



HISTORIC TOWN OF EATONVILLE, FLORIDA

REGULAR COUNCIL MEETING

AMENDED AGENDA

Tuesday, February 21, 2023 at 7:30 PM

Town Hall - 307 E Kennedy Blvd

I. CALL TO ORDER AND VERIFICATION OF QUORUM

II. INVOCATION AND PLEDGE OF ALLEGIANCE

III. APPROVAL OF THE AGENDA

IV. CITIZEN PARTICIPATION (Three minutes strictly enforced)

V. CONSENT AGENDA

1. Approval of Town Council Meeting Minutes – February 7, 2023
(Clerk Office)

2. Extension for the Utilization of Vacation Accumulations for Employees (Police
Department/Finance)

3. Approval of the Amended Contract for Denton Johnson To Include Price Increases

VI. COUNCIL DECISIONS - Consent Item May Be Moved To Council Decision

4. Approval of the Integrity Group (Blue Sky) General Contract for Services (Administration)

VII. REPORTS

INTERIM ADMINISTRATIVE OFFICE REPORT

TOWN ATTORNEY'S REPORT

TOWN COUNCIL REPORT/DISCUSSION ITEMS

MAYOR'S REPORT

VIII. ADJOURNMENT

The Town of Eatonville is subject to the Public Records Law. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

****PUBLIC NOTICE****

This is a Public Meeting, and the public is invited to attend. This Agenda is subject to change. Please be advised that one (1) or more Members of any of the Town's Advisory Boards/Committees may attend this Meeting and may participate in discussions. Any person who desires to appeal any decision made at this meeting will need a verbatim record of the proceedings and for this purpose may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based – per Section 286.0105 Florida Statutes. Persons with disabilities needing assistance to participate in any of these proceedings should contact the Town of Eatonville at (407) 623-8910 "at least 48 hours prior to the meeting, a written request by a physically handicapped person to attend the meeting, directed to the chairperson or director of such board, commission, agency, or authority" - per Section 286.26



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL MEETING

FEBRUARY 21, 2023 AT 7:30 PM

Cover Sheet

****NOTE**** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: Approval of Town Council Meeting Minutes – February 7, 2023
(Clerk Office)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: LEGISLATIVE (CLERK OFFICE)
PUBLIC HEARING 1 ST / 2 ND READING		Exhibits: <ul style="list-style-type: none">Meeting Minutes – February 7, 2023
CONSENT AGENDA	YES	
COUNCIL DECISION		
ADMINISTRATIVE		

REQUEST: Approval of meeting minutes for the Town Council Meeting held on February 7, 2023.

SUMMARY: The Town Council Meeting was held on the 1st Tuesday, February 7, 2023, 7:30 p.m. and minutes were transcribed from the audio archive for approval for the public records.

RECOMMENDATION: Approval of February 7, 2023 meeting minutes.

FISCAL & EFFICIENCY DATA: N/A



HISTORIC TOWN OF EATONVILLE, FLORIDA

REGULAR COUNCIL

MEETING MINUTES (AMENDED)

Tuesday, February 07, 2023 at 7:30 PM

Town Hall (Council Chamber) - 307 E Kennedy Blvd. 32751

SPECIAL NOTICE: These meeting minutes are presented in an abbreviated format intended as a public record discussion of stated meeting according to the Florida's Government-in-the-Sunshine law. Meetings are opened to the public, noticed within reasonable advance notice, and transcribed into minutes for public record. ***Audio Recording are available through the Town's website on the Council Agenda Page.*

(****PLEASE NOTE:** This Meeting was held at an alternate location to accommodate maximum attendance: Denton Johnson Center – 400 Ruffel Street, Eatonville Florida 32751)

CALL TO ORDER AND VERIFICATION OF QUORUM:

Mayor Gardner called the meeting to order at 7:30 p.m. and quorum was established through Mrs. Veronica King

PRESENT: (5) Mayor Angie Gardner, Vice Mayor Rodney Daniels, Councilwoman Wanda Randolph, Councilman Marlin Daniels, Councilman Theo Washington.

STAFF: (7) Veronica King, **Town Clerk**, Clifford Shepard, **Town Attorney**, Tara Salmieri, **Certified Planner**, Eric McIntyre, **Lieutenant**, Broderick Lampkin, **EPD Detective**, Avery Davis, **EPD Officer**, Albert English, **Public Works Director**, and Katrina Gibson, **Finance Director**

INVOCATION AND PLEDGE OF ALLEGIANCE:

Rev. Critton led the Prayer of Invocation followed by the Pledge of Allegiance

APPROVAL OF THE AGENDA:

Mayor Gardner Motions to add the Proposal for 10-year Water Supply Facilities Work Plan to the consent agenda as a 4th item; Moved by Councilwoman Randolph; Second by Councilman Washington; **AYE: ALL, MOTION PASSES.**

Mayor Gardner Motions to approve the meeting agenda; Moved by Councilman M. Daniels; Second by Councilwoman Randolph; **AYE: ALL, MOTION PASSES.**

CITIZEN PARTICIPATION - (The Three-minute rule was strictly enforced)

James Benderson – Discuss concerns about Impact Fees

Steve Martin – Discussed concerns about the Community Pool

PUBLIC HEARINGS:

Approval of Second Reading of Request for Plat Revision To Partially Release A Portion of An Existing 20 Foot Utilities Easement; **Mayor Gardner Motions** to approve the Second Reading of Request for Plat Revision To Partially Release A Portion of An Existing 20 Foot Utilities Easement; Moved by Councilman Washington; Second by Councilwoman Randolph; **AYE: ALL, MOTION PASSES. Discussion:** Tara Salmieri introduced the second reading providing summary of the applicant's request. **No Public Comments/No Council Comments**

Approval of Second Reading of the Hungerford Park Development; of the Hungerford Large Scale Amendment and HPRD Zoning Amendment for approvable of a Large-Scale Comprehensive Plan Amendment changing portion of Table 1.6.8 (A), Table 1.6.8 (B) and Companion Revisions to H-PRD Ordinance 2016-08; **DISCUSSIONS:** Town Planner (Tara Salmieri) and Applicant/Client Representative (Derek Bruce) gave presentations on the Hungerford Park specific to Application of Request.

(PUBLIC COMMENTS): Mayor Gardner Motions to allow identified public speakers (who completed a form) to yield their time to speaker to another speaker at a maximum of two minutes; Moved by Councilman Washington; second by Councilwoman Randolph; **AYE:** Councilman M. Daniels, Councilman Washington, Mayor Gardner; **NAYE:** Councilwoman Randolph, Vice-Mayor R. Daniels: **AYES HAVE IT, MOTION PASSES. (Individuals who offered comments pertaining to the Hungerford Park Development Noted Below):**

1. NY Nithiri
2. Tiffany Simmons (Yielded time to Ny Nithiri)
3. Joyce Irby
4. Julian Johnson
5. Alundra Kenon (Pulled)
6. John Beachum
7. Deenie Ware (Yielded time to John Beachum)
8. Theo McWhite
9. Otis Mitchell Sr.
10. Ryan Novak
11. Angela Johnson
12. Kiena Brown (Yielded time to Angela Johnson)
13. Lillie Shaw
14. Johnson J. E.
15. Eddie Cole
16. Angela Thomas (Yielded time to Eddie Cole)
17. LaVonda Wilder
18. George Williams

(COUNCIL COMMENTS): Members of the Council offered feedback to include questions needing response.

