

**February 21, 2023
Regular Meeting
12:00 Noon**



City of Port St. Joe

Rex Buzzett, Mayor-Commissioner
Eric Langston, Commissioner, Group I
David Ashbrook, Commissioner, Group II
Brett Lowry, Commissioner, Group III
Scott Hoffman, Commissioner, Group IV

[All persons are invited to attend these meetings. Any person who decides to appeal any decision made by the Commission with respect to any matter considered at said meeting will need a record of the proceedings, and for such purpose 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 Board of City Commission of the City of Port St. Joe, Florida will not provide a verbatim record of this meeting.]

BOARD OF CITY COMMISSION

Regular Public Meeting
12:00 Noon
Tuesday February 21, 2023

Call to Order

Consent Agenda

Minutes

- Regular Commission Meeting 2/7/23 **Pages 4-7**
- Special Meeting 2/10/23 **Page 8**

Planning Board Recommendations

- St. Joe Company- Windmark Beach North Phase II **Pages 9-12**
Parcel #04229-003R

City Engineer

- Long Ave.
 - Water/Sewer
 - Paving
- Ave. C & D Paving
- Dr. Joe Parking lot Paving
- First Street Paving
- Beacon Hill Sewer Design
- SCOP Grant Application 2023
 - Resolution 2023-01 **Page 13**

City Attorney

- Update

Old Business

- City Projects
- Workforce Housing - Update
- Leesa Haire- Trees on Reid Ave. **Pages 14-15**
Signs on Reid Ave.

New Business

- Hazard Mitigation 75/25 Grant Approval **Pages 18-82**
- Hwy 98 Beautification Grant Approval **Pages 83-106**
- Williams Ave. Parking Spots- Paving Quote **Page 107**
- High School Manhole Replacement **Page 108**
- Sheryl Steindorf- Gulf County Citizens for a Healthy Future

Public Works

- **RFP 2022-20 Public Works Storage Bldg.**

Page 111

Surface Water Plant

- **Update**

Wastewater Plant

- **Bar Screen Replacement- Request to Bid**

Finance Director

- **FEMA- Update**

Code Enforcement

- **Request for Demo**
 - **Brenda Fisher- 214 Ave E, House**
 - **Knights of Pythias- Ave C, House behind the Lodge**

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Page 113

Police Department

- **Update**

City Clerk

- **Grants Update**
- **High School Art Project Request**

Pages 114-115

Pages 116-121

Citizens to be Heard

Discussion Items by Commissioners

Motion to Adjourn

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF CITY
COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD AT
2775 GARRISON AVENUE, February 7, 2023, at Noon.**

The following were present: Mayor Buzzett, Commissioners Ashbrook, Hoffman, and Langston. City Manager Jim Anderson, City Clerk Charlotte Pierce, and City Attorney Clinton McCahill were also present.

CONSENT AGENDA

Minutes

A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to approve the Minutes of the Workshop Meeting January 17, 2023, the Regular Meeting of January 17, 2023, and the Workshop Meeting of January 31, 2023. All in favor; Motion carried 5-0.

City Engineer – Josh Baxley

Long Avenue Water / Sewer

The pre and post videos of the Water / Sewer Lines have not been reviewed. Some files were received, but they were corrupt and unviewable. Mr. Baxley is working on this.

Long Avenue Paving

A lengthy discussion was held on this. Commissioners expressed their dissatisfaction with what has been done, \$197,000 has been paid to Dewberry for inspection services, and some of the laterals were not done. The quality of inspection services was also questioned.

Chris Kirkland, the L&K Contractor for the project, assured the City he would be advocating for the City and has the City's best interest at heart. He will be working with John Grantland to address the issues of concern.

Avenues C and D Paving

Patching has been completed on Avenue C and the contractor is currently working on Avenue D.

Dr. Joe Parking Lot Paving

The Contractor is working on this, and Mr. Baxley anticipates that it may be completed today.

First Street Paving

The drainage structures are to be delivered on February 16, 2023.

Beacon Hill Sewer Design

The Notice to Proceed was issued and work is to start on February 15, 2023. Materials have been ordered and are on the way.

SCOP Grant Application 2023

No action was taken on this item.

City Attorney

Mr. McCahill did not have anything specific for the Commission.

Old Business

City Projects

Mr. Anderson noted the progress that is being made on City Projects. He shared that Duke Energy is willing to work with the City on an easement for Workforce Housing.

Commissioner Langston asked about the study done to determine the structural integrity of the Washington Site buildings. Mr. Anderson shared that the study is being reviewed and a copy was given to the Commission as well.

New Business –

Legislative Request 2023

Mr. Anderson asked the Commissioners to review the list that Commissioner Hoffman previous provided and decide what requests need to be submitted. Lobbyist Clark Smith is reviewing the list and will let the Commissioners know which items he feels will have the best chance of being funded.

City Manager's Contract Extension

A Motion was made by Commissioner Hoffman, second by Commissioner Ashbrook, to extend the City Manager's contract, as presented, for an additional three years. All in favor; Motion carried 5-0. Mayor Buzzett stated that Mr. Anderson has done a wonderful job, encouraged citizens to look at what has been accomplished through his leadership, and the progress that has been made since Hurricane Michael.

Christy McElroy addressed the Commission and shared how fortunate the City is to have Mr. Anderson as the City Manager, that he is a straight shooter, and does not have any hidden agendas.

Downtown Water Line Replacement

A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to approve Phase I of the Downtown Water Line Replacement. Funding will be through the Department of Economic Opportunity.

Public Works – John Grantland

Mr. Grantland shared that we are waiting to hear from the state on the CCTV opportunity for the CDBG-DR Grant, Public Works will be pressure testing the ESAD Sewer System in a few days, and he anticipates the downtown sidewalk repairs will begin tomorrow.

Surface Water Plant – Larry McClamma

Mr. McClamma did not have any updates for the Commission.

Wastewater Plant – Kevin Pettis

Mr. Pettis shared there is 2.5 feet of freeboard in the lagoon, the plant is not discharging because of filter issues, the DEP Permit Modification has been received and this gives the City room for more time in working with the lagoon. Mr. Pettis wants to go back to the nylon filters since the steel ones have not lasted as long. He would like to discuss this with staff this week.

Finance Director – Mike Lacour

FEMA Update

Mr. Lacour has not received any updates on the Clifford Sims Park Project and it is still in Stage 6 of 8 with the state for review. He has reached out to Lobbyist Clark Smith to see if he can help with this issue.

COVID Relief Funds

Mr. Lacour reminded the Commission that these funds must be obligated by December of 2024.

Code Enforcement –

Special Master Hearings have been held, bids are advertised to demolish 2 houses, and quotes are being received to relocate two sheds that have been improperly placed.

Police Department – Chief Richards

Chief Richards shared that a couple of the newer Explorers are having transmission issues, they are in the shop, and Sheriff Harrison has given the PSJ PD a surplus vehicle. The department is in the process of stripping the vehicle insignia and will have it ready to be repainted shortly. Chief Richards does have a new vehicle on order to keep his fleet current and is waiting for the delivery of it.

Chief Richards noted that Body Cameras are being tested, he is trying several brands and will be selecting the line that is the best overall all in price and workability for his department.

City Clerk – Charlotte Pierce

Grants Update

Clerk Pierce shared that city staff continues to work with our grant writers on the availability of grants and opportunities of funding for the city.

City Election Time Line

Clerk Pierce referenced the time line that provides all the deadlines and pertinent information for seeking office in the upcoming election to be held on May 9, 2023.

Citizens to be Heard –

Marvin Davis asked about the bathrooms being open at Peters Park. Mr. Anderson responded that the Workforce Center has the keys and he will contact them about having the facilities open.

Christy McElroy shared her concerns about the LNG Project. Mayor Buzzett responded that this is a moot point until a Development Order is requested by LNG, stated that the City will do their due diligence at the proper time, and encouraged citizens to look at the documents and to be involved for the right reasons.

Charles Gathers feels that there are FERC issues with LNG. He also asked about the ballpark at Peters Park and noted the need for available water at the cemeteries for people beautifying plots there.

Chester Davis apologized for accusations concerning LNG, stated he felt things got off on the wrong foot when the discussions started, and asked everyone to continue to be transparent. He also encouraged reaching out to Harold Mitchell to use his knowledge and support to tap into Federal Infrastructure Funds for Port St. Joe.

Jimmy Garcia asked how needs will be met as the City grows. Mayor Buzzett responded that issues are being worked on and the City is aware of them.

Discussion Items by Commissioners

Neither Mayor Buzzett, Commissioners Langston, Lowry, nor Hoffman had any other issues to discuss with the Commission.

Commissioner Ashbrook requested that Attorney McCahill check into the possibility of rezoning the area from North Garrison Avenue to CVS as Mixed Use rather than Industrial.

Motion to Adjourn

There was no other business to come before the Commission and Mayor Buzzett adjourned the meeting at 1:25P.M.

Approved this _____ day of _____ 2023.

Rex Buzzett, Mayor

Date

Charlotte M. Pierce, City Clerk

Date

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD AT 2775 GARRISON AVENUE, February 10, 2023, At Noon.

The following were present: Mayor Buzzett, Commissioners Ashbrook and Hoffman. City Manager Jim Anderson, Finance Director Mike Lacour, Chief of Police Jake Richards, Wastewater Treatment Plant Manager Kevin Pettis, and Lead Operator Joe Harris were also present. Commissioners Langston, Lowry, and City Clerk Charlotte Pierce were absent.

The purpose of the meeting was to consider advertising for Wastewater Treatment Plant Filters.

CONSENT AGENDA

Wastewater Treatment Plant Filters

A Motion was made by Commissioner Ashbrook, second by Commissioner Hoffman, to approve purchasing the filters from Evoqua as a sole source provider for \$115,566. All in favor; Motion carried 3-0.

There was no other business to come before the Commission and Mayor Buzzett adjourned the meeting at 12:15 P.M.

Approved this _____ day of _____ 2023.

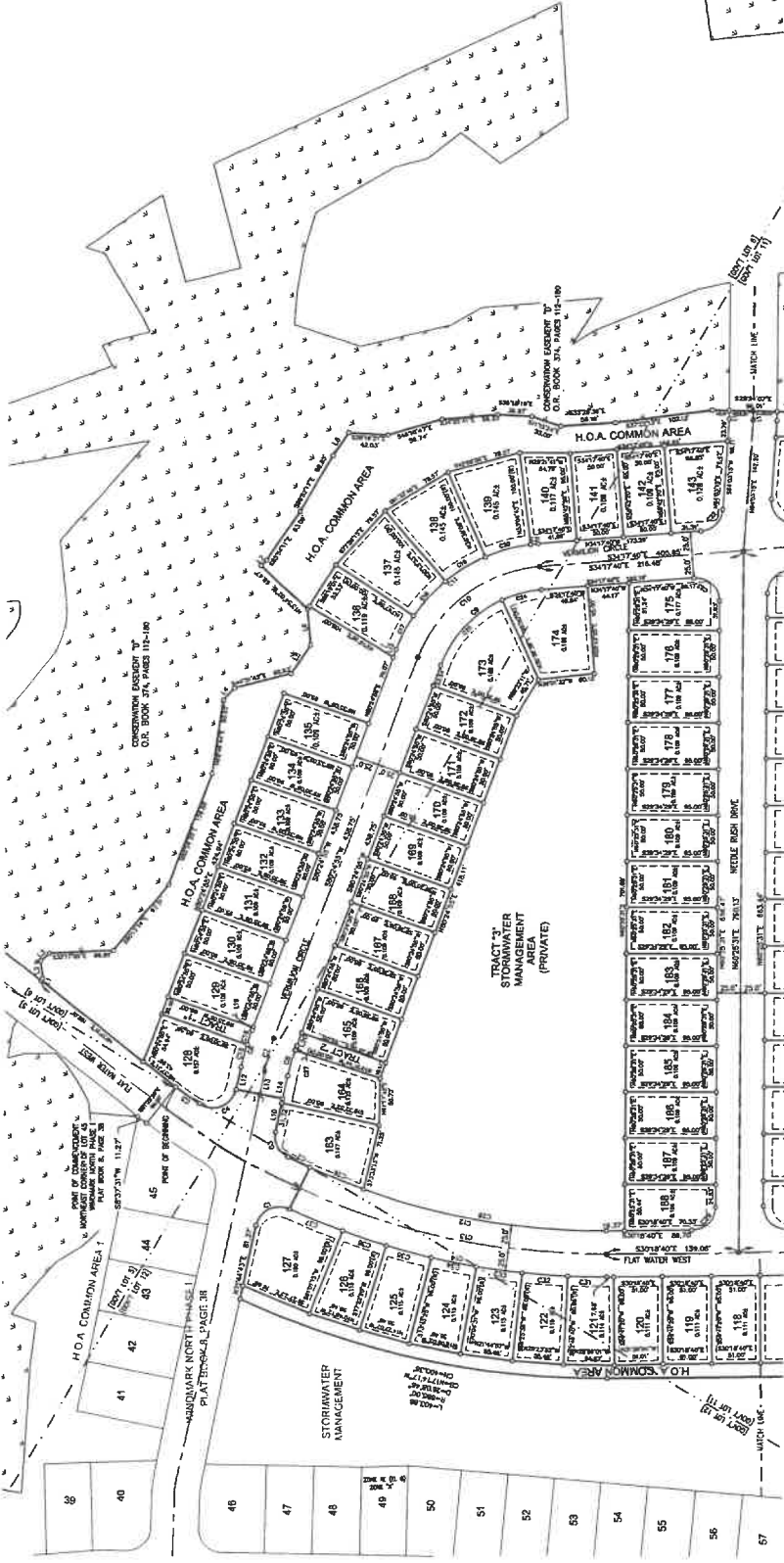
Rex Buzzett, Mayor

Date

Jim Anderson for
Charlotte M. Pierce, City Clerk

Date

WINDMARK NORTH PHASE II
A SUBDIVISION OF A PORTION OF GOVERNMENT LOTS 5, 6, 11, & 12, SECTION 8, TOWNSHIP 7 SOUTH, RANGE 11 WEST, GULF COUNTY, FLORIDA



