



CITY COUNCIL MEETING

City of Greenacres, Florida

Monday, July 19, 2021 at 6:00 PM

City Hall Council Chambers | 5800 Melaleuca Lane

AGENDA

Mayor and City Council

Joel Flores, Mayor

John Tharp, Deputy Mayor

Peter A. Noble, Councilmember, District II

Judith Dugo, Councilmember District III

Jonathan G. Pearce, Councilmember, District IV

Paula Bousquet, Councilmember, District V

Administration

Andrea McCue, City Manager

Glen J. Torcivia, City Attorney

Quintella Moorer, City Clerk

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

COMMENTS FROM THE PUBLIC FOR AGENDA ITEMS ONLY

SPECIAL BUSINESS

- 1. Presentation:** Service at Surfside Condo Building Collapse. - Brian Fuller, Fire Rescue Chief.

CONSENT AGENDA

- 2. Official Minutes:** City Council Budget Workshop Meeting Minutes June 7, 2021 and the City Council Meeting Minutes, June 21, 2021. - Quintella L. Moorer, City Clerk.
- 3. Proclamation:** Parks and Recreation Month. - Michele Thompson, Community Recreation Services Director.
- 4. Resolution 2021-32:** Satisfying certain liens imposed against residential property, pursuant to Section 15-31, City of Greenacres Code. - Teri Beiriger, Finance Director.
- 5. Resolution 2021-34:** Authorizing the execution of a Hazard Mitigation Grant Program (HMGP) Grant Agreement to the state of Florida Executive Office of the Governor, Division of Emergency Management, for the Gladiator Lake Drainage Enhancement Project, and authorizing the appropriate City Officials to execute the associated application documents and to administer. - Carlos Cedeno, Public Works Director.
- 6. Resolution 2021-35:** Authorizing the execution of a Hazard Mitigation Grant Program (HMGP) Grant Agreement to the State of Florida Executive Office of the Governor,

Division of Emergency Management, for the Public Works Facility Generator Project, and authorizing the appropriate City Officials to administer the Grant. - Carlos Cedeno, Public Works Director.

REGULAR AGENDA

7. City Manager Andrea McCue Annual Evaluation - Joel Flores, Mayor.
8. City Attorney Glen Torcivia Annual Evaluation. - Joel Flores, Mayor.

DISCUSSION ITEM

9. Art in Public Places. - Andrea McCue, City Manager.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS**STAFF COMMENTS****CITY MANAGER'S REPORT**

- [10.](#) June Department Reports.

CITY ATTORNEY'S REPORT**MAYOR AND CITY COUNCIL REPORT****ADJOURNMENT****Meeting Records Request**

Any person requesting the appeal of a decision of the City Council will require a verbatim record of the proceedings and for that purpose will need to ensure that such verbatim record is made. Pursuant to FS. 286.0105, the record must include the testimony and evidence upon which the appeal is to be based. The City of Greenacres does not prepare or provide such verbatim record.

Notice of Council Meetings and Agendas

The first and third Monday of each month are regular meeting dates for the City Council; special or workshop meetings may be called, whenever necessary. Council Agendas are posted on the City's website on the Friday prior to each Council meeting. A copy of the meeting audio and the complete agenda may be requested at CityClerk@greenacresfl.gov or 561-642-2006.

Americans with Disabilities Act

In accordance with the provisions of the Americans with Disabilities Act (ADA), this document can be made available in an alternate format upon request. Special accommodations can be provided upon request with three (3) days advance notice of any meeting, by contacting City Clerk Quintella Moorner at Greenacres City Hall, 5800 Melaleuca Lane, Greenacres, Florida. Phone No. 561-642-2006. Hearing Assistance: If any person wishes to use a Listen Aid Hearing Device, please contact the City Clerk prior to any meeting held in the Council Chambers.



GREENACRES FIRE RESCUE

Interoffice Memorandum

TO: Jeff Bast, Fire Rescue Captain
Stephen Papia, Fire Rescue Captain
Christopher Nault, Firefighter/Paramedic
Diana Albert, Firefighter/Paramedic
Dion Ambrogio, Firefighter/Paramedic
Alessandra Bouschet, Firefighter/Paramedic
Tyler Wallwork, Firefighter/Paramedic
Carson Kinser, Firefighter/Paramedic
Caitlin Bouschet, Firefighter/EMT/Driver-Engineer
Ralph Varela, Firefighter/EMT
Daniel Delahunty, Firefighter/EMT
Connor Klotz, Firefighter/EMT

FROM: Brian Fuller, Fire Chief

SUBJECT: Level III Commendation

DATE: 07/12/2021

I would like to take this opportunity to commend you for your service at the Champlain Towers condominium collapse, in Surfside, Florida.

I received a request from Fire Chief and SERP County Emergency Response Coordinator, Diana Matty of West Palm Beach Fire Department for firefighters to assist with the debris cleanup and search-and-rescue efforts at the collapse zone. I immediately sent an email to all members of the department to answer that request. You did so without hesitation.

I am honored to witness you put others before yourself and for your bravery in the conditions you were subjected to. Your willingness to serve long, hot hours, under extreme conditions, made a difference in this disaster and helped bring closure to the families of this tragedy. This represents the culture we have at Greenacres Fire Rescue and is something we will continue to foster. Your actions significantly enhanced the integrity of the Department and City as a whole.

Brian Fuller

Fire Chief





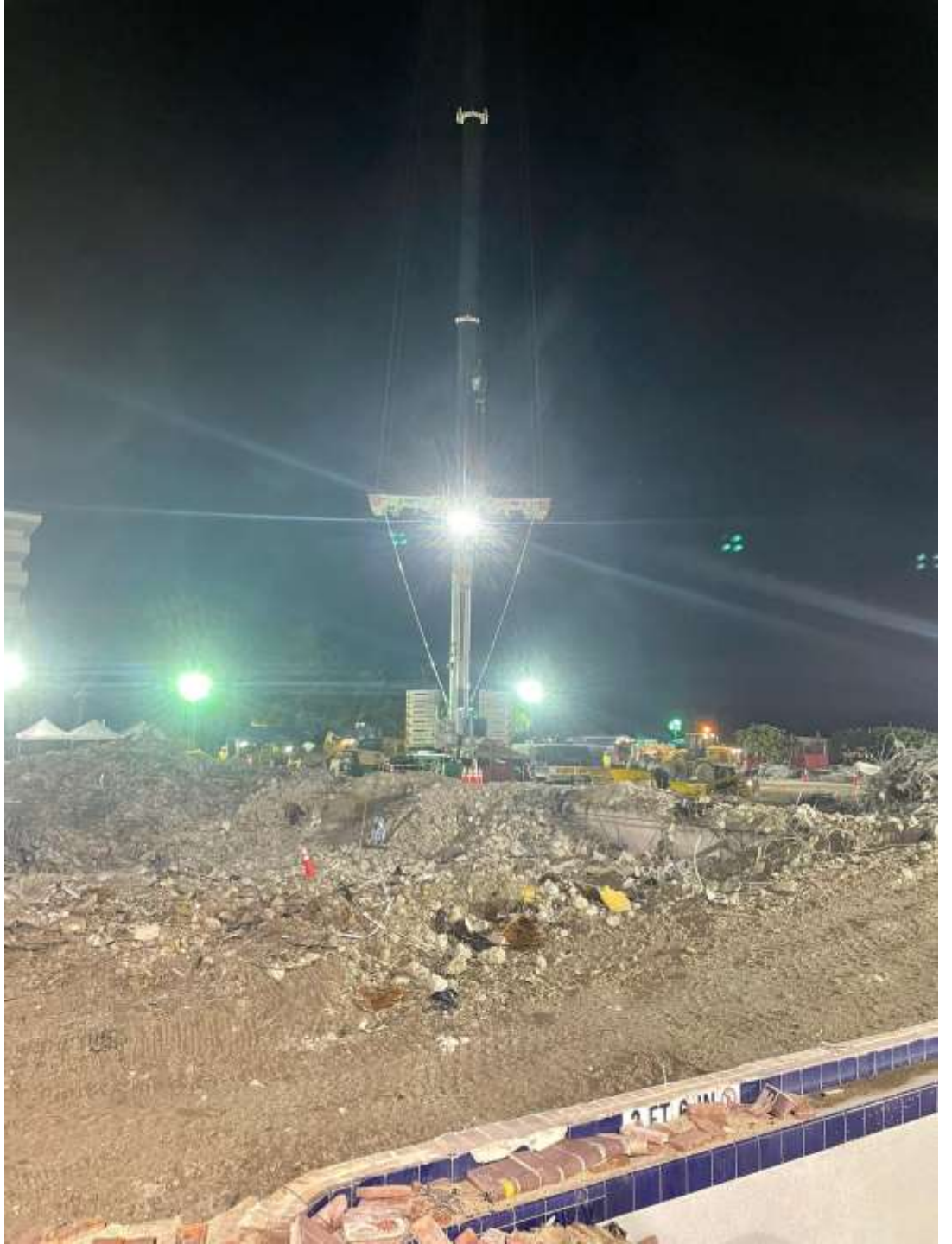


















CITY COUNCIL MEETING

City of Greenacres, Florida

Monday, June 21, 2021 at 6:00 PM

City Hall Council Chambers | 5800 Melaleuca Lane

MINUTES

Mayor and City Council

Joel Flores, Mayor

John Tharp, Deputy Mayor

Peter A. Noble, Councilmember, District II

Judith Dugo, Councilmember District III

Jonathan G. Pearce, Councilmember, District IV

Paula Bousquet, Councilmember, District V

Administration

Andrea McCue, City Manager

Lara Donlon, Acting City Attorney

Quintella Moorer, City Clerk

CALL TO ORDER AND ROLL CALL

Mayor Flores called the meeting to order at 6:00 PM, City Clerk Moorer called the roll.

PRESENT

Mayor Joel Flores

Deputy Mayor John Tharp

Councilmember Peter Noble

Councilmember Judith Dugo

Councilmember Johnathan Pearce

Councilmember Paula Bousquet

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

Motion made by Councilmember Bousquet, Seconded by Councilmember Dugo.

Voting Yea: Deputy Mayor Tharp, Councilmember Noble, Councilmember Dugo, Councilmember Pearce, Councilmember Bousquet

COMMENTS FROM THE PUBLIC FOR AGENDA ITEMS ONLY - None.

SPECIAL BUSINESS**1. Presentation:** Legislative Update. - The Honorable Senator Lori Berman, District 31.

Senator Berman stated the session was a bit different due to Covid-19, no outside input was granted during the sessions which was a bit unfortunate. She highlighted the \$10 billion American Rescue Plan, the update regarding home base businesses and the status quo with Airbnb.

State Representative Joe Casello stated the new home based business rules and regulations. He mentioned a few new bills that were passed such as anti-voting registration, HB713 anti-social media bill, and HB1 anti-riot legislature. He also stated the internet sales tax was passed. He thanked the mayor for welcoming him.

2. Presentation: 2021 Educational Scholarship Award Winners. - Councilmember Paula Bousquet, Chair.

Councilmember Bousquet presented the Denise Padgett Memorial Scholarship and the Norman Rose Memorial Scholarship Awards to Mr. Roberto Tello, Mr. Alexander Thomas, Ms. Ridjinie Petit-Home, Mr. Abdel Kareem Hilo, Mr. Alexander Tapia, and Ms. Maia Anderson. Mayor Flores congratulated the scholarship recipients and hoped one day they would come back and give back to the community.

3. Presentation: Comprehensive Financial Report Approval. - Teri Beiriger, Finance Director.

Mr. Ron Bennett presented the Comprehensive Report and provided a few financial highlights, stating the City was in compliance and revenue had increased 1.5 percent during COVID-19. Mr. Bennett thanked the Mayor and Council for their cooperation during COVID-19. Mayor Flores asked if there were any expected trends, Mr. Bennett stated the City was starting the budget process, and that next year numbers may go up, but was uncertain of changes.

CONSENT AGENDA**4. Official Minutes:** City Council Meeting Minutes, June 7, 2021. - Quintella Moorer, City Clerk.**5. Board Ratification - PBSO/FF Retirement Board of Trustees (BOT)** - Ratifying Mr. Kyle Morejon to serve a four (4) year term. - Andrea McCue, City Manager.**6. Resolution 2021-25:** Authorizing the execution of the FY 2020-2021 Interlocal Agreement between Palm Beach County and the City of Greenacres for the full reimbursement of emergency medical services grant equipment in the amount of \$16,196.46; and providing for an effective date. - Brian Fuller, Fire Rescue Chief.**7. Resolution 2021-29:** Approving Contract Number WE1236, between the Florida Department of Corrections and the City of Greenacres for the purpose of providing Work Squad(s) to the City during fiscal year 2022; authorizing the appropriate City Officials to execute contract Number W1236; providing for transmittal to the Department of Corrections; and providing for an effective date. - Carlos Cedeno, Public Works Director.

Motion made by Deputy Mayor Tharp, Seconded by Councilmember Noble. Voting Yea: Deputy Mayor Tharp, Councilmember Noble, Councilmember Dugo, Councilmember Pearce, and Councilmember Bousquet.

REGULAR AGENDA

- 8. Florida League of Cities (FLC) Annual Conference Voting Delegate:** Designation of Voting Delegate for the 95th Annual FLC Conference to be held in Orlando, Florida on August 12-14, 2021. - Andrea McCue, City Manager.

Ms. McCue stated the Voting Delegate must attend the conference. The Council selected Mayor Flores as the Voting Delegate.

Motion made by Councilmember Pearce, Seconded by Councilmember Dugo.

Voting Yea: Deputy Mayor Tharp, Councilmember Noble, and Councilmember Dugo, Councilmember Pearce, Councilmember Bousquet.

DISCUSSION ITEM - None.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS - None.

CITY MANAGER'S REPORT

9. Department Reports.

Ms. McCue stated FPL would be changing the streets lights on Lake Worth Road to LED. Staff would also be collecting items for back to school event, Ignite the Night will be back on July 4. City Manager McCue stated that her self-evaluation is coming up in July.

CITY ATTORNEY'S REPORT

No report.

MAYOR AND CITY COUNCIL REPORT

Deputy Mayor Tharp: None.

Councilmember Noble: None.

Councilmember Dugo: Stated the new utility boxes were very nice.

Councilmember Pearce: Thanked Councilmember Bousquet for her service on the Scholarship Committee.

Councilmember Bousquet: Stated this year's scholarship recipients did a great job.

Mayor Flores: Requested the City Manager and City Attorney's self-evaluations for the next council meeting.

ADJOURNMENT at 7:01pm

Motion made by Councilmember Bousquet, Seconded by Councilmember Dugo.

Voting Yea: Deputy Mayor Tharp, Councilmember Noble, Councilmember Dugo, Councilmember Pearce, Councilmember Bousquet

Joel Flores
Mayor

Quintella Moorer, CMC
City Clerk

Date Approved: _____



CITY COUNCIL BUDGET WORKSHOP

City of Greenacres, Florida

Monday, June 07, 2021 at 7:00 PM

City Hall Council Chambers | 5800 Melaleuca Lane

MINUTES

CALL TO ORDER AND ROLL CALL

Mayor Joel Flores called the Budget Workshop Meeting to order at 7:15 p.m. City Clerk Moorer called the roll.

COMMENTS FROM THE PUBLIC FOR AGENDA ITEMS ONLY. None.

AGENDA APPROVAL

Motion made by Councilmember Bousquet, Seconded by Deputy Mayor Tharp. Voting Yea: Tharp, Noble, Dugo, Pearce and Bousquet.

FISCAL YEAR 2022 BUDGET:

1. Capital Improvement Projects. - Andrea McCue, City Manager and Teri Beiriger, Finance Director.

City Manager McCue provided a brief overview and advised Council that the fiscal year 2022 numbers were not available until end of June. She mentioned the Property Appraiser provided the values. Ms. McCue expected to see the impact of the housing market next year.

Ms. McCue said they would highlight a few items on the Capital Improvement Project list, not all.

Ms. McCue asked for direction regarding allocation of the Property Improvement Grant Program. Councilmember Pearce agreed to \$50,000, Deputy Mayor Tharp agreed to \$100,000, Councilmember Noble and Bousquet agreed to divide a \$100,000 between commercial and residential properties, and Councilmember Dugo agreed to \$50,000 as a placeholder. Mayor Flores requested the Property Improvement Project criteria as a future agenda/workshop item.

Council agreed to allocate \$20,000 to Art in Public Places. Councilmember Noble disagreed on murals.

Council agreed to move forward with establishing a 501(C) (3) fund for the City and a criterion to collect donations with a write-off incentive.

Majority of Council agreed to allocate \$10,500 total/\$1,500 to each recipient of the Educational Scholarships fund. Councilmember Noble disagreed to the allocated amount.

Ms. McCue highlighted various projects in the 301 New Growth fund. She detailed the generator grant was pending, the Tyler Energov was widely needed for security and expanding and the Bowman Improvement Project was moving forward in fiscal year 2022.

Ms. McCue mentioned a few large projects in the 303 Fund such as the City Parks Improvements: which included play structures, sports turf upgrades, and fields. She also mentioned adding flooring to the Community Center Banquet room. Deputy Mayor Tharp suggested adding a City Dog park. The Council approved the 303 funding allocations.

Ms. McCue presented the 304 Reconstruction and Maintenance fund, which was the largest of the funds. She stated maintenance, construction and equipment replacement were a part of this

fund. Ms. McCue highlighted the Public Works equipment and roadway replacement program using a usage matrix, which was very helpful.

Ms. McCue mentioned the Fire Station bay doors and fire equipment were budgeted for repair along with various grants.

Ms. McCue did not highlight the routine budgeted items.

The 305 Surtax Fund approved by Referendum provide the City with over twenty-three million dollars over a ten-year period. To date the City had used 6.7 million. She stated there was no timeframe on the funds.

Due to the increase of pedestrian traffic in Harvest Pines, the City was reviewing the shared green space adjacent to City Hall to include a play area and other park enchantments.

Mayor Flores suggested the residents of Harvest Pines provide input into the enhanced park process, and the Council agreed.

Ms. McCue continued to discuss vehicle replacements, median rejuvenation, entryway monuments, and plans for Chickasaw Road.