OPEN MOTION to approve the of **Second Reading** of the Hungerford Large Scale Amendment and HPRD Zoning Amendment for approvable of a Large-Scale Comprehensive Plan Amendment changing portion of Table 1.6.8 (A), Table 1.6.8 (B) and Companion Revisions to H-PRD Ordinance 2016-08 By Ordinances 2022 7, 2022-8, 2022-9 with separate motions on the following:

Ordinance 2022-07 (Preamble Read by Clerk), Amending the Text of the Town's Comprehensive Plan to Amend the Text Of Future Land Use Element Policy 1.6.8; The Future Land Use Map and Density/Intensity Tables **(Roll Call Requested) Mayor Gardner Motions** to approve Ordinance 2022-07; **(Roll Call Requested)** Moved by Councilman Washington; second by Councilwoman Randolph; **AYE:** Vice-Mayor R. Daniels; **NAYE:** Councilwoman Randolph, Councilman M. Daniels, Councilman Washington, Mayor Gardner: **NAYES HAVE IT, MOTION FAILS PASSES.**

Ordinance 2022-8 (Preamble Read by Clerk), Amending The Town's Comprehensive Plan to Change the Future Land Use Map Designation for Property Generally Located South of E. Kennedy Boulevard and West Of N. Wymore Road, From Commercial To Mixed Use on the Town's Official Future Land Use Map **Mayor Gardner Motions** to approve Ordinance 2022-8; **(Roll Call Requested)** Moved by Councilwoman Randolph;

second by Vice-Mayor R. Daniels. Daniels; **AYE:** Vice-Mayor R. Daniels; **NAYE:** Councilwoman Randolph, Councilman M. Daniels, Councilman Washington, Mayor Gardner: **NAYES HAVE IT, FAILS PASSES.**

Ordinance 2022-9, Amending the Text of Ordinance 2016-8 Pertaining to Certain Land Generally Located South of E. Kennedy Boulevard And East Of N. Wymore Road **(Due to the previous failed motions, NO ACTION IS NEEDED/TAKEN)**

APPROVAL CONSENT AGENDA: Mayor Gardner Motions to approve the consent agenda; Moved by Councilman Washington; Second by Councilwoman Randolph; **AYE: ALL, MOTION PASSES.** Approving the Following:

- Town Council Meeting Minutes – January 17, 2023
- Town Council Special Meeting Minutes – January 19, 2023
- Audit Firm Carr, Riggs & Ingram CPA and Advisors Engagement Letter for FY 2022 Financial Audit
- Proposal for 10-year Water Supply Facilities Work Plan **(Added To Consent Agenda)**

COUNCIL DECISIONS – (No Council Decisions)

REPORTS:

CHIEF ADMINISTRATIVE OFFICER

Mayor Gardner informed every one of Mr. Singh’s resignation; An Interim Administrative Officer will begin working next Wednesday. The position is also being advertised.

TOWN ATTORNEY’S REPORT

Clifford Shepard - Need Impact Fees and a fee study

TOWN COUNCIL REPORT/DISCUSSION ITEMS

Councilwoman Wanda Randolph – No Report

Councilman M. Daniels – Spoke on the importance of Process. To move forward, must be honest and upfront. Interim CAO does not need confirmation from Council. (Police Chief) Resigned and came back full-time; Mayor Gardner will confirm if retirement is being paid out. (Water Issues) No response from Mr. English after sending a request; preceded with a **MOTION ON THE FLOOR** as a vote of no confidence in the Public Works Director Albert English; Moved by Councilman M. Daniels; Second by Vice Mayor R. Daniels; **Discussion:** Further discussion by council members took place. **AYE:** Vice-Mayor R. Daniels; Councilwoman Randolph, Councilman M. Daniels; **NAYE:** Councilman Washington, Mayor Gardner: **AYES HAVE IT, MOTION PASSES.**

Vice-Mayor R. Daniels – Request for consistency in handling all meeting disturbances. Thanks to Steve Martin for offering to help out with the pool.

MAYOR’S REPORT

Mayor Angie Gardner – No Report, good night and be safe

ADJOURNMENT Mayor Gardner Motions for Adjournment of Meeting (Moved by Councilman Washington; Second by Councilwoman Randolph ; **AYE: ALL, MOTION PASSES. Meeting Adjourned AT 10:16 P.M.**



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL MEETING

FEBRUARY 21, 2023 AT 7:30 PM

Cover Sheet

****NOTE**** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: Extension for the Utilization of Vacation Accumulations for Employees
(Police Department/Finance)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: ADMINISTRATIVE (POLICE/FINANCE) Exhibits: <ul style="list-style-type: none">N/A
PUBLIC HEARING 1 ST / 2 ND READING		
CONSENT AGENDA	YES	
COUNCIL DECISION		
ADMINISTRATIVE		

REQUEST: Administration is requesting the Town Council to approve an extension for the utilization of vacation accumulations for employees exceeding the 240 hours threshold from March 31, 2023 to April 30, 2023.

SUMMARY: Our Personnel Policy grants employees the ability to rollover a maximum of 240 hours of vacation time into the next calendar year. Employees are encouraged to utilize their vacation benefit throughout the year without significant disruption to the operations of the Town. However, due to limited staff and vacancies, employees did not have the opportunity to fully utilize their vacation benefits. As a result, several employees have exceeded their maximum allowance for vacation rollover. Administration recognizes the sacrifice our employees are making in order to maintain a certain level of service to our community and therefore, request the approval of the recommendation below.

On December 20, 2022, Town Council approved an extension from December 31, 2022 to March 31, 2023. Staff is requesting for an additional month extension to April 30, 2023.

RECOMMENDATION: Staff recommends that the Town Council to approve the 30 days extension from March 31, 2023 to April 30, 2023 rather than the vacation payout.

FISCAL & EFFICIENCY DATA: N/A



HISTORIC TOWN OF EATONVILLE, FLORIDA
TOWN COUNCIL MEETING
FEBRUARY 21 AT 07:30 PM
Cover Sheet

****NOTE**** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: Approval of the Amended Contract for Denton Johnson To Include Price Increases

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: ADMINISTRATION Exhibits: <ul style="list-style-type: none">• Denton Johnson Old Contract• Denton Johnson New Contract
PUBLIC HEARING 1ST / 2ND READING		
CONSENT AGENDA	YES	
COUNCIL DECISION		
ADMINISTRATIVE		

REQUEST: Staff is requesting for Town Council to approve of the Amended Contract for Denton Johnson To Include Price Increases

SUMMARY: The Town Council of the Town of Eatonville has determined the need to update the contract for rental use of the Denton Johnson Center located at 400 Ruffel Street. The rental of the Denton Johnson is a vehicle to acquire revenue used to support the operational and maintenance of the facilities to include required staffing. The recommended changes will also include an adjustment in the associated fee.

RECOMMENDATION: Staff is recommending Town Council to approve of the Amended Contract for Denton Johnson To Include Price Increases

FISCAL & EFFICIENCY DATA: N/A



Facility Use Agreement

Section V. Item #3.

Date of Application: _____

(Check those that apply)

____ Eatonville Resident ____ Non-Resident ____ Continuous Group

____ Community Organization ____ Non-Profit ____ Civic Club ____ Other

Name: _____ Telephone: _____

Address: _____

Facility Request Date(s): _____

Event Hours: _____ (include set up and break down)

Type of Event: _____

Estimated number of guests: _____ Vehicles: _____

Facility to be Utilized (Check those that apply)

____ Denton Johnson ____ Swimming Pool ____ Picnic Pavilion ____ Catalina Park ____ Lake Lovely ____ Elizabeth Park ____ Town Hall

____ Cafeteria

Circle yes or no for the following questions

Will fireworks, amusement rides or pyrotechnics be used? Yes or No

If yes, explain _____

Will admission be charged? Yes or No

If yes, explain (cost per person, donations and solicitations) _____

Will food, goods, or services be sold at the event? Yes or No

If yes, explain _____

Will live or recorded music be used? Yes or No

If yes, explain _____

Will the facility be used for commercial filming or photography? Yes or No

If yes, explain _____

Will alcohol beverages be dispensed, or permitted? Yes or No

If yes, explain _____

***THE SALE OF ALCOHOL BEVERAGES IS NOT PERMITTED**

Does the organization have current liability insurance for these activities? Yes or No

If yes, give type of coverage, the amount, and carrier information

Name of Organization: _____

Community Organizations must provide the following documents:

- ____ Community Based Organization Verification Form
- ____ Proof of 501-C3 status registered under Internal Revenue Service
- ____ Tax exempt status registered under Department of Revenue
- ____ Statement that event is free and open to the public
- ____ Overview and mission statement of the organization
- ____ Letter how this event will benefit the Eatonville Community

Insurance Liability

Section V. Item #3.

