A G E N D A

GREEN COVE SPRINGS CITY COUNCIL
321 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA
REGULAR SESSION
TUESDAY, FEBRUARY 16, 2016 – 7:00 P.M.

ANYONE WISHING TO ADDRESS THE CITY COUNCIL REGARDING ANY TOPIC ON THIS AGENDA IS REQUESTED TO COMPLETE A CARD AVAILABLE AT THE CITY CLERK'S DESK. SPEAKERS ARE RESPECTFULLY REQUESTED TO LIMIT THEIR COMMENTS TO THREE (3) MINUTES.

THE CITY COUNCIL PROHIBITS THE USE OF CELL PHONES AND PAGERS WHICH EMIT AN AUDIBLE SOUND DURING ALL MEETINGS WITH THE EXCEPTION OF LAW ENFORCEMENT, FIRE AND RESCUE OR HEALTH CARE PROVIDERS ON CALL. PERSONS IN VIOLATION WILL BE REQUESTED TO LEAVE THE MEETING.

Invocation & Pledge of Allegiance to the Flag

Roll Call

Mayor to call on members of the audience wishing to address the Council on matters not on the Agenda.

AWARDS & RECOGNITION

Proclamation – Believing in Girls Month

PUBLIC HEARINGS

1. Second and Final Reading of Ordinance No. O-02-2016, an Ordinance creating City Code Article IX, entitled Natural Gas, Section 78-433 entitled "Franchise."

CONSENT AGENDA

ALL MATTERS UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION ON THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND WILL BE CONSIDERED SEPARATELY. BACKUP DOCUMENTATION AND STAFF RECOMMENDATIONS HAVE BEEN PREVIOUSLY SUBMITTED TO THE CITY COUNCIL ON THESE ITEMS.

1. City Council approval of a date change request from the Green Cove Springs Business League for "A Night on the Bricks" from May 21, 2016 to May 14, 2016.

2. City Council approval of Resolution No. R-04-2016, a Resolution accepting ownership of certain utility improvements, the Final Plat, and Maintenance Bond in the Magnolia Point Golf & Country Club, Phase VIII – B Subdivision.

3. City Council approval to accept the grant award from FDEM for funding under the FEMA Hazard Mitigation Grant Program for FDEP Project No. 4068-30-A, Cove Street Drainage Improvements, Phase II, and authorization for the Mayor to execute said Contract and associated certifications and assurances.

4. City Council approval to accept the grant award from FDEM for funding under the FEMA Hazard Mitigation Grant Program for FDEP Project No. 4068-31-A, MLK Blvd. Drainage Improvements, Phase II, and authorization for the Mayor to execute said Contract and associated certifications and assurances.

5. City Council approval to accept the grant award from FDEM for funding under the FEMA Hazard Mitigation Grant Program for FDEP Project No. 4068-45-A, Citizen Street Drainage Improvements, Phase II, and authorization for the Mayor to execute said Contract and associated certifications and assurances.

6. City Council approval of the FY 2016 Revenues and Expenditures Report for the period ending December 31, 2015.

7. City Council authorization to extend the term of the Temporary Part-Time Communications / Marketing Position through September 30, 2016.

8. City Council approval to surplus Electric Department Digger Truck No. 436 and the reinstatement of Electric Department Digger Truck No. 435.

9. City Council approval of an emergency purchase order in the amount of $36,400 to ADS, Inc. for the purchase of 700 feet of 48" ADS poly stormwater pipe and approval of the expenditure of approximately $39,000 (inclusive of the ADS purchase order) to complete an unanticipated emergency repair to failed stormwater pipe on Belle Avenue.

COUNCIL BUSINESS

1. Update on 2016 Municipal Election. ***Clevinger / Arnold***

2. City Manager and City Attorney Reports and/or Correspondence.

3. City Council Reports and/or Correspondence.

4. Adjournment.

The City Council meets the first and third Tuesday of each month beginning at 7:00 p.m. Meetings are held in City Hall at 321 Walnut Street and audio recordings of the meetings are posted in the City's website at www.greencovesprings.com.

The City may take action on any matter during this meeting, including items that are not set forth within this agenda.

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office no later than 5:00 p.m. on the day prior to the meeting.

Public Participation: Pursuant to Section 286.0114, Florida Statutes, effective October 1, 2013, the public is invited to speak on any "proposition" before a board, commission, council, or appointed committee takes official action regardless of whether the issue is on the Agenda. Certain exemptions for emergencies, ministerial acts, etc. apply. This public participation does not affect the right of a person to be heard as otherwise provided by law.

Exparte Communications: Oral or written exchanges (sometimes referred to as lobbying or information gathering) between a Council Member and others, including staff, where there is a substantive discussion regarding a quasi-judicial decision by the City Council. The exchanges must be disclosed by the City Council so the public may respond to such comments before a vote is taken.

Minutes of the City Council meetings can be obtained from the City Clerk's office. The Minutes are recorded, but are not transcribed verbatim. Persons requiring a verbatim transcript may make arrangements with the City Clerk to duplicate the recordings, or arrange to have a court reporter present at the meeting. The cost of duplication and/or court reporter will be at the expense of the requesting party.

Persons who wish to appeal any decision made by the City Council with respect to any matter considered at this 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 based.

Proclamation

WHEREAS, March is Women's History Month in the United States, a time when our nation reflects on the valuable contributions women make to our society; and

WHEREAS, before they can make history, a woman is a girl who is full of promise and potential; and

WHEREAS, all too many times we find at-risk girls have experienced trauma; and

WHEREAS, Florida prioritizes programs that prevent youth from entering the juvenile justice system; and

WHEREAS, all of the 12,857 girls referred to the Florida Department of Juvenile Justice last year, the majority of them were marked by trauma, physical and sexual violence, family instability, and failure in school; and

WHEREAS, Florida's Department of Children and Families, Department of Education, Department of Health, and Department of Juvenile Justice recognize the unique needs of girls and are focused on providing young women with the programs and services they require to be successful; and

WHEREAS, every girl in Florida deserves the opportunity to learn and grow within a supportive framework that perpetuates a sense of purpose so she may recognize her ability to contribute to Florida's ever achieving academic system and growing economy.

NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. The City of Green Cove Springs designates March 2016 as the "Believing in Girls" Month in the City Green Cove Springs, a month for all Florida residents to celebrate the work of the organizations serving the at-promise girls of our State who matter to all of us and deserve a bright future that is bursting with opportunity.

Section 2. A true copy of this Proclamation shall be spread upon the Official Minutes of the City Council of the City of Green Cove Springs.

DONE AND PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 16TH DAY OF FEBRUARY, 2016.

CITY OF GREEN COVE SPRINGS, FLORIDA

CITY OF GREEN COVE SPRINGS
EST 1874
FLORIDA

_____

B. Van Royal, Mayor

ATTEST:

_____

Julia W. Clevinger, City Clerk

CITY OF GREEN COVE SPRINGS, FLORIDA
STAFF REPORT
FOR MEETING OF FEBRUARY 16, 2016

SUBJECT: Second Reading of Ordinance No. 0-02-2016: Natural Gas Franchise with TECO Peoples Gas System, an Ordinance creating City Code Article IX, entitled "Natural Gas", Section 78-433, entitled "Franchise"

BACKGROUND: For well over a year, Tampa Electric Company (TECO) Peoples Gas has been diligently exploring the feasibility of offering natural gas to the greater Green Cove area. There are many positive attributes that will materialize from this venture; one is the availability of natural gas to industry and commerce in our region. TECO has appeared before the Public Service Commission and is ready to move forward.

In order to provide service in our corporate limits and to points north and south, it is necessary for the City to grant a franchise to TECO that would allow them to traverse public streets and rights-of-way within our corporate limits. Our Charter requires that *any* franchise must be presented to the Council by way of an ordinance. The attached Ordinance accomplishes that task.

The *non-exclusive* franchise Ordinance has been drafted by both parties and all are in agreement with its terms and conditions. Salient provisions include a term of fifteen (15) years, with the unilateral right for either party to terminate with 180 days written notice. Franchise fees in the amount of six percent (6%) are also included; however, these fees can only be levied on customers within the corporate limits. Likewise our Public Service Tax of 10% would also apply to Natural Gas sales within the corporate limits. The major customers planned for this operation are outside our corporate limits, so our projections indicate that potential revenues from this operation are minimal at best.

The Ordinance was presented for first reading on January 26 and representatives from TECO were in attendance and provided an overview on the planned Natural Gas system.

RECOMMENDATION: Adopt Ordinance No. 0-02-16 on second and final reading.

MOTION: Adopt Ordinance No. 0-02-16 on second and final reading.

SUBMITTED BY:

Danielle J. Judd, City Manager

ORDINANCE NO. O-02-2016

AN ORDINANCE OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, AMENDING CHAPTER 78 ENTITLED "UTILITIES"; CREATING ARTICLE IX ENTITLED "NATURAL GAS", SECTION 78-433 ENTITLED "FRANCHISE"; FOR THE PURPOSE OF GRANTING TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY (TECO PEOPLES GAS), ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE AGREEMENT TO USE THE PUBLIC RIGHTS OF WAY OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID FRANCHISE MAY BE EXERCISED; MAKING FINDINGS; PROVIDING FOR REPEALER, SEVERABILITY AND SETTING AN EFFECTIVE DATE.

WHEREAS, Peoples Gas System and the City of Green Cove Springs desire to enter into a franchise agreement for a period of fifteen (15) years commencing from the date provided herein, subject to the renewal provision set forth herein; and

WHEREAS, the City Council of Green Cove Springs finds that it is in the public interest of its citizens to enter into a new franchise agreement with Peoples Gas System.

NOW THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF GREEN COVE SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. DEFINITIONS.

For the purposes of this Ordinance, the following terms shall have the meaning given herein.

A. "Customer" shall mean any Person served by the Company within the corporate limits of the City.

B. "City" shall mean the City of Green Cove Springs, Clay County, Florida, its successor and assigns.

C. "Company" shall mean Peoples Gas System, a division of Tampa Electric Company, a Florida corporation, its successors and assigns.

D. "Distribution System" shall mean any and all transmission pipe lines, main pipe lines and service lines, together with all tubes, traps, vents, vaults, manholes, meters, gauges, regulators, valves, conduits, attachments, structures and other appurtenances, as are used or useful in the sale, distribution, transportation or delivery of Natural Gas and as are situated within the corporate limits of the City.

E. "Effective Date" shall mean the date this Franchise becomes Effective as described in Section 22 below.

F. "Franchise" or "Franchise Agreement" shall mean this agreement, as passed and adopted by the City and accepted by the Company, as provided in Section 22 below.

G. "FPSC" shall mean the Florida Public Service Commission or any successor agency.

H. "Gross Revenues" shall mean all revenues (as defined by the Florida Public Service Commission) received by the Company from any Customer from the sale of Gas.

I. "Person" shall mean any individual, firm, partnership, estate, corporation, company or other entity, including, but not limited to, any government entity.

J. "Natural Gas" or "Gas" shall mean natural gas and/or manufactured gas and/or a mixture of gases which is distributed in pipes and measured by meter on the Customer's premise. It shall not mean propane gas or liquefied petroleum gas (commonly referred to as "bottled gas").

K. "Right-of-way" means any street, road, lane, highway, avenue, boulevard, alley, waterway, bridge, easement, public place or other right-of-way that is owned by the City.

Section 2. GRANT.

The City hereby grants to the Company the non-exclusive right, privilege, and franchise to lay, erect, construct, operate and maintain in, on or under any and all rights-of-way, as they now exist or may be hereafter constructed, opened, laid out or extended within the present incorporated limits of the City, or in such territory as may be hereafter added or annexed to, or consolidated with, the City, a Distribution System subject to the terms and conditions herein contained.

Section 3. TERM.

Except as set forth in Section 15 hereof, the Franchise hereby granted shall be for a period of fifteen (15) years from the effective date of this ordinance; provided, however, that the Franchise will automatically renew for one fifteen (15) year term, unless one of the parties notifies the other, with no less than one hundred and eighty (180) days' written notice, prior to the expiration of the initial term, that it does not want the Franchise to automatically renew. If either party elects not to renew the Franchise, then the Franchise shall expire upon the conclusion of the initial term.

Section 4. ASSIGNMENT.

A. The Franchise hereby granted shall not be leased, assigned or otherwise alienated or disposed of except with the prior express written consent of the City, which shall not be unreasonably withheld or unduly delayed. No assignment shall be allowed without the assignee assuming the terms of the Franchise Agreement with the City.

B. Notwithstanding the foregoing, the Company may, without the consent of the City, lease, assign or otherwise alienate and transfer this Franchise in connection with the lease or sale of the Distribution System or upon its merger or consolidation with, or transfer to, a corporation engaged in similar business (including an affiliate or subsidiary of the Company), or pledge or mortgage of such Franchise in connection with the physical property owned and used by it in the operation of the Distribution System for the purpose of securing payment of monies borrowed by the Company. Notwithstanding anything to the contrary in the foregoing, the Company shall give the City at least sixty (60) days written notice in advance of any lease, assignment, other alienation or transfer of this Franchise pursuant to this Section.

Section 5. CITY COVENANT.

As a further consideration for this Franchise Agreement, the City covenants and agrees that it will not, during the term of this Franchise Agreement or any extension thereof, engage in the business of distributing or selling Natural Gas within the corporate limits of the City, as modified, during the term of this Franchise Agreement.

Section 6. USE OF STREETS.

The Distribution System shall be erected, placed, or laid in such manner as will, consistent with necessity, least interfere with other public uses of the Rights-of-way, and said Rights-of-way shall not be unnecessarily obstructed, and before, except in an emergency situation, the Company makes any excavation or disturbs the surface of any of the Rights-of-way, it shall make application for a permit to the appropriate City authority. The City shall issue, or if applicable deny, permits within thirty (30) calendar days of application by the Company. The Company shall, with due diligence and dispatch, place such Rights-of-way in as good a condition as before such excavation or disturbance was made; provided, however, that should the Company fail, within ten (10) days of its receipt of written notice from the City, to restore such Rights-of-way, then the City may promptly undertake such restoration (other than any restoration work on the Distribution System) and charge the reasonable cost thereof to the Company.

To the extent consistent with Florida law, the Company hereby agrees to abide by all the rules and regulations and ordinances which the City has passed or might pass in the future, in the exercise of its police power, and further agrees to abide by any established policy which the City or its duly authorized representative has passed, established, or will establish, in the exercise of its police power; provided, however, that the City shall not pass any ordinance or regulation that results in a material change in the rights or obligations of the Company under the Franchise Agreement.

Section 7. MAINTENANCE.

All such components of the Distribution System of the Company located within the City shall be installed and maintained in accordance with accepted good practice and in accordance with the orders, rules, and regulations of the Florida Public Service Commission and any other governmental authority having competent jurisdiction over the Company.

Section 8. LAYING OF PIPE.

All components of the Distribution System shall be laid consistent with all applicable codes, rules, regulations and laws, including, to the extent consistent with all applicable codes, rules, regulations, laws, and specifications contained in City permits.

Section 9. CONSTRUCTION WORK.

The City reserves the right to permit to be laid electric conduits, water and gas pipes and lines, cables, sewers, and to do and permit to be done any underground work that may be deemed necessary or proper by the City in, across, along, or under any Right–of-way. Whenever, by reason of establishing a grade or by reason of changes in the grade of any Right-of-way, or by reason of the widening, grading, paving, or otherwise improving present or future Rights-of-way, or in the location or manner of construction of any water pipes, electric conduits, sewers, or other underground structure located within the Rights-of-way, it shall be deemed necessary by the City to remove, relocate or disconnect any portion of the Distribution System of the Company hereto for such public purpose, such removal, relocation or disconnection shall be made by the Company as ordered in writing by the City without claim for reimbursement. If the City shall require the Company to remove, relocate or disconnect any portion of its Distribution System or in any way to alter the placement or location of the Distribution System, to enable any other Person other than another governmental authority to use said Rights-of-way of the City, as part of its permitting or approval process, the City shall require the Person desiring or occasioning such removal, relocation, disconnection or alteration to reimburse the Company for any loss, cost or expense caused by or arising out of such removal, relocation, disconnection or alteration of any portion of the Distribution System. The Company further agrees that it will not intentionally interfere with, change, or injure any water pipes, drains, or sewers, on any other City infrastructure or utility, including but not limited to roadways, of said City unless it has received specific written permission from the City or its duly authorized representative.

Section 10. FRANCHISE FEE.

Subject to Section 11 below, within thirty (30) days after the close of the first full billing month following the effective date of this Franchise Agreement, and each month thereafter during the term of this Franchise Agreement, the Company, its successors or assigns, shall pay to the City, or its successors, a sum of money equal to six percent (6%) of the Company's Gross Revenue, less any adjustments for uncollectable accounts, from the sale of Natural Gas to Customers within the corporate limits of the City. The franchise fee payment shall be deemed paid on time if post-marked within thirty (30) days of the close of the preceding billing month. The franchise fee payment shall be deemed paid on time if post-marked within thirty (30) days of the close of the preceding billing month. The City shall be entitled to rent in the amount of $1.00 per year for use of the City's streets and rights-of-way. Such amount shall be due within thirty (30) days of Company's receipt of an invoice for the same.

Section 11. IDENTIFICATION OF CITY RESIDENTS.

No less than thirty (30) days prior to the Effective Date, the City shall deliver to the Company such information (including City limit streets and block numbers) as is needed by the Company to determine which of its customers are located within the City limits. The City shall also provide such information no less than thirty (30) days prior to the effectiveness of any change in said limits, whether by addition, annexation or consolidation, or upon the Company's request. The Company shall be relieved of any obligation to pay franchise fees to the extent the City has failed to provide information in accordance with this Section 11.

Section 12. ACCOUNTS AND RECORDS.

The Company shall maintain accounting, maintenance, and construction records as prescribed by the FPSC. The Company shall establish and maintain appropriate accounts and records in such detail that revenues within the corporate limits of the City are consistently declared separately from all other revenues, and such records shall be maintained within the State of Florida. Upon request by the City, or its designated representative, and execution of a confidentiality agreement reasonably satisfactory to the Company, but in accordance with the Florida public records law, the Company shall make available said records within thirty (30) days to the City for the determination of the accuracy of the Gross Revenues upon which the Company's franchise fee is based. The Company shall maintain its billing records only for the period of time required by the FPSC or the Florida public records law, whichever is longer and any examination conducted after such period shall be confined to the billing records then available.

Section 13. INSURANCE.

During the term of this Franchise, the Company shall file with the City Clerk and shall keep in full force and effect at all times during the effective period hereof, insurance certificates evidencing a general liability insurance policy or policies or evidence of self-insurance (satisfactory to the City in its reasonable discretion) within the corporate limits of the City, as they currently exist or may exist in the future. Each such policy shall be in the minimum sum of $1,000,000.00 for injury or death to any one person, and in the minimum sum of $5,000,000.00 for injury or death to all persons where there is more than one person involved in any one accident, and in the minimum sum of $1,000,000.00 for damage to property, resulting from any one accident, and each of the said minimum sums shall remain in full force and shall be undiminished during the effective period of this Ordinance. The coverage requirements set forth in this Section 13 may be satisfied, in whole or in part, with self-insurance satisfactory to the City in its reasonable discretion.

Every such insurance policy shall contain a provision whereby every company executing the same shall obligate itself to notify the Clerk of the City, in writing, at least thirty (30) days before any material alteration, modification, or cancellation of such policy is to become effective. The Company shall name the City as an additional insured in such policy for liability arising in connection with this agreement.

Section 14. INDEMNIFICATION.

In consideration of the permissions granted to the Company by this Franchise Agreement, the Company hereby agrees to indemnify and hold harmless the City, its officers, agents and employees from and against claims, suits, actions, and causes of action, to the extent caused by the Company's negligent operation, maintenance or construction of the Distribution System within the City during the term of this Franchise and resulting in personal injury, loss of life or damage to property sustained by any person or entity, through or as a result of the doing of any work herein authorized or the failure to do work herein required, and including all reasonable costs, attorney's fees, expenses and liabilities incurred by the City in connection with any such claim, suit or cause of action, including the investigation thereof, and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof; provided, however, that neither the Company nor any of its employees, agents, contractor, licensees, or sublessees shall be liable under this section for any claims, demands, suits, actions, losses, damages, or expenses, including attorney's fees, arising out of the negligence, strict liability, intentional torts, criminal acts, or error of the City, its officers, agents, or employees. The provisions of this section shall survive the expiration or earlier termination of this Franchise Agreement. Notwithstanding any provision herein to the contrary, the Company's liability under this Agreement shall be limited to the assets and business of Peoples Gas System, a division of Tampa Electric Company, as if Peoples were incorporated separate and apart from Tampa Electric Company.

Section 15. TERMINATION BY CITY.

Violation by the Company of any of the covenants, terms, and conditions hereof, or default by the Company in observing or carrying into effect any of said covenants, terms and conditions, shall authorize and empower the City to declare a termination of this Franchise Agreement; provided, however, that before such action by the City shall become operative and effective, the Company shall have been served by the City with a written notice setting forth all matters pertinent to such violation or default, and describing the action of the City with respect thereto, and the Company shall have had a period of sixty (60) days after service of such notice, or, in the event such cure reasonably requires a period of more than sixty (60) days to present a plan, reasonably satisfactory to the City, to effect such cure; and provided further that any violation or default resulting from a strike, a lockout, an act of God, or any other cause beyond the control of the Company shall not constitute grounds for termination.

Section 16. CHANGES IN PROVISIONS HEREOF.

Changes in the terms and conditions hereof may be made by written agreement between the City and the Company.

Section 17. SEVERABILITY; CHANGE IN LAW.

(A) If any section, part of a section, paragraph, sentence, or clause of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of any other portion hereof, but shall be restricted and limited in its operation and effect to that specific portion hereof involved in the controversy in which such decision shall have been rendered; provided, however, that should elimination of the specific portion of the Franchise Agreement adjudged to be invalid results in significant adverse consequences to a party, then that party may terminate this Franchise Agreement by providing thirty (30) days written notice to the other party.

(B) Upon the issuance by a court of competent jurisdiction of an order, ruling, or decision, or the enactment or adoption by the Florida Legislature, the City or any other governmental or regulatory body, of a law, rule, regulation or ordinance, that materially diminishes a municipality's ability to exact franchise fees from a utility, or that effectively does away with the ability of a municipality to grant a franchise altogether, then the Company or City may terminate this Franchise Agreement by providing ninety (90) days written notice to the other party.

Section 18. GOVERNING LAW.

This Franchise shall be governed by the laws of the State of Florida and applicable federal law. All suits arising hereunder shall be filed only in Clay County, Florida.

Section 19. CODIFICATION.

This Ordinance shall constitute and be codified as new City Code Article IX. Franchise, Section 78-433.

Section 20. REPEALER.

Any Ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 21. SEVERABILITY.

The various parts, sections and clauses of this Ordinance are hereby declared severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be effected thereby.

Section 22. EFFECTIVE DATE.

This Franchise Agreement shall become effective upon its acceptance by the Company, which acceptance must be evidenced in writing within sixty (60) days of the City's passage and adoption hereof.

INTRODUCED AND APPROVED AS TO FORM ONLY ON THE FIRST READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, ON THIS 26TH DAY OF JANUARY, 2016.

CITY OF GREEN COVE SPRINGS, FLORIDA

_____
B. Van Royal, Mayor

ATTEST:

_____
Julia W. Clevinger, City Clerk

PASSED ON SECOND AND FINAL READING BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN DUPLICATE, THIS 16TH DAY OF FEBRUARY, 2016.

CITY OF GREEN COVE SPRINGS, FLORIDA

_____
B. Van Royal, Mayor

ATTEST:

_____
Julia W. Clevinger, City Clerk

APPROVED AS TO FORM:

_____
L. J. Arnold, III, City Attorney

Accepted this _____ day of _____, A.D. 2016

PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY

_____

By:_____

Title:_____

CITY OF GREEN COVE SPRINGS, FLORIDA
STAFF REPORT
FOR MEETING OF FEBRUARY 16, 2016

SUBJECT: City Council approval to amend schedule request for the "A Night on the Bricks Events" and to request closure of Walnut Street from Hwy 17 to Pine Avenue.

BACKGROUND: On August 4, 2015, City Council approved the request to close Walnut Street from Hwy 17 to Palmetto Avenue for "A Night on the Bricks". Due to inclement weather, the February 6, 2016 date was cancelled. Kat Roedell, Representative of the Green Cove Springs Business League, has stated a February date will not be rescheduled, the March 12, 2016 date will stay the same, and she has requested to move the May 21, 2016 date to May 14, 2016.

FISCAL IMPACT / FUNDING SOURCE: Staff time.

RECOMMENDATION: Staff recommends approval of the date change request from Kat Roedell, Representative of the Green Cove Springs Business League, for "A Night on the Bricks" from May 21, 2016 to May 14, 2016.

