.00
				-	-	-
005-0000-344.90-20	SIDEWALK FEE	2,399.00	585.00	-	600.00	600.00
005-0000-361.10-00	INVESTMENTS	19.00	10.00	-	10.00	10.00
				-	610.00	610.00
005-4141-541.34-00	OTHER SERVICES	16.00	8.00	-	-	-
005-8110-589.99-10	CURRENT YEAR CARRYFORWARD	-	-	-	610.00	610.00
				-	610.00	610.00
				-	-	-
010-0000-331.52-00	FEMA - HURRICANE REIMB	-	66,899.00	-	67,000.00	67,000.00
010-0000-334.52-00	FEMA - HURRICANE REIMB	-	11,150.00	-	11,150.00	11,150.00
				-	78,150.00	78,150.00
010-8110-589.99-10	CURRENT YEAR CARRYFORWARD	-	-	-	78,150.00	78,150.00
				-	78,150.00	78,150.00
				-	-	-
015-8110-580.49-90	CAT A-DEBRIS REMOVAL	-	216,553.00	-	217,000.00	217,000.00
				-	217,000.00	217,000.00

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015-8110-589.99-10	CURRENT YEAR CARRYFORWARD	-	-	-	217,000.00	217,000.00
				-	217,000.00	217,000.00
					-	-
101-0000-324.11-00	RESIDENTIAL-PUBLIC SAFETY	222.00	222.00	500.00	500.00	-
101-0000-324.12-00	COMMERCIAL-PUBLIC SAFETY	235.00	2,467.00	500.00	2,500.00	2,000.00
101-0000-361.15-00	STI - SUNTRUST INVESTMENT	368.00	363.00	-	400.00	400.00
				1,000.00	3,400.00	2,400.00
101-9010-590.99-01	BUDGET RESVE/CONTINGENCY	-	-	1,000.00	3,400.00	2,400.00
				1,000.00	3,400.00	2,400.00
				-	-	-
102-0000-324.11-00	RESIDENTIAL-PUBLIC SAFETY	255.00	255.00	500.00	500.00	-
102-0000-324.12-00	COMMERCIAL-PUBLIC SAFETY	85.00	3,355.00	500.00	3,500.00	3,000.00
102-0000-361.15-00	STI - SUNTRUST INVESTMENT	258.00	261.00	-	400.00	400.00
				1,000.00	4,400.00	3,400.00
102-9010-590.99-01	BUDGET RESVE/CONTINGENCY	-	-	1,000.00	4,400.00	3,400.00
				1,000.00	4,400.00	3,400.00
				-	-	-
103-0000-324.31-00	RESIDENTIAL-ROADS/TRANSP	421.00	421.00	500.00	500.00	-
103-0000-324.32-00	COMMERCIAL-ROADS/TRANSP	341.00	9,040.00	500.00	10,000.00	9,500.00
103-0000-361.15-00	STI - SUNTRUST INVESTMENT	514.00	515.00	-	750.00	750.00
103-0000-369.91-00	ADMINISTRATIVE FEE (1%)	4.00	95.00	-	100.00	100.00
				1,000.00	11,350.00	10,350.00
103-9010-590.99-01	BUDGET RESVE/CONTINGENCY	-	-	1,000.00	11,350.00	10,350.00
				1,000.00	11,350.00	10,350.00
				-	-	-
104-0000-324.61-00	RESIDENTIAL-PARKS/CULTURAL	712.00	712.00	1,000.00	1,000.00	-
104-0000-324.62-00	COMMERCIAL-PARKS/CULTURAL	-	-	1,000.00	1,000.00	-
104-0000-361.15-00	STI - SUNTRUST INVESTMENT	268.00	259.00	-	500.00	500.00
				2,000.00	2,500.00	500.00
104-9010-590.99-01	BUDGET RESVE/CONTINGENCY	-	-	2,000.00	2,500.00	500.00
				2,000.00	2,500.00	500.00
				-	-	-
110-0000-361.10-00	INVESTMENTS	150.00	42.00	-	50.00	50.00
110-0000-361.15-00	STI - SUNTRUST INVESTMENT	19.00	101.00	-	150.00	150.00
				-	200.00	200.00
110-2120-521.34-00	OTHER SERVICES	124.00	35.00	-	200.00	200.00
110-2120-521.52-01	OPERATING SUPPLIES	739.00	-	-	-	-
110-2120-521.64-00	MACHINERY & EQUIPMENT	27,789.00	-	-	-	-
110-2120-521.82-00	PRIVATE ORG.GRANTS/CONTRB	1,500.00	-	-	-	-
				-	200.00	200.00
					-	-
115-0000-347.21-00	PROGRAM ACTIVITY FEES	-	-	1,400.00	1,400.00	-
115-0000-361.10-00	INVESTMENTS	5.00	4.00	-	10.00	10.00
115-0000-366.90-10	EXPLORERS/VIP DONATIONS	1,177.00	1,293.00	-	1,300.00	1,300.00
115-0000-366.90-50	SPONSORSHIPS	-	650.00	-	650.00	650.00
				1,400.00	3,360.00	1,960.00

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115-2110-521.34-00	OTHER SERVICES	4.00	3.00	-	-	-
115-2110-521.52-20	CLOTHING & EQUIP	-	-	400.00	400.00	-
115-2110-521.52-21	PROGRAM EXPENSE	286.00	1,053.00	1,000.00	2,960.00	1,960.00
				1,400.00	3,360.00	1,960.00
				-	-	-
130-0000-311.10-00	CURRENT AD-VALOREM TAXES	1,025,065.00	1,112,665.00	1,112,600.00	1,112,600.00	-
130-0000-338.30-00	INTERGOVT SHARE OF TIF	1,104,619.00	1,137,614.00	1,137,600.00	1,137,614.00	14.00
130-0000-361.10-00	INVESTMENTS	6,235.00	3,283.00	4,000.00	4,000.00	-
130-0000-361.15-00	STI - SUNTRUST INVESTMENT	14,444.00	17,461.00	1,000.00	20,000.00	19,000.00
130-0000-362.40-10	MARKET LEASE REVENUE	77,595.00	-	76,500.00	-	(76,500.00)
130-0000-364.41-00	SALE OF FIXED ASSETS	686,025.00	-	-	-	-
130-0000-369.30-30	INSURANCE	2,682.00	1,000.00	-	1,000.00	1,000.00
130-0000-380.10-00	APPROPRIATED FUND BAL	-	-	4,149,500.00	4,149,500.00	-
				6,481,200.00	6,424,714.00	(56,486.00)
130-5510-514.31-01	PROFESSIONAL SERVICES	48,794.00	5,976.00	40,000.00	40,000.00	-
130-5510-552.12-00	REGULAR SALARIES & WAGE	59,963.00	34,026.00	95,300.00	60,000.00	(35,300.00)
130-5510-552.14-00	OVERTIME	-	-	700.00	700.00	-
130-5510-552.21-00	FICA/MEDICARE TAXES	4,622.00	2,619.00	7,400.00	7,400.00	-
130-5510-552.22-00	RETIREMENT CONTRIBUTION	4,579.00	2,695.00	7,600.00	7,600.00	-
130-5510-552.23-00	LIFE & HEALTH INSURANCE	8,265.00	4,825.00	18,300.00	10,000.00	(8,300.00)
130-5510-552.24-00	WORKERS COMP INSURANCE	198.00	143.00	200.00	200.00	-
130-5510-552.25-00	UNEMPLOYMENT COMP	-	-	-	-	-
130-5510-552.31-01	PROFESSIONAL SERVICES	-	-	30,000.00	-	(30,000.00)
130-5510-552.31-50	LEGAL/OFFICIAL ADVERTISNG	2,572.00	1,191.00	1,300.00	1,300.00	-
130-5510-552.34-00	OTHER SERVICES	43,947.00	24,497.00	132,500.00	115,700.00	(16,800.00)
130-5510-552.40-01	REGULAR TRAVEL	223.00	917.00	1,000.00	1,000.00	-
130-5510-552.41-00	COMMUNICATION SERVICES	600.00	335.00	600.00	600.00	-
130-5510-552.42-00	POSTAGE, FRT, EXPRESS	141.00	9.00	2,000.00	2,000.00	-
130-5510-552.43-01	UTILITY SERVICES	19,747.00	6,739.00	30,000.00	10,000.00	(20,000.00)
130-5510-552.44-00	RENTALS & LEASES	615.00	378.00	700.00	700.00	-
130-5510-552.46-01	REPAIRS & MAINTENANCE	8,247.00	-	20,200.00	10,200.00	(10,000.00)
130-5510-552.46-11	MAINTENANCE CONTRACTS	294.00	-	400.00	400.00	-
130-5510-552.47-00	PRINTING & BINDING	130.00	-	2,000.00	2,000.00	-
130-5510-552.48-00	PROMO.ADVERTISING ACTIV.	-	925.00	7,000.00	7,000.00	-
130-5510-552.48-10	SPECIAL EVENTS	3,009.00	3,360.00	6,000.00	3,360.00	(2,640.00)
130-5510-552.49-01	MISC EXPENSE/MASTER PLAN	175.00	200.00	200.00	200.00	-
130-5510-552.49-20	TREE REMOVAL	-	-	3,000.00	3,000.00	-
130-5510-552.49-59	BAD DEBT EXPENSE	348.00	(1,985.00)	-	-	-
130-5510-552.51-00	OFFICE SUPPLIES	122.00	306.00	500.00	500.00	-
130-5510-552.52-01	OPERATING SUPPLIES	3,144.00	-	10,000.00	-	(10,000.00)
130-5510-552.52-10	SIGNS & MATERIALS	3,952.00	20.00	5,000.00	5,000.00	-
130-5510-552.52-19	UNIFORM EXPENSE	200.00	200.00	200.00	200.00	-
130-5510-552.54-00	BOOKS/PUBL/SUBSCR/MEMBERS	6,726.00	4,392.00	7,000.00	7,000.00	-
130-5510-552.55-01	TRAINING & EDUCATION COST	665.00	1,410.00	1,900.00	1,900.00	-
130-5510-552.62-00	BUILDINGS	9,986.00	-	-	-	-
130-5510-552.63-00	INFRASTRUCTURE	14,320.00	25,080.00	4,729,500.00	4,729,500.00	-
130-5510-552.82-01	PROPERTY IMPROVMNT GRANTS	20,629.00	52,963.00	100,000.00	100,000.00	-
130-5520-552.12-00	REGULAR SALARIES & WAGE	165,254.00	79,494.00	170,400.00	170,400.00	-
130-5520-552.14-00	OVERTIME	18,484.00	8,383.00	12,000.00	12,000.00	-
130-5520-552.15-00	INCENTIVE PAY	1,900.00	580.00	2,200.00	2,200.00	-
130-5520-552.21-00	FICA/MEDICARE TAXES	13,978.00	6,730.00	14,200.00	14,200.00	-
130-5520-552.22-00	RETIREMENT CONTRIBUTION	64,933.00	33,721.00	78,900.00	78,900.00	-
130-5520-552.23-00	LIFE & HEALTH INSURANCE	33,284.00	18,923.00	36,400.00	36,400.00	-
130-5520-552.24-00	WORKERS COMP INSURANCE	4,878.00	3,500.00	4,900.00	4,900.00	-
130-5520-552.25-00	UNEMPLOYMENT COMP	-	-	-	-	-
130-5520-552.31-01	PROFESSIONAL SERVICES	383.00	385.00	2,000.00	2,000.00	-
130-5520-552.34-00	OTHER SERVICES	825.00	-	16,500.00	16,254.00	(246.00)
130-5520-552.40-01	REGULAR TRAVEL	29.00	-	1,000.00	1,000.00	-
130-5520-552.41-00	COMMUNICATION SERVICES	610.00	332.00	1,200.00	1,200.00	-
130-5520-552.42-00	POSTAGE, FRT, EXPRESS	187.00	92.00	700.00	700.00	-

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130-5520-552.46-01	REPAIRS & MAINTENANCE	-	-	500.00	500.00	-
130-5520-552.46-11	MAINTENANCE CONTRACTS	-	-	1,000.00	1,000.00	-
130-5520-552.46-50	VEHICLE REPAIRS	8,546.00	1,978.00	8,000.00	8,000.00	-
130-5520-552.46-59	PORTN OF 4650 REIMB BY EE	(1,360.00)	(835.00)	-	-	-
130-5520-552.47-00	PRINTING & BINDING	189.00	236.00	1,000.00	1,000.00	-
130-5520-552.51-00	OFFICE SUPPLIES	730.00	-	700.00	700.00	-
130-5520-552.52-01	OPERATING SUPPLIES	896.00	454.00	4,900.00	4,900.00	-
130-5520-552.52-19	UNIFORM EXPENSE	483.00	-	400.00	400.00	-
130-5520-552.52-20	CLOTHING & EQUIPMENT	11.00	-	2,300.00	2,300.00	-
130-5520-552.52-50	FUEL & OIL SUPPLIES	10,856.00	6,667.00	15,500.00	15,500.00	-
130-5520-552.55-01	TRAINING & EDUCATION COST	-	200.00	1,500.00	1,500.00	-
130-8110-581.91-20	TRANSFER TO DEBT SRVC FND	403,300.00	231,292.00	396,500.00	394,500.00	(2,000.00)
130-8110-581.91-23	TRANSFER TO SER.2013 DEBT	451,600.00	261,333.00	448,000.00	447,000.00	(1,000.00)
130-8110-589.99-00	CARRYFORWARD	-	-	-	79,800.00	79,800.00
				6,481,200.00	6,424,714.00	(56,486.00)
				-	-	-
131-0000-361.15-00	STI - SUNTRUST INVESTMENT	1,094.00	1,041.00	-	2,000.00	2,000.00
131-0000-380.10-00	APPROPRIATED FUND BAL	-	-	3,400.00	3,400.00	-
131-0000-381.64-00	TRANS FRM COMM REDEVELOP	403,300.00	231,292.00	396,500.00	394,500.00	(2,000.00)
				399,900.00	399,900.00	-
131-1701-517.71-80	DEBT SERVICE	325,000.00	170,000.00	335,000.00	335,000.00	-
131-1701-517.72-80	DEBT SERVICE	71,604.00	33,303.00	64,900.00	64,900.00	-
				399,900.00	399,900.00	-
132-0000-361.15-00	STI - SUNTRUST INVESTMENT	807.00	785.00	-	1,000.00	1,000.00
132-0000-381.64-00	TRANS FRM COMM REDEVELOP	451,600.00	261,333.00	448,000.00	447,000.00	(1,000.00)
				448,000.00	448,000.00	-
132-1701-517.71-01	GEN GOVT	360,000.00	180,000.00	365,000.00	365,000.00	-
132-1701-517.72-01	GEN GOVT	90,695.00	42,173.00	82,300.00	82,300.00	-
132-9010-590.99-01	BUDGET RESVE/CONTINGENCY	-	-	700.00	700.00	-
				448,000.00	448,000.00	-
135-0000-380.10-00	APPROPRIATED FUND BAL	552,120.00	-	-	552,120.00	552,120.00
				-	552,120.00	552,120.00
135-8110-589.99-10	CURRENT YEAR CARRYFORWARD			552,120.00	552,120.00	552,120.00
				-	552,120.00	552,120.00
139-0000-361.10-00	INVESTMENTS	837.00	279.00	-	500.00	500.00
139-0000-361.15-00	STI - SUNTRUST INVESTMENT	16,985.00	10,383.00	2,400.00	15,000.00	12,600.00
139-0000-380.10-00	APPROPRIATED FUND BAL	-	-	2,132,500.00	2,132,500.00	-
				2,134,900.00	2,148,000.00	13,100.00
139-5590-552.34-00	OTHER SERVICES	748.00	234.00	-	-	-
139-5590-552.65-00	CONSTRUCTION IN PROGRESS	1,743,980.00	582,377.00	2,134,900.00	2,134,900.00	-
139-8110-589.99-10	CURRENT YEAR CARRYFORWARD	-	-	-	13,100.00	13,100.00
				2,134,900.00	2,148,000.00	13,100.00
140-0000-331.50-10	CDBG	39,938.00	83,114.00	92,300.00	92,400.00	100.00
140-0000-381.60-00	TRANS FRM GEN FUND	630.00	-	-	-	-
				92,300.00	92,400.00	100.00
140-1101-511.49-10	OTHER SPECIAL COSTS	-	-	13,800.00	-	(13,800.00)

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140-3020-535.63-00	INFRASTRUCTURE	630.00	90,180.00	78,500.00	92,400.00	13,900.00
140-4172-572.63-00	INFRASTRUCTURE	39,938.00	-	-	-	-
				92,300.00	92,400.00	100.00
						-
150-0000-331.24-10	POLICE-JAG GRANT	5,507.00	-	-	-	-
150-0000-381.60-00	TRANS FRM GEN FUND	141.00	-	-	-	-
				-	-	-
150-2110-521.52-01	OPERATING SUPPLIES	1,312.00	-	-	-	-
150-2110-521.64-00	MACHINERY & EQUIPMENT	4,335.00	-	-	-	-
				-	-	-
301-0000-361.10-00	INVESTMENTS	59.00	-	-	-	-
301-0000-361.15-00	STI - SUNTRUST INVESTMENT	5,703.00	8,240.00	-	10,000.00	10,000.00
301-0000-380.10-00	APPROPRIATED FUND BAL	-	-	1,071,500.00	254,800.00	(816,700.00)
301-0000-381.60-00	TRANS FRM GEN FUND	1,243,400.00	896,583.00	1,544,700.00	1,027,500.00	(517,200.00)
				2,616,200.00	1,292,300.00	(1,323,900.00)
301-1301-513.64-00	MACHINERY & EQUIPMENT	5,356.00	1,467.00	500,000.00	500,000.00	-
301-1306-516.64-00	MACHINERY & EQUIPMENT	37,295.00	43,565.00	58,500.00	22,300.00	(36,200.00)
301-1901-519.64-00	MACHINERY & EQUIPMENT	-	-	190,100.00	70,100.00	(120,000.00)
301-2110-521.64-00	MACHINERY & EQUIPMENT	77,576.00	116,053.00	119,900.00	119,900.00	-
301-2210-522.62-00	BUILDINGS	-	-	26,000.00	26,000.00	-
301-2210-522.64-00	MACHINERY & EQUIPMENT	1,499.00	-	-	-	-
301-4124-524.64-00	MACHINERY & EQUIPMENT	-	19,059.00	22,000.00	22,000.00	-
301-4141-541.63-00	INFRASTRUCTURE	5,906.00	-	70,000.00	70,000.00	-
301-4141-541.64-00	MACHINERY & EQUIPMENT	14,167.00	-	-	-	-
301-4160-519.64-00	MACHINERY & EQUIPMENT	71,105.00	-	146,000.00	146,000.00	-
301-4172-572.62-00	BUILDINGS	22,737.00	-	402,000.00	261,000.00	(141,000.00)
301-4172-572.63-00	INFRASTRUCTURE	-	-	265,000.00	45,000.00	(220,000.00)
301-4172-572.64-00	MACHINERY & EQUIPMENT	47,356.00	-	-	-	-
301-4172-572.65-00	CONSTRUCTION IN PROGRESS	19,333.00	12,540.00	816,700.00	-	(816,700.00)
301-8110-589.99-10	CURRENT YEAR CARRYFORWARD				10,000.00	10,000.00
				2,616,200.00	1,292,300.00	(1,323,900.00)
					-	-
400-0000-343.30-00	WATER UTILITY	7,677.00	4,337.00	2,567,000.00	2,600,000.00	33,000.00
400-0000-343.30-01	INSIDE, APARTMENT	327,446.00	203,077.00	-	-	-
400-0000-343.30-02	INSIDE, COMMERCIAL	545,522.00	372,739.00	-	-	-
400-0000-343.30-03	INSIDE, CHURCH	5,231.00	4,516.00	-	-	-
400-0000-343.30-04	INSIDE, GOVERNMENT	27,550.00	17,215.00	-	-	-
400-0000-343.30-05	INSIDE, MULTI-FAMILY	288,231.00	171,896.00	-	-	-
400-0000-343.30-06	INSIDE, MOBILE HOME	142,337.00	81,956.00	-	-	-
400-0000-343.30-07	INSIDE, RESIDENTIAL	1,180,494.00	502,451.00	-	-	-
400-0000-343.30-08	INSIDE, RESIDENT-COMMERCL	15,903.00	9,997.00	-	-	-
400-0000-343.30-12	OUTSIDE, COMMERCIAL	5,945.00	3,165.00	-	-	-
400-0000-343.30-17	OUTSIDE, RESIDENTIAL	38,258.00	21,589.00	-	-	-
400-0000-343.30-22	IRRIG, INSIDE, COMMERCIAL	122,654.00	71,582.00	-	-	-
400-0000-343.30-24	IRRIG, INSIDE, GOVERNMENT	12,964.00	8,065.00	-	-	-
400-0000-343.30-27	IRRIG,INSIDE, RESIDENTIAL	541.00	294.00	-	-	-
400-0000-343.30-28	IRRIG,INSIDE,RESID-COMMER	235.00	104.00	-	-	-
400-0000-343.30-92	WATER METER CONNECTION	710.00	700.00	-	-	-
400-0000-343.30-93	WATER SERVICE CHARGES	12,470.00	7,062.00	-	-	-
400-0000-343.30-94	WATER CUT-OFF CHARGES	52,900.00	36,850.00	-	-	-
400-0000-343.30-95	WATER HYDRANT RENTAL	14,382.00	8,232.00	-	-	-
400-0000-343.50-00	SEWER/WASTEWATER UTILITY	-	-	2,683,300.00	2,683,300.00	-
400-0000-343.50-50	SEWER, INSIDE	75,078.00	71,102.00	-	-	-
400-0000-343.50-51	SEWER, INSIDE, APARTMENT	369,284.00	229,135.00	-	-	-
400-0000-343.50-52	SEWER, INSIDE, COMMERCIAL	488,438.00	293,504.00	-	-	-
400-0000-343.50-53	SEWER, INSIDE, CHURCH	5,954.00	5,125.00	-	-	-

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400-0000-343.50-54	SEWER, INSIDE, GOVERNMENT	28,310.00	18,003.00	-	-	-
400-0000-343.50-55	SEWER,INSIDE,MULTI-FAMILY	329,935.00	197,296.00	-	-	-
400-0000-343.50-56	SEWER,INSIDE, MOBILE HOME	149,437.00	92,093.00	-	-	-
400-0000-343.50-57	SEWER,INSIDE, RESIDENTIAL	1,333,357.00	576,576.00	-	-	-
400-0000-343.50-58	SEWER,INSIDE,RESID-COMMER	17,087.00	10,671.00	-	-	-
400-0000-343.50-62	SEWER,OUTSIDE, COMMERCIAL	5,748.00	3,052.00	-	-	-
400-0000-343.50-67	SEWER,OUTSIDE,RESIDENTIAL	41,795.00	23,357.00	-	-	-
400-0000-343.50-72	SEWER, REUSE, COMMERCIAL	3,600.00	2,100.00	-	-	-
400-0000-343.50-97	SEWER CONNECTION	300.00	307.00	-	1,000.00	1,000.00
400-0000-343.90-10	BACKFLOW INSPECTIONS	-	3.00	-	10.00	10.00
400-0000-343.90-20	BPA TESTING/MTCE PROGRAM	9.00	21.00	-	50.00	50.00
400-0000-361.10-00	INVESTMENTS	3,912.00	2,234.00	800.00	4,000.00	3,200.00
400-0000-361.15-00	STI - SUNTRUST INVESTMENT	67.00	3,976.00	-	7,000.00	7,000.00
400-0000-362.21-10	T-MOBILE	15,209.00	8,745.00	15,200.00	15,200.00	-
400-0000-362.21-20	SPRINT PCS	15,209.00	7,604.00	15,200.00	15,200.00	-
400-0000-364.41-00	SALE OF FIXED ASSETS	-	-	-	-	-
400-0000-369.30-30	INSURANCE	-	-	-	-	-
400-0000-369.70-00	PENALTY REVENUES	211,896.00	146,169.00	195,000.00	210,000.00	15,000.00
400-0000-369.90-00	MISC REVENUES	10,385.00	4,918.00	8,000.00	8,500.00	500.00
400-0000-380.10-00	APPROPRIATED FUND BAL	-	-	1,400.00	1,400.00	-
400-0000-381.30-00	TRANS FRM DEBT SERVICE	1,411,414.00	-	-	-	-
400-0000-381.40-00	TRANSFER FROM R&R CAP PRJ	-	-	297,800.00	297,800.00	-
400-0000-381.77-00	TRANSF FROM W&S R&R	584,514.00	344,658.00	586,900.00	586,900.00	-
400-0000-389.40-00	OTHER GRANTS & DONATIONS	-	-	-	-	-
				6,370,600.00	6,430,360.00	59,760.00
400-3010-533.11-00	EXECUTIVE SALARIES	16,795.00	11,584.00	17,400.00	17,400.00	-
400-3010-533.12-00	REGULAR SALARIES & WAGE	451,280.00	260,233.00	525,200.00	525,200.00	-
400-3010-533.13-00	OTHER SALARIES & WAGES	12,427.00	7,814.00	-	-	-
400-3010-533.14-00	OVERTIME	28,823.00	19,739.00	24,300.00	24,300.00	-
400-3010-533.21-00	FICA/MEDICARE TAXES	37,146.00	22,181.00	43,700.00	43,700.00	-
400-3010-533.22-00	RETIREMENT CONTRIBUTION	73,837.00	23,627.00	44,700.00	44,700.00	-
400-3010-533.23-00	LIFE & HEALTH INSURANCE	80,888.00	56,491.00	127,900.00	127,900.00	-
400-3010-533.24-00	WORKERS COMP INSURANCE	16,512.00	11,785.00	16,500.00	16,500.00	-
400-3010-533.25-00	UNEMPLOYMENT COMP	-	-	-	-	-
400-3010-533.31-01	PROFESSIONAL SERVICES	27,347.00	9,784.00	49,700.00	49,700.00	-
400-3010-533.31-50	LEGAL.OFFICIAL ADVERTISING	2,469.00	1,328.00	3,100.00	3,100.00	-
400-3010-533.34-00	OTHER SERVICES	103,949.00	61,680.00	108,400.00	108,400.00	-
400-3010-533.40-01	REGULAR TRAVEL	752.00	30.00	1,600.00	1,600.00	-
400-3010-533.41-00	COMMUNICATION SERVICES	2,118.00	1,078.00	2,500.00	2,500.00	-
400-3010-533.42-00	POSTAGE, FRT, EXPRESS	756.00	206.00	2,500.00	2,500.00	-
400-3010-533.43-01	UTILITY SERVICES	144,364.00	83,858.00	165,000.00	165,000.00	-
400-3010-533.44-00	RENTALS & LEASES	1,995.00	1,066.00	4,600.00	4,600.00	-
400-3010-533.45-00	INSURANCE/NON-EMPLOYEE	26,872.00	18,908.00	27,500.00	27,500.00	-
400-3010-533.46-01	REPAIRS & MAINTENANCE	96,366.00	61,324.00	145,700.00	145,700.00	-
400-3010-533.46-11	MAINTENANCE CONTRACTS	13,521.00	14,331.00	15,100.00	15,100.00	-
400-3010-533.46-50	VEHICLE REPAIRS	5,359.00	945.00	18,000.00	18,000.00	-
400-3010-533.46-63	REPAIR/MAINT CAPITAL-LIKE	-	2,650.00	4,000.00	4,000.00	-
400-3010-533.47-00	PRINTING & BINDING	886.00	546.00	3,000.00	3,000.00	-
400-3010-533.49-01	MISC EXPENSE	-	-	-	-	-
400-3010-533.49-10	OTHER SPECIAL COSTS	4,325.00	9,841.00	2,000.00	2,000.00	-
400-3010-533.49-59	BAD DEBT EXPENSE	-	-	15,000.00	15,000.00	-
400-3010-533.51-00	OFFICE SUPPLIES	661.00	123.00	2,000.00	2,000.00	-
400-3010-533.52-01	OPERATING SUPPLIES	153,168.00	6,560.00	190,700.00	190,700.00	-
400-3010-533.52-04	SMALL TOOLS & EQUIPMENT	200.00	211.00	-	-	-
400-3010-533.52-19	UNIFORM EXPENSE	2,632.00	1,634.00	3,100.00	3,100.00	-
400-3010-533.52-50	FUEL & OIL SUPPLIES	13,272.00	4,881.00	20,600.00	20,600.00	-
400-3010-533.52-64	MACH/EQUIP CAPITAL-LIKE	-	-	-	-	-
400-3010-533.54-00	BOOKS/PUBL/SUBSCR/MEMBERS	1,689.00	246.00	1,800.00	1,800.00	-
400-3010-533.55-01	TRAINING & EDUCATION COST	1,865.00	193.00	5,100.00	5,100.00	-
400-3020-535.11-00	EXECUTIVE SALARIES	16,795.00	11,584.00	17,400.00	17,400.00	-
400-3020-535.12-00	REGULAR SALARIES & WAGE	488,700.00	265,521.00	525,200.00	525,200.00	-
400-3020-535.14-00	OVERTIME	45,840.00	28,471.00	37,800.00	37,800.00	-