A valid insurance certificate is required for use of any town facility. The insurance certificate must afford one million dollars (\$1,000,000.00) of general liability coverage per occurrence and contain the following information:

General liability coverage (property and bodily injury) as evidenced by an insurance certificate with an endorsement naming the Town of Eatonville as ADDITIONAL INSURED, and guaranteeing 30 days prior notice to change or cancellation of the policy.

Use of any facility will not be permitted unless a valid insurance certificate has been received by no later than thirty (10) business days prior to the first scheduled date of use of the gym or other facility.

1. The permit holder shall be responsible for any and all damage to the Town's facilities, equipment and/or property. If additional maintenance is deemed required (in excess of normal services/time) to restore the premises, equipment and/or property to reasonable use by others the permit holder shall be charged accordingly.
2. The Town disclaims responsibility for any accident, injury, liability, loss or damage to person or property as a result of unauthorized facility or gym use.
3. The permit holder will be responsible for all actions and omissions that result in damages that are caused by their attendees.

A. Hold Harmless / Insurance Agreement

The contractor, vendor, organization or user hereby promises and agrees to indemnify and save harmless the Town of Eatonville, a municipal corporation, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions including attorney's fees for trial and appeal, of any kind and nature arising or growing out of in any way connected with the performance of the Agreement whether by act or omission of the Contractor-Vendor, Officers, agents, servants, employees or others.

The undersigned agrees to abide by the regulations governing the said facility and is responsible for changes incurred and supply a "Certificate of Insurance" to the Recreation Department no later than ten (10) calendar days prior to program/event date.

Copyright Law: Licensee assumes all cost arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processed or dramatic rights used on or incorporated in the conduct of any event covered under the agreement and licensee agrees to indemnify and any parented trademark or copyrighted materials, equipment, devices, processes or dramatic from any such suit or action, regardless of whether it be groundless or fraudulent.

B. Licensee Acknowledgement

You are required to sign and date your agreement. Falsification of information may result in rejection of the agreement or cancellation of the event by the Town of Eatonville. In addition, an individual may be subject to prosecution under the Town's Code of False Information.

Licensee Signature: _____ Date: _____

General Rules & Regulations:

All Town of Eatonville Municipal Codes/Regulations apply to all Town Facilities.

Section V. Item #3.

1. Office Hours: Monday through Friday, 8am until 5pm. To contact the office, call 407-623-1166.
2. A refundable cleaning and damage deposit is required. Any additional fees such as cleaning, damages, staff time, room time will be deducted from the cleaning/damage deposit. Any charges incurred to return the venue to its original condition would be deducted from the cleaning/damage deposit.
3. The Town reserves the right to cancel an approved reservation due to maintenance needs, overuse of facility, unsafe conditions, or due to a conflict with a Town event. In these cases, all attempts will be made to provide a minimum of 15 days advance notice and to provide an alternate location. In the event of an emergency, when only short or no notice can be provided, groups must cooperate with the request to not use the facility or risk loss of current permit and denial of future use. If there are no alternate facilities available, the Town is not obligated to provide an alternate facility. In case of such event, a full refund will be given.
4. The Town of Eatonville encourages partnerships and volunteerism to improve facility quality and maintenance; however, in the absence of a written agreement, donations and/or contributions of time, does not give any organization priority at any facility. Groups wishing to make alterations to facilities must submit these improvement requests in advance to the Town. No groups will be allowed to make any alteration to any facility without first obtaining the Town's approval.
5. The Town of Eatonville or the customer has the right to cancel an event by giving a written notice 30 days prior to the event. Refunds will be honored for cancellations made in writing and received 30 days before the event. Cancellations made in writing and received less than 30 days before the event are entitled to a refund of the cleaning and damage deposit only. If the Town cancels a facility use permit, at no fault of the user, a full refund will be made.
6. All litter and debris that may occur as a result of your event must be picked up and deposited into trash or recycling receptacles, where provided, or removed from the premises.
7. All groups are responsible for the condition in which they leave the facility. Any excessive clean-up required by Town crews following your use will be cause for forfeiture of all or part of your damage deposit.
8. Amplified music, use of musical instruments, radios, or Public Address Systems must conclude by 9:00 p.m. Sunday through Thursday and by 11:00p.m. Friday and Saturday, and is allowed by permit only.
9. Complaints from surrounding neighborhood residents as to noise level, litter and debris, and disregard for use of parking regulations could result in cancellation of your reservation, forfeiture of security deposit, and denial of future facility use.
10. **SMOKING IS NOT PERMITTED IN ANY TOWN OF EATONVILLE BUILDINGS.**
11. The Town will NOT be held responsible for any articles left at the facility.
12. Maximum occupant loads are mandated by the Fire Marshall and posted maximum may not be exceeded.
13. Hours reserved should include the TOTAL time that the facility will be in use, including decorating time, total activity and clean up time, **ALL CHANGES IN ARRANGEMENTS MUST BE MADE IN WRITING.**
14. All rentals must hire one off duty Town of Eatonville police officer for the function if alcohol is to be served. The representative of the event who will sign the contract must be over the age of twenty-five (25) years of age.
15. Teen parties (persons under the age of twenty-one 21) must hire one off duty Town of Eatonville police officer as well as have one adult chaperone for every twenty persons attending.
16. The sponsor of any event held at a Town facility will be held responsible for the orderly conduct of those individuals participating and also to ensure that if alcohol is served, the consumption of the alcohol will only take place inside the building.
17. **The use of tape, nails, tacks or staples on the tables and walls is strictly prohibited.**

I have read and agree to abide by all of the rules and regulations regarding use of a Town of Eatonville recreational facility.

Signature: _____ **Date:** _____

Town of Eatonville Fee Schedule

Section V. Item #3.

Facility Rental Fees

Denton Johnson Center

Resident Rates

Refundable Deposit.....	\$100.00
First 2 Hours (2 hr minimum).....	\$50.00
Each Additional Hour.....	\$20.00
Kitchen Use.....	\$15.00
One Staff Hourly Rate (2 hour minimum).....	\$15.00
Insurance Fee.....	\$40.00
Community Based Organizations.....	First 2 hours no fee

Non-Resident Rates

Refundable Deposit.....	\$100.00
First 2 Hours (2 hr minimum).....	\$70.00
Each Additional Hour.....	\$30.00
Kitchen Use.....	\$20.00
One Staff Hourly Rate (2 hour minimum).....	\$15.00
Insurance Fee.....	\$40.00

Town Hall

Hourly Rate (2 hour minimum).....	\$25.00
One staff Hourly Rate (2 hour minimum).....	\$15.00

Swimming Pool

Resident Hourly Rate (2 hour minimum).....	\$25.00
Non-Resident Hourly Rate (2 hour minimum).....	\$35.00
Lifeguards Hourly Rate (2 hour minimum).....	\$15.00
One Staff Hourly Rate (2 hour minimum).....	\$15.00
Summer Camps (Per Child).....	\$5.00

Bus Rental

Summer Camps (Per Day).....	\$100.00
30 Miles Maximum	
Bus Driver Hourly Rate.....	\$10.00
(Organization must bring bus back with a full tank of gas)	

Additional Fees

Personnel Hourly Rate (2 hour minimum).....	\$15.00
Insurance.....	\$40.00
Police Officer Hourly Rate.....	\$30.00
Non-Refundable Application Cancellation Fee.....	\$25.00

For office Use Only

Facility _____

Deposit.....\$

Facility Hours.....\$

Kitchen.....\$

Personnel/Lifeguards.....	\$	
Pool.....	\$	
Insurance.....	\$	
Subtotal.....	\$	
Sales Tax 6.5%.....	\$	
TOTAL.....	\$	

Section V. Item #3.

**Town of Eatonville
Facility Use
Alcohol Beverage / Teen Waiver**

Facility waiver applies to: _____

Name of Function: _____

Date(s) Requested: _____

Time of Event: _____

Estimated # of Guest: _____

Average Age of Guest: _____

Person Requesting Waiver: _____

Address: _____

Telephone: _____

Types of Alcohol Beverages: _____

Times Alcohol will be served: _____

***ALCOHOL IS ONLY PERMITTED INSIDE THE DENTON JOHNSON COMMUNITY CENTER**

***ALCOHOL IS NOT PERMITTED ANYWHERE ELSE ON THE GROUNDS**

***THE SALE OF ALCOHOL BEVERAGES IS PROHIBITED**

I, _____ will be responsible to see that those under the age of 21 do not drink alcoholic beverages. I have submitted a copy of this waiver to the Eatonville Police Department.