MOTION: **Approve the date change request from Kat Roedell, Representative of the Green Cove Springs Business League, for "A Night on the Bricks" from May 21, 2016 to May 14, 2016.**

SUBMITTED BY:

Kimberly Thomas, Executive Assistant

APPROVED BY:

Danielle J. Judd, City Manager

Kim Thomas <kthomas@greencovesprings.com>

Night on the Bricks

6 messages

Kim Thomas <kthomas@greencovesprings.com> Mon, Feb 8, 2016 at 8:50 AM
To: Kat Roedell <katroedell@gmail.com>

Kat,

Please let me know if you will be rescheduling the 6th to another date in February or if you plan to just wait until the March 12th date.

If you intend to pick another date than I will need to get an updated agenda item to the Council so I need to know asap due to deadlines...

Thanks

Kimberly Thomas

Executive Assistant to City Manager
City Event Coordinator
City of Green Cove Springs
904-297-7500 Ext. 3320
904-284-8118 *(fax)*
kthomas@greencovesprings.com
www.greencovesprings.com

"A smile is the prettiest thing you will ever wear!"

Kim Thomas <kthomas@greencovesprings.com> Mon, Feb 8, 2016 at 9:11 AM
To: Kat Roedell <katroedell@gmail.com>

Kat,

To give you a better time line, I will need a new date for February (If there is one) by Wed. 11th to go into Council Agenda Process for the 16th Meeting

Thanks

Kimberly Thomas

Executive Assistant to City Manager
City Event Coordinator
City of Green Cove Springs
904-297-7500 Ext. 3320
904-284-8118 *(fax)*
kthomas@greencovesprings.com
www.greencovesprings.com

"A smile is the prettiest thing you will ever wear!"

[Quoted text hidden]

Kat Roedell <katroedell@gmail.com> Mon, Feb 8, 2016 at 11:14 AM
To: Kim Thomas <kthomas@greencovesprings.com>

I don't think we can do this in February, I will send a letter with the new dates as soon as I figure it out. Ugh.
[Quoted text hidden]
--
Kat Roedell
Ind. Mary Kay Beauty Consultant
904-657-0795
www.marykay.com/katroedell

Kim Thomas <kthomas@greencovesprings.com> Mon, Feb 8, 2016 at 11:16 AM
To: Kat Roedell <katroedell@gmail.com>

OK - I understand that a date will not be rescheduled for February -

We have on the City Schedule approved by Council the following 2 dates:

March 12
May 21

Are you saying those dates may change?

Kimberly Thomas

Executive Assistant to City Manager
City Event Coordinator
City of Green Cove Springs
904-297-7500 Ext. 3320
904-284-8118 *(fax)*
kthomas@greencovesprings.com
www.greencovesprings.com

"A smile is the prettiest thing you will ever wear!"

[Quoted text hidden]

Kat Roedell <katroedell@gmail.com> Mon, Feb 8, 2016 at 11:19 AM
To: Kim Thomas <kthomas@greencovesprings.com>

The May 21st date has to change to May 14th. Since I will be out of town the second half of March, April 23rd is a tentative date that I have right now to reschedule the Star Wars Event to.
[Quoted text hidden]

Kim Thomas <kthomas@greencovesprings.com> Mon, Feb 8, 2016 at 11:24 AM
To: Kat Roedell <katroedell@gmail.com>

OK, so March 12 stands and May 21st moves to May 14th

I will do an agenda with these dates and then once we know the next (April, etc.) we will do another staff report!

Thanks

Kimberly Thomas

Executive Assistant to City Manager
City Event Coordinator
City of Green Cove Springs

904-297-7500 Ext. 3320
904-284-8118 *(fax)*
kthomas@greencovesprings.com
www.greencovesprings.com

"A smile is the prettiest thing you will ever wear!"

[Quoted text hidden]

CITY OF GREEN COVE SPRINGS, FLORIDA
STAFF REPORT
FOR MEETING OF FEBRUARY 16, 2016

SUBJECT: REVIEW AND APPROVAL OF RESOLUTION NO. R-04-2016, THE FINAL PLAT, MAINTENANCE BOND, AND ACCEPTANCE OF THE WATER AND SEWER SYSTEM FOR MAGNOLIA POINT GOLF AND COUNTRY CLUB PHASE VIII – B.

APPLICANT/OWNER:
DFH Magnolia, LLC
Patrick Zalupski
360 Corporate Way
Orange Park, Florida 32073

ENGINEER:
North Florida Engineering Services
263 River Hills Drive
Jacksonville, Florida 32216

SURVEYOR:
Bartram Trail Surveying, Inc.
1501 County Road 315
Green Cove Springs, Florida 32043

BACKGROUND: On November 19, 2013, the City Council approved the preliminary plat and construction drawings to subdivide Phase VIII of Magnolia Point Golf and Country Club. The proposed plat complies with the approved preliminary plat approved in 2013 and the Master Site Plan approved in 2001 for the Magnolia Point Golf and Country Club PUD. The developer has decided to plat and construct Phase VIII in multiple phases. City Council accepted the plat for Phase VIII – A, the extension of Shinnecock Lane on December 9, 2014. The developer has now requested the acceptance of Phase VIII –B, the extension of Oglebay Drive. A copy of the plat is attached and a full-sized set of the plat is available for review at the Development Services Department. The final plat has been reviewed on the City's behalf by CHW, Inc. (surveyor), for compliance with Chapter 177, Florida Statutes.

DFH Magnolia, LLC has constructed the infrastructure to support 32 new homes in Magnolia Point Golf and Country Club, Phase VIII – B. City staff and consultants, Mittauer & Associates, have been involved throughout the construction process. A final inspection was completed on January 11, 2016. The report on the final inspection from Mittauer is attached. At this point DFH has completed the infrastructure work in the field. DFH Magnolia, LLC has also executed and delivered a three (3) year Maintenance Bond to the City effective February 16, 2016, attached. The only outstanding administrative item left on the water, wastewater, and reclaimed water utilities is the submission of the as-built drawings. Staff is recommending that Council accept these utilities contingent upon submission of the final corrections to the as-built drawings.

The acceptance of the water, wastewater, and reclaimed water utilities will allow the Building Department to proceed with review and issuance of building permits for lots in Phase VIII – B.

Resolution No. R-04-2016 is attached for Council approval to accept the water, wastewater and reclaimed water infrastructure.

STAFF RECOMMENDATION: Staff recommends approval of the final plat of Magnolia Point Golf and Country Club Phase VIII – B; and to authorize the Mayor to sign the plat; and to accept the water, wastewater, and reclaimed water utilities by approving Resolution No. R-04-2016 and accept three maintenance bonds for the utilities.

MOTION:	**To approve the final plat of Magnolia Point Golf and Country Club Phase VIII – B; and to authorize the Mayor to sign the plat; and to accept the water, wastewater, and reclaimed water utilities by approving Resolution No. R-04-2016 and accepting three maintenance bonds for the utilities.**

SUBMITTED BY:

Janis K. Fleet, AICP
Development Services Director

APPROVED BY:

Danielle J. Judd, City Manager

L. J. Arnold, III, City Attorney

RESOLUTION NO. R-04-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA ACCEPTING OWNERSHIP OF CERTAIN UTILITY IMPROVEMENTS IN THE MAGNOLIA POINT GOLF & COUNTRY CLUB, PHASE VIII-B SUBDIVISION FROM DFH MAGNOLIA, LLC; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the undeveloped land of the Magnolia Point Golf & Country Club, Phase VIII-B Subdivision, a Planned Unit Development ("PUD") is owned by DFH Magnolia, LLC ("Owner") and a portion of said PUD is properly platted under local law; and

WHEREAS, Owner has completed certain water, wastewater, and reclaimed water utility improvements attached hereto ("Improvements") which are ready to be conveyed to the City for ownership and maintenance; and

WHEREAS, the City is willing to accept ownership and maintenance of said Improvements; and

WHEREAS, Owner has submitted to the City Location Maps for the Specified Area, As-Built Drawings of Water and Sewer Utilities for the Specified Area, DEP Potable Water Release-Permitting for Specified Area, DEP Sanitary Sewer Release – Permitting for Specified Area, Cost Analysis of Utilities for the Specified Area, Video Tapes of the Sewer Lines for the Specified Area; and

WHEREAS, the City has inspected the Water, Wastewater, and Reclaimed Water Utility Improvements in the Specified Area and examined the above listed items submitted by Owner and found them acceptable.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS AS FOLLOWS:

Section 1. That the City hereby accepts ownership and maintenance of Owner's Water, Wastewater, and Reclaimed Water Utility Improvements in the Magnolia Point Golf & Country Club, Phase VIII-B Subdivision attached hereto; and

Section 2. That this Resolution shall take effect immediately upon passage.

DONE AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREEN COVE SPRINGS, FLORIDA, IN REGULAR SESSION THIS 16TH DAY OF FEBRUARY, 2016.

CITY OF GREEN COVE SPRINGS, FLORIDA

_____
B. Van Royal, Mayor

ATTEST:

_____
Julia W. Clevinger, City Clerk

APPROVED AS TO FORM:

_____
L. J. Arnold, III, City Attorney

City of Green Cove Springs Subdivision Application

FOR OFFICE USE ONLY
P Z File #_____
Application Fee:_____
Filing Date: _____ Acceptance Date:_____
Review Type: SRDT ☐ P & Z ☐ CC ☐

☒ Major Subdivision – Over 5 Lots
☐ Minor Subdivision - 3 to 5 Lot – Final Plat only, with fee

A. PROJECT

1. Project Name: Dream Finders Homes - Magnolia Point Golf & Country Club Phase VIII
2. Address of Subject Property: Oglebay Dr. & Medinah Lane
3. Parcel ID Number(s): 05-06-26-015231-019-00
4. Existing Use of Property: Residential Single Family
5. Future Land Use Map Designation : Residential Single Family
6. Zoning Designation: Residential Single Family
7. Acreage: 12.757 - 32 lots

B. APPLICANT

1. Applicant's Status ☐ Owner (title holder) ☑ Agent
2. Name of Applicant(s) or Contact Person(s): Batey C. McGraw Title: Vice President
   Company (if applicable): DFH Magnolia, LLC
   Mailing address: 360 Corporate Way
   City: Orange Park State: FL ZIP: 32073
   Telephone: (904) 644-7670 FAX: (904) 239-3003 e-mail: batey.mcgraw@dreamfinderhomes.com
3. If the applicant is agent for the property owner*:
   Name of Owner (title holder): Patrick Zalupski
   Company (if applicable): DFH Magnolia, LLC
   Mailing address: 360 Corporate Way
   City: Orange Park State: FL ZIP: 32073
   Telephone: (904) 644-7670 FAX: (904) 239-3003 e-mail: patrick.zalupski@dreamfindershomes.com

* Must provide executed Property Owner Affidavit authorizing the agent to act on behalf of the property owner.

C. ADDITIONAL INFORMATION

1. Is there any contract for sale of, or options to purchase the subject property? ☐ Yes ☑ No

   If yes, list names of all parties involved: _____

   If yes, is the contract/option contingent or absolute? ☐ Contingent ☐ Absolute

D. ATTACHMENTS

PRELIMINARY PLAT ATTACHMENTS (One copy: 24" X 36" with 3" left margin and ½" top, bottom, and right margins, one copy reduced to no greater than 11 x 17, plus one copy in PDF format)

1. Plans, including but not limited to:
   a. Scale: at least 1" = 200'.
   b. Proposed Name of Subdivision.
   c. Name, address, and telephone number of the subdivider and agent of the subdivder.
   d. Name, address, telephone number and registration number of the surveyor or engineer.
   e. Date of boundary survey, north arrow, graphic scale, date of plat drawing, and space for revision dates.
   f. Vicinity map.
   g. Total acreage of lots and total number of lots.
   h. Legal description of property to be subdivided.
   i. Names of owners of adjoining land with their approximate acreage or, if developed, names of abutting subdivisions.
   j. Preliminary layout including streets and easements with dimensions, lot lines with approximate dimensions, land to be reserved or dedicated for public or common uses, and any land to be used for purposes other than single-family dwellings.
   k. Block letters and lot numbers, lot lines, and scaled dimensions.
   l. Zoning district boundaries on abutting properties.
   m. Proposed method of water supply, sewage disposal, and drainage, and electric service.
   n. Minimum building setback lines as required by the Land Development Regulations.
   o. Natural features, including lakes, marshes or swamps, water courses, wooded areas, and land subject to the 100-year flood as defined by FEMA official flood maps.
   p. Surface drainage and direction of flow and method of disposition and retention indicated.
   q. Tree survey.
2. Existing and/or proposed covenants and restrictions.
3. Stormwater management plan - including the following:
   a. Existing contours at one (1) foot intervals.
   b. Proposed finished floor elevation of each building site.
   c. Existing and proposed stormwater management facilities with size and grades.
   d. Proposed orderly disposal of surface water runoff.
   e. Centerline elevations along adjacent streets.
4. Legal description with tax parcel number.
5. Warranty Deed or other proof of ownership.
6. Proof of payment of taxes.
7. Permit or Letter of Exemption from the St. Johns River Water Management District.
8. Concurrency Application
9. Fee.
   a. Minor Subdivision – 3 to 5 lots:
      i. $750 plus $5 per lot
   b. Major Subdivision – More than 5 lots:
      i. $1,000 plus $5 per lot
   c. All applications are subject 10% administrative fee and must pay the cost of any outside consultants' fees.

No application shall be accepted for processing until the required application fee is paid in full by the applicant. Any fees necessary for technical review or additional reviews of the application by a consultant will be billed to the applicant at the rate of the reviewing entity. The invoice shall be paid in full prior to any action of any kind on the development application.

All 9 attachments are required for a complete application. A completeness review of the application will be conducted within five (5) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

Within twelve (12) months of the approval of the Subdivision Preliminary Plat, Construction Plans must be reviewed

CONSTRUCTION PLANS ATTACHMENTS - ATTACHMENTS **(One copy: 24" X 36" with 3" left margin and ½" top, bottom, and right margins, one copy reduced to no greater than 11 x 17, plus one copy in PDF format)**

1. A copy of this original application must accompany the submission.
2. Plans, to include but not limited to:
   a. Scale: 1inch=200 ft.
   b. A topographic map of the subdivision with maximum contour intervals of one foot where overall slopes are zero percent to two percent, two feet where slopes are over two percent, based on U.S. Coastal and Geographic Datum. This topographic map must be prepared by a land surveyor.
   c. A contour drainage map of the stormwater basins. The outlines and sizes, measured in acres, of all existing and proposed drainage areas shall be shown and related to corresponding points of flow concentration. Each drainage area shall be clearly delineated. Flow paths must be indicated throughout. Any existing and proposed structures affecting the drainage must be shown.
   d. Plans showing proposed design features and typical sections of canals, swales and all other open channels, storm sewers, all drainage structures and other proposed subdivision improvements.
   e. Plans and profiles for all proposed streets and curbs. Where proposed streets intersect existing streets, elevations and other pertinent details shall be shown for existing streets for a distance of 300 feet from point of intersection.
   f. Plans of any proposed water distribution system and sanitary sewer collection system showing pipe sizes and location of valves, pumping stations and fire hydrants.
   g. Plans for all road and street signs and street names signs showing the location of such signage and any other traffic safety control devices that is required or proposed. In addition, the specifications for such signage shall be provided as part of this plan, which shall detail in diagram form as necessary the size, material, color, and specifications for installation of such signage.
3. Legal description with tax parcel number.
4. Warranty Deed or other proof of ownership.
5. Proof of payment of taxes.
6. Permit or Letter of Exemption from the St. Johns River Water Management District.

All 6 attachments are required for a complete application. A completeness review of the application will be conducted within five (5) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

Within six (6) months of the approval of Construction Plans, the applicant must submit an application for Final Plat for review. The applicant must also provide a surety device for the public improvements must be submitted in accordance with Section 90-243.

FINAL PLAT ATTACHMENTS - ATTACHMENTS (One copy: 24" X 36" with 3" left margin and ½" top, bottom, and right margins, one copy reduced to no greater than 11 x 17, plus one copy in PDF format)

1. A copy of this original application must accompany the submission.
2. Plans, to include but not limited to:
    a. Name of subdivision shall be shown in bold legible letters, as stated in Chapter 177, Florida Statutes. The name of the subdivision shall be shown on each sheet included and shall have legible lettering of the same size and type including the words "section," "unit," "replat," "amended," etc.
    b. Name and address of subdivider.
    c. North arrow, graphic scale, and date of plat drawing.
    d. Vicinity map.
    e. Exact boundary line of the tract, determined by a field survey, giving distances to the nearest one-hundredth foot and angles to the nearest minute, shall be balanced and closed with an apparent error of closure not to exceed one in 5,000.
    f. Legal description of the property to be subdivided.
    g. Names of owners of adjoining lands with their approximate acreage or, if developed, names of abutting subdivisions.
    h. Location of streams, lakes and swamps, and land subject to the 100-year flood as defined by the Federal Emergency Management Agency, official flood maps.
    i. Bearing and distance to permanent points on the nearest existing street lines of bench marks or other permanent monuments (not less than three (3)) shall be accurately described on the plat.
    j. Municipal lines shall be accurately tied to the lines of the subdivision by distance and angles when such lines traverse or are reasonably close to the subdivision.
    k. The closest land lot corner shall be accurately tied to the lines of the subdivision by distance and angles.
    l. Location, dimensions, and purposes of any land reserved or dedicated for public use.
    m. Exact locations, width, and names of all streets within and immediately adjoining the proposed subdivision.
    n. Street right-of-way lines must show deflection angles of intersection, radii, and lines of tangents.
    o. Lot lines, dimensions, and bearings must be shown to the nearest one hundredth (1/100) foot.
    p. Lots must be numbered in numerical order and blocks lettered alphabetically.
    q. Accurate location and description of monuments and markers.
    r. Minimum building front yard setback lines as required by the Land Development Regulations as determined by the property's zoning.
    s. Reference to recorded subdivision plats of adjoining platted land shall be shown by recorded names, plat book, and page number.
    t. Covenants and restrictions notice in accordance with Chapter 177.091(28), Florida Statutes.
    u. Dedication to the public by the owners of the land involved of all streets, drainage easements, and other rights-of-way however designated and shown on the plat for perpetual use for public purposes, including vehicular access rights where required. If the property is encumbered by a mortgage, the owner of the mortgage shall join in the dedication or in some other manner subordinate the mortgagee's interest to the dedication of public right-of-way.
    v. Certification that all payable taxes have been paid and all tax sales against the land redeemed.
    w. Title certification as required by Chapter 177, Florida Statutes.
3. Legal description with tax parcel number.
4. Warranty Deed or other proof of ownership.
5. Proof of payment of taxes.
6. Permit or Letter of Exemption from the St. Johns River Water Management District.

All 6 attachments are required for a complete application. A completeness review of the application will be conducted within five (5) business days of receipt. If the application is determined to be incomplete, the application will be returned to the applicant.

I/We certify and acknowledge that the information contained herein is true and correct to the best of my/our knowledge:

Signature of Applicant

Signature of Co-applicant

BATEY C. McGRAW
Typed or printed name and title of applicant

Typed or printed name of co-applicant

1/13/16
Date

Date

State of Florida County of Duval

The foregoing application is acknowledged before me this 13th day of January, 2016, by Batey C. Mc Graw

who is/are personally known to me, or who has/have produced

as identification.

NOTARY SEAL

Signature of Notary Public, State of Florida

LINDA JAYNE RICHARDSON
Commission # FF 023388
Expires June 3, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

MAGNOLIA POINT GOLF AND COUNTRY CLUB PHASE VIII – B

BEING A PORTION OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 26 EAST, CITY OF GREEN COVE SPRINGS, CLAY COUNTY, FLORIDA

PLAT BOOK ___ PAGE ____

SHEET 1 OF 4 SHEETS

SEE SHEET 2 FOR GENERAL NOTES

CAPTION (05-06-26-015231-019-00)

A tract of land being the same as that certain property described as "Parcel 3: (Portion of Residential Parcel No. F, Part "C")", as recorded in Official Records Book 3469, page 1892 of the Public Records of Clay County, Florida, lying within the Northeast 1/4 of Section 5, Township 6 South, Range 26 East, City of Green Cove Springs, Clay County, Florida and being more particularly described as follows:

BEGIN at the Northwest corner of the plat of Magnolia Point Golf & Country Club Phase V, as recorded in Plat Book 45, pages 35 through 41 of the Public Records of Clay County, Florida, said point also being the Northwest corner of Tract S-1, according to said plat; thence N00°14'40"W, along the West line of the Northeast 1/4 of said Section 5, same also being the East line of those certain properties as described in Official Records Book 3483, page 883 and Official Records Book 3497, page 1400, all of the Public Records of Clay County, Florida, for 721.58 feet to the Northeast corner of said certain property recorded in Official Records Book 3497, page 1400; thence N00°16'55"W, continuing along said West line of the Northeast 1/4 of said Section 5 and along the East line of that certain property as described in Official Records Book 1960, page 1987 of the Public Records of Clay County, Florida, for 286.89 feet; thence N89°39'43"E, leaving said West and East lines, for 155.55 feet to the point of curvature of a curve concave to the Southwest; thence southeasterly along the arc of said curve, having a radius of 152.83 feet, a central angle of 132°06'59", an arc length of 352.49 feet and a chord bearing S24°15'45"E, for 279.39 feet to a non-tangent point; thence S00°17'31"E, for 412.54 feet; thence S18°54'37"E, for 88.09 feet; thence S36°47'56"E, for 351.34 feet; thence S51°18'48"E, for 81.26 feet; thence S30°56'10"E, for 33.35 feet to the Northeast corner of Lot 39, according to aforesaid plat of Magnolia Point Golf & Country Club Phase V; thence along the northerly line of said plat, the following six (6) courses: (1) thence S59°02'43"W, for 161.27 feet; (2) thence S85°59'33"W, for 59.24 feet; (3) thence S89°41'48"W, for 214.48 feet; (4) thence N50°06'23"W, for 131.10 feet; (5) thence N08°09'11"W, for 107.51 feet; (6) thence S89°41'48"W, for 59.87 feet to the POINT OF BEGINNING of the Parcel herein described.

Containing 8.99 acres, more or less.

Said lands situated, lying and being in the City of Green Cove Springs, Clay County, Florida.

CERTIFICATE OF APPROVAL AND ACCEPTANCE

This is to certify that this plat has been accepted and approved by the City Council of the City of Green Cove Springs, Florida, on this _____ day of _____, 2016.

_____
Mayor of the City of
Green Cove Springs

_____
Clerk of the City of
Green Cove Springs

CLERK'S CERTIFICATE

This is to certify that this plat has been approved and that it complies in form with the requirements of Chapter 177 Part I, Florida Statutes and is recorded in Plat Book _____, Pages _____, of the Public Records of Clay County, Florida this _____ day of _____, 2016.

_____
Clerk of the Circuit Court

SURVEYOR'S CERTIFICATE OF REVIEW

The undersigned surveyor hereby certifies that he or she has been retained by the City of Green Cove Springs, Florida to review this plat in accordance with the requirements of Chapter 177.081(1), Florida Statutes and has determined that said plat conforms with the requirements of Chapter 177 Part I, Florida Statutes. The undersigned did not prepare this plat. This certificate is made this _____ day of _____, 2016.

_____
Michael L. Harbert
Professional Surveyor and Mapper, LS 4995
Causseaux, Hewett & Walpole, Inc.
132 NW 76th Drive
Gainesville, Florida 32607
Certificate of Authorization LB 5075

SURVEYOR'S CERTIFICATE

This is to certify that this plat is a true and correct representation of the lands surveyed, platted, and described in the legal description, that the survey was made under the undersigned's responsible direction and supervision, that the survey data complies with all the requirements of Florida Statute Chapter 177 Part I, and that Permanent Reference Monuments (PRM) and lot corners will be monumented in accordance with Chapter 177.091, Florida Statues and Chapter 5J-17, Florida Administrative Code.

Certified this _____ day of _____, 2016.

_____
Keith J. Bouffard
Professional Land Surveyor License No. LS5172

ADOPTION AND DEDICATION

This is to certify that DFH Magnolia, LLC, a Florida limited liability company (hereinafter, the "Owner") is the lawful owner of the lands described in the caption hereon, known as Magnolia Point Golf and Country Club Phase VIII-B, having caused the same to be surveyed and subdivided. This plat being made in accordance with said survey is hereby adopted as a true and correct plat of those lands. All lanes, drives and courts, together with the unobstructed drainage easements and vegetated natural buffers, shall remain privately owned and the sole and exclusive property of the Magnolia Point Community Association, Inc., a Florida not-for-profit corporation ("Association"), its successors and assigns, except as herein provided.

The Association, its successors and assigns, shall have the right of ingress and egress over all easements designated on this plat for the purpose of constructing or maintaining any roads, utilities, drainage facilities, ponds, ditches or otherwise, except as hereinafter provided.