Ms. McCue created the 305-234 budget to provide enhancements and beautification to the Municipal City Hall Complex due to increased usage. Ms. McCue mentioned various enhancements such as a boat/kayak launch, exercise stations, observation deck, fish attraction devices and gaming tables. She stated the City was hoping for grant dollars.

Councilmember Noble questioned expanding the office space of City Hall. Councilmember Dugo suggested creating a new space for the Passport Services office.

The 306 American Rescue Plan would provide 17.2 million dollars and the plans were to utilize the funds for the Septic to Sewer project, Complete Streets, Youth Programs and Fire Station Buildings.

2. Preliminary Revenue and Expenditures. - Andrea McCue, City Manager and Teri Beiriger, Finance Director.

Ms. McCue stated the City was trending very well in fiscal year 2021, and expected the City to end the year off with \$173,843.

3. City of Greenacres Events Review. - Andrea McCue, City Manager and Teri Beiriger, Finance Director.

Ms. McCue highlighted a few fiscal year 2022 calendar of events and sponsorships.

Mayor Flores asked if the Council had an interest in the Red Light Camera Program. Councilmember Dugo, Pearce and Noble had no interest. Deputy Mayor Tharp and Councilmember Bousquet agreed to have Staff provide feedback. No further action would be taken.

ADJOURNMENT at 9:06pm.

Joel Flores
Mayor

Quintella Moorer, CMC
City Clerk

Date Approved: _____



ITEM SUMMARY

MEETING DATE: July 19, 2021

FROM: Teri Beiriger, Finance Director, Department of Finance

SUBJECT: Resolution No. 2021-32 Release of Liens for Solid Waste Collection

BACKGROUND

Section 15-30, City of Greenacres Code, provides for the imposition of liens upon residential properties for the non-payment of City solid waste bills. Section 15-32, City of Greenacres Code, provides for release of the liens when accounts are paid in full.

ANALYSIS

One hundred (100) liens on twenty-two (22) solid waste accounts totaling \$27,075.18 have been paid in full. The attached Resolution #2021-32 releases those one hundred (100) liens on twenty-two (22) accounts.

FINANCIAL INFORMATION

Liens amounting to \$27,075.18 have been paid in full and are proposed for release.

LEGAL

The resolution has been prepared in accordance with all applicable City regulations.

STAFF RECOMMENDATION

Approval of Resolution 2021-32.

RESOLUTION NO. 2021-32**A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, SATISFYING CERTAIN LIENS IMPOSED AGAINST RESIDENTIAL PROPERTY, PURSUANT TO SECTION 15-31, CITY OF GREENACRES CODE.**

WHEREAS, the City Council of Greenacres, Florida, adopted Resolutions contained in the list, attached hereto as Exhibit "A", imposing liens upon certain residential properties for the owners' failure to pay for the collection and disposal of garbage, recyclable materials and vegetative waste as required by Section 15-26, City of Greenacres Code; and

WHEREAS, the owners of the residential properties contained in Exhibit "A", have brought their accounts current for the payment of the debts and charges for the collection and disposal of garbage, recyclable materials and vegetative waste, plus applicable interest and administrative fees.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, THAT:

SECTION 1. Under the terms of Section 15-32, City of Greenacres Code, residential properties contained in the list supplied by the Finance Department of Greenacres, Florida, attached to this Resolution as Exhibit "A", have satisfied their imposed liens as recorded with the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Official Records Book.

SECTION 2. This Resolution shall be recorded in the Public Records of Palm Beach County, Florida, and shall have the effect of releasing said liens against those residential properties contained in the list attached hereto as Exhibit "A" only.

Resolution No. 2021-32 | Release of Solid Waste Liens

Page No. 2

RESOLVED AND ADOPTED this 19th of day of July, 2021.

Joel Flores, Mayor

Attest:

Quintella Moorer, City Clerk

Voted:
John Tharp, Deputy Mayor

Voted:
Peter Noble, Council Member, *District II*

Voted:
Judith Dugo, Council Member, *District III*

Voted:
Jonathan Pearce, Council Member, *District IV*

Voted:
Paula Bousquet, Council Member, *District V*

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia, City Attorney

City of Greenacres Solid Waste Collections

RELEASE OF LIENS

Resolution #2021-32

Exhibit A

Through June 30, 2021

Account Number	PCN	Customer Name	Property Address	Lien #	Lien Amount	Lien Pd
01637-001	18-42-44-24-24-162-0162	Figueroa, Eda I	3766 Mil Run Ct, Greenacres, FI 33463	2016-39	\$ 210.98	by 6/30/21
01637-001	18-42-44-24-24-000-0162	Figueroa, Eda I	3766 Mil Run Ct, Greenacres, FI 33463	2017-40	\$ 366.93	by 6/30/21
02192-001	18-42-44-23-08-001-0093	Deligardo, Sol	5847 S 37Th St, Greenacres, FI 33463	2012-05	\$ 146.92	by 6/30/21
02192-001	18-42-44-23-08-001-0093	Deligardo, Sol	5847 S 37Th St, Greenacres, FI 33463	2014-29	\$ 239.17	by 6/30/21
02192-001	18-42-44-23-08-001-0093	Deligardo, Sol	5847 S 37Th St, Greenacres, FI 33463	2015-46	\$ 211.66	by 6/30/21
02192-001	18-42-44-23-08-001-0093	Deligardo, Sol	5847 S 37Th St, Greenacres, FI 33463	2017-14	\$ 333.94	by 6/30/21
02192-001	18-42-44-23-08-001-0093	Deligardo, Sol	5847 S 37Th St, Greenacres, FI 33463	2018-10	\$ 275.42	by 6/30/21
02245-001	18-42-44-23-08-002-0052	Springer, Mona	5846 S 37Th St, Greenacres, FI 33463	2017-40	\$ 161.38	by 6/30/21
02820-001	18-42-44-22-13-250-0250	Hunt, Louis	3499 Chickasaw Cir, Greenacres, FI 33467	2016-39	\$ 157.57	by 6/30/21
02820-001	18-42-44-22-13-000-0250	Hunt, Louis	3499 Chickasaw Cir, Greenacres, FI 33467	2017-40	\$ 182.18	by 6/30/21
03030-001	18-42-44-25-18-161-0161	Gray, Lorraine	4732 Chariot Cir, Greenacres, FI 33463	2016-39	\$ 157.57	by 6/30/21
03140-001	18-42-44-25-19-002-0350	Lopez, Alexis & Evelyn	4604 Centurian Cir, Greenacres, FI 33463	2006-04	\$ 71.00	by 6/30/21
03140-001	18-42-44-25-19-002-0350	Lopez, Alexis & Evelyn	4604 Centurian Cir, Greenacres, FI 33463	2007-05	\$ 141.64	by 6/30/21
03140-001	18-42-44-25-19-002-0350	Lopez, Alexis & Evelyn	4604 Centurian Cir, Greenacres, FI 33463	2008-07	\$ 163.78	by 6/30/21
03140-001	18-42-44-25-19-002-0350	Lopez, Alexis & Evelyn	4604 Centurian Cir, Greenacres, FI 33463	2009-37	\$ 156.71	by 6/30/21
03140-001	18-42-44-25-19-002-0350	Lopez, Alexis & Evelyn	4604 Centurian Cir, Greenacres, FI 33463	2010-35	\$ 213.68	by 6/30/21
03140-001	18-42-44-25-19-002-0350	Lopez, Alexis & Evelyn	4604 Centurian Cir, Greenacres, FI 33463	2011-39	\$ 241.31	by 6/30/21
03140-001	18-42-44-25-19-002-0350	Lopez, Alexis & Evelyn	4604 Centurian Cir, Greenacres, FI 33463	2012-25	\$ 275.47	by 6/30/21
03140-001	18-42-44-25-19-002-0350	Lopez, Alexis & Evelyn	4604 Centurian Cir, Greenacres, FI 33463	2013-36	\$ 312.61	by 6/30/21
03140-001	18-42-44-25-19-002-0350	Lopez, Alexis & Evelyn	4604 Centurian Cir, Greenacres, FI 33463	2014-29	\$ 354.21	by 6/30/21
03140-001	18-42-44-25-19-002-0350	Lopez, Alexis & Ev	4604 Centurian Cir, Greenacres, FI 33463	2015-46	\$ 424.79	by 6/30/21
03140-001	18-42-44-25-19-002-0350	Lopez, Alexis & Evelyn	4604 Centurian Cir, Greenacres, FI 33463	2017-14	\$ 676.42	by 6/30/21
03140-001	18-42-44-25-19-002-0350	Lopez, Alexis & Evelyn	4604 Centurian Cir, Greenacres, FI 33463	2018-10	\$ 539.05	by 6/30/21
03199-001	18-42-44-25-19-003-0170	Elviria, Sinthia/Torres, Alberto	4220 Centurian Cir, Greenacres, FI 33463	2012-05	\$ 91.63	by 6/30/21
03199-001	18-42-44-25-19-003-0170	Elviria, Sinthia/Torres, Alberto	4220 Centurian Cir, Greenacres, FI 33463	2013-05	\$ 161.29	by 6/30/21
03199-001	18-42-44-25-19-003-0170	Elviria, Sinthia/Torres, Alberto	4220 Centurian Cir, Greenacres, FI 33463	2014-05	\$ 188.77	by 6/30/21
03199-001	18-42-44-25-19-003-0170	Elviria, Sinthia/Torres, Alberto	4220 Centurian Cir, Greenacres, FI 33463	2015-04	\$ 205.14	by 6/30/21
03199-001	18-42-44-25-19-170-0170	Elviria/Torres, Sinthia/Alberto	4220 Centurian Cir, Greenacres, FI 33463	2016-11	\$ 246.75	by 6/30/21
03199-001	18-42-44-25-19-003-0170	Torres, Sinthia Elvira & Alberto	4220 Centurian Cir, Greenacres, FI 33463	2017-14	\$ 278.96	by 6/30/21
03199-001	18-42-44-25-19-003-0170	Torres, Sinthia Elvira & Alberto	4220 Centurian Cir, Greenacres, FI 33463	2018-10	\$ 305.64	by 6/30/21
03265-001	18-42-44-25-24-000-0030	McDonough, Grace	4680 Rome Ct, Greenacres, FI 33463	2008-29	\$ 127.32	by 6/30/21
03265-001	18-42-44-25-24-000-0030	McDonough, Grace	4680 Rome Ct, Greenacres, FI 33463	2009-37	\$ 159.87	by 6/30/21
03265-001	18-42-44-25-24-000-0030	McDonough, Grace	4680 Rome Ct, Greenacres, FI 33463	2010-35	\$ 182.58	by 6/30/21
03265-001	18-42-44-25-24-000-0030	McDonough, Grace	4680 Rome Ct, Greenacres, FI 33463	2011-39	\$ 206.25	by 6/30/21
03265-001	18-42-44-25-24-000-0030	McDonough, Grace	4680 Rome Ct, Greenacres, FI 33463	2012-25	\$ 235.83	by 6/30/21
03265-001	18-42-44-25-24-000-0030	McDonough, Grace	4680 Rome Ct, Greenacres, FI 33463	2013-36	\$ 268.01	by 6/30/21
03265-001	18-42-44-25-24-000-0030	McDonough, Grace	4680 Rome Ct, Greenacres, FI 33463	2014-29	\$ 304.03	by 6/30/21
03265-001	18-42-44-25-24-000-0030	McDonough, Grace	4680 Rome Ct, Greenacres, FI 33463	2015-46	\$ 363.12	by 6/30/21
03265-001	18-42-44-25-24-000-0030	McDonough, Grace	4680 Rome Ct, Greenacres, FI 33463	2017-14	\$ 577.31	by 6/30/21
03265-001	18-42-44-25-24-000-0030	McDonough, Grace	4680 Rome Ct, Greenacres, FI 33463	2018-10	\$ 462.85	by 6/30/21
03348-001	18-42-44-23-01-008-0170	Bergstein, Jack/Crocker, Susan/Flaherty, F	557 Jackson Ave, Greenacres, FI 33463	2014-05	\$ 259.85	by 6/30/21
03377-001	18-42-44-23-01-010-0270	Harvey, Errol	331 333 Jackson Ave, Lauderdale Lakes, FI 33463	2014-05	\$ 1,504.21	by 6/30/21

03377-001	18-42-44-23-01-010-0270	Harvey, Errol	331 333 Jackson Ave, Lauderdale Lakes, Fl 33463	2015-04	\$ 426.77	by 6/30/21
03377-001	18-42-44-23-01-270-0270	Harvey, Errol	331 333 Jackson Ave, Lauderdale Lakes, Fl 33463	2016-11	\$ 525.77	by 6/30/21
03377-001	18-42-44-23-01-010-0270	Harvey, Errol	331 333 Jackson Ave, Lauderdale Lakes, Fl 33463	2017-14	\$ 597.03	by 6/30/21
03377-001	18-42-44-23-01-010-0270	Harvey, Errol	331 333 Jackson Ave, Lauderdale Lakes, Fl 33463	2018-10	\$ 647.79	by 6/30/21
04452-001	18-42-44-27-21-000-0113	Fox, Israel	1103 Timberlane Cir, Greenacres, Fl 33463	2011-39	\$ 247.27	by 6/30/21
04452-001	18-42-44-27-21-000-0113	Fox, Israel	1103 Timberlane Cir, Greenacres, Fl 33463	2012-25	\$ 181.54	by 6/30/21
04452-001	18-42-44-27-21-000-0113	Fox, Isabel	1103 Timberlane Cir, Greenacres, Fl 33463	2013-36	\$ 206.70	by 6/30/21
04452-001	18-42-44-27-21-000-0113	Fox, Israel	1103 Timberlane Cir, Greenacres, Fl 33463	2014-29	\$ 235.03	by 6/30/21
04452-001	18-42-44-27-21-000-0113	Fox, Isabel	1103 Timberlane Cir, Greenacres, Fl 33463	2015-46	\$ 278.47	by 6/30/21
04452-001	18-42-44-27-21-000-0113	Fox, Isabel	1103 Timberlane Cir, Greenacres, Fl 33463	2017-14	\$ 441.33	by 6/30/21
04452-001	18-42-44-27-21-000-0113	Fox, Isabel	1103 Timberlane Cir, Greenacres, Fl 33463	2018-10	\$ 358.09	by 6/30/21
04779-001	18-42-44-23-01-090-0090	Diaz, Alma	232 Broward Ave, Greenacres, Fl 33463	2016-11	\$ 158.11	by 6/30/21
04779-001	18-42-44-23-01-090-0090	Diaz, Alma	232 Broward Ave, Greenacres, Fl 33463	2017-14	\$ 178.28	by 6/30/21
06403-001	18-42-44-26-23-000-0260	Santiago, Luis & Laure	150 Baldwin Blvd, Greenacres, Fl 33463	2006-25	\$ 111.56	by 6/30/21
06403-001	18-42-44-26-23-000-0260	Santiago, Luis & Laure	150 Baldwin Blvd, Greenacres, Fl 33463	2007-26	\$ 147.69	by 6/30/21
06403-001	18-42-44-26-23-000-0260	Santiago, Luis & Laure	150 Baldwin Blvd, Greenacres, Fl 33463	2008-29	\$ 175.67	by 6/30/21
06403-001	18-42-44-26-23-000-0260	Santiago, Luis & Laure	150 Baldwin Blvd, Greenacres, Fl 33463	2010-35	\$ 130.20	by 6/30/21
06403-001	18-42-44-26-23-000-0260	Santiago, Luis & Laure	150 Baldwin Blvd, Greenacres, Fl 33463	2011-39	\$ 218.30	by 6/30/21
06403-001	18-42-44-26-23-000-0260	Santiago, Luis & Laure	150 Baldwin Blvd, Greenacres, Fl 33463	2013-05	\$ 348.55	by 6/30/21
06403-001	18-42-44-26-23-000-0260	Santiago, Luis & Laure	150 Baldwin Blvd, Greenacres, Fl 33463	2014-05	\$ 310.18	by 6/30/21
06403-001	18-42-44-26-23-000-0260	Jupiter House LLC	150 Baldwin Blvd, Greenacres, Fl 33463	2015-04	\$ 320.74	by 6/30/21
06403-001	18-42-44-26-23-260-0260	Jupiter House LLC,	150 Baldwin Blvd, Greenacres, Fl 33463	2016-11	\$ 400.95	by 6/30/21
06403-001	18-42-44-26-23-000-0260	Jupiter House Llc	150 Baldwin Blvd, Greenacres, Fl 33463	2017-14	\$ 452.85	by 6/30/21
06403-001	18-42-44-26-23-000-0260	Jupiter House Llc	150 Baldwin Blvd, Greenacres, Fl 33463	2018-10	\$ 486.92	by 6/30/21
07528-001	18-42-44-35-13-220-1220	Buchanan, Astley	5054 Northern Lights Dr, Greenacres, Fl 33463	2016-39	\$ 157.57	by 6/30/21
07528-001	18-42-44-35-13-000-1220	Buchanan, Astley	5054 Northern Lights Dr, Greenacres, Fl 33463	2017-40	\$ 182.18	by 6/30/21
07862-001	18-42-44-35-17-000-0410	Augustin, Jocelyn & Jeanne	5026 Sabrelina Ter, Greenacres, Fl 33463	2011-39	\$ 91.30	by 6/30/21
07862-001	18-42-44-35-17-000-0410	Augustin, Jocelyn & Jeanne	5026 Sabrelina Ter, Greenacres, Fl 33463	2013-36	\$ 210.56	by 6/30/21
07862-001	18-42-44-35-17-000-0410	Augustin, Jocelyn & Jeanne	5026 Sabrelina Ter, Greenacres, Fl 33463	2014-29	\$ 192.71	by 6/30/21
07862-001	18-42-44-35-17-000-0410	Augustin, Jocelyn & Jeanne	5026 Sabrelina Ter, Greenacres, Fl 33463	2015-46	\$ 226.64	by 6/30/21
07862-001	18-42-44-35-17-000-0410	Augustin, Jocelyn & Jeanne	5026 Sabrelina Ter, Greenacres, Fl 33463	2017-14	\$ 357.95	by 6/30/21
07862-001	18-42-44-35-17-000-0410	Augustin, Jocelyn & Jeanne	5026 Sabrelina Ter, Greenacres, Fl 33463	2018-10	\$ 293.98	by 6/30/21
07943-001	18-42-44-35-16-000-1870	Severe, Nikelle	5075 Starblaze Dr, Greenacres, Fl 33463	2015-46	\$ 294.00	by 6/30/21
07943-001	18-42-44-35-16-000-1870	Basile, Evens	5075 Starblaze Dr, Greenacres, Fl 33463	2017-14	\$ 274.74	by 6/30/21
07943-001	18-42-44-35-16-000-1870	Basile, Evens	5075 Starblaze Dr, Greenacres, Fl 33463	2018-10	\$ 229.88	by 6/30/21
08108-001	18-42-44-35-13-000-2120	Reyes, Iliana/Sanabria, Hernando	5206 Rising Comet Ln, Greenacres, Fl 33463	2015-04	\$ 99.89	by 6/30/21
08108-001	18-42-44-35-13-120-2120	Sanabria/Reyes, Hernando/Iliana	5206 Rising Comet Ln, Greenacres, Fl 33463	2016-11	\$ 171.23	by 6/30/21
08108-001	18-42-44-35-13-000-2120	Sanabria, Iliana Reyes & Hernando	5206 Rising Comet Ln, Greenacres, Fl 33463	2017-14	\$ 193.75	by 6/30/21
08108-001	18-42-44-35-13-000-2120	Sanabria, Iliana Reyes & Hernando	5206 Rising Comet Ln, Greenacres, Fl 33463	2018-10	\$ 216.80	by 6/30/21
08130-001	18-42-44-35-18-000-1540	Ortiz, Felix Jr & Janette	5409 Sealine Blvd, Greenacres, Fl 33463	2010-35	\$ 90.33	by 6/30/21
08130-001	18-42-44-35-18-000-1540	Ortiz, Felix Jr & Janette	5409 Sealine Blvd, Greenacres, Fl 33463	2011-39	\$ 158.05	by 6/30/21
08130-001	18-42-44-35-18-000-1540	Ortiz, Felix Jr & Janette	5409 Sealine Blvd, Greenacres, Fl 33463	2012-25	\$ 181.63	by 6/30/21
08130-001	18-42-44-35-18-000-1540	Ortiz, Felix Jr & Janette	5409 Sealine Blvd, Greenacres, Fl 33463	2013-36	\$ 206.79	by 6/30/21
08130-001	18-42-44-35-18-000-1540	Ortiz, Felix Jr & Janette	5409 Sealine Blvd, Greenacres, Fl 33463	2014-29	\$ 235.20	by 6/30/21
08130-001	18-42-44-35-18-000-1540	Ortiz, Felix & Jan	5409 Sealine Blvd, Greenacres, Fl 33463	2015-46	\$ 278.71	by 6/30/21
08130-001	18-42-44-35-18-000-1540	Ortiz, Felix & Janette	5409 Sealine Blvd, Greenacres, Fl 33463	2017-14	\$ 441.67	by 6/30/21
08130-001	18-42-44-35-18-000-1540	Ortiz, Felix & Janette	5409 Sealine Blvd, Greenacres, Fl 33463	2018-10	\$ 358.35	by 6/30/21
08150-001	18-42-44-35-19-000-3690	Grant, Alecia	5512 Monte Fino Ct, Greenacres, Fl 33463	2017-40	\$ 221.23	by 6/30/21