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400-3020-535.21-00	FICA/MEDICARE TAXES	37,717.00	21,388.00	43,700.00	43,700.00	-
400-3020-535.22-00	RETIREMENT CONTRIBUTION	83,560.00	28,683.00	44,600.00	44,600.00	-
400-3020-535.23-00	LIFE & HEALTH INSURANCE	96,274.00	59,040.00	110,000.00	110,000.00	-
400-3020-535.24-00	WORKERS COMP INSURANCE	12,327.00	8,928.00	12,500.00	12,500.00	-
400-3020-535.25-00	UNEMPLOYMENT COMP	-	-	-	-	-
400-3020-535.31-01	PROFESSIONAL SERVICES	44,105.00	27,166.00	180,700.00	180,700.00	-
400-3020-535.31-50	LEGAL/OFFICIAL ADVERTISING	954.00	1,971.00	1,800.00	1,800.00	-
400-3020-535.34-00	OTHER SERVICES	58,369.00	26,423.00	92,600.00	92,600.00	-
400-3020-535.40-01	REGULAR TRAVEL	-	8.00	1,800.00	1,800.00	-
400-3020-535.41-00	COMMUNICATION SERVICES	5,270.00	1,620.00	3,300.00	3,300.00	-
400-3020-535.42-00	POSTAGE, FRT, EXPRESS	461.00	-	3,000.00	3,000.00	-
400-3020-535.43-01	UTILITY SERVICES	131,458.00	81,060.00	140,000.00	140,000.00	-
400-3020-535.44-00	RENTALS & LEASES	1,995.00	1,066.00	4,600.00	4,600.00	-
400-3020-535.45-00	INSURANCE/NON-EMPLOYEE	25,740.00	18,559.00	26,000.00	26,000.00	-
400-3020-535.46-01	REPAIRS & MAINTENANCE	232,250.00	89,574.00	325,500.00	325,500.00	-
400-3020-535.46-11	MAINTENANCE CONTRACTS	1,682.00	1,729.88	2,600.00	2,600.00	-
400-3020-535.46-50	VEHICLE REPAIRS	5,323.00	7,298.00	18,300.00	18,300.00	-
400-3020-535.46-63	REPAIR/MAINT CAPITAL-LIKE	148,632.00	33,752.00	138,900.00	138,900.00	-
400-3020-535.47-00	PRINTING & BINDING	-	98.00	500.00	500.00	-
400-3020-535.49-10	OTHER SPECIAL COSTS	8,000.00	-	-	-	-
400-3020-535.49-59	BAD DEBT EXPENSE	-	-	12,000.00	12,000.00	-
400-3020-535.51-00	OFFICE SUPPLIES	336.00	166.00	1,500.00	1,500.00	-
400-3020-535.52-01	OPERATING SUPPLIES	157,466.00	68,118.00	275,400.00	275,400.00	-
400-3020-535.52-04	SMALL TOOLS & EQUIPMENT	3,711.00	609.00	4,500.00	4,500.00	-
400-3020-535.52-19	UNIFORM EXPENSE	2,283.00	1,393.00	2,900.00	2,900.00	-
400-3020-535.52-50	FUEL & OIL SUPPLIES	13,448.00	3,385.00	18,600.00	18,600.00	-
400-3020-535.52-64	MACH/EQUIP CAPITAL-LIKE	41,037.00	-	20,200.00	20,200.00	-
400-3020-535.54-00	BOOKS/PUBL/SUBSCR/MEMBERS	1,198.00	516.00	1,400.00	1,400.00	-
400-3020-535.55-01	TRAINING & EDUCATION COST	1,449.00	1,732.00	5,000.00	5,000.00	-
400-3060-536.59-20	DEPRECIATION EXPENSE	-	-	-	-	-
400-3060-536.73-20	AMORTIZATION EXPENSE	-	-	-	-	-
400-8110-581.91-01	TRANSFER TO GENERAL FUND	601,900.00	343,198.00	588,100.00	588,100.00	-
400-8110-581.91-10	TRANSFER TO REN & REPLACE	410,100.00	-	-	-	-
400-8110-581.91-20	TRANSFER TO DEBT SRVC FND	938,000.00	549,267.00	941,600.00	941,600.00	-
400-8110-581.91-22	TRANS TO SERIES 2005 DEBT	111,600.00	63,292.00	108,500.00	108,500.00	-
400-8110-581.91-50	TRANSFER TO STORMWATER	42,000.00	24,500.00	42,000.00	42,000.00	-
400-8110-581.91-80	TRSF TO SRL-#2001 / 2005	201,300.00	117,425.00	201,300.00	201,300.00	-
400-8110-581.91-85	TRSF TO SRL DEBT - #2007	329,300.00	192,092.00	329,300.00	329,300.00	-
400-8110-581.91-87	TSFR to 2011 W&S R&R LOAN	330,300.00	191,450.00	328,200.00	328,200.00	-
400-8110-581.91-88	TSFR to 2013 WTR MTR BOND	171,500.00	98,350.00	168,600.00	168,600.00	-
400-8110-589.99-10	CURRENT YEAR CARRYFORWARD	-	-	-	59,760.00	59,760.00
				6,370,600.00	6,430,360.00	59,760.00
						-
407-0000-343.31-01	INSIDE CITY LIMITS	290,405.00	151,425.00	290,500.00	290,500.00	-
407-0000-343.31-10	OUTSIDE CITY LIMITS	4,675.00	2,726.00	4,600.00	4,600.00	-
407-0000-343.51-50	INSIDE CITY LIMITS	291,246.00	151,673.00	291,200.00	291,200.00	-
407-0000-343.51-60	OUTSIDE CITY LIMITS	4,270.00	2,492.00	4,600.00	4,600.00	-
407-0000-361.10-00	INVESTMENTS	4.00	15.00	-	-	-
				590,900.00	590,900.00	-
						-
407-3010-533.34-00	OTHER SERVICES	3.00	13.00	-	-	-
407-3010-533.49-59	BAD DEBT EXPENSE	-	-	2,000.00	2,000.00	-
407-3020-535.49-59	BAD DEBT EXPENSE	-	-	2,000.00	2,000.00	-
407-8110-581.91-30	TRANSFER TO WATER & SEWER	584,514.00	344,658.00	586,900.00	586,900.00	-
				590,900.00	590,900.00	-
						-
460-0000-343.90-80	NON AD-VALOREM STORMWATER	890,903.00	814,691.00	920,500.00	920,500.00	-
460-0000-343.90-81	STORMWATER, APARTMENT	18,895.00	18,895.00	-	20,000.00	20,000.00
460-0000-343.90-82	STORMWATER, COMMERCIAL	21,470.00	21,470.00	-	22,000.00	22,000.00
460-0000-343.90-85	STORMWATER, MULTI-FAMILY	14,883.00	14,379.00	-	15,000.00	15,000.00
460-0000-343.90-89	DELINQ NON AD-VAL STRMWTR	1,057.00	-	-	-	-

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460-0000-361.10-00	INVESTMENTS	1,480.00	1,109.00	-	1,750.00	1,750.00
460-0000-361.15-00	STI - SUNTRUST INVESTMENT	2,173.00	2,083.00	-	3,000.00	3,000.00
460-0000-380.12-00	APPROP RES-STRM DRAIN	-	-	370,400.00	370,400.00	-
460-0000-381.04-63	TRANSFER FRM STORMWATER RESERVE	-	-	-	1,000.00	1,000.00
460-0000-381.10-00	TRANSFER FRM W&S FUND	42,000.00	24,500.00	42,000.00	42,000.00	-
460-0000-381.30-00	TRANS FRM DEBT SERVICE	302,654.00	-	-	-	-
				1,332,900.00	1,395,650.00	62,750.00
460-3080-538.11-00	EXECUTIVE SALARIES	8,399.00	4,271.00	8,800.00	8,800.00	-
460-3080-538.12-00	REGULAR SALARIES & WAGE	123,285.00	74,290.00	137,200.00	137,200.00	-
460-3080-538.14-00	OVERTIME	7,935.00	1,341.00	1,000.00	1,000.00	-
460-3080-538.21-00	FICA/MEDICARE TAXES	10,849.00	6,065.00	11,400.00	11,400.00	-
460-3080-538.22-00	RETIREMENT CONTRIBUTION	21,489.00	6,328.00	12,800.00	12,800.00	-
460-3080-538.23-00	LIFE & HEALTH INSURANCE	32,263.00	22,124.00	38,300.00	38,300.00	-
460-3080-538.24-00	WORKERS COMP INSURANCE	10,114.00	6,357.00	8,900.00	8,900.00	-
460-3080-538.25-00	UNEMPLOYMENT COMP	-	-	-	-	-
460-3080-538.31-01	PROFESSIONAL SERVICES	7,988.00	-	21,000.00	21,000.00	-
460-3080-538.31-50	LEGAL/OFFICIAL ADVERTISNG	483.00	-	100.00	100.00	-
460-3080-538.34-00	OTHER SERVICES	79,207.00	51,083.00	99,300.00	99,300.00	-
460-3080-538.40-01	REGULAR TRAVEL	48.00	72.00	200.00	200.00	-
460-3080-538.41-00	COMMUNICATION SERVICES	574.00	346.00	1,000.00	1,000.00	-
460-3080-538.42-00	POSTAGE, FRT, EXPRESS	33.00	10.00	500.00	500.00	-
460-3080-538.43-01	UTILITY SERVICES	22,347.00	12,901.00	26,000.00	26,000.00	-
460-3080-538.44-00	RENTALS & LEASES	2,032.00	1,066.00	3,600.00	3,600.00	-
460-3080-538.45-00	INSURANCE/NON-EMPLOYEE	5,148.00	3,498.00	5,200.00	5,200.00	-
460-3080-538.46-01	REPAIRS & MAINTENANCE	8,554.00	13,398.00	29,700.00	29,700.00	-
460-3080-538.46-11	MAINTENANCE CONTRACTS	1,562.00	1,401.00	2,100.00	2,100.00	-
460-3080-538.46-50	VEHICLE REPAIRS	11,862.00	7,480.00	35,000.00	35,000.00	-
460-3080-538.47-00	PRINTING & BINDING	13.00	-	500.00	500.00	-
460-3080-538.49-59	BAD DEBT EXPENSE	-	-	-	-	-
460-3080-538.51-00	OFFICE SUPPLIES	191.00	82.00	1,000.00	1,000.00	-
460-3080-538.52-01	OPERATING SUPPLIES	9,497.00	3,288.00	15,000.00	15,000.00	-
460-3080-538.52-04	SMALL TOOLS & EQUIPMENT	366.00	779.00	1,000.00	1,000.00	-
460-3080-538.52-19	UNIFORM EXPENSE	913.00	553.00	1,400.00	1,400.00	-
460-3080-538.52-50	FUEL & OIL SUPPLIES	18,775.00	12,052.00	26,800.00	26,800.00	-
460-3080-538.52-64	MACH/EQUIP CAPITAL-LIKE	370.00	-	2,000.00	2,000.00	-
460-3080-538.53-00	ROAD MATERIAL & SUPPLIES	1,350.00	1,382.00	10,000.00	10,000.00	-
460-3080-538.54-00	BOOKS/PUBL/SUBSCR/MEMBERS	1,339.00	245.00	1,400.00	1,400.00	-
460-3080-538.55-01	TRAINING & EDUCATION COST	699.00	720.00	1,000.00	1,000.00	-
460-3080-538.59-20	DEPRECIATION EXPENSE	-	-	-	-	-
460-3080-538.61-00	LAND	30,136.00	-	-	-	-
460-3080-538.63-00	INFRASTRUCTURE	3,000.00	239,418.00	390,000.00	390,000.00	-
460-3080-538.64-00	MACHINERY & EQUIPMENT	19,830.00	-	-	-	-
460-8110-581.91-01	TRANSFER TO GENERAL FUND	87,000.00	50,750.00	87,000.00	87,000.00	-
460-8110-581.91-80	TRSF TO SRL-#2001 / 2005	353,700.00	206,325.00	353,700.00	353,700.00	-
460-8110-589.99-10	CURRENT YEAR CARRYFORWARD	-	-	-	62,750.00	62,750.00
				1,332,900.00	1,395,650.00	62,750.00
461-0000-361.15-00	STI - SUNTRUST INVESTMENT	580.00	572.00	-	750.00	750.00
461-0000-381.75-00	TRANSFER FRM STORMWATER	353,700.00	206,325.00	353,700.00	353,700.00	-
				353,700.00	354,450.00	750.00
461-1701-517.71-80	DEBT SERVICE	-	153,956.00	309,700.00	309,700.00	-
461-1701-517.72-80	DEBT SERVICE	49,505.00	22,853.00	44,000.00	44,000.00	-
461-8110-581.91-50	TRANSFER TO STORMWATER	302,654.00	-	-	-	-
461-8110-589.99-10	CURRENT YEAR CARRYFORWARD	-	-	-	750.00	750.00
				353,700.00	354,450.00	750.00
463-0000-361.15-00	STI - SUNTRUST INVESTMENT	960.00	921.00	-	1,000.00	1,000.00

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463-8110-581.91-50	TRANSFER TO STORMWATER	-	-	-	1,000.00	1,000.00
471-0000-361.15-00	STI - SUNTRUST INVESTMENT	3,707.00	1,975.00	-	3,000.00	3,000.00
471-0000-381.10-00	TRANSFER FRM W&S FUND	938,000.00	549,267.00	941,600.00	941,600.00	-
				941,600.00	944,600.00	3,000.00
471-1701-517.71-60	WATER & SEWER BONDS	-	835,000.00	835,000.00	835,000.00	-
471-1701-517.72-60	WATER & SEWER BONDS	102,863.00	99,383.00	94,800.00	94,800.00	-
471-8110-581.91-30	TRANSFER TO WATER & SEWER	820,000.00	-	-	-	-
471-9010-590.99-01	BUDGET RESVE/CONTINGENCY	-	-	11,800.00	14,800.00	3,000.00
				941,600.00	944,600.00	3,000.00
						-
472-0000-361.15-00	STI - SUNTRUST INVESTMENT	287.00	278.00	-	-	-
472-0000-380.10-00	APPROPRIATED FUND BAL	-	-	100.00	100.00	-
472-0000-381.10-00	TRANSFER FRM W&S FUND	160,500.00	93,625.00	160,500.00	160,500.00	-
				160,600.00	160,600.00	-
						-
472-1701-517.71-80	DEBT SERVICE	-	70,905.00	143,000.00	143,000.00	-
472-1701-517.72-80	DEBT SERVICE	20,256.00	9,316.00	17,600.00	17,600.00	-
472-8110-581.91-30	TRANSFER TO WATER & SEWER	138,570.00	-	-	-	-
				160,600.00	160,600.00	-
						-
474-0000-361.15-00	STI - SUNTRUST INVESTMENT	445.00	210.00	-	300.00	300.00
474-0000-380.10-00	APPROPRIATED FUND BAL	-	-	3,100.00	2,800.00	(300.00)
474-0000-381.10-00	TRANSFER FRM W&S FUND	111,600.00	63,292.00	108,500.00	108,500.00	-
				111,600.00	111,600.00	-
						-
474-1701-517.71-70	SERIES 2005	-	80,000.00	80,000.00	80,000.00	-
474-1701-517.72-70	2005 SERIES	31,565.00	31,565.00	31,600.00	31,600.00	-
474-8110-581.91-30	TRANSFER TO WATER & SEWER	75,000.00	-	-	-	-
				111,600.00	111,600.00	-
						-
475-0000-361.15-00	STI - SUNTRUST INVESTMENT	91.00	87.00	-	100.00	100.00
475-0000-380.10-00	APPROPRIATED FUND BAL	-	-	100.00	-	(100.00)
475-0000-381.10-00	TRANSFER FRM W&S FUND	40,800.00	23,800.00	40,800.00	40,800.00	-
				40,900.00	40,900.00	-
						-
475-1701-517.71-80	DEBT SERVICE	-	33,545.00	33,600.00	33,600.00	-
475-1701-517.72-80	DEBT SERVICE	7,606.00	7,225.00	7,300.00	7,300.00	-
475-8110-581.91-30	TRANSFER TO WATER & SEWER	32,845.00	-	-	-	-
				40,900.00	40,900.00	-
						-
476-0000-361.15-00	STI - SUNTRUST INVESTMENT	581.00	391.00	-	-	-
476-0000-381.10-00	TRANSFER FRM W&S FUND	329,300.00	192,092.00	329,300.00	329,300.00	-
				329,300.00	329,300.00	-
						-
476-1701-517.71-80	DEBT SERVICE	-	128,445.00	258,300.00	258,300.00	-
476-1701-517.72-80	DEBT SERVICE	76,265.00	36,186.00	71,000.00	71,000.00	-
476-8110-581.91-85	TRSF TO SRL DEBT - #2007	252,768.00	-	-	-	-
				329,300.00	329,300.00	-
						-
477-0000-361.15-00	STI - SUNTRUST INVESTMENT	1,022.00	586.00	-	-	-
477-0000-381.10-00	TRANSFER FRM W&S FUND	330,300.00	191,450.00	328,200.00	328,200.00	-

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				328,200.00	328,200.00	
477-1701-517.71-77	2011 W&S R&R BOND	-	205,000.00	205,000.00	205,000.00	-
477-1701-517.72-77	2011 W&S R&R BOND	125,252.00	128,068.00	121,800.00	121,800.00	-
477-8110-581.91-30	TRANSFER TO WATER & SEWER	200,000.00	-	-	-	-
477-9010-590.99-01	BUDGET RESVE/CONTINGENCY	-	-	1,400.00	1,400.00	-
				328,200.00	328,200.00	-
478-0000-380.10-00	APPROPRIATED FUND BAL	-	-	1,500.00	1,500.00	-
478-0000-381.10-00	TRANSFER FRM W&S FUND	171,500.00	98,350.00	168,600.00	168,600.00	-
				170,100.00	170,100.00	-
478-1701-517.71-78	SERIES 2013 WTR MTR BOND	-	150,000.00	150,000.00	150,000.00	-
478-1701-517.72-78	SERIES 2013 WTR MTR BOND	21,534.00	20,079.00	20,100.00	20,100.00	-
478-8110-581.91-30	TRANSFER TO WATER & SEWER	145,000.00	-	-	-	-
				170,100.00	170,100.00	-
480-0000-361.10-00	INVESTMENTS	626.00	51.00	-	75.00	75.00
480-0000-361.15-00	STI - SUNTRUST INVESTMENT	10,407.00	11,566.00	-	20,000.00	20,000.00
480-0000-380.10-00	APPROPRIATED FUND BAL	-	-	1,866,800.00	1,846,725.00	(20,075.00)
480-0000-381.10-00	TRANSFER FRM W&S FUND	410,100.00	-	-	-	-
480-0000-381.41-00	TRNSFR FRM WTR IMPACT FEE	250,000.00	110,833.00	190,000.00	190,000.00	-
480-0000-381.42-00	TRNSFR FRM SWR IMPACT FEE	381,000.00	84,700.00	145,200.00	145,200.00	-
				2,202,000.00	2,202,000.00	-
480-3010-533.34-00	OTHER SERVICES	-	-	-	-	-
480-3010-533.63-00	INFRASTRUCTURE	348,198.00	10,589.00	440,000.00	440,000.00	-
480-3010-533.64-00	MACHINERY & EQUIPMENT	11,471.00	4,515.00	34,000.00	34,000.00	-
480-3010-533.65-00	CONSTRUCTION IN PROGRESS	1,798.00	-	-	-	-
480-3020-535.63-00	INFRASTRUCTURE	170,687.00	367,434.00	1,227,300.00	1,227,300.00	-
480-3020-535.64-00	MACHINERY & EQUIPMENT	23,296.00	19,885.00	32,900.00	32,900.00	-
480-3020-535.65-00	CONSTRUCTION IN PROGRESS	234,679.00	4,556.00	170,000.00	170,000.00	-
480-8110-581.91-30	TRANSFER TO WATER & SEWER	-	-	297,800.00	297,800.00	-
				2,202,000.00	2,202,000.00	-
481-0000-324.21-00	RESIDENTIAL-PHYSICAL ENVN	1,422.00	2,844.00	2,000.00	4,875.43	2,875.43
481-0000-324.22-00	COMMERCIAL-PHYSICAL ENVIR	-	-	2,000.00	-	(2,000.00)
481-0000-361.10-00	INVESTMENTS	-	40.00	-	68.57	68.57
481-0000-361.15-00	STI - SUNTRUST INVESTMENT	2,642.00	1,470.00	600.00	2,520.00	1,920.00
481-0000-380.10-00	APPROPRIATED FUND BAL	-	-	190,000.00	190,000.00	-
				194,600.00	197,464.00	2,864.00
481-8110-581.91-10	TRANSFER TO REN & REPLACE	250,000.00	110,833.00	190,000.00	190,000.00	-
481-9010-590.99-01	BUDGET RESVE/CONTINGENCY	-	-	4,600.00	7,464.00	2,864.00
				194,600.00	197,464.00	2,864.00
482-0000-324.21-00	RESIDENTIAL-PHYSICAL ENVN	1,908.00	1,908.00	2,000.00	2,000.00	-
482-0000-324.22-00	COMMERCIAL-PHYSICAL ENVIR	-	-	2,000.00	2,000.00	-
482-0000-361.10-00	INVESTMENTS	-	31.00	-	-	-
482-0000-361.15-00	STI - SUNTRUST INVESTMENT	5,860.00	4,494.00	1,200.00	7,000.00	5,800.00
482-0000-380.10-00	APPROPRIATED FUND BAL	-	-	145,200.00	145,200.00	-
				150,400.00	156,200.00	5,800.00
482-8110-581.91-10	TRANSFER TO REN & REPLACE	381,000.00	84,700.00	145,200.00	145,200.00	-

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482-9010-590.99-01	BUDGET RESVE/CONTINGENCY	-	-	5,200.00	11,000.00	5,800.00
				150,400.00	156,200.00	5,800.00
						-
487-0000-380.10-00	APPROPRIATED FUND BAL	-	-	207,600.00	207,600.00	-
487-3010-533.63-00	INFRASTRUCTURE	6,494.00	178,532.00	207,600.00	207,600.00	-
495-0000-323.70-00	SOLID WASTE FRANCHISE FEE	2,383.00	969.00	2,000.00	2,000.00	-
495-0000-343.40-40	REFUSE	276,094.00	172,768.00	-	-	-
495-0000-343.40-41	REFUSE, APARTMENT	143,642.00	84,491.00	-	-	-
495-0000-343.40-42	REFUSE, COMMERCIAL	887,676.00	367,258.00	1,274,200.00	1,249,200.00	(25,000.00)
495-0000-343.40-43	REFUSE, CHURCH	16,115.00	9,680.00	-	-	-
495-0000-343.40-44	REFUSE, GOVERNMENT	10,996.00	7,900.00	-	-	-
495-0000-343.40-45	REFUSE, MULTI-FAMILY	106,125.00	63,668.00	-	-	-
495-0000-343.40-46	REFUSE, MOBILE HOME	32,328.00	20,826.00	-	-	-
495-0000-343.40-47	REFUSE, RESIDENTIAL	1,077,710.00	594,555.00	1,078,200.00	1,053,200.00	(25,000.00)
495-0000-343.40-48	REFUSE, RESIDENT-COMMERCL	32,239.00	18,920.00	-	-	-
495-0000-361.10-00	INVESTMENTS	1,790.00	1,231.00	1,500.00	1,500.00	-
495-0000-361.15-00	STI - SUNTRUST INVESTMENT	3,349.00	389.00	1,100.00	1,100.00	-
495-0000-364.41-00	SALE OF FIXED ASSETS	-	665.00	-	-	-
495-0000-369.95-00	RECYCLING REVENUES	2,338.00	2,676.00	1,000.00	1,000.00	-
				2,358,000.00	2,308,000.00	(50,000.00)
495-3040-534.31-50	LEGAL/OFFICIAL ADVERTISNG	620.00	620.00	1,000.00	1,000.00	-
495-3040-534.34-00	OTHER SERVICES	4,052,446.00	922,885.00	1,907,300.00	1,857,300.00	(50,000.00)
495-3040-534.41-00	COMMUNICATION SERVICES	1,771.00	825.00	2,000.00	2,000.00	-
495-3040-534.42-00	POSTAGE, FRT, EXPRESS	-	-	-	-	-
495-3040-534.47-00	PRINTING & BINDING	-	-	-	-	-
495-3040-534.49-01	MISC EXPENSE	-	-	-	-	-
495-3040-534.49-10	OTHER SPECIAL COSTS	-	1,250.00	-	2,000.00	2,000.00
495-3040-534.49-59	BAD DEBT EXPENSE	-	-	10,000.00	10,000.00	-
495-3040-534.51-00	OFFICE SUPPLIES	-	-	-	-	-
495-3040-534.52-01	OPERATING SUPPLIES	416.00	-	-	-	-
495-3040-534.64-00	MACHINERY & EQUIPMENT	-	-	-	-	-
495-8110-581.91-01	TRANSFER TO GENERAL FUND	140,700.00	82,075.00	140,700.00	140,700.00	-
495-9010-590.99-01	BUDGET RESVE/CONTINGENCY	-	-	297,000.00	295,000.00	(2,000.00)
				2,358,000.00	2,308,000.00	(50,000.00)
501-0000-381.10-01	TRANSFER FROM GENERAL FUND			-	387,500.00	387,500.00
501-1306-516.12-00	REGULAR SALARIES & WAGE	76,510.00	44,398.00	-	79,400.00	79,400.00
501-1306-516.13-00	OTHER SALARIES & WAGES	18,900.00	514.00	-	22,100.00	22,100.00
501-1306-516.21-00	FICA/MEDICARE TAXES	7,384.00	3,381.00	-	7,900.00	7,900.00
501-1306-516.22-00	RETIREMENT CONTRIBUTION	7,257.00	3,464.00	-	8,000.00	8,000.00
501-1306-516.23-00	LIFE & HEALTH INSURANCE	8,908.00	5,734.00	-	9,400.00	9,400.00
501-1306-516.24-00	WORKERS COMP INSURANCE	198.00	143.00	-	200.00	200.00
501-1306-516.25-00	UNEMPLOYMENT COMP	-	-	-	-	-
501-1306-516.34-00	OTHER SERVICES	70,387.00	66,138.00	-	101,100.00	101,100.00
501-1306-516.40-01	REGULAR TRAVEL	306.00	44.00	-	2,300.00	2,300.00
501-1306-516.41-00	COMMUNICATION SERVICES	36,169.00	17,335.00	-	60,500.00	60,500.00
501-1306-516.42-00	POSTAGE, FRT, EXPRESS	-	44.00	-	200.00	200.00
501-1306-516.44-00	RENTALS & LEASES	5,496.00	-	-	5,500.00	5,500.00
501-1306-516.46-01	REPAIRS & MAINTENANCE	3,542.00	562.00	-	5,000.00	5,000.00
501-1306-516.46-02	COMPUTERS	724.00	437.00	-	3,500.00	3,500.00
501-1306-516.46-11	MAINTENANCE CONTRACTS	6,132.00	-	-	700.00	700.00
501-1306-516.47-00	PRINTING & BINDING	82.00	-	-	-	-
501-1306-516.51-00	OFFICE SUPPLIES	407.00	106.00	-	500.00	500.00
501-1306-516.52-01	OPERATING SUPPLIES	-	496.00	-	500.00	500.00