Authorized signature: _____ Date _____

Police Dept. Signature: _____ Date _____

Recreation Dept. Signature: _____ Date: _____



Facility Use Agreement

Date of Application: _____

(Check those that apply)

_____ Eatonville Resident _____ Non-Resident _____ Continuous Group
_____ Community Organization _____ Non-Profit _____ Civic Club _____ Other

Name: _____ Telephone: _____

Address: _____

Facility Request Date(s): _____

Event Hours: _____ (include set-up and break down) Chairs Needed: _____

Type of Event: _____ Round Tables Needed: _____ Rectangle Tables Needed: _____

Estimated number of guests: _____ Vehicles: _____

Facility to be Utilized (Check those that apply)

_____ Denton Johnson _____ Picnic Pavilion _____ Frances Jerry Park _____ Lake Lovely _____ Elizabeth Park

Circle Yes or No for the follow questions:

Will Fireworks, amusement rides or pyrotechnics be used? Yes or No: _____

If yes, explain: _____

Will admission be charged? Yes or No: _____

If yes, explain (cost per person, donations, and solicitations): _____

Will food, goods, or services be sold at the event? Yes or No: _____

If yes, explain: _____

Will live or recorded music be used? Yes or No: _____

If yes, explain: _____

Will the facility be used for commercial filming or photography? Yes or No: _____

If yes, explain: _____

Will alcohol beverages be dispensed, or permitted? Yes or No: _____

If yes, explain: _____

Does the organization have current liability insurance for the activities? Yes or No: _____

If yes, provide a copy of a valid insurance certificate with the minimum coverage as outlined in Exhibit A attached here to.

Name of Organization: _____

Community Organization must provide the following documents:

- _____ Community Based Organization Verification Form.
- _____ Proof of 501-C3 status registered under Internal Revenue Service.
- _____ Tax exempt status registered under Department of Revenue.
- _____ Statement that event is free and open to the Public.
- _____ Overview and mission statement of the organization.
- _____ Letter stating how this event will benefit the Eatonville Community.

Insurance Liability

A valid insurance certificate is required for use of any Town facility. The insurance certificate must afford one million dollars (\$1,000,000) of general liability coverage per occurrence and contain the following information: General Liability coverage (property and bodily injury as evidenced by an insurance certificate with an endorsement naming the Town of Eatonville as Additional Insured and guaranteeing (30) days prior notice to change or cancellation of policy.

Use of any facility will not be permitted unless a valid insurance certificate has been received by no later than ten (10) business days prior to the first scheduled date of use of the gym or other facility.

1. The permit holder shall be responsible for any and all damage to the Town’s facilities, equipment and/or property. If additional maintenance is deemed required (in excess of normal services/time) to restore the premises, equipment and /or property to reasonable use by others then the permit holder shall be charged accordingly.
2. The Town disclaims responsibility for any accident, injury, liability, loss or damage to person or property as a result of unauthorized facility or park use.
3. The permit holder will be responsible for all actions and omissions that result in damages that are caused by their attendees.

A. Hold Harmless/Insurance Agreement

The contractor, vendor, organization or user hereby promises and agrees to indemnify and hold harmless the Town of Eatonville, a municipal corporation, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions including attorney’s fees for trial and appeal, of any kind and nature arising or growing out of in any way connected with the performance of the Agreement whether by act or omission of the Contractor-Vendor, Officers, agents, servants, employees or others.

The undersigned agrees to abide by all regulations governing the said facility.

Copyright Law: Licensee assumes all cost arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, processes or dramatic rights used on or incorporated into the conduct of any event covered under the agreement and licensee agrees to indemnify any patented trademark or copyrighted materials, equipment, devices, processes or dramatic from any such suit of action, regardless of whether it be groundless or fraudulent.

B. Licensee Acknowledgement

You are required to sign and date your agreement. Falsification of information may result in rejection of the agreement or cancellation of the event by the Town of Eatonville. In addition, an individual may be subject to prosecution under the Town’s Code of False Information.

Licensee Signature: _____ Date: _____

General Rules & Regulations:**The Town of Eatonville Municipal Codes/Regulations apply to all Town Facilities.**

1. Office Hours: Monday through Friday, 9am until 4pm. To contact the office, call 407-623-1223.
2. A deposit is required. Any additional fees such as cleaning, damages, staff time, room time will be deducted from the cleaning/damage deposit. Any charges incurred to return the venue to its original condition will be deducted from the deposit.
3. The Town reserves the right to cancel an approved reservation due to maintenance needs, overuse of facility, unsafe conditions, or due to a conflict with a Town event. In these cases, all attempts will be made to provide a minimum of 10 days advance notice and to provide an alternate location. In the event of an emergency, when only short or no notice can be provided, groups must cooperate with the request to not use the facility or risk loss of current permit and denial of future use. If there are no alternate facilities available, the Town is not obligated to provide an alternate facility. In case of such event, a full refund will be given.
4. The Town of Eatonville encourages partnerships and volunteerism to improve facility quality and maintenance; however, in the absence of a written agreement, donations and/or contributions of time, does not give any organization priority at any facility. Groups wishing to make alterations to facilities must submit these improvement requests in advance to the Town. No groups will be allowed to make any alteration to any facility without first obtaining the Town's approval.
5. The customer has the right to cancel an event by giving a minimum of 10 days advance written notice. If the Town of Eatonville cancels then a full refund will be honored. If renter cancels in writing prior to 30 days before the event, the deposit less the administrative fee will be refunded. Cancellations made in writing and received less than (30) days before the event will be charged a \$50 fee which will be deducted from the deposit.
6. All litter and debris that may occur because of the event must be placed into trash or recycling receptacles, where provided, or removed from the premises.
7. All Groups are responsible for the condition in which they leave the facility. Any excessive clean-up required by the Town staff following the use of the facility will be cause for forfeiture of all or part of your deposit.
8. Amplified music, use of musical instruments, radios, or Public Address Systems requires a permit, and if granted, must conclude by 9:00 p.m., Sunday through Thursday and by 11:00 p.m., Friday and Saturday.
9. Complaints from surrounding neighborhood residents as to noise level, litter and debris, and disregard for use of parking regulations could result in cancellation of your reservation, forfeiture of deposit, and denial of future facility use.
10. **SMOKING IS NOT PERMITTED IN ANY OF THE TOWN OF EATONVILLE BUILDINGS.**
11. THE Town will **NOT** be held responsible for any articles left at the facility.
12. Maximum occupant loads are mandated by the Fire Marshall and posted maximum may not be exceeded.
13. Hours reserved should include the TOTAL time the facility will be in use including set up, total activity and clean up time. **ALL CHANGES IN ARRANGEMENTS MUST BE MADE IN WRITING.**
14. All renters must hire one (1) off-duty Town of Eatonville police officer for every 100 guests, for the function if approved to be served. The representative of the event who will sign the contract must be over the age of twenty-five (25) years of age.
15. Teen parties (persons under the age of twenty-one (21) must hire one (1) off-duty Town of Eatonville police officer as well as have one (1) adult chaperone for every twenty persons attending.
16. The sponsor of any event held at a Town facility will be held responsible for the orderly conduct of those individuals participating and also agrees to ensure that if alcohol is served, the consumption of the alcohol will only take place inside the building.

17. The use of take, nails, glitter/hard to remove decoration, tacks or staples on the tables and walls is strictly prohibited. Deposit will be forfeited.