08726-001	18-42-44-10-35-160-0160	Oppenberg, Gale L	1034 Pinewood Lake Ct, Greenacres, Fl 33415	2016-39	\$ 157.57	by 6/30/21
08726-001	18-42-44-10-35-160-0160	Oppenberg, Gale L	1034 Pinewood Lake Ct, Greenacres, Fl 33415	2017-40	\$ 182.18	by 6/30/21
08901-001	18-42-44-36-36-000-0660	Edouard, Pierre	4704 Cohune Palm Ct, Greenacres, Fl 33463	2017-40	\$ 161.38	by 6/30/21
09088-001	18-42-44-03-10-000-0480	Oppenberg, Gale	6742 Osage Cir, Greenacres, Fl 33413	2012-05	\$ 92.11	by 6/30/21
09088-001	18-42-44-03-10-000-0480	Oppenberg, Gale	6742 Osage Cir, Greenacres, Fl 33413	2013-05	\$ 161.39	by 6/30/21
09088-001	18-42-44-03-10-000-0480	Oppenberg, Gale	6742 Osage Cir, Greenacres, Fl 33413	2014-05	\$ 188.87	by 6/30/21
09088-001	18-42-44-03-10-000-0480	Oppenberg, Gale	6742 Osage Cir, Greenacres, Fl 33413	2015-04	\$ 205.20	by 6/30/21
09088-001	18-42-44-03-10-480-0480	Oppenberg, Gale L	6742 Osage Cir, Greenacres, Fl 33413	2016-11	\$ 246.87	by 6/30/21
09088-001	18-42-44-03-10-000-0480	Oppenberg, Gale L	6742 Osage Cir, Greenacres, Fl 33413	2017-14	\$ 279.11	by 6/30/21
09088-001	18-42-44-03-10-000-0480	Oppenberg, Gale L	6742 Osage Cir, Greenacres, Fl 33413	2018-10	\$ 305.77	by 6/30/21

22 accts

100 liens

\$ 27,075.18



ITEM SUMMARY

MEETING DATE: July, 19, 2021

FROM: Carlos Cedeño, Director, Public Works Department

SUBJECT: Resolution No. 2021-34 Gladiator Lake Drainage Enhancement Agreement

BACKGROUND

On July 2, 2018, City Council approved Resolution No. 2018-22 for the submission of a Hazard Mitigation Grant Program application requesting funding approval to reduce flooding in the area of Palm Beach Villas II subdivision by taking measures to providing protection against a 25-year storm event. Through best engineering practices and collaboration with residents, the City will develop an enhanced drainage system through strategic dredging, improved slopes and bank stabilization.

ANALYSIS

On June 11, 2021 The State of Florida Executive Office of the Governor, Division of Emergency Management in partnership with the Federal Emergency Management Agency (FEMA) notified the City that the grant funds were awarded for the Gladiator Lake Drainage Enhancement Project. Resolution 2021-34 authorizes the approval of the federally funded sub-award and the execution of the grant agreement by the appropriate City Official (Mayor).

FINANCIAL INFORMATION

The grant requires a minimum of 25% matching of funds (\$456,520) of the total cost of the project (\$1,825,000). The project is included in the FY 2021 Budget.

LEGAL

The Resolution has been prepared in accordance with applicable City Code requirements

STAFF RECOMMENDATION

Approval of Resolution No. 2021-34 executing grant award agreement between the Federal Emergency Management Agency through the Florida Division of Emergency Management and the City of Greenacres.

RESOLUTION NO. 2021-34

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AUTHORIZING THE EXECUTION OF A HAZARD MITIGATION GRANT PROGRAM (HMGP) GRANT AGREEMENT TO THE STATE OF FLORIDA EXECUTIVE OFFICE OF THE GOVERNOR, DIVISION OF EMERGENCY MANAGEMENT, FOR THE GLADIATOR LAKE DRAINAGE ENHANCEMENT PROJECT, AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE ASSOCIATED APPLICATION DOCUMENTS AND TO ADMINISTER THE GRANT.

WHEREAS, the Department of Community Affairs, Division of Emergency Management in partnership with the Federal Emergency Management Agency announced the availability of Hazard Mitigation Grant Program funds as a result of the Presidential Disaster Declaration for Hurricane Irma (FEMA-4337 DR-FL); and

WHEREAS, it was determined there is a need to enhance Gladiator Lake that serves the Palm Beach Villas II subdivision; and

WHEREAS, the proposed project is consistent with and would further the goals of the City's and County's Local Mitigation Strategy; and

WHEREAS, funding of this project will provide enhanced flood protection to the residents of the Palm Beach Villas II subdivision; and

WHEREAS, the City Council finds that it would be in the best interests of the residents for the City to execute the grant agreement for the drainage enhancement of Gladiator Lake within the Palm Beach Villas II subdivision to mitigate the impact of future storms.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, THAT:

Section 1. The City hereby authorizes the appropriate City officials to execute and submit all documents for the Hazard Mitigation Grant Program (HMGP) grant application and to administer said grant.

RESOLVED AND ADOPTED this 19th day of July, 2021

Voted

Joel Flores
Mayor

_____(_____)_____
John Tharp
Deputy Mayor

Attest:

Quintella Moorer
City Clerk

_____(_____)_____
Peter A. Noble
Councilman, District II

_____(_____)_____
Judith Dugo
Councilman, District III

_____(_____)_____
Jonathan G. Pearce
Councilman, District IV

_____(_____)_____
Paula Bousquet
Councilman, District V

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia
City Attorney

SUB-RECIPIENT AGREEMENT CHECKLIST**DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU**

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Greenacres
PROJECT #:	4337-263-R
PROJECT TITLE:	City of Greenacres, Gladiator Lake Enhancement Drainage Project
CONTRACT #:	H0570
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Mr. Carlos Cedeno:

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

COMPLETE	
<input type="checkbox"/>	This form is required to be included with all Reviews, Approvals, and Submittal
<input type="checkbox"/>	Two (2) Copies printed for Approval or One (1) copy to be electronically signed
<input type="checkbox"/>	Printed Single-sided <i>(If your policy is to copy two-sided please contact me and I will send you two original one-sided copies for signature)</i>
<input type="checkbox"/>	Reviewed and Approved
<input type="checkbox"/>	Signed and Dated by Official Representative <i>(blue ink)</i> or signed electronically
<input type="checkbox"/>	Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, Chief
<input type="checkbox"/>	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) completed, signed, and dated (<input type="checkbox"/> N/A for Modifications) May be signed electronically.
<input type="checkbox"/>	Two Signed and dated Originals mailed to FDEM – Tallahassee or One Original signed electronically and emailed to Grants Specialist. Florida Division of Emergency Management Mitigation Bureau – HMGP 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100 Attention – Grant Specialist –Maleather Y. Ash, FCCM

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 815-4522 or email me at Debbie.Williams@em.myflorida.com.

Agreement Number: H0570

Project Number: 4337-263-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.74, “pass-through entity” means “a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.93, “Sub-Recipient” means “a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.38, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.92, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	<u>City of Greenacres</u>
Sub-Recipient's unique entity identifier:	<u>59-0977961</u>
Federal Award Identification Number (FAIN):	<u>FEMA-DR-4337-FL</u>
Federal Award Date:	<u>October 15, 2020</u>
Subaward Period of Performance Start and End Date:	<u>Upon execution through October 31, 2023</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$1,273,668.40</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$1,328,942.73</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$1,328,942.73</u>
Federal award project description (see FFATA):	<u>Drainage</u>
Name of Federal awarding agency:	<u>Federal Emergency Management Agency</u>
Name of pass-through entity:	<u>FL Division of Emergency Management</u>
Contact information for the pass-through entity:	<u>Debbie.Williams@em.myflorida.com</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.039 Hazard Mitigation Grant Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

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

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

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

(2) LAWS, RULES, REGULATIONS AND POLICIES

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

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

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

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

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

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

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

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Ms. Debbie Williams
 Project Manager
 Bureau of Mitigation
 Florida Division of Emergency Management
 2555 Shumard Oak Boulevard
 Tallahassee, Florida 32399-2100
 Telephone: 850-815-4522
 Email: Debbie.Williams@em.myflorida.com

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

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

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

Mr. Carlos Cedenio
 Public Works Director
 City of Greenacres
 5750 Melaleuca Lane
 Greenacres, Florida 33463
 Telephone: 561-642-2074
 Email: CCedenio@greenacresfl.gov

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

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

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on October 31, 2023, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$1,273,668.40**.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:
 - i. The required minimum acceptable level of service to be performed; and,
 - ii. The criteria for evaluating the successful completion of each deliverable.
- f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."
- g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
- ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

- ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives,

shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

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

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

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

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

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

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

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

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

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient’s fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

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

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

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

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

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

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

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:

- i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
- ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
- iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
- iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

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

(17) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. “[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

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

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

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 (“Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms”).

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

A) Terminate this Agreement in accordance with the provisions outlined in paragraph (13) above; or,

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

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

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Scope of Work
 - iii. Attachment B – Program Statutes and Regulations
 - iv. Attachment C – Statement of Assurances
 - v. Attachment D – Request for Advance or Reimbursement
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Quarterly Report Form
 - viii. Attachment G – Warranties and Representations
 - ix. Attachment H – Certification Regarding Debarment
 - x. Attachment I – Federal Funding Accountability and Transparency Act
 - xi. Attachment J – Mandatory Contract Provisions
 - xii. Attachment K – Certification Regarding Lobbying

(20) PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.
- c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division

to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to

a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

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

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

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

g. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation

of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

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

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

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

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

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

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

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

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

(25) LEGAL AUTHORIZATION

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

(26) EQUAL OPPORTUNITY EMPLOYMENT

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

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

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

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

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

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

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

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

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

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

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

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

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

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

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

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

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

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

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

(33) ASSURANCES

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

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

SUB-RECIPIENT: CITY OF GREENACRES

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

EXHIBIT – 1

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

Federal Program

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

Catalog of Federal Domestic Assistance title and number: **97.039**

Award amount: **\$ 1,273,668.40**

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

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Major Flood Control Drainage System
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to reduce flooding in the area of Palm Beach Villas II subdivision, Greenacres, Palm Beach County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-263-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

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

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to reduce flooding in the area of Palm Beach Villas II subdivision, located in Greenacres, Palm Beach County, Florida, 33463. Coordinates: (26.610555, -80.120000), (26.610555, -80.120277), (26.608458, -80.119166), (26.608555, -80.120833).

The HMGP construction scope of work proposes to reduce flooding by providing increased on-site storage capacity. The proposed project shall include Gladiator Lake bank stabilization to help control unwanted sediment from the backyards of residents adjacent to the lake. The stabilized slopes will also be crucial in the increase of flooding capacity.

The project shall provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

TASKS & DELIVERABLES:

A) Tasks:

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

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

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

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

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

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

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

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

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

- 2) The Sub-Recipient shall monitor and manage the 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 Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project 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 Sub-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 Sub-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 the professional of record. The Sub-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 Sub-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 Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

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

- a) Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and an electronic version (via email or CD).
- 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) Archeological Materials – Project affects undisturbed ground – potential for presence of archeological resources. Projects that involve groundbreaking shall need written verification from the Sub-Recipient for compliance during project construction.

1. Letter verifying compliance with the National Historic Preservation Act, to include if archaeological materials or human remains were encountered during project activities, if so, that they were handled in accordance with Florida Statutes, Section 872.05.
 2. Or a letter stating no archeological materials were discovered during project construction.
- d) Permit(s) and verification of compliance:
1. Water Management Districts.
 2. United States Army Corps of Engineers (USACE).
 3. Department of Environmental Protection (DEP).
 4. Department of Transportation (DOT).
 5. Local jurisdiction(s).
- NOTE:** If no permit was needed – a letter stating “no permit required”.
- e) Best Management Practices were utilized – Submit letter at closeout.
- f) National Pollutant Discharge Elimination System (NPDES) storm water permit – Required for any drainage **over one acre**. Include
1. Storm Water Pollution Prevention Plan (SWPPP);
 2. Notice of Intent (NOI), awarded by the Florida Department of Environmental Protection (FDEP);
 3. Notice of Termination (NOT); terminates the NOI (from FDEP);
- OR** If the area of disturbance was **less than one** acre, a letter stating the extent of the ground disturbance (by site).
- g) Ground Dewatering Activities at the construction site:
1. Provide documentation of coverage under FDEP “Generic Permit for the Discharge of Produced Ground Water from any Non-Contaminated Site Activity”;
 2. **OR** Letter stating that “No ground dewatering activities took place at this project’s site”.
- h) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

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

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

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills,

invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

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

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

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

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

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

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

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

B) Deliverables:

Mitigation Activities consist of drainage improvements to the area of Palm Beach Villas II subdivision, in Greenacres, Florida 33463, to include increased on-site storage capacity and provide protection to the banks of Gladiator Lake.

The completed project shall provide protection against a 25-year storm event.

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

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation, and provide a summary of all contract scope of work changes, if any.
- 3) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 4) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
- 5) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 6) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

- 1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project 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 Sub-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 human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources, the Division's State Environmental Liaison Officer and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA and the Division have completed consultation with SHPO, Tribes, and other consulting parties as necessary.

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**.

Any changes to the approved scope of work will require submission to, and evaluation and approval by, the State and FEMA, prior to initiation of any work, for compliance with Section 106.

Prior to conducting repairs, the applicant must identify the source and location of fill material and provide this information to FDEM and FEMA. If the borrow pit is privately owned, or is located on previously undisturbed land, or if the fill is obtained by the horizontal expansion of a pre-existing borrow pit, FEMA consultation with the State Historic Preservation Officer will be required. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance will be required at project closeout.

- 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.
- 6) A National Pollutant Discharge Elimination System (NPDES) stormwater permit shall be obtained (if area of disturbance shall be greater than one acre). The Sub-Recipient shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP). A copy of the Notice of Intent (NOI) submitted to use the State of Florida Generic Permit for stormwater discharge from construction activities; response letter from Florida Department of Environmental Protection (FDEP) if provided; and a copy of the Notice of Termination (NOT) shall be submitted at project closeout.
- 7) For project closeout, the Sub-Recipient shall provide verification of compliance with the South Florida Water Management District (SFWMD) General Permit modification for the Environmental Resource General Permit No 50-00048-S, issued October 10, 2018.
- 8) For project closeout, the Sub-Recipient shall provide verification of compliance with the U.S Army Corps of Engineers permit No. SAJ-2019-00631(NW-CF), issued August 16, 2019.
- 9) An Environmental Resource Permit shall be obtained prior to any construction activities. Verification of compliance and copies of all permits shall be provided at project closeout.