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501-1306-516.52-02	COMPUTERS	10,218.00	16,630.00	-	69,700.00	69,700.00
501-1306-516.52-19	UNIFORM EXPENSE	200.00	200.00	-	200.00	200.00
501-1306-516.52-64	MACH/EQUIP CAPITAL-LIKE	9,980.00	7,790.00	-	10,000.00	10,000.00
501-1306-516.54-00	BOOKS/PUBL/SUBSCR/MEMBERS	301.00	400.00	-	200.00	200.00
501-1306-516.55-01	TRAINING & EDUCATION COST	983.00	75.00	-	600.00	600.00
501-1306-516.64-00	MACHINERY & EQUIPMENT	-	-	-	-	-
				-	387,500.00	387,500.00
				-	-	-
502-0000-381.10-01	TRANSFER FROM GENERAL FUND	-	-	-	233,000.00	233,000.00
502-4160-519.12-00	REGULAR SALARIES & WAGE	115,202.00	64,516.00	-	118,300.00	118,300.00
502-4160-519.13-00	OTHER SALARIES & WAGES	219.00	-	-	-	-
502-4160-519.14-00	OVERTIME	2,912.00	693.00	-	600.00	600.00
502-4160-519.21-00	FICA/MEDICARE TAXES	9,090.00	4,971.00	-	9,300.00	9,300.00
502-4160-519.22-00	RETIREMENT CONTRIBUTION	9,001.00	5,165.00	-	9,400.00	9,400.00
502-4160-519.23-00	LIFE & HEALTH INSURANCE	26,322.00	16,961.00	-	27,200.00	27,200.00
502-4160-519.24-00	WORKERS COMP INSURANCE	3,382.00	2,500.00	-	3,500.00	3,500.00
502-4160-519.25-00	UNEMPLOYMENT COMP	-	-	-	-	-
502-4160-519.34-00	OTHER SERVICES	-	-	-	1,200.00	1,200.00
502-4160-519.40-01	REGULAR TRAVEL	60.00	-	-	400.00	400.00
502-4160-519.41-00	COMMUNICATION SERVICES	600.00	335.00	-	600.00	600.00
502-4160-519.42-00	POSTAGE, FRT, EXPRESS	21.00	-	-	500.00	500.00
502-4160-519.44-00	RENTALS & LEASES	591.00	-	-	1,500.00	1,500.00
502-4160-519.46-01	REPAIRS & MAINTENANCE	1,084.00	1,011.00	-	2,200.00	2,200.00
502-4160-519.46-50	VEHICLE REPAIRS	16,813.00	6,115.00	-	11,100.00	11,100.00
502-4160-519.51-00	OFFICE SUPPLIES	127.00	240.00	-	600.00	600.00
502-4160-519.52-01	OPERATING SUPPLIES	4,475.00	2,156.00	-	6,100.00	6,100.00
502-4160-519.52-02	COMPUTERS	-	1,608.00	-	2,000.00	2,000.00
502-4160-519.52-04	SMALL TOOLS & EQUIPMENT	1,426.00	239.00	-	1,500.00	1,500.00
502-4160-519.52-19	UNIFORM EXPENSE	1,208.00	879.00	-	1,600.00	1,600.00
502-4160-519.52-50	FUEL & OIL SUPPLIES	14,544.00	6,087.00	-	27,900.00	27,900.00
502-4160-519.52-64	MACH/EQUIP CAPITAL-LIKE	435.00	-	-	4,600.00	4,600.00
502-4160-519.54-00	BOOKS/PUBL/SUBSCR/MEMBERS	145.00	240.00	-	400.00	400.00
502-4160-519.55-01	TRAINING & EDUCATION COST	829.00	-	-	2,500.00	2,500.00
502-4160-519.64-00	MACHINERY & EQUIPMENT	-	-	-	-	-
				-	233,000.00	233,000.00

Attachment: Mid Year Rev & Exp YTD (2034 : FY 2018 Mid-Year Budget)



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: June 12, 2018
FROM: Brian Walker
SUBJECT: SECOND READING - Ordinance 3005 An Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcel Described in Exhibit "A" from B-5 (General Commercial District) to BPUD (Business Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

NUMBER: (ID # 2045)
APPLICANT: Brian Walker
PLANNER:

INTRODUCTION:

City staff negotiated additional terms with the Mr. Merrell and Mr. Galloway with regard to parking allocation for Lot 5 and have agreed to insert the following language into **Section D. Land Uses within the BPUD (2)** *"There shall be 8 parking spaces located in the parking area constructed on Lots 3 and 4 that shall not be used to satisfy any other jurisdictions' parking requirements and shall only be used to satisfy the parking requirements of Lot 5. However, there shall not be a requirement to identify with signage that specific parking spaces are reserved for Lot 5 only."*

Halifax Media Holly Hill BPUD Rezone - Consider a Rezone from B-5 (General Commercial District) to BPUD (Business Planned Unit Development) for 1.58 acres, located on the east side of Nova Road approximately 600 feet south of 6th Street (Robert Merrell III, Applicant) District 1 - Burns (Brian Walker, City Planner).

BACKGROUND:

The applicant is requesting a rezone to BPUD (Business Planned Unit Development) in order to develop lots 3, 4 and 5 of the Halifax Media Plat as recorded in the Public Record of Volusia County, Map Book 58, Pages 154 through 159.

Lots 3 and 4 are divided between the cities of Holly Hill and Daytona Beach. The portions lying within the City of Daytona Beach are part of the Halifax Media Planned District Agreement between the City of Daytona Beach and RPS News Journal Building, LLC. The portions lying within the City of Holly Hill are zoned B-5 (General Commercial District). Therefore, each lot has two different zoning districts.

DISCUSSION:

The applicant proposes commercial structures on the portions of lots 3 and 4 lying within the City of Daytona Beach that are compatible with the stated allowable uses of the Halifax Media Planned District Agreement. On the portions of lots 3 and 4 lying within the City of Holly Hill, the applicant proposes to develop the site as parking area and drainage only, in support of the commercial structures proposed on those same lots within the City of Daytona Beach.

The portions of lots 3 and 4 proposed for parking and drainage are zoned B-5 which does not allow parking and drainage without a structure. Inasmuch as the proposed structures are in another jurisdiction and zoning district, it is necessary to rezone the B-5 zoned property to a zoning classification that will allow parking and drainage as a support use only. The Business Planned Unit Development zoning district is designed to allow flexibility of business uses and their supporting infrastructure. Therefore, the rezone will allow the portions of lots 3 and 4 lying within the City of Holly Hill to be used as parking and drainage in support of commercial structures within the City of Daytona Beach.

Lot 5 is entirely within the City of Holly Hill and is currently zoned B-5 (General Commercial District). The applicant proposes to include this lot within the BPUD with the permitted uses to be consistent with the uses permitted under the B-5 zoning district of the Land Development Regulations of the City of Holly Hill.

The subject property has a General Commercial future land use designation, which allows a maximum floor area ratio of 1.95. The intent of the General Commercial future land use designation is to provide appropriate locations for general retail commercial development.

COMPREHENSIVE PLAN (FLU) AND ZONING ANALYSIS:

Adjacent land uses and zoning are as follows:

North: FLU is Local Service Industry and Zoning is PD-G (Daytona)

South: FLU is General Commercial and Zoning is B-5 (Holly Hill)

East: FLU is FLU is Local Service Industry and Zoning is PD-G and M-1 (Daytona)

West: FLU is Retail and Zoning is M-1 (Daytona)

Site Analysis

Floodplain Impacts:

Based on FIRM map 12127C0356J revised on September 29, 2017, and the topographic survey provided by the Applicant; the property is in flood zone A.

Wetland Impacts:

Based on preliminary wetland map analysis and the topographic survey provided by the Applicant, there are no wetlands on the subject property.

Utilities:

The site is located in the Holly Hill utility service area, and will be required to connect to public utilities.

Sidewalks:

There is an existing sidewalk along the east side of Nova Road.

Landscaping and Buffers:

Lots 3 and 4 will follow the Landscape requirements of the City of Daytona Beach, except that Lots 3 and 4 will provide a 50' landscape buffer along Nova Road and a 5' buffer along each additional boundary, each as measured from the platted lot lines.

Lot 5 will follow the Landscape requirements of the City of Holly Hill, except that Lot 5 will provide a 20' landscape buffer along Nova Road and a 5' landscape buffer along each additional boundary, each as measured from the platted lot lines.

Consistency with the Land Development Code

The proposed Business Planned Unit Development (BPUD) zoning designation and the associated Preliminary Development Plan have been evaluated for compatibility with the Land Development Regulations of Holly Hill in accordance with all applicable portions of Chapter 114, Division 13 and Section 114-771.

The request is consistent with the Land Development Regulations of Holly Hill and the surrounding area. The proposed project supports the objectives of the BPUD zoning designation in that it supports economical and orderly development consisting of compatible land uses.

Staff finds the requested BPUD (Business Planned Unit Development) zoning classification to be compatible with the existing trend of development in the area.

Consistency with the Comprehensive Plan

The rezone request has been evaluated for consistency with all applicable policies of the City's Comprehensive Plan. Per Policy FLU 1.1.2 the ratio of building floor area (FAR) for the General Commercial Development future land use designation shall not exceed 1.95. Per Policy FLU 1.1.5, the City is compelled to review the rezone request for consistency with the uses, density, and compatibility of the Comprehensive Plan.

The proposed Business Planned Unit Development (BPUD) zoning classification is compatible with the allowable uses and density provisions of the General Commercial Development future land use designation as well as with existing adjacent and future land uses, the natural environment and the impact upon supporting public infrastructure.

STAFF RECOMMENDATION:

At its meeting on May 7, 2018, the Board of Planning and Appeals unanimously recommended that the City Commission adopt the Ordinance enacting a Rezone from B-5 (General

Commercial) to BPUD (Business Planned Unit Development), and approve the associated Development Agreement and Preliminary Development Plan.

STAFF RECOMMENDATION:

Recommend the City Commission adopt the Ordinance enacting a Rezone from B-5 (General Commercial) to BPUD (Business Planned Unit Development), and approve the associated Development Agreement and Preliminary Development Plan for approximately 1.58 acres, located on the east side of Nova Road approximately 600 feet south of 6th Street.

MOTION:

APPROVE SECOND READING OF ORDINANCE 3005, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT A FROM B-5 (GENERAL COMMERCIAL DISTRICT) TO BPUD (BUSINESS PLANNED UNIT DEVELOPMENT) and, AMEND Section D. Land Uses within the BPUD (2) to read: *"There shall be 8 parking spaces located in the parking area constructed on Lots 3 and 4 that shall not be used to satisfy any other jurisdictions' parking requirements and shall only be used to satisfy the parking requirements of Lot 5. However, there shall not be a requirement to identify with signage that specific parking spaces are reserved for Lot 5 only."*

ATTACHMENTS:

- Aerial Map (PDF)
- Area Map (PDF)
- Zoning and FLU Map (PDF)
- Zoning Map - Surrounding Area (PDF)
- Street Views (PDF)
- Development Agreement (PDF)
- Preliminary Development Plan (PDF)
- Legal Description (PDF)
- Survey & Legal (PDF)
- Application (PDF)
- Property Appraiser Info Sheets (PDF)
- Rezone Ordinance (PDF)
- Halifax Media Plat Lots 1, 2 and 3 (Map Book 58 Page 155) (PDF)
- Daytona's Halifax Media PD Agreement (PDF)
- BOPA Minutes (PDF)

HISTORY:

05/22/18

City Commission

APPROVED AT 1ST READING

Next: 06/12/18

Brian Walker, City Planner, gave a brief description of the Halifax Media Holly Hill BPUD rezoning item with the Mayor and City Commissioners. The applicant is requesting a rezoning for 1.58 acres, located on the east side of Nova Road, approximately 600 feet south of 6th Street. The applicant is requesting a rezone to BPUD (Business Planned Unit Development) in order to develop lots 3, 4 and 5 of the Halifax Media Plat. Lots 3 and 4 are divided between the cities of Holly Hill and Daytona Beach. The portions lying within the City of Daytona Beach are part of the Halifax Media Planned District Agreement between the City of Daytona Beach and RPS News Journal Building, LLC. The portions lying within the City of Holly Hill are zoned B-5 (General Commercial District). Therefore, each lot has two different zoning districts. The applicant proposes commercial structures on the portions of lots 3 and 4 lying within the City of Daytona Beach. On the portions of lots 3 and 4 lying within the City of Holly Hill, the applicant proposes to develop the site as parking area and drainage only, in support of the commercial structures proposed on those same lots within the City of Daytona Beach. The portions of lots 3 and 4 that are proposed for parking and drainage are zoned B-5 which does not allow parking and drainage without a structure. Since the proposed structures are in another jurisdiction and zoning district, it is necessary to rezone the B-5 zoned property to a zoning classification that will allow parking and drainage as a support use only. The Business Planned Unit Development zoning district is designed to allow a flexibility of business uses and their supporting infrastructure. The rezone will allow the portions of lots 3 and 4 lying within the City of Holly Hill to be used as parking and drainage in support of the commercial structures within the City of Daytona Beach. Lot 5 is entirely within the City of Holly Hill and is currently zoned B-5 (General Commercial District). The applicant proposes to include this lot within the BPUD with the permitted uses to be consistent with the permitted uses under the B-5 zoning district of the Land Development Regulations of the City of Holly Hill. Mr. Walker stated with regards to the adjacent land uses and zoning, they are included as stated in their staff report. There is also a site analysis that is provided in their staff report. With regards to the consistency of the Land Development Code, the request is consistent with the Land Development Regulations of Holly Hill and the surrounding area. The proposed project supports the objectives of the BPUD zoning designation in that it supports economical and orderly development consisting of compatible land uses. With regards to consistency of the Comprehensive Plan, the proposed Business Planned Unit Development (BPUD) zoning classification is compatible with the allowable uses and density provisions of the General Commercial Development future land use designation as well as with existing adjacent and future land uses, the natural environment and the impact upon supporting public infrastructure. At the Board of Planning and Appeals meeting on May 7, 2018, the board unanimously recommended that the City Commission adopt the Ordinance enacting a Rezone from B-5 (General Commercial) to BPUD (Business Planned Unit Development), and approve the associated Development Agreement and Preliminary Development Plan. Therefore, staff recommends that the Commission adopt the Ordinance enacting a Rezone from B-5 (General Commercial) to BPUD (Business Planned Unit Development), and approve the associated Development Agreement and Preliminary Development Plan for approximately 1.58 acres, located on the east side of Nova Road approximately 600 feet south of 6th Street.

Mayor Penny stated Mr. Walker, he understands that there might have been some discussion with the applicant about possibly using the lot in discussion to absorb stormwater retention for possible future development parcels that are in Holly Hill? Was that a discussion?

Mr. Walker asked are you speaking in regards to lots 3 and 4?

Mayor Penny stated yes, for future development.

Mr. Walker stated there was the issue of them possibly allowing some of the parking. It wasn't really discussed with the applicant but it was something that came up after the BOPA meeting as maybe some ways of being able to enhance lot 5 and make it more usable. That's the only lot that's within Holly Hill.

Commissioner Via asked how many parking spaces would be available in lot 5?

Mr. Walker stated that would depend on the actual use. For example, if you have a commercial office structure, it would be one space for every 250 square feet. If it were a convenient store it would be one space for every 200 square feet. It depends on the actual use.

Commissioner Via stated so nothing is currently planned to go in there.

Mr. Walker stated not for lot 5.

Mayor Penny asked if the applicant would like to make a presentation.

Robert Merrell, Cobb Cole, 149 S. Ridgewood Avenue, Daytona Beach, mentioned that he is there on behalf of the applicant. He brought with him the development team to help answer questions of the Mayor and City Commissioners if needed. Mayor, your question about the parking. I've looked at the Daytona version, the mirror image of the BPUD from Daytona and I think it's flexible in the sense that parking can be shared among all the properties if it works out that way. Mr. Merrell stated they actually have one under contract that's hopefully going to come in and build on the middle lot and the others, at this point, are theoretical. He hopes that will be a cascading effect and others will come along and they're hoping that the city will see some new commercial development out there on the frontage of this property that's been vacant for so long.

Mayor Penny stated he thinks they collectively encourage the development but they would wish that they might get some taxable value in the city.

Mr. Merrell stated for sure, unquestionably, the piece on the south end, is entirely within Holly Hill and there will be something built there at some point in time. They are hoping that this first piece that is mostly within Daytona will happen and be a catalyst for the rest of it. They know that the city has water and sewer for sale there and so, the city will get that certainly. He thinks tax benefit, water/sewer benefit is going to come and then just the whole new idea of there being some new commercial development on this frontage. As far as he's concerned, when he drives down Nova Road it looks like Holly Hill to him there. He thinks that's Holly Hill but it's only partially. The effect, outwardly, of new development in the city, he thinks is certainly a big positive. They are hoping to bring that to the city. That's what they are here for today.

Commissioner Byrnes stated it is a little sad that Daytona gets these nice buildings and Holly Hill gets parking and retention ponds. It would be nice if Cobb Cole represented the other properties and could tell the City Commission that Cobb Cole is going to work hard to get something to develop on the rest of the property that's in the Holly Hill city limits.

Mr. Merrell stated he thinks the folks that are here with him tonight are definitely going to be cheerleaders for either side of the line. He didn't draw the line. It's kind of an odd way that it was drawn, he guesses. By the end of the day, they are hoping it's going to be all boats are rising with the tide. That's what they are hoping.

Commissioner Via asked his client would be open to the shared parking for lot 5? His concern is and probably Mr. Merrell's as well, you want to sell lot 5 and you want to put a building there,

just don't want to restrict it because it's a smaller lot, so the bigger you build the place the less lots you have and then you can't put certain businesses there. Is that something their client...

Mr. Merrell stated let him suggest that they do this. A lot of the Daytona BPUD, the mirror image of this, doesn't have a whole lot in there about parking but he thinks they can sort of bootstrap it by putting something in the Holly Hill BPUD, that they are hopefully approving tonight, that says just what Commissioner Via said. That it allows that to happen. Mr. Merrell stated as they know right now, the plan that they are looking at as part of this, is a concept plan.

Commissioner Via and Mayor Penny stated, right.

Mr. Merrell stated they have to come through and get the site plan approved and when that gets pinned down, they are going to leave that option open from a zoning standpoint because that's the only place they're at now. The zoning standpoint. He will make sure that's in there. Hopefully, that will be okay with Attorney Simpson as far as having that at the second reading.

Mr. Forte asked where would it be?

Mr. Merrell stated he can put it in the BPUD agreement and make it clear that the parking will be allowed to be across the lines, if they will. Just to make that clear. So, the opportunity for the next buyer to come along, they can have shared parking.

Mr. Walker stated he has a question with regards to that. The reason that they were requesting or thinking about the other lots absorbing some of the parking spaces for lot 5, would be to allow lot 5 to actually have a bigger building. For example, let's say lot 5 had an office building on it and lot 5 is allowed an office building of 30,000 square feet. Well, 30,000 square feet, once we figure out the required parking for 30,000, it might not be enough. It might not fit. So then they would say, we have to reduce our building. We can't do 30,000 square feet. We have to do 22,000 square feet. If they were allowed to put some of our parking on other lots then we could do our 30,000 square foot building and maybe do 60 of the required spaces on our lot and the other 20 somewhere else on lots 3 and 4. That's why the idea came up of *expressly* stating a number of parking spaces that would be used to benefit lot 5. To just say their shared parking, he just wants the Mayor and City Commissioners to understand, to say that there's going to be shared parking, will not accomplish lot 5 being able to do a larger building.

Mr. Merrell stated but it could.

Mr. Walker stated not if it's *specifically* stated.

Mr. Merrell asked can he elaborate....

Mayor Penny stated let's let the attorney's hash it out before second reading.

Mr. Merrell stated they can work on this before second reading.

Mr. Forte stated he wants to make sure he gets the direction though.

Mayor Penny stated, yes. Okay.

Mr. Merrell stated if the direction is to keep the flexibility there, he is all in favor of that. Mr. Walker's idea to make it a specific number on something that is theoretical at this point anyway, he thinks, is a bad idea. Mr. Merrell stated he wants to keep it open. He wants to have the option so when somebody comes in...he deals with this stuff every single day and he knows they're struggling between the government's role and the private sector's role but in this case, the private sector is not here yet saying this is what we want to build. The market's not there telling them ten

spaces here or ten over there. They will get there and when they do, they want to leave the options open. They're trying to get things built here and they don't know what they are yet. They are doing what Mr. Walker said, and although he sees where Mr. Walker is going, it's get them too locked in, he's afraid. Keeping it flexible, gets the city what it wants, Commissioner Via, what Mayor Penny is suggesting, and he thinks that's the best they can do.

Mr. Forte stated just hypothetically, if the realtors come to the city and say, "I have somebody that wants to build on lot 5", and they have somebody that wants to build this building, stormwater is taken care of but between landscaping requirements and parking requirements and floor area ratios, we don't have enough parking space, can anybody in that PUD say, "nope, no room here".

Mr. Merrell stated so they have a master developer that's doing the PUD...

Mr. Forte stated, right.

Mr. Merrell stated somebody comes in and buys a piece from them or they're leasing, they have control of that.

Mr. Forte stated, right.

Mr. Merrell stated he wants to make sure the documents are clear. Right now, looking at the PUD it doesn't say anything. It doesn't say that they can or cannot do it. So, he thinks you can. It's in a PUD, it's in a master plan.

Mr. Forte stated but he thinks anybody can park there if they want but if the city is going to go this route, he wants to make sure that when Mr. Walker reviews the document for parcel 5, if it's short parking, and he thinks Cobb Cole would be in favor of it and help market parcel 5, that the city can use an allocation, not a designated "these ten spots" but an allocation of spots.

Mr. Merrell stated the Mayor mentioned stormwater. (speaking to his client): To the extent that you guys have offsite stormwater, do you want to address that or is there a chance that some of the stormwater that is going to accommodate the lot, may have a bigger building? Is there a chance for that? (speaking to his client).

Mr. Forte stated he thinks the stormwater for that parcel is covered...

(Inaudible from the audience at this time - Mr. Merrell's clients speaking).

Mr. Forte stated it's handled.

Mr. Merrell stated it's in and it's not on that lot. So, the city already has the benefit of what the Mayor's question was on that. Mr. Merrell stated, Mr. Forte, between first and second reading can they work through some of the ideas...

Mr. Forte stated he thinks so.

Mr. Merrell stated that they want to have the opportunity, that if somebody comes along and doesn't have enough parking to do the building they want to do on lot 5, they have the opportunity.

Commissioner Via stated he just doesn't want to handcuff themselves.

Mr. Forte stated he thinks he understands what the Commissioners want and what Mr. Merrell is trying to accomplish and what Mr. Walker is looking for and they have an extra week between meetings so the attorney's can discuss it and work it out.

Mayor Penny asked if there were any more questions from the Commission. There was no one.

Mayor Penny opened public participation.

Donna Alderette, 325 Scotland Drive, Holly Hill, stated she directly abuts this property and shared her concerns about this request for Halifax Media and the BPUD to the Mayor and Commissioners. She informed them that she has gone to almost every meeting in Daytona Beach and attended BOPA meeting for this and this request affects her quality of life. Shared her concerns about the landscaping suggested for the request that shows it to be put in on the Nova Road side and the rear side of the requested property. The original plans shows trees that were supposed to be planted and not one tree has been planted. She would rather look at nice landscaping than a parking lot right now. Mentioned that she wasn't notified about the meeting; received no notice but her neighbor did. Shared her concerns about the headlights shining in through her windows at night with a fast food restaurant there and 24-hour service.

Mayor Penny closed public participation.

Mayor Penny asked Mr. Walker if he has any knowledge of the agreement with the trees and the buffers and all of that stuff?

Mr. Walker stated he doesn't have any knowledge with respect to this specific circumstance.

Mayor Penny stated, okay.

Mr. Forte stated keep in mind, the landscaping requirements is a Daytona standard.

Mayor Penny stated it's a Daytona Beach requirement.

Mr. Merrell stated he appreciates Ms. Alderette's comments and certainly, everybody is landscape sensitive these days but the landscaping that they don't see there is going to be installed when the buildings come in through the site plan approval process. When Ms. Alderette is saying she doesn't see landscape it's because nothing's been built.

Mayor Penny asked would it be typical not to put the landscape in until right before the Certificate of Occupancy.

Mr. Merrell stated you don't tear a landscape up and then put the building in. It's going to happen when the buildings come through the site plan approval process. They will see the details. That's how it works and he thinks the Mayor and City Commissioners understand that. He just wanted to be responsive to Ms. Alderette so what she sees is not what's going to be done ultimately.

Commissioner Byrnes stated if they don't sell lot 5 for ten more years, this resident is going to have to put up with that kind of concern.

Mr. Merrell stated he looks at lot 5 and sees a whole lot of landscaping there now and he just Google Earth it and he is trying to understand what Ms. Alderette is looking for on that side of the property. He was thinking the other side; that was the opposite lot. If they wouldn't mind, maybe they can talk about it between first and second reading and try to make sure they understand her concerns fully and try to bring forward something the Commissioners will feel is responsible.

Mayor Penny stated sounds good.

Commissioner Currie stated she would be happy as long as they take some of that into consideration.

Mayor Penny stated he just doesn't know how much control the city will have because they can only control Holly Hill side.

Commissioner Currie asked but lot 5 is all of the city's?

Mayor Penny stated, correct.

*Commissioner Via made a motion to **APPROVE the First Reading of Ordinance 3005 with the City Attorney and Mr. Merrell talking about the shared parking and figuring out a formula for that**, seconded by Commissioner Danio.*

Commissioner Byrnes stated he would like to find out why the notice wasn't received.

Mr. Forte stated he will find out.

Commissioner Byrnes stated he is going to preliminary vote "yes" but he's reserving the right to change that vote at second reading.

Mayor Penny stated since this is a PUD, can they mandate some of those things that they want?

Mr. Forte stated generally, a PUD is a negotiation between the jurisdiction and the applicant.

Mayor Penny stated that's what he means. They can throw it out there as a negotiating tool and let the attorney's hash that out between first and second reading.

Mr. Forte stated, right. That's why he wanted to make sure he got the direction from the Commission as to what they are looking for.

PASSED, 5-0.