Town of Eatonville Fee Schedule

Facility Rental Fee

Residential Rates

Redundable Deposit.....	\$100.00
Application/Administrative Fee.....	\$100.00
First 2 Hours (Facility Fee).....	\$ 75.00
Each Additional Hour.....	\$ 30.00
Kitchen Use.....	\$ 50.00
Staff Hourly Rate (2 hour minimum).....	\$ 20.00
Insurance Fee.....	\$ 100.00
ALL Community Based Organizations.....	2 Hour Facility Fee Waived

Non-Resident Rates

Refundable Deposit.....	\$100.00
Application/Administrative Fee.....	\$100.00
First 2 Hours (Facility Fee).....	\$125.00
Each Additional Hour.....	\$ 40.00
Kitchen Use.....	\$ 75.00
One Staff Hourly Rate (2 hour minimum).....	\$ 20.00
Insurance Fee.....	\$100.00

Additional Fees

Police Officer Hourly Rate.....	\$ 50.00
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For Office Use Only

Facility_____

Application/Administrative Fee.....	\$ _____
First 2 Hours Fee.....	\$ _____
Additional Facility Hours.....	\$ _____
Kitchen.....	\$ _____
Personnel.....	\$ _____
Police.....	\$ _____
Subtotal A.....	\$ _____
Sales Tax 6.5%.....	\$ _____
Subtotal B.....	\$ _____
Deposit.....	\$ _____
Insurance.....	\$ _____
TOTAL	\$ _____
BALANCE DUE:	\$ _____

Date Balance is Due: _____
Amount Received: _____ Cash/Check/Money Order# _____
Received By: _____ Date: _____

HELPFUL INFORMATION

- To secure date and rental, 50% of the total rental fees are due at the time of rental reservation. The remaining balance is due (15) days prior to the event.
- If event is booked less than 15 days in advance, the total rental fees are due at time of rental to secure date and rental.

Q. How far in advance can I book a rental facility?

A. Reservations may be placed up to (6) months in advance with approved application.

Q. What is the process for reserving a rental space?

A. All rentals are first come, first served except for annual rentals, which have fifteen (15) days to post event to reserve the facility for the following year. A \$100.00 refundable deposit, per day, is required.

Q. When can I make a reservation?

A. Reservations may be made in person Monday through Friday between the hours of 9:00 AM and 4:00 PM at Town Hall located at 307 E Kennedy Blvd, Eatonville, FL 32751.

Q. Can you “pencil” in for a rental?

A. Courtesy holds may be accepted and help for a maximum of five (5) days with a completed rental agreement. All courtesy holds will expire on the 6th day without notice.

Q. How late can I stay?

A. Your event must end and all the guests/caterers/DJ’s, vendors, etc., must vacate the premises by the end of your rental period. We do not rent past 2 AM at the Denton Johnson Community Center/Park.

Q. What if we stay later than our rental period?

A. Any additional hours must be requested in writing no later than 5 days prior to the event date. Additional hours, if approved, will be charged at the hourly rate plus associated fees. Deposit will be forfeited if the event goes longer than the approved rented period.

Q. Will I receive a refund if we leave early?

A. No, you must plan your event accurately as possible.

Q. Are tables and chairs available?

A. Yes, tables and chairs are available for use inside of the building only and are included in the rental fee.

Q. Are there any restrictions?

A. Decorations within reason are allowed. You may only decorate the area you have rented. It is the lease’s responsibility to remove all decorations immediately after your event. You may not use tacks, nails, staples, etc., to attach decorations. Glitter and other confetti-like decorations are also not permitted. If any items are left, then the entire deposit will be forfeited. Please note that the rental facilities do not have storage space available for decorations.

Q. Can I choose my own caterer or vendors?

A. You may use any caterer of your choosing or do it yourself. The caterers and vendors that you hire are under the same time frame as the lessee and cannot enter before or after those hours. Please take this into consideration when determining the hours, you will need. The renter is responsible for any damage to the building caused by any vendor.

Q. Can I come anytime to view the buildings with my caterer/decorator/event planner?

A. Viewing the building outside of your requested rental hours is by appointment only. To schedule an appointment please call (407)623-1223, Monday through Friday, 9:00 AM to 4:00 PM.

Q. When can I have items delivered from my caterer, florist, DJ., etc.?

A. Caterers and vendors need to be scheduled according to the time periods granted in the facility rental agreement.

Q. Can I sell or provide alcohol during the event?

A. If alcohol is served a Florida Liquor License, insurance and additional security must be obtained. The use of alcohol directly or indirectly requires the hiring of at least one (1) Eatonville off-duty Police Officer. This must be approved by the Town and meet all State required guidelines. All questions concerning the use of alcohol at your event should be directed to the State of Florida Department of Business and Professional Regulations (DBPR). **(Please confirm before the event).**

Q. Can I have a live band or DJ?

A. Yes, however, please note that the Town does have a noise Ordinance. Please respect that the Denton Johnson Community Center is in a Residential area, all noise level must be kept inside the building. Please keep the exterior doors closed and contain the sound within the building.

Q. Where can my guests park?

A. the Denton Johnson Center parking lot that is shared with the Boys and Girls Club. Please be aware that other functions may be occurring in the area and the number of spaces available to your party cannot be guaranteed.

Q. Will I receive a key to the facility?

A. Keys are not provided to renters. Staff will provide access for you and your guests. The Town of Eatonville requires that a Town employee be on premises any time anyone is in the building. Town staff will only be scheduled to work during the hours of the rental.

At the end of your event please make sure the following have been completed:

Denton Johnson Community Center:

- Kitchen sinks, counters and walls are to be cleaned, disinfected, and cleared of all debris.
- Spills inside the ovens, stove and/or refrigerator must be cleaned.
- Tables and chairs must be cleared of all debris and folded on the wall (chairs) put in the closet (tables).
- Please do not pour grease into the sink. All grease is to be placed in an appropriate container and placed in the dumpster outside the kitchen.
- All trash must be bagged and placed in the dumpster.
- All decorations must be removed.
- For additional questions, please call (407)623-1223.

Town of Eatonville
Facility Use
Alcohol Beverage / Teen Waiver

Facility waiver applies to: _____

Name of Function: _____

Date(s) Requested: _____ Time of Event: _____

Estimated No. of Guest: _____ Average Age of Guest: _____

Person Requesting Waiver: _____

Address: _____

Telephone: _____ Types of Alcohol Beverages: _____ Times Alcohol will be served: _____

***ALCOHOL IS ONLY PERMITTED INSIDE THE DENTON JOHNSON COMMUNITY CENTER**

***ALCOHOL IS NOT PERMITTED ANYWHERE ELSE ON THE GROUNDS**

***THE SALE OF ALCOHOL BEVERAGES IS PROHIBITED**

If there is alcohol present, there should be color wristbands provided to the guests that are above the age of 21 and/or older, anyone under 21 should not have a wristband. Any event where alcohol is present there must be an Eatonville Police Officer per 100 guests during the entire event. (Over 100 guests will need 2 Police Officers present during the entire event).

If there is no alcohol present, there is no need for a Police Officer unless an Officer is requested for the safety of the event. By signing this waiver, I am fully responsible and accept the terms and condition of this waiver.

I, _____ will be responsible to see that those under the age of 21 do not drink alcoholic beverages.

Renter's Signature: _____ Date: _____

Recreation Dept. Signature: _____ Date: _____

I have read and agree to abide by all of the rules and regulations regarding use of a Town of Eatonville facility.

Signature: _____ Date: _____



HISTORIC TOWN OF EATONVILLE, FLORIDA

TOWN COUNCIL MEETING

FEBRUARY 21, 2023 AT 7:30 PM

Cover Sheet

****NOTE**** Please do not change the formatting of this document (font style, size, paragraph spacing etc.)

ITEM TITLE: Approval of the Integrity Group (Blue Sky) General Contract for Services (Administration)

TOWN COUNCIL ACTION:

PROCLAMATIONS, AWARDS, AND PRESENTATIONS		Department: ADMINISTRATIVE
PUBLIC HEARING 1ST / 2ND READING		Exhibits: <ul style="list-style-type: none"> General Contract for Services
CONSENT AGENDA		
COUNCIL DECISION	YES	
ADMINISTRATIVE		

REQUEST: Administration is requesting the Town Council to approve the Integrity Group (Blue Sky) Contract.