The Owner, its successors and assigns, does hereby grant to the present and future owners of the lots shown on this plat, and their guests, invitees, domestic help, delivery and pick-up services, fire protection and rescue services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized by said owners to serve the land shown on this plat, holders of mortgage liens on such lands and such other persons as the Owner may, from time to time, designate the non-exclusive and perpetual right of ingress and egress over and across said roads, subject to the preceding provisions. The Owner or Association shall have the unrestricted and absolute right to deny access to any persons (except lot owners, mortgage holders and other authorities authorized by law to have access) who, in the opinion of the Owner or Association may cause a disturbance on any of the lands shown on this plat.

The Owner, its successors and assigns, hereby reserve the right and privilege to grant providers of utilities, easements for the installation and maintenance (including rights of ingress and egress) of such utility improvements that are necessary or beneficial to the future owners of the lands described herein, or to the owners of the adjacent lands.

Those easements designated as "GCS-E", are hereby dedicated to the City of Green Cove Springs, its successors and assigns, for its non-exclusive use for utilities.

In witness thereof, Owner has caused these presents to be signed by its Manager.

This _____ day of _____, 2016.

Witness:

_____

_____
Print Name

Witness:

_____

_____
Print Name

Owner: DFH Magnolia, LLC

By: _____
Patrick O. Zalupski – Manager

ACKNOWLEDGEMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by Patrick O. Zalupski – Manager of DFH Magnolia, LLC, a Florida limited liability company on behalf of DFH Magnolia, LLC, he is personally known to me.

_____
Notary Public, State of Florida

_____
Print Name

My commission expires: _____

CITY ATTORNEY'S CERTIFICATE

This is to certify that this plat has been examined and approved by the City Attorney for the City of Green Cove Springs, Florida, on this _____ day of _____, 2016.

_____
Office of the City Attorney

PREPARED BY:
BARTRAM TRAIL SURVEYING, INC.
CERTIFICATE OF AUTHORIZATION LB #6991
LAND SURVEYORS – PLANNERS – LAND DEVELOPMENT CONSULTANTS
1501 COUNTY ROAD 315 SUITE 108
GREEN COVE SPRINGS, FL 32043
(904) 284-2224 FAX (904) 284-2258

MAGNOLIA POINT GOLF AND COUNTRY CLUB PHASE VIII – B

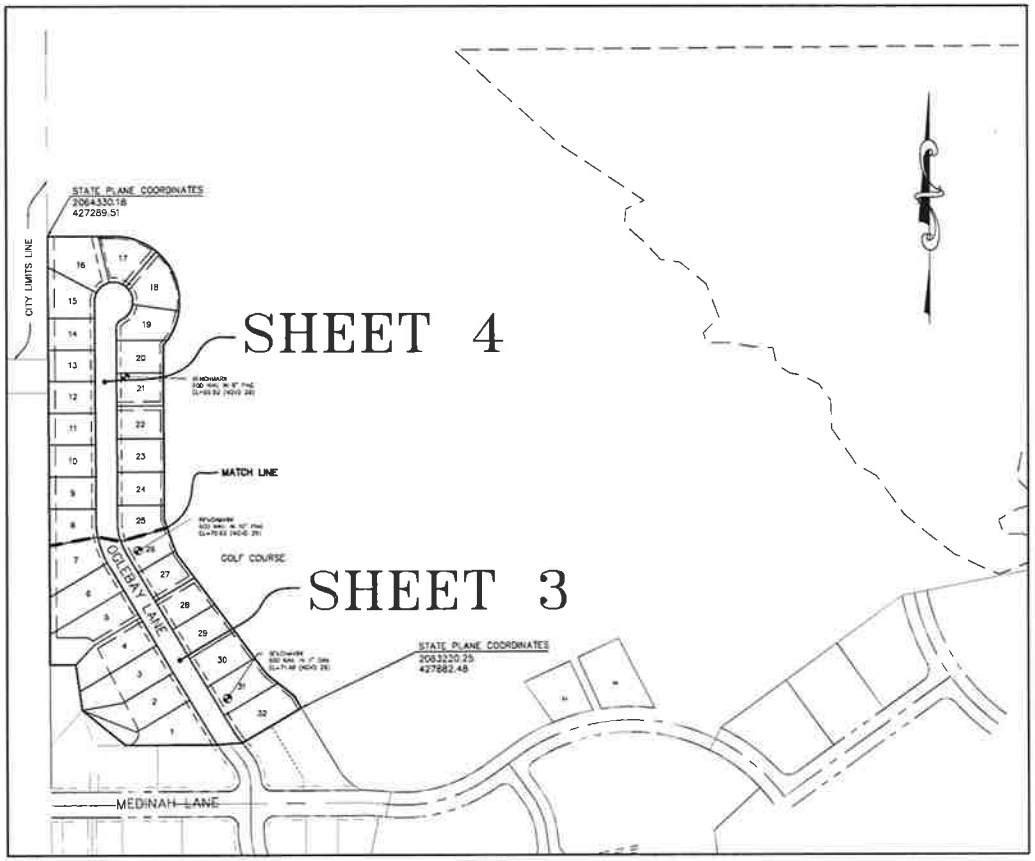
BEING A PORTION OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 26 EAST,
CITY OF GREEN COVE SPRINGS, CLAY COUNTY, FLORIDA

PLAT BOOK ___ PAGE ___

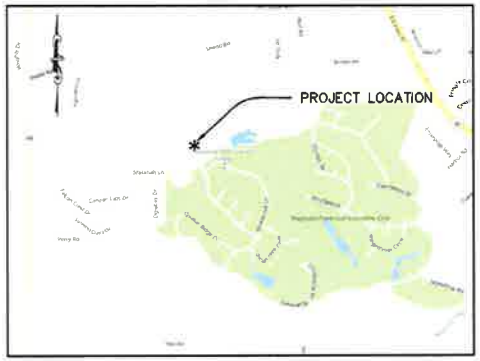
SHEET 2 OF 4 SHEETS

KEY MAP

NOT TO SCALE



VICINITY MAP
SCALE: 1" = 1864'



LEGEND

O.R.	=	DENOTES OFFICIAL RECORDS BOOK
P.B.	=	DENOTES PLAT BOOK
PG.(S)	=	DENOTES PAGE(S)
(NR)	=	DENOTES NON-RADIAL
(R)	=	DENOTES RADIAL
DE	=	DENOTES UNOBSTRUCTED DRAINAGE EASEMENT
CCS-E	=	DENOTES CITY OF GREEN COVE SPRINGS EASEMENT
UE	=	DENOTES UTILITY EASEMENT
FCM	=	DENOTES FOUND 4"x4" CONCRETE MONUMENT, ID AS NOTED
⊡	=	DENOTES SET 5/8" IRON ROD & CAP "PRM BTS LB 6991", UNLESS NOTED OTHERWISE
⊙	=	DENOTES SET PK NAIL & DISC "POP BTS LB 6991", UNLESS NOTED OTHERWISE
R	=	DENOTES RADIUS OF CURVE
Δ	=	DENOTES DELTA OF CURVE
A	=	DENOTES ARC LENGTH OF CURVE
C	=	DENOTES CHORD LENGTH OF CURVE
CB	=	DENOTES CHORD BEARING OF CURVE
NGVD 29	=	DENOTES NATIONAL GEODETIC VERTICAL DATUM OF 1929

GENERAL NOTES:

1. Bearings are based upon the West line of the Northeast 1/4 of Section 5, having a bearing of N00°14'40" W.
2. The easements shown hereon designated as drainage easements and/or utility easements shall remain totally unobstructed by any permanent improvements which may impede the use of said easements. The construction of driveways and the installation of fences, hedges and landscaping is permissible but subject to removal at the expense of each lot owner for the removal and/or replacement of such items.
3. All platted utility easements shall also be easements for the construction, installation, maintenance, and operation of cable television services, provided however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event of a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages.
4. Notice: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat.
5. There may be additional restrictions that are not on this plat that may be found in the Public Records of this county.
6. Lots fronting on two (2) streets may have vehicular access from one (1) street only.
7. Current law provides that no construction, filling, removal of earth, cutting of trees or other plants shall take place within/on/of the jurisdictional wetland line as shown on this plat without the approval of this county and/or any other federal state or local governmental regulatory agencies with jurisdiction over such wetlands. It is the responsibility of the lot owner, his agents and the entity performing any activity within this area to acquire the necessary written approvals prior to the beginning of any work. The jurisdictional wetland line shown hereon may be superseded and redefined at any time, by the appropriate authorities.
8. State plane coordinates shown hereon are based on NAD 83/90 State Plane, Florida East Zone (Zone 0901) in U.S. survey feet and are for GIS purposes only.
9. All original lot corners set will be 5/8" Iron Rod & Cap (BTS LB 6991)
10. Subject to that Ordinance of Annexation recorded in Official Records Book 917, page 486 of the Public Records of Clay County, Florida, which is blanket in nature and not platted.
11. Subject to that easement recorded in Official Records Book 947, page 418 of the Public Records of Clay County, Florida, which is blanket in nature and not platted.
12. Subject to those easements reserved and recorded in Official Records Book 1268, page 47 of the Public Records of Clay County, Florida, which are blanket in nature and not platted.
13. Subject to those Restrictions, Covenants and Conditions recorded in Official Records Book 1965, page 665, re-recorded in Official Records Book 1990, page 545, all of the Public Records of Clay County, Florida, which are blanket in nature and not platted.
14. Subject to that Assignment of Development rights recorded in Official Records Book 1986, page 711 of the Public Records of Clay County, Florida, which are blanket in nature and not platted.
15. Subject to that easement recorded in Official Records Book 2290, page 2119 of the Public Records of Clay County, Florida, which is blanket in nature and not platted.

OWNER
BFH Magnolia, LLC
360 Corporate Way
Orange Park, FL 32073
(904) 644-7670

SURVEYOR
Bartram Trail Surveying, Inc.
1501 County Road 315, Suite 106
Green Cove Springs, FL 32043
(904) 284-2224

ENGINEER
North Florida Engineering Services, Inc.
263 River Hills Drive
Jacksonville, FL 32216
(904) 737-0971

PREPARED BY:
BARTRAM TRAIL SURVEYING, INC.
CERTIFICATE OF AUTHORIZATION LB #6991
LAND SURVEYORS – PLANNERS – LAND DEVELOPMENT CONSULTANTS
1501 COUNTY ROAD 315 SUITE 106
GREEN COVE SPRINGS, FL 32043
(904) 284-2224 FAX (904) 284-2258

MAGNOLIA POINT GOLF AND COUNTRY CLUB PHASE VIII – B

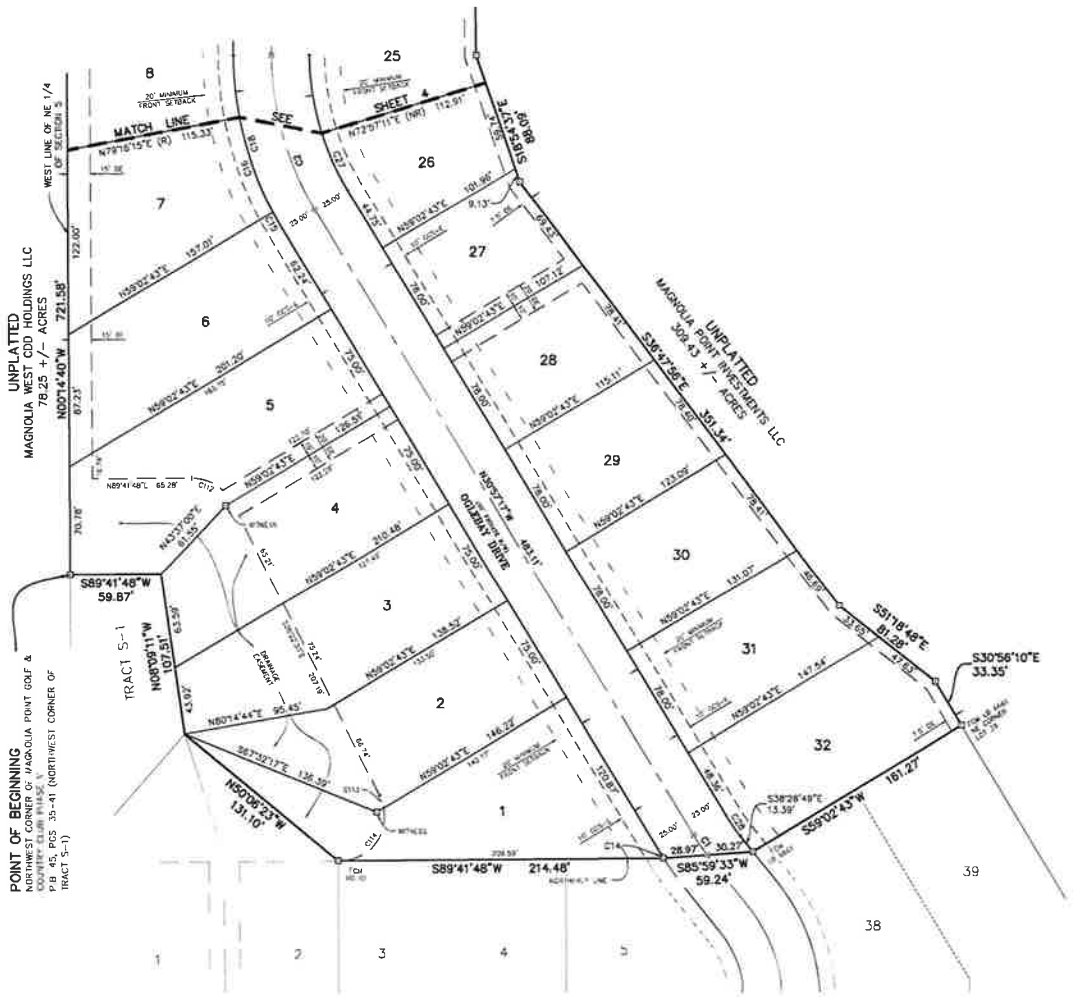
BEING A PORTION OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 26 EAST,
CITY OF GREEN COVE SPRINGS, CLAY COUNTY, FLORIDA

PLAT BOOK ___ PAGE ____

SHEET 3 OF 4 SHEETS

SEE SHEET 2 FOR GENERAL NOTES

GRAPHIC SCALE
50 0 25 50
(IN FEET)
1 inch = 50 feet



MAGNOLIA POINT GOLF &
COUNTRY CLUB PHASE V
P.B. 45, PGS. 35-41

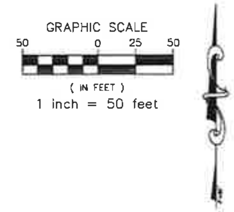
Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C1	150.00'	06°05'42"	15.96'	15.95'	N34°00'07"W
C2	200.00'	30°39'05"	106.99'	105.72'	N15°37'44"W
C14	175.00'	00°54'57"	2.80'	2.80'	S31°24'45"E
C15	225.00'	03°15'10"	12.77'	12.77'	S29°19'41"E
C16	225.00'	16°58'21"	66.65'	65.41'	S19°12'56"E
C18	225.00'	30°39'05"	120.37'	118.94'	S15°37'44"E
C27	175.00'	13°29'16"	41.20'	41.10'	S24°12'39"E
C28	125.00'	07°31'32"	16.42'	16.41'	S34°43'03"E
C112	30.00'	42°50'30"	22.43'	21.91'	N68°52'57"W
C113	30.00'	18°39'34"	9.72'	9.69'	N18°02'43"W
C114	30.00'	91°24'18"	47.86'	42.94'	N35°59'13"E

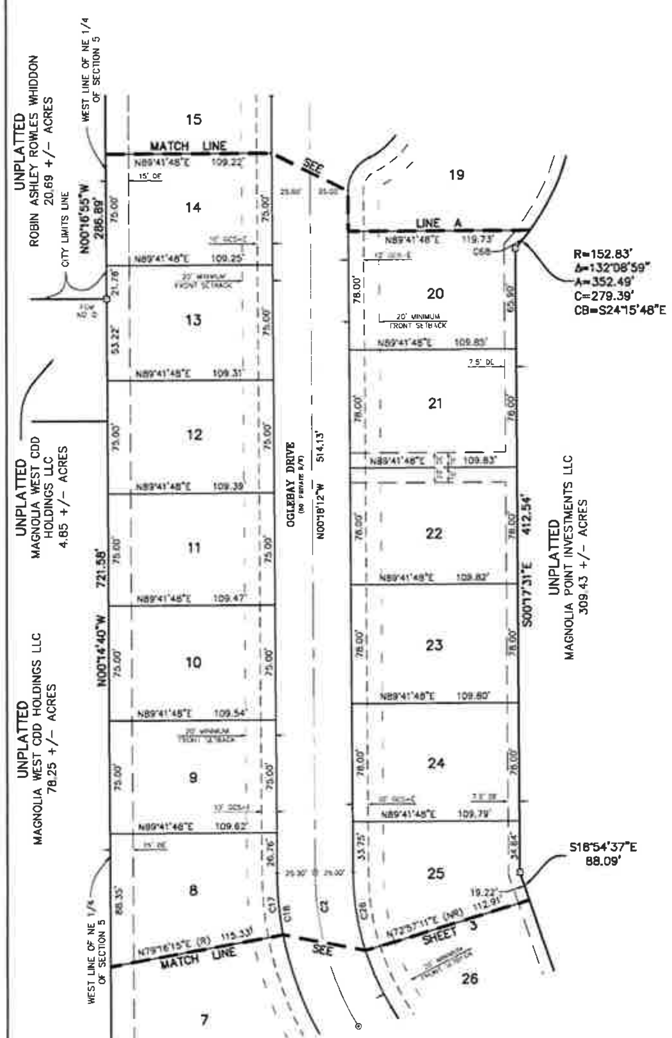
PREPARED BY:
BARTRAM TRAIL SURVEYING, INC.
CERTIFICATE OF AUTHORIZATION LB #6991
LAND SURVEYORS – PLANNERS – LAND DEVELOPMENT CONSULTANTS
1501 COUNTY ROAD 315 SUITE 106
GREEN COVE SPRINGS, FL 32043
(904) 284-2224 FAX (904) 284-2258

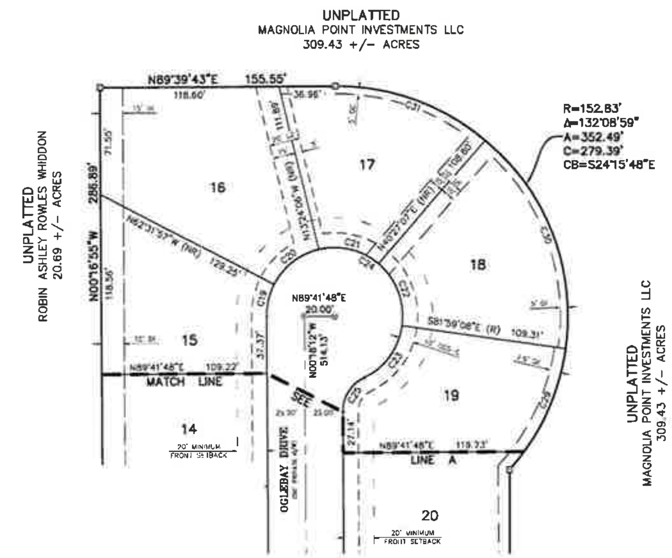
MAGNOLIA POINT GOLF AND COUNTRY CLUB PHASE VIII - B

BEING A PORTION OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 26 EAST, CITY OF GREEN COVE SPRINGS, CLAY COUNTY, FLORIDA

SEE SHEET 2 FOR GENERAL NOTES







Curve Table					
Curve #	Radius	Delta	Arc	Chord	Chord Bearing
C2	200.00'	30°39'05"	106.99'	105.72'	N15°37'44"W
C17	225.00'	10°25'33"	40.94'	40.89'	S05°30'58"E
C18	225.00'	30°39'05"	120.37'	118.94'	S15°37'44"E
C19	45.00'	27°46'12"	21.81'	21.60'	S13°34'55"W
C20	45.00'	49°07'49"	38.59'	37.42'	S52°01'55"W
C21	45.00'	53°51'14"	42.30'	40.76'	N76°28'34"W
C22	45.00'	57°33'49"	45.21'	43.33'	N20°46'02"W
C23	45.00'	56°18'19"	44.22'	42.46'	N36°10'02"E
C24	45.00'	244°37'23"	192.13'	76.06'	N57°59'30"W
C25	25.00'	64°37'23"	28.20'	26.73'	S32°00'30"W
C26	175.00'	17°09'49"	52.42'	52.23'	S08°53'06"E
C29	152.83'	27°51'32"	74.31'	73.58'	N22°01'30"E
C30	152.83'	58°04'06"	154.89'	148.34'	N20°56'19"W
C31	152.83'	40°21'55"	107.67'	105.46'	N70°09'20"W
C68	152.83'	05°51'26"	15.62'	15.62'	N38°52'59"E

PREPARED BY:
BARTRAM TRAIL SURVEYING, INC.
CERTIFICATE OF AUTHORIZATION LB #6991
LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS
1501 COUNTY ROAD 315 SUITE 106
GREEN COVE SPRINGS, FL 32043
(904) 284-2224 FAX (904) 284-2258

ACTION BY WRITTEN CONSENT
IN LIEU OF SPECIAL MEETING
OF THE MANAGER OF
DFH MAGNOLIA, LLC

The undersigned, being the sole Manager of DFH MAGNOLIA, LLC (the "Company"), hereby consents to the following actions by the Manager of the Company:

WHEREAS, Batey C. McGraw has been appointed as a Vice President of the Company by the Manager and the Manager desires to clarify the authority of the Vice President to execute documents on behalf of the Company;

RESOLVED, that the Vice President is authorized on behalf of the Company to execute and deliver all contracts, agreements, deeds, leases, notes, mortgages, closing statements, and other documents and instruments which are necessary, appropriate or convenientfor the conduct of the Company' s business; and

FURTHER RESOLVED, that Batey C. McGraw shall serve as a Vice President until his successor shall have been chosen and qualified or until his earlier resignation or removal.

This Consent shall be effective as of the 1st day of May, 2015

By:

Print Name: Patrick O. Zalupski

Title: Manager

SUBDIVISION WATER AND WASTEWATER MAINTENANCE SURETY BOND
BOND NUMBER 3234323

COUNTY OF CLAY
STATE OF FLORIDA

KNOW ALL MEN BY THESE PRESENTS, that we, **DFH Magnolia, LLC**, a Florida limited liability company, as Principal and **BANKERS INSURANCE COMPANY**, a Florida corporation, as Surety, are held and firmly bound unto the **CITY OF GREEN COVE SPRINGS**, a Florida municipal corporation, as Obligee, in the sum of Twenty One Thousand Twenty Eight and 80/100 Dollars ($21,028.80), for the payment of which said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is the Owner and Developer of **Magnolia Point Golf & Country Club Phase VIII-B – Oglebay Drive (32 of 119 lots),** same as plated in the Public Records of Clay County, Florida; and said City Council has agreed that it will accept certain water, wastewater, and reclaimed water improvements located within the city right-of-ways or easements, for Maintenance, provided that the Principal and Surety deliver to the City of Green Cove Springs a Maintenance Warranty Bond, guaranteeing said improvements against faulty workmanship and materials, said bond and guarantee to be in full force and effect for **three (3) years,** beginning the16th, day of February, 2016 (date of Final Inspection); and this Bond shall serve as said Maintenance Warranty Bond; and this Bond shall be and remain in full force and effect from its effective date for a period of **three (3) years**.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall fully guaranty, indemnify and save harmless the City of Green Cove Springs from any and all loss, costs, expenses and damages, for any repairs or replacements arising out of defective workmanship or materials in the construction or installation of said improvements, then this obligation shall be null and void; otherwise to be and remain in full force and effect.

Signed, sealed and dated this 28th, day of January, 2016.

PRINCIPAL:
DFH Magnolia, LLC,
a Florida limited liability company

WITNESSES:

By: _____
Print Name: JAMES DuBOIS FARRAR, III

By: _____
Print Name: PATRICK METCALF

By: _____
Print Name: PATRICK ZALUPSKI
Title: MANAGER
Date: 1/29/16

OBLIGEE:
CITY OF GREEN COVE SPRINGS,
a Florida municipal corporation

By: _____
Print Name: _____
Title: _____
Date: _____

SURETY:
BANKERS INSURANCE COMPANY,
a Florida corporation

By: **Authorized Signature:** _____
Name of Signatory: David B. Shick, Attorney-in-fact
Title: Florida Licensed Agent*
#A241176

Address: 7217 Benjamin Road
Tampa, FL 33634
Telephone: 813-243-1110
Date: 1/28/16

** Power Of Attorney Attached*

Power of Attorney

3234323

Bankers Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **BANKERS INSURANCE COMPANY**, a corporation duly organized under the laws of the State of Florida, and having its principal office in the City of St. Petersburg, Pinellas County, Florida, does hereby nominate, constitute and appoint:

* David B. Shick *

of the City of Tampa , Hillsborough County, State of Florida , its true and lawful Attorney-in-fact, with full power and authority hereby conferred upon him/her to make, execute, seal and deliver for and on its behalf, as Surety, as its act and deed, any and all bonds, undertakings consent or Agreement not exceeding the sum of Two Million and xx/100 Dollars---------- $2,000,000.00 which this Company may be authorized to write.

