

NOTICE OF PUBLIC MEETING
CITY COUNCIL
CITY OF BONITA SPRINGS
OFFICIAL AGENDA - REVISED
WEDNESDAY, JUNE 17, 2020
9:00 A.M.
FIRST PRESBYTERIAN CHURCH
9751 BONITA BEACH ROAD SE
BONITA SPRINGS, FLORIDA 34135

PUBLIC COMMENT AVAILABLE VIA EMAIL AND IN PERSON

To submit a public comment via email, please email any comments to the City at citymeetings@cityofbonitasprings.org and include the meeting date in the subject line. All emails for public comment must be received by **10:00 a.m. on June 16, 2020.**

Interested parties may also attend the public hearing to provide comments in accordance with the City's code or as those provisions may be modified by the City Council. All CDC and FDOH guidelines pertaining to COVID-19 shall be observed at all times.

[click here](#) to watch the meeting online, or visit the city's website at www.cityofbonitasprings.org and click "how do i?" and then click "watch a meeting live" to access the live stream.

- I. Call to Order
- II. Invocation
- III. Pledge of Allegiance
- IV. Roll Call
- V. Public Comment on Agenda Items
- VI. Consent Agenda: (Note: items on the Consent Agenda will be considered as one unless a specific item is removed by a Council Member for separate discussion.)

ADDENDUM: Approve Audit Committee's recommendation regarding the Request for Proposals to provide external audit services. (Greensheet No. 20-06-162)

- A. Approve Florida Department of Emergency Management Sub-Recipient Agreement for the Citrus Park Drainage Improvement Project #4337-410-R Phase 1. (Greensheet No. 20-06-141)
- B. Approve Florida Department of Economic Opportunity Sub-Recipient Agreement for the Imperial Bonita Estates/Quinn/Downs/Dean west of Imperial Parkway Stormwater Improvement Project. (Greensheet No. 20-06-142)
- C. Approve the Interlocal Agreement between Lee County and the City of Bonita Springs regarding beach renourishment. (Greensheet No. 20-06-147)

- D. Adopt resolution approving the top-ranked recommendation from the Art in Public Places Board for tenancy of Artist Cottage #4 and authorize City Manager to execute a lease for the use of Artist Cottage #4 for a term of one year. (Greensheet No. 20-06-150)
- E. Approve contract renewals for Crowder Gulf Services and Thompson Consulting Services to provide disaster and debris removal and monitoring services for an additional term of one year. (Greensheet No. 20-06-151)
- F. Approve Florida Department of Environmental Protection funding agreement for the Pine Lake Preserve Re-Hydration project. (Greensheet No. 20-06-152)
- G. Review of May 2020 Monthly Capital Improvements Report. (Greensheet No. 20-06-145)
- H. Review of May 2020 Monthly Financial Reports. (Greensheet No. 20-06-146)
- I. Approve Special Event Permit for a Firework Show on July 4, 2020 (Greensheet No. 20-06-157)

- Opportunity for City Council comments on Consent Agenda items:

VII. Proclamations and Presentations:

- A. **ADDENDUM with Updated Greensheet and Attachments:** Update on the FY 2020 Expected General Fund Revenues by the City's Finance Director and presentation on the current financing market conditions by the City's Financial Advisor (Greensheet No. 20-06-148)

Brief recess, if needed.

VIII. Mayor and Council Member items:

- A. Discussion regarding proposed City Council Retreat/Workshop (Quaremba; Greensheet No. 20-06-158)
- B. Discussion of health data regarding COVID-19 and update to the public (Quaremba; Greensheet No. 20-06-165)
- C. Discussion on acceptance of grant funds from National Association of Realtors (NAR) in Bandshell Clean-Up (Purdon; Greensheet No. 20-06-161)

CONTINUED FROM 5/20/20 AND 06/03/20: Appoint Mayor and Members of City Council to various boards and committees. (Greensheet No. 20-06-153)

IX. Public Hearing (public comment allowed):

- A. Public hearing regarding the grant application submittal for the Rebuild Florida Community Development Block Grant – Disaster Recovery Infrastructure Repair Program to allow for citizen participation, public comment and input to be collected to determine community interest in providing input on the grant application. (Greensheet No. 20-06-149)

- B. **ADDENDUM with attachments:** Vacate a portion of a Public Utility Easement, and a portion of a Public Right-of-Way in the Bernwood Park of Commerce. (Greensheet No. 20-06-155)
- C. **ADDENDUM with attachments:** Vacate a portion of a Public Utility Easement, adjacent to the Pelican Nest Club House in Pelican Landing. (Greensheet No. 20-06-154)

X. Public Comment:

Brief recess, if needed.