Curve Table				Curve Table				Curve Table				Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length	Curve #	Length	Radius	Delta	Chord Bearing	Chord Length	Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	43.58	175.00	100.00°	S82°20'27\"	100.0000'	C21	42.81	25.00	89.27°	S14°28'49\"	23.84	C41	42.81	25.00	89.27°	S14°28'49\"	23.84
C2	25.00	75.00	200.00°	S82°20'27\"	50.0000'	C22	37.21	25.00	89.27°	S14°28'49\"	33.87	C42	42.81	25.00	89.27°	S14°28'49\"	23.84
C3	25.00	75.00	170.00°	N82°20'27\"	50.0000'	C23	43.53	25.00	84.67°	N10°30'56\"	33.68	C43	42.81	25.00	89.27°	S14°28'49\"	23.84
C4	28.83	75.00	170.00°	N82°20'27\"	50.0000'	C24	43.53	125.00	202.50°	N44°30'56\"	43.51	C44	54.54	100.00	225.00°	N40°30'56\"	50.00
C5	44.64	75.00	80.00°	S73°21'47\"	44.63	C25	40.28	100.00	135.00°	S43°30'56\"	40.28	C45	42.81	25.00	89.27°	S14°28'49\"	23.84
C6	37.63	250.00	80.00°	S73°21'47\"	37.63	C26	40.28	100.00	135.00°	S43°30'56\"	40.28	C46	42.81	25.00	89.27°	S14°28'49\"	23.84
C7	34.00	250.00	80.00°	S73°21'47\"	34.00	C27	40.28	100.00	135.00°	S43°30'56\"	40.28	C47	42.81	25.00	89.27°	S14°28'49\"	23.84
C8	112.44	175.00	65.77°	N67°30'56\"	112.44	C28	38.65	25.00	89.27°	S14°28'49\"	34.33	C48	42.81	25.00	89.27°	S14°28'49\"	23.84
C9	178.63	150.00	65.77°	N67°30'56\"	178.63	C29	38.65	25.00	89.27°	S14°28'49\"	34.33	C49	42.81	25.00	89.27°	S14°28'49\"	23.84
C10	189.42	175.00	65.77°	N67°30'56\"	189.42	C30	38.65	25.00	89.27°	S14°28'49\"	34.33	C50	42.81	25.00	89.27°	S14°28'49\"	23.84
C11	234.95	75.00	25.00°	S73°21'47\"	234.95	C31	41.28	75.00	330.37°	S28°45'00\"	41.77	C51	42.81	25.00	89.27°	S14°28'49\"	23.84
C12	234.95	75.00	25.00°	S73°21'47\"	234.95	C32	48.24	75.00	135.00°	S43°30'56\"	48.24	C52	42.81	25.00	89.27°	S14°28'49\"	23.84
C13	234.95	75.00	25.00°	S73°21'47\"	234.95	C33	48.24	75.00	135.00°	S43°30'56\"	48.24	C53	42.81	25.00	89.27°	S14°28'49\"	23.84
C14	234.95	75.00	25.00°	S73°21'47\"	234.95	C34	48.24	75.00	135.00°	S43°30'56\"	48.24	C54	42.81	25.00	89.27°	S14°28'49\"	23.84
C15	28.00	275.00	372.47°	S73°21'47\"	28.00	C35	48.24	75.00	135.00°	S43°30'56\"	48.24	C55	42.81	25.00	89.27°	S14°28'49\"	23.84
C16	16.80	275.00	372.47°	S73°21'47\"	16.80	C36	48.24	75.00	135.00°	S43°30'56\"	48.24	C56	42.81	25.00	89.27°	S14°28'49\"	23.84
C17	40.86	175.00	170.00°	N82°20'27\"	40.86	C37	69.82	75.00	429.17°	S44°15'00\"	69.82	C57	42.81	25.00	89.27°	S14°28'49\"	23.84
C18	26.17	175.00	170.00°	N82°20'27\"	26.17	C38	193.32	100.00	84.67°	N10°30'56\"	193.32	C58	42.81	25.00	89.27°	S14°28'49\"	23.84
C19	50.17	175.00	170.00°	N82°20'27\"	50.17	C39	133.98	75.00	84.67°	N10°30'56\"	133.98	C59	42.81	25.00	89.27°	S14°28'49\"	23.84
C20	50.17	175.00	170.00°	N82°20'27\"	50.17	C40	82.48	50.00	84.67°	N10°30'56\"	82.48	C60	42.81	25.00	89.27°	S14°28'49\"	23.84

TITLE
PROPERTY AND SURVEY NOTES
FOR DEEDS (17-190)
FLOOD ZONES (17-190)

SHEET INDEX

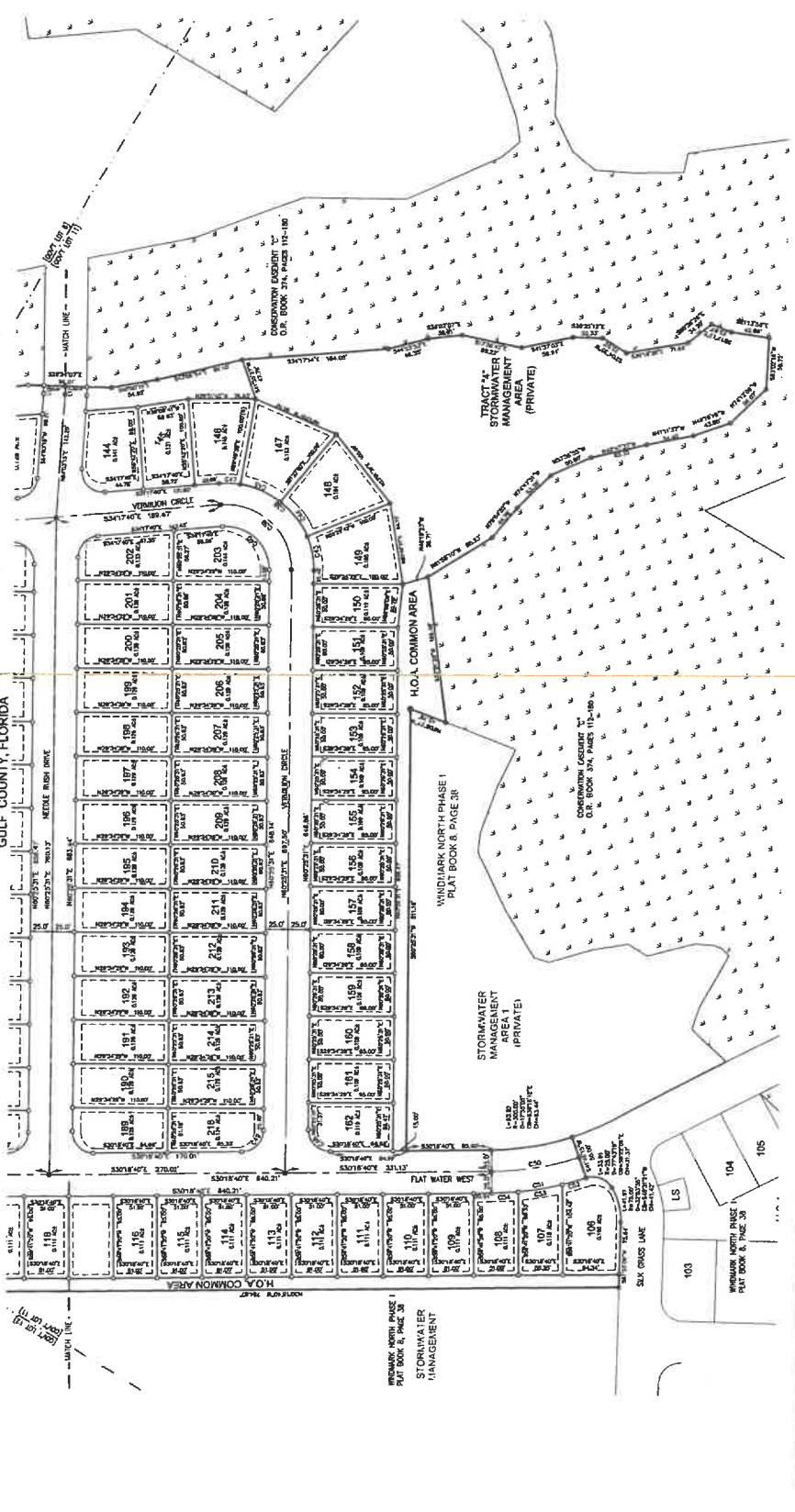
NO.	31
NO.	34

Dewberry
DEWBERRY ENGINEERS, INC.
201 WEST PALM AVENUE, SUITE 200
GULF BEACH, FLORIDA 32117
PHONE: 904.232.4444 FAX: 904.232.0101
CERTIFICATE OF PROFESSIONAL REGISTRATION NO. 13,811

10

WINDMARK NORTH PHASE II

A SUBDIVISION OF A PORTION OF GOVERNMENT LOTS 5, 6, 11, & 12, SECTION 9, TOWNSHIP 7 SOUTH, RANGE 11 WEST, GULF COUNTY, FLORIDA
GULF COUNTY, FLORIDA



Curve Table			
Curve #	Length	Radius	Delta
C1	43.81	23.00	82.72°
C2	32.43	23.00	82.72°
C3	42.21	23.00	82.72°
C4	46.00	100.00	23.53°
C5	50.38	100.00	23.53°
C6	50.38	100.00	23.53°
C7	21.28	100.00	13.82°
C8	21.28	100.00	13.82°
C9	36.59	23.00	82.72°
C10	10.84	23.00	17.50°
C11	10.84	23.00	17.50°
C12	27.68	23.00	82.72°
C13	27.68	23.00	82.72°
C14	27.68	23.00	82.72°
C15	27.68	23.00	82.72°
C16	27.68	23.00	82.72°
C17	27.68	23.00	82.72°
C18	27.68	23.00	82.72°
C19	27.68	23.00	82.72°
C20	27.68	23.00	82.72°

Chord Bearing Chord Length			
Curve #	Length	Radius	Delta
C1	43.81	23.00	82.72°
C2	32.43	23.00	82.72°
C3	42.21	23.00	82.72°
C4	46.00	100.00	23.53°
C5	50.38	100.00	23.53°
C6	50.38	100.00	23.53°
C7	21.28	100.00	13.82°
C8	21.28	100.00	13.82°
C9	36.59	23.00	82.72°
C10	10.84	23.00	17.50°
C11	10.84	23.00	17.50°
C12	27.68	23.00	82.72°
C13	27.68	23.00	82.72°
C14	27.68	23.00	82.72°
C15	27.68	23.00	82.72°
C16	27.68	23.00	82.72°
C17	27.68	23.00	82.72°
C18	27.68	23.00	82.72°
C19	27.68	23.00	82.72°
C20	27.68	23.00	82.72°

Delta Chord Bearing Chord Length			
Curve #	Length	Radius	Delta
C1	43.81	23.00	82.72°
C2	32.43	23.00	82.72°
C3	42.21	23.00	82.72°
C4	46.00	100.00	23.53°
C5	50.38	100.00	23.53°
C6	50.38	100.00	23.53°
C7	21.28	100.00	13.82°
C8	21.28	100.00	13.82°
C9	36.59	23.00	82.72°
C10	10.84	23.00	17.50°
C11	10.84	23.00	17.50°
C12	27.68	23.00	82.72°
C13	27.68	23.00	82.72°
C14	27.68	23.00	82.72°
C15	27.68	23.00	82.72°
C16	27.68	23.00	82.72°
C17	27.68	23.00	82.72°
C18	27.68	23.00	82.72°
C19	27.68	23.00	82.72°
C20	27.68	23.00	82.72°

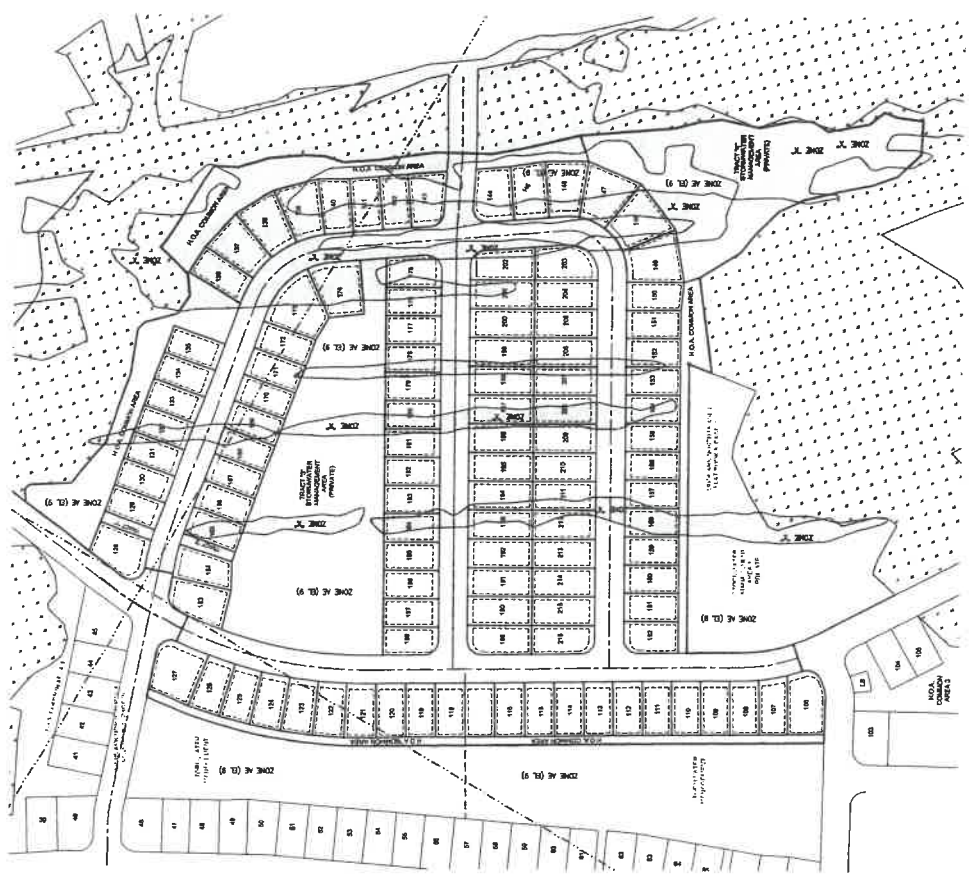
SHEET INDEX

TITLE	NO.
VICINITY MAP, LOTS, SURVEYORS NOTES, DISCUSSION AND SIGNATURES.	31
LOT DETAILS (1"-40')	32-35
RECORD ZONES (1"-40')	36