This Power of Attorney is granted and is signed and sealed under and by the authority of the following resolutions adopted by the Board of Directors of Bankers Insurance Company, and now in force to-wit:

BE IT RESOLVED, that the Chairman of the Board, President and any Vice President of the Corporation are hereby authorized to execute Powers of Attorney, qualifying the Attorney(s)-in-Fact named in the Powers of Attorney to execute, on behalf of the Corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the Corporation are hereby authorized to attest the execution of any such Power of Attorney.

BE IT FURTHER RESOLVED, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, any and such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, Bankers Insurance Company has caused these presents to be executed by their duly authorized officers as of this 4th day of April, 2013.

ATTEST:

Ian Barber, Assistant Secretary

BANKERS INSURANCE COMPANY

By: Wilbur L. Martin IV, President

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me 4th day of April, 2013 by Wilbur L. Martin IV and Ian Barber, as President and Assistant Secretary, respectively, of Bankers Insurance Company, a Florida corporation, on behalf of the corporation.

Personally known X OR Produced Identification - Type of Identification Provided_____

(SEAL)

(NOTARY PUBLIC)

I, the undersigned, Assistant Secretary of Bankers Insurance Company do hereby certify that the original Power of Attorney, of which the foregoing is a full, true and correct copy, is in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affix the corporate seal of the Corporation this 28th day of January, 2016.

(SEAL)

Ian Barber, Assistant Secretary

SUBDIVISION WATER AND WASTEWATER MAINTENANCE SURETY BOND
BOND NUMBER 3234323

COUNTY OF CLAY
STATE OF FLORIDA

KNOW ALL MEN BY THESE PRESENTS, that we, **DFH Magnolia, LLC**, a Florida limited liability company, as Principal and **BANKERS INSURANCE COMPANY**, a Florida corporation, as Surety, are held and firmly bound unto the **CITY OF GREEN COVE SPRINGS**, a Florida municipal corporation, as Obligee, in the sum of Twenty One Thousand Twenty Eight and 80/100 Dollars ($21,028.80), for the payment of which said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is the Owner and Developer of **Magnolia Point Golf & Country Club Phase VIII-B – Oglebay Drive (32 of 119 lots),** same as plated in the Public Records of Clay County, Florida; and said City Council has agreed that it will accept certain water, wastewater, and reclaimed water improvements located within the city right-of-ways or easements, for Maintenance, provided that the Principal and Surety deliver to the City of Green Cove Springs a Maintenance Warranty Bond, guaranteeing said improvements against faulty workmanship and materials, said bond and guarantee to be in full force and effect for **three (3) years,** beginning the16th, day of February, 2016 (date of Final Inspection); and this Bond shall serve as said Maintenance Warranty Bond; and this Bond shall be and remain in full force and effect from its effective date for a period of **three (3) years.**

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall fully guaranty, indemnify and save harmless the City of Green Cove Springs from any and all loss, costs, expenses and damages, for any repairs or replacements arising out of defective workmanship or materials in the construction or installation of said improvements, then this obligation shall be null and void; otherwise to be and remain in full force and effect.

Signed, sealed and dated this 28th, day of January, 2016.

PRINCIPAL:
DFH Magnolia, LLC,
a Florida limited liability company

WITNESSES:

By: _____
Print Name: JAMES DuBOIS FARRAR, III

By: _____
Print Name: PATRICK METCALF

By: _____
Print Name: PATRICK ZALUPSKI
Title: MANAGER
Date: 1/29/16

OBLIGEE:
CITY OF GREEN COVE SPRINGS,
a Florida municipal corporation

By: _____
Print Name: _____
Title: _____
Date: _____

SURETY:
BANKERS INSURANCE COMPANY,
a Florida corporation

By: **Authorized Signature:** _____
Name of Signatory: David B. Shick, Attorney-in-fact
Title: Florida Licensed Agent*
#A241176

Address: 7217 Benjamin Road
Tampa, FL 33634
Telephone: 813-243-1110
Date: 1/28/16

** Power Of Attorney Attached*

Power of Attorney

3234323

Bankers Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **BANKERS INSURANCE COMPANY**, a corporation duly organized under the laws of the State of Florida, and having its principal office in the City of St. Petersburg, Pinellas County, Florida, does hereby nominate, constitute and appoint:

* David B. Shick *

of the City of Tampa , Hillsborough County, State of Florida , its true and lawful Attorney-in-fact, with full power and authority hereby conferred upon him/her to make, execute, seal and deliver for and on its behalf, as Surety, as its act and deed, any and all bonds, undertakings consent or

Agreement not exceeding the sum of Two Million and xx/100 Dollars---------- $2,000,000.00 which this Company may be authorized to write.

This Power of Attorney is granted and is signed and sealed under and by the authority of the following resolutions adopted by the Board of Directors of Bankers Insurance Company, and now in force to-wit:

BE IT RESOLVED, that the Chairman of the Board, President and any Vice President of the Corporation are hereby authorized to execute Powers of Attorney, qualifying the Attorney(s)-in-Fact named in the Powers of Attorney to execute, on behalf of the Corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the Corporation are hereby authorized to attest the execution of any such Power of Attorney.

BE IT FURTHER RESOLVED, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, any and such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, Bankers Insurance Company has caused these presents to be executed by their duly authorized officers as of this 4th day of April, 2013.

ATTEST:

Ian Barber, Assistant Secretary

BANKERS INSURANCE COMPANY

By: Wilbur L. Martin IV, President

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me 4th day of April, 2013 by Wilbur L. Martin IV and Ian Barber, as President and Assistant Secretary, respectively, of Bankers Insurance Company, a Florida corporation, on behalf of the corporation.

Personally known X OR Produced Identification - Type of Identification Provided_____

(SEAL)

(NOTARY PUBLIC)

I, the undersigned, Assistant Secretary of Bankers Insurance Company do hereby certify that the original Power of Attorney, of which the foregoing is a full, true and correct copy, is in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affix the corporate seal of the Corporation this 28th day of January, 2016

(SEAL)

Ian Barber, Assistant Secretary

NORTH FLORIDA ENGINEERING SERVICES, INC.
263 River Hills Dr, Jacksonville, FL 32216 //ph (904) 737-9971 //fax (904) 396-5372 //email info@nfes.net //web www.NFES.net

January 26, 2016

Janis K. Fleet, AICP
Development Services Director
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, FL 32043

RE: Magnolia Point Golf & Country Club Phase VIII-B – Oglebay Drive (32 of 119 lots)
Cost Estimate for Maintenance Bond
Engineer's Project No. 12-036

Dear Ms. Fleet:

Please find below a cost estimate of the on-site improvements for the Magnolia Point Golf & Country Club Phase VIII-B (Oglebay Drive) project in accordance with engineering plans on file with City of Green Cove Springs.

COST ESTIMATE SUMMARY

Description	Quantity	Unit	Unit Cost	Cost
8" Sewer 0-6'	1,329.00	LF	$ 18.00	$ 23,922.00
Sewer Manhole 4-6'	6.00	EA	$ 1,900.00	$ 11,400.00
Sewer Services	32.00	EA	$ 600.00	$ 19,200.00
			Total Sanitary Sewer:	$ 54,522.00
8" Water Main	1,400.00	LF	$ 18.00	$ 25,200.00
8" Gate Valve (water)	3.00	EA	$ 1,050.00	$ 3,150.00
Fire Hydrant & Valve	2.00	EA	$ 2,900.00	$ 5,800.00
Flushing Hydrant	1.00	EA	$ 500.00	$ 500.00
Water Service	32.00	EA	$ 360.00	$ 11,520.00
8" Reclaim Water Main	1,420.00	LF	$ 18.00	$ 25,560.00
8" Gate Valve (reclaim)	2.00	EA	$ 1,050.00	$ 2,100.00
Reclaim Water Service	32.00	EA	$ 370.00	$ 11,840.00
Total Water & Reclaim Water:				$ 85,670.00
			Total Construction Cost:	$ 140,192.00
			Bond Amount (15% of Total Construction Cost):	**$ 21,028.80**

NORTH FLORIDA ENGINEERING SERVICES, INC.
263 River Hills Dr, Jacksonville, FL 32216 //ph (904) 737-0971 //fax (904) 396-5372 //email info@nfes.net //web www.NFES.net

Please let me know if you have any questions or comments.

Sincerely,

MICHAEL R. LIGHT LICENSE No 70690 STATE OF FLORIDA PROFESSIONAL ENGINEER 2-4-16

Michael R. Light, P.E.
Vice President
Email - mike.nfes@gmail.com

JOINDER AND CONSENT TO THE PLAT FOR MAGNOLIA POINT GOLF AND COUNTRY CLUB PHASE VIII-B

KNOW ALL MEN BY THESE PRESENTS, that Medley Capital Corporation, a Delaware corporation, ("the Lender"), the owner and holder of the following described mortgage ("the Mortgage").

Mortgage, Security Agreement, Assignment of Rents & Fixtures Filing from DFH LAND, LLC, DFH GREYHAWK LLC, DFH WILDWOOD, LLC, DFH CORONA, LLC, DFH JOHNS LANDING, LLC, DFH MAGNOLIA, LLC and DFH MANDARIN, LLC, each a Florida limited liability company, to Lender, dated September 13, 2013, and recorded September, 19, 2013 in O.R. Book 3578, Page 758; Assignment of Leases and Rents and Security Deposits, dated September 13, 2013, recorded September 19, 2013 in O.R. Book 3578, Page 793; Assignment of Leases and Rents and Security Deposits to Medley Capital Corporation dated September 13, 2013, recorded September 19, 2013 in O.R. Book 3578, Page 1585; Assignment of Leases and Rents and Security Deposits dated June 30, 2014 and recorded July 8, 2014 in O. R. Book 3658, Page 1541; Agreement of Spreader and Modification of Mortgage Security Agreement, Assignment of Rents and Fixture Filing recorded July 8, 2014 in O.R. Book 3658, Page 1608; Modification Agreement dated June 30, 2014, and recorded July 8, 2014 in O.R. Book 3658, Page 1626; Modification Agreement recorded July 8, 2014 in O. R. Book 3658, Page 1650; Spreader Agreement and Modification of Mortgage, Security Agreement, Assignment of Rents and Fixture Filing dated July 29, 2014, recorded July 31, 2014 in O.R. Book 3665, Page 1253; Mortgage Security Agreement, Assignment of Rents and Fixture Filing dated May 29, 2015, recorded June 3, 2015 in O.R. Book 3753, Page 1562; Assignment of Leases and Rents and Security Deposits recorded June 3, 2015 in O. R. Book 3753, Page 1606; Modification Agreement recorded June 3, 2015 in O. R. Book 3753, Page 1639; UCC-1 Financing Statement recorded September 19, 2013 in O.R. Book 3578, Page 1599; Amended UCC-1 Financing Statement recorded July 8, 2014 in O.R. Book 3658, Page 1585, all of the Public Records of Clay County, Florida, hereby joins in and consents to the terms, conditions and dedications of that certain Plat for MAGNOLIA POINT GOLF AND COUNTRY CLUB PHASE VIII-B ("the "Declarations") by DFH MAGNOLIA, LLC, a Florida limited liability company, to which Declaration this joinder is attached for the purpose of acknowledging its consent to the covenants, conditions, restrictions, and easements of the Declaration and the imposition of the same upon the property subject to the Mortgage.

IN WITNESS WHEREOF, the Lender has caused this presents to be executed as of the 26 day of January, 2016.

Witnesses:

First Witness

Nikita Paul

Print Name

Medley Capital Corporation,
a Delaware corporation

By:

Name: Richard Allorto

Its: Chief Financial Officer

Second Witness

Lindsey Fennell

Print Name

STATE OF NEW YORK
COUNTY OF New York

The foregoing instrument was acknowledged before me on this 26th day of January, 2016, before me personally appeared Richard Allorto, as Chief Financial Officer of Medley Capital Corporation, on behalf of said corporation.

WITNESS my signature and official seal at 375 Park Ave, in the County and State aforesaid, the day and year last aforementioned.

NOTARY PUBLIC – State of New York

My Commission Expires: 6/17/2017

Rachel Cross

Print Name

Personally known ☑ OR Produced identification ☐
Type of Identification Produced _____

Rachel Cross
Notary Public, State of New York
No. 01CR6284283
Qualified in New York County
My Commission Expires June 17, 2017

CR

JOINDER AND CONSENT TO THE PLAT FOR
MAGNOLIA POINT GOLF AND COUNTRY CLUB PHASE VIII-B

KNOW ALL MEN BY THESE PRESENTS, that Texas Capital Bank, National Association, a national banking association, ("the Lender"), the owner and holder of the following described loan documents ("the Loan Documents").

Amended and Restated Mortgage, Security Agreement, Assignment of Rents, Fixture Filing and Spreader Agreement from DFH LAND, LLC, DFH GREYHAWK LLC, DFH WILDWOOD, LLC, DFH CORONA, LLC, DFH JOHNS LANDING, LLC, DFH MAGNOLIA, LLC and DFH MANDARIN, LLC, each a Florida limited liability company, to Lender,, dated June 30, 2014, recorded on July 8, 2014, recorded in O.R. Book 3658, page 1546; Mortgage Modification Agreement and Notice of Future Advances dated January 28, 2015 recorded February 2, 2015 O.R. Book 3716, Page 53; Mortgage, Security Agreement, Assignment of Rents, Fixture Filing dated June 22, 2015, recorded on June 25, 2015, recorded in O.R. Book 3760, Page 1312; Mortgage Modification Agreement and Notice of Future Advances dated October 15, 2015 recorded October 20, 2015 O.R. Book 3797, Page 1415; Mortgage Modification Agreement and Notice of Future Advances dated November 12, 2015 recorded November 17, 2015 O.R. Book 3806, Page 304; all of the Public Records of Clay County, Florida, hereby joins in and consents to the terms, conditions and dedications of that certain Plat for MAGNOLIA POINT GOLF AND COUNTRY CLUB PHASE VIII-B ("the "Declarations") by DFH MAGNOLIA, LLC, a Florida limited liability company, to which Declaration this joinder is attached for the purpose of acknowledging its consent to the covenants, conditions, restrictions, and easements of the Declaration and the imposition of the same upon the property subject to the Mortgage.

(*Signature page follows*)

15th IN WITNESS WHEREOF, the Lender has caused this presents to be executed as of the day of January, 2016.

Witnesses:

First Witness
Danielle Poole
Print Name

Second Witness
Tatiana Tardy

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: Margaret Noles
Name:
Its: **Margaret Noles**
Vice President

STATE OF TEXAS

COUNTY OF Harris

The foregoing instrument was acknowledged before me on this 15 day of January, 2016, before me personally appeared Margaret Noles, as Vice President of TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, as Administrative Agent, on behalf of said corporation.

WITNESS my signature and official seal at Houston, in the County and State aforesaid, the day and year last aforementioned.

NOTARY PUBLIC – State of Texas
Cheryl Shelby
Print Name

My Commission Expires: 4/8/18

Personally known ☒ OR Produced identification ☐
Type of Identification Produced _____

CHERYL SHELBY
Notary Public, State of Texas
Comm. Expires 04-08-2018
Notary ID 12977802-5

Fidelity National Title Insurance Company

January 14, 2016

Addressee: Town of Orange Park
c/o T.C. Amato
Planning & Zoning
2042 Park Avenue
Orange Park, Florida 32073

PLAT CERTIFICATION REPORT

Revised: Revision #2 1/12/2016

Proposed Plat of: Magnolia Point Golf and Country Club Phase VIII-B

In accordance with Section 177.041, Florida Statues this will certify that Fidelity National Title Insurance Company has made a search of Public Records of Clay County, Florida, through January 08, 2016 at 5:00 PM on real property described and shown on the proposed plat which description reads as follows:

See Exhibit A attached hereto for Legal Description

As of the effective date of this report, the record title to the land described and shown on the proposed plat is in the name of DFH Magnolia, LLC, a Florida limited liability company

The search has revealed the following:

1. Ordinance of Annexation recorded in Official Records Book 917, Page 486.

2. Clay Electric Cooperative Distribution Right of Way Easement recorded in Official Records Book 947, page 418.

3. Easements reserved in Special Warranty Deed recorded in Official Records Book 1268, page 47.

4. Restrictions, covenants, conditions contained in that Special Warranty Deed recorded in Official Records Book 1966, Page 665, re-recorded in Official Records Book 1995, Page 545.

5. Assignment of Development Rights recorded in Official Records Book 1966, page 711.

6. Grant of Easement in favor of Comcast of Greater Florida/Georgia, Inc. recorded in Official Records Book 2290, page 2119.

7. Amended and Restated Mortgage, Security Agreement, Assignment of Rents, Fixture File and Spreader Agreement dated June 30, 2014 in favor of Texas Capital Bank, National Association and recorded July 8, 2014 in Official Records Book 3658, page 1546; as affected by the Mortgage Modification Agreement and Notice of Future Advance dated January 28, 2015 recorded February 2, 2015 in Official Records Book 3716, page 53, Public Records of Clay County, Florida;

8. Assignment of Leases and Rents and Security Deposits from Dream Finders Homes, LLC, to Medley Capital Corporation, dated September 13, 2013 and recorded September 19, 2013 at 1:59 pm in O.R. Book 3578, page 1585 of the Public Records of Clay County, Florida, and as assigned to Texas Capital Bank, National Association, as Administrative Agent, by virtue of Assignment of Assignment of Leases and Rents and Security Deposits dated June 30, 2014 and recorded July 8, 2014 in O.R. Book 3658, page 1541 in Clay County, Florida

9. Financing Statement UCC-1 from Dream Finders Homes, LLC, as Debtor, to Medley Capital Corporation, as agent, as Secured Party, recorded September 19, 2013 at 1:59 pm in OR. Book 3578, page 1599 of the Public Records of Clay County, Florida, and as assigned to Texas Capital Bank, National Association, as Administrative Agent, by virtue of Amendment of Financing Statement UCC-1 recorded July 8, 2014 in OR. Book 3658, page 1585 in Clay County, Florida.

10. Mortgage, Security Agreement, Assignment of Rents and Fixture Filing from DFH Land, LLC, DFH Greyhawk, LLC, DFH Wildwood, LLC, DFH Corona, LLC, DFH Johns Landing, LLC, DFH Magnolia, LLC, and DFH Mandarin, LLC, to Medley Capital Corporation, dated September 13, 2013 and recorded September 19, 2013 at 8:55 am in O.R. Book 3578, page 758 of the Public Records of Clay County, Florida, as subordinated by Subordination Agreement by and between Texas Capital Bank, National Association, in its capacity as administrative agent, and Medley Capital Corporation, dated June 30, 2014 and recorded July 8, 2014 in OR. Book 3658, page 1586 in Clay County, Florida, and as modified by Agreement of Spreader and Modification of Mortgage, Security Agreement, Assignment of Rents and Fixture Filing, dated June 30, 2014, between DFH Land, LLC, DFH Greyhawk LLC, DFH Wildwood, LLC, DFH Corona, LLC, DFH Johns Landing, LLC, DFH Magnolia,LLC and DFH Mandarin, LLC, and Medley Capital Corporation, recorded July 8, 2014 in O.R. Book 3658, page 1608, Clay County, Florida, and as modified by Modification Agreement by and between DFH Land, LLC, DFH Greyhawk LLC, DFH Wildwood, LLC, DFH Corona, LLC, DFH Johns Landing, LLC, DFH Magnolia,LLC and DFH Mandarin, LLC, and Medley Capital Corporation, recorded July 8, 2014 in O.R. Book 3658, page 1626, Clay County, Florida, as further affected by the Agreement of Spreader and Modification of Mortgage, Security Agreement, Assignment of Rents and Fixture Filing dated July 29, 2014 in favor of Medley Capital Corporation and recorded July 31, 2014 in Official Records Book 3665, page 1253, Public Records of Clay County, Florida; Modification Agreement dated May 29, 2015 and recorded June 3, 2015 in Official Records Book 3753, page 1639, Public Records of Clay County, Florida.

11. Assignment of Leases and Rents and Security Deposits from DFH Land, LLC, DFH Greyhawk, LLC, DFH Wildwood, LLC, DFH Corona, LLC, DFH Mandarin, LLC, DFH Magnolia, LLC and DFH Johns Landing, LLC, to Medley Capital Corporation, dated September 13, 2013 and recorded September 19, 2013 at 8:55 am in O.R. Book 3578, page 793 of the Public Records of Clay County, Florida, and as modified by Modification Agreement by and between DFH Land, LLC, DFH Greyhawk LLC, DFH Wildwood, LLC, DFH Corona, LLC, DFH Johns Landing, LLC, DFH Magnolia,LLC and DFH Mandarin, LLC, and Medley Capital Corporation, recorded July 8, 2014 in O.R. Book 3658, page 1650, Clay County, Florida,

12. Mortgage, Security Agreement, Assignment of Rents and Fixture Filing dated May 29, 2015 in favor of Medley Capital Corporation and recorded June 3, 2015 in Official

Records Book 3753, page 1562, Public Records of Clay County, Florida; and Assignment of Leases and Rents and Security Deposits recorded June 3, 2015 in Official Records Book 3753, page 1606; Public Records of Clay County, Florida.

13. Mortgage, Security Agreement, Assignment of Rents and Fixture Filing from DFH Land, LLC, DFH Greyhawk, LLC, DFH Wildwood, LLC, DFH Corona, LLC, DFH Johns Landing, LLC, DFH Magnolia, LLC, and DFH Mandarin, LLC, dated June 22, 2015 in favor of Texas Capital Bank, NA, and recorded June 25, 2015 in Official Records Book 3760, page 1312; as affected by the Mortgage Modification Agreement and Notice of Future Advance dated October 15, 2015 and recorded October 20, 2015 in Official Records Book 3797, page 1415; and Mortgage Modification Agreement and Notice of Future Advance dated November 12, 2015 and recorded November 17, 2015 in Official Records Book 3806, page 304, Public Records of Clay County, Florida

14. Notice of Commencement recorded July 13, 2015 in Official Records Book 3766, page 1176.

15. 2015 Real Estate Taxes show unpaid

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

This report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This report is not to be construed as an opinion, warranty, or guarantee of title or other similar assurance, nor as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the above addressee only, and it may not be used or relied upon by any other party.

This report may not be used for the purpose of issuing a title insurance commitment or policy. In accordance with Section 627.7843, Florida Statues the liability the Company may sustain for providing incorrect information in the report shall be the actual loss or damage of the addresses named above, up to a maximum amount of $1,000.00.

File No.: 5479536

By: _____

Authorized Signature

MAGNOLIA POINT GOLF AND COUNTRY CLUB PHASE VIII – B

BEING A PORTION OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 26 EAST, CITY OF GREEN COVE SPRINGS, CLAY COUNTY, FLORIDA

PLAT BOOK ___ PAGE _____

SHEET 1 OF 4 SHEETS

SEE SHEET 2 FOR GENERAL NOTES

CAPTION (05-06-26-015231-019-00)

A tract of land being the same as that certain property described as "Parcel 3: (Portion of Residential Parcel No. F, Part "C")", as recorded in Official Records Book 3469, page 1892 of the Public Records of Clay County, Florida, lying within the Northeast 1/4 of Section 5, Township 6 South, Range 26 East, City of Green Cove Springs, Clay County, Florida and being more particularly described as follows:

BEGIN at the Northwest corner of the plat of Magnolia Point Golf & Country Club Phase V, as recorded in Plat Book 45, pages 35 through 41 of the Public Records of Clay County, Florida, said point also being the Northwest corner of Tract S-1, according to said plat; thence N00°14'40"W, along the West line of the Northeast 1/4 of said Section 5, same also being the East line of those certain properties as described in Official Records Book 3493, page 983 and Official Records Book 3497, page 1400, all of the Public Records of Clay County, Florida, for 721.58 feet to the Northeast corner of said certain property recorded in Official Records Book 3497, page 1400; thence N00°16'55"W, continuing along said West line of the Northeast 1/4 of said Section 5 and along the East line of that certain property as described in Official Records Book 1660, page 1987 of the Public Records of Clay County, Florida, for 286.89 feet; thence N89°39'43"E, leaving said West and East lines, for 155.55 feet to the point of curvature of a curve concave to the Southwest; thence southeasterly along the arc of said curve, having a radius of 152.83 feet, a central angle of 132°08'59", an arc length of 352.49 feet and a chord bearing S24°15'48"E, for 278.39 feet to a non-tangent point; thence S00°17'31"E, for 412.54 feet; thence S16°54'37"E, for 88.09 feet; thence S36°47'56"E, for 351.34 feet; thence S51°18'48"E, for 81.28 feet; thence S30°56'10"E, for 33.35 feet to the Northeast corner of Lot 39, according to aforesaid plat of Magnolia Point Golf & Country Club Phase V; thence along the northerly line of said plat, the following six (6) courses; (1) thence S59°02'43"W, for 161.27 feet; (2) thence S85°59'33"W, for 59.24 feet; (3) thence S89°41'48"W, for 214.46 feet; (4) thence N50°06'23"W, for 131.10 feet; (5) thence N08°09'11"W, for 107.51 feet; (6) thence S89°41'48"W, for 59.87 feet to the POINT OF BEGINNING of the Parcel herein described.