Ordinance No. (ID # 2045)**SECOND READING - ORDINANCE 3005 AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT "A" FROM B-5 (GENERAL COMMERCIAL DISTRICT) TO BPUD (BUSINESS PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.****ORDINANCE 3005**

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT A FROM B-5 (GENERAL COMMERCIAL DISTRICT) TO BPUD (BUSINESS PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Volusia County, Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et. Seq., Florida Statutes; and

WHEREAS, the City Commission, as authorized by 163.3202, Florida Statutes, has enacted and does enforce the Land Development Regulations, based on, related to, and as a means to implement its adopted comprehensive plan; and

WHEREAS, the Holly Hill Board of Planning and Appeals has recommended that the requested rezoning be granted; and

WHEREAS, the City Commission has determined that it is necessary to amend its Land Development Regulations as herein provided in order to more effectively implement and is consistent with its adopted comprehensive plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION

OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The Official Zoning Map of the City of Holly Hill is hereby amended to designate the property described in Exhibit A as BPUD (Business Planned Unit Development) pursuant to the provisions contained in the attached Development Agreement, attached to this Ordinance as Exhibit B and incorporated in this Ordinance by reference.

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 3. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 4. That this Ordinance shall become effective upon recording.

APPROVED AND AUTHENTICATED on the 12th day of JUNE, 2018 for second reading.

EXHIBIT "A"**LEGAL DESCRIPTION**

A PORTION OF LOTS 3, 4 AND 5, HALIFAX MEDIA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 58, PAGES 154 THROUGH 159 INCLUSIVE. VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE AND THE POINT OF BEGINNING COMMENCE AT THE SOUTHWEST CORNER OF LOT 5, HALIFAX MEDIA RUN THENCE NORTH 25 DEGREES 46 MINUTES 29 SECONDS WEST ALONG THE WEST LINE OF LOT 5, LOT 4 AND LOT 3, FOR A DISTANCE OF 430.45 FEET; THENCE NORTH 64 DEGREES 28 MINUTES 09 SECONDS EAST FOR A DISTANCE OF 159.01 FEET; THENCE SOUTH 25 DEGREES 43 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 429.66 FEET TO THE SOUTH LINE OF LOT 5, OF SAID HALIFAX

MEDIA ; THENCE SOUTH 64 DEGREES 11 MINUTES 08 SECONDS WEST ALONG THE SAID SOUTH LINE OF LOT 5, FOR A DISTANCE OF 158.68 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINS 1.568 ACRES MORE OR LESS.

EXHIBIT "B"

DEVELOPMENT AGREEMENT

HALIFAX MEDIA - HOLLY HILL BUSINESS PLANNED UNIT DEVELOPMENT (BPUD)

The Application of RPS News Journal Building, LLC, a Florida limited liability company, hereafter the "Applicant," for rezoning was heard by and before the City of Holly Hill's Board of Planning and Appeals on _____, 2018 and the City Commission of the City of Holly Hill on _____ 2018, and _____, 2018. Based upon the Application and other supporting documents, maps, other evidence and instruments, the advice, report, and recommendations of the City staff and consultants, and the testimony adduced, and evidence received at the Public Hearings on this Application and otherwise being fully advised, the Holly Hill City Commission does hereby find and determine as follows:

A. That the Application of RPS News Journal Building, LLC, a Florida limited liability company, was duly and properly filed on March __, 2018.

B. That all fees and costs which are by law, regulation, or ordinance required to be borne by the Applicant have been paid.

C. That the Applicant is the owner of approximately 1.57 +/- acres lying within the City of Holly Hill. There are three (3) lots or portions of lot platted (Lots 3, 4, and 5) as Halifax Media Subdivision as recorded in Volusia County Map Book 58, Page 159, collectively referred to as the "Property." The Property is described more particularly in the legal description and Preliminary Development Plan, copies of which are attached hereto as Exhibit "A" and by reference incorporated herein.

The Property is part of a larger project that is largely within the City of Daytona Beach and subject to the Halifax Media Planned District Agreement as recorded in Volusia County Records Book 7334, Page 3421. The Property is intended to function as part of the larger project and provide support of the same.

D. That the Applicant has held a pre-application meeting as required by Section 114-771 of the Holly Hill Code of Ordinances.

E. That the Applicant has complied with the "due public notice" requirements of the

Holly Hill Code of Ordinances.

F. That the owner of the Property, RPS News Journal Building, LLC, agrees with the provisions of the Development Agreement.

FINDINGS REGARDING REZONING

A. That the Applicant has applied for a change of Zoning from the present zoning classifications of the Property described in Exhibit "A" from B-5 (General Commercial District) to a Business Planned Unit Development.

B. That the said rezoning to a Business Planned Unit Development is consistent with both the City's Comprehensive Plan, as amended, and the purpose and intent of the Holly Hill Land Use and Development Regulations, as amended, and does promote the public health, safety, morals, general welfare and orderly growth of the area affected by the requested rezoning.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, IN OPEN PUBLIC MEETING DULY ASSEMBLED IN THE COMMISSION CHAMBERS, HOLLY HILL CITY HALL, HOLLY HILL, FLORIDA, THIS __ DAY OF _____, 2018, A.D., AS FOLLOWS:

A. That the Application of RPS News Journal Building, LLC, for the rezoning of the subject parcel is hereby granted.

B. That the Zoning classification of the Property described in Exhibit "A" attached hereto is hereby amended from B-5 (General Commercial District) to Business Planned Unit Development. The BPUD zoning for the Property will permit Halifax Media - Holly Hill Business Planned Unit Development.

C. That the Official Zoning Map of the City of Holly Hill is hereby amended to show the rezoning of said Property to Business Planned Unit Development.

D. That the provisions of the "Master Development Plan" as hereinafter set forth in this Order are consistent with the LDR. With respect to any conflict between the LDR and the Master Development Plan, the provisions of the Master Development Plan shall govern. The LDR shall govern with respect to any matter not covered by the Master Development Plan. The Holly Hill Development Code Administrator will ensure overall compliance with this Order.

E. Unless otherwise provided for herein, the LDR supplementary Regulations shall apply to the development authorized by this Written Development Agreement.

F. Nothing in this Order shall abridge the requirements of any Ordinance of the City of Holly Hill other than the LDR and then, only to the extent authorized by this Written Development Agreement.

G. That the Written Development Agreement, with all attached exhibits, and the Preliminary Development Plan, which is attached hereto as Exhibit B, and by reference incorporated herein, shall comprise the Master Development Plan, which shall govern the development of the Property.

DEVELOPMENT AGREEMENT

A. **Development Concept.** The Property shall be developed as a Business Planned Unit Development substantially in accordance with the Master Development Plan. The Master Development Plan shall govern the development of the Property as a Business Planned Unit Development and shall regulate the future land use of the Property.

1. **Master Development Plan.** The Master Development Plan shall consist of the Preliminary Development Plan prepared by Finley Engineering Solutions, Inc. and this Written Development Agreement, including all attached exhibits. The Master Development Plan shall be filed and retained for public inspection in the office of the City Clerk and it shall constitute a supplement to the Official Zoning Map of the City of Holly Hill. In the event of a conflict between the Written Development Agreement and the Preliminary Development Plan, the Written Development Agreement shall control.

2. **Amendments.** All amendments of the Master Development Plan, other than those defined by the LDR to be Minor Amendments, shall require the review and recommendation of the Board of Planning and Appeals and action by the City Commission in the same manner as a rezoning of the parcel. In the event the Development Code Administrator is unable to determine whether an amendment is a Major or Minor Amendment, the Development Code Administrator shall seek a determination by the City Commission.

3. **Final Development Plan Approval.** After the Master Development Plan is recorded, and prior to issuance of any permits for construction, demolition or land filling, a Final Development Plan shall be prepared and submitted for review and approval in the manner required by the LDR. However, prior to approval of the Final Development Plan by the City pursuant to the LDR, the Final Development Plan shall be submitted to the City Commission for review and comment.

B. **Unified Ownership.** The Applicant and its successors shall maintain unified ownership or control of the Property until after approval of the BPUD rezoning.

C. **Phases of Development.** Subject to the conditions provided below, Applicant shall develop the Property in phases as depicted on the Preliminary Development Plan as described as follows:

1. **Phase I:** Construction of the parking lot on that portion of Lot 3 lying within Holly Hill in support of development of the Commercial Building on that portion of Lot 3 lying within the City of Daytona Beach; and

2. **Phase II:** Construction of commercial uses on Lot 5, consistent with the

land development criteria permitted under the B-5 zoning category; and

3. Phase III: Construction of the parking lot on that portion of Lot 4 lying within Holly Hill in support of development of the commercial building on that portion of Lot 4 lying within the City of Daytona Beach.

Applicant shall diligently pursue any required permits and authorizations from applicable government agencies for each phase and component of such phase. City shall cooperate in good faith, at no cost to the City, with Applicant in Applicant's efforts to obtain any such permits and authorizations. However, the Applicant shall be under no obligation to undertake any phase or component of any phase without requisite approval of the applicable governing board or agency, including without limitation, the securing of any required permits from such board or agency.

Final Development Plans for each phase of the Property shall be individually approved or, at the Applicant's option, Phases may be processed simultaneously. Each phase shall conform to the City standards of functionally "standing alone" in regard to provisions of access to infrastructure including, but not limited to, roads, potable water, sewer, reclaimed water, and other required infrastructure. In the event that only one (1) phase at a time is approved, the Final Development Plan for a particular phase shall make provisions for allowing connection of the remaining phases in the configuration required by the Master Development Plan, and contain such reservations, easements, and utility extensions necessary to facilitate the development of subsequent phases in accordance herewith.

The City of Holly Hill shall be the local agency responsible for Site Plan review and Building Permitting for Lot 5. The City of Daytona Beach shall be the Lead Local Agency for Site Plan review and Building Permitting of Lots 3 and 4, with input from the City of Holly Hill. The City of Holly Hill shall be entitled to Building Permit fees for that portion of development on Lots 3,4, and 5 that lie within Holly Hill.

D. Land Uses Within the BPUD. The development of the Property shall be consistent with the uses prescribed for each area within the BPUD. The location and size of said land use areas are shown on the Preliminary Development Plan, Exhibit "B." The following land use shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures:

1. Parking Lot on Lots 3 and 4: The Parking Lot on those portions of Lots 3 and 4 lying within the City of Holly Hill shall be permitted to be developed as a parking lot intended to support the remainder of said lots, within the municipal boundary of the City of Daytona Beach and whose development is controlled by the Planned Development Agreement as recorded in the Volusia County Official Records Book 7334, Page 3421.

2. Lot 5: Lot 5 shall be permitted to be developed consistent with the uses permitted under the B-5 zoning district of the LDR at the time of approval of the Master Development Plan. (Section 114-473, LDR)

E. Development Standards. All development on the Property shall be generally

consistent with Exhibit "B." It is recognized that the specific layout of Buildings and parking on each lot may change, depending on the end user. However, the general layout shall remain consistent with Exhibit "B."

1. Lots 3 and 4 shall follow the Landscape requirements of the City of Daytona Beach, except that Lots 3 and 4 shall provide a 50' landscape buffer along Nova Road and a 5' buffer along each additional boundary, each as measured from the platted lot lines.
2. Lot 5 shall follow the Landscape requirements of the City of Holly Hill, except that Lot 5 shall provide a 20' landscape buffer along Nova Road and a 5' landscape buffer along each additional boundary, each as measured from the platted lot lines.
3. To the extent that this Agreement and Exhibit "B" do not address an applicable standard, development shall comply with the B-5 zoning district development standards at the time of approval of the Master Development Plan.

F. **Sewage Disposal and Potable Water.** The City of Holly Hill owns and operates a Water and Wastewater Treatment Plan with a permitted capacity of 2.4 MGD. The City has adequate water and wastewater capacity to support the proposed development. Water and sewer connections from all Lots will be made to the City of Holly Hill systems.

G. **Stormwater Management.** Stormwater facilities were previously permitted and constructed in accordance with St. Johns River Water Management District ("SJRWMD") permitting and Preliminary Plat approvals by both the city of Holly Hill and the City of Daytona Beach.

H. **Access, Internal Roadways and Transportation System Improvements.** Access to the project and internal roadways shall be as generally depicted on Exhibit "B." Transportation system improvements will be made in accordance with the requirements of the Holly Hill LDR.

I. **Building or Property Owners Association.** To the extent that any common areas will exist within the project, a Property owners association has been established for future regulation, maintenance and repair of the Property.

With respect to the enforcement of any Property owners association charter and bylaws, any other agreements, covenants, easements or restrictions entered into by and between the Applicant and the owners or occupiers of Property within the PUD, the city will only enforce the provisions of the Master Development Plan and the Holly Hill Code of Ordinances, as amended, whichever is applicable. The City will not be responsible for enforcement of any private agreements.

J. **Binding Effect of Plans; Recording; and Effective Date.** The Master

Development Plan, including any and all supplementary orders, and the Preliminary Development Plan shall bind an inure to the benefit of the Applicant and its successors in title or interest, to the extent that the improvements shown on same not permitted to be relocated as provided herein. The BPUD zoning, provisions of the Master Development Plan, and all approved plans shall run with the land and shall be administered in a manner consistent with the City's LDR.

This Order and all subsequent orders shall be filed with the Clerk of the Circuit Court and recorded within ____ days following execution of the document by the Holly Hill City Commission, in the Official Records of Volusia County, Florida. One copy of the document, bearing the book, page number of the Official Record in which the document was recorded, shall be submitted to the City Clerk. The effective date of this document shall be the effective date of Ordinance _____. The Applicant shall pay all filing costs for recording documents.

K. **Conceptual Approval.** The parties hereto acknowledge that reductions in intensity may occur, and that minor changes to the Preliminary Development Plan including roadway design, location and size of structures, actual location of parking spaces, specific locations of land uses, and landscape buffers may result. Any such changes to the Preliminary Development Plan may be approved by the Development Code Administrator if he determines that said changes are Minor Amendments as that term is defined in the LDR. Any revisions to the Preliminary Development Plan shall be reflected on the Final Development Plan during the approval process of the same.

Done and Ordered by the City Commission of the City of Holly Hill, Florida, this ____ day of ____, 2018.

Attest:

CITY OF HOLLY HILL, FL

Valerie Manning, City Clerk

John Penny, Mayor

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me this ____ day of ____, 2018, by VALERIE MANNING, as City Clerk, City of Holly Hill, and JOHN PENNY, as Mayor, City of Holly Hill, who are personally known to me or have produced _____ as identification.

NOTARY PUBLIC:

Sign: _____

Print: _____

State of Florida At Large
(Seal)

My Commission Expires:

Title/Rank: _____

Commission Number: _____

Witness:

RPS NEWS JOURNAL BUILDING, LLC

(Name Printed or Typed)

BY: _____

(Name Printed or Typed)

Title: _____

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____, of RPS News Journal Building, LLC, and who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:

Sign: _____

Print: _____

State of Florida At Large

(Seal)

My Commission Expires:

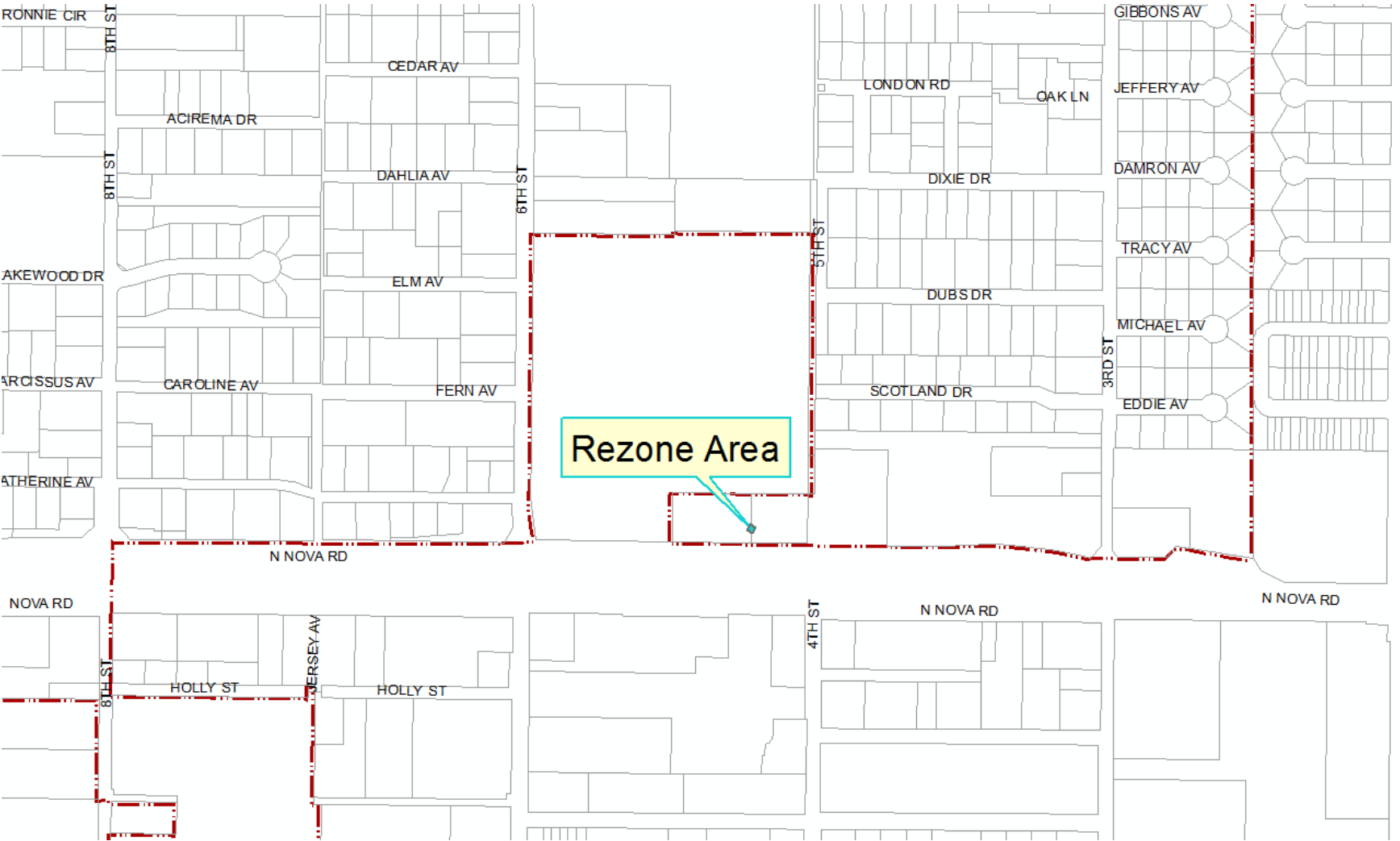
Title/Rank: _____

Commission Number: _____

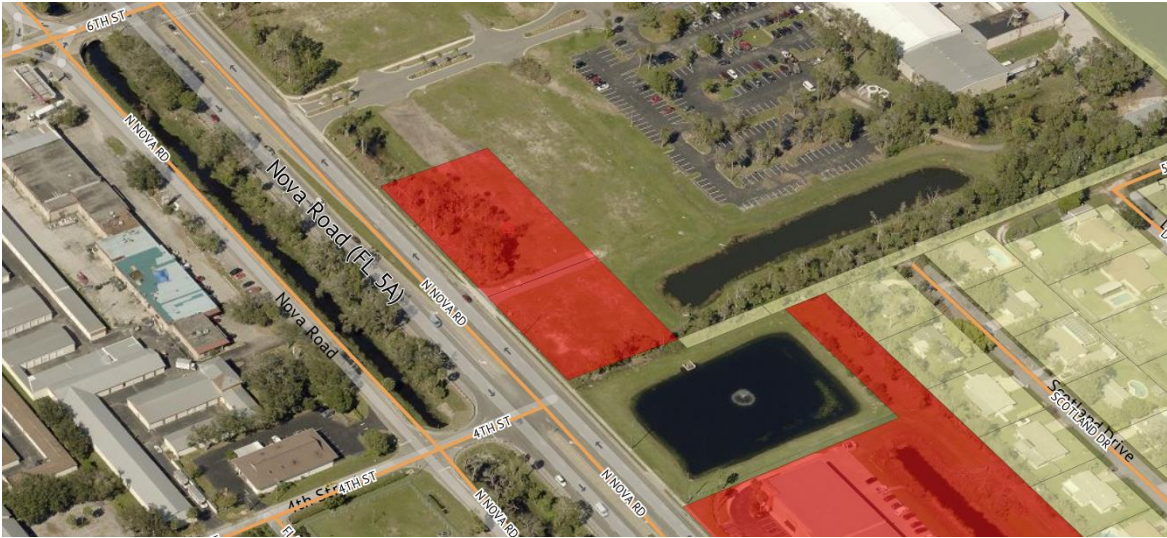
AERIAL MAP



AREA MAP

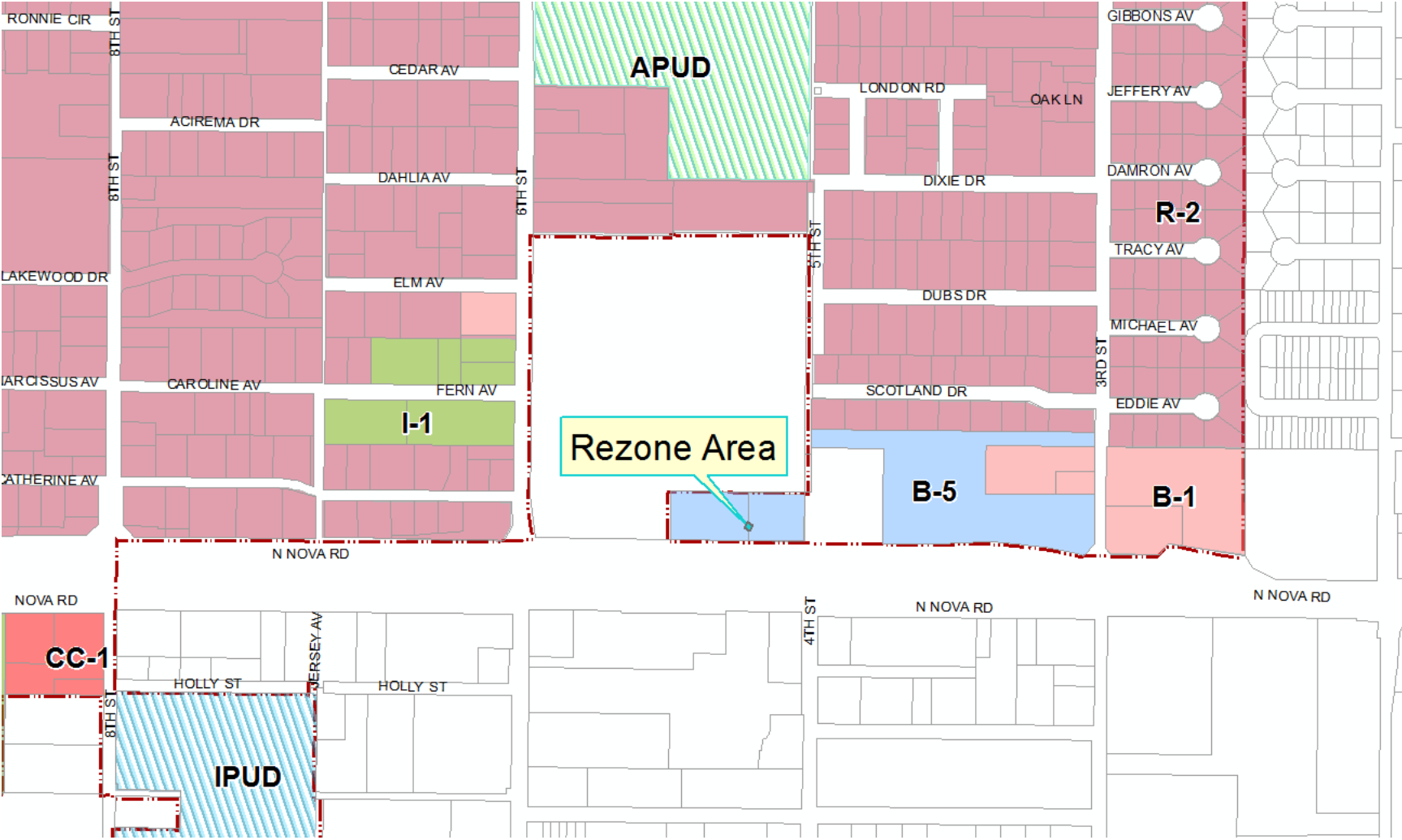


B-5 Zoning / General Retail Commercial FLU



Attachment: Zoning and FLU Map (2045 : Halifax Media Holly Hill BPUD Rezone)

B-5 ZONING
GENERAL COMMERCIAL FLU



Looking North on Nova Road



Looking South on Nova Road



Looking East on Nova Road



DEVELOPMENT AGREEMENT

HALIFAX MEDIA – HOLLY HILL BUSINESS PLANNED UNIT DEVELOPMENT (BPUD)

The Application of RPS News Journal Building, LLC, a Florida limited liability company, hereafter the "Applicant," for rezoning was heard by and before the City of Holly Hill's Board of Planning and Appeals on _____, 2018 and the City Commission of the City of Holly Hill on _____ 2018, and _____, 2018. Based upon the Application and other supporting documents, maps, other evidence and instruments, the advice, report, and recommendations of the City staff and consultants, and the testimony adduced, and evidence received at the Public Hearings on this Application and otherwise being fully advised, the Holly Hill City Commission does hereby find and determine as follows:

A. That the Application of RPS News Journal Building, LLC, a Florida limited liability company, was duly and properly filed on March __, 2018.

B. That all fees and costs which are by law, regulation, or ordinance required to be borne by the Applicant have been paid.

C. That the Applicant is the owner of approximately 1.57 +/- acres lying within the City of Holly Hill. There are three (3) lots or portions of lot platted (Lots 3, 4, and 5) as Halifax Media Subdivision as recorded in Volusia County Map Book 58, Page 159, collectively referred to as the "Property." The Property is described more particularly in the legal description and Preliminary Development Plan, copies of which are attached hereto as Exhibit "A" and by reference incorporated herein.

The Property is part of a larger project that is largely within the City of Daytona Beach and subject to the Halifax Media Planned District Agreement as recorded in Volusia County Records Book 7334, Page 3421. The Property is intended to function as part of the larger project and provide support of the same.

D. That the Applicant has held a pre-application meeting as required by Section 114-771 of the Holly Hill Code of Ordinances.

E. That the Applicant has complied with the "due public notice" requirements of the Holly Hill Code of Ordinances.

F. That the owner of the Property, RPS News Journal Building, LLC, agrees with the provisions of the Development Agreement.

Attachment: Development Agreement (2045 : Halifax Media Holly Hill BPUD Rezone)

FINDINGS REGARDING REZONING

A. That the Applicant has applied for a change of Zoning from the present zoning classifications of the Property described in Exhibit "A" from B-5 (General Commercial District) to a Business Planned Unit Development.

B. That the said rezoning to a Business Planned Unit Development is consistent with both the City's Comprehensive Plan, as amended, and the purpose and intent of the Holly Hill Land Use and Development Regulations, as amended, and does promote the public health, safety, morals, general welfare and orderly growth of the area affected by the requested rezoning.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, IN OPEN PUBLIC MEETING DULY ASSEMBLED IN THE COMMISSION CHAMBERS, HOLLY HILL CITY HALL, HOLLY HILL, FLORIDA, THIS __ DAY OF _____, 2018, A.D., AS FOLLOWS:

A. That the Application of RPS News Journal Building, LLC, for the rezoning of the subject parcel is hereby granted.

B. That the Zoning classification of the Property described in Exhibit "A" attached hereto is hereby amended from B-5 (General Commercial District) to Business Planned Unit Development. The BPUD zoning for the Property will permit Halifax Media – Holly Hill Business Planned Unit Development.

C. That the Official Zoning Map of the City of Holly Hill is hereby amended to show the rezoning of said Property to Business Planned Unit Development.

D. That the provisions of the "Master Development Plan" as hereinafter set forth in this Order are consistent with the LDR. With respect to any conflict between the LDR and the Master Development Plan, the provisions of the Master Development Plan shall govern. The LDR shall govern with respect to any matter not covered by the Master Development Plan. The Holly Hill Development Code Administrator will ensure overall compliance with this Order.