E) Programmatic:

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Sub-Recipient must “obtain prior written approval for any budget revision which would result in a need for additional funds” [44 CFR 13(c)], from the Division and FEMA.
- 4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.
- 5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 7) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

- 8) If the Sub-Recipient is not the current title holder of the affected properties, the Sub-Recipient 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.
- 9) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.
- 10) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.
 - o SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.
 - o Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
 - o SRMC cannot exceed 5% of the total project costs awarded.
 - o SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
 - o SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.
 - o If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4337-263-R**. It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on October 15, 2020; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **October 31, 2023**.

F) FINANCIAL CONSEQUENCES:

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

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

SCHEDULE OF WORK:

State Contracting:	3 Months
Construction Plan/Technical Specifications:	3 Months
Bidding / Local Procurement:	3 Months
Permitting:	3 Months
Construction / Installation:	15 Months
Local Inspections / Compliance:	3 Months
State Final Inspection / Compliance:	3 Months
Closeout Compliance:	3 Months
Total Period of Performance:	36 Months

BUDGET**Line Item Budget***

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$1,246,820.00	\$889,356.71	\$357,463.29
Labor:	\$471,278.00	\$336,162.59	\$135,115.41
Fees:	\$27,000.00	\$19,259.10	\$7,740.90
Initial Agreement Amount:	\$1,745,098.00	\$1,244,778.40	\$500,319.60
***Contingency Funds:	\$77,491.00	\$55,274.33	\$22,216.67
Project Total:	\$1,822,589.00	\$1,300,052.73	\$522,536.27
****SRMC			
SRMC:	\$28,890.00	\$28,890.00	
SRMC Total:	\$28,890.00	\$28,890.00	

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

*** **This project has an estimated \$77,491.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

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

****** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$28,890.00 in Federal funding.** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

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

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

Funding Summary Totals

Federal Share:	\$1,300,052.73	(71.330%)
Non-Federal Share:	\$522,536.27	(28.670%)
Total Project Cost:	\$1,822,589.00	(100.00%)
<hr/>		
SRMC (100% Federal)	\$28,890.00	

Attachment B

Program Statutes and Regulations

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

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

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

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

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

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

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

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

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

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

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

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

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

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes

- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

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

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

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

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

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

- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and
- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the **“Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)”** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.
- (4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:
 - i. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
 - ii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
 - iii. Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
 - iv. Age Discrimination Act of 1975, which prohibits discrimination based on age.
 - v. U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C. 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (v) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626
- (w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (jj) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.

- (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
- (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
- (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 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

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

SUB-RECIPIENT: City of Greenacres

REMIT ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PROJECT TYPE: Drainage PROJECT #: 4337-263-RPROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0570

APPROVED BUDGET: _____ FEDERAL SHARE: _____ MATCH: _____

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

Invoice Period: _____ through _____ Payment #: _____

Total of Previous Payments to Date: _____ (Federal)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 71.330%	Obligated Non- Federal 28.670%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL \$ _____

APPROVED SRMC TOTAL: \$ _____

APPROVED FOR PAYMENT \$ _____

GOVERNOR'S AUTHORIZED REPRESENTATIVE_____
DATE

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

SUB-RECIPIENT: City of Greenacres PAYMENT #: _____
 PROJECT TYPE: Drainage PROJECT #: 4337-263-R
 PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0570

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

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

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

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

**Attachment E
JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT: City of Greenacres

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

☐ **ADVANCE REQUESTED**

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

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

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

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

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F

QUARTERLY REPORT FORM

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

SUB-RECIPIENT: City of Greenacres **PROJECT #:** 4337-263-R
PROJECT TYPE: Drainage **CONTRACT #:** H0570
PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:

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

Financial Amount to Date:

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

Target Dates (State Agreement):

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

Describe **Milestones** achieved during this quarter:

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

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

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

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

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

Cost / Financial **Comments:**

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

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

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

Project Manager Statement: ☐ No Action Required, OR

☐ Action Required: _____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: _____%

Date Reviewed: _____ Reviewer: _____ Project Manager

Attachment G

Warranties and Representations

Financial Management

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

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

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

Licensing and Permitting

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

Attachment H

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Subcontractor Covered Transactions

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

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

City of Greenacres
Sub-Recipient's Name

H0570
DEM Contract Number

4337-263-R
FEMA Project Number

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4337-263-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ 1,273,668.40

OBLIGATION/ACTION DATE: October 15, 2020

SUBAWARD DATE (if applicable): _____

DUNS#: 025104845

DUNS# +4: _____

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

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

The City of Greenacres proposes to reduce flooding in the area of Palm Beach Villas II subdivision, located in Greenacres, Palm Beach County, Florida, 33463. Coordinates: (26.610555, -80.120000), (26.610555, -80.120277), (26.608458, -80.119166), (26.608555, -80.120833).

The HMGP construction scope of work proposes to reduce flooding by providing increased on-site storage capacity. The proposed project shall include Gladiator Lake bank stabilization to help control unwanted sediment from the backyards of residents adjacent to the lake. The stabilized slopes will also be crucial in the increase of flooding capacity.

The project shall provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

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

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

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

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

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to

the Transparency Act, as defined at 2 CFR 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☐

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

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

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

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

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

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

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

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

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

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:¹

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

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

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

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

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of

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

public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323 Procurement of recovered materials.

(K) See § 200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See § 200.322 Domestic preferences for procurements

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

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

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

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Signature of Sub-Recipient/subcontractor's Authorized Official

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

Date

RESOLUTION NO. 2021-35

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AUTHORIZING THE EXECUTION OF A HAZARD MITIGATION GRANT PROGRAM (HMGP) GRANT AGREEMENT TO THE STATE OF FLORIDA EXECUTIVE OFFICE OF THE GOVERNOR, DIVISION OF EMERGENCY MANAGEMENT, FOR THE PUBLIC WORKS FACILITY GENERATOR PROJECT, AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ADMINISTER THE GRANT.

WHEREAS, the Department of Community Affairs, Division of Emergency Management in partnership with the Federal Emergency Management Agency announced the availability of Hazard Mitigation Grant Program funds as a result of the Presidential Disaster Declaration for Hurricane Irma (FEMA-4337 DR-FL); and

WHEREAS, it was determined there is a need to install a liquid propane powered, fixed generator for the Public Works Facility; and

WHEREAS, the proposed project is consistent with and would further the goals of the City's and County's Local Mitigation Strategy; and

WHEREAS, funding of this project will provide an effective measure of continuity of operations for the Public Works Department; and

WHEREAS, the City Council finds that it would be in the best interests of the residents for the City to execute the grant agreement for the fixed generator for the Public Works Facility to mitigate the impact of future storms.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF GREENACRES, FLORIDA, THAT:**

Section 1. The City hereby authorizes the appropriate City officials to administer
the Hazard Mitigation Grant Program (HMGP) grant.

RESOLVED AND ADOPTED this 19th day of July, 2021

Voted

Joel Flores
Mayor

_____(_____)_____
John Tharp
Deputy Mayor

Attest:

Quintella Moorer
City Clerk

_____(_____)_____
Peter A. Noble
Councilman, District II

_____(_____)_____
Judith Dugo
Councilman, District III

_____(_____)_____
Jonathan G. Pearce
Councilman, District IV

_____(_____)_____
Paula Bousquet
Councilman, District V

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia
City Attorney



ITEM SUMMARY

MEETING DATE: July, 19, 2021

FROM: Carlos Cedeño, Director, Public Works Department

SUBJECT: Resolution No. 2021-35 Public Works Generator Agreement

BACKGROUND

On July 2, 2018, City Council approved Resolution No. 2018-23 for the submission of a Hazard Mitigation Grant Program application requesting funding approval to procure a liquid propane powered, fixed generator for the Public Works Facility. This project will offer an effective measure of continuity of operations for the Public Works Department.

ANALYSIS

On November 24, 2021 The State of Florida Executive Office of the Governor, Division of Emergency Management in partnership with the Federal Emergency Management Agency (FEMA) notified the City that the grant funds were awarded for the Public Works Facility Generator. On March 19, 2021, Mayor Joel Flores approved the federally funded sub-award and the signed the grant agreement.

FINANCIAL INFORMATION

The grant requires a minimum of 25% matching of funds (\$60,000) of the total cost of the project (\$240,000). The project is included in the FY 2021 Budget.

LEGAL

The Resolution has been prepared in accordance with applicable City Code requirements

STAFF RECOMMENDATION

Approval of Resolution No. 2021-35

CITY OF GREENACRES**INTEROFFICE MEMORANDUM**
2021.07DM2.01

TO: Andrea McCue, City Manager
FROM: Teri Lea Beiriger, Director of Finance
SUBJECT: Department of Finance Activity Report
DATE: July 19, 2021

The following report provides activity within the Department of Finance for the reporting period from June 1 through June 30, 2021.

In brief, the Finance Department has:

- Continued to reconcile outstanding balances of Miscellaneous Billing.
- Continued to clean up billing on EMS accounts with balances.
- Continued to work on resolving EMS credits.
- Continued to established payment plans and collected almost \$80,000 for outstanding solid waste accounts since the first attorney's letter was mailed in March.
- Continued to review Finance policies and revise accordingly.
- FY 2020 audit was completed and Comprehensive Annual Financial Report was presented at Council and distributed accordingly.
- 2020 Comprehensive Annual Financial Report Certificate of Achievement award application submitted to GFOA.
- Continued to review and discuss x:/drive format and Laserfiche cleanup.
- Prepared 16 boxes of paper documents for records destruction, and still reviewing more.
- On track with the 2022 Budget process.
- Continuing the search for the Grants and Accountant positions.

The Finance Department has, and continues to, work on efficiencies to better serve our internal and external customers.




Teri Lea Beiriger
Director of Finance

TLB/dm

CITY OF GREENACRES
INTEROFFICE MEMORANDUM
 2021.07MT6.002

TO: Andrea McCue, City Manager

FROM: Michele Thompson, Director
 Community and Recreation Services Department 

RE: Department Report for June 1 – June 30, 2021

DATE: July 9, 2021

1. ADMINISTRATION:

PERFORMANCE MEASUREMENT	THIS PERIOD	FY 2021 TO DATE	FY 2021 BUDGET
No. of Contracts Executed	0	1	3
No. of Collaborative Partnerships	2	18	20
No. of Vendor/ Indep. Contr. Agreements	2	12	30
No. of Educational Scholarship App.'s	0	16	12
No. of Community Events Coordinated (Reflects local Green Market)	0	41	8
No. of Event Participants	-	7,200	23,000
No. of Chartered Little Free Libraries (LFL) *	0	25	22
No. of Business Sponsorships	2	26	15

*Supplying books to all 25 Libraries

2. ATHLETICS, EVENTS & FACILITIES:

ACTIVITY	SPONSORS/ PARTNERS	FY 2021 TO DATE	FY 2021 BUDGET
Community Events: • Green Market & Bazaar (Sundays)	POTTC	Attendees 5,200 296 Vendors	\$500
3 Kings Drive Thru Candy Event - 1/9/21	City Co-Sponsored w/ PRHC	Attendees 45	\$3,626
• Daddy Daughter Dance Ages 4 & Up	Cancelled for 2021 Nissan	Attendees	\$3,320
• Spring Parades & DIY Home Egg Hunts (4/3/21)	Dedicated Senior Medical; After Hours Pediatric Urgent Care; Sunshine Health; Robes	1,200 Attendees	\$11,605

	<i>Law Group; Ed's Market; Anonymous</i>		
• ARTZY Evening @City Hall (5/1/21)	<i>Greenacres Nissan Waste Management Dedicated Senior; Lily Rexac, State Farm</i>	1,500 Attendees	\$3,199
• Rock-n-Roll Sunday (5/18/21)	Cancelled for 2021	Attendees	\$2,025
• "Ignite the Night" (7/4/21)	<i>Waste Management, Dedicated Senior, Lily Rexach State Farm; Sr Care Ed's Food Store, Tapita's Supermarket</i>	Attendees	\$36,415
• School Supply Distribution	Schools: Greenacres, Liberty, Heritage, Diamond View, Okeeheelee & John I Leonard Sponsors: Bingo Magic; NCJW of Valencia Shores, Greenacres Nissan, Waste Mgm, Ed's Food Store, Tapitla's Supermarket	Supplies: Back packs, paper, spiral notebooks, glue sticks, pens, pencils, etc.	\$6,000
• # of Senior Participants Games/Bingo – 3 x 15)	Monthly Sponsors: Walmart; Dedicated Seniors: PBSO; Olde Tyme Kettle Corn	978	N/A
Facility Rentals:	<u>This Period</u>		
• Fields/Concession Stands	70	712	675
• Pavilions	44	243	245
• Center Facility Rentals	75 ¹	476 ¹	1,175
Monthly Center Attendance	1855	34,456	-
• Total Rental Revenue Generated	\$13,837.85	\$99,447.98	\$120,000
Youth Athletics:			
• Co-ed Winter Basketball (1/4/21 – 3/11/21)	-	40	160
• Co-ed Spring Soccer (3/22/21 – 5/28/21)	-	162	175
• Summer Co-ed Basketball Camp (7/19/21 – 7/23/21)	23	42	60

- ¹- 36 Additional Free Rentals – 13 Tai Chi Classes, 1 Banquet Room Youth Programs, 19 Gym Youth Programs, 1 Banquet Room Cops Helping Kids Awards, 1 Mass Mobile Vaccine Event (Use of Parking Lot and Martin Ave), 1 Room 4 Youth Programs.

3. **GENERAL:**

- The Center hosted a Mobile COVID-19 Vaccination unit Saturday, June 26th from 10 a.m. - 6 p.m. The unit was coordinated by Greenacres Fire Rescue and American Research Labs; J & J, Moderna and Pfizer vaccines were administered.
- CRS hosted 22 seniors for Bingo games on Wednesday, June 9, 2021 sponsored by *Devoted Health Plans*
- CRS hosted a senior's monthly birthday party June 2nd, which was sponsored by Absolute Best Insurance of Greenacres.
- *Devoted Health Plans* hosted a Sing a Long for the seniors Monday, June 28th and the seniors LOVED the 2-hour performance, they danced, sang, and everyone had a great time!
- The CRS Department is working with an Eagle Scout to provide 6 new Little Free Libraries to the City, created out of repurposed metal newspaper stands and painted by local artists, with books also provided.
- CROS Ministries Walk-up Food Pantry (2nd and 4th Thursdays from 4 - 6 PM) at the IVB Concession Stand on Martin Avenue.

UPCOMING COMMUNITY EVENTS

CROS Food Pantry Dates	# of Households	# of Individuals
October 8 th & 22 nd	44/35	126/113
November 12 th & 25 th	43/67	123/199
December 10 th & 23 rd	52/17	153/36
January 14 th & 28 th	35/50	101/143
February 11 th & 25 th	42/50	108/139
March 11 th & 25 th	46/43	111/108
April 8 th & 22 nd	32/36	92/86
May 13 th & 27 th	29/32	66/86
June 10 th & 24 th	42/38	104/94
July 8 th & 22 nd		
August 12 th & 26 th		
Sept. 9 th & 23 rd		
Total	733	1,988

EVENT	DATE	TIME	LOCATION
<i>Ignite the Night</i> Independence Day Celebration	7/4/21	5:30 PM – 10:00 PM	SJF Community Park
<i>Back to School Supply Drive</i>	8/1/21		Greenacres Schools

Community Event Sponsorships

Spring Egg Hunt & Parade Event

- \$500 Dedicated Seniors Medical
- \$500 After Hours Pediatric Urgent Care
- \$500 Sunshine Health
- \$500 Robes Law Group
- \$500 Catayu Group (Ed's Food Store and Deli)
- \$500 - Anonymous donor

Other Programs

- \$200 Publix
- \$1,500 Wal-Mart
- \$1,000 Dedicated Senior
- \$800 Aetna
- \$500 Greenacres Nissan

ARTZY Evening @ City Hall:

- \$500 Lily Rexach, State Farm Agent
- \$500 Dedicated Senior Medical Center
- \$600 Greenacres Nissan
- \$1,000 Waste Management
- Ace Hardware is providing all of the paint/materials for the Haverhill Wall Mural project

Ignite the Night

- \$1,500 Lily Rexach State Farm Agent
- \$500 Senior Navigation Group
- \$1000 Greenacres Nissan
- \$500 Dedicated Senior Medical
- \$500 Ed's Food Store
- \$500 Tapatia Supermarket
- \$2,000 Waste Management

Back to School Supply Drive

- \$1,000 Greenacres Nissan
- \$2,000 Waste Management
- \$500 Ed's Food Store
- \$500 National Council of Jewish Womens Club of Valencia Shores
- \$500 Tapatia Supermarket
- \$500 NCJWC
- \$10,500 LFL Stewart purchased in Back to School Supplies
- \$800 Anonymous Donor

StoryWalk

- \$5,000 Waste Management (1) and \$2,500 Bingo Magic & C. Glasser (2)

Total YTD sponsorship revenue = \$26,900 (includes \$10,000 Waste Management Sponsorship) & In-Kind = \$27,385.



Michele Thompson, CPRP
Director, Community & Recreation Services Department

CITY OF GREENACRES

INTEROFFICE MEMORANDUM
2021.07RW2.01

TO: Andrea McCue, City Manager

FROM: Monica Powery, Director of Purchasing

SUBJECT: Department of Purchasing Activity Report

DATE: July 7, 2021

The following report provides the highlights of activity within the Department of Purchasing for the reporting period from June 1 through June 30, 2021.

- a. 21-006 Pressure Cleaning Services – This bid was advertised on April 4, 2021 and opened on May 4, 2021 with eight (8) bids received. Council approved award to Santana Pressure Cleaning Services, Inc. at the meeting held on June 7, 2021.
- b. 21-007 Construction of Volleyball Courts – This bid was advertised on April 11, 2021 and opened on May 13, 2021 with five (5) bids received. Council approved award to E+F Florida Enterprises, Inc. at the meeting held on June 7, 2021.
- c. 21-005 Irrigation Installation, Maintenance and Repair Services – This bid was advertised on May 30, 2021 and opened on June 30, 2021 with no bids received. To be resolicited.
- d. Solicitations In Progress – Emergency Operations Center Construction; Food Trucks for Special Events; Public Works Generator; Irrigation Installation, Maintenance and Repair Services; and Dillman Trail Project.