Containing 8.99 acres, more or less.

Said lands situated, lying and being in the City of Green Cove Springs, Clay County, Florida.

CERTIFICATE OF APPROVAL AND ACCEPTANCE

This is to certify that this plat has been accepted and approved by the City Council of the City of Green Cove Springs, Florida, on this _____ day of _____, 2015.

_____
Mayor of the City of
Green Cove Springs

_____
Clerk of the City of
Green Cove Springs

CLERK'S CERTIFICATE

This is to certify that this plat has been approved and that it complies in form with the requirements of Chapter 177 Part I, Florida Statutes and is recorded in Plat Book _____, Pages _____, of the Public Records of Clay County, Florida this _____ day of _____, 2015.

_____
Clerk of the Circuit Court

SURVEYOR'S CERTIFICATE OF REVIEW

The undersigned surveyor hereby certifies that he or she has been retained by the City of Green Cove Springs, Florida to review this plat in accordance with the requirements of Chapter 177.081(1), Florida Statutes and has determined that said plat conforms with the requirements of Chapter 177 Part I, Florida Statutes. The undersigned did not prepare this plat. This certificate is made this _____ day of _____, 2015.

_____
Michael L. Harbert
Professional Surveyor and Mapper, LS 4995
Causseaux, Hewett & Walpole, Inc.
132 NW 76th Drive
Gainesville, Florida 32607
Certificate of Authorization LB 5075

SURVEYOR'S CERTIFICATE

This is to certify that this plat is a true and correct representation of the lands surveyed, platted, and described in the legal description, that the survey was made under the undersigned's responsible direction and supervision, that the survey data complies with all the requirements of Florida Statute Chapter 177 Part I, and that Permanent Reference Monuments (PRM) and lot corners will be monumented in accordance with Chapter 177.091, Florida Statutes and Chapter 5J-17, Florida Administrative Code.

Certified this _____ day of _____, 2015.

_____
Keith J. Bouffard
Professional Land Surveyor License No. LS5172

ADOPTION AND DEDICATION

This is to certify that DFH Magnolia, LLC, a Florida limited liability company (hereinafter, the "Owner") is the lawful owner of the lands described in the caption hereon, known as Magnolia Point Golf and Country Club Phase VIII-B, having caused the same to be surveyed and subdivided. This plat being made in accordance with said survey is hereby adopted as a true and correct plat of those lands. All lanes, drives and courts, together with the unobstructed drainage easements and vegetated natural buffers, shall remain privately owned and the sole and exclusive property of the Magnolia Point Community Association, Inc., a Florida not-for-profit corporation ("Association"), its successors and assigns, except as herein provided.

The Association, its successors and assigns, shall have the right of ingress and egress over all easements designated on this plat for the purpose of constructing or maintaining any roads, utilities, drainage facilities, ponds, ditches or otherwise, except as hereinafter provided.

The Owner, its successors and assigns, does hereby grant to the present and future owners of the lots shown on this plat, and their guests, invitees, domestic help, delivery and pick-up services, fire protection and rescue services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized by said owners to serve the land shown on this plat, holders of mortgage liens on such lands and such other persons as the Owner may, from time to time, designate the non-exclusive and perpetual right of ingress and egress over and across said roads, subject to the preceding provisions. The Owner or Association shall have the unrestricted and absolute right to deny access to any persons (except lot owners, mortgage holders and other authorities authorized by law to have access) who, in the opinion of the Owner or Association may cause a disturbance on any of the lands shown on this plat.

The Owner, its successors and assigns, hereby reserve the right and privilege to grant providers of utilities, easements for the installation and maintenance (including rights of ingress and egress) of such utility improvements that are necessary or beneficial to the future owners of the lands described herein, or to the owners of the adjacent lands.

Those easements designated as "GCS-E", are hereby dedicated to the City of Green Cove Springs, its successors and assigns, for its non-exclusive use for utilities.

In witness thereof, Owner has caused these presents to be signed by its President.

This _____ day of _____, 2015.

Witness:

_____

_____
Print Name

Witness:

_____

_____
Print Name

Owner: DFH Magnolia, LLC

By: _____
Patrick O. Zalupski – President

ACKNOWLEDGEMENT

State of Florida
County of Clay

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by Patrick O. Zalupski – President of DFH Magnolia, LLC, a Florida limited liability company on behalf of DFH Magnolia, LLC. he is personally known to me.

_____
Notary Public, State of Florida

_____
Print Name

My commission expires: _____

CITY ATTORNEY'S CERTIFICATE

This is to certify that this plat has been examined and approved by the City Attorney for the City of Green Cove Springs, Florida, on this _____ day of _____, 2015.

_____
Office of the City Attorney

PREPARED BY:
BARTRAM TRAIL SURVEYING, INC.
CERTIFICATE OF AUTHORIZATION LB #6991
LAND SURVEYORS – PLANNERS – LAND DEVELOPMENT CONSULTANTS
1501 COUNTY ROAD 315 SUITE 106
GREEN COVE SPRINGS, FL 32043
(904) 284-2224 FAX (904) 284-2256

P:\LP15\GREEN PINES\MAG POINT GOLF P VIII-B - PLAT\Plat\956-15-325 MPGCC-PHSE Plat.dwg Monday - Jan 12, 2016 03:41pm By: K.J. Bouffard * Layout: PLAT-01

LIMITATIONS OF LIABILITY

THIS REPORT IS LIMITED IN SCOPE. IT IS NOT A COMMITMENT, ABSTRACT OF TITLE, TITLE OPINION, CERTIFICATE OF TITLE OR PRELIMINARY TITLE REPORT, NOR IS IT A REPRESENTATION OF THE STATUS OF TITLE, AND ITS ACCURACY IS NOT INSURED. WHILE THIS INFORMATION IS BELIEVED TO BE CORRECT, THE COMPANY MAKES NO REPRESENTATIONS AS TO ITS ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU OR ANY THIRD PARTY, DOES NOT INTEND FOR YOU OR ANY THIRD PARTY TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABSTRACTOR OF TITLE. IF IT IS DESIRED THAT LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE. CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT, THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT. IN NO EVENT WILL THE COMPANY, ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, SUBCONTRACTORS OR AGENTS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE OF THE COMPANY, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE.

MITTAUER
& ASSOCIATES, INC.
CONSULTING ENGINEERS &
PROJECT FUNDING SPECIALISTS

580-1 WELLS ROAD
ORANGE PARK, FL 32073
PHONE: (904) 278-0030
FAX: (904) 278-0840
WWW.MITTAUER.COM

January 11, 2016

Mr. Scott Schultz
Assistant Water Utilities Director
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, FL 32043

RE: Final Completion Inspection Summary
Magnolia Point S/D, Phase 8 W&S Inspection
City of Green Cove Springs, Florida
Mittauer & Associates, Inc. Project No. 8905-35-1

Dear Scott:

On January 11, 2016, the water, sewer, and reclaimed water utilities within the subject project limits have been observed by authorized representatives of Owner and Contractor and found to be complete, notwithstanding the items to be completed or corrected, as listed below. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete or remedy work associated with the City's utilities.

As of today's inspection, the following items are to be corrected:

1. Sanitary sewer manhole #27: The manhole top needs to be rotated such that the access hole is above the inverts. From the field investigation, this appears to be approximately 180 degrees of rotation.
2. The callout for the reclaimed water service of Lot 17 is missing from the As-Built drawings

The contractor shall work with the City to complete any other paperwork associated with the utility turn over, such as but not limited to: bill of sale, warranties, etc. The potable water system shall not be placed into service until FDEP clearance is issued.

Sincerely yours,
Mittauer & Associates, Inc.

Wes A. Markham, P.E.
Inspector/Senior Project Manager

WAM

Enclosure

cc: Ray Gauvin (K.T. Carter)
Mike Light (North Florida Engineering Services)
John Landress (Dream Finders Homes)

From: **Scott Schultz** <sschultz@greencovesprings.com>
Date: Tue, Jan 12, 2016 at 1:53 PM
Subject: Re: Magnolia Point Phase VIII.C. Final Inspection (GCS, 8905-35-1)
To: Wes Markham <WMarkham@mittauer.com>
Cc: Mike Light <mike.nfes@gmail.com>, John Landress <John.Landress@dreamfindershomes.com>, "Ray Gauvin (ray@ktcarter.com)" <ray@ktcarter.com>, Greg Bauer <gbauer@greencovesprings.com>

All:

Today, Greg and I inspected the rotation of manhole #27 final section so that the manhole access is centered over the invert. The repair was completed to the City's satisfaction. The City is still waiting on the updated As-Builts, which need to be reviewed by Mittauer and City representatives. However, I have informed GCS Development Services that none of these items should prevent the developer from moving forward with platting and City Council approval.

Regards,

Scott Schultz
Assistant Water Utilities Director
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, FL 32043
(904) 219-7540

On Mon, Jan 11, 2016 at 5:22 PM, Wes Markham <WMarkham@mittauer.com> wrote:

> Scott,
> Please see attached our Final Completion Inspection Summary for Magnolia Point Phase VIII.C. potable water, reclaimed water, and sanitary sewer. Please let me know if you have any comments or questions.
>
> Thanks,
> **WES A. MARKHAM, P.E.**
> **SR. PROJECT MANAGER**
> **MITTAUER & ASSOCIATES, INC.**
> 580-1 Wells Road
> Orange Park, FL 32073
> Office: (904) 278-0030
> Direct: (904) 644-0646
> Cell: (904) 705-3676
> Email: wmarkham@mittauer.com
>
> MITTAUER & ASSOCIATES, INC.
> CONSULTING ENGINEERS &
> PROJECT FUNDING SPECIALISTS

CITY OF GREEN COVE SPRINGS, FLORIDA
STAFF REPORT
FOR MEETING OF FEBRUARY 16, 2016

SUBJECT: Accept grant award and authorize the Mayor to execute contract with the Florida Department of Emergency Management (FDEM) to provide funding for Cove St Drainage Improvements through the Hazard Mitigation Grant Program (HMGP).

SUMMARY: As a result of Tropical Storm Debby in June 2012, Federal Emergency Management Agency (FEMA) hazard mitigation funds were made available through the FDEM. This funding is available to implement measures to reduce or eliminate long-term risk to people and property from natural hazards and their effects.

At the February 5, 2013 meeting, the City Council authorized the submittal of five (5) projects that staff felt were good candidates for the HMGP program. These applications were all submitted on February 15, 2013. All of these projects are listed on the Clay County Local Mitigation Strategy (LMS) adopted by the Clay County Board of County Commissioners on January 29, 2013 as required to qualify for the grant. The purpose of a LMS is to prepare a comprehensive mitigation program to reduce injuries, loss of life, economic impact, and physical damage that can result from natural, societal and technological disasters with an eye towards identifying these potential hazards before they occur, to limit potential damages. This is done by looking at our community infrastructure and determining its risk to potential disasters. Our participation in the LMS provides the City with grant opportunities, such as this one, since we participate in a county-wide plan.

The five stormwater improvement projects that staff submitted for HMGP funding were Cove St, Citizen St, Highland Ave S., Magnolia Ave and MLK Blvd. Three (3) of our projects were recommended to, and approved by, FEMA by the FDEM for funding for Phase I - design. Cove St, MLK Blvd and Citizen St were approved for funding. Each of the three projects has been broken into phases. Phase I covered design, engineering, and permitting. Phase II will cover construction. All three projects were designed, engineered and permitted and submitted to FDEM for Phase I completion. All three projects were reviewed by FDEM and FEMA and approved for Phase II, construction, funding.

Grant awards and agreements have been received for all three projects and are being submitted this evening under separate legislative items for acceptance and approval by Council. The construction timeframes for all three projects will run concurrently and must be complete by February 28, 2017.

FISCAL IMPACT: Funding for construction of the Cove St project is available in the approved FY 2016 Capital Improvement Plan budget. The total budget for this project is $42,995, of which the HMGP grant will reimburse $32,246 (75%).

RECOMMENDATION: Accept the grant award and authorize the Mayor to execute contract with the Florida Department of Emergency Management (FDEM) for funding under the FEMA Hazard Mitigation Grant Program (HMGP) for FDEM Project Number 4068-30-A, Cove St Drainage Improvements Phase II as attached.

MOTION: **Accept the Grant Award and Authorize the Mayor to execute the attached contract and associated certifications and assurances with the Florida Department of Emergency Management (FDEM) for funding under the FEMA Hazard Mitigation Grant Program (HMGP) for FDEM Project Number 4068-30-A, Cove St Drainage Improvements Phase II.**

RECOMMENDED BY:

Mike Null
Assistant City Manager / Public Works Director

APPROVED BY:

Danielle J. Judd
City Manager

Agreement Number: 16HM-6B-04-20-02-___

Project Number: 4068-30-A

FEDERALLY–FUNDED SUBGRANT AGREEMENT

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

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

(1) SCOPE OF WORK

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

(2) INCORPORATION OF LAWS, RULES, REGULATIONS, AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties, and shall end February 28, 2017, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement

(4) MODIFICATIONS OF CONTRACT

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.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the Federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Educations, Hospitals, and Other Non-Profit Organizations," and either OMB Circular No. A-87, "Cost

Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all sub-contractors and consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at $5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing of the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors of 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.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 pm., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Division with records, reports and financial statements upon request for the purpose of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends $500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in

accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph (6)(d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than $500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320(d) OMB Circular A-133, as revised, by or on behalf of the Recipient to:
The Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

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

And to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f) OMB Circular A-133, as revised.

(f) Pursuant to Section .320(f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the auditor to the Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.

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

(j) The Recipient shall have all audits completed by an independent certified public Accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA 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 Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all sub-recipients and subcontractors in completing the work described in the Scope of Work and the expenditures of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates of each quarter of the program year are March 31, June 30, September 30, and December 31.

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

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

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

(f) The Recipient shall provide additional reports and information identified in Attachment D.

(8) MONITORING

The 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.

In addition to reviews of audits conducted in accordance with Paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The 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 Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Florida Statutes; the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and 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, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, 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 of 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 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.

(10) 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, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waving the right to exercise such remedies, and without becoming liable to make any further payment:

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

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES

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

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in Paragraph (13) 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 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 limited to:

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

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

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

4. Require the 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;

(g) 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 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 Recipient.

(12) TERMINATION

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

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

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

(13) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division Community Program Manager for this Agreement is:

Ms. Kathleen Marshall
Bureau of Mitigation
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: (850) 922-5944
Fax: (850) 922-1259
Email: kathleen.marshall@em.myflorida.com

(c) The name and address of the Division contract manager for this Agreement is:

Mr. Chad Smith
Bureau of Mitigation
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: (850) 487-3219
Fax: (850) 922-1259
Email: chad.smith@em.myflorida.com

(d) The name and address of the Representatives of the Recipient responsible for the administration of this Agreement is:

Mr. Mike Null
Public Works Director
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, Florida 32043
Telephone: (904) 297-7500, Ext. 2216
Fax: (904) 284-8609
Email: mnull@greencovesprings.com

(e) 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 as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontract 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 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. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the 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.

(15) TERMS AND CONDITIONS

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

(16) 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:

Exhibit 1 – Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Statement of Assurances

Attachment D – Request for Advance or Reimbursement

Attachment E – Justification of Advance

Attachment F – Quarterly Report Form

Attachment G – Warranties and Representations

Attachment H – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Attachment I – Federal Funding Accountability and Transparency Act Instruction and Worksheet

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **$32,246.00**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181 (16), Florida Statutes, and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, and advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. 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 the 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 advance payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoices 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 contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph (7) of this Agreement.

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 (19) (h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(18) REPAYMENTS

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, Florida 32399-2100

In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, 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.

(19) 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 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 is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the 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) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 United States Code (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.

(f) 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 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government of 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:

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

2. 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 statute or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (19)(g)2 of this certification; and

4. 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.

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

In addition, the 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 Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) 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 Chapter 216, Florida Statutes or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statues, which the Recipient created or received under this Agreement.

(l) If the 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.

(m) 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 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.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

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

(20) LOBBYING PROHIBITION

(a) 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.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the 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.

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, and 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 Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbing Activities."

3. The Recipient shall require that this certification be included in the award documents for all sub-awards (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose.

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.C. 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.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the 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 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 Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the 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 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 subparagraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION

The 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 Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

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

RECIPIENT: CITY OF GREEN COVE SPRINGS

By:_____

Name and Title:_____

Date:_____

FEID#:_____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By:_____

Name and Title:_____Bryan W. Koon, Director_____

Date: _____

EXHIBIT – 1

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

Federal Program: ***Federal Emergency Management Agency: Hazard Mitigation Grant***
Catalog of Federal Domestic Assistance Number: ***97.039***
Amount of Federal Funding: **$32,246.00**

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

- **OMB Circular A-110 Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations**
- **OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments**
- **OMB Circular A-87 Cost Principles for State and Local Governments**
- **OMB Circular A-21 Cost Principles for Educational Institutions**
- **OMB Circular A-133 Audits of State, Local Governments, and Non Profit Organizations**

Commonly Applicable Statutes and Regulations

- **The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities**
- **Sections 1361(A) of the National Flood Insurance Act of 1968 (NFIA, or "the Act"), 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264**
- **Title 44 of the Code of Federal Regulations (CFR)**
- **44 CFR Part 80 Property Acquisition and Relocation of Open Space**
- **44 CFR Part 10 Environmental Considerations**
- **44 CFR Part 13 Uniform Administrative Requirements for Grants and cooperative Agreements to State and Local Governments**
- **31 CFR Part 205 Rules and Procedures for Funds Transfers**

Federal Program:
List applicable compliance requirements as follows:

1. **Recipient is to use funding to perform the following eligible activities:**
    - **Localized Minor Drainage Improvement**
2. **Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.**

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work (SOW) is to improve drainage in the City of Green Cove Springs, Clay County, Florida; funded through the Hazard Mitigation Grant Program (HMGP) **DR-4068-30-R** as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Recipient, City of Green Cove Springs, agrees to administer and complete the project per sealed engineering designs and construction plans as submitted by the Recipient and subsequently approved by the Division and FEMA. The 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 Recipient proposes to improve the drainage on South Cypress Avenue and Cove Street located in the City of Green Cove Springs, Clay County, Florida. Project activities will be located at the intersection of South Cypress Avenue and Cove Street and continue approximately 100 feet of west of the intersection along Cove St. and approximately 30 feet of south of the intersection along South Cypress Ave.

The Phase II – Construction scope of work includes installing three storm water structures and reinforced concrete pipe in order to capture the runoff at the intersection of South Cypress Avenue and Cove Street in Green Cove Springs, Florida. The restoration of the roadway and surrounding area is necessary to complete the project.

The project shall provide protection against a 10 -year storm event.

TASKS & DELIVERABLES:

A) Tasks

1) The 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 Recipient shall select the qualified, licensed Florida contractor in accordance with the 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 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 Recipient and subsequently approved by the Division and FEMA.

   The 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 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 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 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 Recipient.

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

2) The Recipient shall monitor and manage the installation to improve the drainage and provide flood protection

The project shall be implemented in accordance with sealed engineering designs and construction plans previously presented to the Division by the Recipient and subsequently approved by the Division and FEMA. The Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by a qualified engineer. The Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county 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 Recipient prior to Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the 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 for closeout shall include:

a) Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and electronic version (via email or CD); and

b) 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;

c) Letter from the Recipient stating if prehistoric or historic artifacts were discovered within the project area. If a discovery was made, the Recipient must also provide documentation from the State Historic Preservation Officer (SHPO) and FEMA confirming that construction can continue after discovery.

d) Proof of compliance with Project Requirements and Conditions contained herein.

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

The Recipient shall maintain accurate time records. The 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 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. Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The 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 Recipient. Quarterly reports shall be submitted by the Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The 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, sealed engineering designs, and construction plans. The requests for reimbursement shall include:

1. 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;
2. Proof of payment from the Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
3. Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount;

The 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 drainage improvements in order to capture runoff at the intersection of on South Cypress Avenue and Cove Street in Green Cove Springs, Florida.

The completed project shall provide protection against a 10-year storm event.

Provided the Recipient performs in accordance with the Scope of Work outlined in this Agreement,

the Division shall reimburse the Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The 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 Recipient shall submit a final signed and sealed 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, if any.
3) The Recipient shall provide a copy of the Notice of commencement, and any local official Inspection Report and/or Final approval, as applicable.
4) The Recipient shall submit a certified letter of completion from Engineer of Record. The 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.
5) If the Recipient is not the current title holder of the affected properties, the Recipients shall provide documentation confirming the property acquisition and easement rights were obtained voluntarily. If condemnation or eminent domain is used to obtain easement rights, FEMA shall not pay for any associated costs or payments to the property owner. Furthermore, FEMA shall not consider it an eligible contribution to the non-Federal cost share requirement and shall not financially participate in that component of a project if land or easements are obtained involuntarily.

D) Environmental:

1) 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 work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies shall be redone.
2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.
3) The Recipient shall monitor ground disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

   If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the project shall cease all activities involving subsurface disturbance in the immediate vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850-_245-6333). Project activities shall not resume without verbal and/or written authorization from the SHPO, the Division, and FEMA.

   In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with ***Florida***

Statutes, Section 872.05.

4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E. Programmatic:

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
2) The Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
3) The 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) Any extension of the Period of Performance shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
5) The Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

This is FEMA Project Number **4068-30-R,** is funded under HMGP-4068-DR-FL.

The project was awarded by FEMA on ***October 21, 2015*** and shall begin upon execution of the Sub-grantee Agreement. The Period of Performance (POP) for this project shall end on ***February 28, 2017.***

FINANCIAL CONSEQUENCES:

If the 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 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 Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

SCHEDULE OF WORK:

Phase II–

Construction Plan/Technical Specifications::	2	Months
Bidding:	2	Months
Construction :	9	Months
Final Inspection/Closeout:	2	Months
Total Period of Performance:	**15**	**Months**

BUDGET:

Line Item Budget*

Phase II	**Project Costs**	**Federal Share**	**Local Share**
Materials:	$23,330.00	$17,497.00	$5,833.00
Labor:	$11,665.00	$8,749.00	$2,916.00
Fees:	$8,000.00	$6,000.00	$2,000.00
Total Project Costs:	**$ 42,995.00**	**$ 32,246.00**	**$ 10,749.00**

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

Funding Summary

Federal Share:	$32,246.00	(75%)
Local Share:	$10,749.00	(25%)
Total Project Cost:**	**$ 42,995.00**	**(100.0%)**

Attachment B

Program Statutes and Regulations

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

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Long-term Recovery Guidance; and

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Recipient must comply with the following:

The 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 Recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The 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 Recipient and any land use permitted by or engaged in by the 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 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 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 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, than the Recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

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

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

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

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

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

(1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty days prior to the project expiration date.

STATEMENT OF ASSURANCES

The 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) OMB Circulars A-21, A-87, A-110, A-122
(5) Chapter 473, Florida Statutes
(6) Chapter 215, Florida Statutes
(7) Section 768.28, Florida Statutes
(8) Chapter 119, Florida Statutes
(9) Section 216.181(6), Florida Statutes
(10) Cash Management Improvement Act Of 1990

(11) American with Disabilities Act
(12) Section 112.061, Florida Statutes
(13) Immigration and Nationality Act
(14) Section 286.011, Florida Statues
(15) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule
(16) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(17) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(18) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(19) 28 CFR applicable to grants and cooperative Agreements
(20) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(21) 42 U.S.C. 3789(d) or Victims of Crime Act (as appropriate)
(22) Section 504 of the Rehabilitation Act of 1973, as amended
(23) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(24) 28 CFR, Part 42, Subparts C, D, E, and G
(25) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
(26) 42 U.S.C. 5154a
(27) 44 CFR, Part 60.3 and City/County Ordinance

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the 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 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 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 be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All 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 Recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All 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 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 Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is

used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

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

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

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

(k) It will require every building or facility(other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.

(4) When any of the Recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the 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 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 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 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 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 Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.

(6) The 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 Recipient acknowledges that FEMA may require the Recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Recipient further acknowledges that FEMA may require the Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes

consultation with the SHPO. The Recipient also acknowledges that FEMA will require, and the Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The 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 Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.

(m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;

(u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626

(v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;

(x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;

(y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;

(aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;

(cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;

(gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and

(hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.

(ii) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the 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 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 Recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

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

(12) Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION GRANT PROGRAM FUNDS

RECIPIENT NAME: City of Green Cove Springs

REMIT ADDRESS: _____

CITY, STATE, ZIP CODE: _____

PAYMENT #: _____ CONTRACT #: 16HM-6B-04-20-02-___

FEMA TRACKING #: 4068-30-A INVOICE PERIOD: _____ to _____

Eligible Amount 100%	Obligated Federal __%	Obligated Non-Federal __%	Previous Payments	Current Request	DEM Use Only	
					Approved	Comments

TOTAL CURRENT REQUEST: $_____

I certify that to the best of my knowledge and belief the above accounts are correct, and that all disbursements were made in accordance with all conditions of the Division agreement and payment is due and has not been previously requested for these amounts.