E. Unless otherwise provided for herein, the LDR supplementary Regulations shall apply to the development authorized by this Written Development Agreement.

F. Nothing in this Order shall abridge the requirements of any Ordinance of the City of Holly Hill other than the LDR and then, only to the extent authorized by this Written Development Agreement.

G. That the Written Development Agreement, with all attached exhibits, and the Preliminary Development Plan, which is attached hereto as Exhibit B, and by reference incorporated herein, shall comprise the Master Development Plan, which shall govern the development of the Property.

Attachment: Development Agreement (2045 : Halifax Media Holly Hill BPUD Rezoning)

DEVELOPMENT AGREEMENT

A. **Development Concept.** The Property shall be developed as a Business Planned Unit Development substantially in accordance with the Master Development Plan. The Master Development Plan shall govern the development of the Property as a Business Planned Unit Development and shall regulate the future land use of the Property.

1. **Master Development Plan.** The Master Development Plan shall consist of the Preliminary Development Plan prepared by Finley Engineering Solutions, Inc. and this Written Development Agreement, including all attached exhibits. The Master Development Plan shall be filed and retained for public inspection in the office of the City Clerk and it shall constitute a supplement to the Official Zoning Map of the City of Holly Hill. In the event of a conflict between the Written Development Agreement and the Preliminary Development Plan, the Written Development Agreement shall control.

2. **Amendments.** All amendments of the Master Development Plan, other than those defined by the LDR to be Minor Amendments, shall require the review and recommendation of the Board of Planning and Appeals and action by the City Commission in the same manner as a rezoning of the parcel. In the event the Development Code Administrator is unable to determine whether an amendment is a Major or Minor Amendment, the Development Code Administrator shall seek a determination by the City Commission.

3. **Final Development Plan Approval.** After the Master Development Plan is recorded, and prior to issuance of any permits for construction, demolition or land filling, a Final Development Plan shall be prepared and submitted for review and approval in the manner required by the LDR. However, prior to approval of the Final Development Plan by the City pursuant to the LDR, the Final Development Plan shall be submitted to the City Commission for review and comment.

B. **Unified Ownership.** The Applicant and its successors shall maintain unified ownership or control of the Property until after approval of the BPUD rezoning.

C. **Phases of Development.** Subject to the conditions provided below, Applicant shall develop the Property in phases as depicted on the Preliminary Development Plan as described as follows:

1. Phase I: Construction of the parking lot on that portion of Lot 3 lying within Holly Hill in support of development of the Commercial Building on that portion of Lot 3 lying within the City of Daytona Beach; and

2. Phase II: Construction of commercial uses on Lot 5, consistent with the land development criteria permitted under the B-5 zoning category; and

3. Phase III: Construction of the parking lot on that portion of Lot 4 lying within Holly Hill in support of development of the commercial building on that portion of Lot 4 lying within the City of Daytona Beach.

Applicant shall diligently pursue any required permits and authorizations from applicable government agencies for each phase and component of such phase. City shall cooperate in good faith, at no cost to the City, with Applicant in Applicant's efforts to obtain any such permits and authorizations. However, the Applicant shall be under no obligation to undertake any phase or component of any phase without requisite approval of the applicable governing board or agency, including without limitation, the securing of any required permits from such board or agency.

Final Development Plans for each phase of the Property shall be individually approved or, at the Applicant's option, Phases may be processed simultaneously. Each phase shall conform to the City standards of functionally "standing alone" in regard to provisions of access to infrastructure including, but not limited to, roads, potable water, sewer, reclaimed water, and other required infrastructure. In the event that only one (1) phase at a time is approved, the Final Development Plan for a particular phase shall make provisions for allowing connection of the remaining phases in the configuration required by the Master Development Plan, and contain such reservations, easements, and utility extensions necessary to facilitate the development of subsequent phases in accordance herewith.

The City of Holly Hill shall be the local agency responsible for Site Plan review and Building Permitting for Lot 5. The City of Daytona Beach shall be the Lead Local Agency for Site Plan review and Building Permitting of Lots 3 and 4, with input from the City of Holly Hill. The City of Holly Hill shall be entitled to Building Permit fees for that portion of development on Lots 3,4, and 5 that lie within Holly Hill.

D. **Land Uses Within the BPUD.** The development of the Property shall be consistent with the uses prescribed for each area within the BPUD. The location and size of said land use areas are shown on the Preliminary Development Plan, Exhibit "B." The following land use shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures:

1. Parking Lot on Lots 3 and 4: The Parking Lot on those portions of Lots 3 and 4 lying within the City of Holly Hill shall be permitted to be developed as a parking lot intended to support the remainder of said lots, within the municipal boundary of the City of Daytona Beach and whose development is controlled by the Planned Development Agreement as recorded in the Volusia County Official Records Book 7334, Page 3421.

2. Lot 5: Lot 5 shall be permitted to be developed consistent with the uses permitted under the B-5 zoning district of the LDR at the time of approval of the Master Development Plan. (Section 114-473, LDR)

E. **Development Standards.** All development on the Property shall be generally consistent with Exhibit "B." It is recognized that the specific layout of Buildings and parking on each lot may change, depending on the end user. However, the general layout shall remain consistent with Exhibit "B."

1. Lots 3 and 4 shall follow the Landscape requirements of the City of Daytona Beach, except that Lots 3 and 4 shall provide a 50' landscape buffer along Nova Road and a 5' buffer along each additional boundary, each as measured from the platted lot lines.
2. Lot 5 shall follow the Landscape requirements of the City of Holly Hill, except that Lot 5 shall provide a 20' landscape buffer along Nova Road and a 5' landscape buffer along each additional boundary, each as measured from the platted lot lines.
3. To the extent that this Agreement and Exhibit "B" do not address an applicable standard, development shall comply with the B-5 zoning district development standards at the time of approval of the Master Development Plan.

F. **Sewage Disposal and Potable Water.** The City of Holly Hill owns and operates a Water and Wastewater Treatment Plan with a permitted capacity of 2.4 MGD. The City has adequate water and wastewater capacity to support the proposed development. Water and sewer connections from all Lots will be made to the City of Holly Hill systems.

G. **Stormwater Management.** Stormwater facilities were previously permitted and constructed in accordance with St. Johns River Water Management District ("SJRWMD") permitting and Preliminary Plat approvals by both the city of Holly Hill and the City of Daytona Beach.

H. **Access, Internal Roadways and Transportation System Improvements.** Access to the project and internal roadways shall be as generally depicted on Exhibit "B." Transportation system improvements will be made in accordance with the requirements of the Holly Hill LDR.

I. **Building or Property Owners Association.** To the extent that any common areas will exist within the project, a Property owners association has been established for future regulation, maintenance and repair of the Property.

With respect to the enforcement of any Property owners association charter and bylaws, any other agreements, covenants, easements or restrictions entered into by and between the Applicant and the owners or occupiers of Property within the PUD, the city will only enforce the provisions of the Master Development Plan and the Holly Hill Code of Ordinances, as amended, whichever is applicable. The City will not be responsible for enforcement of any private agreements.

J. **Binding Effect of Plans; Recording; and Effective Date.** The Master Development Plan, including any and all supplementary orders, and the Preliminary Development Plan shall bind an inure to the benefit of the Applicant and its successors in title or interest, to the extent that the improvements shown on same not permitted to be relocated as provided herein. The BPUD zoning, provisions of the Master Development Plan, and all approved plans shall run with the land and shall be administered in a manner consistent with the City's LDR.

This Order and all subsequent orders shall be filed with the Clerk of the Circuit Court and recorded within _____ days following execution of the document by the Holly Hill City Commission, in the Official Records of Volusia County, Florida. One copy of the document, bearing the book, page number of the Official Record in which the document was recorded, shall be submitted to the City Clerk. The effective date of this document shall be the effective date of Ordinance _____. The Applicant shall pay all filing costs for recording documents.

K. **Conceptual Approval.** The parties hereto acknowledge that reductions in intensity may occur, and that minor changes to the Preliminary Development Plan including roadway design, location and size of structures, actual location of parking spaces, specific locations of land uses, and landscape buffers may result. Any such changes to the Preliminary Development Plan may be approved by the Development Code Administrator if he determines that said changes are Minor Amendments as that term is defined in the LDR. Any revisions to the Preliminary Development Plan shall be reflected on the Final Development Plan during the approval process of the same.

Done and Ordered by the City Commission of the City of Holly Hill, Florida, this ____ day of _____, 2018.

Attest:

CITY OF HOLLY HILL

Valerie Manning, City Clerk

John Penny, Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by VALERIE MANNING, as City Clerk, City of Holly Hill, and JOHN PENNY, as Mayor, City of Holly Hill, who are personally known to me or have produced _____ as identification.

NOTARY PUBLIC:

Sign: _____

Print: _____

State of Florida At Large
(Seal)

My Commission Expires:

Title/Rank: _____

Commission Number: _____

Witness:

RPS NEWS JOURNAL BUILDING, LLC

(Name Printed or Typed)

BY: _____

(Name Printed or Typed)

Title: _____

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____, of RPS News Journal Building, LLC, and who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:

Sign: _____

Print: _____

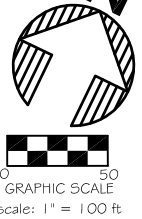
State of Florida At Large
(Seal)

My Commission Expires:

Title/Rank: _____

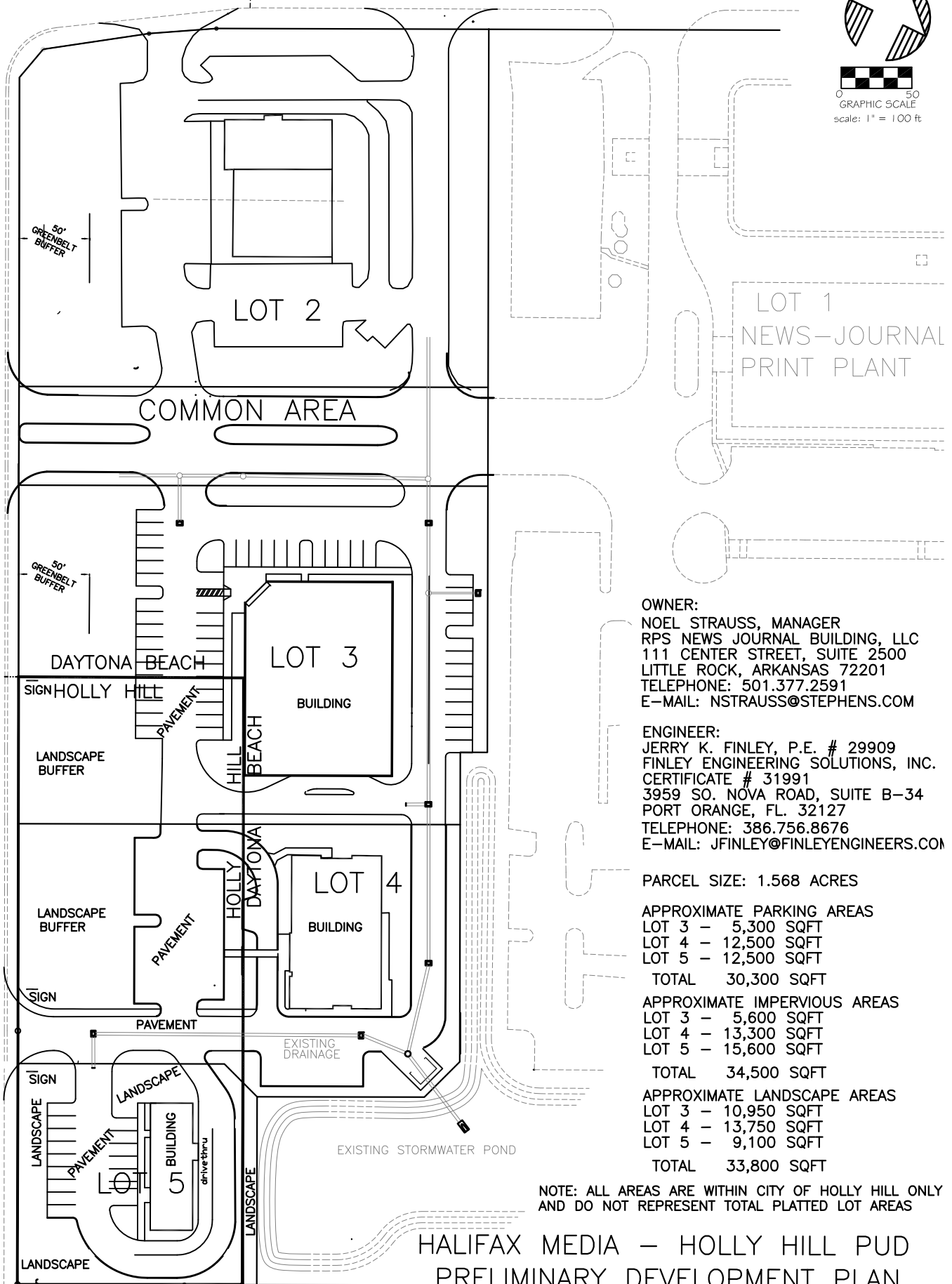
Commission Number: _____

Attachment: Development Agreement (2045 : Halifax Media Holly Hill BPUD Rezone)



6TH STREET

NOVA ROAD



OWNER:

NOEL STRAUSS, MANAGER
RPS NEWS JOURNAL BUILDING, LLC
111 CENTER STREET, SUITE 2500
LITTLE ROCK, ARKANSAS 72201
TELEPHONE: 501.377.2591
E-MAIL: NSTRAUSS@STEPHENS.COM

ENGINEER:

JERRY K. FINLEY, P.E. # 29909
FINLEY ENGINEERING SOLUTIONS, INC.
CERTIFICATE # 31991
3959 SO. NOVA ROAD, SUITE B-34
PORT ORANGE, FL. 32127
TELEPHONE: 386.756.8676
E-MAIL: JFINLEY@FINLEYENGINEERS.COM

PARCEL SIZE: 1.568 ACRES

APPROXIMATE PARKING AREAS

LOT 3 - 5,300 SQFT
LOT 4 - 12,500 SQFT
LOT 5 - 12,500 SQFT
TOTAL 30,300 SQFT

APPROXIMATE IMPERVIOUS AREAS

LOT 3 - 5,600 SQFT
LOT 4 - 13,300 SQFT
LOT 5 - 15,600 SQFT
TOTAL 34,500 SQFT

APPROXIMATE LANDSCAPE AREAS

LOT 3 - 10,950 SQFT
LOT 4 - 13,750 SQFT
LOT 5 - 9,100 SQFT
TOTAL 33,800 SQFT

NOTE: ALL AREAS ARE WITHIN CITY OF HOLLY HILL ONLY
AND DO NOT REPRESENT TOTAL PLATTED LOT AREAS

HALIFAX MEDIA — HOLLY HILL PUD PRELIMINARY DEVELOPMENT PLAN

EXHIBIT B

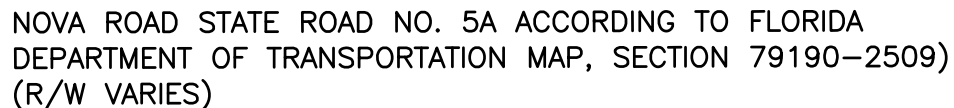
DATE: MARCH 16, 2018

EXHIBIT A

LEGAL DESCRIPTION:

A PORTION OF LOTS 3, 4 AND 5, HALIFAX MEDIA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 58, PAGES 154 THROUGH 159 INCLUSIVE. VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE AND THE POINT OF BEGINNING COMMENCE AT THE SOUTHWEST CORNER OF LOT 5, HALIFAX MEDIA RUN THENCE NORTH 25 DEGREES 46 MINUTES 29 SECONDS WEST ALONG THE WEST LINE OF LOT5 , LOT 4 AND LOT 3, FOR A DISTANCE OF 430.45 FEET; THENCE NORTH 64 DEGREES 28 MINUTES 09 SECONDS EAST FOR A DISTANCE OF 159.01 FEET; THENCE SOUTH 25 DEGREES 43 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 429.66 FEET TO THE SOUTH LINE OF LOT 5 , OF SAID HALIFAX MEDIA ; THENCE SOUTH 64 DEGREES 11 MINUTES 08 SECONDS WEST ALONG THE SAID SOUTH LINE OF LOT 5, FOR A DISTANCE OF 158.68 FEET TO THE PONT OF BEGINNING.

THE ABOVE PARCEL CONTAINS 1.568 ACRES MORE OR LESS.



TYPE OF SURVEY: BOUNDARY	LOCATION No:	37-15-32
	PROJECT No:	180307
	FIELD WORK BY:	JP
MAP SUBJECT: CITY OF HOLLY HILL LIMITS	DATE:	03/14/2018
	OFFICE WORK BY:	WSH
PROJECT ADDRESS: NOVA ROAD HOLLY HILL, FL	DATE:	03/14/2018
	FIELD BOOK - PAGE: NEWS JOURNAL BOOK 2	

SURVEY MAP

**THIS MAP IS NEITHER
FULL NOR COMPLETE
WITHOUT THE REPORT**

[illegible]

GENERAL NOTES AND SURVEY REPORT:

1. BEARING STRUCTURE (N 25°46'29" W) ALONG THE EAST RIGHT-OF-WAY LINE OF NOVA RAD AS SHOWN ON PLAT OF RECORD.
2. LEGAL DESCRIPTION NEW BY UPHAM INC.
3. RECORD DIMENSIONS ARE SHOWN IN PARENTHESIS (), WHEN DIFFERS FROM MEASURED.
4. FLOOD PLAIN CERTIFICATION ACCORDING TO THE FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) F.I.R.M (FEDERAL INSURANCE RATE MAP), COMMUNITY OF HOLLY HILL NUMBER 125112, FLORIDA, COMMUNITY PANEL NUMBER 12127C0356 J, DATED: SEPTEMBER 29, 2017. THE PROPERTY IS IN FLOOD ZONE "A".
5. ACCURACY STATEMENT: THE CLOSURE OF THE TRAVERSE FOR THIS PROJECT IS 1:748,800.
6. DATA SOURCES: NONE
7. MEASUREMENT METHODS: HORIZONTAL AND VERTICAL MEASURES MADE BY ONE OR MORE OF THE FOLLOWING INSTRUMENTS: TOPCON INSTRUMENTS GPT-3003W, SOKKIA GRX-1 GPS INSTRUMENTS, TOPCON FC500 DATA COLLECTOR USING MAGNET SOFTWARE, PAL-2 LUFKIN STEEL TAPE, CST STEEL TAPE, STEEL HIGHWAY CHAIN, CST & LUFKIN FIBERGLASS TAPE FOR DIMENSIONS FOR BUILDINGS.
8. LINEAGE OF DATA HORIZONTAL DATA REFERENCES, DATE OF ORIGINAL PLAT. PREPARED BY UPHAM INC FILED: FEBRUARY 14, 2018.

A) TBD
9. LIMITATIONS:

A) NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY AND OR OWNERSHIP WERE FURNISHED TO THIS SURVEY. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY, NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN. IF LOCATION OF EASEMENTS OR RIGHT-OF-WAY OF RECORD, OTHER THAN THOSE ON RECORD PLATS, IS REQUIRED, THIS INFORMATION MUST BE FURNISHED TO THE SURVEYOR AND MAPPER.

B) IT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND THE FIRM, FROM WHICH IS FORMULATED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM, DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED BY THE OWNER, LENDER, OR OWNER'S CONTRACTORS OR OTHERS, WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYOR'S OPINION.

C) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE PARTY. PER FLORIDA STATUTES CHAPTER RULE 5J-17.051(3)(b)(6)

D) THE ACCEPTANCE OF THIS SURVEY AS CERTIFIED FOR THE EXCLUSIVE USE OF NAMES SHOWN HEREON SHALL CONSTITUTE FULFILLMENT OF MY CONTRACTUAL OBLIGATION. ADDITIONAL SEALED ORIGINALS MAY BE PURCHASED UP TO SIX MONTHS AFTER THE DATE OF THE INVOICE. "ORIGINAL" AS DEFINED HEREON REFERS TO THE SIGNED AND SEALED GRAPHIC REPRESENTATION OF THE FIELD SURVEY. CAD FILES ARE NOT THE SURVEY AND THERE WILL BE A SURCHARGE FOR THEM.

E) TAX PARCEL IDENTIFICATION NUMBERS, ADJACENT OWNERS NAMES AND ADDRESS WHEN SHOWN SHOWN IS EITHER SUPPLIED BY CLIENT AND/OR TAKEN FROM COUNTY APPRAISER'S INTERNET WEB PAGE AND MAY NOT BE THE MOST CURRENT.

F) SPECIAL PURPOSE SURVEYS WHEN IDENTIFIED AS TYPE OF SURVEY:

1) WHEN TREES AS SHOWN ON THE SURVEY IT IS FOR THE LOCATION OF THE TREES 6" INCHES DIAMETER AND ABOVE TREES TAKEN APPROXIMATELY 4 TO 4-1/2 FEET ABOVE GROUND LEVEL TREE IDENTIFICATION OTHER THAN LOCATION AND SIZE, SEE AN ARBORIST.

2) JURISDICTIONAL WETLANDS WHEN SHOWN WERE LOCATED FROM FLAGS/MARKS BY BIOLOGIST / ENVIRONMENTALIST. AND THE DETERMINATION OF WETLANDS ARE OUT OF THE EXPERTISE OF THIS SURVEYOR AND MAPPER.

3) ARCHAEOLOGICAL FEATURES WHEN SHOWN WERE LOCATED FROM OBJECTS IDENTIFIED BY OTHERS AND THE DETERMINATION OF WHAT CONSTITUTES A ARCHAEOLOGICAL FEATURES IS OUT OF THE EXPERTISE OF THIS SURVEYOR AND MAPPER.

4) WILDLIFE CORRIDORS OR HABITATS WHEN SHOWN WERE LOCATED FROM OBJECTS IDENTIFIED BY WHAT CONSTITUTES A WILDLIFE CORRIDORS OR HABITATS IS OUT OF THE EXPERTISE OF THIS SURVEYOR AND MAPPER

5) GEOTECHNICAL BORINGS SHOWN AS MARKED AND FIELD LOCATED.

G) TOPOGRAPHIC SURVEY:

1) CONTOURS ARE ON ONE FOOT INTERVALS, INTERPOLATED BETWEEN 100 FOOT GRIDS, VISIBLE GRADE BREAKS, ALONG WITH RANDOM GROUND \ ELEVATIONS.

2) OFFSITE TOPOGRAPHIC INFORMATION SHOWN IS BASED ON THE REQUEST BY THE CLIENT AND OR THE CLIENT'S AGENT, BEING AN ARCHITECT OR ENGINEER.

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY WILLIAM S HART, PSM No. 3905 ON THIS DATE AND TIME, STAMPED AS SHOWN BELOW USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED & SEALED AND THE SIGNATURE & SEAL MUST BE VERIFIED ON ANY ELECTRONIC COPIES. THE FOREGOING PLAT IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, EFFECTIVE DATE JULY 1, 2017, AS PURSUANT TO SECTION 472, FLORIDA STATUTES

William S
Hart

Digitally signed by
William S Hart
Date: 2018.03.14
15:38:53 -04'00'

SHEET 2 OF 2

THIS DRAWING IS THE PROPERTY OF UPHAM, INC. ANY USE OR REPRODUCTION IN WHOLE OR PART IS PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF UPHAM INC. COPYRIGHT 2018 ALL RIGHTS RESERVED. UPHAM CIVIL ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE 265 Kenilworth Avenue • Ormond Beach • Florida 32174 Voice: 386.672.9515 • Fax: 386.673.6554 • uphaminc.com LB # 0003612LC # 0000357	TYPE OF SURVEY: BOUNDARY	LOCATION No: 37-15-32	SURVEY REPORT	THE FOREGOING PLAT IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, EFFECTIVE DATE JULY 1, 2017, AS PURSUANT TO SECTION 472, FLORIDA STATUTES. DATE OF PLAT OR MAP: 03/142018 NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. FLORIDA ADMINISTRATIVE CODE 5J-17.062 (2) BY: William S Hart WILLIAM S HART PSM No. 3905	
		PROJECT No: 180307			
	MAP SUBJECT: CITY OF HOLLY HILL LIMITS	FIELD WORK BY: JP			
		DATE: 03/14/2018			CERTIFIED FOR THE EXCLUSIVE USE OF AS FOLLOWS: ... CITY OF HOLLY HILL
	PROJECT ADDRESS: NOVA ROAD HOLLY HILL, FL	OFFICE WORK BY: WSH			
	DATE: 03/14/2018				
	FIELD BOOK - PAGE: ## - ##				

LEGAL DESCRIPTION:

A PORTION OF LOTS 3, 4 AND 5, HALIFAX MEDIA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 58, PAGES 154 THROUGH 159 INCLUSIVE . VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE AND THE POINT OF BEGINNING COMMENCE AT THE SOUTHWEST CORNER OF LOT 5, HALIFAX MEDIA RUN THENCE NORTH 25 DEGREES 46 MINUTES 29 SECONDS WEST ALONG THE WEST LINE OF LOT5 , LOT 4 AND LOT 3, FOR A DISTANCE OF 430.45 FEET; THENCE NORTH 64 DEGREE! 28 MINUTES 09 SECONDS EAST FOR A DISTANCE OF 159.01 FEET; THENCE SOUTH 25 DEGREES 43 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 429.66 FEET TO THE SOUTH LINE OF LOT 5 , OF SAID HALIFAX MEDIA ; THENCE SOUTH 64 DEGREES 11 MINUTES 08 SECONDS WEST ALONG THE SAID SOUTH LINE OF LOT 5, FOR A DISTANCE OF 158.68 FEET TO THE PONT OF BEGINNING.

THE ABOVE PARCEL CONTAINS 1.568 ACRES MORE OR LESS.