WINDMARK NORTH PHASE II

A SUBDIVISION OF A PORTION OF GOVERNMENT LOTS 5, 6, 11, & 12, SECTION 9, TOWNSHIP 7 SOUTH, RANGE 11 WEST, GULF COUNTY, FLORIDA



LOTS IN SHADED AREA ARE IN ZONE "X"
ALL OTHERS LOTS ARE IN ZONE AE (EL 9)



TITLE	SHEET INDEX	NO.
VICINITY MAP LEGEND, SURVEYORS NOTES, DESCRIPTION AND SIGNATURES		01
LOT DETAILS (1"-40')		02-07
FLOOD ZONES (1"-100')		08

Dewberry
DEWBERRY ENGINEERS, INC.
1000 W. PALM BLVD.
PALM BEACH, FLORIDA 33480
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. CA 8011

12

RESOLUTION NO.: 2023-01

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PORT ST. JOE, FLORIDA, AUTHORIZING THE MAYOR OR CITY MANAGER TO APPLY FOR FDOT FUNDING THROUGH THE “MUNICIPAL SMALL COUNTY OUTREACH PROGRAM (M-SCOP)”, FOR RESURFACING AVE. C & D FROM HWY. 98 to MLK BLVD.

WHEREAS, The City of Port St. Joe, Florida has requested from the State of Florida Department of Transportation financial assistance through their M-SCOP grant program for the resurfacing of Madison Street.

WHEREAS, the State of Florida has requested that The City of Port St. Joe submit one (1) M-SCOP application attached hereto; and

WHEREAS, the State of Florida Department of Transportation requires that a resolution be passed by the Board of City Commissioners in support of applying for financial assistance through their M-SCOP grant program.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PORT ST. JOE, FLORIDA THAT:

1. The Mayor or City Manager of the City of Port St. Joe, Florida apply for financial assistance from the Florida Department of Transportation for one (1) M-SCOP grant program.

DULY PASSED AND ADOPTED by the Board of City Commissioners of Port St. Joe, Florida, on this _____ day of _____, 2023.

**CITY COUNCIL MEMBERS
CITY OF PORT ST. JOE, FLORIDA**

Rex Buzzett, Mayor

ATTEST:

Charlotte M. Pierce, City Clerk

Current City Projects 2/21/23

- Maddox Park Drainage- Need more info. from engineer to bid and direction from the Board
- Clifford Sims Park Repairs- The Bids have been sent to FEMA/FDEM for approval
- Maddox Park Gazebo- Under Construction.
- Centennial Bldg. Rehab- Bids to be opened on 8/12/22, received one high bid. Working on new bid specs.
- Lighthouse Complex Rehab- Bids to be opened on 8/12/22. No Bids received. Working on new bid specs.
- Core Park Stage, Splash Pad, & Restroom- Was not Approved
- Sewer Rehab. CDBG-DR- Grant Funding Approved 5/21, Grant Agreement Received, working on Task Orders.
- City Hall Complex- Working on USDA Grant/Loan Docs. Currently on hold.
- Community Garden- Lease Agreement signed
- First Street Paving from First Street to Hwy 71 SCOP- Under Construction, Waiting on Stormwater Pipe.
- Long Ave Water/Sewer- Under Construction
- Long Ave. Paving- Start Date 1/3/23
- Ave. C, & D Paving- Start Date 1/3/23
- Dr. Joe Parking Lot Paving- Paving Complete, Waiting on Striping Construction
- New Boat Ramp Access Road- Tabled
- Beacon Hill Sewer- The Lift Station Contract has been signed and Design is ongoing for the Sewer Main.
- Skate Park- Working with the School on the location
- Washington Gym Complex Roofs- Reviewing the Engineers Report
- Cleaning of Ponds on Baltzell and at Core Park – Complete
- ESAD Sewer Purchase Evaluation for Upgrades- Working on the Bid Specs
- Buck Griffin Lake- The Spill Over has been repaired
- 20th Street Stormwater Pipe- Working on Camera Quote

- Stormwater Pipe Replacement on 10th Street- Working on a Materials List



Estimate #1212235

Feb 6, 2023

\$6,900.00

Bill To: Trish Warriner

Expiration Date: Mar 6, 2023

APPROVE

REJECT

Service or product	Quantity & Rate	Discount	Total
Tree Trimming Reid Ave. Trim 12 Live Oaks. R...	1 x \$6,000.00	-	\$6,000.00
Tree Removal & Stump Grinding Reid Ave. Remove 3 dying el...	1 x \$900.00	-	\$900.00

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NAME: City of Port St Joe / Gwinn Club
 ADDRESS: Rem at
 CITY, STATE, ZIP: Port St Joe

PROPOSAL/FINAL: 5906-23
 PHONE #: DATE: 12-15-22
 CUSTOMER NAME:
 WORK #: MOBILE #: 850 227-6887
 RECOMMENDED BY #:

EMAIL: twanninen88@gmail.com

DESCRIPTION OF WORK	STUMPS EXTRA	TREES REMOVED	FRONT	REAR
Raise canopy over road and walkways, trim limbs around lights, shorten long limbs to give a better shape whenever possible, trim sprouts and crossing limbs on 12 oaks on main road		4 STUMPS 5400		
Remove 3 dying elm trees		300 STUMPS 900		
SUB TOTALS				
ESTIMATED BY: Randy Wright ISA Certified Arborist #FL5921A			ESTIMATE EXPIRES 30 DAYS	
CUSTOMER SIGNATURE:			Total Stumps Removed	
CUT AND HAUL ALL DEBRIS AND LOGS			DISCOUNTS APPLY ONLY TO TREE REMOVAL 5% HANDLING FEE FOR CREDIT CARDS 10% LATE FEE AFTER 30 DAYS	
Payment Due When Services Rendered			NO stump grinding	
OPTIONAL/EXTRA			BUILDING	

Jim Anderson

From: Evan Jenkins <Evan.Jenkins@em.myflorida.com>
Sent: Friday, February 10, 2023 11:44 AM
To: Jim Anderson
Cc: Michael Lawro; Dawn Davis; Holly Swift; Pamela Price
Subject: 4399-162-R-For Execution 02-10-2023
Attachments: 4399-162-R-City of Port St. Joe -For Sub-Recipient Signature 02-10-2023.pdf

James Anderson
City Manager
305 Cecil G Costin Sr. Blvd.
Port St. Joe, Florida 32456,

**REF Project #4399-162-R
City of Port St. Joe, Lift Stations and Washington Gym, Utility Mitigation
Contract #H0937
Request for Review and Approval**

The proposed contract is being forwarded to you electronically, if you have any questions or concerns please contact me immediately.

The Florida Division of Emergency Management (FDEM) is pleased to inform you that the request for the project listed above has been approved. Please note that this is an eligible cost-reimbursement contract. The Sub-Recipient may submit quarterly requests for payment throughout the project process, consistent with the terms of the contract.

Attached is your copy of the proposed contract between the City of Port St. Joe (**Sub-Recipient**) and the Division of Emergency Management.

Please have the contract, the FFATA Form, and the Certification Regarding Lobbying form electronically signed by the official representative and return to FDEM Mitigation via email.

Official Representatives*:

County	Chairman of the Board of Commissioners
City	Mayor
Indian Tribe	Chief or President
Water Management District	Chairman
Non-Profit	Chairman of the Board

**If there is an official that is not listed above who is authorized to sign the contracts for your organization, please provide a copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign.*

The electronically signed contract should then be sent via email to your grant specialist. Full execution should be no later than sixty (60) days after receipt of this e-mail for final execution. The fully executed contract sent via email will be returned to you for your files.

Submit the electronic signed copy of the contract to:

**Evan Jenkins
Grant Specialist V
Evan.Jenkins@em.myflorida.com
REF: 4399-162-R Contract**

If you have questions regarding this contract, or who is authorized to sign it, please contact your Grants Specialist at [850-815-4589](tel:850-815-4589) or email at Evan.Jenkins@em.myflorida.com. If you have questions regarding the project, please contact your project manager below.

Thank you,

Michael Lawro

Project Manager | Bureau of Mitigation
Florida Division of Emergency Management
Phone: (850) 427-1589
Michael.Lawro@em.myflorida.com

**Please note that my phone number has changed*

Under Florida law, correspondence with the Florida Division of Emergency Management concerning agency business that is neither confidential nor exempt pursuant to Florida Statutes is a public record and will be made available to the public upon request.

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Port St. Joe
PROJECT #:	4399-162-R
PROJECT TITLE:	City of Port St. Joe, Lift Stations and Washington Gym, Utility Mitigation
CONTRACT #:	H0937
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	James Anderson City Manager 305 Cecil G Costin Sr. Blvd. Port St. Joe, Florida 32456

Enclosed is your copy of the proposed contract/modification between **City of Port St. Joe** and the Florida Division of Emergency Management (FDEM).

COMPLETE	
<input type="checkbox"/>	This form is required to be included with all Reviews, Approvals, and Submittal
<input type="checkbox"/>	Signed electronic copy
<input type="checkbox"/>	Reviewed and Approved
<input type="checkbox"/>	Signed and Dated by Official Representative
<input type="checkbox"/>	Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
<input type="checkbox"/>	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated
	<input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input type="checkbox"/>	Attachment K – Certification Regarding Lobbying - completed, signed, and dated
	<input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input type="checkbox"/>	Electronic Submittal to the Grant Specialist Evan Jenkins on

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 427-1589 or email me at Michael.Lawro@em.myflorida.com.

Agreement Number: H0937
Project Number: 4399-162-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 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. §200.1, “pass-through entity” means “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Sub-Recipient” means “an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “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. §200.1, “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. §200.332:

Sub-Recipient’s name:	<u>City of Port St. Joe</u>
Sub-Recipient’s unique entity identifier (UEI/FEIN):	<u>K4GBKCRKM3B5 / 59-0953785</u>
Federal Award Identification Number (FAIN):	<u>FEMA-DR-4399-FL</u>
Federal Award Date:	<u>December 13, 2022</u>
Subaward Period of Performance Start and End Date:	<u>Upon execution through September 27, 2024</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$482,574.10</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$506,178.85</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$506,178.85</u>
Federal award project description (see FFATA):	<u>Utility Mitigation</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>Michael.Lawro@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>

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 City of Port St. Joe, (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(a) 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:

Michael Lawro
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: (850) 427-1589
Email: Michael.Lawro@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

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

James Anderson
City Manager
305 Cecil G Costin Sr. Blvd.
Port St. Joe, Florida 32456
Telephone: (850) 229-8261
Email: janderson@psj.fl.gov

2. 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 September 27, 2024, 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. §200.1, 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 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 **\$482,574.10**.

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. §200.1 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. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives 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. §200.1, 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. §200.332(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. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

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

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

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

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

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

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

d. In accordance with 2 C.F.R. §200.335, 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. §200.336, 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.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

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

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, 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. §200.1, 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 (30) 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)(i), 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 fifteen (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 sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and 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 and, 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 (30) 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 (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) 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 (30) 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 (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar 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 200.327 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(i), 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(b), 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. 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.

e. 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.”

f. 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.

g. "[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(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

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

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

j. 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").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

a) Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

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

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at <https://www.fema.gov/procurement-disaster-assistance-team>.

(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
 - xii. Attachment K – Certification Regarding Lobbying

(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 (30) 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 (30) 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 or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified 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. 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.

h. 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.

i. 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.

j. 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.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is

inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

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

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. 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, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because

such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. 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.

v. 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.

vi. 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.

vii. 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.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of

such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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 C.F.R. 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.

If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(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 PORT ST. JOE

By: _____

Name and Title: _____

Date: _____

FEID#: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Kevin Guthrie, 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: **\$ 482,574.10**

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

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 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 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Other projects that reduce future disaster losses (Utility Mitigation)
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.

Attachment A
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protective measures to Lift Stations and Washington Gym, in Port St. Joe, Gulf County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4399-162-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

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

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes utility mitigation action to protect eleven (11) lift stations located in Port St. Joe, Florida 32456 and to protect the Washington Gym Facility, located at 401 Peters Street, Port St. Joe, Florida 32457.

The proposed scope of work shall include the elevation of control panels onto aluminum platforms above the flood plain, including extending all power and control wiring, at the eleven (11) existing sewer lift stations listed in the table below. The proposed mitigation shall reduce flood risk to the lift stations. The City shall also purchase three (3) portable 2,290 GPM diesel pumps, or the adequate size determined by the vendor and/or an engineer during the bid process to appropriately support the lift stations identified in the table below. The provision of the pumps shall allow the City to maintain the lift stations listed below operational during future power outages.

Additionally, the Sub-Recipient proposes to purchase and install a switch gear for the emergency generator at the Washington Gym Facility which serves as a distribution center in an event of a natural disaster. The provision of the switch gear shall ensure that the existing generator can power the facility during a power outage in future storm events.