RECIPIENT SIGNATURE: _____

NAME AND TITLE: _____ DATE: _____

APPROVED PROJECT TOTAL $_____

ADMINISTRATIVE COST $_____

APPROVED FOR PAYMENT $_____

_____
GOVERNOR'S AUTHORIZED REPRESENTATIVE

_____
DATE

Attachment D
(Continued)

DIVISION OF EMERGENCY MANAGEMENT

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

RECIPIENT: City of Green Cove Springs DISASTER #: 4068

CONTRACT #: 16HM-6B-04-20-02-___ FEMA TRACKING #: 4068-30-A

Applicant's Reference No. (Warrant, Voucher, Claim check, or Schedule No.)	Date of delivery of articles, completion of work or performance services.	DOCUMENTATION List documentation (applicant's payroll, material out of applicant's stock, applicant owned equipment and name of vendor or contractor) by category and line item in the approved project application and give a brief description of the articles or services.	Applicant's Eligible Costs 100%
		TOTAL	

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT: City of Green Cove Springs

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

[___] ADVANCE REQUESTED

Advance payment of $_____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

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

ESTIMATED EXPENSES

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

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

Attachment F

DIVISION OF EMERGENCY MANAGEMENT
HAZARD MITIGATION GRANT PROGRAM
QUARTERLY REPORT FORM

RECEIPT City of Green Cove Springs PROJECT #: 4068-30-A

PROJECT TYPE: Drainage, Phase II CONTRACT#: 16HM-6B-04-20-02-___

DISASTER NUMBER: 4068 QUARTER ENDING: _____

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

Provide reimbursement projections for this project:

July-Sep 20__$_____ Oct-Dec 20__$_____ Jan-Mar 20__$_____ Apr-June 20__$_____
July-Sep 20__$_____ Oct-Dec 20__$_____ Jan-Mar 20__$_____ Apr-June 20__$_____

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

Project Proceeding on Schedule: [___] Yes [___] No

Describe milestones achieved during this quarter:

_____

_____

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

_____

_____

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

_____

_____

Cost Status: : [___] Cost Unchanged [___] Under Budget [___] Over Budget

Additional Comments/Elaboration:

_____

_____

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

Name and Phone Number of Person Completing This Form _____

Attachment G

Warranties and Representations

Financial Management

Recipient's financial management system must provide for the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program.

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all such assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Recipient.

Business Hours

The 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 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

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

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Contractor Covered Transactions

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

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

CONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of Green Cove Springs
Recipient's Name

16HM-6B-04-20-02-___
DEM Contract Number

4068-30-A
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 #: 4068-30-A
FUNDING AGENCY: Federal Emergency Management Agency
AWARD AMOUNT: $32,246.00
OBLIGATION/ACTION DATE: October 21, 2015
SUBAWARD DATE (if applicable):
DUNS# *: 073219297
DUNS+4#: NA

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

BUSINESS NAME: City of Green Cove Springs
DBA NAME (IF APPLICABLE): NA
PRINCIPAL PLACE OF BUSINESS ADDRESS:
ADDRESS LINE 1: 321 Walnut Street

CITY: Green Cove Springs STATE: FL ZIP CODE+4**: 32043-3441

PARENT COMPANY DUNS# (IF APPLICABLE): NA
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): 97.039
DESCRIPTION OF PROJECT (UP TO 4000 CHARACTERS)

As a Hazard Mitigation Grant Program project, the Recipient proposes to improve the drainage on South Cypress Avenue and Cove Street located in the City of Green Cove Springs, Clay County, Florida. Project activities will be located at the intersection of South Cypress Avenue and Cove Street and continue approximately 100 feet west of the intersection along Cove Street and 30 feet south of the intersection along South Cypress Avenue.

The Phase II Construction scope of work includes installing three (3) stormwater structures and reinforced concrete pipe in order to capture the runoff at the intersection of Cypress Avenue and Cove Street in Green Cove Springs, Florida. The restoration of the roadway and surrounding area is necessary to complete the project.

The project shall provide protection against a 10 year storm event.

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

ADDRESS LINE 1:
ADDRESS LINE 2:
ADDRESS LINE 3: 321 Walnut Street
CITY: Green Cove Springs STATE: FL ZIP CODE+4**: 32043-3441

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE: 3rd

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

EXECUTIVE COMPENSATION INFORMATION:

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

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

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

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

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

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

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

i. Salary and bonus.

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

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:_____

CITY OF GREEN COVE SPRINGS, FLORIDA
STAFF REPORT
FOR MEETING OF FEBRUARY 16, 2016

SUBJECT: Accept grant award and authorize the Mayor to execute contract with the Florida Department of Emergency Management (FDEM) to provide funding for MLK Blvd Drainage Improvements through the Hazard Mitigation Grant Program (HMGP).

SUMMARY: As a result of Tropical Storm Debby in June 2012, Federal Emergency Management Agency (FEMA) hazard mitigation funds were made available through the FDEM. This funding is available to implement measures to reduce or eliminate long-term risk to people and property from natural hazards and their effects.

At the February 5, 2013 meeting, the City Council authorized the submittal of five (5) projects that staff felt were good candidates for the HMGP program. These applications were all submitted on February 15, 2013. All of these projects are listed on the Clay County Local Mitigation Strategy (LMS) adopted by the Clay County Board of County Commissioners on January 29, 2013 as required to qualify for the grant. The purpose of a LMS is to prepare a comprehensive mitigation program to reduce injuries, loss of life, economic impact, and physical damage that can result from natural, societal and technological disasters with an eye towards identifying these potential hazards before they occur, to limit potential damages. This is done by looking at our community infrastructure and determining its risk to potential disasters. Our participation in the LMS provides the City with grant opportunities, such as this one, since we participate in a county-wide plan.

The five stormwater improvement projects that staff submitted for HMGP funding were Cove St, Citizen St, Highland Ave S., Magnolia Ave and MLK Blvd. Three (3) of our projects were recommended to, and approved by, FEMA by the FDEM for funding for Phase I - design. Cove St, MLK Blvd and Citizen St were approved for funding. Each of the three projects has been broken into phases. Phase I covered design, engineering, and permitting. Phase II will cover construction. All three projects were designed, engineered and permitted and submitted to FDEM for Phase I completion. All three projects were reviewed by FDEM and FEMA and approved for Phase II, construction, funding.

Grant awards and agreements have been received for all three projects and are being submitted this evening under separate legislative items for acceptance and approval by Council. The construction timeframes for all three projects will run concurrently and must be complete by February 28, 2017.

FISCAL IMPACT: Funding for construction of the MLK Blvd project is available in the approved FY 2016 Capital Improvement Plan budget. The total budget for this project is $54,865, of which the HMGP grant will reimburse $41,149 (75%).

RECOMMENDATION: Accept the grant award and authorize the Mayor to execute contract with the Florida Department of Emergency Management (FDEM) for funding under the FEMA Hazard Mitigation Grant Program (HMGP) for FDEM Project Number 4068-31-A, MLK Blvd Drainage Improvements Phase II as attached.

MOTION:	**Accept the Grant Award and Authorize the Mayor to execute the attached contract and associated certifications and assurances with the Florida Department of Emergency Management (FDEM) for funding under the FEMA Hazard Mitigation Grant Program (HMGP) for FDEM Project Number 4068-31-A, MLK Blvd Drainage Improvements Phase II.**

RECOMMENDED BY:

Mike Null
Assistant City Manager / Public Works Director

APPROVED BY:

Danielle J. Judd
City Manager

Agreement Number: 16HM-6B-04-20-02-___

Project Number: 4068-31-A

FEDERALLY–FUNDED SUBGRANT AGREEMENT

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

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

(1) SCOPE OF WORK

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

(2) INCORPORATION OF LAWS, RULES, REGULATIONS, AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties, and shall end February 28, 2017, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement

(4) MODIFICATIONS OF CONTRACT

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.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the Federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Educations, Hospitals, and Other Non-Profit Organizations," and either OMB Circular No. A-87, "Cost

Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all sub-contractors and consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at $5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing of the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors of 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.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 pm., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Division with records, reports and financial statements upon request for the purpose of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends $500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in

accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph (6)(d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than $500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320(d) OMB Circular A-133, as revised, by or on behalf of the Recipient to:
The Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

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

And to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f) OMB Circular A-133, as revised.

(f) Pursuant to Section .320(f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the auditor to the Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.

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

(j) The Recipient shall have all audits completed by an independent certified public Accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA 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 Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all sub-recipients and subcontractors in completing the work described in the Scope of Work and the expenditures of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates of each quarter of the program year are March 31, June 30, September 30, and December 31.

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

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

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

(f) The Recipient shall provide additional reports and information identified in Attachment D.

(8) MONITORING

The 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.

In addition to reviews of audits conducted in accordance with Paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The 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 Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Florida Statutes; the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and 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, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, 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 of 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 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.

(10) 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, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waving the right to exercise such remedies, and without becoming liable to make any further payment:

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

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES

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

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in Paragraph (13) 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 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 limited to:

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

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

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

4. Require the 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;

(g) 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 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 Recipient.

(12) TERMINATION

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

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

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

(13) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division Community Program Manager for this Agreement is:

Ms. Kathleen Marshall
Bureau of Mitigation
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: (850) 922-5944
Fax: (850) 922-1259
Email: kathleen.marshall@em.myflorida.com

(c) The name and address of the Division contract manager for this Agreement is:

Mr. Chad Smith
Bureau of Mitigation
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: (850) 487-3219
Fax: (850) 922-1259
Email: chad.smith@em.myflorida.com

(d) The name and address of the Representatives of the Recipient responsible for the administration of this Agreement is:

Mr. Mike Null
Public Works Director
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, Florida 32043
Telephone: (904) 297-7500, Ext. 2216
Fax: (904) 284-8609
Email: mnull@greencovesprings.com

(e) 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 as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontract 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 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. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the 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.

(15) TERMS AND CONDITIONS

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

(16) 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:

Exhibit 1 – Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Statement of Assurances

Attachment D – Request for Advance or Reimbursement

Attachment E – Justification of Advance

Attachment F – Quarterly Report Form

Attachment G – Warranties and Representations

Attachment H – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Attachment I – Federal Funding Accountability and Transparency Act Instruction and Worksheet

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **$41,149.00**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181 (16), Florida Statutes, and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, and advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. 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 the 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 advance payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoices 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 contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph (7) of this Agreement.

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 (19) (h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(18) REPAYMENTS

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, Florida 32399-2100

In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, 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.

(19) 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 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 is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the 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) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 United States Code (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.

(f) 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 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government of 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:

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

2. 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 statute or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (19)(g)2 of this certification; and

4. 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.

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

In addition, the 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 Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) 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 Chapter 216, Florida Statutes or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statues, which the Recipient created or received under this Agreement.

(l) If the 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.

(m) 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 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.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

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

(20) LOBBYING PROHIBITION

(a) 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.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the 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.

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, and 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 Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbing Activities."

3. The Recipient shall require that this certification be included in the award documents for all sub-awards (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose.

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.C. 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.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the 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 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 Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the 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 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 subparagraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION

The 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 Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

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

RECIPIENT: CITY OF GREEN COVE SPRINGS

By:_____

Name and Title:_____

Date:_____

FEID#:_____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By:_____

Name and Title: Bryan W. Koon, Director

Date: _____

EXHIBIT – 1

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

Federal Program: ***Federal Emergency Management Agency: Hazard Mitigation Grant***
Catalog of Federal Domestic Assistance Number: ***97.039***
Amount of Federal Funding: **$41,149.00**

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

- **OMB Circular A-110 Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations**
- **OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments**
- **OMB Circular A-87 Cost Principles for State and Local Governments**
- **OMB Circular A-21 Cost Principles for Educational Institutions**
- **OMB Circular A-133 Audits of State, Local Governments, and Non Profit Organizations**

Commonly Applicable Statutes and Regulations

- **The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities**
- **Sections 1361(A) of the National Flood Insurance Act of 1968 (NFIA, or "the Act"), 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264**
- **Title 44 of the Code of Federal Regulations (CFR)**
- **44 CFR Part 80 Property Acquisition and Relocation of Open Space**
- **44 CFR Part 10 Environmental Considerations**
- **44 CFR Part 13 Uniform Administrative Requirements for Grants and cooperative Agreements to State and Local Governments**
- **31 CFR Part 205 Rules and Procedures for Funds Transfers**

Federal Program:
List applicable compliance requirements as follows:

1. **Recipient is to use funding to perform the following eligible activities:**
    - **Localized Minor Drainage Improvement**
2. **Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.**

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work (SOW) is to improve drainage in the City of Green Cove Springs, Clay County, Florida; funded through the Hazard Mitigation Grant Program (HMGP) **DR-4068-31-R** as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Recipient, City of Green Cove Springs, agrees to administer and complete the project per sealed engineering designs and construction plans as submitted by the Recipient and subsequently approved by the Division and FEMA. The 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 Recipient proposes to improve the drainage within the area located along Martin Luther King Jr. (MLK) Boulevard in the City of Green Cove Springs, Clay County, Florida 32043. Project activities will be located along MLK Boulevard between Lemon Street to Washington Lane, and on Franklin Street starting at the intersection with MLK Boulevard and continuing south for approximately 60 feet.

The Phase II -Construction scope of work proposes to remove unused driveway culverts and install five (5) stormwater structures and HDPE pipe to capture runoff on MLK Blvd. Two flume inlets will be removed on Franklin Street. This project will include the installation of exfiltration treatment systems in three areas as well as restoration of the roadway and surrounding areas.

The project shall provide protection against a 10-year storm event.

TASKS & DELIVERABLES:

A) Tasks

1) The 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 Recipient shall select the qualified, licensed Florida contractor in accordance with the 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 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 Recipient and subsequently approved by the Division and FEMA.

   The 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 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 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 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 Recipient.

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

2) The Recipient shall monitor and manage the installation to improve the drainage and provide flood protection

The project shall be implemented in accordance with sealed engineering designs and construction plans previously presented to the Division by the Recipient and subsequently approved by the Division and FEMA. The Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by a qualified engineer. The Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county 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 Recipient prior to Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the 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 for closeout shall include:

a) Signed and Sealed As-built project plans (drawings) by Professional of Record, two hard copies and electronic version (via email or CD); and

b) 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;

c) Letter verifying compliance with the National Historic Preservation act, to include if archaeological material or human remains were encountered during project activities, if so, how they were handled.

d) Proof of compliance with Project Requirements and Conditions contained herein.

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

The Recipient shall maintain accurate time records. The 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 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. Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The 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 Recipient. Quarterly reports shall be submitted by the Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The 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, sealed engineering designs, and construction plans. The requests for reimbursement shall include:

1. 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;
2. Proof of payment from the Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
3. Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount;

The 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) <u>Deliverables</u>

Mitigation Activities consist of drainage improvements including the removal of unused driveway culverts and the installation of storm water structures along MLK Boulevard from Lemon Street to Washington Lane in Green Cove Springs, Florida.

The completed project shall provide protection against a 10-year storm event.

Provided the Recipient performs in accordance with the Scope of Work outlined in this Agreement,

the Division shall reimburse the Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The 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 Recipient shall submit a final signed and sealed 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, if any.
3) The Recipient shall provide a copy of the Notice of commencement, and any local official Inspection Report and/or Final approval, as applicable.
4) The Recipient shall submit a certified letter of completion from Professional of Record. The 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.
5) If the Recipient is not the current title holder of the affected properties, the Recipients shall provide documentation confirming the property acquisition and easement rights were obtained voluntarily. If condemnation or eminent domain is used to obtain easement rights, FEMA shall not pay for any associated costs or payments to the property owner. Furthermore, FEMA shall not consider it an eligible contribution to the non-Federal cost share requirement and shall not financially participate in that component of a project if land or easements are obtained involuntarily.

D) Environmental:

1) 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 work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies shall be redone.
2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.
3) The Recipient shall monitor ground disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

   If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the project shall cease all activities involving subsurface disturbance in the immediate vicinity of the discovery. The Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850-245-6333), and the Division's State Environmental Officer within 24 hours of the discovery. Project activities shall not resume without verbal and/or written authorization from the SHPO, the Division, and FEMA.

   In the event that unmarked human remains are encountered during permitted activities, all

work shall stop immediately and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E. Programmatic:

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
2) The Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
3) The 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) Any extension of the Period of Performance shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
5) The Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

This is FEMA Project Number **4068-31-R**, is funded under HMGP-4068-DR-FL.

The project was awarded by FEMA on ***October 21, 2015*** and shall begin upon execution of the Sub-grantee Agreement. The Period of Performance (POP) for this project shall end on ***February 28, 2017.***

FINANCIAL CONSEQUENCES:

If the 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 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 Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

SCHEDULE OF WORK:

Phase II

Construction Plan/Technical Specifications::	2	Months
Bidding:	2	Months
Construction :	8	Months
Final Inspection/Closeout:	2	Months
Total Period of Performance:	**14**	**Months**

BUDGET:

Line Item Budget*

Phase II	**Project Costs**	**Federal Share**	**Local Share**
Construction:	$51,865.00	$38,899.00	$12,966.00
Fees:	$3,000.00	$2,250.00	$750.00
Total Project Costs:	**$ 54,865.00**	**$ 41,149.00**	**$ 13,716.00**

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

Funding Summary

Federal Share:	$41,149.00	(75%)
Local Share:	$13,716.00	(25%)
Total Project Cost:	**$ 54,865.00**	**(100%)**

Attachment B

Program Statutes and Regulations

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

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Long-term Recovery Guidance; and

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Recipient must comply with the following:

The 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 Recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The 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 Recipient and any land use permitted by or engaged in by the 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 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 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 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, than the Recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

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

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

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

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

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

(1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty days prior to the project expiration date.

STATEMENT OF ASSURANCES

The 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) OMB Circulars A-21, A-87, A-110, A-122
(5) Chapter 473, Florida Statutes
(6) Chapter 215, Florida Statutes
(7) Section 768.28, Florida Statutes
(8) Chapter 119, Florida Statutes
(9) Section 216.181(6), Florida Statutes
(10) Cash Management Improvement Act Of 1990

(11) American with Disabilities Act
(12) Section 112.061, Florida Statutes
(13) Immigration and Nationality Act
(14) Section 286.011, Florida Statues
(15) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule
(16) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(17) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(18) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(19) 28 CFR applicable to grants and cooperative Agreements
(20) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(21) 42 U.S.C. 3789(d) or Victims of Crime Act (as appropriate)
(22) Section 504 of the Rehabilitation Act of 1973, as amended
(23) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(24) 28 CFR, Part 42, Subparts C, D, E, and G
(25) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
(26) 42 U.S.C. 5154a
(27) 44 CFR, Part 60.3 and City/County Ordinance

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the 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 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 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 be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All 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 Recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All 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 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 Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is

used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

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

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

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

(k) It will require every building or facility(other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.

(4) When any of the Recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the 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 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 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 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 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 Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.

(6) The 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 Recipient acknowledges that FEMA may require the Recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Recipient further acknowledges that FEMA may require the Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes

consultation with the SHPO. The Recipient also acknowledges that FEMA will require, and the Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The 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 Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.

(m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;

(u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626

(v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;

(x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;

(y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;

(aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;

(cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;

(gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and

(hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.

(ii) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the 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 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 Recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

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

(12) Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION GRANT PROGRAM FUNDS

RECIPIENT NAME: City of Green Cove Springs

REMIT ADDRESS: _____

CITY, STATE, ZIP CODE: _____

PAYMENT #: _____ CONTRACT #: 16HM-6B-04-20-02-___

FEMA TRACKING #: 4068-31-A INVOICE PERIOD: _____ to _____

Eligible Amount 100%	Obligated Federal __%	Obligated Non-Federal __%	Previous Payments	Current Request	**DEM Use Only**	
					Approved	Comments

TOTAL CURRENT REQUEST: $_____

I certify that to the best of my knowledge and belief the above accounts are correct, and that all disbursements were made in accordance with all conditions of the Division agreement and payment is due and has not been previously requested for these amounts.

RECIPIENT SIGNATURE: _____

NAME AND TITLE: _____ DATE: _____

APPROVED PROJECT TOTAL $_____

ADMINISTRATIVE COST $_____

APPROVED FOR PAYMENT $_____

_____
GOVERNOR'S AUTHORIZED REPRESENTATIVE

_____
DATE

Attachment D
(Continued)

DIVISION OF EMERGENCY MANAGEMENT

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

RECIPIENT: City of Green Cove Springs DISASTER #: 4068

CONTRACT #: 16HM-6B-04-20-02-___ FEMA TRACKING #: 4068-31-A

Applicant's Reference No. (Warrant, Voucher, Claim check, or Schedule No.)	Date of delivery of articles, completion of work or performance services.	DOCUMENTATION List documentation (applicant's payroll, material out of applicant's stock, applicant owned equipment and name of vendor or contractor) by category and line item in the approved project application and give a brief description of the articles or services.	Applicant's Eligible Costs 100%
		TOTAL	

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT: City of Green Cove Springs _____

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

[___] ADVANCE REQUESTED Advance payment of $_____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

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

ESTIMATED EXPENSES

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

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

Attachment F

DIVISION OF EMERGENCY MANAGEMENT
HAZARD MITIGATION GRANT PROGRAM
QUARTERLY REPORT FORM

RECEIPT City of Green Cove Springs PROJECT #: 4068-31-A

PROJECT TYPE: Drainage, Phase II CONTRACT#: 16HM-6B-04-20-02-___

DISASTER NUMBER: 4068 QUARTER ENDING: _____

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

Provide reimbursement projections for this project:

July-Sep 20__$_____ Oct-Dec 20__$_____ Jan-Mar 20__$_____ Apr-June 20__$_____
July-Sep 20__$_____ Oct-Dec 20__$_____ Jan-Mar 20__$_____ Apr-June 20__$_____

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

Project Proceeding on Schedule: [___] Yes [___] No

Describe milestones achieved during this quarter:

_____
_____

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

_____
_____

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

_____
_____

Cost Status: : [___] Cost Unchanged [___] Under Budget [___] Over Budget

Additional Comments/Elaboration:

_____
_____

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

Name and Phone Number of Person Completing This Form _____

Attachment G

Warranties and Representations

Financial Management

Recipient's financial management system must provide for the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program.

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all such assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Recipient.

Business Hours

The 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 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

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

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Contractor Covered Transactions

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

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

CONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of Green Cove Springs
Recipient's Name

16HM-6B-04-20-02-___
DEM Contract Number

4068-31-A
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 #: 4068-31-A
FUNDING AGENCY: Federal Emergency Management Agency
AWARD AMOUNT: $41,149.00
OBLIGATION/ACTION DATE: October 21, 2015
SUBAWARD DATE (if applicable):
DUNS# *: 073219297
DUNS+4#: NA

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

BUSINESS NAME: City of Green Cove Springs
DBA NAME (IF APPLICABLE): NA
PRINCIPAL PLACE OF BUSINESS ADDRESS:
ADDRESS LINE 1: 321 Walnut Street

CITY: Green Cove Springs STATE: FL ZIP CODE+4**: 32043-3441

PARENT COMPANY DUNS# (IF APPLICABLE): NA
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): 97.039
DESCRIPTION OF PROJECT (UP TO 4000 CHARACTERS)

As a Hazard Mitigation Grant Program project, the Recipient proposes to improve the drainage within the area along Martin Luther King Jr. (MLK) Boulevard in the City of Green Cove Springs, Clay County, Florida. Project activities will be located along MLK Boulevard between Lemon Street to Worthington Lane, and on Franklin Street starting at the intersection with MLK Boulevard and continuing south for approximately 60 feet.

The Phase II construction scope of work proposes to remove unused driveway culverts and install five (5) stormwater structures and HDPE pipe to capture runoff on MLK Boulevard. Two (2) flume inlets will be removed on Franklin Street. This project will include the installation of exfiltration treatment systems in three areas as well as restoration of the roadway and surrounding areas.

The project shall provide protection against a 10 year storm event.

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

ADDRESS LINE 1:
ADDRESS LINE 2:
ADDRESS LINE 3: 321 Walnut Street
CITY: Green Cove Springs STATE: FL ZIP CODE+4**: 32043-3441

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE: 3rd

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

EXECUTIVE COMPENSATION INFORMATION:

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

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

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

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

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

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

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

i. Salary and bonus.

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

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:_____

CITY OF GREEN COVE SPRINGS, FLORIDA
STAFF REPORT
FOR MEETING OF FEBRUARY 16, 2016

SUBJECT: Accept grant award and authorize the Mayor to execute contract with the Florida Department of Emergency Management (FDEM) to provide funding for Citizen St Drainage Improvements through the Hazard Mitigation Grant Program (HMGP).