ABBREVIATIONS/LEGEND:

(C)	CALCULATED		CM	CONCRETE MONUMENT (AS NOTED)
CA	CENTRAL ANGLE		CM	FOUND CONCRETE MONUMENT WITH NO ID
CH	CHORD LENGTH		IRC	IRON ROD & CAP (AS NOTED)
CHBRG	CHORD BEARING		IR	FOUND IRON ROD WITH NO ID
CR	COUNTY ROAD		PKD	PARKER KALON NAIL & DISK (AS NOTED)
(D)	DESCRIPTION OR DEED		PKD	FOUND NAIL & DISK WITH NO ID
FD	FOUND		IPC	IRON PIPE & CAP (AS NOTED)
EL	ELEVATION		IP	FOUND IRON PIPE WITH NO ID
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION			MES.... MITERED END SECTION
FFE	FINISH FLOOR ELEVATION			CATCH BASIN / STORM INLET
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY			STORM MANHOLE
F.I.R.M	FLOOD INSURANCE RATE MAP			CLEANOUT
FL	FLORIDA			SANITARY SEWER MANHOLE
ID	IDENTIFICATION			WATER METER
INV	INVERT			WATER VALVE
L	LENGTH			FIRE HYDRANT
LB	LICENSED BUSINESS			POTABLE WELL
LC	LICENSED CORPORATION			GUY ANCHOR
LLC	LIMITED LIABILITY COMPANY			POWER POLE WOOD
LS	LICENSED SURVEYOR			POWER POLE CONCRETE
(M)	MEASURED			ELECTRIC JUNCTION BOX
No.	NUMBER			TELECOMMUNICATION JUNCTION BOX
ORB	OFFICIAL RECORD BOOK			EXISTING SOFT ELEVATION
(P)	PLAT			EXISTING HARD ELEVATION
PCP	PERMANENT CONTROL POINT			
PG(S)	PAGE(S)			
PRM	PERMANENT REFERENCE MONUMENT			
R	RADIUS			
R/W	RIGHT-OF-WAY			
SR	STATE ROAD			
US	UNITED STATES			

Attachment: Survey & Legal (2045 : Halifax Media Holly Hill BPUD Rezone)



REZONE/ FUTURE LAND USE AMENDMENT

1065 Ridgewood Avenue, Holly Hill, Florida 32117

Phone: (386) 248-9424

Fax: (386) 248-9498

Date Received: 3/13/18 Application ID: _____ Received By: _____

PROJECT INFORMATION:

PROJECT NAME: Halifax Media - Holly Hill BPUD
 PARCEL ID #(S): 44-14-32-01-20-0060 and 44-14-32-01-20-0061
 LOCATION: east side of Nova Road south of Sixth Street
 EXISTING USE(S): Vacant
 PROPOSED USE(S): Commercial (BPUD)
 TOTAL ACREAGE: 1.39 acres
 WATER PROVIDER: Holly Hill SEWER PROVIDER: Holly Hill
 PRIVATE WELL _____ PRIVATE SEPTIC _____
 CURRENT ZONING: B-5 PROPOSED ZONING: BPUD
 CURRENT FUTURE LAND USE: Gen Comm PROPOSED FUTURE LAND USE: no change

APPLICANT INFORMATION:

Name: Robert A. Merrell, Cobb & Cole E-Mail: rachel.pringle@cobbcole.com
 Address: 149 So. Ridgewood Ave. D.B. 32114 Phone: 386.736.7700
 Company: Cobb & Cole Fax: _____
☐ Owner ☐ Agent for Owner ☒ Attorney for Owner

OWNER INFORMATION:

~~Kathy Bryant~~, Manager
 Name: RPS News Journal Building LLC E-Mail: nstrauss@stephens.com
 Address: 111 Center Street, Suite 2500 Phone: 501.377.2591
Little Rock, Arkansas 72201 Fax: _____

CONSULTANT INFORMATION:

Name: Jerry K. Finley, P.E. E-Mail: jfinley@finleyengineers.com
 Address: 3959 S. Nova, Suite B34 Phone: 386.756.8676
Port Orange, Fl. 32127 Fax: _____
 Company: Finley Engineering Solutions

WHO SHOULD ALL COMMUNICATION BE DIRECTED TO?

x APPLICANT _____ OWNER _____ CONSULTANT

Attachment: Application (2045 : Halifax Media Holly Hill BPUD Rezone)

APPLICATION TYPE(S)/FEE(S)***LAND USE AMENDMENT**

- ☐ LARGE SCALE FUTURE LAND USE AMENDMENT (>10 ACRES) \$3,000.00
☐ SMALL SCALE FUTURE LAND USE AMENDMENT (≤10 ACRES) \$2,000.00

REZONE (NON-PD)

- ☐ STRAIGHT REZONE \$1,200

REZONE (PD)

- ☒ PD REZONE \$2,000
☐ PD AMENDMENT \$1,250

***THERE MAY BE ADDITIONAL PASS-THROUGH FEES FOR REVIEWS DONE BY REVIEWERS OUTSIDE OF THIS AGENCY. ALL FEES ARE DUE AT THE TIME OF APPLICATION SUBMITTAL.**

ATTACHMENT CHECKLIST**REQUIRED SUBMITTALS**

- ☒ COPY OF PRE-APPLICATION COMMENTS. IF YOU HAVE NOT HAD A PRE-APPLICATION MEETING TO DISCUSS THIS PROJECT PLEASE CONTACT THE CITY PLANNER TO ARRANGE AN APPOINTMENT AT 386-248-9492.
- ☒ A CD OF ALL ITEMS SUBMITTED
- ☒ APPLICATION
- ☒ APPLICATION FEE
- ☒ PROOF THAT TAXES ARE CURRENT
- ☒ PROPERTY APPRAISER'S PROPERTY INFORMATION PRINTOUT
- ☒ OWNERSHIP DISCLOSURE FORM (ADD'L DOCUMENTATION MAY REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☒ OWNER'S AUTHORIZATION FORM, IF APPLICABLE (ADD'L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☐ 2 CURRENT SIGNED AND SEALED BOUNDARY SURVEYS
- ☐ LEGAL DESCRIPTION IN MS WORD FORMAT (EMAIL THIS TO THE CITY PLANNER)
- ☒ SCHOOL CAPACITY REVIEW – IF PROPOSING OVER 10 RESIDENTIAL UNITS (CONTACT SCHOOL BOARD PLANNING & BUSINESS SERVICES AT 386-734-7190 FOR APPLICATION)
- ☐ TRAFFIC IMPACT ANALYSIS FOR PROJECTS GENERATING OVER 1000 TRIPS PER DAY ACCORDING TO RATES PUBLISHED BY THE INSTITUTE OF TRANSPORTATION ENGINEERS "TRIP GENERATION MANUAL" (LATEST EDITION)
- ☐ DRAFT DEVELOPMENT ORDER IN MS WORD FORMAT (PD REZONE ONLY – CONTACT THE CITY PLANNER)

Applicant's Signature: 

(Signature)

2/22/18

(Date)

Noel Strass

Kathy Bryant, Manager

(Print)

*Dimensional
Preliminary Dev. Plan*

Applications must be complete to initiate the preview process. For questions please contact the City Planner at (386) 248-9424, fax (386) 248-9498 or email at bwalker@hollyhillfl.org

Attachment: Application (2045 : Halifax Media Holly Hill BPUD Rezone)

**CITY OF HOLLY HILL
APPLICATION & AFFIDAVIT**

Ownership Disclosure Form

The owner of the real property associated with this application is a (check one)

- ☐ Individual

 ☐ Corporation

 ☐ Land Trust
☒ Limited Liability Company

 ☐ Partnership
☐ Other(describe)

- 1 List all natural persons who have an ownership interest in the property, which is the subject matter of this petition, by name and address.

NAME	ADDRESS	PHONE NUMBER

(Use additional sheets for more space.)

- 2 For each corporation, list the name, address, and title of each officer; the name and address of each director of the corporation; and the name and address of each shareholder who owns two percent (2%) or more of the stock of the corporation. Shareholders need not be disclosed if a corporation's stock are traded publicly on any national stock exchange.

NAME	TITLE OR OFFICE	ADDRESS	% OF INTEREST

(Use additional sheets for more space.)

- 3 In the case of a trust, list the name and address of each trustee and the name and address of the beneficiaries of the trust and the percentage of interest of each beneficiary. If any trustee or beneficiary of a trust is a corporation, please provide the information required in paragraph 2 above.

Trust Name:

NAME	TRUSTEE OR BENEFICIARY	ADDRESS	% OF INTEREST

(Use additional sheets for more space.)

- 4 For partnerships, including limited partnerships, list the name and address of each principal in the partnership, including general or limited partners. If any partner is a corporation, please provide the information required in paragraph 2 above.

NAME	ADDRESS	% OF INTEREST

(Use additional sheets for more space.)

- For each limited liability company, list the name, address, and title of each manager or managing member; and the name and address of each additional member with two percent (2%) or more membership interest. If any member with two percent (2%) or more membership interest, manager, or managing member is a corporation, trust or partnership, please provide the information required in paragraphs 2, 3 and/or 4 above.

Name of LLC: See Schedule Attached

NAME	TITLE	ADDRESS	% OF INTEREST
Kathy Bryant Noel Strauss	Manager	111 Center St, Little Rock, Arkansas 72201	

(Use additional sheets for more space.)

- In the circumstances of a contract for purchase, list the name and address of each contract purchaser. If the purchaser is a corporation, trust, partnership, or LLC, provide the information required for those entities in paragraphs 2, 3, 4 and/or 5 above.

Name of Purchaser: _____

NAME	ADDRESS	% OF INTEREST

Date of Contract: _____

Please specify any contingency clause related to the outcome of the consideration of the application.

6. As to any type of owner referred to above, a change of ownership occurring subsequent to this application, shall be disclosed in writing to the Planning and Development Director prior to the date of the public hearing on the application.
7. I affirm that the above representations are true and are based upon my personal knowledge and belief after all reasonable inquiry. I understand that any failure to make mandated disclosures is grounds for the subject rezone, future land use amendment, special exception, or variance involved with this Application to become void. I certify that I am legally authorized to execute this Application and Affidavit and to bind the Applicant to the disclosures herein.

2/22/18
Date

Arkansas
STATE OF ~~FLORIDA~~
COUNTY OF PULASKI

[Signature]
Owner, Agent, Applicant Signature
~~Kathy Bryant~~, Manager
Noel Strauss

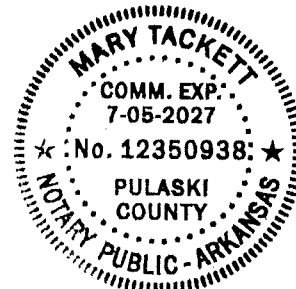
Sworn to (or affirmed) and subscribed before me by Noel Strauss on this 22nd day of February, 20 18.
Owner, Agent, Applicant Name

Mary Tackett
Signature of Notary Public

Mary Tackett
Print, Type or Stamp Name of Notary Public

Personally Known X OR Produced Identification _____

Type of Identification Produced _____



LLC owners of RPS News Journal Building LLC

Owner	% Ownership	Manager	Address
JAARSSS Media, LLC	26.37%	Rupert Phillips	42 Business Centre Dr., Suite 101 Miramar Beach, FL 32550
Redding Investments, LLC	10.61%	Michael Redding	100 King Eider Court Daytona Beach, FL 32119
SCP Halifax Media LLC	63.02%	Noel Strauss	111 Center Street Suite 1600 Little Rock, AR 72201
	100.00%		

CITY OF HOLLY HILL APPLICANT AUTHORIZATION FORM

(ORIGINAL ONLY)

An authorized applicant is:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchaser (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

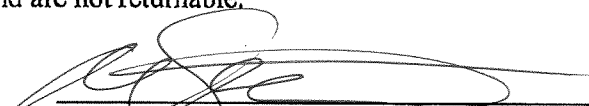
~~Noel Strauss~~
~~Kathy Bryant~~, Manager

I, RPS News Journal Building LLC, the owner of record for the following described property (Legal Description or Tax/Parcel ID Number) 44-14-32-01-20-0060 and 0061 hereby affirm that Robert A. Merrell is hereby designated to act as my authorized agent for the filing of the attached application for a: (CHECK ONE)

- ☐ Arbor Permit ☐ Special Exception ☐ Variance ☐ Development Plan
☐ Special Event Permit ☐ Vacate ☐ Sign ☒ Rezone/Comp Plan Amendment
☐ Other _____

and make binding statements and commitments regarding the request. I certify that I have examined the attached application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments and fees become part of the Official Records of City of Holly Hill, Florida and are not returnable.

2/22/18
Date


Owner's Signature

Noel Strauss
~~Kathy Bryant~~, Manager

Owner's Name

ARKANSAS
STATE OF ~~FLORIDA~~
COUNTY OF Pulaski

SWORN TO AND SUBSCRIBED before me, an officer duly authorized in the State of Florida to take acknowledgements, personally appeared ~~Kathy Bryant~~ Noel Strauss, who is personally known to me or who has produced a _____ as identification and who executed the foregoing instrument and sworn an oath on this 22nd day of February, 2018.



Mary Tackett
NOTARY PUBLIC

Attachment: Application (2045 : Halifax Media Holly Hill BPUD Rezone)



Volusia County Property Appraiser

Larry Bartlett, J.D.

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Parcel Information: 4244-01-20-0061 2018 Working Tax Roll Last Updated: 01-30-2018

Owner Name and Address

Alternate Key	3222008	Parcel Status	Active Parcel (Real Estate)
Short Parcel ID	4244-01-20-0061	Mill Group	203 Holly Hill
Full Parcel ID	44-14-32-01-20-0061	2017 Final Mill Rate	21.43030
Created Date	27 DEC 1981		
Property Class	10 Vacant Commercial		
Ownership Type	Fee Simple	Ownership Percent	100
Owner Name	RPS NEWS JOURNAL BUILDING LLC		
Owner Name/Address 1			
Owner Address 2	111 CENTER ST		
Owner Address 3	LITTLE ROCK AR		
Owner Zip/Postal Code	72201		
Situs Address	NOVA RD HOLLY HILL 32117		

Legal Description
N 250 FT OF S 450 FT OF W 320 FT OF LOT 6 EXC W 70 FT FOR DRAINAGE CANAL BLK 20 M & C HOLLY HILL PER OR 6461 PGS 649-665 INC PER OR 6669 PG 1858 PER OR 7344 PG 1439

Sales History

Book Page	Sale Date	Sale Instrument	Qualified Unqualified	Improved	Sale Price
7344 1439	12/2016	Quit Claim Deed	Unqualified Sale	No	100
6669 1858	01/2012	Warranty Deed	Multi parcel sale	No	100
6461 0849	03/2010	Fee Simple	Unqualified Sale	No	5,210,980

History of Values

Year	Land	Bldg(s)	Misc. Impr.	Just Value	School Assessed	Non-School Assessed	School Exemption	School Taxable	Non-School Exemption	Non-School Taxable
2017	148,191	0	0	148,191	148,191	148,191	0	148,191	0	148,191
2016	148,191	0	0	148,191	148,191	148,191	0	148,191	0	148,191

[Display Value History](#)

Land Data

Code	Land Use Type	Frontage	Depth	No. Units	Unit Type	Rate	Depth	Loc	Shp	Phy	Just Value
1000	VACANT COMMERCIAL	0.0	0.0	78408.00	SQUARE_FEET	3.00	100	100	90	70	148,191
Neighborhood C2701 NOVA RD - HOLLY HILL											
Total Land Classified											0
Total Land Just											148,191

Parcel Notes (Click button below to display Parcel Notes)
[Display Notes](#)

Planning and Building

Permit Number	Permit Amount	Date Issued	Date Complete	Construction Description	Occupancy Number	Occupancy Bldg
Display Permits						

Total Values

Land Value	148,191	New Construction Value	0
Building Value	0	City Econ Dev/Historic	0
Miscellaneous	0		
Just Value	148,191	Previous Just Value	148,191
School Assessed	148,191	Previous School Assessed	148,191
Non-School Assessed	148,191	Previous Non-School Assessed	148,191
Exemption Value	0	Previous Exemption Value	0
Additional Exemption Value	0	Previous Additional Exemption Value	0
School Taxable	148,191	Previous School Taxable	148,191

Non-School Taxable

148,191 Previous Non-School Taxable

148,191

MapIT | PALMS | Map Kiosk

MapIT: Your basic parcel record search including lot dimensions.

PALMS: Basic parcel record searches with enhanced features.

Map Kiosk: More advanced tools for custom searches on several layers including parcels.





Volusia County Property Appraiser

Larry Bartlett, J.D.

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Parcel Information: 4244-01-20-0060 2018 Working Tax Roll **Last Updated: 01-30-2018**

Owner Name and Address

Alternate Key	3221991	Parcel Status	Active Parcel (Real Estate)
Short Parcel ID	4244-01-20-0060	Mill Group	203 Holly Hill
Full Parcel ID	44-14-32-01-20-0060	2017 Final Mill Rate	21.43030
Created Date	27 DEC 1981		
Property Class	10 Vacant Commercial		
Ownership Type	Fee Simple	Ownership Percent	100
Owner Name	RPS NEWS JOURNAL BUILDING LLC		
Owner Name/Address 1			
Owner Address 2	111 CENTER ST		
Owner Address 3	LITTLE ROCK AR		
Owner Zip/Postal Code	72201		
Situs Address	NOVA RD HOLLY HILL 32117		

Legal Description
N 180 FT OF S 200 FT E 158.71 FT ON S/L & E 158.83 FT ON N/L OF W 320 FT OF LOT 6 BLK 20 M & C HOLLY HILL PER OR 3739 PG 1893 & PER OR 5574 PG 0853 PER OR 6461 PGS 649-665 INC PER OR 6669 PG 1858 PER OR 7344 PG 1439

Sales History

Book Page	Sale Date	Sale Instrument	Qualified Unqualified	Improved	Sale Price
7344 1439	12/2016	Quit Claim Deed	Unqualified Sale	No	100
6669 1858	01/2012	Warranty Deed	Multi parcel sale	No	100
6461 0649	03/2010	Fee Simple	Unqualified Sale	No	5,210,980
5574 0853	05/2005	Quit Claim Deed	Unqualified Sale	No	105,600
3739 1893	03/1992	Warranty Deed	Government Acquisition	No	89,000

History of Values

Year	Land	Bldg(s)	Misc. Impr.	Just Value	School Assessed	Non-School Assessed	School Exemption	School Taxable	Non-School Exemption	Non-School Taxable
2017	59,459	0	0	59,459	59,459	59,459	0	59,459	0	59,459
2016	59,459	0	0	59,459	59,459	59,459	0	59,459	0	59,459

[Display Value History](#)

Land Data

Code	Land Use Type	Frontage	Depth	No. Units	Unit Type	Rate	Depth	Loc	Shp	Phy	Just Value
1000	VACANT COMMERCIAL	0.0	0.0	28314.00	SQUARE_FEET	3.00	100	100	100	70	59,459
Neighborhood C2701 NOVA RD - HOLLY HILL											
Total Land Classified											0
Total Land Just											59,459

Parcel Notes (Click button below to display Parcel Notes)

[Display Notes](#)

Planning and Building

Permit Number	Permit Amount	Date Issued	Date Complete	Construction Description	Occupancy Number	Occupancy Bldg
93 8045		0 05-06-1993		OTHER BLDGS DEMO		1

[Display Permits](#)

Total Values

Land Value	59,459 New Construction Value	0
Building Value	0 City Econ Dev/Historic	0
Miscellaneous	0	
Just Value	59,459 Previous Just Value	59,459
School Assessed	59,459 Previous School Assessed	59,459
Non-School Assessed	59,459 Previous Non-School Assessed	59,459

Exemption Value	0 Previous Exemption Value	0
Additional Exemption Value	0 Previous Additional Exemption Value	0
School Taxable	59,459 Previous School Taxable	59,459
Non-School Taxable	59,459 Previous Non-School Taxable	59,459

MapIT PALMS Map Kiosk

MapIT: Your basic parcel record search including lot dimensions.

PALMS: Basic parcel record searches with enhanced features.

Map Kiosk: More advanced tools for custom searches on several layers including parcels.



ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA AMENDING, THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT A FROM B-5 (GENERAL COMMERCIAL DISTRICT) TO BPUD (BUSINESS PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Volusia County, Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et. Seq., Florida Statutes; and

WHEREAS, the City Commission, as authorized by 163.3202, Florida Statutes, has enacted and does enforce the Land Development Regulations, based on, related to, and as a means to implement its adopted comprehensive plan; and

WHEREAS, the Holly Hill Board of Planning and Appeals has recommended that the requested rezoning be granted; and

WHEREAS, the City Commission has determined that it is necessary to amend its Land Development Regulations as herein provided in order to more effectively implement and is consistent with its adopted comprehensive plan.

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

Section 1. The Official Zoning Map of the City of Holly Hill is hereby amended to designate the property described in Exhibit A as BPUD (Business Planned Unit Development)

pursuant to the provisions contained in the attached Development Agreement, attached to this Ordinance as Exhibit B and incorporated in this Ordinance by reference.

Section 2. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

Section 3. That all ordinances made in conflict with this Ordinance are hereby repealed.

Section 4. That this Ordinance shall be posted at City Hall as required by law.

Section 5. That this Ordinance shall become effective upon recording.

EXHIBIT A
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

A PORTION OF LOTS 3, 4 AND 5, HALIFAX MEDIA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 58, PAGES 154 THROUGH 159 INCLUSIVE. VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE AND THE POINT OF BEGINNING COMMENCE AT THE SOUTHWEST CORNER OF LOT 5, HALIFAX MEDIA RUN THENCE NORTH 25 DEGREES 46 MINUTES 29 SECONDS WEST ALONG THE WEST LINE OF LOT 5, LOT 4 AND LOT 3, FOR A DISTANCE OF 430.45 FEET; THENCE NORTH 64 DEGREES 28 MINUTES 09 SECONDS EAST FOR A DISTANCE OF 159.01 FEET; THENCE SOUTH 25 DEGREES 43 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 429.66 FEET TO THE SOUTH LINE OF LOT 5, OF SAID HALIFAX MEDIA; THENCE SOUTH 64 DEGREES 11 MINUTES 08 SECONDS WEST ALONG THE SAID SOUTH LINE OF LOT 5, FOR A DISTANCE OF 158.68 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINS 1.568 ACRES MORE OR LESS.

EXHIBIT B
DEVELOPMENT AGREEMENT

Attachment: Rezone Ordinance (2045 : Halifax Media Holly Hill BPUD Rezone)

HALIFAX MEDIA

A REPLAT OF A PORTION OF BLOCK 20, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, ALSO BEING A PORTION OF BLOCKS 18, 19, 20 AND A PORTION OF STREETS AS SHOWN ON REPLAT OF UNIT NUMBER ONE HOME ACRES ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 11, PAGE 64, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. SECTION 37, THOMAS FITCH GRANT, TOWNSHIP 15, SOUTH, RANGE 32 EAST, CITY OF DAYTONA BEACH AND CITY OF HOLLY HILL VOLUSIA COUNTY, FLORIDA



Document prepared by:

Return recorded document to:
 City of Daytona Beach Records Clerk
 P.O. Box 2451
 Daytona Beach, FL 32115-2451

HALIFAX MEDIAPLANNED DISTRICT AGREEMENT

The CITY OF DAYTONA BEACH, FLORIDA, a Florida municipal corporation located in Volusia County, Florida ("City"), and RPS News Journal Building, LLC, a Florida Limited Liability Company, the record title property owner ("Owner"), hereby agree and covenant, and bind their heirs, successors, and assigns, as follows:

1. PROPERTY DESCRIPTION AND OWNERSHIP.

A. The property subject to this Agreement consists of approximately 4.6+/- acres of real property ("Property") and is described in Exhibit "A", attached hereto and by reference made a part hereof.

B. The Property is under the sole ownership of Owner

C. The Planned Development consists of land located within the City of Daytona Beach and the City of Holly Hill and contains four lots of 1.9+/- acres, 1.8+/- acres, 1.3+/- acres and 0.6+/- acre, along with an access parcel of 0.5+/- acre as shown on the Preliminary Plat.

D. Owner previously obtained approval of a Preliminary and Final Plat by the City for the above described property and all subdivision related improvements were constructed to the satisfaction of both the City of Daytona Beach and the City of Holly Hill. The completed subdivision improvements provide for water and sewer service to the Planned Development. The City of Holly Hill has accepted these improvements and operates and maintains these water and sewer facilities. Exhibit C, Preliminary Plat, represents a modified boundary to the previously approved Preliminary Plat.

2. EXHIBITS.

The Exhibits listed below are by reference made a part hereof, and copies or reduced size copies are attached hereto. Full-sized copies of the Exhibits shall be retained by the City Clerk and shall be controlling in case of any ambiguity in the Exhibits. In the event of a conflict between the graphic illustrations of any Exhibit and the textual provisions of this

Agreement, the textual provisions shall control.

Exhibit A: Property legal description, survey.

Exhibit B: Site Plan, prepared by Finley Engineering Group

Exhibit C: Preliminary Plat, prepared by Upham, Inc.

3. DEVELOPMENT PLAN.

A. Developer has designated the Property as Halifax Media.

B. The Property will be developed as a Planned Development – General (PD-G) pursuant to the City's Land Development Code (LDC). Development shall be controlled by the LDC and the terms and provisions of this Agreement. In the event of a conflict between this Agreement and the LDC or other ordinances, this Agreement shall control. If this Agreement fails to address a particular subject or requirement, the applicable requirements of the LDC or other City ordinance in effect at the time of development plan approval shall control.

C. Development of the Property shall be consistent with Exhibit B (Site Plan). Exhibit B generally depicts the planned layout of buildings, parking areas, driveways, common areas, and other planned features or improvements to the Property. Since the exact type of Users for this property is not known at the present time, several options for the development of the lots have been provided for in Exhibit B.

D. **ADDITIONAL LOT DEVELOPMENT CRITERIA.** The following lot development criteria shall apply to the Property:

- (1) Maximum building height of 35 feet;
- (2) Maximum individual building size of 45,000 sq. ft.
- (3) Maximum Floor Area Ratio (FAR) = 0.40
- (4) Setbacks: side 5 ft.; front 50 ft. (Nova Road); rear 10 ft.
- (5) 35% Maximum building coverage;
- (6) 20% Minimum open space on the overall property;
- (7) 80% Maximum impervious surface area;
- (8) Maximum density 0 (du/ac)
- (9) Slopes within any dry retention pond(s) shall be 4:1 without a fence;
- (10) Dry retention pond(s) shall count toward open space requirements; and
- (11) Landscape requirements shall meet the 50 foot scenic setback criteria for Nova Road (Sodded Fill Slopes shall be an acceptable feature of the scenic setback)

E. Developer will subdivide the Property in accordance with the requirements of

the LDC. Exhibit C is the preliminary plat for purposes of complying with the preliminary plat requirements of the LDC. . Site development approval, of the individual lots is contingent upon approval of a Site Plan that is consistent with this Agreement and the City's Land Development Code.

F. **UNIQUE FEATURES OF THE PROPERTY.** It is recognized by both parties, that Site Plans, for certain of the parcels, require development across Municipal boundaries with a portion of development taking place in the City of Holly Hill. Planning for this development was done so that no building would lie within both Cities. The intent of this Planned Development is to have the entire building for Lots 2, 4 and 5 of the Subdivision to lie wholly within the City of Daytona Beach. Parking and other features of the development of these lots shall be allowed to be within the City of Holly Hill. Development of Lot 6 lies entirely within the City of Holly Hill. Lot 3 of the Subdivision is strictly for Access to Lot 1 of the Subdivision. Lot 1 of the subdivision is currently zoned properly for its current use and is not a part of this Planned Development.

4. **CONFORMANCE WITH COMPREHENSIVE PLAN; CONCURRENCY; PERMITS.**

A. The City has determined that the Property is suitable in size, location, and character for the uses proposed, and that the uses proposed are consistent with the City's comprehensive plan.

B. Developer shall be responsible for obtaining all development permits required by the LDC and applicable federal and state laws. Developer specifically acknowledges that approval of this Agreement does not constitute a Concurrency Certificate as required by the LDC, and that Developer will be required to separately obtain a Concurrency Certificate or, where applicable, to enter into proportionate fair share agreement. Approval of this agreement and exhibits is not a permit to begin clearing, to begin site work, or to begin construction without necessary permits.

C. The City agrees to issue the required permits for development of the Property in the manner set forth in this Agreement and the LDC.

5. **PERMITTED USES.**

The following uses are permitted within the Property, subject to compliance with the Use-Specific Standards set forth in Article 5, LDC:

Newspaper or Magazine publishing
Radio or Television Studio
Adult Day Care Center
Child Care Facility
College or University
Private School

Vocational School
Medical or Dental Clinic or Office
Medical or Dental Lab
Medical Treatment Facility
Civic Center
Club or Lodge
Place of Worship
Animal Grooming
Business Service Center
Conference or Training Center
Employment Agency
Travel Agency
Antique Store
Art Gallery
Art, Craft, Music, Dance, Martial Arts Studio / School
Bank with or without Drive-Through Service
Check Cashing Service
Convenience Store
Gas Station
Drug Store with or without Drive-Through Service
Restaurant with or without Drive-through Service
Restaurant with Drive-In Service
Specialty Eating or Drinking
Car Wash or Auto Detailing
Business Services Office
Contractor's Office
Professional Services Office
Cinema
Dry Cleaning Establishment
Florist
Gift Shop or Stationary Store
Grocery Store
Jewelry Store
Home and Building Supply Center
Large Retail Sales Establishment
Meat, Poultry or Seafood Market
Personal Services Establishment
Second Hand Retail Shop
Shopping Center
Other Retail Sales and Service Establishment

6. INFRASTRUCTURE.

A. A stormwater retention facility was constructed in conjunction with the

development of the Subdivision. The stormwater retention facility will be maintained at a level consistent with the standards of the St. Johns River Water Management District. Collection and transmission facilities have been located pursuant to the approved Preliminary Plat Construction Plans and will be located pursuant to site plans approved for individual lots or structures. The stormwater management system constructed on this site provides treatment and peak attenuation for this Planned Development area as well as the previously developed Printing Plant located on the adjacent property to the east.