All critical infrastructure and its components shall be protected against the 500-year flood event by implementing specific activities or by locating them outside the Special Flood Hazard Area (SFHA) and shall be protected against wind damage. The bypass pumps shall be stored at a location protected against a 500-year flood event or located outside the SFHA and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

ID#	Name/Station	Coordinates
1)	Barrier Dunes	(29.749565, - 85.398078)
2)	Ovation Master	(29.737395, - 85.393281)
3)	Ovation Bayside	(29.737337, - 85.390382)
4)	Jubilation Master	(29.681986, - 85.333461)
5)	Villa Del Sol	(29.684260, - 85.319160)
6)	Shallow Reed	(29.739526, - 85.296922)

7)	Marnie Island	(29.687831, - 85.309000)
8)	Marina Drive	(29.815724, - 85.309274)
9)	Windmark Beachside	(29.849202, - 85.334419)
10)	St. Joe Beach LS #1	(29.902425, - 85.364209)
11)	St. Joe Beach LS #2	(29.896491, - 85.359329)

Name/Station	Location	Coordinates
Washington Gym Facility	401 Peters Street, Port St. Joe Florida, 32457	(29.820684, - 85.297511)

Storage Location:

Name/Station	Location	Coordinates
City of Port St. Joe Public Works Bldg	1002 10th St, Port St. Joe, FL 32456	(29.809347, -85.287184)

TASKS & DELIVERABLES:

A) Tasks:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a) Copy of permit(s), notice of commencement.
 - b) Local Building Official Inspection Report and Final Approval.
 - c) Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and an electronic version (via email or CD), as applicable.
 - d) Certified Letter of Completion:
 1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and
 2. Certifying Compliance with all applicable codes.
 - e) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
 - f) Verification letter or documentation showing the pumps are protected to the 500-year (0.2% annual chance) flood elevation when deployed and are stored in an Unshaded-X zone or protected to the 500 year (0.2% annual chance) flood elevation.
 - g) Verification letter or document showing the control panels and components are protected to the 500-year (0.2% annual chance) flood elevation.
 - h) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete

prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

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

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

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

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

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

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

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

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

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

B) Deliverables:

Mitigation Activities consist of providing protection and implementing measures to improve utility mitigation services of the Lift Stations, located in Port St. Joe, Florida 32456, and to improve emergency backup power to the Washington Gym Facility, located in Port St. Joe, Florida 32457.

All critical infrastructure and its components shall be protected against the 500-year flood event by implementing specific activities or by locating them outside the SFHA and shall be protected against wind damage. The bypass pumps shall be stored at a location protected against a 500-year flood event or located outside the SFHA and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

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

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.

- 4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
- 5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
- 6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet or exceed the wind and impact standards of the current local codes.

D) Environmental:

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions. Consultation with the Floodplain manager is required to ensure the project is in compliance with local floodplain ordinances/regulations.
- 5) The control panels and electrical components are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. The Sub-Recipient must submit documentation to the State and FEMA documenting compliance with this condition.
- 6) The pumps are supporting a critical action and when deployed must be protected to the 500-year (0.2% annual chance) flood elevation. When not in use they must be stored in an un-shaded X zone or must be protected to the 500 year (0.2% annual chance) flood elevation if placed in a Special Flood Hazard Area (SFHA) or shaded X zone. The Sub-Recipient must submit documentation to the State and FEMA documenting compliance with this condition.
- 7) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.

E) Programmatic:

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the impact to the budget.

- 2) The Sub-Recipient must notify the Division 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 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) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.
- 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.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished, and documentation submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
- 8) 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.
- 9) Special Conditions required on implementation of project:

- a) **EO 11988 CONDITION:** The control panels and electrical components are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. The Sub-Recipient must submit documentation to the State and FEMA documenting compliance with this condition.

Source of condition: Executive Order 11988 – Floodplains Monitoring Required: No

- b) **EO 11988 CONDITION:** The pumps are supporting a critical action and when deployed must be protected to the 500-year (0.2% annual chance) flood elevation. When not in use they must be stored in an un-shaded X zone or must be protected to the 500-year (0.2% annual chance) flood elevation if placed in a Special Flood Hazard Area (SFHA) or shaded X zone. The Sub-Recipient must submit documentation to the State and FEMA documenting compliance with this condition.

Source of condition: Executive Order 11988 – Floodplains **Monitoring Required:** No

- 10) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.
- 11) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.
 - a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.
 - b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

- c) SRMC cannot exceed 5% of the total project costs awarded.
- d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
- e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.
- f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4399-162-R**. It is funded under HMGP, FEMA-4399-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4399.

FEMA awarded this project on December 13, 2022; with a Pre-Award date of August 1, 2021; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **September 27, 2024**.

F) FINANCIAL CONSEQUENCES:

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

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

SCHEDULE OF WORK

State Contracting:	2 Months
Construction Plan/Technical Specifications:	2 Months
Bidding / Local Procurement:	2 Months
Permitting:	2 Months
Construction / Installation:	10 Months
Local Inspections / Compliance:	1 Month
State Final Inspection / Compliance:	1 Month
Closeout Compliance:	1 Month
Total Period of Performance:	21 Months

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$259,220.00	\$194,415.00	\$64,805.00
Labor:	\$330,000.00	\$247,500.00	\$82,500.00
Fees:	\$250.00	\$187.50	\$62.50
**Pre-Award:	\$40,000.00	\$30,000.00	\$10,000.00
Initial Agreement Amount:	\$629,470.00	\$472,102.50	\$157,367.50
***Contingency Funds:	\$31,473.00	\$23,604.75	\$7,868.25
Project Total:	\$660,943.00	\$495,707.25	\$165,235.75
****SRMC			
SRMC:	\$10,471.60	\$10,471.60	
SRMC Total:	\$10,471.60	\$10,471.60	

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

This project has a Pre-Award, approved by FEMA in the amount of \$40,000.00 project costs with a start date of **August 1, 2021.

*** **This project has an estimated \$31,473.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of \$0.00.

**** **Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$10,471.60 in Federal funding.** Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal Share:	\$495,707.25	(75.00%)
Non-Federal Share:	\$165,235.75	(25.00%)
Total Project Cost:	\$660,943.00	(100.00%)
<hr/>		
SRMC (100% Federal)	\$10,471.60	

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 C.F.R. 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 C.F.R. §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" (2 C.F.R. § 200.308);
- (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 (60) 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 C.F.R. 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 C.F.R., 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 qualified 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. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 5 U.S.C. 7323 (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. 50, 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.shtml

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., 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 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) 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 C.F.R., 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), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.
- (4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), 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 fifteen (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 be 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 applicable provisions of the following laws and policies prohibiting discrimination:
- i. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
 - ii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
 - iii. Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
 - iv. Age Discrimination Act of 1975, which prohibits discrimination based on age.
 - v. U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
- (n) 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;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) 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;
- (q) 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;
- (r) 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;
- (s) 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;
- (t) 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;

- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;
- (v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388
- (w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- (z) 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;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) 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-27, regarding the protection of underground water sources;
- (dd) 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;
- (ee) 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;
- (ff) 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);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- (jj) 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. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

**REQUEST FOR ADVANCE OR REIMBURSEMENT
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: City of Port St. Joe

REMIT ADDRESS: 305 Cecil G Costin Sr. Blvd.

CITY: Port St. Joe STATE: FL ZIP CODE: 32456

PROJECT TYPE: Utility Mitigation PROJECT #: 4399-162-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0937

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

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

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
 Total of Previous SRMC to Date: _____ (SRMC Federal)
 Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Local Non-Federal 25%	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 \$ _____	
APPROVED SRMC TOTAL: \$ _____	_____ DIVISION DIRECTOR
APPROVED FOR PAYMENT \$ _____	_____ DATE

**Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: City of Port St. Joe PAYMENT #: _____
 PROJECT TYPE: Utility Mitigation PROJECT #: 4399-162-R
 PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0937

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
<i>This payment represents</i> <u> </u> % <i>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 E
JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT: CITY OF PORT ST. JOE

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

<p><input type="checkbox"/> ADVANCE REQUESTED</p> <p>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.</p>
--

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 ninety (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
<p><u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)</p>	
<p><u>For example</u> PROGRAM EXPENSES</p>	
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
QUARTERLY REPORT FORM**

Instructions: Complete and submit this form to State Project Manager within 15-days after each quarter:

SUB-RECIPIENT: City of Port St. Joe PROJECT #: 4399-162-R
 PROJECT TYPE: Utility Mitigation CONTRACT #: H0937
 PROGRAM: Hazard Mitigation Grant Program QUARTER ENDING: _____

Advance Payment Information:

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

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): \$ _____

Target Dates (State Agreement):

Contract Execution Date: _____ Contract Expiration Date: _____
 Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule?** Yes No (If No, Describe under **Issues** below)

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

<u>Milestone</u>	<u>Dates</u> (estimated)
<u>State Contracting</u>	
<u>Closeout Compliance</u>	
<u>Estimated Project Completion Date:</u>	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: Cost Unchanged Under Budget Over Budget

Cost / Financial Comments:

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: No Action Required, OR

Action Required: _____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: _____%
 Date Reviewed: _____ Reviewer: _____ Project Manager

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 200.327).

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

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

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

City of Port St. Joe _____
Sub-Recipient's Name

H0937 _____
DEM Contract Number

4399-162-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 #: 4399-162-R
FUNDING AGENCY: Federal Emergency Management Agency
AWARD AMOUNT: \$ 482,574.10
OBLIGATION/ACTION DATE: December 13, 2022
SUBAWARD DATE (if applicable): _____
UEID/SAM#: K4GBKCRKM3B5

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from <https://sam.gov/content/entity-registration>The process to request a UEID/SAM 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 UEID/SAM# (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 utility mitigation action to protect eleven (11) lift stations located in Port St. Joe, Florida 32456 and to protect the Washington Gym Facility, located at 401 Peters Street, Port St. Joe, Florida 32457.

The proposed scope of work shall include the elevation of control panels onto aluminum platforms above the flood plain, including extending all power and control wiring, at the eleven (11) existing sewer lift stations listed in the table below. The proposed mitigation shall reduce flood risk to the lift stations. The City shall also purchase three (3) portable 2,290 GPM diesel pumps, or the adequate size determined by the vendor and/or an engineer during the bid process to appropriately support the lift stations identified in the table below. The provision of the pumps shall allow the City to maintain the lift stations listed below operational during future power outages.

Additionally, the Sub-Recipient proposes to purchase and install a switch gear for the emergency generator at the Washington Gym Facility which serves as a distribution center in an event of a natural disaster. The provision of the switch gear shall ensure that the existing generator can power the facility during a power outage in future storm events.

All critical infrastructure and its components shall be protected against the 500-year flood event by implementing specific activities or by locating them outside the Special Flood Hazard Area (SFHA) and shall be protected against wind damage. The bypass pumps shall be stored at a location protected against a 500-year flood event or located outside the SFHA and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

ID#	Name/Station	Coordinates
1)	Barrier Dunes	(29.749565, - 85.398078)
2)	Ovation Master	(29.737395, - 85.393281)
3)	Ovation Bayside	(29.737337, - 85.390382)
4)	Jubilation Master	(29.681986, - 85.333461)

5)	Villa Del Sol	(29.684260, - 85.319160)
6)	Shallow Reed	(29.739526, - 85.296922)
7)	Marnie Island	(29.687831, - 85.309000)
8)	Marina Drive	(29.815724, - 85.309274)
9)	Windmark Beachside	(29.849202, - 85.334419)
10)	St. Joe Beach LS #1	(29.902425, - 85.364209)
11)	St. Joe Beach LS #2	(29.896491, - 85.359329)

Name/Station	Location	Coordinates
Washington Gym Facility	401 Peters Street, Port St. Joe Florida, 32457	(29.820684, - 85.297511)

Storage Location:

Name/Station	Location	Coordinates
City of Port St. Joe Public Works Bldg	1002 10th St, Port St. Joe, FL 32456	(29.809347, -85.287184)

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:

- 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 C.F.R. 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 C.F.R. 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 following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:¹

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity
Contracts Under Federal Awards**

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

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

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

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. 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 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

¹ For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

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 C.F.R. 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 C.F.R. § 401.2 (a) and the recipient or Sub-recipient 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 Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 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 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. 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.

(I) 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 other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available* at https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

- This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Sub-Recipient/subcontractor's Authorized Official

Name and Title of Sub-Recipient/subcontractor's Authorized Official

Date

**FLORIDA BEAUTIFICATION GRANT,
LANDSCAPE CONSTRUCTION, AND MAINTENANCE
MEMORANDUM OF AGREEMENT**

Contract : G2G54

This Grant, Landscape Construction, and Maintenance Memorandum of Agreement (“**AGREEMENT**”), is made and entered into this ___ day of _____, 2023, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (“**DEPARTMENT**”), and THE CITY OF PORT ST. JOE, a political subdivision of the State of Florida, existing under the Laws of Florida (“**AGENCY**”). The **DEPARTMENT** and the **AGENCY** are sometimes referred to in this **AGREEMENT** as a “Party” and collectively as the “Parties.”

WITNESSETH

WHEREAS, the **DEPARTMENT** is authorized under Sections 334.044 and 339.2405, Florida Statutes, to enter into this **AGREEMENT**.

WHEREAS, the **DEPARTMENT** has jurisdiction over and maintains State Road 30 (US98) Beautification from West of 4th Street to East of 3rd Street as part of the State Highway System; and

WHEREAS, the **AGENCY** seeks to install and maintain certain landscaping within the unpaved areas within the right of way of State Road 30 (Garden Street) from A Street to C Street under Financial Project Number 452450-1-74-01 (“PROJECT”); and

WHEREAS, the **DEPARTMENT** agrees that landscaping should be installed and maintained as proposed by **AGENCY** and has, through the Florida Beautification Grant Application process, awarded **AGENCY** a beautification grant for installing such landscaping; and

WHEREAS, the Parties hereto mutually recognize the need for entering into an **AGREEMENT** designating and setting forth the responsibilities of each Party; and

WHEREAS, **AGENCY**, by Resolution dated August 16th, 2022, and attached hereto as Exhibit “A,” has accepted said grant and authorized its officers to execute this **AGREEMENT** on its behalf.