SUMMARY: As a result of Tropical Storm Debby in June 2012, Federal Emergency Management Agency (FEMA) hazard mitigation funds were made available through the FDEM. This funding is available to implement measures to reduce or eliminate long-term risk to people and property from natural hazards and their effects.

At the February 5, 2013 meeting, the City Council authorized the submittal of five (5) projects that staff felt were good candidates for the HMGP program. These applications were all submitted on February 15, 2013. All of these projects are listed on the Clay County Local Mitigation Strategy (LMS) adopted by the Clay County Board of County Commissioners on January 29, 2013 as required to qualify for the grant. The purpose of a LMS is to prepare a comprehensive mitigation program to reduce injuries, loss of life, economic impact, and physical damage that can result from natural, societal and technological disasters with an eye towards identifying these potential hazards before they occur, to limit potential damages. This is done by looking at our community infrastructure and determining its risk to potential disasters. Our participation in the LMS provides the City with grant opportunities, such as this one, since we participate in a county-wide plan.

The five stormwater improvement projects that staff submitted for HMGP funding were Cove St, Citizen St, Highland Ave S., Magnolia Ave and MLK Blvd. Three (3) of our projects were recommended to, and approved by, FEMA by the FDEM for funding for Phase I - design. Cove St, MLK Blvd and Citizen St were approved for funding. Each of the three projects has been broken into phases. Phase I covered design, engineering, and permitting. Phase II will cover construction. All three projects were designed, engineered and permitted and submitted to FDEM for Phase I completion. All three projects were reviewed by FDEM and FEMA and approved for Phase II, construction, funding.

Grant awards and agreements have been received for all three projects and are being submitted this evening under separate legislative items for acceptance and approval by Council. The construction timeframes for all three projects will run concurrently and must be complete by February 28, 2017.

FISCAL IMPACT: Funding for construction of the Citizen St project is proposed for FY 2017 in the five-year Capital Improvement Plan budget. The total budget for this project is $504,875, of which the HMGP grant will reimburse $378,656 (75%). The funding source for the City share (25%) is proposed to come from a transfer from the General Fund.

RECOMMENDATION: Accept the grant award and authorize the Mayor to execute contract with the Florida Department of Emergency Management (FDEM) for funding under the FEMA Hazard Mitigation Grant Program (HMGP) for FDEM Project Number 4068-45-A, Citizen St Drainage Improvements Phase II as attached.

MOTION: **Accept the Grant Award and Authorize the Mayor to execute the attached contract and associated certifications and assurances with the Florida Department of Emergency Management (FDEM) for funding under the FEMA Hazard Mitigation Grant Program (HMGP) for FDEM Project Number 4068-45-A, Citizen St Drainage Improvements Phase II.**

RECOMMENDED BY:

Mike Null
Assistant City Manager / Public Works Director

APPROVED BY:

Danielle J. Judd
City Manager

Agreement Number: 16HM-6B-04-20-02-___

Project Number: 4068-45-A

FEDERALLY–FUNDED SUBGRANT AGREEMENT

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

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

(1) SCOPE OF WORK

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

(2) INCORPORATION OF LAWS, RULES, REGULATIONS, AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties, and shall end February 28, 2017, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement

(4) MODIFICATIONS OF CONTRACT

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.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the Federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Educations, Hospitals, and Other Non-Profit Organizations," and either OMB Circular No. A-87, "Cost

Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all sub-contractors and consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at $5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing of the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors of 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.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 pm., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Division with records, reports and financial statements upon request for the purpose of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends $500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in

accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph (6)(d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than $500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320(d) OMB Circular A-133, as revised, by or on behalf of the Recipient to:
The Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

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

And to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f) OMB Circular A-133, as revised.

(f) Pursuant to Section .320(f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the auditor to the Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.

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

(j) The Recipient shall have all audits completed by an independent certified public Accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA 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 Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all sub-recipients and subcontractors in completing the work described in the Scope of Work and the expenditures of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates of each quarter of the program year are March 31, June 30, September 30, and December 31.

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

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

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

(f) The Recipient shall provide additional reports and information identified in Attachment D.

(8) MONITORING

The 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.

In addition to reviews of audits conducted in accordance with Paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The 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 Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Florida Statutes; the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and 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, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, 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 of 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 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.

(10) 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, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waving the right to exercise such remedies, and without becoming liable to make any further payment:

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

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES

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

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in Paragraph (13) 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 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 limited to:

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

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

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

4. Require the 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;

(g) 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 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 Recipient.

(12) TERMINATION

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

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

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

(13) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division Community Program Manager for this Agreement is:

Ms. Kathleen Marshall
Bureau of Mitigation
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: (850) 922-5944
Fax: (850) 922-1259
Email: kathleen.marshall@em.myflorida.com

(c) The name and address of the Division contract manager for this Agreement is:

Mr. Chad Smith
Bureau of Mitigation
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: (850) 487-3219
Fax: (850) 922-1259
Email: chad.smith@em.myflorida.com

(d) The name and address of the Representatives of the Recipient responsible for the administration of this Agreement is:

Mr. Mike Null
Public Works Director
City of Green Cove Springs
321 Walnut Street
Green Cove Springs, Florida 32043
Telephone: (904) 297-7500, Ext. 2216
Fax: (904) 284-8609
Email: mnull@greencovesprings.com

(e) 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 as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontract 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 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. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the 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.

(15) TERMS AND CONDITIONS

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

(16) 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:

Exhibit 1 – Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Statement of Assurances

Attachment D – Request for Advance or Reimbursement

Attachment E – Justification of Advance

Attachment F – Quarterly Report Form

Attachment G – Warranties and Representations

Attachment H – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Attachment I – Federal Funding Accountability and Transparency Act Instruction and Worksheet

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **$378,656.00**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181 (16), Florida Statutes, and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, and advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. 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 the 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 advance payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoices 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 contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph (7) of this Agreement.

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 (19) (h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(18) REPAYMENTS

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, Florida 32399-2100

In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, 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.

(19) 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 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 is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the 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) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 United States Code (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.

(f) 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 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government of 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:

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

2. 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 statute or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (19)(g)2 of this certification; and

4. 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.

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

In addition, the 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 Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) 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 Chapter 216, Florida Statutes or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statues, which the Recipient created or received under this Agreement.

(l) If the 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.

(m) 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 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.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

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

(20) LOBBYING PROHIBITION

(a) 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.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the 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.

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, and 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 Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbing Activities."

3. The Recipient shall require that this certification be included in the award documents for all sub-awards (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose.

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.C. 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.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the 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 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 Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the 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 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 subparagraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION

The 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 Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

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

RECIPIENT: CITY OF GREEN COVE SPRINGS

By:_____

Name and Title:_____

Date:_____

FEID#:_____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By:_____

Name and Title: Bryan W. Koon, Director

Date: _____

EXHIBIT – 1

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

Federal Program: ***Federal Emergency Management Agency: Hazard Mitigation Grant***
Catalog of Federal Domestic Assistance Number: ***97.039***
Amount of Federal Funding: **$378,656.00**

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

- **OMB Circular A-110 Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations**
- **OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments**
- **OMB Circular A-87 Cost Principles for State and Local Governments**
- **OMB Circular A-21 Cost Principles for Educational Institutions**
- **OMB Circular A-133 Audits of State, Local Governments, and Non Profit Organizations**

Commonly Applicable Statutes and Regulations

- **The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities**
- **Sections 1361(A) of the National Flood Insurance Act of 1968 (NFIA, or "the Act"), 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264**
- **Title 44 of the Code of Federal Regulations (CFR)**
- **44 CFR Part 80 Property Acquisition and Relocation of Open Space**
- **44 CFR Part 10 Environmental Considerations**
- **44 CFR Part 13 Uniform Administrative Requirements for Grants and cooperative Agreements to State and Local Governments**
- **31 CFR Part 205 Rules and Procedures for Funds Transfers**

Federal Program:
List applicable compliance requirements as follows:

1. **Recipient is to use funding to perform the following eligible activities:**
   - **Localized Minor Drainage Improvement**
2. **Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.**

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work (SOW) is to improve drainage in the City of Green Cove Springs, Clay County, Florida; funded through the Hazard Mitigation Grant Program (HMGP) **DR-4068-45-R** as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Recipient, City of Green Cove Springs, agrees to administer and complete the project per sealed engineering designs and construction plans as submitted by the Recipient and subsequently approved by the Division and FEMA. The 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 Recipient will implement storm water infrastructure improvements along Citizen St.(from Center Street to Walnut Street), Walnut St.(from Citizen Street to Roberts Street), Roberts St., N.(from Walnut Street to Spruce Street), and Spruce St. (from Roberts Street to Olive Street).

The Phase II - Construction scope of work includes approximately 2700 LF storm pipe replacement as well as the replacement or installation of 9 storm structures (curb inlets, ditch bottom inlets, manholes and conflict structures) to improve the collection and conveyance of surface-water runoff. Connections to existing structures and piping will be required along with modification of the existing structures that are to be replaced and must be removed and hauled from site.

The project shall provide protection against a 10 -year storm event.

TASKS & DELIVERABLES:

A) Tasks

1) The 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 Recipient shall select the qualified, licensed Florida contractor in accordance with the 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 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 Recipient and subsequently approved by the Division and FEMA.

   The 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 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 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 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 Recipient.

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

2) The Recipient shall monitor and manage the installation to improve the drainage and provide flood protection

The project shall be implemented in accordance with sealed engineering designs and construction plans previously presented to the Division by the Recipient and subsequently approved by the Division and FEMA. The Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by a qualified engineer. The Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county 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 Recipient prior to Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the 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 for closeout shall include:

a) Signed and Sealed As-built project plans (drawings) by the Professional Of Record, two hard copies and electronic version (via email or CD); and

b) 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;

c) Letter from the Recipient stating if prehistoric or historic artifacts were discovered within the project area. If a discovery was made, the Recipient must also provide documentation from the State Historic Preservation Officer (SHPO) and FEMA confirming that construction can continue after discovery.

d) Confirmation that Best Management Practices including erosion and sedimentation controls and turbidity controls were utilized.

e) Statement as to if any hazardous materials were found onsite, and if so, how they were handled.

f) Proof of compliance with Project Requirements and Conditions contained herein.

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

The Recipient shall maintain accurate time records. The 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 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. Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The 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 Recipient. Quarterly reports shall be submitted by the Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The 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, sealed engineering designs, and construction plans. The requests for reimbursement shall include:

1. 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;
2. Proof of payment from the Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
3. Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount;

The 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 stormwater infrastructure improvements along Citizen St., Walnut St., Roberts St., N., and Spruce St. including storm pipe replacement as well as the replacement or installation of storm structures to improve the collection and conveyance of surface-water runoff.

The completed project shall provide protection against a 10-year storm event.

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

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The 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 Recipient shall submit a final signed and sealed 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, if any.
3) The Recipient shall provide a copy of the Notice of commencement, and any local official Inspection Report and/or Final approval, as applicable.
4) The Recipient shall submit a certified letter of completion from Engineer of Record. The 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.
5) If the Recipient is not the current title holder of the affected properties, the Recipients shall provide documentation confirming the property acquisition and easement rights were obtained voluntarily. If condemnation or eminent domain is used to obtain easement rights, FEMA shall not pay for any associated costs or payments to the property owner. Furthermore, FEMA shall not consider it an eligible contribution to the non-Federal cost share requirement and shall not financially participate in that component of a project if land or easements are obtained involuntarily.

D) Environmental:

1) 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 work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies shall be redone.
2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.
3) The Recipient shall monitor ground disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

   If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are

encountered at any time within the project site area, the project shall cease all activities involving subsurface disturbance in the immediate vicinity of the discovery. The Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850-245-6333), and the Division's State Environmental Officer within 24 hours. Project activities shall not resume without verbal and/or written authorization from the SHPO, the Division, and FEMA..

In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05.***

4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

5) Best management practices shall be used during project work to minimize soil erosion, sediment migration and turbidity with special focus on work in or around wetlands and other sensitive areas. The Recipient shall ensure the contractor is responsible for erosion and sedimentation controls and turbidity controls.

6) If any asbestos containing material, lead based paint or other hazardous materials are found during remediation or repair activities, the Recipient must comply with all federal, state and local abatement and disposal requirements under the Toxic Substances Control Act (TSCA).

E. <u>Programmatic:</u>

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

2) The Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The 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) Any extension of the Period of Performance shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

5) The Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

This is FEMA Project Number **4068-45-R,** is funded under HMGP-4068-DR-FL.

The project was awarded by FEMA on ***October 21, 2015*** and shall begin upon execution of the Sub-grantee Agreement. The Period of Performance (POP) for this project shall end on ***February 28, 2017.***

FINANCIAL CONSEQUENCES:

If the 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 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 Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

SCHEDULE OF WORK:

Phase II–

Construction Plan/Technical Specifications::	2	Months
Bidding:	2	Months
Construction :	9	Months
Final Inspection/Closeout:	2	Months
Total Period of Performance:	**15**	**Months**

BUDGET:

Line Item Budget*

Phase II	**Project Costs**	**Federal Share**	**Local Share**
Setup/Fees:	$30,000.00	$22,500.00	$7,500.00
Construction:	$474,875.00	$356,156.00	$118,719.00
Total Project Costs:	**$ 504,875.00**	**$ 378,656.00**	**$ 126,219.00**

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

Funding Summary

Federal Share:	$378,656.00	(75%)
Local Share:	$126,219.00	(25%)
Total Project Cost:	**$504,875.00**	**(100%)**

Attachment B

Program Statutes and Regulations

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

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Long-term Recovery Guidance; and

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Recipient must comply with the following:

The 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 Recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The 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 Recipient and any land use permitted by or engaged in by the 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 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 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 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, than the Recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

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

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

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

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

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

(1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty days prior to the project expiration date.

STATEMENT OF ASSURANCES

The 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) OMB Circulars A-21, A-87, A-110, A-122
(5) Chapter 473, Florida Statutes
(6) Chapter 215, Florida Statutes
(7) Section 768.28, Florida Statutes
(8) Chapter 119, Florida Statutes
(9) Section 216.181(6), Florida Statutes
(10) Cash Management Improvement Act Of 1990

(11) American with Disabilities Act
(12) Section 112.061, Florida Statutes
(13) Immigration and Nationality Act
(14) Section 286.011, Florida Statues
(15) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule
(16) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(17) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(18) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(19) 28 CFR applicable to grants and cooperative Agreements
(20) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(21) 42 U.S.C. 3789(d) or Victims of Crime Act (as appropriate)
(22) Section 504 of the Rehabilitation Act of 1973, as amended
(23) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(24) 28 CFR, Part 42, Subparts C, D, E, and G
(25) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
(26) 42 U.S.C. 5154a
(27) 44 CFR, Part 60.3 and City/County Ordinance

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the 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 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 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 be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All 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 Recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All 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 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 Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is

used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

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

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

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

(k) It will require every building or facility(other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.

(4) When any of the Recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the 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 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 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 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 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 Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.

(6) The 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 Recipient acknowledges that FEMA may require the Recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Recipient further acknowledges that FEMA may require the Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes

consultation with the SHPO. The Recipient also acknowledges that FEMA will require, and the Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The 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 Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.

(m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;

(u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626

(v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;

(x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;

(y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;

(aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;

(cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;

(gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and

(hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.

(ii) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the 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 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 Recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

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

(12) Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION GRANT PROGRAM FUNDS

RECIPIENT NAME: City of Green Cove Springs

REMIT ADDRESS: _____

CITY, STATE, ZIP CODE: _____

PAYMENT #: _____ CONTRACT #: 16HM-6B-04-20-02-___

FEMA TRACKING #: 4068-45-A INVOICE PERIOD: _____ to _____

Eligible Amount 100%	Obligated Federal __%	Obligated Non-Federal __%	Previous Payments	Current Request	DEM Use Only	
					Approved	Comments

TOTAL CURRENT REQUEST: $_____

I certify that to the best of my knowledge and belief the above accounts are correct, and that all disbursements were made in accordance with all conditions of the Division agreement and payment is due and has not been previously requested for these amounts.

RECIPIENT SIGNATURE: _____

NAME AND TITLE: _____ DATE: _____

APPROVED PROJECT TOTAL $_____

ADMINISTRATIVE COST $_____

APPROVED FOR PAYMENT $_____

_____
GOVERNOR'S AUTHORIZED REPRESENTATIVE

_____
DATE

Attachment D
(Continued)

DIVISION OF EMERGENCY MANAGEMENT

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

RECIPIENT: City of Green Cove Springs DISASTER #: 4068

CONTRACT #: 16HM-6B-04-20-02-___ FEMA TRACKING #: 4068-45-A

Applicant's Reference No. (Warrant, Voucher, Claim check, or Schedule No.)	Date of delivery of articles, completion of work or performance services.	DOCUMENTATION List documentation (applicant's payroll, material out of applicant's stock, applicant owned equipment and name of vendor or contractor) by category and line item in the approved project application and give a brief description of the articles or services.	Applicant's Eligible Costs 100%
		TOTAL	

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT: City of Green Cove Springs

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

[___] ADVANCE REQUESTED Advance payment of $_____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

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

ESTIMATED EXPENSES

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

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

Attachment F

DIVISION OF EMERGENCY MANAGEMENT
HAZARD MITIGATION GRANT PROGRAM
QUARTERLY REPORT FORM

RECEIPT City of Green Cove Springs PROJECT #: 4068-45-A

PROJECT TYPE: Drainage, Phase II CONTRACT#: 16HM-6B-04-20-02-___

DISASTER NUMBER: 4068 QUARTER ENDING: _____

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

Provide reimbursement projections for this project:

July-Sep 20__$_____ Oct-Dec 20__$_____ Jan-Mar 20__$_____ Apr-June 20__$_____
July-Sep 20__$_____ Oct-Dec 20__$_____ Jan-Mar 20__$_____ Apr-June 20__$_____

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

Project Proceeding on Schedule: [___] Yes [___] No

Describe milestones achieved during this quarter:

_____
_____

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

_____
_____

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

_____
_____

Cost Status: : [___] Cost Unchanged [___] Under Budget [___] Over Budget

Additional Comments/Elaboration:

_____
_____

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

Name and Phone Number of Person Completing This Form _____

Attachment G

Warranties and Representations

Financial Management

Recipient's financial management system must provide for the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program.

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all such assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Recipient.

Business Hours

The 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 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

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

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Contractor Covered Transactions

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

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

CONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of Green Cove Springs
Recipient's Name

16HM-6B-04-20-02-___
DEM Contract Number

4068-45-A
FEMA Project Number

ATTACHMENT 1

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 #: 4068-45-A
FUNDING AGENCY: Federal Emergency Management Agency
AWARD AMOUNT: $378,656.00
OBLIGATION/ACTION DATE: October 21, 2015
SUBAWARD DATE (if applicable):
DUNS# *: 073219297
DUNS+4#: NA

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

BUSINESS NAME: City of Green Cove Springs
DBA NAME (IF APPLICABLE): NA
PRINCIPAL PLACE OF BUSINESS ADDRESS:
ADDRESS LINE 1: 321 Walnut Street

CITY: Green Cove Springs STATE: FL ZIP CODE+4**: 32043-3441

PARENT COMPANY DUNS# (IF APPLICABLE): NA

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): 97.039

DESCRIPTION OF PROJECT (UP TO 4000 CHARACTERS)

As a Hazard Mitigation Grant Program project, the Recipient will implement stormwater infrastructure improvements along Citizen Street (from Center Street to Walnut Street), Walnut Street (from Citizen Street to Roberts Street), Roberts Street N. (from Walnut Street to Spruce Street) and Spruce Street (from Roberts Street to Olive Street).

The Phase II Construction scope of work includes approximately 2700 LF storm pipe replacement as well as replacement or installation of nine (9) storm structures (curb inlets, ditch bottom inlets, manholes and conflict structures) to improve the collection and conveyance of surface water runoff. Connections to existing structures and piping will be required along with modification of the existing structures that are to be replaced and must be removed from the site.

The project shall provide protection against a 10 year storm event.

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

ADDRESS LINE 1:

ADDRESS LINE 2:

ADDRESS LINE 3: 321 Walnut Street

CITY: Green Cove Springs STATE: FL ZIP CODE+4**: 32043-3441

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE: 3rd

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

EXECUTIVE COMPENSATION INFORMATION:

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

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

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

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

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

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

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

i. Salary and bonus.

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

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:_____

CITY OF GREEN COVE SPRINGS, FLORIDA
STAFF REPORT FOR MEETING OF
FEBRUARY 16, 2016

SUBJECT: Presentation of FY 2016 Revenues and Expenditures Report for Period Ending December 31, 2015.

BACKGROUND: The attached Revenues and Expenditures Report is for the period October 1, 2015 through December 31, 2015. In the General Fund, revenues are listed by category and/or major funding sources. In all funds, the budgeted figures are presented first with the actual expenditures and the variance between the budget and actual listed next. The percent of actual is the amount that has actually been received (or accrued in the case of state shared revenues) or the amounts expended as a percent of the budget for the period ending December 31, 2015.

The report is prepared on a modified accrual basis with state shared revenues for the month of December 2015 (received in January 2016) accrued for the month of December 2015.

FISCAL IMPACT / FUNDING SOURCE: None

RECOMMENDATION: Staff recommends acceptance of the FY 2016 Revenues and Expenditures Report for the Period Ending December 31, 2015.

MOTION: Accept the FY 2016 Revenues and Expenditures Report for the Period Ending December 31, 2015.

SUBMITTED BY:

Marlena Guthrie
Finance Director

APPROVED BY:

Danielle J. Judd
City Manager

GENERAL FUND
REVENUES AND EXPENDITURES
AS OF DECEMBER 31, 2015
25% OF YEAR

	BUDGET	ACTUAL	VARIANCE OVER (UNDER BUDGET)	% ACTUAL TO BUDGET	
GENERAL FUND REVENUES:					
Ad Valorem Taxes	1,202,677	953,025	(249,652)	79%	
Gas Tax	277,120	69,451	(207,669)	25%	
Interlocal - Clay County	700,000	0	(700,000)	0%	
Surtax	759,017	193,331	(565,686)	25%	
Franchise Fees	6,400	1,826	(4,574)	29%	
Telecommunications	333,214	84,330	(248,884)	25%	
Utility Taxes - Water	100,796	23,746	(77,050)	24%	
Utility Taxes - Other	64,000	8,775	(55,225)	14%	
Business Taxes	37,000	5,250	(31,750)	14%	
Code Enforcement Fines	4,500	765	(3,735)	17%	
State Shared Taxes/Licenses	219,249	52,197	(167,052)	24%	
Sales Tax	358,328	89,414	(268,914)	25%	
Municipal Fuel Rebate	6,000	0	(6,000)	0%	
Qualifying Fees	700	0	(700)	0%	
Planning and Zoning Fees	25,000	14,485	(10,515)	58%	
Copying	2,000	129	(1,871)	6%	
DOT Agreements	96,879	9,668	(87,211)	10%	
Safety Grant-Fla League	3,000	0	(3,000)	0%	
Swimming Pool Receipts	8,000	0	(8,000)	0%	
Special Events	15,000	3,955	(11,045)	26%	
Asset Forfeiture - Federal	0	19,260	19,260	0%	
Court Fines	29,000	6,732	(22,268)	23%	
Red Light Camera	410,000	103,268	(306,732)	25%	
Police Education	600	211	(389)	35%	
SAVE School Board Agree.	9,000	9,000	0	100%	
Police Vest Grant	2,800	0	(2,800)	0%	
North Florida HIDTA-Police	3,000	0	(3,000)	0%	
DEA & DOJ Overtime	13,000	0	(13,000)	0%	
Interest	1,200	236	(964)	20%	
Sales of Fixed Assets	68,117	0	(68,117)	0%	
Sale of Surplus	13,000	664	(12,336)	5%	
Miscellaneous Income	12,200	1,112	(11,088)	9%	
Rent-Building Department	15,000	3,750	(11,250)	25%	
Rent-Augusta Savage Facility	22,740	5,685	(17,055)	25%	
Pier Docking Fees	500	60	(440)	12%	
Park Reservation Fees	6,000	2,600	(3,400)	43%	
Cost Recoveries/Transfers to GF	1,657,724	414,431	(1,243,293)	25%	
Reserves	1,211,000	792,200	(418,800)	65%	Note #1
Grants/Loans	474,096	0	(474,096)	0%	
Legislative Delegation	125,000	0	(125,000)	0%	
TOTAL REVENUES	**8,292,857**	**2,869,556**	**(5,423,301)**	**35%**	

Note #1 - The majority of budgeted Reserves in the General Fund Revenues consists of Surtax, Gas Tax, and Depreciation. These Reserves are the funding sources for various Capital uses in the General Fund as outlined in the CIP. These Reserves are reflected on this report for presentation purposes to offset the related General Fund Capital Expenditures as presented in the Budget.