SUMMARY: The Town has examined the need for a qualified consulting firm to provide audit review and administration of all disaster related response and recovery efforts and funding sources (including insurance claims, FEMA Public Assistance & Individual Assistant grants, hazard mitigation programs and other federal and state recovery funding to ensure and maximum response funding and recovery and mitigation benefits related to past and future disaster events have been realized. The Contractor desires to provide such services, in accordance with the agreement provided. The contract attached is for review and consideration by Town Council. The documents include: The General Contract for Services that is based upon the Florida State Term Contract. The vendor has noted the current Ordinance #2006-7, Section 2.2.3 provides for the use of State Contracts in lieu of a local bid process. A narrative has been added to that to the contract. The vendor has concluded that the Town is 100% compliant with U.S. Treasury Guidelines. This contract is a general contract that may be used for any project related to disaster recovery and other grant programs. The contract is simply a vehicle that can be used now and, in the future, (if necessary). All of the noted services and billing MUST be based on a Specific Task Order.

RECOMMENDATION: Staff recommends that the Town Council to approve the Integrity Group (Blue Sky) Contract.

FISCAL & EFFICIENCY DATA: N/A



**AGREEMENT FOR DISASTER RECOVERY PERFORMANCE AUDITING AND MANAGEMENT
CONSULTING SERVICES BETWEEN BLUE SKY EMERGENCY MANAGEMENT (DBA THE
INTEGRITY GROUP) AND THE TOWN OF EATONVILLE, FLORIDA**

CONTRACT NUMBER: _____

This agreement entered into this 11th day of July 2022 by the Town of Eatonville (hereinafter "the Town") located at 307 E. Kennedy Blvd. Eatonville, Florida 32751 and Blue Sky Emergency Management/ Integrity Group (hereinafter "Contractor"), located at 2120 Killarney Way, Tallahassee Florida 32309, collectively referred to as the "Parties."

RECITALS

WHEREAS, various National Disasters have and will in the future impact the Town, causing significant loss and damages to homes, businesses, property, and government facilities;

WHEREAS, National Disaster and the resulting impacts on public facilities and infrastructure create a threat to the public health, welfare, and safety;

WHEREAS, the Town has examined the need for a qualified consulting firm to provide audit review and administration of all disaster related response and recovery efforts and funding sources (including insurance claims, FEMA Public Assistance & Individual Assistant grants, hazard mitigation programs and other federal and state recovery funding to ensure and maximum response funding and recovery and mitigation benefits related to past and future disaster events have been realized;

WHEREAS, the Contractor desires to provide such services, in accordance with this Agreement and the required contract provisions set forth in Exhibit A of this Agreement, commencing on the date set forth above;

WHEREAS, the Town has reviewed the Florida State Term Contract for financial and performance auditing/management (STC # 84111600-20-1) and deemed the Contractor as the best choice for the provision of services to the Town since the contractor is one of the state term contract vendors offering all 5 of the service components of the referenced state term contract, including economy and efficiency audits, program results and program fraud audits, and internal control audits; and

WHEREAS, Town Ordinance 2006-7, Section 2.2.3 authorizes the use of the Florida State Term Contract in lieu of a separate procurement process—enabling the Town to expedite this contract and the initial Task Order;

NOW THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the Parties agree as follows:

1. STATUS AS INDEPENDENT CONTRACTOR

This Agreement does not constitute a hiring by either party. It is the Parties' intention that Contractor shall have independent contractor status and shall not be an employee of the Town for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code 401(k), the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code, and other benefit payments and third-party liability claims. This Agreement shall not be considered or construed to be a partnership or joint venture and the Town



shall not be liable for any obligations incurred by Contractor unless specifically authorized in writing. Contractor shall not act as an agent of the Town ostensibly or otherwise, nor bind the Town in any manner, unless specifically authorized to do so in writing. This Agreement imposes an obligation of good faith upon the Parties to perform their duties in accordance with the terms and conditions of the Agreement.

2. TERM

The term of this agreement shall commence on the date set forth in the introductory paragraph and shall continue for a period of three (3) years, with the option for two (2) additional one (1) year renewal terms, unless earlier terminated pursuant to the terms of this Agreement. This will allow deployment of consulting services for any future disaster event during the term of this agreement.

3. SCOPE OF WORK

The Contractor shall provide all personnel, equipment, and resources necessary to assist the Town in applying for, and administration of grants and/or other assistance through Federal Programs including the American Rescue Plan Act Non-entitlement Unit Local Government Fiscal Recovery Program, Federal Emergency Management Agency (FEMA) Public Assistance, Individual Assistance and Hazard Mitigation Programs; US Department of Housing and Urban Development (HUD); Federal Highway Administration (FHWA); United States Department of Agriculture (USDA); and various other State and Federal grant and funding programs.

The Contractor will conduct a criminal background and driver's license check for any person used in providing services under this Agreement. The Contractor must e-verify the employment status of their contracted staff and will maintain the documentation in their files. The Town reserves the right to remove or reject any contracted staff at any time.

NOTE: Specific services and deployment of personnel associated with this Agreement will only be authorized via task orders approved by the Town. The specific services performed by the Contractor may, at the direction of the Town, include but are not limited to the following:

A. Emergency Management Preparation, Plans, Training and Exercises.

- (1) Provide emergency management consultant services for current and/or future disasters related to preparedness, response, mitigation, and recovery.
- (2) Develop "pre-disaster" status of key Town properties and assets as a foundation for possible future claims related to disaster impacts.
- (3) Review and advise the Town concerning property insurance coverage and specifications.
- (4) Research, write, revise, and update the Local Mitigation Strategy (LMS) Plan and the Comprehensive Emergency Management Plan (CEMP).
- (5) The Contractor may be responsible for the revision of existing plans, policies, and procedures or the development of new policies, plans or procedures directly or indirectly related to Emergency Management.
- (6) Advise and conduct Homeland Security Exercise and Evaluation Program (HSEEP) Exercises and provide important training and practice for prevention, response, and recovery capabilities.
- (7) Conduct best practices training and oversight to aid in maximization of grant funding.



B. Financial and Grant Audit and Administration – General.

- (1) Coordinate and attend meetings with the State and Federal Agencies.
- (2) Compile and complete all required documentation for grants.
- (3) Development of pertinent internal controls to comport with Uniform Guidance and Catalogue of Federal Domestic Assistance requirements.
- (4) Audit and manage earned interest associated with grant funds in accordance with the Cash Management Improvement Act.
- (5) Provide assistance in requesting Immediate Needs Funding or grants based on estimates; development and tracking of plans for cash flow management and disbursements by State or federal government; insurance evaluation, documentation adjusting and settlement services; tracking project progress, expenditures, and processing reimbursement requests and receipts.
- (6) Prepare correspondence to the U.S. Department of the Treasury, U.S. Department of Commerce, State of Florida Division of Emergency Management, FEMA, HUD, etc. on behalf of the Town as necessary; prepare a program management plan; prepare periodic reports to the Town as to the status of grant management progress and participate in all status meetings.
- (7) Categorize, record, track, file, and audit costs on approved forms in support of the financial award or reimbursement process. Communicate with the Town departments frequently and maintain an up-to-date database of eligible labor, equipment, and materials costs as reported on Event Activity Tracking Forms to prepare daily reports to the Town management.
- (8) Provide other State and Federal grant management services as needed and requested by the Town.
- (9) Assist the Town with the monitoring, auditing, management and administration of any other Federal grant management programs not identified above.

C. Financial and Grant Administration – FEMA & Property Insurance

- (1) Provide extensive knowledge and expertise related to FEMA Public Assistance matters.
- (2) Provide extensive knowledge and expertise related to property and casualty insurance.
- (3) Provide consultation in the Public Assistance procedures and assist with project worksheets.
- (4) Attend meetings with the State/Federal agencies including applicant briefings, scoping meetings and project specific discussions.
- (5) Inspect disaster related damage to eligible facilities, identify eligible emergency and permanent work (FEMA Category A-G) and review records of emergency expenses incurred by the Town.
- (6) Ensure all eligible damages have been identified, quantified, and presented to Federal inspectors/Project Officers and/or Insurance adjusters.
- (7) Compile and summarize in FEMA-approved format Category A through G costs for presentation to FEMA and the State and inclusion in project worksheets.