B. Fire protection of this area is provided through a system of fire hydrants connected to the potable water system constructed with the subdivision improvements.

C. Stormwater Management of this Planned Development is provided by the Lake system already constructed with the subdivision improvements. These existing stormwater improvements provide treatment and peak attenuation for the 23.67 acres of the subdivision.

7. PROPERTY OWNERS' ASSOCIATION AND COMMON AREA MAINTENANCE.

A. As used in this section, "common areas" and "common facilities" refer to all lands and all facilities that are intended to be set aside for common ownership, use, or benefit, whether or not identified as common areas on Exhibit B, such as conservation easements, retention ponds, subdivision entry walls, and passive recreational areas.

B. Prior to final plat approval or prior to issuance of the first certificate of occupancy within the development, whichever is earlier, Developer will form and incorporate a non-profit property owners' association. The final plat shall include such language as the City may deem necessary to reflect the association's responsibilities. The association shall be responsible for operation, maintenance, and control of all common areas and common facilities, including signage, landscaping, and stormwater drainage. The association shall have authority to establish and assess dues and fees upon its members in order to recoup the cost of maintenance, and the power to impose and enforce liens against those members who fail to pay such assessments. All persons purchasing property within the project shall be members of the property owners' association. Developer may from time to time add additional covenants and restrictions or make changes in association by-laws as may be required to guarantee that the project will be developed in accordance with the policies outlined in this Agreement.

C. Prior to final plat approval or prior to issuance of the first certificate of occupancy within the development or phase, whichever is earlier, Developer shall complete construction and installation of all common areas and common facilities within the development or phase; or, for those common facilities within a phase that may be susceptible to damage due to remaining construction, the City may allow postponement of this requirement subject to Developer's provision of adequate assurances that the work will be done. For example, the City may require Developer to post a bond sufficient to cover 120%

of the cost of such facilities according to certified estimates. Any bond shall be in a form approved by the City Attorney.

8. ARCHITECTURAL AND DESIGN STANDARDS.

A. All buildings and accessory structures constructed within the Property shall be developed in compliance with the requirements of this section, and with the applicable provisions of the LDC relating to architectural standards where they do not conflict with the provisions of this section.

B. All of the following requirements shall be met within the Property:

(1) All buildings and accessory structures shall be consistent with a common architectural theme. The theme shall be established by harmoniously coordinating the general appearance of all buildings and accessory structures, including but not limited to: exterior wall finishes or materials; roof styles, slopes, and materials; colors; and architectural details and ornamentation.

(2) All structures shall complement one another and shall convey a sense of quality and permanence. Lower grade materials, such as unfinished concrete and pre-fabricated metal, shall be prohibited.

(3) Corporate prototype design and materials shall be permitted provided they comply with the provisions of this section.

(4) False or real windows shall be provided on all elevations visible from public right of way in sufficient size and number to complement the proportions of the building.

(5) Architectural Elevations will be reviewed at the time of Site Plan submittal and will meet the Land Development Code requirements for building design standards for major thoroughfares.

(6) Through the LDC site plan review process, the City reserves the right to review the proposed construction of all buildings and structures, to recommend the substitution or inclusion of colors, materials, architectural details, and ornamentation, and to require or prohibit the use of the same to ensure compliance with the requirements of this section.

(7) No outside display or storage shall be permitted.

(8) No vending machines shall be permitted on outside walkways or other outdoor pedestrian areas.

(9) The physical appearance of all parking lot lighting fixtures shall be

consistent.

9. ENVIRONMENTAL CONSIDERATIONS.

Development of the Property shall comply with the LDC tree preservation requirements. Developer shall comply with all rules, statutes, and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida Game and Freshwater Fish Commission concerning gopher tortoises.

The completed subdivision improvements were done consistent with St. Johns River Water Management District regulations and U.S. Army Corps of Engineers and Florida Department of Transportation drainage and environmental permits were obtained for the work.

10. SIGNAGE.

The Planned Development shall have a uniform sign program, as follows:

A. One Ground sign (either monument type or pole mounted) and one wall sign, for each lot shall be permitted. Lot 2 of the subdivision shall be permitted one ground sign and one wall sign for each street frontage. The pedestal of the ground sign shall be constructed of the same materials as the walls of the building. The colors of the sign face shall complement and coordinate with the appearance of the buildings on the respective lot.

B. The size of any ground sign shall not exceed one square foot for every lineal foot of property frontage along the street up to a maximum size of 120 square feet along that frontage. The size of any wall signage shall not exceed two square feet for every lineal foot of street frontage up to a maximum of 200 square feet along that frontage. The maximum height for ground signage shall be ten feet as measured from the edge of paving of the adjacent street.

C. Ground signs shall be located a minimum of five feet from the street right-of-way line and a within the middle one-third of the property frontage.

D. Materials and permitting requirements for all signage shall be in accordance with the City's Land Development Code.

E. Electronic messaging signage is specifically prohibited except that the Planned Development allows a maximum of one sign to display electronic gas pricing.

11. EFFECTIVE DATE; COMPLETION SCHEDULE.

A. This Agreement shall be effective upon execution by all parties. The restrictions on use and development imposed by this Agreement shall be binding upon all

successors in interest in the Property, unless and until the City alters or eliminates such restrictions in the course of its actions as zoning authority.

B. Construction of phase one (subdivision infrastructure) has been completed. Construction of the first building within the Planned Development shall be started within five (5) years of the initial approval of this Agreement and all buildings must be substantially complete within 10 years of the initial approval of this Agreement.

C. One 12-month extension of the scheduled application or completion dates may be permitted as a minor modification to this Agreement.

D. Failure to comply with the schedule set out above shall cause the development rights granted pursuant to this Agreement to lapse.

12. MINOR MODIFICATIONS.

A. The following may be administratively authorized as minor modifications to this Agreement:

(1) Amendments to an Exhibit that are necessary for compliance with the provisions of this Agreement, the LDC, or extra-jurisdictional permitting requirements, and address technical considerations that could not reasonably be anticipated during the Planned Development approval process;

(2) Have no material effect on the character of the approved PD district, the basic concept and terms of the PD Plan/Agreement. These may include, but are not limited to, the following:

- a) Structural alterations that do not significantly affect the basic size, form, style, and appearance of principal structures;
- b) Minor changes in the location and configuration of streets and driveways that do not adversely affect vehicular access and circulation on or off the site;
- c) Minor changes in the location or configuration of buildings, parking areas, landscaping, or other site features;
- d) Minor changes in the location and configuration of public infrastructure facilities that do not have a significant impact on the City's utility and stormwater management systems;
- e) Increases of five percent or less in the total number of parking spaces.

(3) Modifications of up to 20% to any of the lot dimensional requirements and associated Exhibit revisions, where such modifications are necessary to address minor Exhibit errors or unanticipated conditions that reasonably need to be addressed to ensure the development plan can be implemented, EXCEPT:

- a) Modifications, such as to floor area ratios, that increase intensity or density of the entire project or any phase by more than 2%;
- b) Modifications that increase building height or decrease setbacks, yards, or landscaping along the perimeter of the Property by more than 10%;
- c) Modifications that, when combined with previously approved minor and substantial modifications, would result in a cumulative change of more than 20% of the original requirement for the area in question; and
- d) Modifications that would unduly impact City-owned public utilities.

B. Requests for minor modifications shall be submitted in writing on forms provided by the City. Requests shall be reviewed pursuant to the general technical review process described in the LDC.

C. Denial of a requested minor modification shall be issued in writing to the applicant. Upon denial, or if more than 60 days elapses after the submittal of a completed application without a decision by the City, the applicant may apply for an amendment to the agreement.

D. Approved modifications shall be noted on the official plan documents.

13. AMENDMENTS.

A. Any revision to this Agreement other than a minor modification as described above shall require an amendment approved by the City Commission after review and recommendation by the Planning Board. Requests for an amendment must be submitted in writing and, except as otherwise provided herein, shall be processed in accordance with the LDC. Notice of public hearings shall be provided as if the application is one to rezone property.

B. In recognition of the City's general authority to rezone and legislate land uses and zoning requirements, all signatories to this Agreement and all individual lot owners, fee titleholders, mortgagees, or lien holders who now or hereafter own property subject to the this Agreement, agree as follows:

(1) The property owners association established pursuant to Section 7 above shall be authorized to represent and execute amendments to the Agreement on behalf of all lot owners other than the owners of lots directly impacted by the amendment.

(2) If the property owners association fails to retain its corporate status, then all directly impacted owners shall be authorized to represent and execute an amendment on behalf of all owners not directly impacted who have received notice of the proposed amendment as required by this Agreement or applicable law.

(3) For purposes of this section, a lot is "directly impacted" by an amendment to this Agreement only where the amendment would revise the listed uses, dimensional requirements, architectural requirements, or sign requirements for that lot.

C. No property owner other than one who actually executes an amendment shall be deemed to have waived his or her right to challenge a proposed or executed amendment in the same manner that an affected property owner may challenge zoning or related lot specific changes for property which is not subject to a planned development agreement. Such challenges include: (i) objections to a proposed amendment before the City Planning Board or City Commission, (ii) seeking certiorari review or injunctive action in relation to the adoption of such amendment as provided by law, or (iii) consistency challenges as provided for in Section 163.3215, Fla. Stat., or any successor provision.

14. VARIANCES.

This Agreement shall not be deemed to prohibit any owner of property within the planned development from seeking or obtaining one or more variances from the requirements of this Agreement pursuant to the LDC. In addition to those entitled to notice pursuant to the LDC, notice of any public hearing to consider a proposed variance shall be provided to all persons owning property within the planned development. No such variance shall be deemed to require formal amendment to this Agreement.

15. POLICE POWER AND SOVEREIGN IMMUNITY NOT WAIVED.

Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules, and regulations. Further, nothing contained in this Agreement shall be construed as a waiver of or attempted waiver by the City of its sovereign immunity under the constitution and laws of the State of Florida.

16. COMPLETE AGREEMENT; AGREEMENT TO BE RECORDED.

A. This Agreement represents the complete understanding by and between the parties with respect to the development and use of the Property. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and superseded by this Agreement.

B. This Agreement shall be recorded in the Public Records of Volusia County, Florida, at Developer's expense. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property.

17. VENUE AND SEVERABILITY.

A. In the event of any claim, action, litigation, or proceeding under this Agreement, venue shall be in Volusia County, Florida.

B. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Agreement unless the holding so states.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

[Signature pages following]

Attachment: Daytona's Halifax Media PD Agreement (2045 : Halifax Media Holly Hill BPUD Rezone)

Signed, sealed and delivered in the presence of:

**THE CITY OF DAYTONA BEACH,
FLORIDA, a Florida municipal corporation**

Nahed Iskander

Witness 1

Nahed Iskander

Print Name of Witness 1

Emerald Pelicieux

Witness 2

Emerald Pelicieux

Print Name of Witness 2

By: Derrick L. Henry
Derrick L. Henry, Mayor

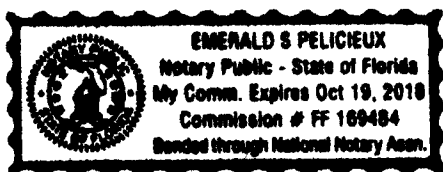
Attest:

By: Letitia LaMagna
Letitia LaMagna, City Clerk

Date: 11-11-16

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 11th day of November, 2016 by Derrick L. Henry and Letitia LaMagna Mayor and City Clerk, respectively, of The City of Daytona Beach, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.



Emerald Pelicieux
Notary Public
Commission No: FF 169484

Attachment: Daytona's Halifax Media PD Agreement (2045 : Halifax Media Holly Hill BPUD Rezone)

Signed, sealed and delivered in the presence of:

[OWNER]

Betha Hankins
 Witness 1
Betha Hankins
 Print Name of Witness 1

By: Kathy Bryant
 Name: Kathy Bryant
 Title: Treasurer

Date: October 11, 2016

Debbi Stuart
 Witness 2
Debbi Stuart
 Print Name of Witness 2

[Corporate Seal]

~~Signed, sealed and delivered in the presence of:~~

~~[DEVELOPER, IF DIFFERENT FROM OWNER]~~

~~Witness 1
 Print Name of Witness 1~~

~~By: _____
 Name: _____
 Title: _____~~

~~Witness 2
 Print Name of Witness 2~~

~~Date: _____~~

~~[Corporate Seal]~~

State of Arkansas
 County of Pulaski

The foregoing instrument was acknowledged before me this 11th day of October, 2016, by Kathy Bryant as Treasurer of Halifax, referred to in this agreement as "Owner." He or she is ☒ personally known to me or ☐ produced as identification and did not take an oath.



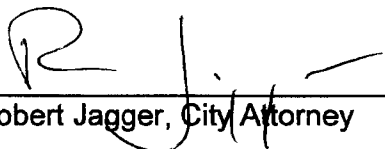
Diane M. Hudson
 Notary Public
 Commission No. 12365776

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201_, by _____ as _____ of _____, referred to in this agreement as "Developer". He/she is personally known to me and did not take an oath.

Notary Public
Commission No: _____

Approved as to legal form:

By: 
Robert Jagger, City Attorney

Attachment: Daytona's Halifax Media PD Agreement (2045 : Halifax Media Holly Hill BPUD Rezone)

[Exhibit pages attached:]

EXHIBIT A

Legal Description of the Property

EXHIBIT B

Site Plan

EXHIBIT C

Preliminary Plat

Attachment: Daytona's Halifax Media PD Agreement (2045 : Halifax Media Holly Hill BPUD Rezone)

EXHIBIT "A"**HALIFAX MEDIA PD REZONING****LEGAL DESCRIPTION**

BEING A PORTION OF LOTS 5 AND 6, BLOCK 20, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND ALSO RECORDED IN MAP BOOK 12, PAGES 3 AND 4 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. SAID PARCEL ALSO BEING A PORTION OF BLOCKS 18, 19, AND 20 AND A PORTION OF GLADIOLE STREET AS SHOWN ON REPLAT NUMBER ONE OF HOME ACRES ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 11, PAGE 64 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF BLOCK 20, OF SAID REPLAT OF UNIT ONE OF HOME ACRES WITH THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 5, BLOCK 20 OF SAID MASON AND CARSWELL'S HOLLY HILL; THENCE, RUN NORTH 25 DEGREES 42 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 26.12 FEET; THENCE, RUN NORTH 64 DEGREES 11 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 91.48 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 5A (NOVA ROAD) AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION MAP SECTION 79190-2509, DATED NOVEMBER 28, 1995, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE, RUN NORTH 25 DEGREES 46 MINUTES 29 SECONDS WEST ALONG THE SAID EAST LINE OF NOVA ROAD FOR A DISTANCE OF 855.02 FEET; THENCE, RUN NORTH 14 DEGREES 21 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 26.04 FEET; THENCE, RUN NORTH 55 DEGREES 41 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 75.76 FEET; THENCE, RUN NORTH 59 DEGREES 51 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 47.85 FEET TO THE NOW ESTABLISHED SOUTH RIGHT-OF-WAY LINE OF SIXTH STREET (40 FOOT WIDE PLATTED STREET PER MAP OF HOME ACRES); THENCE, RUN NORTH 64 DEGREES 18 MINUTES 02 SECONDS EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 192.94 FEET; THENCE, RUN SOUTH 25 DEGREES 41 MINUTES 58 SECONDS EAST FOR A DISTANCE OF 512.38 FEET; THENCE, RUN SOUTH 64 DEGREES 18 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 19.11 FEET; THENCE, RUN SOUTH 25 DEGREES 41 MINUTES 58 SECONDS EAST FOR A DISTANCE OF 219.28 FEET; THENCE, RUN SOUTH 19 DEGREES 18 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 35.36 FEET; THENCE, RUN SOUTH 64 DEGREES 18 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 118.45 FEET; THENCE, RUN SOUTH 25 DEGREES 41 MINUTES 58 SECONDS EAST FOR A DISTANCE OF 132.98 FEET; THENCE, RUN SOUTH 64 DEGREES 11 MINUTES 08 SECONDS WEST FOR A DISTANCE OF 168.16 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM, THE PORTION BEING WITHIN THE CORPORATE LIMITS OF THE CITY OF HOLLY HILL, BEING

LEGAL DESCRIPTION: PARCEL #4244-01-20-0060

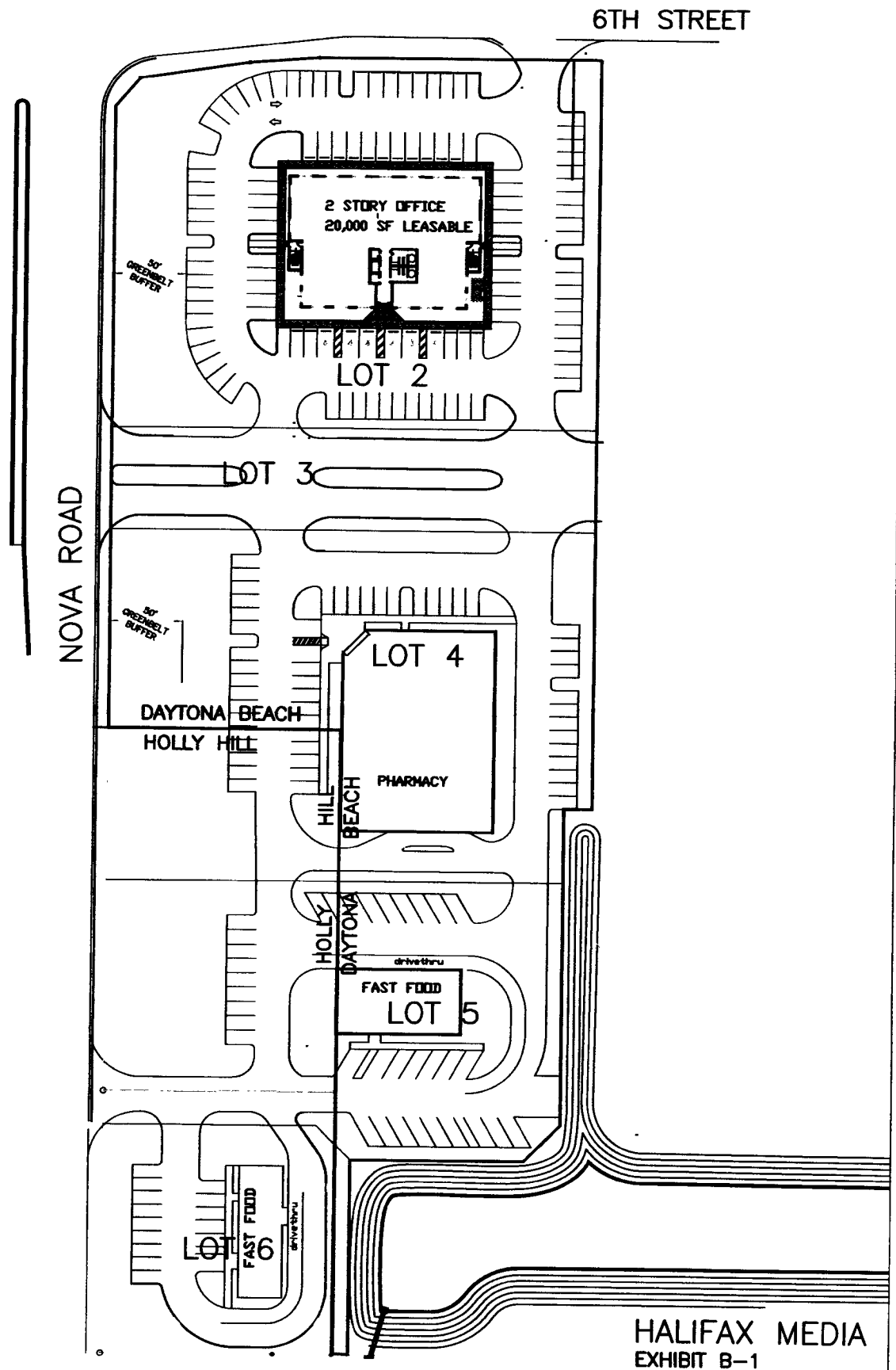
THE NORTH 180 FEET OF THE SOUTH 200 FEET OF THE EAST 158.71 FEET (MEASURED ON THE SOUTH LINE) AND 158.83 FEET (MEASURED ON THE NORTHERLY LINE) OF THE WEST 320 FEET OF LOT 6, BLOCK 20 MASON AND CARSWELLS HOLLY HILL, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 2, PAGE 90, AS RE-RECORDED IN MAP BOOK 12, PAGE 3, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND AS PER BOOK 3739 PAGE 1893, AND PER BOOK 5574 PAGE 0853, PER BOOK 6461 PAGES 649 - 665 OF THE OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA

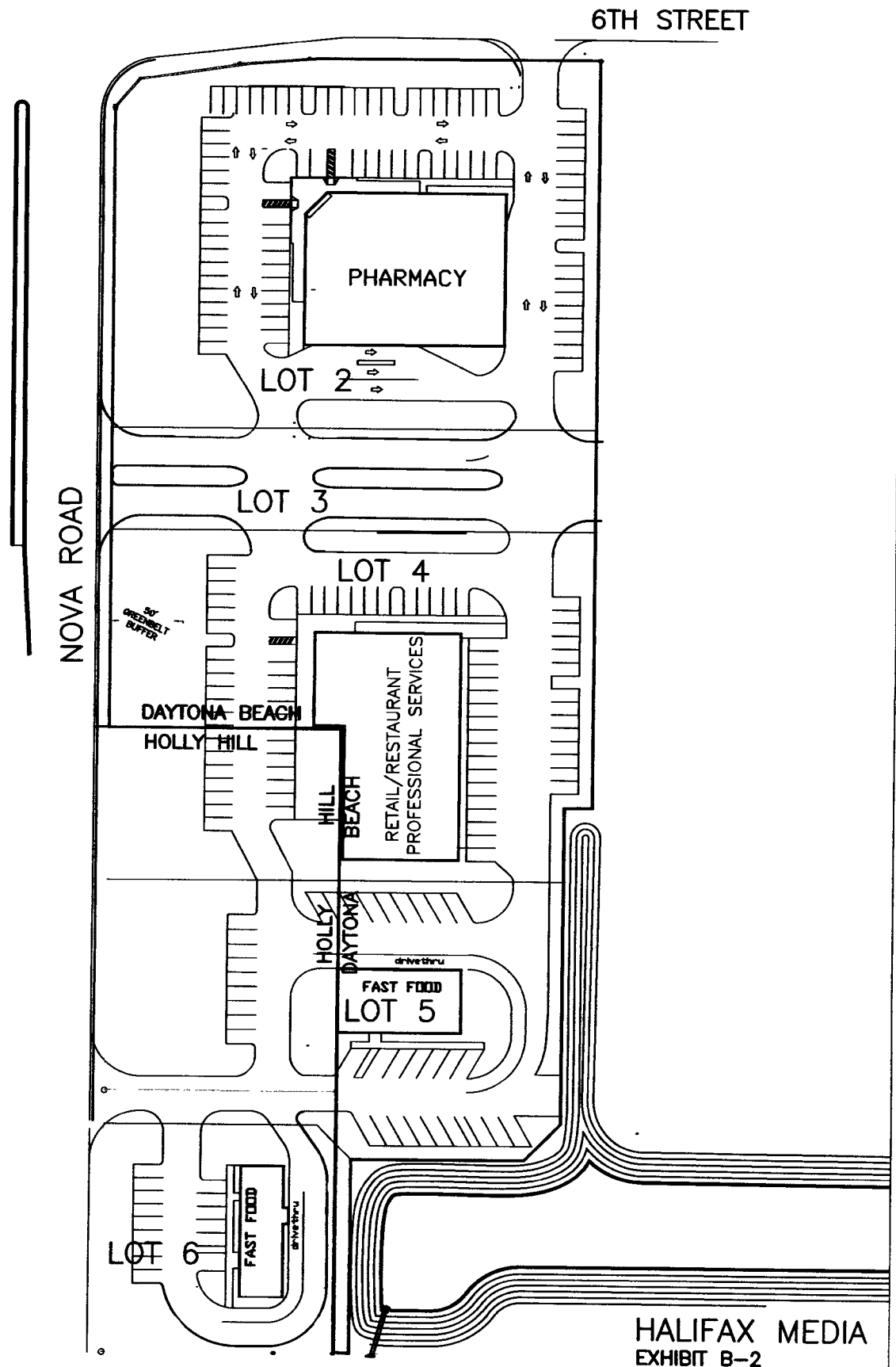
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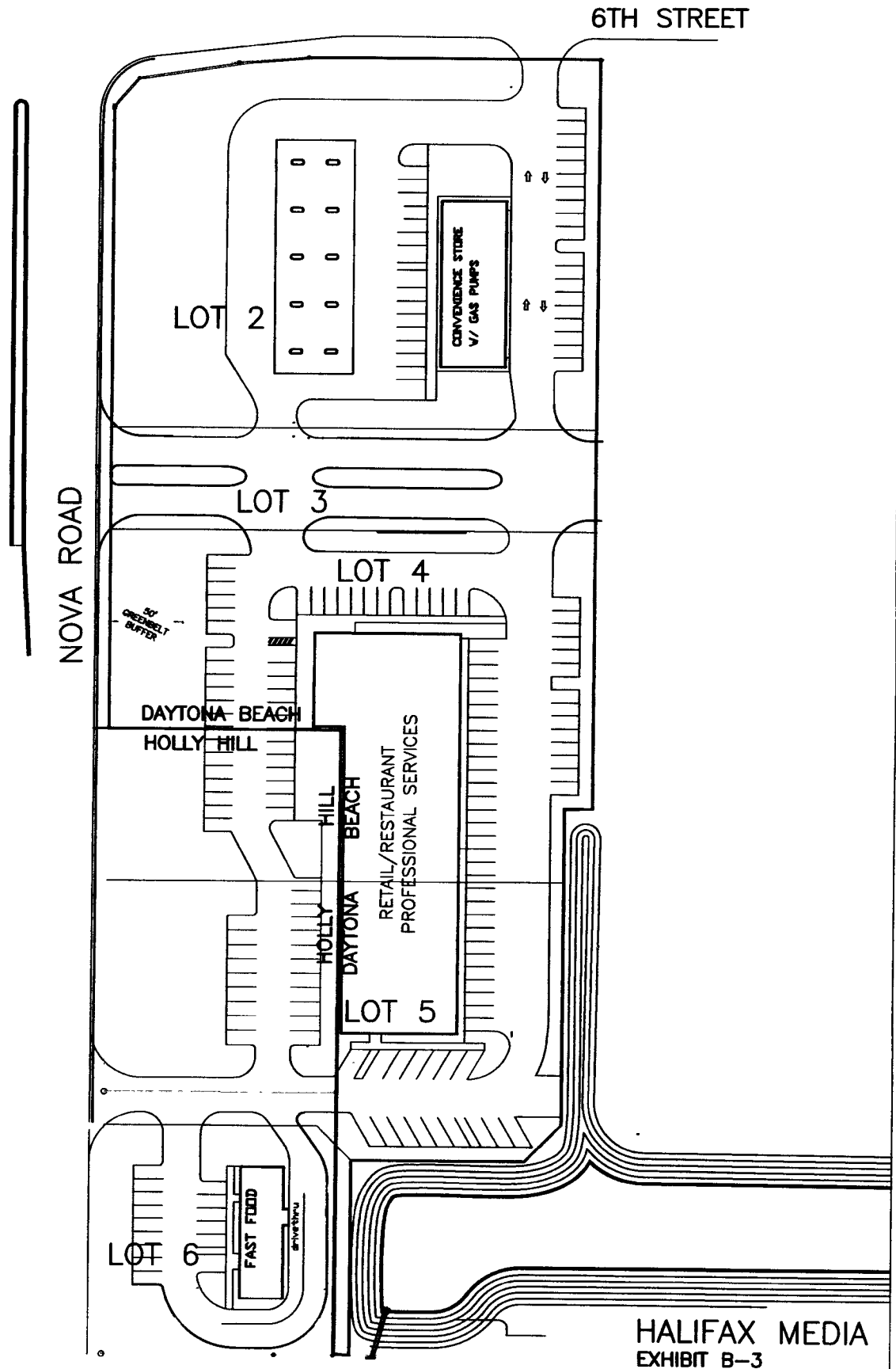
LEGAL DESCRIPTION: PARCEL #4244-01-20-0061