ACTIVITY	CURRENT PERIOD	FY 2021 YTD
Purchase Orders Issued	47	449
Purchase Order Amounts	\$ 149,307.88	\$ 22,493,022.69
Solicitations Issued	0	13
Solicitations in Progress	5	–
Central Store Requests	5	40
Contracts Managed	60	60
Purchasing Card Purchases	189	1,790
Purchasing Card Transactions	\$ 25,938.88	\$ 222,875.36
No. of Training Sessions Conducted	1	4
Towing Revenue	\$ 2,680.00	\$ 28,274.00


Monica Powery
Director of Purchasing

CITY OF GREENACRES

INTEROFFICE MEMORANDUM 2021.07GB2.01

TO: Andrea McCue, City Manager

FROM: Georges Bayard, Director of Information Technology

SUBJECT: Information Technology Department Activity Report

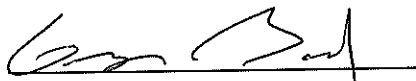
DATE: July 19, 2021

The following report provides the highlights of activity within the Information Technology Department for the reporting period from June 1 through June 31, 2021.

- a. Ubiquiti network switch refresh project is in progress; 13 of the 20 new switches have been installed.
- b. Executime time and attendance software implementation is in progress.
- c. Palm Beach County IP phones cutover occurred at City Hall on 6/8, Community Center on 6/18 and at Fire Rescue Station 94 and 95 on 6/30. Public Works and Youth Programs will be the final sites to be cut over in July.
- d. Added Grants Management to the New World ERP Financial Management module, to increase Finance Department efficiency in that function.
- e. Monthly KnowBe4 simulated phishing test results: 0 links clicked, 0 attachments opened.

IT Requests

DEPARTMENT	CURRENT PERIOD	FY 2020 YTD	FY 2021 BUDGET
Administration	4	53	-
Building	7	36	-
Community & Recreation Svcs.	6	28	-
Finance	12	66	-
Fire/Rescue	4	30	-
Information Technology	0	18	-
Planning & Engineering	2	13	-
Public Works	16	65	-
Purchasing	2	18	-
Youth Programs	11	50	-
Total Technical Service Requests	64	377	350



Georges Bayard
Director of Information Technology

GB/gb

CITY OF GREENACRES
INTEROFFICE MEMORANDUM
 2021.06JM6.001

TO: Andrea McCue, City Manager

FROM: Jowie Mohammed, Director
Youth Programs Department

RE: Department Report for June 1 – June 30, 2021

DATE: July 8, 2021

PROGRAM (Hours of Operation)		DAYS	TIMES	
CARES		Monday - Friday		2:00-6:00 PM
Cool Zone		Monday - Friday		4:00-6:00 PM
Hot Spot		Monday – Friday		3:00-6:00 PM
PERFORMANCE MEASUREMENT # of Students Enrolled		AVERAGE THIS PERIOD	FY 2021 TO DATE	FY 2021 BUDGET
# of Participants/Summer Camp		56	108	150
# of Participants in Sierra Club ICO		0	0	25
# of Licenses Coordinated		1	1	1
# of MOU's Coordinated		2	4	6
# of Part.'s in Youth Advisory Council (YAC)		54	2	7
# of Part.'s in TOP Program		40	40	15
# of Part.'s in Garden Club		0	17	15
# of Presidential Volunteer Service Hours		496	7,038	20,000
Grants/Licenses Coordinated:				
• Early Learning Coalition		\$7,921.75	\$102,851.12	\$290,091
• Parent & Registration fees		\$6,268.60	\$44,839.50	\$184,114
• Dept. of Health Child Care Food Program		-	\$760.32	\$15,200
• Youth Services Department SEL Grant		\$4,932.61	\$38,187.48	\$72,805
• Textile Funds		\$1,690.00	\$3,250.00	\$1,560

General

- Summer Camp begun on June 21 through August 4, 2021 and our daily attendance has been very consistent with a 17% absentee rate.

CARES

- On June 9, 2021, the City of Greenacres and the Oleander Garden Club celebrated National Garden Club week by planting native pollinators and encouraged the beauty of gardening in our community. Eight (8) members of the CARES Junior Garden club participated by sharing eight (8) benefits of Pollinators and the importance of it.



- The Palm Beach Zoo was able to offer our summer camp program free admission to the zoo on 6/23, 6/24, 6/25, and 6/29. The in-kind value for this grant is estimated to be \$911.75.



- One of our elementary groups (K-1st) started a new ELO (expanding learning opportunity) through the Lake Worth Playhouse. Youth participating in the Lake Worth Playhouse Multicultural Arts Program learn acting, dancing and improvisational skills, gain performance experience; and most importantly, build a sense of community and individual empowerment with the added bonus of fun.



Teen Programs (Cool Zone & Hot Spot)

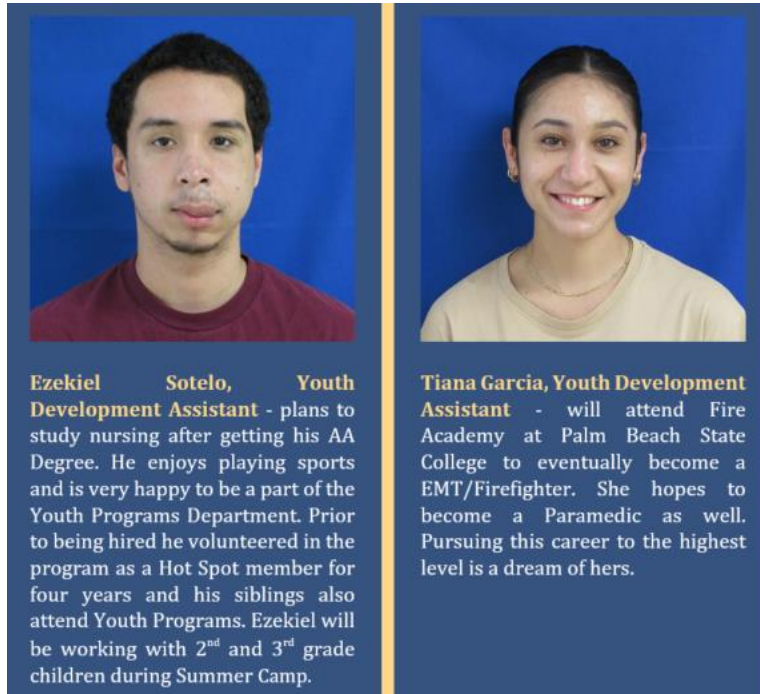
- Our Senior class was gifted with items necessary for their next step in life. We are proud of them and all of their achievements and accomplishments. We are also thankful for our partners at the Children Home Society, T.O.P, for helping guide our teens through their four years and presenting them with a great celebration during these different times.



- June 15th marked the last day of T.O.P for the 2020-2021 school year. Therefore, what better way to celebrate, than racing on the speedway. Our teens along with community partner T.O.P and our group facilitator Ms. Tene went to Fund Depot to celebrate their time together this year. Being able to get out, socialize, and finish the school year in person, was light at the end of the tunnel our teens and staff needed. We cannot wait to see how the next school year will look.



- Summer Camp began on Monday June 21, 2021 and thanks to the generous support of the Community Foundation for Palm Beach and Martin Counties thirty (30) middle and high school, youth will be able to attend summer camp at no cost to their families.
- Two of our Hot Spot graduates were hired as Youth Development Assistants and are currently working in our summer camp.



- On our second, day of Camp we took our teens to tour the City's Fire Rescue Station, as a part of Career week for our campers. Having the opportunities to meet and talk with our local heroes can lead to future leaders blossoming and rising up. We hope to keep helping our teens flourish in anyway, we can.



Jin W

Jowie Mohammed, Director
Youth Programs Department

CITY OF GREENACRES
INTEROFFICE MEMORANDUM
 2021.07IC5.001

TO: Andrea McCue, City Manager

FROM: Brian Fuller, Fire Chief

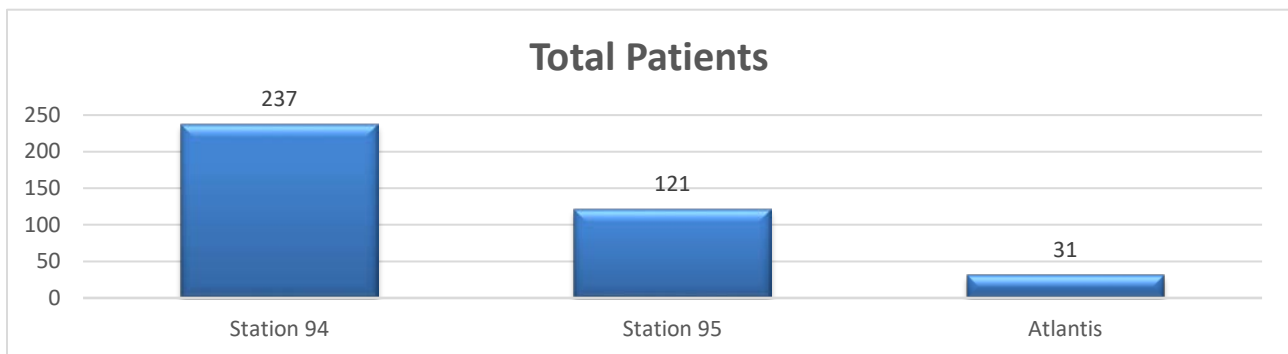
RE: Departmental Report for June 2021

DATE: July 9, 2021

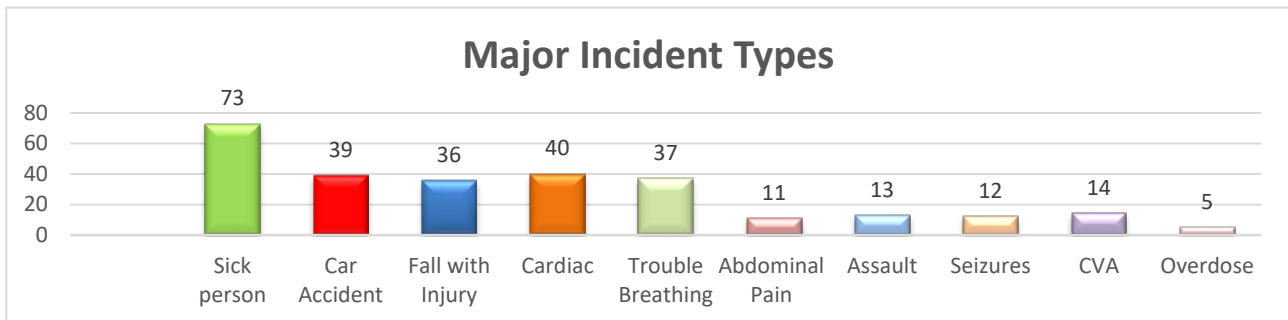
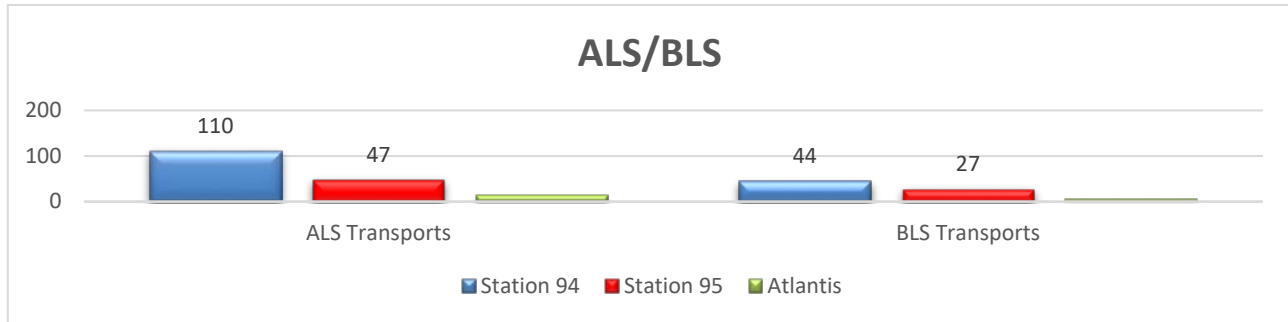
Total alarms dispatched in June	489
Average alarms per day	16.3
Total calls this fiscal year	4,985

In July 2021, 358 patients were treated for Emergency Medical related services. Of those patients, 31 were in the City of Atlantis. These requests include a single unit responding to assist a person who has fallen to the floor, a cardiac arrest requiring multiple units and a combination of personnel, advanced skills, and equipment.

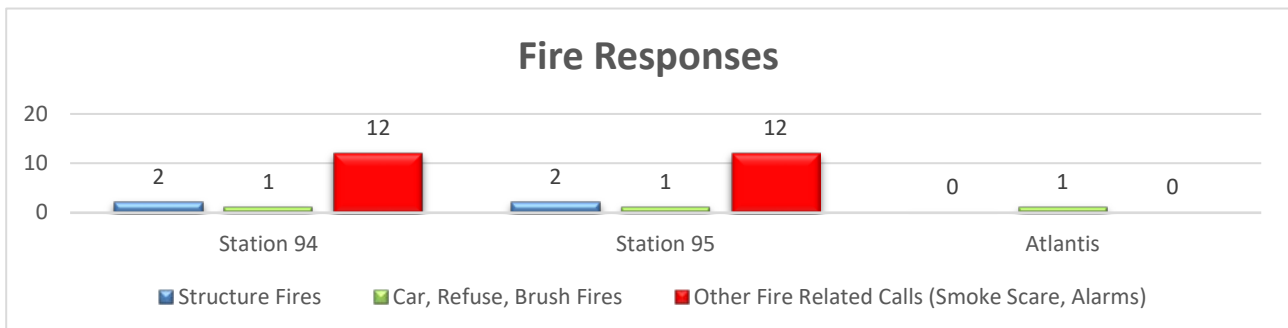
Service Calls, Cancels, and Public Assists totaled 63. The requests include, but are not limited to, persons locked out of home, water evacuation, animal problem, police assist, defective elevator, and canceled due to wrong address.



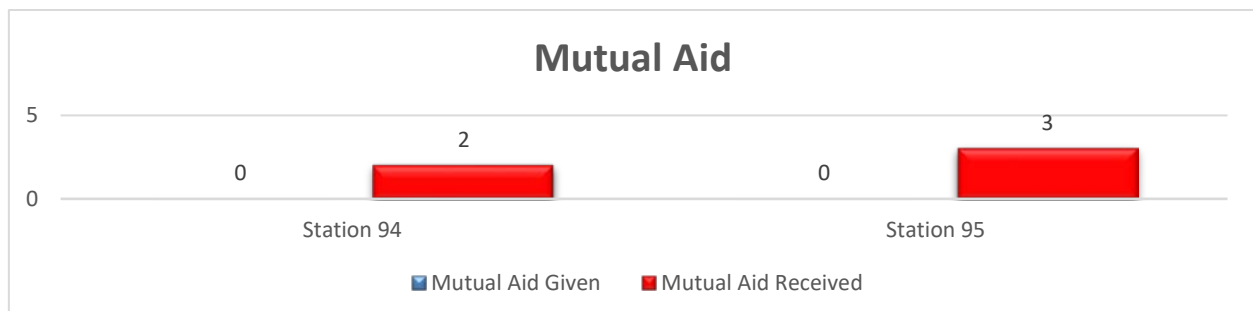
Fire Rescue transported 228 patients to a hospital or 64% of the patients we were called to treat. The majority of those (154) required Advanced Life Support procedures. ALS emergencies necessitate additional personnel, specialized equipment and skills. Often, an EMT or Paramedic will be taken from the ALS Engine to accompany the one person in the rear of the Rescue to assist with life-saving therapies.



Fire Rescue responded to 24 calls for a fire or smoke related emergency. There were three (3) requiring an escalated response to a car, brush, or refuse fire; four (4) were in a residential or commercial structure.



Mutual aid is the sending or receiving of emergency resources (apparatus, personnel) to or from another entity or agency upon request. No community has sufficient resources to handle every emergency of all sizes. Therefore, neighboring agencies work together through a system called Mutual Aid. That system is designed to be limited to large events that tax the resources beyond the normal capabilities of the community. During the month May, the Department did not receive any aid.



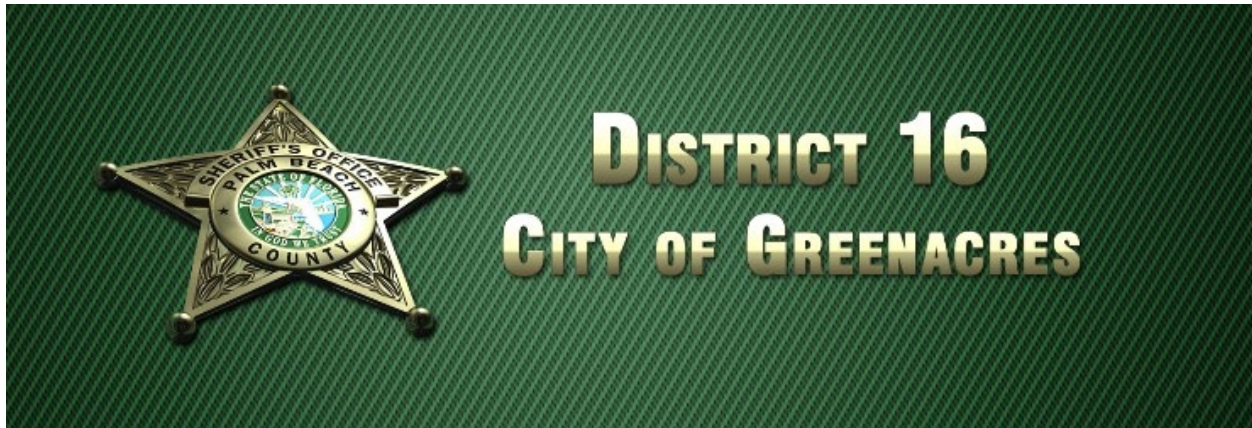
Blood Pressure Screenings	4
Presentations, Station Tours/Attendees	2/49
Persons Trained in CPR	1



FIGURE 1 FIRE RESCUE PERFORMED A DEMONSTRATION FOR THE GREENACRES CAMP KIDS. THE DEMONSTRATION INCLUDED A SHOW AND TELL OF THE MANY DIFFERENT RESCUE TOOLS, AND A FIREFIGHTER IN FULL BUNKER GEAR.