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Parties covenant and agree as follows:

1. The **AGENCY** hereby agrees to install or cause to be installed landscaping on the highway facility as specified in the Landscape Plan(s) included as Exhibit “B.” Such installation shall be pursuant to Rule 14-40.003, Florida Administrative Code, as it may be amended from time to time. The **AGENCY** shall not change or deviate from said plan(s) without written approval of the **DEPARTMENT**.
2. The **AGENCY** agrees to maintain the landscaping within the median and areas outside the travel way within the right of way pursuant to the Landscape Maintenance Plan(s) included as Exhibit “C”, and Rule 14-40.003, Florida Administrative Code, as it may be amended from time to time. The above named functions to be performed by the **AGENCY**, shall be subject to periodic inspections by the **DEPARTMENT**. The **AGENCY** shall not change or deviate from said plan(s) without written approval of the **DEPARTMENT**.
3. All landscape installation and maintenance activities undertaken by **AGENCY** shall be pursuant to the Work Zone Traffic Control Plan(s) included as Exhibit “D”, and Rule 14-40.003, Florida Administrative Code, as well as all other applicable laws (federal, state and local statutes, rules and regulations, ordinances, zoning, and permitting requirements). The **AGENCY** shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the Landscape Plans. All utility conflicts shall be fully

resolved directly with the applicable utility. Section 337.403, Florida Statutes, shall determine whether the utility bears the costs of utility work. The **AGENCY** shall bear the costs of utility work not required to be borne by the utility by Section 337.403, Florida Statutes. Prior to commencing any field activity on the **PROJECT**, the **AGENCY** shall notify all utilities of its work schedule enabling facilities to be field located and marked to avoid damage. The **AGENCY** shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the **PROJECT** in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, Section 102. The **AGENCY** is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department's Design Standards, Index 600 series. Any MOT plan developed by the **AGENCY** that deviates from the Department's Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the **DEPARTMENT** prior to implementation. The **AGENCY** shall have a Worksite Traffic Supervisor certified in Advanced Maintenance of Traffic to supervise set-up and operation of MOT devices at the site of the construction or maintenance activity. Prior to proceeding with construction, the **AGENCY** shall provide the **DEPARTMENT** with the Worksite Traffic Supervisor's certification.

4. The **AGENCY** is responsible for obtaining all permits that may be required by any federal, state, or local agency.
5. Prior to commencing the **PROJECT**, the **AGENCY** shall request a Notice to Proceed from the **DEPARTMENT** by emailing: Ms. Kristi Patterson, at Kristi.patterson@dot.state.fl.us, or from an appointed designee.
6. The **AGENCY** is authorized, subject to the conditions in this **AGREEMENT**, to enter the **DEPARTMENT'S** right-of-way to construct and maintain the **PROJECT**. The Parties agree that this **AGREEMENT** creates a permissive use only. Neither the granting of permission to use the **DEPARTMENT'S** right-of-way nor the placing of facilities upon the **DEPARTMENT'S** right-of-way shall operate to create or vest any property right in or to the **AGENCY**. The **AGENCY** shall not acquire any right, title, interest, or estate in the **DEPARTMENT'S** right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this **AGREEMENT**, including, but not limited to, the **AGENCY'S** use, occupancy or possession of the **DEPARTMENT'S** right-of-way.
7. The **DEPARTMENT** shall have the right, but not the obligation, to perform independent assurance testing during the course of construction and throughout the maintenance term of the **PROJECT**. If the **DEPARTMENT** determines that a condition exists which threatens the public's safety, or interferes with the **DEPARTMENT'S** operation of the roadway, the **DEPARTMENT** may, at its discretion, cause the **PROJECT** to cease and/or immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the **AGENCY**.
8. The **AGENCY** shall notify the **DEPARTMENT** a minimum of forty eight (48) hours before beginning the **PROJECT** within the **DEPARTMENT'S** right-of-way. The **AGENCY** shall notify the **DEPARTMENT** should construction be suspended for more than five (5) working days.
9. Upon completion of construction, the **AGENCY** and its contractors shall remove their presence, including, but not limited to, all of the **AGENCY** or its contractor's / subcontractor's / consultant's / subconsultant's property, machinery, and equipment from the **DEPARTMENT'S** right-of-way and shall restore those portions of the **DEPARTMENT'S** right-of-way disturbed or otherwise altered by the **PROJECT** to substantially the same condition that existed immediately prior to the commencement of the **PROJECT**, at the **AGENCY'S** sole cost and expense. The **AGENCY** shall notify the **DEPARTMENT** in writing that construction is complete. For all design work that originally required certification by a Professional Engineer or Landscape Architect, the notification shall contain a Responsible Professional's Certification of Compliance, signed and sealed by the Responsible Professional for the **PROJECT**. If the **DEPARTMENT** determines that the construction is completed in accordance with the provisions of this **AGREEMENT**, the

DEPARTMENT should issue a letter of final completion of construction to the **AGENCY** noting that it has fully met with the terms and conditions of this **AGREEMENT**.

10. If at any time after the **AGENCY** has assumed the landscaping installation or maintenance responsibility above-mentioned, it shall come to the attention of the **DEPARTMENT** that the limits or a part thereof is not properly installed or maintained pursuant to the terms of this **AGREEMENT**, the District Secretary or his designee may issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the **AGENCY** to place said **AGENCY** on notice thereof. Thereafter the **AGENCY** shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the **DEPARTMENT** may at its option, proceed as follows:
 - a. If installation is not completed pursuant to the terms of this **AGREEMENT**, the **DEPARTMENT** may complete the installation, with **DEPARTMENT** or Contractor's personnel, and deduct the reasonable cost thereof from the money otherwise due the **AGENCY** under this **AGREEMENT**.
 - b. If installation has been properly completed or if the **DEPARTMENT** elects not to complete the landscaping under (a) above, and maintenance by **AGENCY** is not in compliance with the terms of this **AGREEMENT**, the **DEPARTMENT** may take action to maintain the landscaping or a part thereof, with **DEPARTMENT** or Contractor's personnel and invoice the **AGENCY** for expenses incurred, or
 - c. The **DEPARTMENT** may terminate the **AGREEMENT**, in which case the **AGENCY** shall at its own expense and within sixty (60) days after written notice by the **DEPARTMENT**, remove all of the landscaping that the **DEPARTMENT** directs be removed and return the right-of-way to its original condition. The **AGENCY** will own such materials as it removes and the **DEPARTMENT** shall own any materials remaining. The **DEPARTMENT** may, in its discretion, remove, relocate or adjust the landscaping materials, with the **AGENCY** being responsible for the cost of any removal.

Upon **DEPARTMENT** action under one of the above options and upon direction of the **DEPARTMENT**, **AGENCY** shall cease installation and maintenance activities under this **AGREEMENT**.

11. It is understood between the Parties hereto that the landscaping covered by this **AGREEMENT** may be removed, relocated or adjusted by the **DEPARTMENT** at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the state road be widened, altered or otherwise changed to meet with future criteria or planning of the **DEPARTMENT**. The **AGENCY** shall be given sixty (60) calendar days' notice to remove said landscaping after which time the **DEPARTMENT** may remove the same.
12. **AGENCY** may utilize its employees or third parties to accomplish its obligations under paragraphs 1-9; however, **AGENCY** remains responsible for proper performance under this **AGREEMENT** and shall take all steps necessary to ensure that its employees or third parties perform as required under this **AGREEMENT**.
13. The **DEPARTMENT** hereby agrees that, upon satisfaction of the conditions of paragraphs 14 and 15 of this **AGREEMENT**, the **DEPARTMENT** will pay the **AGENCY** the amount of **NINETY-ONE THOUSAND ONE HUNDRED AND SIX DOLLARS AND 00/100 CENTS (\$91,106.00)** as a grant pursuant to Section 339.2405(4), Florida Statutes. For purposes of this provision, the cost of such installation may only include costs which are allowed by Section 339.2405(4), Florida Statutes.
14. Payment shall be made to the **AGENCY** by the **DEPARTMENT** under the following conditions.
 - a. This **AGREEMENT** has not been terminated.

- b. Written certification of the completion of the installation and acceptance by the **AGENCY** is provided to the **DEPARTMENT**.
- c. The Beautification Grant Coordinator has inspected and issued written approval of the work or has issued a written waiver of its inspection rights pursuant to this **AGREEMENT**.
- d. A **DEPARTMENT** Landscape Architect has inspected the work and has issued a written determination that the **AGENCY** has completed the installation of the landscaping pursuant to the terms of this **AGREEMENT**. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, F.S. If the **DEPARTMENT** determines that the performance of the **AGENCY** is unsatisfactory, the **DEPARTMENT** shall notify the **AGENCY** of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the **DEPARTMENT**. The **AGENCY** shall, within five days after notice from the **DEPARTMENT**, provide the **DEPARTMENT** with a corrective action plan describing how the **AGENCY** will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract noncompliance. If the corrective action plan is unacceptable to the **DEPARTMENT**, the **AGENCY** shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the current billing period. The retainage shall be withheld until the **AGENCY** resolves the deficiency. If the deficiency is subsequently resolved, the **AGENCY** may bill the **DEPARTMENT** for the retained amount during the next billing period. If the **AGENCY** is unable to resolve the deficiency, the funds retained will be forfeited at the end of the **AGREEMENT'S** term.

15. Payment under paragraph 13 of this **AGREEMENT** is also subject to the following conditions.

- a. Proof of receipt and approval of goods and services must be available upon request by the **DEPARTMENT** or the State Comptroller pursuant to Section 215.42, Florida Statutes.
- b. Invoices shall be submitted by the **AGENCY** in detail sufficient for a proper pre audit and post audit based on quantifiable, measurable and verifiable units of deliverables as established in Exhibit "E", which is the Scope of Services.

Vendor's Rights. The **AGENCY** providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt of a complete and accurate invoice, the **DEPARTMENT** has twenty (20) days to inspect and approve or reject the goods and services. The **DEPARTMENT** has 20 days to deliver a request for payment (voucher) to the Department of Financial Services ("DFS"). The 20 days are measured from the latter of the date the invoice is received or the goods and services are received, inspected, and approved.

If a payment is not available within forty (40) days after receipt of a complete and accurate invoice, a separate interest penalty at a rate established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the **AGENCY**. Interest penalties of less than one (1) dollar will not be enforced unless the **AGENCY** requests payment. Invoices that have to be returned to the **AGENCY** because of **AGENCY** preparation errors will result in delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **DEPARTMENT**.

A Vendor Ombudsman has been established within DFS. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850)413-5516.

- c. Records of costs incurred under terms of this **AGREEMENT** shall be maintained and made available upon request to the **DEPARTMENT** at all times during the period of this **AGREEMENT** and for five (5) years after final payment for the work pursuant to this **AGREEMENT** is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred shall include the **AGENCY'S** general accounting records and **PROJECT** records, together with supporting documents and records of the **AGENCY** and all subcontractors performing work on the **PROJECT**, and all other records of the **AGENCY** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of **PROJECT** costs.
16. The **AGENCY** agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants who perform work in connection with this **AGREEMENT**:
- The contractor / subcontractor / consultant / subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor / subcontractor / consultant / subconsultant, its officers, agents or employees.
17. The **AGENCY** shall carry or cause its contractor/subcontractor/consultant/subconsultant to carry and keep in force during the period of this **AGREEMENT** a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$1,000,000 per person and \$5,000,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this **AGREEMENT**. Additionally, the **AGENCY** or its contractor/subcontractor/consultant/subconsultant shall cause the **DEPARTMENT** to be an additional insured party on the policy or policies, and shall provide the **DEPARTMENT** with certificates documenting that the required insurance coverage is in place and effective. In addition to any other forms of insurance or bonds required under the terms of the **AGREEMENT**, when it includes construction within the limits of a railroad right-of-way, the **AGENCY** must provide or cause its contractor to obtain the appropriate rail permits and provide insurance coverage in accordance with Article 7-13 of the latest edition of the Department's Standard Specifications for Road and Bridge Construction.
18. The **AGENCY** shall also carry or cause its contractor/subcontractor/consultant/subconsultant to carry and keep in force Worker's Compensation insurance as required by the State of Florida under the Worker's Compensation Law.
19. When the **DEPARTMENT** receives a notice of claim for damages that may have been caused by the **AGENCY** in the performance of services pursuant to this **AGREEMENT**, the **DEPARTMENT** will immediately forward the claim to **AGENCY**, and the **DEPARTMENT** will evaluate the claim and report their findings to each other within seven working days and will jointly discuss options in defending the claim. After reviewing the claim, the **DEPARTMENT** will determine whether to require the participation of the **AGENCY** in the defense of the claim or to require that the **AGENCY** defend the **DEPARTMENT** in such claim pursuant to this section. The **DEPARTMENT**'s failure to notify the **AGENCY** of a claim shall not release the **AGENCY** from any of the requirements of this section. The **DEPARTMENT** and the **AGENCY** will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one Party participates in the defense of the claim at trial, that Party is responsible for all costs, but if the verdict determines that there is joint responsibility, the costs and liability for damages will be shared in the same percentage as that judicially established.