	BUDGET	ACTUAL	VARIANCE OVER (UNDER BUDGET)	% ACTUAL TO BUDGET
GENERAL FUND EXPENDITURES:				
CITY COUNCIL:				
PERSONAL SERVICES	39,918	14,532	(25,386)	36%
OPERATING EXPENSES	36,200	6,207	(29,993)	17%
TOTAL	76,118	20,739	(55,379)	27%
CITY CLERK:				
PERSONAL SERVICES	72,243	20,224	(52,019)	28%
OPERATING EXPENSES	16,000	3,257	(12,743)	20%
TOTAL	88,243	23,481	(64,762)	27%
CITY MANAGER:				
PERSONAL SERVICES	220,853	58,433	(162,420)	26%
OPERATING EXPENSES	9,150	1,786	(7,364)	20%
TOTAL	230,003	60,218	(169,785)	26%
PERSONNEL:				
PERSONAL SERVICES	142,898	42,898	(100,000)	30%
OPERATING EXPENSES	22,050	350	(21,700)	2%
TOTAL	164,948	43,248	(121,700)	26%
AUGUSTA SAVAGE:				
PERSONAL SERVICES	32,469	6,980	(25,489)	21%
OPERATING EXPENSES	40,550	3,693	(36,857)	9%
CAPITAL	340,000	600	(339,400)	0%
TOTAL	413,019	11,273	(401,746)	3%
FINANCE:				
PERSONAL SERVICES	269,113	68,523	(200,590)	25%
OPERATING EXPENSES	36,060	27,124	(8,936)	75%
TOTAL	305,173	95,647	(209,526)	31%
INFORMATION TECHNOLOGY:				
PERSONAL SERVICES	65,069	18,072	(46,997)	28%
OPERATING EXPENSES	18,732	4,532	(14,201)	24%
CAPITAL	25,000	0	(25,000)	0%
TOTAL	108,801	22,604	(86,197)	21%
GENERAL SERVICES:				
PERSONAL SERVICES	0	0	0	0%
OPERATING EXPENSES	255,266	116,860	(138,406)	46%
CAPITAL OUTLAY	146,000	0	(146,000)	0%
CONTRIBUTION TO GEN FUND RESERVES	72,800	0	(72,800)	0%
TOTAL	474,066	116,860	(357,206)	25%

GENERAL FUND EXPENDITURES (CONT'D)	BUDGET	ACTUAL	VARIANCE OVER (UNDER BUDGET)	% ACTUAL TO BUDGET
CITY ATTORNEY:				
PERSONAL SERVICES	85,980	21,304	(64,676)	25%
OPERATING EXPENSES	3,900	4,751	851	122%
TOTAL	89,880	26,055	(63,825)	29%
DEVELOPMENT SERVICES:				
PERSONAL SERVICES	97,217	27,683	(69,534)	28%
OPERATING EXPENSES	42,400	6,713	(35,687)	16%
CAPITAL	0	0	0	0%
TOTAL	139,617	34,396	(105,221)	25%
CODE ENFORCEMENT:				
PERSONAL SERVICES	24,049	2,640	(21,409)	11%
OPERATING EXPENSES	7,155	378	(6,777)	5%
CAPITAL	18,000	0	(18,000)	0%
TOTAL	49,204	3,018	(46,186)	6%
POLICE:				
PERSONAL SERVICES	1,790,277	483,271	(1,307,006)	27%
OPERATING EXPENSES	570,619	115,465	(455,154)	20%
CAPITAL	33,000	12,723	(20,277)	39%
TRANSFER SURTAX TO POLICE BLDG	420,378	420,378	0	100%
TOTAL	2,814,274	1,031,838	(1,782,436)	37%
PUBLIC WORKS:				
PERSONAL SERVICES	339,999	99,092	(240,907)	29%
OPERATING EXPENSES	292,398	33,895	(258,503)	12%
CAPITAL	546,914	3,928	(542,986)	1%
TOTAL	1,179,311	136,914	(1,042,397)	12%
RIGHT OF WAY MTCE:				
PERSONAL SERVICES	81,401	21,436	(59,965)	26%
OPERATING EXPENSES	98,400	23,237	(75,163)	24%
CAPITAL	28,000	269	(27,731)	1%
TOTAL	207,801	44,942	(162,859)	22%
PARKS & RECREATION:				
PERSONAL SERVICES	143,380	31,915	(111,465)	22%
OPERATING EXPENSES	96,399	45,160	(51,239)	47%
CAPITAL	130,000	5,852	(124,148)	5%
TRANSFERS OUT TO SPRING PARK FUND	1,400,000	350,000	(1,050,000)	25%
TOTAL	1,769,779	432,927	(1,336,852)	24%

GENERAL FUND EXPENDITURES (CONT'D)	BUDGET	ACTUAL	VARIANCE OVER (UNDER BUDGET)	% ACTUAL TO BUDGET
EQUIPMENT MTCE:				
PERSONAL SERVICES	124,299	32,165	(92,134)	26%
OPERATING EXPENSES	13,321	3,934	(9,387)	30%
CAPITAL	45,000	0	(45,000)	0%
TOTAL	182,620	36,099	(146,521)	20%
GRAND TOTAL ALL DEPARTMENTS	**8,292,857**	**2,140,260**	**(6,152,597)**	26%
EXCESS REVENUES OVER EXPENDITURES		**729,296**		

UTILITY FUND
REVENUES AND EXPENDITURES
AS OF DECEMBER 31, 2015
25% OF YEAR

	BUDGET	ACTUAL	VARIANCE OVER (UNDER BUDGET)	% ACTUAL TO BUDGET
REVENUES:		***ELECTRIC FUND***		
OPERATING REVENUES	12,821,000	2,786,631	(10,034,369)	22%
RESERVES	963,000	562,888	(400,112)	58%
INTEREST	4,600	1,204	(3,396)	26%
OTHER REVENUES	31,500	20,757	(10,743)	66%
TOTAL REVENUES	**13,820,100**	**3,371,481**	**(10,448,619)**	**24%**
EXPENSES:				
PERSONAL SERVICES	624,873	145,060	(479,813)	23%
OPERATING EXPENSES	10,330,279	1,704,527	(8,625,752)	17%
CAPITAL	1,214,667	562,919	(651,748)	46%
OTHER EXPENSES	29,200	0	(29,200)	0%
COST ALLOC/TRANSFERS	1,334,345	333,586	(1,000,759)	25%
TO BE APPROPRIATED	11,504	0	(11,504)	0%
DEBT	275,232	139,739	(135,493)	51%
TOTAL EXPENSES	**13,820,100**	**2,885,831**	**(10,934,269)**	**21%**
REVENUES:		***WATER FUND***		
OPERATING REVENUES	1,389,500	331,258	(1,058,242)	24%
RESERVES	170,000	61,475	(108,525)	36%
INTEREST	800	353	(447)	44%
OTHER REVENUES	7,700	549	(7,151)	7%
TOTAL REVENUES	**1,568,000**	**393,635**	**(1,174,365)**	**25%**
EXPENSES:				
PERSONAL SERVICES	465,186	123,473	(341,713)	27%
OPERATING EXPENSES	331,278	56,215	(275,063)	17%
CAPITAL	310,000	68,078	(241,922)	22%
OTHER EXPENSES	5,000	0	(5,000)	0%
COST ALLOC/TRANSFERS	284,040	71,010	(213,030)	25%
DEBT	172,496	0	(172,496)	0%
TOTAL EXPENSES	**1,568,000**	**318,776**	**(1,249,224)**	**20%**

	BUDGET	ACTUAL	VARIANCE OVER (UNDER BUDGET)	% ACTUAL TO BUDGET
REVENUES:		***WASTEWATER FUND***		
OPERATING REVENUES	1,583,400	368,190	(1,215,210)	23%
INTEREST	380	161	(219)	42%
RESERVES	495,000	1,500	(493,500)	0%
OTHER REVENUES	5,000	8,606	3,606	172%
TOTAL REVENUES	**2,083,780**	**378,456**	**(1,705,324)**	**18%**
EXPENSES:				
PERSONAL SERVICES	464,810	123,375	(341,435)	27%
OPERATING EXPENSES	718,916	92,053	(626,863)	13%
CAPITAL	555,000	25,455	(529,545)	5%
OTHER EXPENSES	5,000	0	(5,000)	0%
COST ALLOC/TRANSFERS	315,054	78,764	(236,291)	25%
TO BE APPROPRIATED	25,000	0	(25,000)	0%
TOTAL EXPENSES	**2,083,780**	**319,647**	**(1,764,133)**	**15%**
REVENUES:		***SOLID WASTE FUND***		
OPERATING REVENUES	611,400	152,032	(459,368)	25%
INTEREST	260	112	(148)	43%
OTHER REVENUES	3,000	0	(3,000)	0%
RESERVES	100,000	0	(100,000)	0%
LOAN PROCEEDS	100,000	0	(100,000)	0%
TOTAL REVENUES	**814,660**	**152,145**	**(662,516)**	**19%**
EXPENSES:				
PERSONAL SERVICES	346,007	70,618	(275,389)	20%
OPERATING EXPENSES	145,077	22,613	(122,464)	16%
OTHER EXPENSES	4,000	0	(4,000)	0%
CAPITAL	200,000	0	(200,000)	0%
COST ALLOC/TRANSFERS	119,576	29,894	(89,682)	25%
TOTAL EXPENSES	**814,660**	**123,125**	**(691,535)**	**15%**

	BUDGET	ACTUAL	VARIANCE OVER (UNDER BUDGET)	% ACTUAL TO BUDGET
REVENUES:		***CUSTOMER SERVICE FUND***		
DEPRECIATION TRANSFER	18,400	0	(18,400)	0%
TRANSFERS FROM OTHER UTILITIES	395,291	98,823	(296,468)	25%
TOTAL REVENUES	**413,691**	**98,823**	**(314,868)**	**24%**
EXPENSES:				
PERSONAL SERVICES	338,559	84,396	(254,163)	25%
OPERATING EXPENSES	56,732	7,241	(49,491)	13%
CAPITAL	18,400	0	(18,400)	0%
TOTAL EXPENSES	**413,691**	**91,637**	**(322,054)**	**22%**
REVENUES:		***STORMWATER FUND***		
OPERATING REVENUES	177,400	58,806	(118,594)	33%
OTHER REVENUES	1,010	1,074	64	106%
GRANT-HMGP (75/25)	106,000	0	(106,000)	0%
TOTAL REVENUES	**284,410**	**59,881**	**(224,529)**	**21%**
EXPENSES:				
PERSONAL SERVICES	78,729	21,540	(57,189)	27%
OPERATING EXPENSES	77,181	5,022	(72,159)	7%
OTHER EXPENSES	500	0	(500)	0%
CAPITAL	128,000	0	(128,000)	0%
TOTAL EXPENSES	**284,410**	**26,562**	**(257,848)**	**9%**

SPECIAL REVENUE FUND-BUILDING FUND
REVENUES AND EXPENDITURES
AS OF DECEMBER 31, 2015
25% OF YEAR

	BUDGET	ACTUAL	VARIANCE OVER (UNDER BUDGET)	% ACTUAL TO BUDGET
REVENUES:				
OPERATING REVENUES	231,400	80,989	(150,411)	35%
TOTAL REVENUES	**231,400**	**80,989**	**(150,411)**	**35%**
EXPENSES:				
PERSONAL SERVICES	186,551	36,099	(150,452)	19%
OPERATING EXPENSES	44,849	5,010	(39,839)	11%
CAPITAL	0	0	0	0%
TOTAL EXPENSES	**231,400**	**41,109**	**(190,291)**	**18%**

SPECIAL LAW ENFORCEMENT TRUST FUND
REVENUES AND EXPENDITURES
AS OF DECEMBER 31, 2015
25% OF YEAR

	BUDGET	ACTUAL	VARIANCE OVER (UNDER BUDGET)	% ACTUAL TO BUDGET
REVENUES:				
CONFISCATIONS	0	36,951	36,951	0%
MISCELLANEOUS INCOME	0	139	139	0%
FROM FUND BALANCE	5,000	0	(5,000)	0%
TOTAL REVENUES	**5,000**	**37,090**	**32,090**	**742%**
EXPENSES:				
OPERATING EXPENSES	5,000	21	(4,979)	0%
TOTAL EXPENSES	**5,000**	**21**	**(4,979)**	**0%**

POLICE CONSTRUCTION FUND
REVENUES AND EXPENDITURES
AS OF DECEMBER 31, 2015
25% OF YEAR

	BUDGET	ACTUAL	VARIANCE OVER (UNDER BUDGET)	% ACTUAL TO BUDGET
REVENUES:				
TRANSFERS IN-SURTAX RESERVES	420,378	420,378	0	100%
TOTAL REVENUES	**420,378**	**420,378**	**0**	**100%**
EXPENSES:				
DEBT	420,378	210,189	(210,189)	50%
TOTAL EXPENSES	**420,378**	**210,189**	**(210,189)**	**50%**

SPRING PARK PROJECT FUND
REVENUES AND EXPENDITURES
AS OF DECEMBER 31, 2015
25% OF YEAR

	BUDGET	ACTUAL	VARIANCE OVER (UNDER BUDGET)	% ACTUAL TO BUDGET
REVENUES:				
TRANSFERS IN SURTAX RESERVES	350,000	350,000	0	100%
TRANSFERS IN-BOCC INTERLOCAL	700,000	0	(700,000)	0%
TRANSFERS IN-GRANTS/LEGISLATURE	350,000	0	(350,000)	0%
TOTAL REVENUES	**1,400,000**	**350,000**	**(1,050,000)**	**25%**
EXPENSES:				
CAPITAL	1,400,000	157,946	(1,242,054)	11%
TOTAL EXPENSES	**1,400,000**	**157,946**	**(1,242,054)**	**11%**

CITY OF GREEN COVE SPRINGS, FLORIDA
STAFF REPORT
February 16, 2016

SUBJECT: Authorization to Extend the Term of Temporary Part-Time Communications/Marketing Position.

BACKGROUND: On July 14, 2015, Council authorized the City to begin the Marketing and Branding Concept utilizing the $15,000 allocation within the FY 2014-2015 budget to fund professional services and media production (see Attachment A). Council approved the recommendation to bring Mr. Chris Eversole, a seasoned communications professional with extensive experience in the public sector, on board as a temporary professional as of July 22, 2015.

Mr. Eversole has worked under the direction of the City Manager along with the Development Services Director on several projects, including marketing Green Cove Springs beyond our region as a desirable location to **live, work, and play**, creating additional information on the City's website, authoring press releases and media campaigns, advertising Green Cove Springs as a top 20 destination within similar sized communities, and assisting with execution of our business attraction and retention activities from the City's Vision Plan. Mr. Eversole has several ongoing projects he continues to work on.

Temporary positions normally exist for no more than a period of six months. Since the Temporary Communications/Marketing Position has now been in existence for a little over six months, Council should evaluate whether to continue the position as a regular part-time position in the FY 2015-2016 budget. A table depicting FY-to-date hours is shown below:

Payroll Date	Hours	Subtotal
10/8/2015	19.00	19.00
10/22/2015	35.00	54.00
11/5/2015	31.00	85.00
11/19/2015	22.50	107.50
12/3/2015	16.00	123.50
12/17/2015	17.00	140.50
12/30/2015	16.00	156.50
1/14/2016	17.50	174.00
1/28/2016	23.00	197.00
2/10/2016	24.00	221.00
TOTAL		221.00

FISCAL IMPACT: The City budgeted $15,000 in the current year in the Council budget, of which $7,137 has been expended. We anticipate the remaining $7,863 will be spent in full through September 30, 2016.

The Florida Retirement System requires that when an employment position is extended beyond six consecutive calendar months, it becomes a regularly established position, and the employee must be enrolled in FRS. Since Mr. Eversole is already retired from FRS, the City would be required to pay a lower contribution rate (4.31%) on his earnings. The City would not be required to pay any insurance benefits on this position since it does not exceed 58 hours worked per bi-weekly pay period.

RECOMMENDATION: Approve temporary part-time Communications/Marketing Position to continue through September 30, 2016 for a total expenditure not to exceed $15,000.

MOTION: Subject to Council direction.

Submitted:

Cynthia Hunter, Human Resources Director

Approved:

Danielle J. Judd, City Manager

CITY OF GREEN COVE SPRINGS, FLORIDA
STAFF REPORT
FOR MEETING OF JULY 14, 2015

SUBJECT: Marketing & Branding Vision Plan Execution

BACKGROUND: As part of the Mayor and City Council budget allocation for the current fiscal year (FY 2015), the Administration was directed to program $15,000 for Marketing and Branding efforts for the City. The purpose of those funds, to name a few objectives, was to market Green Cove beyond our region as a desirable location to ***live, work, and play,*** create additional information on the website, author press releases and media campaigns, advertise Green Cove as a top 20 destination within similar sized communities, and assist with execution of our business attraction and retention activities from our Vision Plan. The allocation was requested by Council Member Mitch Timberlake and he will expound more on the concept during the meeting.

For several months, the City Manager has been working with Council Member Timberlake to determine the means by which we can begin the project. Given the limited amount of funds available that must also fund professional services and media production, it is recommended that we execute this project by utilizing temporary services of a seasoned communications professional with extensive experience in the public sector for the next several months to complete the project. This individual will work under the direction of the City Manager and along with the Development Services Director and must have excellent writing and computer skills. This professional will augment our current resources and exercise considerable judgment and initiative. *The focus of this position is not to market and/or oversee special events.*

Illustrative examples of some deliverables to be performed include-

- Meets with stakeholders
- Meets with other economic development partners in our region (Clay EDC, and Clay Chamber)
- Arranges site visits for developers and other parties
- Prepares presentations for stakeholders
- Assists with Vision Plan execution on economic development strategies
- Authors articles for various media distribution outlets
- Oversees press releases, media packets
- Obtains media placements within the city, county, region, and state
- Assimilates fact sheets, brochures, web content programming to promote economic development to advertise available resources (land, cost of doing business, community history, and recent business successes)

And certainly any other additional tasks that the Council may direct. It is our recommendation that meetings be set up for Mr. Eversole to meet with each Council member to gain additional insights. We also plan to have Mr. Eversole involved with our push next month at the International Council of Shopping Centers (ICSC) Florida Conference and Deal Making in Orlando to attract retail for Green Cove and strongly encourage the Mayor and other Council

Members to have a presence during this event to *'drive home the attributes of locating retail in Green Cove.'* The dates for this event are August 30 – September 1, 2015.

Given this directive and budget allocation, our recommendation is to bring Mr. Chris Eversole on board as a temporary professional. Mr. Eversole has served as Communications Director in several jurisdictions, **a copy of his resume is attached,** along with numerous journals containing articles in which he was a collaborating partner and author. This is a very focused, short-term project with precise deliverables.

This engagement is neither a full-time, career service position with benefits, nor is it an addition to our authorized table of positions citywide. This is simply a temporary professional engaged to execute a short-term project.

RECOMMENDATION: Authorize the execution of the proposed measures to begin the marketing and branding concept utilizing the $15,000 allocation in the current fiscal year.

MOTION: **(1) Begin the Marketing and Branding Concept utilizing the $15,000 allocation within the FY 2015 budget that must fund professional services and media production.**

SUBMITTED BY:

Danielle J. Judd, City Manager

CITY OF GREEN COVE SPRINGS, FLORIDA
STAFF REPORT
FOR MEETING OF FEBRUARY 16, 2016

SUBJECT: Surplus of Electric Department Digger Truck # 436 and Re-instatement of Electric Department Digger Truck # 435

BACKGROUND: At the March 3, 2015 Council Meeting, staff presented an agenda item to purchase a new Digger Truck and to surplus the truck that it was replacing for the Electric Department. In the staff report, truck # 435 was mistakenly listed as the surplus truck instead of truck # 436.

RECOMMENDATION: Staff is requesting that Electric Department truck # 436 be declared surplus and that truck # 435 be re-instated to active service.

MOTION: Declare Electric Department Digger Truck # 436 as surplus and re-instate Digger Truck # 435 to active service.

SUBMITTED BY:

Mike Null
Assistant City Manager / Public Works Director

APPROVED BY:

Danielle J. Judd
City Manager

CITY OF GREEN COVE SPRINGS, FLORIDA
STAFF REPORT
FOR MEETING FEBRUARY 16, 2016

SUBJECT: Emergency Purchase of stormwater pipe to repair failed stormwater pipe on Belle Avenue

BACKGROUND: Recent rains have exposed a failed stormwater pipe that runs on Belle Ave from Forbes St to MLK Blvd. Sinkholes have formed over the pipe throughout the entire area. Investigation by Public Works crews have shown a failed 48" corrugated metal pipe. The bottom of the pipe, which sits 7-8 feet below the surface, has rusted out and is gone. This causes heavy rain water to wash sand out from around the pipe, thus causing the sinkholes.

This pipe is located one (1) foot [east] from the edge of the roadway and there is a water main immediately to the east of the pipe. Electric Utility poles are also located immediately adjacent to the stormwater pipe. Any delay in making these emergency repairs could result in the imminent loss of the roadway, the water main or the electric infrastructure in this area.

Staff is requesting that Council declare this an emergency purchase which is excepted from normal purchasing requirements per Chapter 5 of the City's Purchasing Manual. Staff is also requesting approval of a Purchase Order to ADS, Inc. in the amount of $36,400 to purchase the pipe for this project. Other miscellaneous supplies will be able to be purchased through the City's normal purchasing procedures. The total estimated direct cost of this unanticipated expenditure is approximately $39,000.

FISCAL IMPACT / FUNDING SOURCE: Funds are available in the approved FY 16 CIP Stormwater Budget from other projects for which the grant match may be in-kind services in lieu of cash match.

STAFF RECOMMENDATION: Staff recommends the approval of an emergency purchase order in the amount of $36,400 to ADS, Inc. for the purchase of 700 feet of 48" ADS poly stormwater pipe.

MOTION: Approve an emergency purchase order in the amount of $36,400 to ADS, Inc. for the purchase of 700 feet of 48" ADS poly stormwater pipe and approve the expenditure of approximately $39,000 (inclusive of the ADS purchase order) to complete this unanticipated emergency repair.

SUBMITTED BY:

Mike Null
Asst. City Manager / Public Works Director

APPROVED BY:

Danielle J. Judd
City Manager

Budget Estimate for Drainage Project on Belle Ave

Pipe cost for 700 ft. - $36,400

Drive way and road repairs - $1,500

Miscellaneous materials as needed - $1,000

Total Direct Project Cost Estimated at $39,000.

Labor cost for three weeks 4 Employees for 120 Hrs. and me for 40 Hrs. Cost $ 11,122.00

The total estimated cost for this project in house is approximately $50,000.

ADS cost per ft. is $ 52.00 per ft.

Ferguson Enterprises Inc. is $56.96 per ft.

HD supply waterworks, LTD is $55.50 per ft.

This project is to replace an old 48" corrugated metal pipe that has exceeded its life expectancy and is failing. The bottom of the pipe has rusted away and is starting to become a hazard every time it rains. We must replace it immediately.

Thanks

Steve Thomas

CITY OF GREEN COVE SPRINGS, FLORIDA
STAFF REPORT
FOR MEETING OF FEBRUARY 16, 2016

SUBJECT: **Update on 2016 Municipal Election**

BACKGROUND: As of Noon, Friday, February 5, 2016, three (3) candidates qualified to run for City Council Seats 3, 4, and 5. They are:

Seat 3 – Constance W. Butler
Seat 4 – B. Van Royal
Seat 5 – Steven H. Kelley

As a result, there will be no election necessary for the City Council seats.

After consultation with the City Attorney and the Supervisor of Elections, it has been determined that an election by Mail Ballots (aka Absentee Ballots) as was done in 2014 cannot be done this year. This is due to the time constraints regarding required State procedures that have to be followed within the Supervisor's office in addition to the requirements under the new Interlocal Agreement.

In addition, under the companion Council Business Item No. 2, the City Manager has inquired if the two (2) Charter Amendments regarding the Canvassing Board, which were approved by Council under Ordinance No. O-01-2016 on January 12, 2016, would need to be addressed this year. After consulting with the City Attorney, it has been determined that these amendments are not critical at this time and can be brought forward for the 2017 Municipal Election. Furthermore, Ordinance No. O-01-2016 contemplates the referendum shall be at the next regular Municipal Election which will be held in April 2017. Please also note that if the same scenario occurs next year and there are no opposing candidates for Seats 1 and 2, then we will be in the same situation. At that time, an alternative would be to postpone the amendments once again until the 2018 Charter Review Committee is scheduled to convene in the Fall, and thus, the 2019 Municipal Election.

Letters were mailed on Thursday, February 3, 2016 to each of the Clay County Board of County Commissioners, the Clay County Property Appraiser, and the Clay County Tax Collector requesting volunteers to serve on the Canvassing Board. All requestees have been contacted to advise them accordingly.

FISCAL IMPACT / FUNDING SOURCE: Unknown.

RECOMMENDATION: Not applicable.

MOTION: For Informational Purposes Only.

SUBMITTED BY:

Julie Clevinger, City Clerk

APPROVED BY:

Danielle J. Judd, City Manager