FIGURE 2 FIREFIGHTERS EXTINGUISH A VEHICLE FIRE JUNE 23RD. ON JUNE 29TH, FIREFIGHTERS PERFORMED VEHICLE EXTRICATION TRAINING AND SIMULATED A PEDIATRIC PATIENT INJURED IN THE CRASH. THE INFANT ON THE STRETCHER IS A MANIKIN USED FOR TRAINING.



MONTHLY STRATEGIC REPORT – JUNE 2021

CAD CALLS	MONTHLY TOTALS
Business / Residence Checks (Self-Initiated)	2,012
Traffic Stops (Self-Initiated)	590
Calls for Service (Excluding 1050's & 1061's)	1,841
All CAD Calls - Total	4,443
Total Calls for Service – FY 2021 (October 2020 – September 2021)	41,338

Data Source: CADS/Premier 1

*Omit Miscellaneous Calls

Note: P1 is a dynamic system. Meaning that #'s can change from what was previously reported in the event there is a location or call type re-classification/modification.

SUMMARY

During the month, there were 4,443 generated calls within the District and 59% of these calls were self-initiated.

BELOW REPRESENTS TRAFFIC ACTIVITY CONDUCTED BY DISTRICT 16 PERSONNEL

Data Source: D16 Office Staff/Monthly Report

Total Citations	Total Warnings
137	315

DATA BELOW REPRESENTS TRAFFIC ACTIVITY CONDUCTED BY THE PBSO MOTORS UNIT

Data Source: D16 Office Staff

Total Citations	Total Warnings
393	416

FIELD INTERVIEW REPORTS

97 conducted per the FIR Track System

(Provided by CAU)

Note: This # could change due to FIR's being inputted into system after search was conducted.

DISTRICT INITIATIVES

COMMUNITY POLICING EVENTS

- Therapy Dog Event with the seniors of the Community Center (w/ Coach T, Deputy Feaman, and his therapy dog Deya)
- Cops Helping Kids Inc. Scholarship award event at Greenacres Community Center
- Video Shoot with PBSO Media for United Way Virtual Camps
- Crunch Fitness Pre-Opening Party with City officials
- Crunch Fitness Grand Opening Block Party with City officials

COMMUNITY POLICING

- The District 16 Community Policing Unit provided assistance to Greenacres Elementary School with their yearly FSA walkthrough.
- The District 16 Community Policing Unit assisted Greenacres Elementary School with school traffic during the last week of school. Assistance was provided due to unruly parents picking up their children where they are not supposed to.
- The District 16 Community Policing Unit provided clothing and other items to three little girls in need. The event took place at the Greenacres Community Center.

STREET CRIMES UNIT

- The District 16 Street Crimes Agents conducted a traffic stop. Probable cause was established to conduct a search of the defendant and his vehicle, at which time the defendant was found to be in possession of a firearm without having a concealed weapons permit. Further investigation revealed the firearm had all distinguishing serial numbers removed. The defendant was charged accordingly.
- District 16 Street Crimes Agents conducted a traffic stop on. Probable cause was established for a search of the defendant's vehicle at which time approximately 50 pills of hydrocodone & oxycodone were discovered, separated, bagged in several containers, consistent with actions related to the sale of narcotics. The defendants were subsequently charged with trafficking in oxycodone and placed under arrest.
- District 16 Street Crimes Unit was requested to assist Districts 16 & 1 Road Patrol with locating a defendant for domestic battery. The defendant was located and taken into custody without incident.
- District 16 Street Crimes Agents were attempting to apprehend a defendant for an outstanding felony warrant. In an effort to evade capture the defendant jumped from a second story window injuring the right leg. The defendant was subsequently taken into custody without further incident and transported for further treatment.
- District 16 Street Crimes Unit was requested to assist District 16 Detective Bureau with locating five defendants for various charges ranging from misdemeanor battery to felony grand theft and strong-armed robbery. All suspects were located and taken into custody without incident.
- District 16 Street Crimes Agents initiated a consensual encounter with a defendant, after speaking with the defendant for several minutes the defendant spontaneously stated he was in possession of a firearm. The defendant was subsequently placed under arrest for CCF where a computer check revealed the firearm stolen out of Apopka Police Department. The defendant was charged accordingly firearm recovered.
- District 16 Street Crimes Unit conducted a Multi-Unit Group Operation during which they observed the defendant driving to and from a location known for drug activity. A traffic stop was conducted at which time the defendant was found to be in possession of several grams of cocaine and marijuana. The defendant was charged accordingly and taken into custody.
- The District 16 Street Crimes Agents conducted a traffic stop on a defendant for operating a motor vehicle with a fraudulent tag attached. The defendant was found to have a suspended driver's license as well as an open warrant for VOP out of another county. The defendant was arrested and charged accordingly.

- The District 16 Street Crimes Unit conducted a traffic stop on a defendant and observed a handgun in plain view laying in the center console of the defendant's vehicle. The defendant was taken into custody and charged accordingly.
- The District 16 Street Crimes Agents conducted a traffic stop on a defendant where a computer check revealed two open warrants for failure to appear. The defendant was taken into custody and charged accordingly.
- The District 16 Street Crimes Agents conducted a traffic stop on a defendant where a computer check revealed the defendant had a suspended license habitual, a search incident to arrest found the defendant in possession of Oxycodone without a prescription. The defendant was taken into custody and charged accordingly.
- The District 16 Street Crimes Unit conducted a traffic stop on a defendant, subsequently discovering several grams of crack cocaine on his person. The defendant was arrested and charged accordingly.
- The District 16 Street Crimes Agents observed the defendant operating a motorcycle without a tag in a reckless manner. Upon trying to conduct a traffic stop on the defendant attempted to flee. Agents were able to apprehend the defendant and take the defendant into custody without incident. The defendant was charged accordingly.
- The District 16 Street Crimes Agents attempted a traffic stop on a defendant who failed to stop after several blocks and fled on foot. The defendant was subsequently apprehended taken into custody and charged accordingly.
- The Street Crimes Agents conducted a traffic stop and found two defendants were unlawfully in possession of several firearms and controlled substances. The defendants were taken into custody and charged accordingly.
- The District 16 Street Crimes Unit assisted the District 1 Street Crimes Unit with locating and apprehending two defendants on outstanding charges of burglary. The defendants were taken into custody without incident.
- The District 16 Street Crimes Unit assisted the PBSO VHI Unit with locating and apprehending a defendant for an outstanding warrant of vehicular homicide. Upon being taken into custody, the defendant was found to be in possession of heroin and was charged accordingly.
- The District 16 Street Crimes Unit assisted the PBSO Narcotics with the execution of a search warrant within the City of Greenacres. Several defendants were arrested for multiple charges to include possession of methamphetamine, manufacturing of narcotics, and child neglect.

PROPERTY DETECTIVES

- District 16 Detective Bureau Total Monthly Stats for June 2021:
 - New Cases: 23
 - Search Warrants: 3
 - Cases Cleared by Arrest: 8
 - Operations: 3
- District 16 Detectives arrested five suspects for felony retail theft.
- District 16 Detectives arrested five suspects for strong arm robbery and battery.
- District 16 Detectives investigated the theft of a lawn trailer and its equipment. Probable cause was established for two suspects. One subject was located and apprehended who provided a confession and location for the stolen property. A search warrant was obtained and executed and the stolen lawn equipment was recovered and later returned to its owner. An in-custody arrest was also completed for the other suspect.
- District 16 Detectives investigated an incident of Elderly Exploitation where a home health care aide stole the 94-year-old victim's credit card information and went on a Walmart.com on a shopping spree. Detectives obtained an arrest warrant and a search warrant for the suspect's residence. Upon execution of the search warrant, Detectives recovered several pieces of fraudulently purchased merchandise. The suspect was then later apprehended by the District 16 Street Crimes.

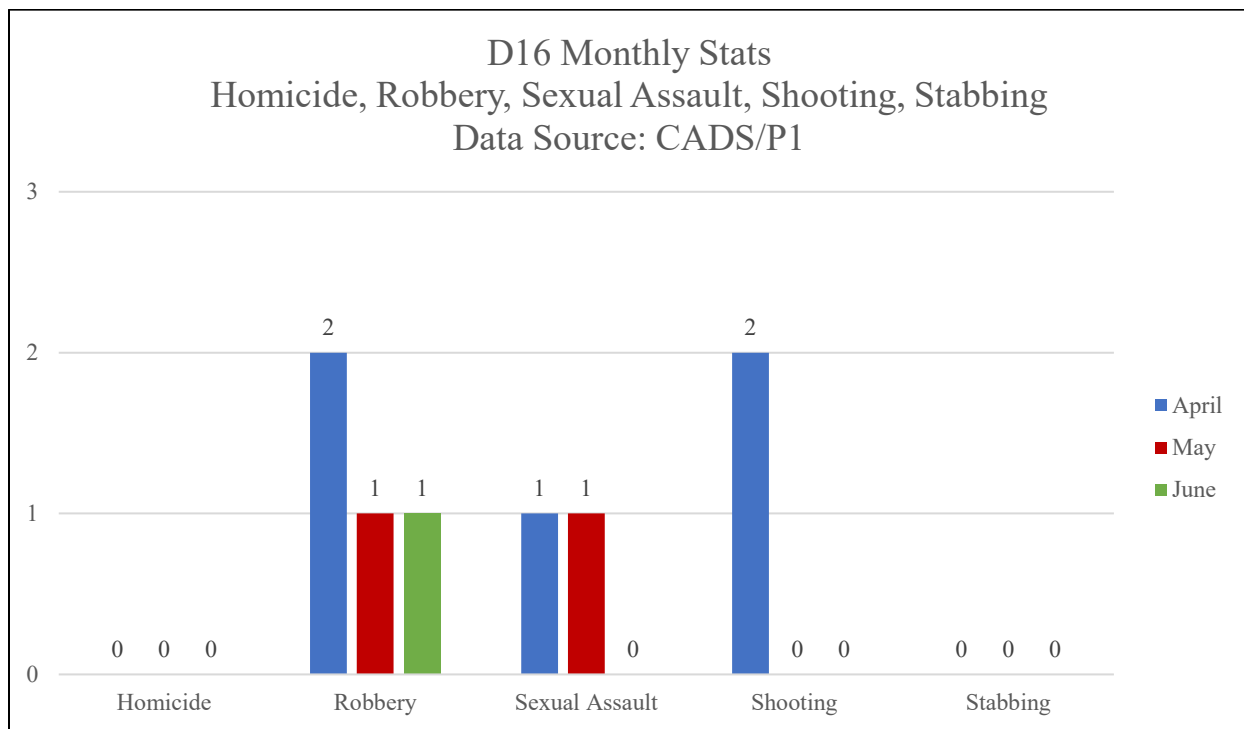
ARREST AND NTA STATISTICS

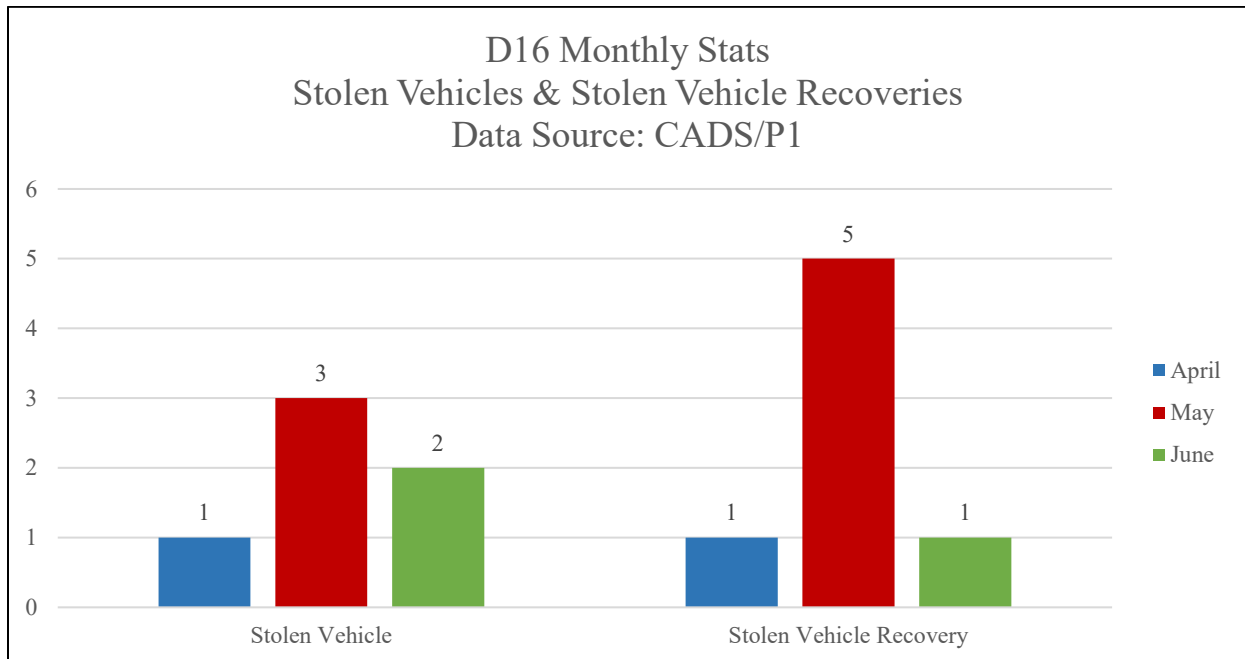
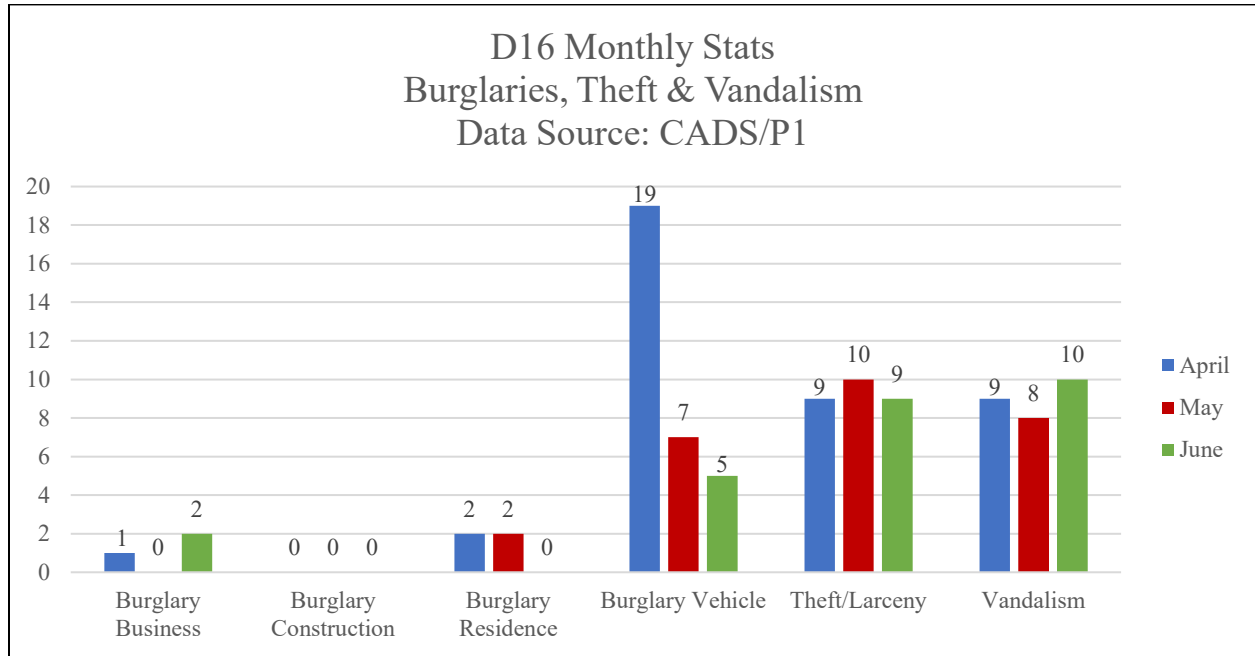
Arrest Data
Arrests & Notice to Appear (NTA) within District 16
Total Count – 58

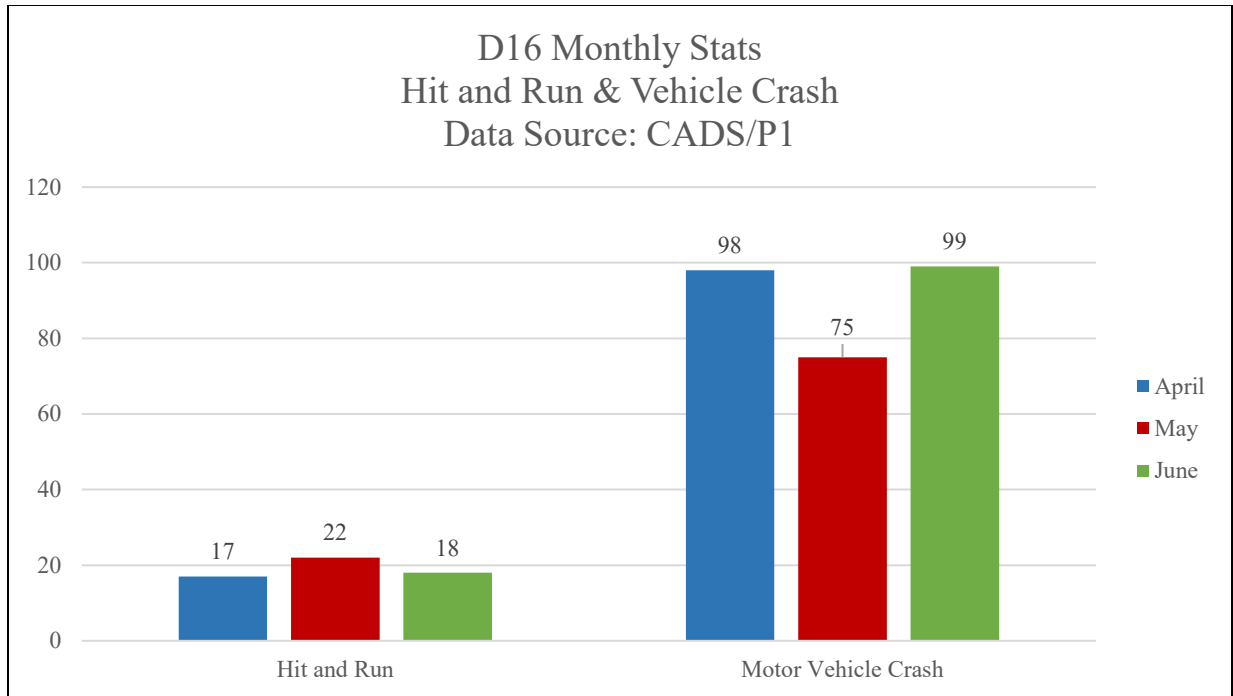
Data Source: CADs/Premier 1

DATA ANALYSIS

The data included in this report is charted and graphed to illustrate and compare changes over a specific time period. These charts and graphs are utilized to assist in determining crime trends and to measure enforcement efforts. This data is utilized in conjunction with other analysis to develop directed patrol and various enforcement activities. The analysis included on these pages is presented as a brief highlight to explain the salient points of this report.