20. This **AGREEMENT** is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any and all litigation arising under this **AGREEMENT** shall be brought in a state court of appropriate jurisdiction in Leon County, Florida, applying Florida law.
21. If any term or provision of the **AGREEMENT** is found to be illegal or unenforceable, the remainder of the **AGREEMENT** will remain in full force and effect and such term or provision will be deemed stricken.
22. The **AGENCY** shall maintain and allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **AGENCY** in conjunction with this **AGREEMENT**. Failure by the **AGENCY** to grant such public access shall be grounds for immediate unilateral cancellation of this **AGREEMENT** by the **DEPARTMENT**.
23. The **AGENCY** and the **DEPARTMENT** agree that the **AGENCY**, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the **DEPARTMENT** as a result of this **AGREEMENT**.
24. The **AGENCY** shall not cause any liens or encumbrances to attach to any portion of the **DEPARTMENT'S** right-of-way.
25. The **AGENCY** affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid 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 any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The **AGENCY** agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this **AGREEMENT** may result in the termination of this **AGREEMENT**.
26. The **DEPARTMENT** will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this **AGREEMENT**.
27. The **AGENCY** will not discriminate against any employee employed in the performance of this **AGREEMENT**, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The **AGENCY** shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The **AGENCY** shall insert similar provisions in all contracts and subcontracts for services by this **AGREEMENT**.
28. The **AGENCY** affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed 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 any public entity, and may

not transact business with any public entity. The **AGENCY** further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this **AGREEMENT** may result in the termination of this **AGREEMENT**.

29. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year.

30. The **DEPARTMENT** and the **AGENCY** acknowledge and agree to the following:
- a. The **AGENCY** shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **AGENCY** during the term of this **AGREEMENT**; and
 - b. The **AGENCY** shall expressly require any contractors and subcontractors performing work or providing services pursuant to this **AGREEMENT** to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this **AGREEMENT**.
31. The Parties agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligations to comply with Section 20.055(5), Florida Statutes.
32. Each Party shall bear its own attorney's fees and costs.
33. There shall be no reimbursement for travel expenses under this **AGREEMENT**.
34. No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this **AGREEMENT**, will impair any such right, power or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.
35. The **AGENCY** may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this **AGREEMENT** without the prior written consent of the **DEPARTMENT**. Any assignment, sublicense, or transfer occurring without the required prior written approval of the **DEPARTMENT**

will be null and void. The **DEPARTMENT** will at all times be entitled to assign or transfer its rights, duties, or obligations under this **AGREEMENT** to another governmental agency in the State of Florida, upon giving prior written notice to the **AGENCY**. In the event that the **DEPARTMENT** approves transfer of the **AGENCY'S** obligations, the **AGENCY** remains responsible for all work performed and all expenses incurred in connection with this **AGREEMENT**.

36. This **AGREEMENT** is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this **AGREEMENT** is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this **AGREEMENT**.
37. No term or provision of this **AGREEMENT** shall be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision.
38. This **AGREEMENT**, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this **AGREEMENT**. This **AGREEMENT** supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the **AGENCY** and the authorized officer of the **DEPARTMENT** or his/her delegate.
39. The term of this **AGREEMENT** shall commence upon full execution of this **AGREEMENT** by both Parties and shall remain in full force and effect through the earlier of completion of services required or through **June 30, 2024**, unless terminated at an earlier date as provided in this **AGREEMENT**. The term of this **AGREEMENT** may be extended by mutual written agreement of the Parties for up to one five (5) year term.
40. The administration of resources awarded through the **DEPARTMENT** to the **AGENCY** by this **AGREEMENT** may be subject to audits and/or monitoring by the **DEPARTMENT**. The following requirements do not limit the authority of the **DEPARTMENT** to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The **AGENCY** shall comply with all audit and audit reporting requirements as specified below.
 - a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the **AGENCY'S** use of state financial assistance may include but not be limited to on-site visits by **DEPARTMENT** staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the **DEPARTMENT** by this **AGREEMENT**. By entering into this **AGREEMENT**, the **AGENCY** agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the **DEPARTMENT**. The **AGENCY** further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the **DEPARTMENT**, the Department of Financial Services (DFS) or the Auditor General.
 - b. The **AGENCY**, a nonstate entity as defined by Section 215.97(2)(r), Florida Statutes, as a recipient of state financial assistance awarded by the **DEPARTMENT** through this **AGREEMENT** is subject to the following requirements:

- i. In the event the **AGENCY** meets the audit threshold requirements established by Section 215.97, Florida Statutes, the **AGENCY** must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "F"** to this **AGREEMENT** indicates state financial assistance awarded through the **DEPARTMENT** by this **AGREEMENT** needed by the **AGENCY** to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the **DEPARTMENT** by this **AGREEMENT**, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- ii. In connection with the audit requirements, the **AGENCY** shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the **AGENCY** does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the **AGENCY** is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the **AGENCY** must provide a single audit exemption statement to the **DEPARTMENT** at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the **AGENCY'S** audit period for each applicable audit year. In the event the **AGENCY** does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the **AGENCY'S** resources (i.e., the cost of such an audit must be paid from the **AGENCY'S** resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this **AGREEMENT** shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

and

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the **DEPARTMENT** shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental

- entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The **AGENCY**, when submitting financial reporting packages to the **DEPARTMENT** for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the **AGENCY** in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the **DEPARTMENT** will review the **AGENCY'S** financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the **DEPARTMENT** by this **AGREEMENT**. If the **AGENCY** fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the **DEPARTMENT** may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the **AGENCY** shall permit the **DEPARTMENT**, or its designee, DFS or the Auditor General access to the **AGENCY'S** records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The **AGENCY** shall retain sufficient records demonstrating its compliance with the terms of this **AGREEMENT** for a period of five years from the date the audit report is issued and shall allow the **DEPARTMENT**, or its designee, DFS or the Auditor General access to such records upon request. The **AGENCY** shall ensure that the audit working papers are made available to the **DEPARTMENT**, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the **DEPARTMENT**.

The remainder of this page intentionally left blank

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed the day and year first above written.

**CITY OF PORT ST. JOE
(AGENCY)**

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
Chairman

By: _____
District Secretary

Attest: _____ **(SEAL)**
Clerk/Director

Attest: _____ **(SEAL)**
Executive Secretary

Legal Approval

Legal Approval

Catalog of State Financial Assistance (CSFA) Number - 55003
CSFA Title - Florida Highway Beautification Council
Object Code - 750003
Category - 088850

**Exhibit A
Resolution**

RESOLUTION NO. 2022-09

FDOT DISTRICT THREE BEAUTIFICATION GRANT PROGRAM

A RESOLUTION OF THE PORT ST. JOE BOARD OF CITY COMMISSIONERS OF THE CITY OF PORT ST. JOE, FLORIDA AUTHORIZING THE CITY STAFF TO APPLY FOR AND ACCEPT A BEAUTIFICATION GRANT, AND ENTER INTO A BEAUTIFICATION GRANT, LANDSCAPE CONSTRUCTION, AND MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION

WHEREAS, many roadside areas and median strips within Department of Transportation rights of way must be maintained and attractively landscaped; and

WHEREAS, the PORT ST. JOE BOARD OF CITY COMMISSIONERS of the CITY OF PORT ST. JOE, FLORIDA beautify and improve various rights of way by landscaping within the CITY OF PORT ST. JOE, FLORIDA; and

WHEREAS, the PORT ST. JOE BOARD OF CITY COMMISSIONERS of the CITY OF PORT ST. JOE, FLORIDA wish to authorize the CITY STAFF to apply for a Beautification Grant from the Florida Department of Transportation, and if awarded, to accept the grant, and enter into a Beautification Grant, Landscape Construction, and Maintenance Memorandum of Agreement between the CITY OF PORT ST. JOE, FLORIDA and the Florida Department of Transportation.

NOW THEREFORE, BE IT RESOLVED by the PORT ST. JOE BOARD OF CITY COMMISSIONERS of the CITY OF PORT ST. JOE, FLORIDA:

Section 1. The PORT ST. JOE BOARD OF CITY COMMISSIONERS of the CITY OF PORT ST. JOE, FLORIDA hereby authorize the CITY STAFF to apply for a Beautification Grant from the Florida Department of Transportation, and if awarded, to accept the grant, and enter into a Beautification Grant, Landscape Construction, and Maintenance Memorandum of Agreement between the CITY OF PORT ST. JOE, FLORIDA and the Florida Department of Transportation.

Section 2. The City Clerk of the CITY OF PORT ST. JOE, FLORIDA is hereby directed to send copies of this Resolution to the Department of Transportation and all other persons as directed by the PORT ST. JOE BOARD OF CITY COMMISSIONERS.

APPROVED AND ADOPTED by the PORT ST. JOE BOARD OF CITY COMMISSIONERS of the CITY OF PORT ST. JOE, FLORIDA at regular meeting assembled this 16th day of AUGUST, 2022.

ATTEST:

Charlotte M. Pierce
for Charlotte Pierce
CHARLOTTE M. PIERCE, CITY CLERK

Rex Buzzetti
REX BUZZETTI, MAYOR

APPROVED AS TO FORM:

Clinton T. McCahill
CLINTON T. MCCAHILL,
CITY ATTORNEY

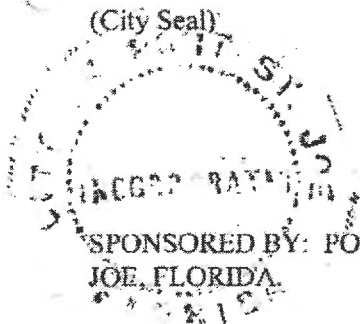


Exhibit B
Landscape Concept/ Plans

FLDOT Illustrative Proposal for the Beautification Grant for the City of Port St. Joe, Florida

Port St. Joe is named the Constitutional City as it hosted the signing of Florida's first Constitution. Through more than 70 years of storms, the rise and fall of industries, the advent of tourism, and the growth of our residential community, the City of Port St. Joe has strived to meet the challenges and to usher in a better future for our community. We are still recovering from the destruction left by Hurricane Michael, with store fronts left standing and lots empty in our Historical Downtown area. Our plan is to beautify Highway 98 along that district to attract visitors and residents to come in from the highway, park and shop in our retail stores and sit down in our reconstructed and improved restaurants. We are in need of this economic development, so when visitors and residents drive by they want to stop, shop and eat in our historical district. Please refer to Photo Group A- this group of photos shows the view seen from the highway, not at all enticing. Several photos showing the existing conditions left by Hurricane Michael are shown.

The route along Highway 98 has been neglected since Michael and it needs substantial work to allow it to draw people in. We plan to beautify the entire corridor along Highway 98 from 71 to 1st Street and part of 71, but do so in stages. For this grant we are focusing only on the section of 98 primarily on Fourth Street and in some areas to Second Street. This is our main entry point with the famous arch of Port St. Joe. We don't want to bite off more than we can chew. We would prefer to learn along the way and complete all cross streets over the next 2-3 years. Hopefully the FDOT will be our partner in this.

In all cases, we plan to amend the soil, add nutrients, plant trees and shrubs and replace or add new irrigation. We will use plant material and trees that will thrive in their locations and survive the heat of the summer, add soil and nutrients and use natives where it makes sense. Please refer to Photo Group B - Proposed Landscape Materials. Where needed, we will also replace materials to ensure proper operation & coverage of the irrigation system.

Photo Group C shows the Arch area with a little park on the right, and next to it is a close up of that park area showing where the ground has subsided due to Michael (again) and collects water, so nothing can grow. We plan to remove the vegetation and trees, fill the area with new soil and nutrients, replace add irrigation and landscape it significantly to have a more inviting appearance. We will plant the island beds along Hwy 98 & the perimeter of the parking lot with trees and shrubs. This is our gateway for the city, so it is important to start here.



Project Location

Port St. Joe, Gulf County, Florida

97

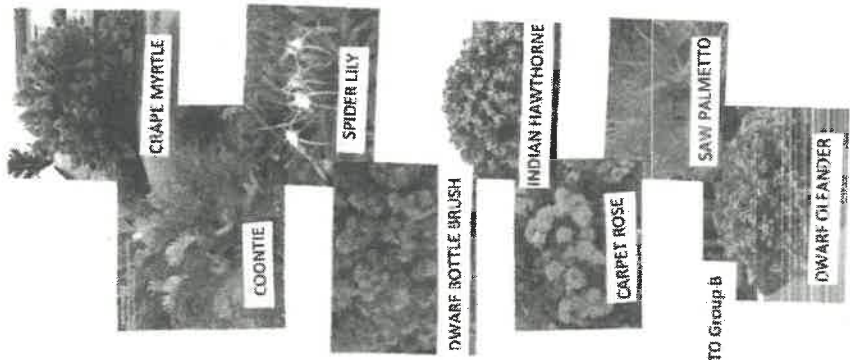


PHOTO Group B

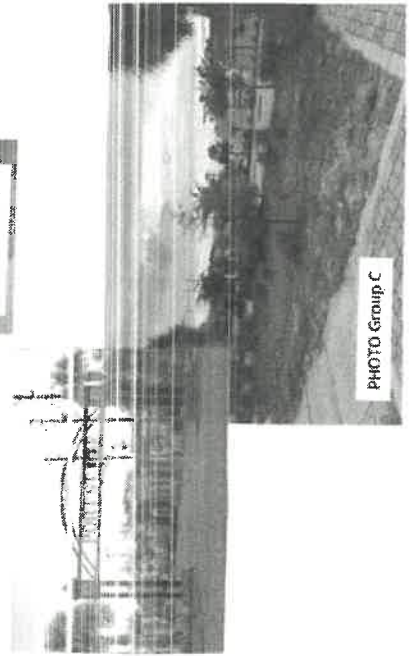


PHOTO Group C

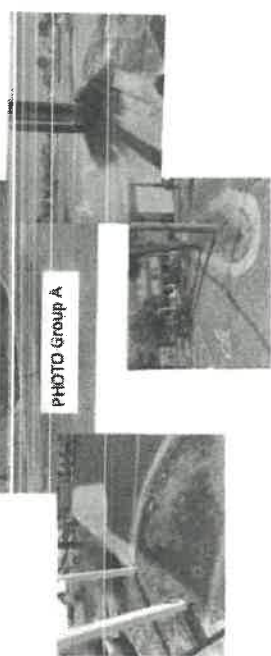


PHOTO Group A

Exhibit C
Landscape Maintenance/ Continuing Maintenance

**BEAUTIFICATION GRANT FOR SR 30 (US 98) FROM W OF 4TH STREET TO E OF 3RD
STREET**

FPID: 452450-1-74-01

CONTRACT: G2G54

**CITY OF PORT ST JOE
MAINTENANCE OF THE PROJECT**

Maintenance of the project shall be conducted as follows:

- **Year 1:** Improved landscape shall be maintained for a period of one (1) year from Project completion by the contractor.
- **Year 2 and Forward:** Improved landscape shall be maintenance by the City of Port St Joe

Maintenance shall include regular watering, mowing, weed control, fertilization, pruning and trimming, and mulch, as appropriate.