- (8) Prepare Project Worksheets for Categories A-G for review by FEMA and the State ensuring that the scope of work is accurate and comprehensive, estimates are accurate, expenses are eligible and documented, and that projects are categorized as small or large in a manner that ensures prompt and sufficient reimbursement to the Town. Attend all meetings with the Town, State and FEMA (and/or other Federal agencies) to negotiate individual project worksheets as needed.
- (9) Assist in identifying, developing and evaluating opportunities for 406 hazard mitigation projects.
- (10) Develop Hazard Mitigation Proposals and Cost Benefit Analyses (CBA).
- (11) Review the scope of work and bidding procedures of proposed damage repair/reconstruction work for compliance with FEMA requirements.
- (12) Provide policy insight and recommendations on project eligibility determinations.
- (13) Ensure the Town meets all deadlines imposed by FEMA and/or the State for documentation, appeals, completion of work, audits, etc.
- (14) Support Town departments with organizing reimbursable expenses. Review, maintain and ensure accuracy of documentation prepared by the Town departments.
- (15) Develop and submit quarterly progress reports to the Town and State.
- (16) Assist Town with any adverse FEMA determinations, make all reasonable efforts to resolve any such dispute and/or strategize and write appeals.
- (17) Upon completion of all projects and draw-down of reimbursement for all eligible costs, finalize preparations for State and FEMA final inspections and audits.
- (18) Prepare closeout packages including final funding reconciliation, copies of required permits, exemptions or waivers, bid documents, change orders, improved project filings, compliance monitoring, and other documents required or useful for grant closeout review.
- (19) Prepare all documentation for, and represent the Town in, all project closeout activities.
- (20) Participate in exit conferences with the Town, State, and FEMA.
- (21) Assist the Town in future Office of Inspector General (OIG) audits or other matters related to FEMA Public Assistance grants.
- (22) Provide other FEMA related technical assistance and consulting services as needed.

D. Financial and Grant Audit and Administration - HUD CDBG-DR and American Rescue Plan Funding

- (1) Provide knowledge, experience, and technical competence in the planning, administration, and implementation of eligible CDBG activities as identified at 24 CFR 570 and modified or waived under Federal Register allocation of the CDBG-DR funds.
- (2) Conduct unmet needs assessment – particularly housing, infrastructure, and economy.
- (3) Research, write or revise Long Term Recovery Plan, Strategic Plan, Community Development plan etc.
- (4) Develop specific projects, initiatives and action items to be implemented with CDBG-DR grant funding.
- (5) Prioritize actionable items based on funding potential, feasibility and community benefit.

- (6) Work with Florida Department of Economic Opportunity on the development of an Action Plan for the Town for presentation to and approval of HUD.
- (7) Report progress and developments to the Town.
- (8) Conduct ongoing project management through the life cycle of the grant funded projects.
- (9) Conduct ongoing compliance monitoring of all federally funded projects to ensure full compliance with all federal and state guidelines and policies.
- (10) Maintain oversight and strictly monitor compliance with all Local, State and Federal policies surrounding CDBG-DR grants.
- (11) Complete exit interviews and briefings after project closures.
- (12) Assist the Town in any future audits or related questions.
- (13) Provide other HUD related technical assistance and consulting services as needed.

E. Identification & Pursuit of Other Grant and Funding Opportunities including Hazard Mitigation Grant Program (HMGP).

- (1) Assist and facilitate local government staff with the HMGP, Flood Mitigation Assistance Program (FMAP) and other grant programs.
- (2) Develop Hazard Mitigation Proposals, Cost Benefit Analysis (CBA). Prepare other hazard mitigation services related to Hazard Mitigation Grant Program, Pre-Disaster Mitigation, and other mitigation programs.
- (3) Identify and pursue other eligible grant opportunities to include United States Department of Commerce, Economic Development Administration grants, Florida Division of Emergency Management Grants, etc.
- (4) Assist in the development of Comprehensive Economic Development Strategy.
- (5) Advise Town on economic growth incentive measures to drive private sector investment.
- (6) Seek private capital investment and low cost loan programs.

F. Other Duties as Tasked by Town.

- (1) Review architectural and engineering plans, soil tests, foundation designs, construction details, elevations certificates and other specifications for elevation projects.
- (2) Conduct pre-construction planning for compliance with building codes and coordinate with the planning department for any specialized design issues.
- (3) Interview contractors and sub-contractors for qualifications, experience, references, insurance and financial stability.
- (4) Develop construction packages for contractor bidding.
- (5) Conduct contract closings between contractors and the Town.
- (6) Conduct financial tracking of program funds and homeowner payments.
- (7) Inspect construction for compliance with program requirements and to approve milestone payment request from contractors.
- (8) Conduct final inspections, make adjustments (if required), and provide final elevation certificates to the Town.



- (9) Provide in progress reviews as required to keep the Town informed on project progress.
- (10) Serve as Project Manager for elevations, acquisitions, pilot reconstruction critical facility retrofitting, safe room and emergency shelter retrofitting or constructing, and drainage projects. Project management services cover all tasks from the application process through closeout of projects as required by grant guidelines.

4. PRICING

The Contractor will provide professional consulting services to the Town as set forth in this document. To deploy Contractor, the Town will provide specific **Task Orders for services** needed, based upon the following classifications and hourly rates. **Task Orders may also be based on firm fixed price of deliverables. The Contractor shall not be deployed or begin any services without the express direction, in writing, from the Town. The Town shall not be liable for payment of any services rendered unless the Contractor receives this express written direction, via specific task orders.**

Classification	Hourly Rate
Project Principal	\$180.00
Senior Consultant	\$160.00
Consultant	\$130.00
Jr. Consultant	\$95.00
Administrative Support	\$25.00

Rates are both pre-disaster and post-disaster

A. The Town will only be charged for professional hours documented in biweekly time reports aligned to specific projects being pursued and approved by the Town or for cost of deliverables outlined in task orders.

B. All non-labor costs (travel, per diem, etc.) must be pre-approved by the Town and will be billed with zero mark-up.

C. Payments associated with this contract will be in accordance with **Task Orders issued by the Town**. Task Orders will be in accordance with individual grants pursued by the Town or in accordance with tasks desired by the Town in support of the areas identified in the scope of work in this Agreement. No payments are intended or implied outside of specifically negotiated Task Orders.

D. The maximum contract amount for services rendered by the Contractor under this Agreement, including the amount in the initial Task Order and all subsequent Task Orders, shall not exceed \$2,000,000. This amount may be adjusted by the Town based upon the level and volume of work required for current and future emergency management and recovery efforts. This not-to-exceed amount is required to be included in all contracts from which FEMA and HUD projects may be tasked in the future.

5. PAYMENTS

A. The Town shall make payment in accordance with pricing contained herein, for all Services performed by Contractor. The Contractor shall not incur any indirect costs associated with



Contractor's performance of the Services without written prior approval from the Town. No payments are intended or implied outside of those specifically set forth herein. The Contractor will be responsible to prepare and submit the necessary close-out paperwork to federal and state agencies as required, including all supporting documentation, and to ensure that all billing to federal agencies is complete and accurate.

B. The Contractor shall submit biweekly invoices for Services performed during the preceding biweekly period. All invoices shall be accompanied by time reports for each contracted staff member, including any subcontractors, and must identify the staff member and that staff member's position as authorized by this Agreement.

C. The Town shall not be obligated for payments to Contractor that exceeds the current fiscal year's budget allocation as set by the Board of Town Commissioners.

6. EQUAL OPPORTUNITY AND OTHER LAWS

A. The Contractor shall not discriminate, directly or indirectly, against any employee or applicant for employment based on race, color, creed, religion, sex age, handicap, disability, sexual orientation, gender identification, ancestry, national origin, marital status, familial status, or any other protected class pursuant to Federal, State or Local law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices as provided by the Town, setting forth the provisions of this nondiscrimination clause. The Contractor shall incorporate this provision in all subcontracts for services provided under this Agreement.

B. To the extent set forth in the respective statutes, Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Title I of the Americans with Disabilities Act of 1990; the Equal Pay Act of 1963; the Fair Labor Standards Act of 1938; and the Immigration Reform and Control Act of 1986.

7. TERMINATIONS

A. Termination for Cause. If, through any cause, the Contractor fails to fulfill any obligations or to perform any Services in a timely and proper manner, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Town shall thereupon have the right to terminate their use of this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents and other materials for work described in Section three (3) above shall at the Town's option become the property of the Town. In the event, Contractor violates or breaches the terms of this Agreement, the Town may seek remedy for sanctions or penalties as appropriate and allowable by law.