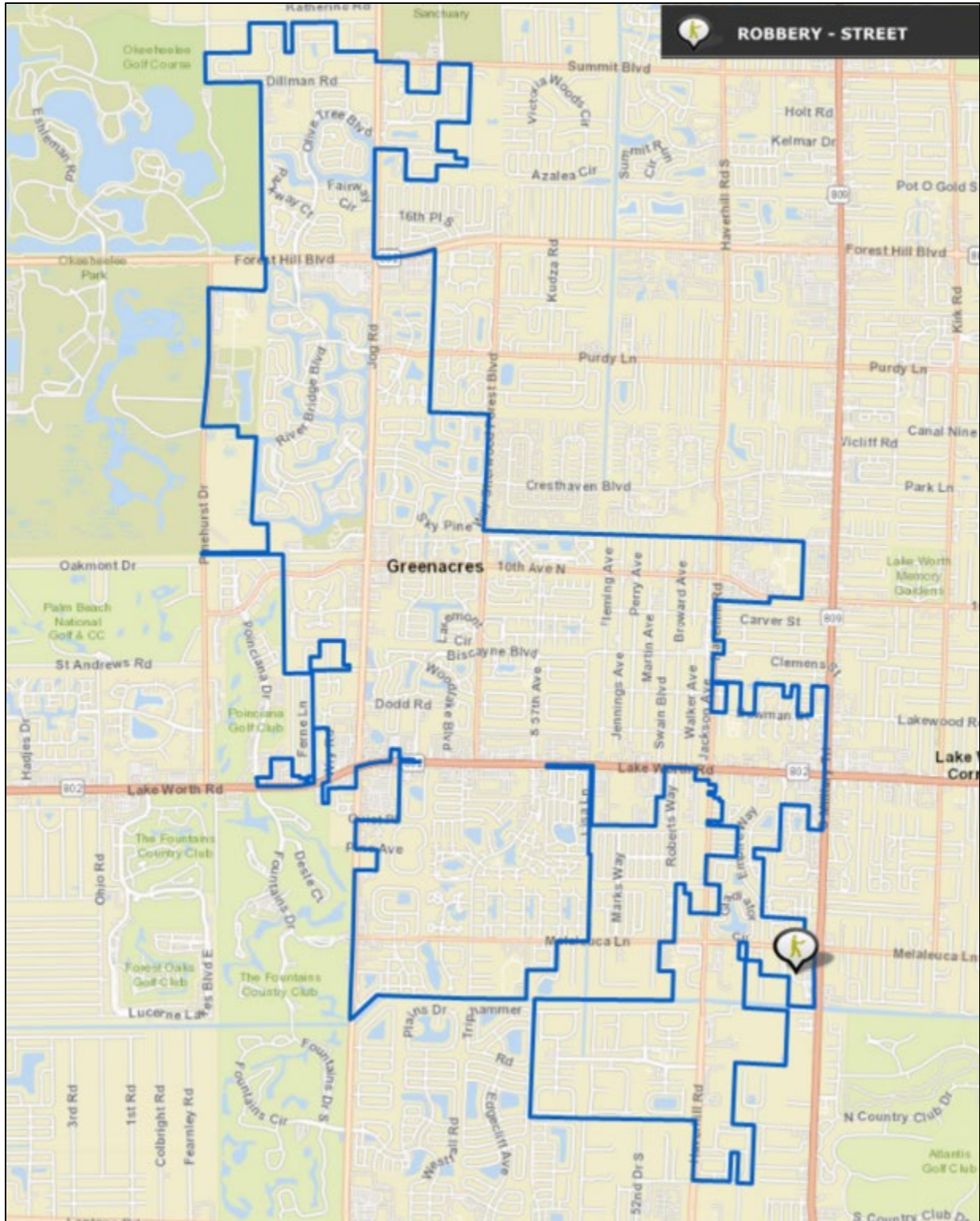




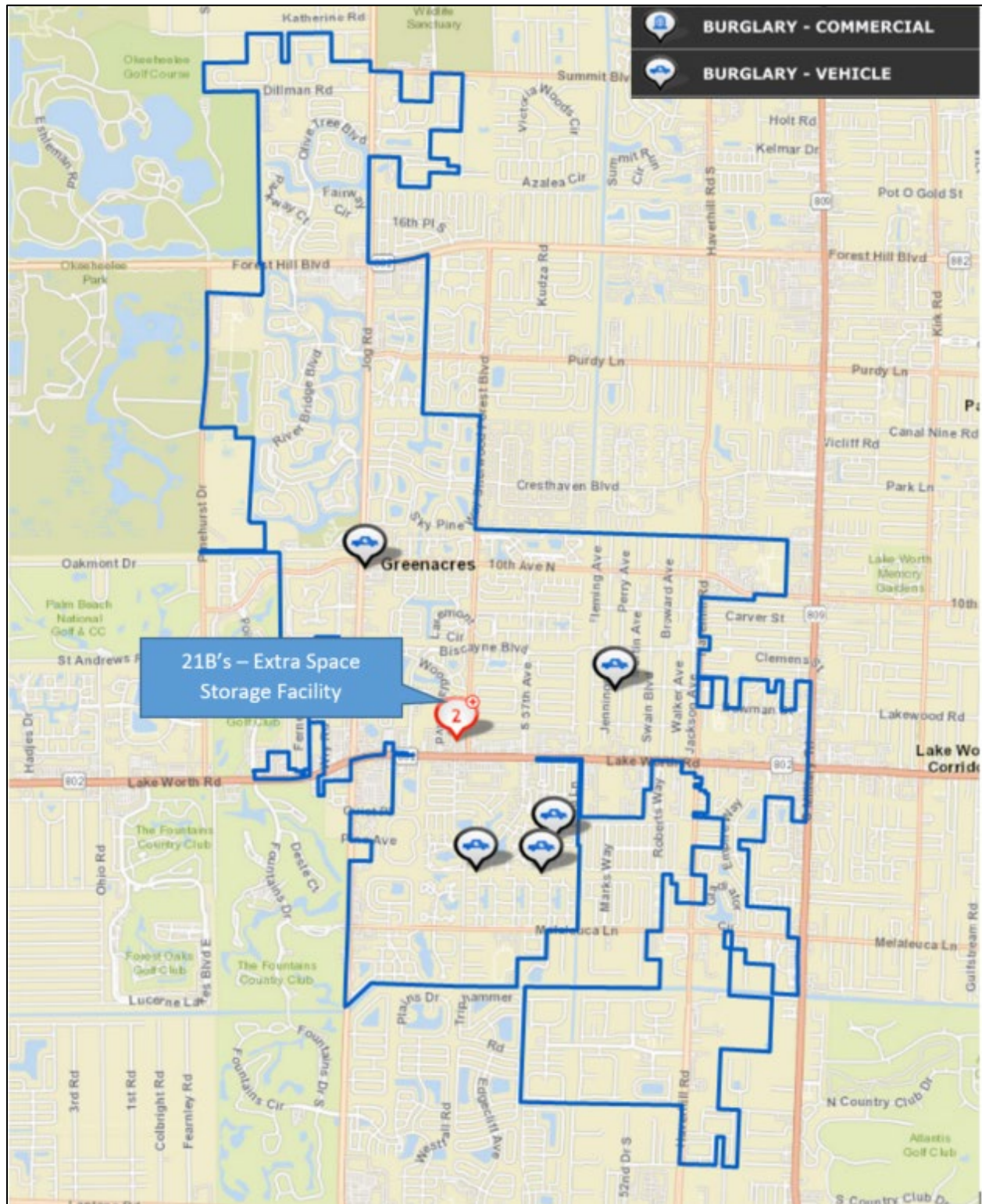
DISTRICT 16 MAP OF ACTIVITY

Data: Source: Crimeview Dashboard

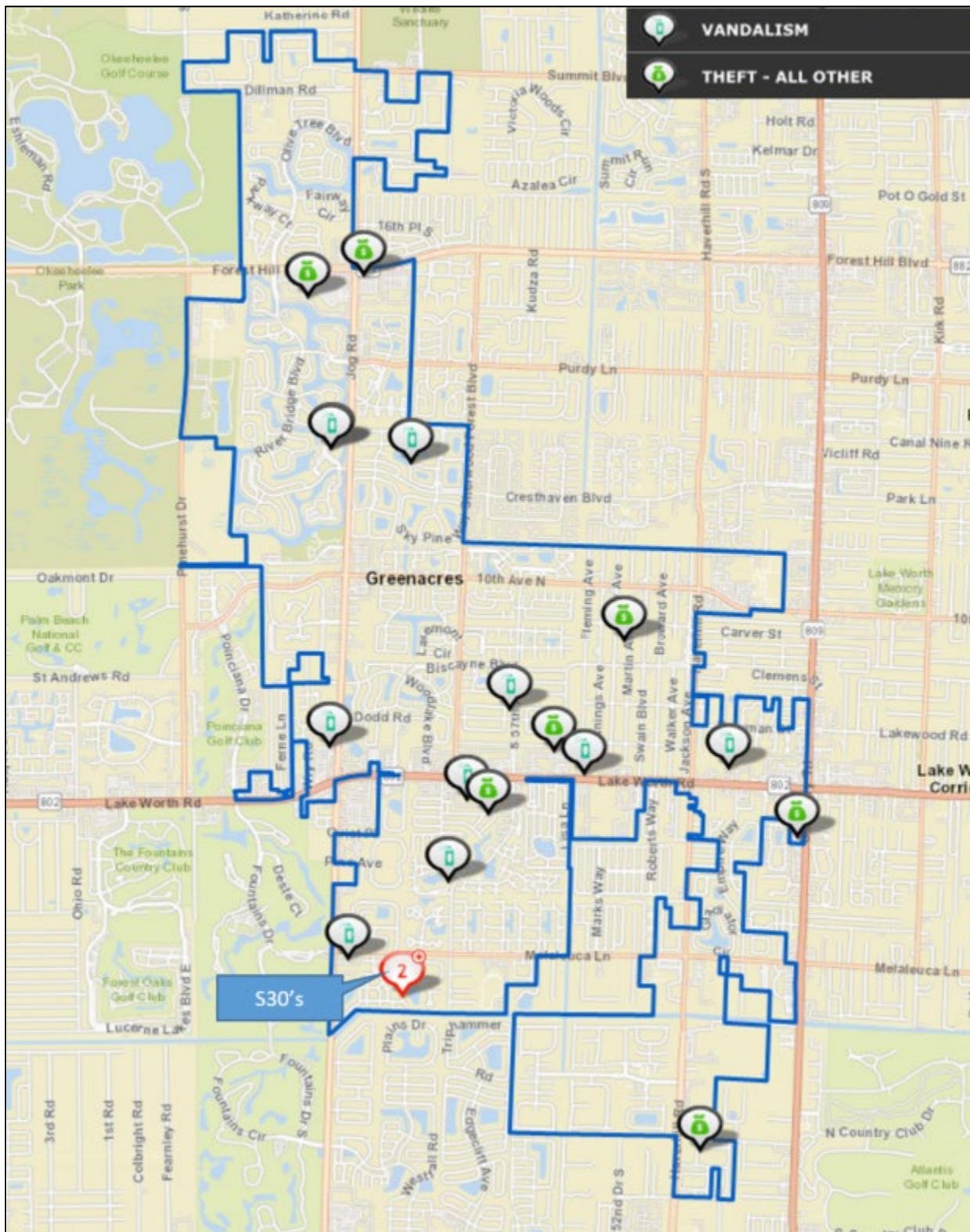
PERSONS CRIMES



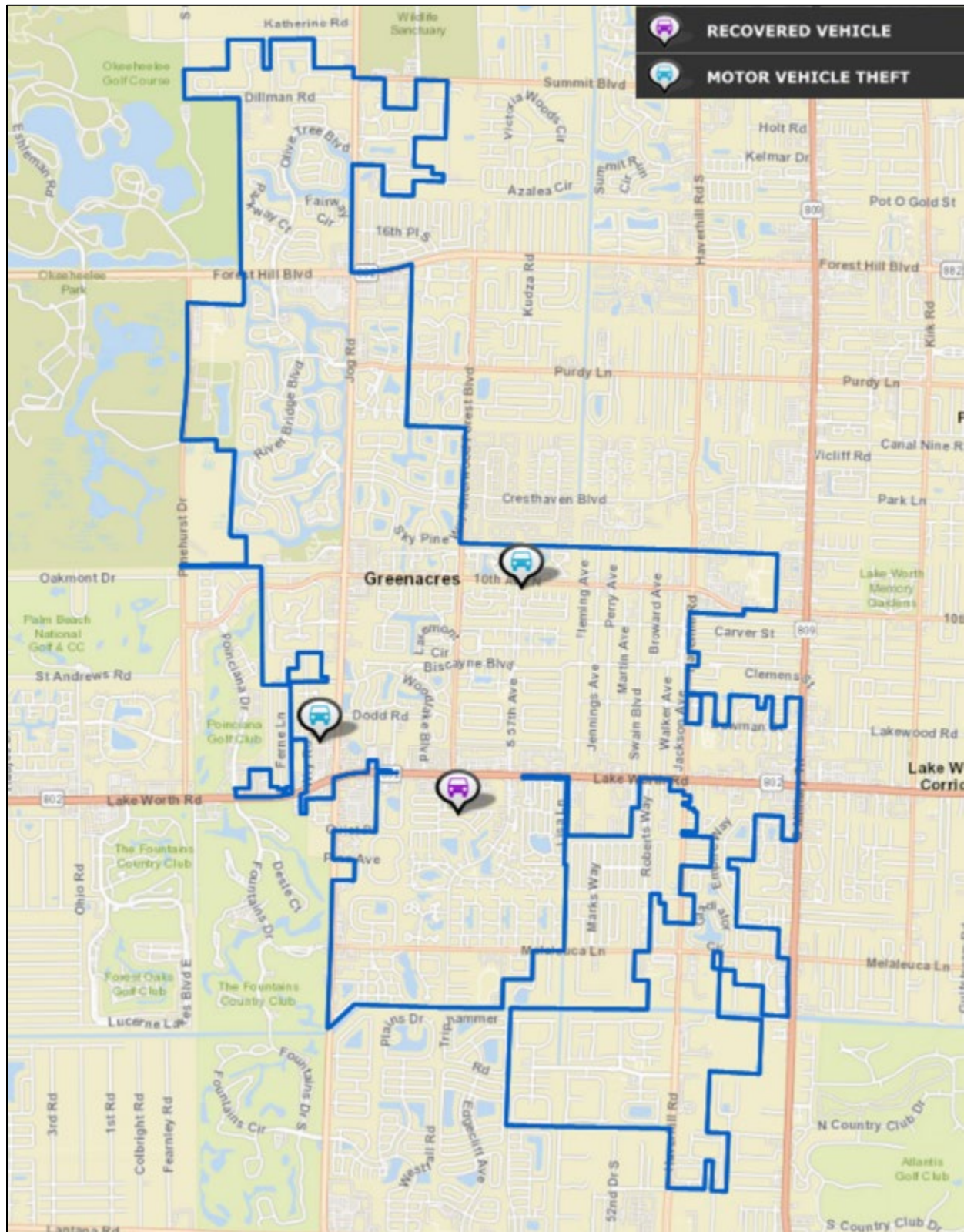
BURGLARIES



THEFT & VANDALISM

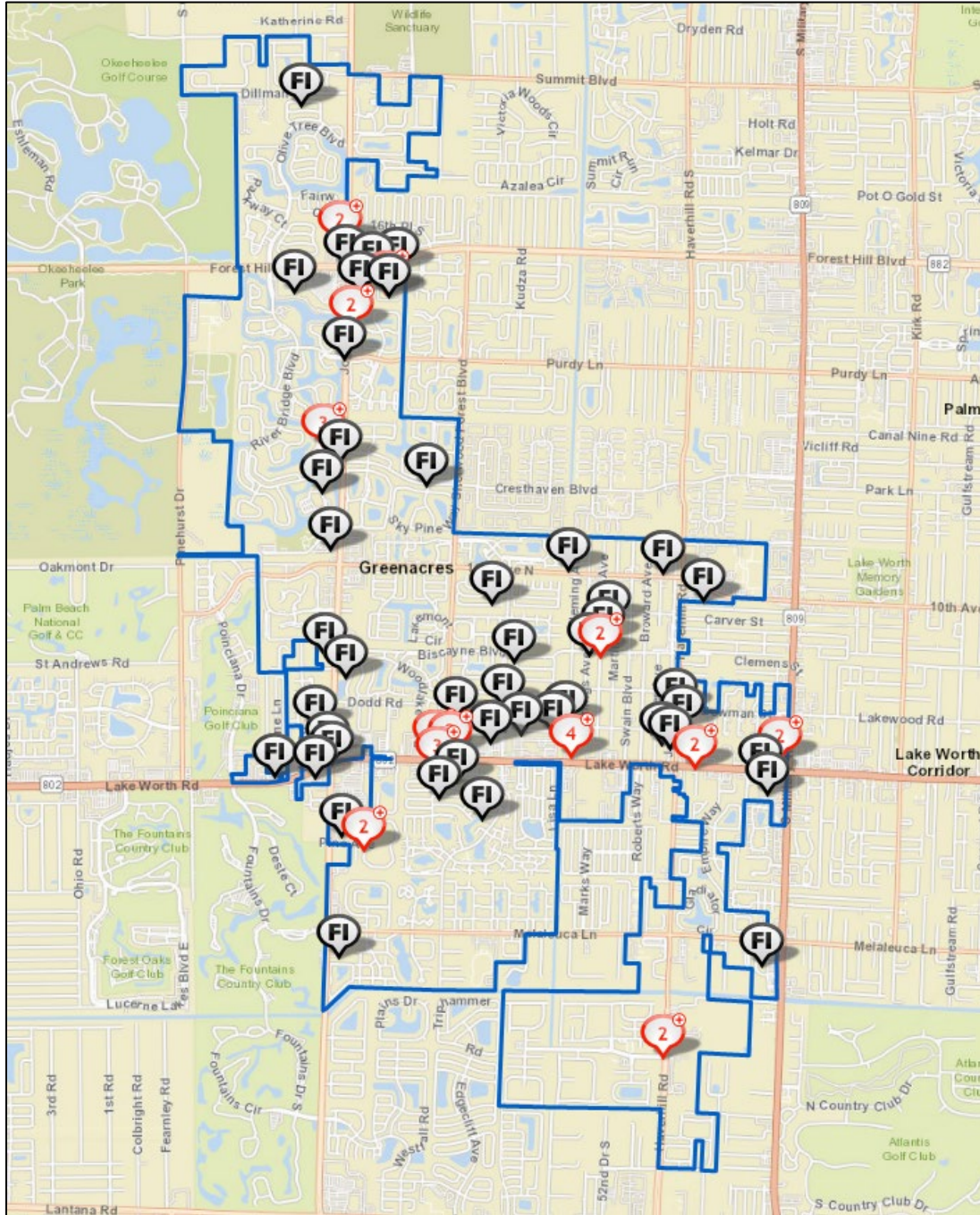


STOLEN VEHICLES & STOLEN VEHICLE RECOVERIES

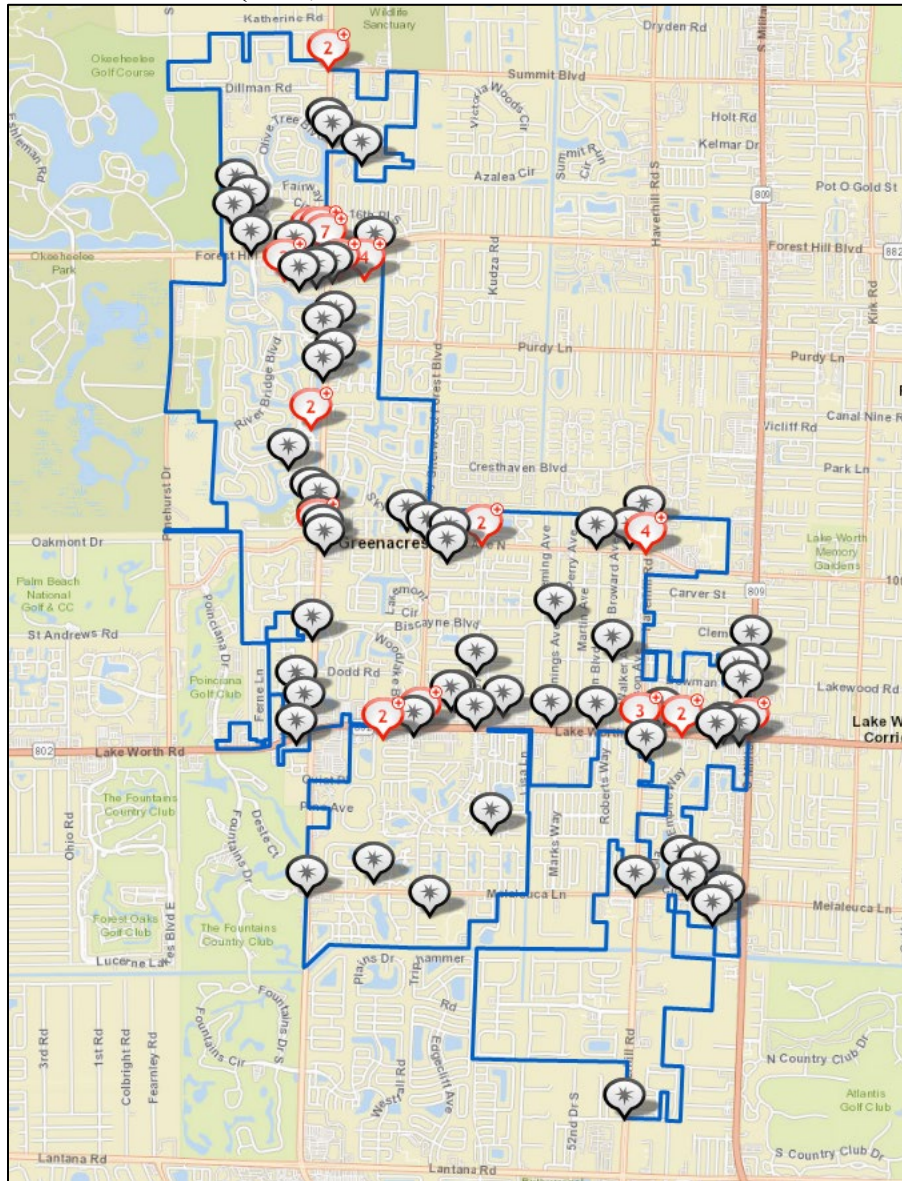


FIR MAP

90 Records Plotted in Crimeview Dashboard



ACCIDENT MAP (S3'S, 4'S & 5V'S – CASE NUMBER INCIDENTS)



TOP ACCIDENT LOCATIONS FOR JUNE 2021

Location	Case Number Count
South Jog Road / Lake Worth Road	13
Forest Hill Boulevard / South Jog Road	7
South Jog Road / 10th Avenue North	5

CITY OF GREENACRES**INTEROFFICE MEMORANDUM**

#2021.07AH4.01

TO: Andrea McCue, City Manager
FROM: Carlos Cedeño, Public Works Director
RE: Public Works Department Report
DATE: July 8, 2021

Listed below is a brief summary of the activities undertaken by the Public Works Department during the period of June 1, 2021 through June 30, 2021.

1. ADMINISTRATION:

- Coordinated a pre-construction meeting in preparation for the construction of four (4) Volleyball Courts at Freedom Park.
- Staff participated in several training sessions to include:
 - Working in Extreme Temperature; Heat Illness Prevention
 - Fleet Program Securing Materials for Transportation
 - Compressed Gas Safety
 - Disaster Preparedness
 - Playground Safety
- The remaining locations of the utility boxes to be wrapped with artwork around the City were completed.

2. ROADS AND DRAINAGE MAINTENANCE

- A total of 101 Banners were installed throughout the City for the Fourth of July; 18 of those are new banners celebrating the City's 95th Anniversary.
- Rust prevention tanks and pumps on the Jog Rd & Lake Worth Rd medians were serviced.
- Six (6) Duck Crossing signs were installed in the areas of 57th Ave and Sherwood Forest.

3. VEHICLE MAINTENANCE

- Coordinated OSHA Fork Lift Training and Certification for Public Works Staff.
- Staff Trained and received certifications for:
 - Working in Extreme Temperature; Heat Illness Prevention
 - Fleet Program Securing Materials for Transportation
 - Compressed Gas Safety
 - Disaster Preparedness
 - Playground Safety
- Staff attended a 7-hour course and received certificates *Motor Vehicle A/C Diagnostics Service & Repair*.

4. BUILDING SERVICES

- Renovation of the restrooms at Fire Rescue Station 94, Fire Rescue Station 95/ PBSO District 16.
- Renovation of the report writing room at Fire Rescue Station 95 has been completed.

5. PARKS MAINTENANCE

- The south pavilion at Freedom Park has been repainted.
- The entry sidewalk at Veterans Park was rerouted in order to avoid damage by maintenance vehicles.

**CITY OF GREENACRES
INTEROFFICE MEMORANDUM
2021.07EB3.001**

TO: Andrea McCue, City Manager

FROM: Kara L. Irwin-Ferris, AICP, Planning and Engineering Director *KLF*

SUBJECT: Planning and Engineering Department Report

DATE: July 12, 2021

Listed below are the items currently under review by the Planning and Engineering Department for the reporting period June 1, 2021 through June 30, 2021.

New Cases:

None.

Current Planning Cases

ANX-08-01

Annexation into the City of various road rights-of-way per Interlocal Annexation Agreement (ANX-07-05). (Staff review)

ANX-20-03 4180 S. Jog Road (Lake Worth Plaza West Shopping Center)

A request by the owner for a voluntary annexation (ANX-20-03) for one parcel of land totaling approximately 27.14 acres. The site is located at 4180 S. Jog Road.

ISBA-2020 Northeast Corner of S Jog and Lake Worth Road

A request initiated by the City of Greenacres to Palm Beach County for a Interlocal Service Boundary Agreement (ISBA) to address the potential issues for services upon annexation for the unincorporated property located at the north west corner of Lake Worth Road and South Jog Road. City Council approved Resolution 2020-45 to initiate the action on November 2, 2020. Palm Beach County Board of County Commissioners adopted a Resolution to support the ISBA. City and County staff met in January to start drafting the Agreement and continue to work out issues. City staff and the property owner met with Palm Beach County Fire Rescue and a representative from IAFF on June 29, 2021.

CIE Update (CPA-20-01)

A request by the Planning & Engineering Department to amend the Capital Improvement Element of the Comprehensive Plan to reflect the City's revised Capital Improvement Program, the County's revised 5-Year Road Plan, the Palm Beach County Water Utilities Department's updated Water Supply Work Plan, and the latest Capital Improvement Plan of the School District of Palm Beach County. (On hold – Will be scheduled for first reading at the City Council)

CPA-20-02

A request by the Planning & Engineering Department to amend the Infrastructure Element of the Comprehensive Plan to update the City's Water Supply Plan. (On hold – Will be scheduled for first reading at the City Council)

Legacy Church Ministries

A request by the applicant for an abandonment (AB-18-01) of a right of way located to the south portion of the parcel located between 400 and 420 Jackson Avenue. (Staff review of submittal)

Martin Avenue Residential

A request by the applicant for a land use change (CPA-20-01) from Mixed Use to Residential Low Density and a zoning change (ZC-20-01) from Mixed Use Original Section to Residential Low Density-3 for a vacant parcel located on Martin Avenue. (Scheduled for the Planning Commission meeting on July 21, 2021)

Nash Trail PUD

A request by the owner for a comprehensive plan amendment (**CPA-20-4**) from Medium Residential – 5 units per acre (MR-5) and Low Residential – 1 unit per acre (LR-1) (Palm Beach County's Future Land Use (FLU) designation) to Residential Medium Density (RS-MD) and Residential High Density (RS-HD) (City of Greenacres' FLU designation); a zoning designation (**ZC-20-04**) from Agricultural Residential (AR) and Residential Estate (RE) (Palm Beach County's FLU designation) to Residential High Density (RH) (City of Greenacres' FLU designation); a special exception (**SE/PUD-20-03**) to allow a Planned Unit Development (PUD) for the subject site; a site & development plan (**SP-20-03**) to permit development of 213 dwelling units (76 zero-lot line (ZLL) homes and 137 townhomes); and variance (**BA-20-03**) to allow for the reduction of 5 feet from the required 25 feet building separation between two multi-family buildings; to allow for the reduction of 24 feet for side from the required 50 feet and 13 feet for rear from the required 50 feet PUD setbacks as related to Townhouse (TH); and to allow a reduction of 16 inches from the required 12-feet in net width of parking space clear of obstructions for any single vehicle garage. (The variance is scheduled for the Zoning Board of Adjustment & Appeals meeting on July 27, 2021)

Sunset Springs