Exhibit D
Work Zone Traffic Control

100

TABLE 1 CHANNELIZING DEVICE SPACING				
Work Zone Speed (mph)	Maximum Spacing (feet)			
	Cones or Temporary Tubular Markers		Type I Barricades, Type II Barricades, Vertical Panels, or Drums	
	Taper	Tangent	Taper	Tangent
≤ 45	25	50	25	50
≥ 50	25	50	50	100

TABLE 2 TAPER LENGTH																
Work Zone Speed (mph)										Minimum Length (Feet)						
≤ 40										$L = (WS^2)/60$						
≥ 45										$L = WS$						
Example "L" Values																
S (mph)	W (Width of Offset in Feet)															
	4			5			8			10			12			
	L	L/2	L/3	L	L/2	L/3	L	L/2	L/3	L	L/2	L/3	L	L/2	L/3	
25	42	21	14	52	26	17	83	42	28	104	52	35	125	63	42	
30	60	30	20	75	38	25	120	60	40	150	75	50	180	90	60	
35	82	41	27	102	51	34	163	82	54	204	102	68	245	123	82	
40	107	53	36	133	67	44	213	107	71	267	133	89	320	160	107	
45	135	68	45	225	113	75	360	180	120	450	225	150	540	270	180	
50	167	83	56	250	125	83	400	200	133	500	250	167	600	300	200	
55	202	101	67	275	138	92	440	220	147	550	275	183	660	330	220	
60	240	120	80	300	150	100	480	240	160	600	300	200	720	360	240	
65	282	141	94	325	163	108	520	260	173	650	325	217	780	390	260	
70	327	163	109	350	175	117	560	280	187	700	350	233	840	420	280	

NOTE: Unless otherwise shown: Use L for merging tapers
Use L/2 for shifting tapers
Use L/3 for shoulder tapers

TABLE 3 WORK ZONE SIGN SPACING "X"	
Road Type	Minimum Spacing (feet)
Arterials and Collectors with Work Zone Speed ≤ 40 mph	200
Arterials and Collectors with Work Zone Speed ≥ 45 mph	500
Limited Access Roadways (See Note)	1,500

NOTE:
For Limited access roadways with work zone speed ≤ 55 mph, the minimum spacing may be reduced in accordance with the MUTCD and as approved by the Engineer.

TABLE 4 BUFFER LENGTH "B"	
Work Zone Speed (mph)	Minimum Length (feet)
25	155
30	200
35	250
40	305
45	360
50	425
55	495
60	570
65	645
70	730

NOTE:
When Buffer Length "B" cannot be attained due to geometric constraints, use the greatest length possible, but not less than 155 feet.

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**TABLE 5
CLEAR ZONE WIDTHS FOR WORK ZONES**

Work Zone Speed (mph)	Travel Lanes & Multilane Ramps (feet)	Auxiliary Lanes & Single Lane Ramps (feet)
60-70	30	18
55	24	14
45-50	18	10
30-40	14	10
ALL SPEEDS CURB & GUTTER	4' BEHIND FACE OF CURB	4' BEHIND FACE OF CURB

NOTE:
For temporary conditions where existing curb has been removed but not reconstructed, curb and gutter values may be used.

**TABLE 6
MINIMUM RADII FOR NORMAL CROWN**

Work Zone Posted Speed (mph)	Minimum Radius (feet)
70	4090
65	3130
60	2400
55	1840
50	1390
45	1080
40	820
35	610
30	430

Superelevate When Smaller Radii is Used

**TABLE 7
POST AND FOUNDATION TABLE FOR WORK ZONE SIGNS**

SIGN SHAPE	SIGN SIZE (inches)	NUMBER OF STEEL U CHANNEL POSTS	Notes For Table:
Octagon	30x30	1	
Triangle	36x36x36	1	
	48x48x48	1	
	60x60x60	2	
Rectangle (W x H)	24x18	1	
	24x30	1	
	30x24	1	
	36x18	1	
	36x24	1	
	48x18	1	
	48x24	1	
	36x48	2	
	48x30	2	
	48x36	2	
	54x36	2	
Square	48x60	3	
	72x48	3	
	30x30	1	
Diamond	36x36	2	
	48x48	2	
Circle	48x48	2	
	36ø	2	

Notes For Table:

- Use 3 lb/ft posts for Clear Height up to 10' and 4 lb/ft posts for Clear Height up to 12'.
- Minimum foundation depth is 4.0' for 3 lb/ft posts and 4.5' for 4 lb/ft posts.
- For both 3 lb/ft and 4 lb/ft base or sign posts installed in rock, a minimum cumulative depth of 2' of rock layer is required.
- The soil plate as shown on the APL vendor drawing is not required for base posts or sign posts installed in existing rock (as defined in Note 3), asphalt roadway, shoulder pavement or soil under sidewalk.
- For diamond warning signs with supplement plaque (up to 5 ft² in area), use 4 lb/ft posts for up to 10 ft Clear Height (measure to the bottom of diamond warning sign).

**TABLE 8
DROP-OFF PROTECTION REQUIREMENTS**

Condition	R (ft)	D (in.)	Device Required
1	0-12	> 3	Temporary Barrier
2	> 12-CZ	> 3 to ≤ 5	Channelizing Device
3	0-CZ	> 5	Temporary Barrier
4	Removal of Bridge or Retaining Wall Barrier		Temporary Barrier
5	Removal of portions of Bridge Deck		Temporary Barrier

10/21/2022 7:17:19 AM

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Exhibit E
Scope of Services

City of Port St. Joe
SR 30 (US 98) Beautification Project
FPN: 452450-1-74-01

SCOPE OF WORK

The City of Port St. Joe is seeking to improve the appearance of Highway 98 which has been neglected since Michael and it needs substantial work to allow it to draw people in. We plan to beautify the entire corridor along Highway 98 from 71 to 1st Street and part of 71 but do so in stages. For this grant we are focusing only on the section of 98 primarily on Fourth Street and in some areas to Second Street. This is our main entry point with the famous arch of Port St. Joe.

We plan to amend the soil, add nutrients, plant trees and shrubs and replace or add new irrigation. We will use plant material and trees that will thrive in their locations and survive the heat of the summer, add soil and nutrients, and use natives where it makes sense. Where needed, we will replace electrical boxes that power the irrigation.

Project Location:

The intersection of SR 30 (US 98) from west of 4th Street. (M.P. 2.190) to (M.P. 2.348)

Length of Project: ¼ mile

*Project design and proposed plantings are subject to change pending approval by the Florida Department of Transportation.

Exhibit F
STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation
State Project Title: HIGHWAY BEAUTIFICATION GRANTS – KEEP FLORIDA BEAUTIFUL
CSFA Number: 55.003
*Award Amount: \$91,106.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.003 is provided at:
<https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.003 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

To: Kristi.Patterson@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL**

G2G54

1/18/2023

CONTRACT INFORMATION

Contract:	G2G54
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF PORT ST JOE
Vendor ID:	F590953785001
Beginning Date of This Agreement:	01/17/2023
Ending Date of This Agreement:	06/30/2024
Contract Total/Budgetary Ceiling:	ct = \$91,106.00
Description:	SR 30 (US 98) BEAUTIFICATION FROM W OF 4TH STREET TO E OF 3RD STREET

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 1/18/2023

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55034040312
Expansion Option:	AB
Object Code:	751000
Amount:	\$91,106.00
Financial Project:	45245017401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2023
Budget Entity:	55150200
Category/Category Year:	088850/23
Amendment ID:	0001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$91,106.00

/06

Jason White Construction,LLC

PO Box 385 / 43 Island Dr.
Eastpoint , Fl.32328

Phone # 850-670-3500 jen@jasonwhiteconstruction.com
Fax #

ESTIMATE

Date	Estimate#
2/14/2023	3272

Name / Address
City Of Port St Joe Attn: John Grantland

Description	Total
Asphalt Parking Area (1100sf) at Garden Foods - Williams St.	
Mobilization	500.00
Mill Prep Existing	1,000.00
2" Asphalt	3,000.00

Thank you for The Opportunity To Bid !	Total \$4,500.00
--	-------------------------

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February 15, 2023

Re: PSJ Highschool Manhole Replacement

Attn: John Grantland

Scope of work:

Set up dewatering system on a Wednesday to give the pump time to dry out the area. Friday morning, we will have a crew on site to dig down and investigate the most efficient way for removal and replacement, as well as verify all pipe sizes and types. Saturday morning we will show up first thing, clean manhole with vacuum truck (Provided by City of PSJ). Cut back on the existing pipes outside the manhole, regrade beneath pipes and set a new manhole in place of the old one. Once the manhole has been set, we will coupling back to the 3 existing pipes and tie them back into the manhole. We will then backfill the area around the manhole and regrade to match the existing ground elevation.

Lump Sum: \$22,098.43

Notes:

1. Final grade of manhole ring and cover will be match with the surrounding ground elevation
2. A layer of rock will be placed under the manhole for better support.
3. Outage request and scheduling, by others,
4. The existing manhole and other debris will be hauled off upon completion of the work.
5. All disturbed areas will be graded smooth and seeded for erosion control purposes only.
6. Pricing is good for 15 days.

Sincerely,

A handwritten signature in black ink, appearing to read "JD", is written over a light blue horizontal line.

Josh Denby

2/7/23

Dear Sirs:

I am writing requesting assistance in demolition of my condemned home located at 214 Avenue E Port St. Joe, FL. Years after Hurricane Michael, I'm still in the process of trying to piece together the remnants of my life. Your demolition of this condemned home would be the 1st step in my securing a permanent place to live.

Sincerely,

Brenda Fisher



**R. A. Driesbach, Sr. Lodge #77
Port St. Joe, Florida**

January 31, 2023

Mr. Jim Anderson, City Manager
City of Port St; Joe, Florida
304 Cecil G. Costin, Sr. Blvd
Port St. Joe, FL 32456

Dear Jim,

R.A. Driesbach, Sr. Lodge #77 Knights of Pythias is a nonprofit organization that is part of a Fraternal Order dedicated to the cause of Universal Peace, and are eager to enhance the communities in which they live.

Presently we are in need of help from the City of Port St with the demolition and disposal of a one story structure located directly behind our lodge hall at 116 Avenue C, Port St. Joe, FL. The building was being used to store bikes for our Bikes for Boys and Girls program but was rendered useless due to Hurricane Michael and the age of the building.

This is a wood structure and we fear that it is becoming a fire hazard as well as a home for rodents. Your help with the demolition and disposal of this building will be greatly appreciated.

Feel free to contact by phone at 850.899.1479 or by email at dreamon9@hotmail.com.

Thank you.

Kenneth M. Monette, Chancellor Commander
Frankie Fennell, Sr., Vice Chancellor Commander

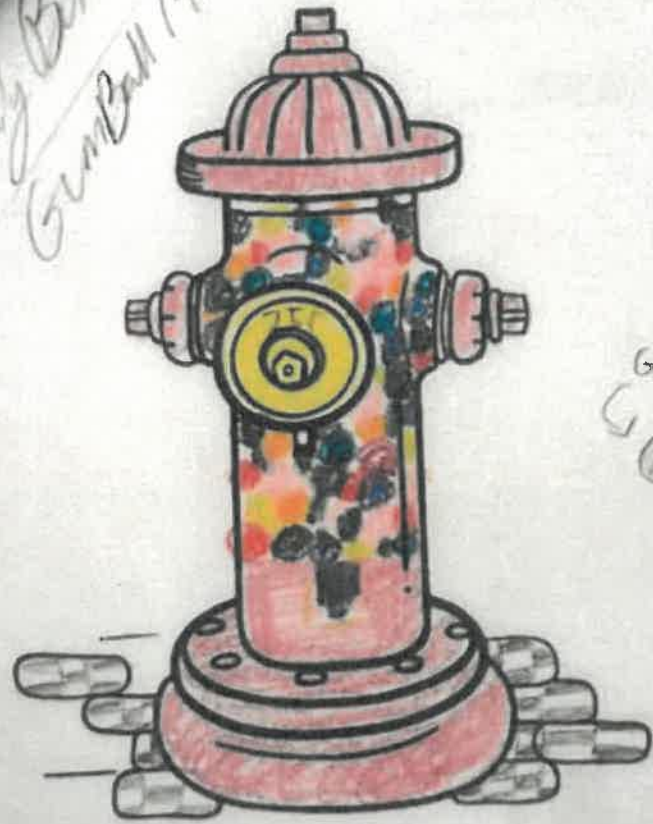
Clarence Monette, Keeper of Records and seal

Grants Updated- 2/21/23

Title	Amount	Status
NWFWMD/NERDA	\$971,850	Draft Stormwater Master Plan Complete. Water Quality portion is on hold.
FDOT/SCOP	\$397,375	Application for resurfacing of first Street from Hwy 98 to Hwy 71. Approved for 21/22 funding
FEMA PA	\$9,778,787	Damage from Hurricane Michael
FDEM	\$660,943 \$5,000	Hazard Mitigation. Elevation of (12) lift stations and switch gear for Washington Gym Generator Power. Submitted 3/6/20. 25% match. Approved 12/16/22
FRDAP	\$100,000	Applied for (2) grants on 10/15/20. Washington Gym Complex and Dodder Parker Park for exercise equipment, playground Equipmt. & Disc Golf. Grants approved 7/21 Waiting on State Approval to Award Bids
FDEP/SRF	\$4,537,600	Application submitted for Construction of Long Ave. Sewer Line and Lift Station. Grant \$3,630,080 and Loan \$907,520 Combo 80/20. Approved, Notice of Award has been issued.
Historic Resources/Hurricane Michael	\$497,495	Centennial Bldg. Rehab. Grant awarded out for Bids to be opened on 8/12/22
CDBG-DR	\$9,996,000	Sewer Rehab- City Wide. Approved 5/21.
CDBG-DR	\$8,566,469	Police/Fire Station. Application not approved. Re-submitted in Round two of funding on 9/15/21. Application not approved.
CDBG-DR	\$4,987,330	Intelligent Stormwater on MLK-FAMU. Application not approved.
FDOT/SCOP	TBD	Niles Rd. from Garrison to Long Ave Re-surfacing. Approved, waiting on Grant Agreement.
National Park System/Hurricane Michael	\$83,000	Washington Gym Rehabilitation. Submitted by UF. Approved and will be administered thru the State of Florida Division of Historical Resources
Historic Resources/Hurricane Michael	\$327,707	Cape San Blas Lighthouse Complex. Bids to be opened on 8/12/22.
USDA	\$4,000,000	Potential 65% loan/35% grant for new Government Complex
COVID-19 Rescue Plan	\$1,786,545	Grant Agreement signed 9/15/21. Funds received.
FDEO	\$675,426.00	Commercial District Waterline Replacement. Grant Application submitted 1/2022. Grant Approved 4/8/22.
FDEP Water Protection Funds	\$965,000	System Wide Septic to Sewer for 175 connections. Grant Application approved 11/10/21. Accepting Applications for service.
FDEP Water Protection Funds	\$4,300,000	Beacon Hill Sewer. Grant Application Approved 11/9/21. Dewberry is working on the Design.