THE NORTHERLY 250 FEET OF THE SOUTHERLY 450 FEET OF THE WESTERLY 320 FEET OF LOT 6, BLOCK 20, EXCEPTING 70 FEET ALONG THE WESTERLY LINE RESERVED FOR DRAINAGE, MASON AND CARSWELLS HOLLY HILL ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 2, PAGE 90, AS RE-RECORDED IN MAP BOOK 12, PAGE 3, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND AS PER BOOK 6461 PAGES 649 - 665 OF THE OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA

Attachment: Daytona's Halifax Media PD Agreement (2045 : Halifax Media Holly Hill BPUD Rezone)



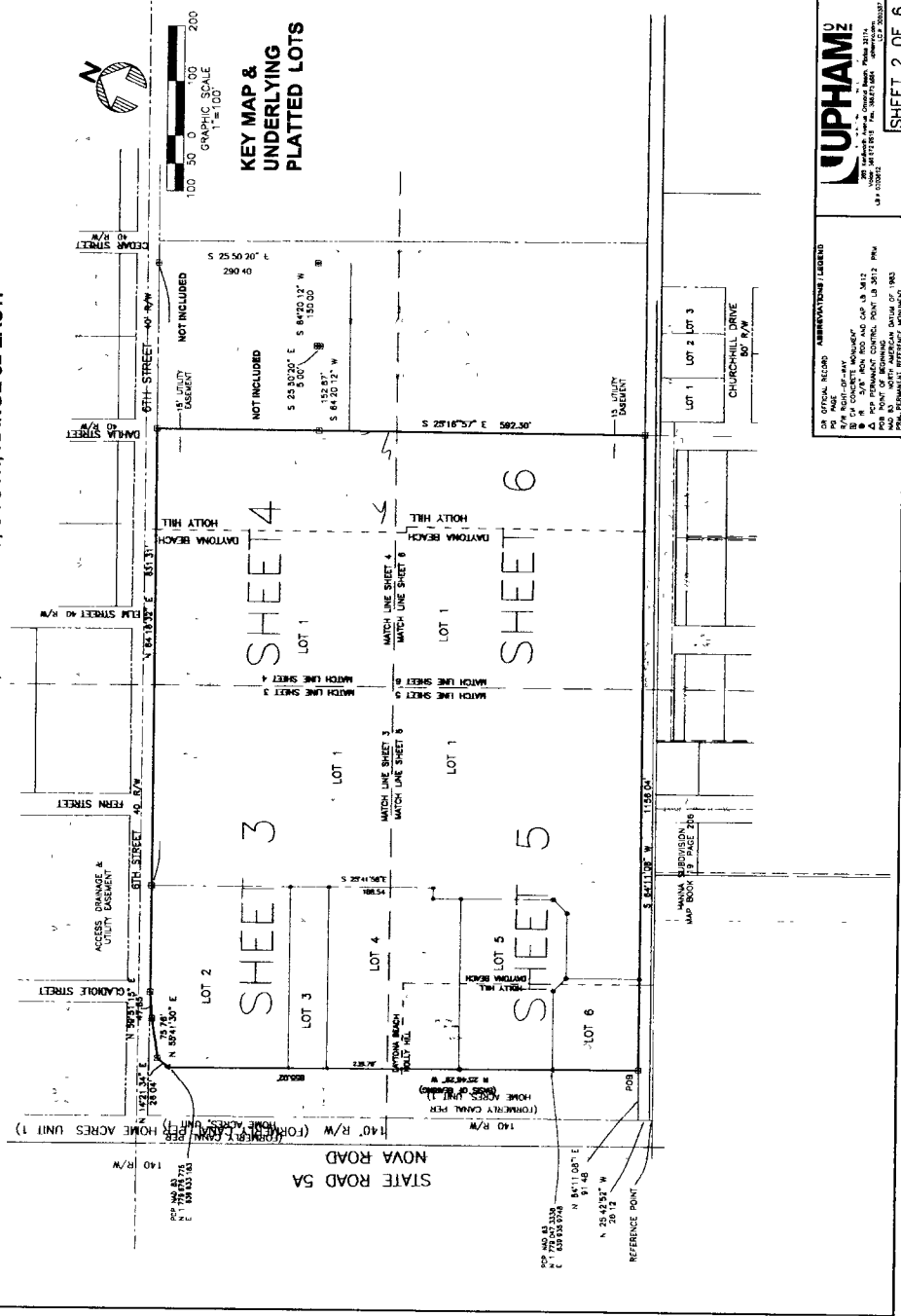




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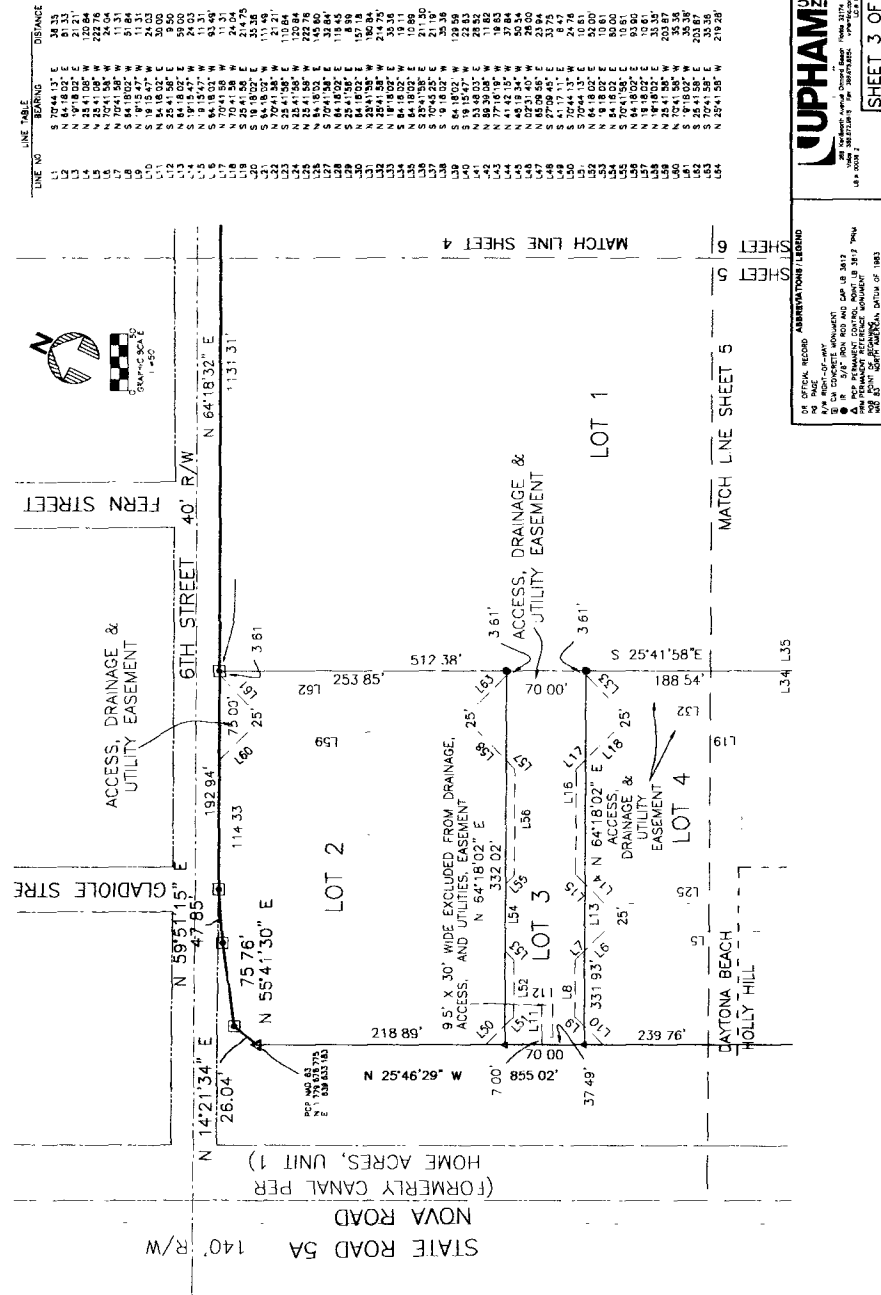
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HALIFAX MEDIA

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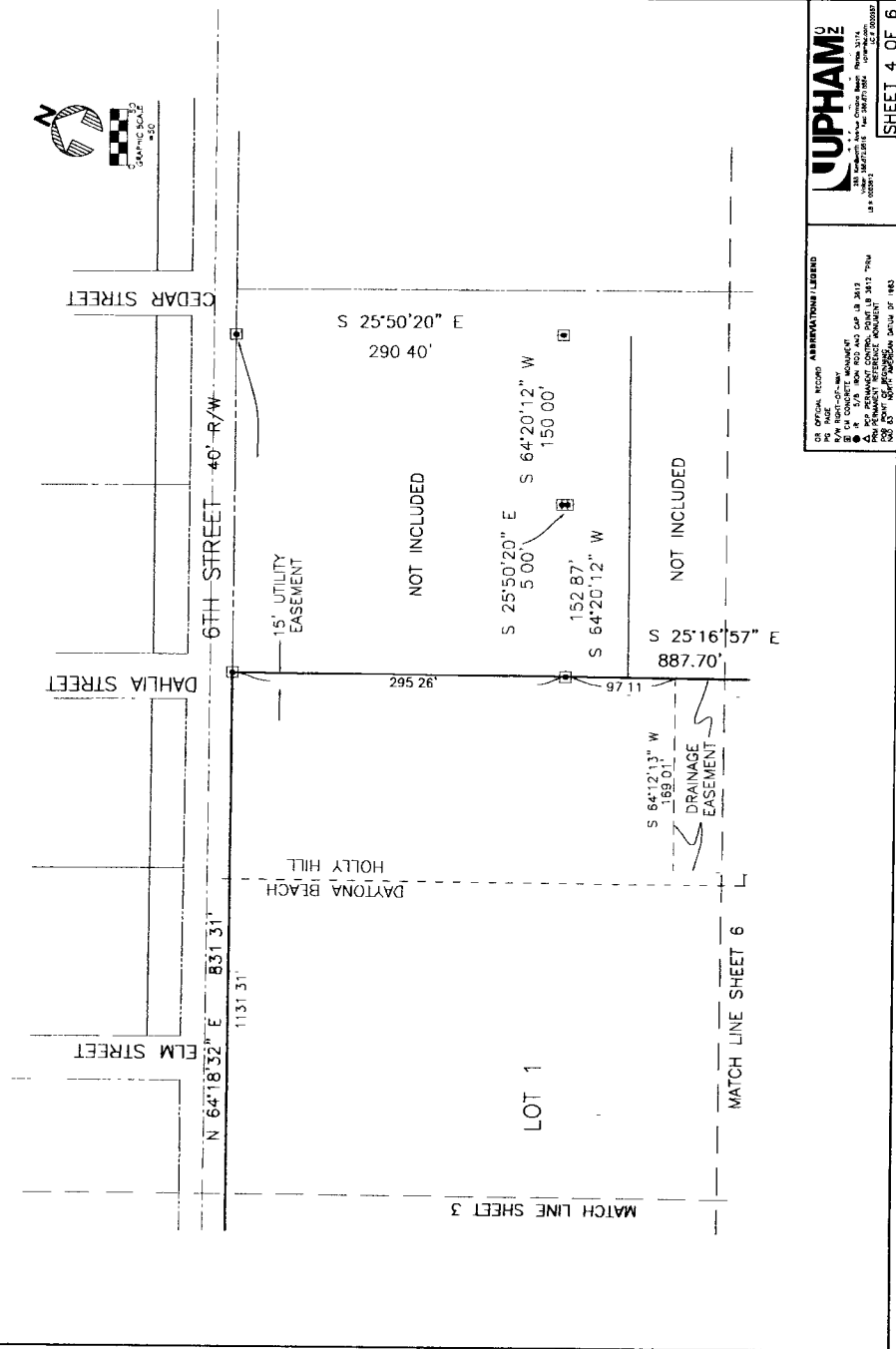
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HALIFAX MEDIA

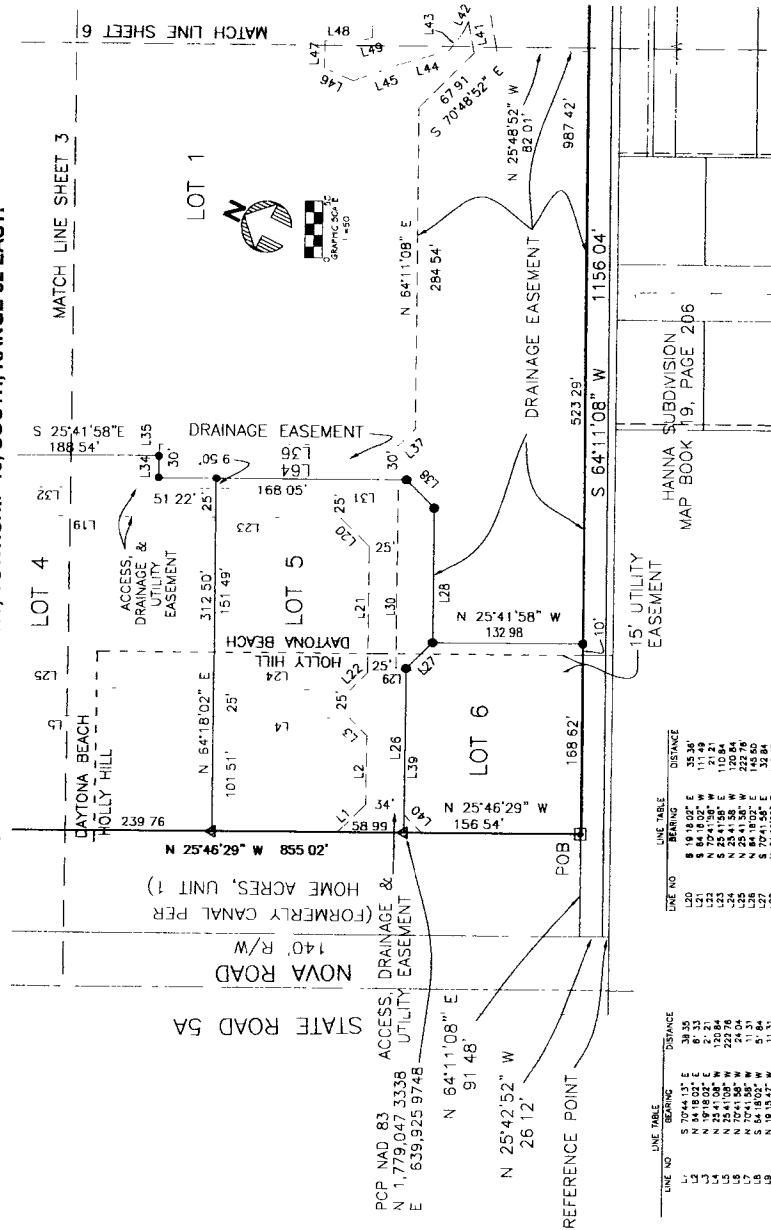
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HALIFAX MEDIA

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LINE NO	BEARING	DISTANCE	LINE NO	BEARING	DISTANCE
L1	S 70°44'13" E	38.35	L20	S 19°18'02" W	35.30
L2	S 64°18'02" E	6.31	L21	S 64°18'02" W	111.49
L3	N 25°41'35" W	12.84	L22	N 70°43'58" W	21.21
L4	N 25°41'35" W	12.84	L23	N 25°41'35" W	120.84
L5	N 25°41'35" W	22.78	L24	N 25°41'35" W	22.78
L6	N 25°41'35" W	11.31	L25	N 25°41'35" W	120.84
L7	S 70°44'13" W	5.64	L26	S 70°44'13" W	120.84
L8	S 64°18'02" W	5.64	L27	S 70°44'13" W	120.84
L9	S 64°18'02" W	11.31	L28	S 64°18'02" E	118.45
L10	S 19°18'02" W	11.31	L29	S 25°41'35" E	8.99
L11	S 19°18'02" W	30.00	L30	S 25°41'35" E	8.99
L12	S 25°41'35" E	9.50	L31	N 25°41'35" W	160.84
L13	S 19°18'02" W	24.03	L32	N 25°41'35" W	214.75
L14	S 19°18'02" W	24.03	L33	N 25°41'35" W	19.11
L15	S 19°18'02" W	11.31	L34	S 64°18'02" E	10.89
L16	S 19°18'02" W	11.31	L35	S 64°18'02" E	211.90
L17	N 25°41'35" W	24.04	L36	S 70°44'13" W	211.90
L18	S 70°44'13" W	214.75	L37	S 19°18'02" W	35.35

OR OFFICIAL RECORD
PG PAGE
B/W RIGHT-OF-WAY
III CM CONCRETE MONUMENT
● IN 5/8 INCH ROD AND CAP LB 3812
△ PERMANENT CONTROL POINT LB 3412 PNM
PERMANENT REFERENCE MONUMENT
POB POINT OF BEGINNING
POB AS NORTH AMERICAN DATUM OF 1983

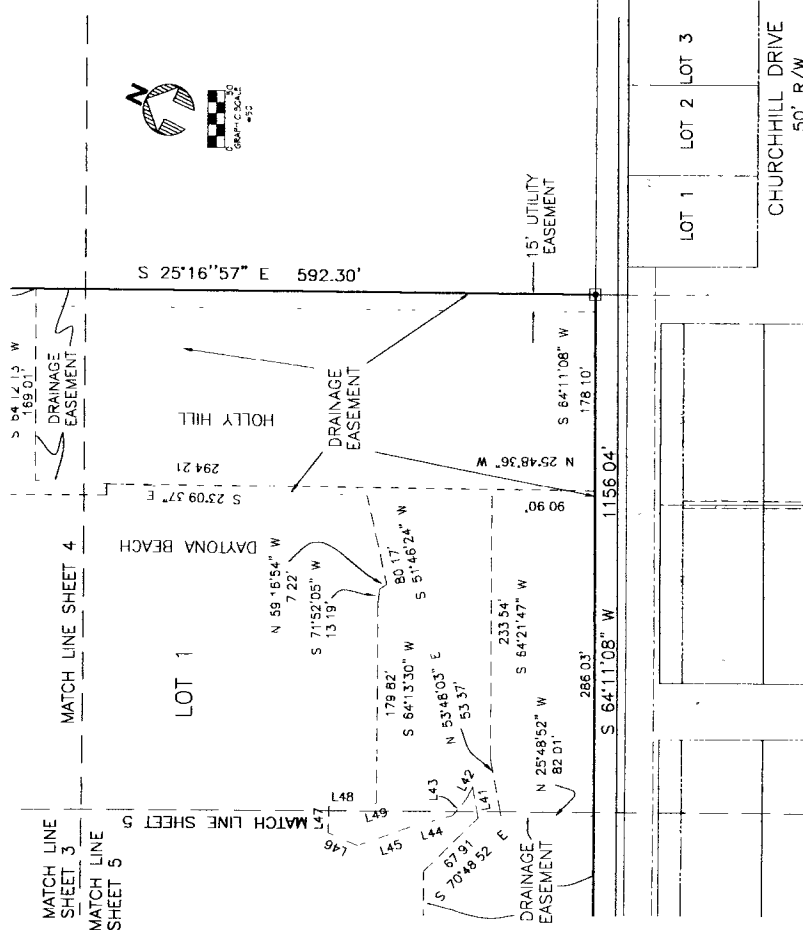
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284 Kumbhav Avenue, Ormond Beach, Florida 32174
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SHEET 5 OF 6

HALIFAX MEDIA

MAP BOOK PAGE

A REPLAT OF A PORTION OF LOTS 5 AND 6, BLOCK 20, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND ALSO RECORDED IN MAP BOOK 12, PAGES 3 AND 4 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. SAID PARCEL ALSO BEING A PORTION OF BLOCKS 18, 19, 20 AND A PORTION OF GLADIE STREET AND FERN STREET, AS SHOWN ON REPLAT NUMBER ONE OF HOME ACRES ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 11, PAGE 84 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. ALL BEING IN SECTION 37, THOMAS FITCH GRANT, TOWNSHIP 15, SOUTH, RANGE 32 EAST.



LINE NO.	BEARING	DISTANCE
L38	S 64°16'02" W	129.59
L39	N 15°48'53" E	28.52
L40	N 89°28'09" W	11.82
L41	N 41°12'15" W	37.84
L42	N 45°13'34" W	50.54
L43	N 15°02'59" E	23.84
L44	S 27°28'45" E	33.75
L45	S 41°11'11" E	8.47

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ABBREVIATION LEGEND
DR. OFFICIAL RECORD
PD. PLAT
C. CONVEYANCE
B. BOUNDARY
E. EASEMENT
W. WATER
R. RAILROAD
H. HIGHWAY
L. LOT
S. SURVEY
M. MASONRY
P. PLANTATION
R. RAILROAD
H. HIGHWAY
L. LOT
S. SURVEY
M. MASONRY
P. PLANTATION

SHEET 6 OF 6



CITY OF HOLLY HILL, FLORIDA

BOARD OF PLANNING AND APPEALS

MINUTES • MAY 7, 2018

City Commission Chamber

BOPA Regular Meeting

6:30 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

Attendee Name	Title	Status	Arrived
Mike Myer	Chairman	Present	
Jim Legary	Board Member	Present	
Robin D. Hanger	Board Member	Present	
Arthur Cappuccio	Board Member	Present	
Arthur W. Morris	Board Member	Present	

2. INVOCATION

Invocation was given by Robin Hanger.

3. PLEDGE OF ALLEGIANCE

Chairman Mike Myer led the Pledge of Allegiance.

4. BOPA MINUTES APPROVAL

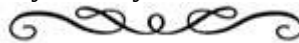
1.

Minutes of April 3, 2018 Meeting

(Requested by Brian Walker, City Planner)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Arthur W. Morris, Board Member
SECONDER:	Robin D. Hanger, Board Member
AYES:	Myer, Legary, Hanger, Cappuccio, Morris

Enacted and approved this 7th day of May, 2018, in Holly Hill



5. AGENDA ITEM(S)

1.

Halifax Media Holly Hill BPUD Rezone

(Requested by Brian Walker, City Planner)

Brian Walker, City Planner, summarized his staff report, stating that the applicant is requesting a rezone to BPUD (Business Planned Unit Development) in order to develop lots 3, 4 and 5 of the Halifax Media Plat. Lots 3 and 4 are divided between the Cities of Holly Hill and Daytona Beach. The portion lying within the City of Daytona Beach are part of the Halifax Media Planned District Agreement between the City of Daytona Beach and RPS News-Journal Building, LLC. The portions lying within the City of Holly Hill are zoned B-5 (General Commercial District). Therefore, each lot has two different zoning districts. The applicant proposes commercial structures on the portions of lots 3 and 4 lying within the City of Daytona Beach that are compatible with the stated allowable uses of the Halifax Media Planned District Agreement. On the portions of lots 3 and 4 lying within the City of Holly Hill, the applicant proposes to develop the site as parking area and drainage only, in support of the commercial structures proposed on those same lots within the City of Daytona Beach.

The portions of lots 3 and 4 proposed for parking and drainage are zoned B-5 which does not allow parking and drainage without a structure. Because the proposed structures are in another jurisdiction and zoning district, it is necessary to rezone the B-5 zoned property to a zoning classification that will allow parking and drainage as a support use only. The Business Planned Unit Development zoning district is designed to allow flexibility of business uses and their supporting infrastructure. Therefore, the rezone will allow the portion of lots 3 and 4 lying within the City of Holly Hill to be used as parking and drainage in support of commercial structures within the City of Daytona Beach.

Lot 5 is entirely within the City of Holly Hill and is currently zoned B-5 (General Commercial District). The applicant proposes to include this lot within the BPUD with the permitted uses to be consistent with the uses permitted under the B-5 zoning district of the Land Development Regulations of the City of Holly Hill. Staff finds that the requested BPUD zoning classification is compatible with the allowable uses and density provisions of the General Commercial Development future land use designation as well as with existing adjacent and future land uses. Staff recommends that the City Commission adopt the Ordinance enacting a Rezone from B-5 (General Commercial to BPUD (Business Planned Unit Development), and approve the associated Development Agreement and Preliminary Development Plan for approximately 1.58 acres, located on the east side of Nova Road approximately 600 feet south of 6th Street.

Rachel Pringle, Attorney representing RPS News-Journal LLC, stepped to the podium to answer any questions the Board may have. The Board asked if a Hardee's was being constructed on any of the lots under discussion.

Jerry Finley, Project Engineer, stated that a Hardee's Restaurant may be built on Lot #2, which is in the jurisdiction of the City of Daytona Beach and not part of the lots under discussion.

Brian Walker, City Planner stated that a Dialysis Center is under plan review for lot #4, which is located within the City of Daytona Beach limits.

Arthur Morris, asked how this project will affect the property values for the parcels within the City limits of Holly Hill? The property is owned by the News-Journal,

therefore, the taxes would be going to the City of Daytona Beach, being that the News-Journal building is located within that jurisdiction.

Michael Myer asked if the City could de-annex our parcel and have them annexed into the City of Daytona Beach. Scott Simpson stated that you cannot de-annex property that has been properly annexed.

Jim Legary expressed that he feels that this project benefits the City of Daytona Beach and that the City of Holly Hill is getting nothing from this.

Robin Hanger, stated that he feels it is better to have the land paved and landscaped, then just dirt sitting there. Being developed will attract interest into the area.

Brian Walker, City Planner stated that the Project will have a 50' landscaped buffer.

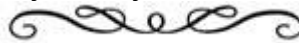
There was a discussion among the Board members as to whether this is good for the City, being that we are not really getting anything from this project.

Scott Simpson, City Attorney expressed to the Board that the question before us is - does this request meet our Land Development Code? Even though the Board may not think this City is benefiting from this project, they must look to see if they meet the criteria for the rezoning through our Land Development Code and Comp Plan.

The consensus of the Board was that the City is not benefiting from this project, but feels that the land would be better developed then undeveloped.

RESULT:	RECOMMEND APPROVAL TO CITY COMMISSION [UNANIMOUS]
MOVER:	Robin D. Hanger, Board Member
SECONDER:	Arthur Cappuccio, Board Member
AYES:	Myer, Legary, Hanger, Cappuccio, Morris

Enacted and approved this 7th day of May, 2018, in Holly Hill



6. OLD BUSINESS

None

7. BOARD/STAFF COMMUNICATIONS

None

8. ADJOURNMENT

This meeting adjourned at 7:10 PM