A request by the applicant for site and development approval (SP-21-01) for 25 single family homes and a variance (BA-21-01) request to reduce to landscape buffer from 10 ft to 5 ft. The site is located at 6645 Chickasaw Road. (Awaiting receipt of LDS comments letter dated May 21, 2021)

Site Plan Amendments

None.

Zoning Text Amendment

ZTA-16-05

A city-initiated request for a text amendment to revise Building heights based on comments from the City Council workshop on October 24, 2016. (Postponed from the Planning Commission meeting of August 16, 2017 to the Planning Commission meeting of September 20, 2017, currently no date set for review awaiting Visioning direction)

ZTA-19-02

A city-initiated request for a text amendment to revise development order extensions.

ZTA-19-05 (Art in Public Places)

A City-initiated request to add regulations for the creation of a program providing for the placement of art in public spaces within the City.

Residential

Catalina Estates

Plat application received on May 16, 2019. Comments letter sent to applicant on July 17, 2019, resubmittal received on August 25, 2019 and approved by City Council on October 7, 2019. MOT Plan issued drainage work to begin October 5, 2020.

Harvest Pines

The Plat for this 35-unit single-family residential development and acceptance of park site deed were approved at the City Council meeting on April 20, 2015. The one year 10% maintenance bond was received on June 26, 2017 was returned on September 24, 2018. Project file to be closed.

Las Ramblas

The Plat was approved at the February 6, 2017 City Council meeting. Pre-construction meeting was held on April 19, 2017. The site has been cleared and is currently under construction. Thirteen homes have been CO'd and the final CO is being held for final close-out of the project and acceptance of a public road. The City is considering the approval of a Bond reduction for the project to the 10% Maintenance Bond.

Pine Grove Farm

Except for 2 vacant lots, all work has been completed. Permit applications for the final two lots have been submitted and are under review.

Reserve at Summit

Plat for this 73-unit single-family residential development was approved at the July 6, 2015 City Council meeting. Construction of homes is completed in the subdivision and 100% of the Certificates of Occupancy have been issued. The Recreation parcel has been completed. Staff has notified the developer that a close-out package is required to reduce the bond. Maintenance bond returned to developer on December 20, 2019. The project is ready for close-out.

Whitney Park (aka Bowman Pines)

The Plat was approved by City Council on December 5, 2016. All 24 homes have been completed and a maintenance bond to 10% has been received on March 30, 2018 and will be held until March 30, 2019. A final inspection has been completed. Traffic Control Agreement approved on June 1, 2019, maintenance bond returned and file to be closed out.

Commercial**Braman Honda**

Revised replat under review. Construction of the vehicle storage lot is complete. Permit application for the recently approved service department expansion (SP-97-06G) was issued. Comments sent to applicant on March 22, 2021

Church of God 7th Day (3535 S Jog Road)

The building permit and engineering permit are both issued for the development. Stop work order was issued by Building Official on September 28, 2018. Subsequent meetings have been held with Building Official and Consultant Engineer. The Building Official has re-issued the permits to the contractor.

Dairy Queen

Building permit received on April 30, 2019, outside agency permits have been submitted and the permit was approved by Planning & Engineering and transmitted to the Building Department. Building construction is completed. The property has passed all inspections. Certificate of Occupancy was issued and project file to be closed.

Greenacres Nissan

Developer closed on purchase of the property on October 21, 2015. Plat approved on May 16, 2016 and engineering permit issued immediately thereafter. Building permit issued July 7, 2016. Site and building construction completed. Temporary Certificate of Occupancy was issued by the Building Official. Zoning and Landscape inspections passed. Engineering review finalized received signed and sealed as-builts and outside agency acceptance letters. A final Certificate of Occupancy was issued and project file is to be closed.

Jog Professional

Building construction is completed. Landscape and zoning final inspections are completed. Engineering review finalized received signed and sealed as-builts and outside agency acceptance letters. The property has received a Certificate of Completion (CC) for the building shell.

Kid's College Greenacres Campus

Plat application received on October 19, 2018 with complete submittal received on November 6, 2018. The Plat was approved January 7, 2019 by City Council. Utility permit issued on January 25, 2019; pre-con meeting for underground work only held on January 30, 2019. Building permit signed off by zoning on February 15, 2019. Pedestrian Access Easement Agreement signed and recorded on May 15,

2019. Building Dept. permit issued on May 15, 2019. Building construction is completed for first building.

Soma Medical Center

Building and engineering permits issued for the project and construction of building is completed. CO issued on March 7, 2019 and project file is to be closed.

Racetrac Market at Sherwood Plaza

Building and engineering permits issued for the project. Pre-construction meeting held on January 10, 2018 and construction underway. Building construction is well under way, with roof trusses and sheathing installed. CO issued on March 16, 2019.

Capital Improvements

Original Section Drainage Improvement – Phase 7

An application for Phase 7 of the Original Section Drainage Improvements project was submitted to DES on March 12, 2020. The CDBG Grant Agreement for FY 20-21 was approved by City Council on September 24, 2020. Agreement sent to DHES on October 6, 2020. Project was advertised for bid on January 31, 2021. Virtual Pre-bid meeting was held on February 17, 2021. The bid opening was March 3, 2021. On March 15, 2021 City Council awarded the bid to TCLM Enterprise Inc. Notice of Award issued on March 24, 2021. The Preconstruction meeting was held on April 21, 2021. Notice to Proceed issued on April 27, 2021. Resident Notification letters sent on April 20, 2021. Physical construction started on May 24, 2021. June 18, 2021 first payment request received and processed.

FY 2021 Data:

Case	Current Period	FY 2021 to Date	FY 2021 Budget
Annexation	1	1	2
Comprehensive Plan Amendment	0	1	5
Zoning Changes	0	1	3
Special Exceptions	0	5	4
Site Plans	0	3	5
Site Plan Amendments	1	7	16
Variances	0	2	4
Zoning Test Amendments	0	0	4

Inspection Type	Current Period	FY 2021 to Date	FY 2021 Budget
Landscaping	0	29	130
Zoning	0	34	121
Engineering	5	59	100