B. Termination for Convenience. The Town may terminate their use of this Agreement at any time for any reason by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials for work described in Section three (3) above shall, at the option of the Town, become property of the Town.



C. In the event of termination of this Agreement for any reason, payment for the unpaid portion of the Services provided by the Contractor to the date of termination shall be paid to the Contractor.

8. PUBLIC RECORDS

The Parties acknowledge that the Town is a governmental agency. The Town subject is to the Florida Public Records Law, as governed by Chapter 119, Florida Statutes. In accordance with Section 119.0701, Florida Statutes, the following provisions are included in this Agreement:

A. Contractor agrees to keep and maintain public records required by the Town to perform the Services under this agreement.

B. Upon request from the Town's custodian of public records, Contractor agrees to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this agreement and following completion of the agreement if the Contractor does not transfer the records to the Town.

D. Upon completion of the agreement, Contractor shall transfer, at no cost, to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the Services. If the Contractor transfers all public records to the Town upon completion of the agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

9. INDEMNIFICATION

To the extent permitted by law and subject to the limitations, conditions, and requirements of Section 768.28, Florida Statutes, which the Town does not waive, each Party agrees to indemnify, defend and hold harmless the other Party, their officials, officers, and employees, from and against all liabilities, damages, costs and expenses, resulting from or arising out of any negligent acts or omissions by the indemnifying Party, or its officials, officers, or employees, relating in any way to performance under this Agreement.

10. INSURANCE

Contractor shall obtain or possess the following insurance coverages and may be asked to provide Certificates of Insurance to the Town to verify such coverage:

A. Commercial General Liability - The Contractor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be no less than \$1,000,000.00, per occurrence, with a \$2,000,000.00 aggregate.



B. **Business Automobile Liability** - The Contractor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.

C. **Professional Liability (Errors & Omissions)** - The Contractor shall provide coverage for all claims arising out of the Services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this agreement or shall be at least twice the required per claim limit.

11. COOPERATIVE PURCHASING

Pursuant to their own governing laws and subject to the agreement of the Contractor, other governmental entities may be permitted to make purchases at the terms and conditions contained in this Agreement. Non-customer purchases are independent of the Agreement between the Town and the Contractor. The Town shall not be party to any transaction between the Contractor and any other purchaser.

12. GENERAL PROVISIONS

A. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action to enforce any of the provisions of this Agreement shall be maintained in Gadsden County, Florida.

B. **Waiver.** Failure to insist upon strict compliance with any term, covenant or condition of this Agreement shall not be deemed a waiver of it. No waiver or relinquishment of a right or power under this Agreement shall be deemed a waiver of that right or power at any other time.

C. **Modification.** This Agreement shall not be extended, changed or modified, except in writing duly executed by the Parties hereto.

D. **Binding Effect.** This Agreement shall be binding upon the successors and, subject to below, assigns of the Parties hereto.

E. **Assignment.** Because of the unique nature of the relationship between the Parties and the terms of this Agreement, neither Party hereto shall have the right to assign this Agreement or any of its rights or responsibilities hereunder to any third Party without the express written consent of the other Party to this Agreement, which consent shall not unreasonably be withheld.

F. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the matters contained herein, and all prior agreements or arrangements between them with respect to such matters are superseded by this Agreement.

G. **Ambiguity.** This Agreement has been negotiated by the Parties with the advice of counsel and, in the event of an ambiguity herein, such ambiguity shall not be construed against any Party.

H. **Force Majeure.** A Party shall be excused from performance of an obligation under this Agreement to the extent, and only to the extent, that such performance is affected by a "Force Majeure Event" which term shall mean any cause beyond the reasonable control of the Party affected, except where such Party could have reasonably foreseen and reasonably avoided the occurrence, which materially and adversely affects the performance by such Party of its obligation under this



Agreement. Such events shall include, but not be limited to, an act of God, disturbance, hostility, war, or revolution; strike or lockout; epidemic; accident; fire, storm, flood, or other unusually severe weather or act of nature; or any requirements of law.

I. Severability. It is intended that each Section of this Agreement shall be viewed as separate and divisible, and in the event that any Section, shall be held to be invalid, the remaining Sections and parts shall continue to be in full force and effect.

J. Records. The Contractor shall retain, for a period of five (5) years following completion of Services under all task orders, all records, correspondence, subcontracts, financial information, payroll records, invoices, schedules, and other documents of any kind whatsoever relating to the performance of the Services. So long as such documents are retained, the Town, or its representative shall have the right to inspect the same, after three (3) days prior notice, at any time during normal working hours at the locations where such records are kept in the normal course of business or, at the Town's option, in Tallahassee, Florida.

K. Survival of Obligations. Cancellation, expiration, or earlier termination of this Agreement shall not relieve the Parties of obligations that by their nature should survive such cancellation, expiration or termination.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have executed this Agreement as of the date set forth above.

The Integrity Group
Blue Sky Florida Consulting, LLC

 James T. Moore,
 Senior Partner
 Date: _____

Town of Eatonville, Florida

 Date: _____



Exhibit A

Throughout the performance of any work under this Agreement, CONTRACTOR agrees to abide by the following clauses and requirements:

1. **Equal Employment Opportunity.** During the performance of this Agreement, the CONTRACTOR agrees as follows:

a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

c. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or



purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event that CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

2. Compliance with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. As required by Federal program legislation:

a. CONTRACTOR agrees that it shall comply with the *Davis-Bacon Act (40 USC 3141-3144 and 3146-3148)* as supplemented by the Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

i. In accordance with the statute, CONTRACTOR is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR shall pay wages not less than once a week. CONTRACTOR agrees that, for any Task Order to which this requirement applies, the Contract is conditioned upon CONTRACTOR's acceptance of the wage determination.

b. CONTRACTOR agrees that it shall comply with the *Copeland "Anti-Kickback" Act (40 USC 3145)*, as supplemented by the Department of Labor regulations (29 CFR Part 3, "CONTRACTORS and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") and are incorporated by reference into this Agreement.

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

ii. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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

3. Compliance with the Contract Work Hours and Safety Standards Act.

a. Overtime requirements. The CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require nor permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a



territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

c. Withholding for unpaid wages and liquidated damages. The TOWN shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the *Contract Work Hours and Safety Standards Act*, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

d. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

4. **Rights to Inventions Made Under a Contract or Agreement.** As required by Federal program legislation, CONTRACTOR agrees to comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA.

5. **Clean Air Act and Federal Water Pollution Control Act.** As required by Federal program legislation: CONTRACTOR agrees to comply with the following federal requirements:

a. Clean Air Act.

i. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. (2)

ii. The CONTRACTOR agrees to report each violation to the Town and understands and agrees that the TOWN will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

iii. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

b. Federal Water Pollution Control Act

i. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

ii. The CONTRACTOR agrees to report each violation to the TOWN and understands and agrees that the TOWN will, in turn, report each violation as required to assure notification to State of Florida,



Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

iii. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. Suspension and Debarment.

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONTRACTOR is required, and will, verify that neither CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The CONTRACTOR will comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
- c. CONTRACTOR's certification is a material representation of fact relied upon by the TOWN. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State of Florida the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period this Agreement. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

7. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

- a. The CONTRACTOR certifies to the TOWN that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. *The required Certification is provided as an addendum to this Agreement.*
- b. CONTRACTOR will also ensure that each tier of subcontractor(s) shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier-to-tier up to the TOWN.

8. Procurement of Recovered Materials. As required by federal program legislation, CONTRACTOR agrees to the following:

- a. In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. meeting contract performance requirements; or



iii. at a reasonable price.

b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

9. **Department of Homeland Security (DHS) Seals, Logos, and Flags.** The CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10. **Compliance with Federal Law, Regulations, and Executive Orders.** The CONTRACTOR acknowledges that federal financial assistance may be used to fund some parts of this contract. The CONTRACTOR will comply with all applicable federal laws, regulations, executive orders, Treasury Guidance, Uniform Guidance, FEMA policies, procedures, and directives.

11. **No Obligation by Federal Government.** "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

12. **Program Fraud and False or Fraudulent Statements or Related Acts.** The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR actions pertaining to this Agreement.