FDEP Water Protection Funds	\$1,834,401.60	Pipe Replacement under the 10 th Street Park. Grant Application submitted 7/15/21. Was not approved.
CDBG- DR Phase II	\$6,654,566	Road & Stormwater Repairs. Application submitted 9/15/21. Application not approved.
FDEP	\$218,895	Resilient Florida (Study of PSJ). Submitted 8/30/21, Working with UF Approved, waiting on Grant Agreement
FRDAP	\$150,000	Core Park Splash Pad, 25% City Match. Submitted 10/14/21. Was not approved.
FDEP	\$145,000	Wastewater Treatment Plant Feasibility Study, submitted 8/22.
FDOT/SCOP	\$575,417.65	Application for re-surfacing Allen Memorial. Approved on 8/23/22 for the 2024 fiscal year.
Legislative Request Rep. Shoaf	\$500,000 \$2,000,000	Core Park Stage Field of Dreams, both submitted on 7/8/22 for Grants thru DEO
NOAA	\$280,000	Stormwater Management (H&H) Study submitted on 10/13/22
FDOT	\$100,000	Hwy 98 Beautification Grant, Approved 12/16/22
Legislative Request	\$1,200,000 \$1,500,000	Field of Dreams Road Paving, both submitted by Clark Smith on 2/10/23

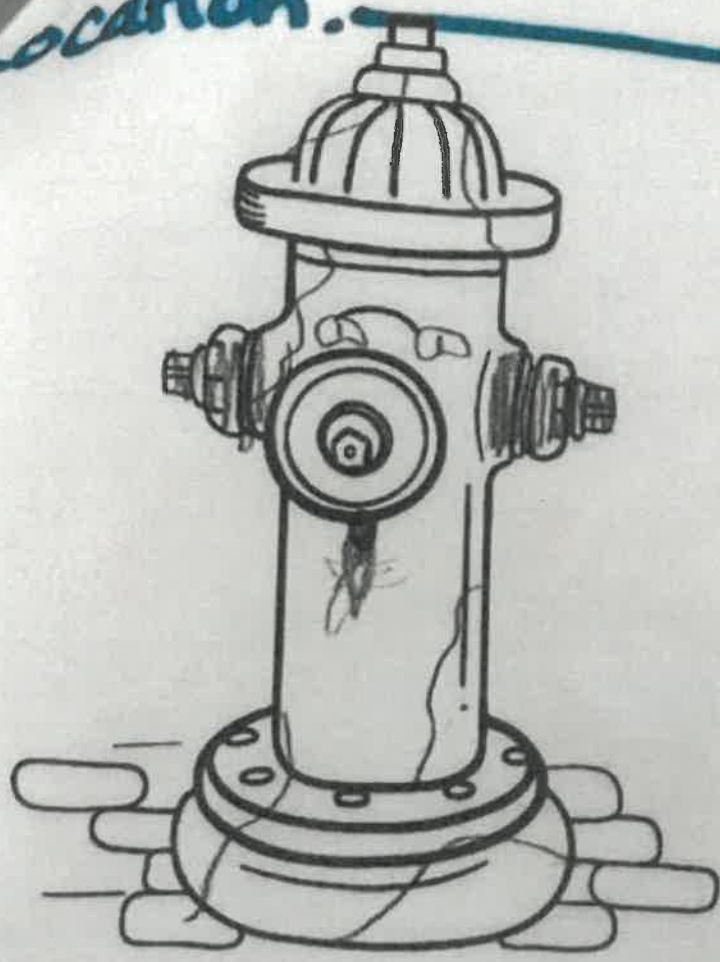
Always
Gathers
Family Better
Gumball Machine



Gumball
G
O

Location: Corner of the park across from Hungry Howies

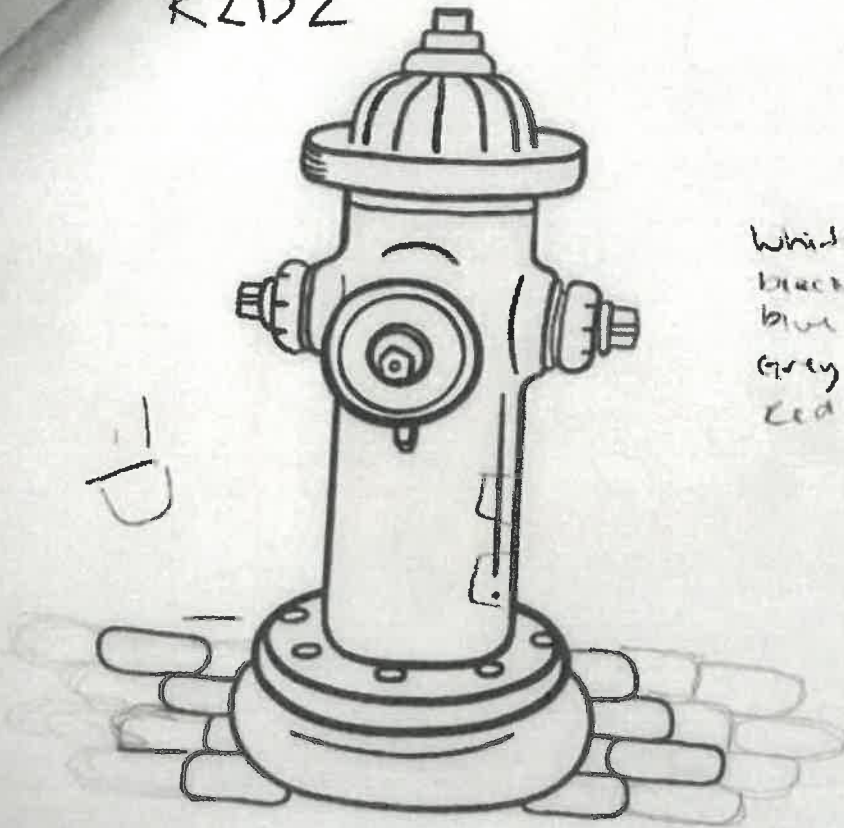
name: _____
location: _____



Necie
Elyse

Fire
Station

R2D2



White
Black
Blue
Grey
Red

Lucy, Sienna, Danna, Carson

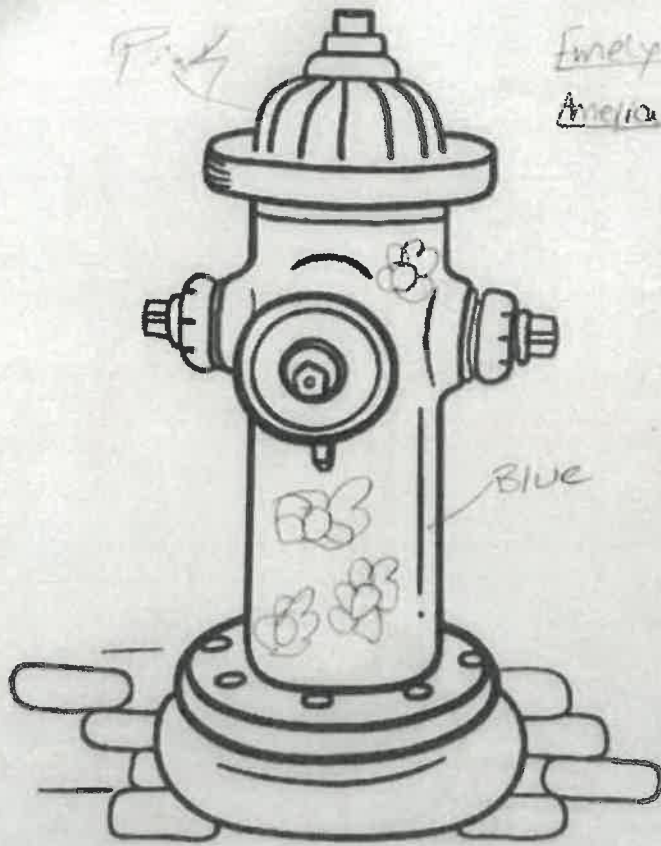
Location: To be determined

Name: Daisy Jimenez

Eileen Madrid

Emely Lopez

Amelia Lopez

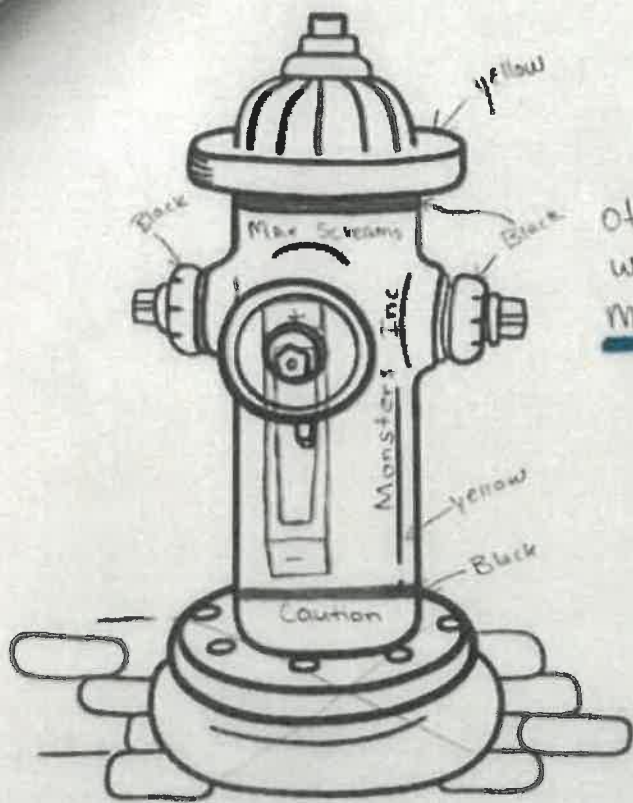


jgimenez@psj.fl.gov

Theme: Flowers

Reid Ave + E First St

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Other side
will look like
Mike Wozoski

Avery, Hannah R, madi

Fire Hydrant beside Sisters on Reid Ave

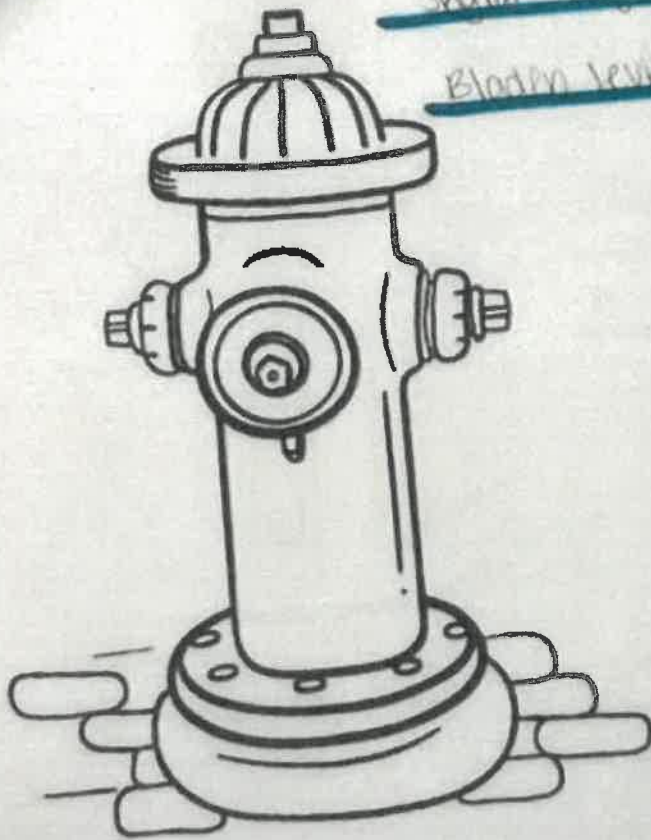
120

Names :

Emma Grace Burke

Skylar Clayton

Bladen Lewis



* fire hydrant by sweetbuns
* will have donuts on it
* fun colors