XI. City Attorney's Items:

ADDENDUM: Approve the First Amendment to BG Mine Settlement Agreement. (Greensheet No. 20-06-166)

- A. Approve Resolution for Order authorizing temporary outdoor seating (Greensheet No. 20-06-163)
- B. Approve Resolution for Executive order on quasi-judicial virtual meetings (Greensheet No. 20-06-164)

XII. City Manager's Items:

- A. City's update regarding COVID-19

XIII. Mayor and Council Reports:

XIV. Public Comment:

XV. Adjournment.

ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS AT ANY OF THE MEETINGS BECAUSE OF A DISABILITY OR PHYSICAL IMPAIRMENT SHOULD CONTACT MEG WEISS, DIRECTOR OF ADMINISTRATIVE SERVICES, AT 239-949-6262, AT LEAST 48 HOURS PRIOR TO THE MEETING. IF A PERSON DECIDES TO APPEAL A DECISION MADE BY THE COUNCIL IN ANY MATTER CONSIDERED AT THIS MEETING/HEARING, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS TO BE MADE, TO INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH ANY SUCH APPEAL IS TO BE BASED.

PRINTED COPIES OF THE AGENDA WILL BE PROVIDED AT THE MEETING. TO VIEW THE ENTIRE CITY COUNCIL MEETING PACKET PLEASE VISIT [/](#)

NOTE: THIS MEETING IS TELEVISED ON COMCAST, CHANNEL 98. AGENDAS ARE AVAILABLE FOR VIEW, AND THE MEETING CAN BE VIEWED AT WWW.CITYOFBONITASPRINGS.ORG

NEXT MEETING: JULY 1, 2020

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-06-141
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Approve Florida Department of Emergency Management Sub-Recipient Agreement for the Citrus Park Drainage Improvement Project # 4337-410-R Phase 1			
MEETING DATE: 6/17/2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐	PRESENTATIONS	☐	Matt Feeney Assistant City Manager Elly Soto McKuen Senior Project Manager
☒	CONSENT	☐	
☐	PUBLIC HEARING	☐	
☐	MAYOR AND COUNCIL MEMBER ITEMS	☒	
☐	MAYOR AND COUNCIL MEMBER'S REPORTS		
☐	CITY ATTORNEY ITEMS		
☐	CITY MANAGER ITEMS		
BACKGROUND: The Florida Department of Emergency Management (FDEM) announced the availability of Hazard Mitigation Grant Program (HMGP) funds based on the Hurricane Irma storm. Prior to August 6, 2018 staff submitted a grant application for the Larger Acquisition DRGR Project, later shortened to the Citrus Park Drainage Improvement Project. Staff received notice of project award and the sub-recipient agreement via email from FDEM on May 29, 2020. The Citrus Park Drainage Phase 1 Project agreement obligates \$101,528.35 in HMGP funds with the City committing \$37,571.65 for a total project cost of \$139,100. Phase 1 improvements will cover the following tasks: surveying, engineering, design, construction plans, permitting and bidding. The deadline to complete Phase 1 is not later than June 30, 2021. Phase 2 will be predicted on the completion of Phase 1 and will include construction. The HMGP grants allocates 75% of the project costs with the City matching the remaining 25%. Executing the agreement requires commitment of the match by the City. Attachment: FDEM Mitigation Bureau Sub-Recipient Agreement			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? 1) Stormwater Management, 3) Strengthen City Finances, 4) Environmental Protection, 5) Community Aesthetics			
STAFF RECOMMENDATIONS: Approve the FDEM sub-recipient agreement for the Citrus Park Drainage Improvement, Phase 1 Project.			
REVIEWED BY:  City Manager: _____ City Attorney: _____ City Clerk: _____ Department Director: _____			
COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Bonita Springs
PROJECT #:	4337-410-R
PROJECT TITLE:	City of Bonita Springs, Citrus Park, Drainage Project, Phase I
CONTRACT #:	H0498
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Mr. Matt Feeney:

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

	COMPLETE
☐	This form is required to be included with all Reviews, Approvals, and Submittal
☐	Two (2) Copies printed for Approval or One (1) copy to be electronically signed
☐	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>
☐	Reviewed and Approved
☐	Signed and Dated by Official Representative <i>(blue ink)</i> or signed electronically
☐	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
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) completed, signed, and dated (☐ N/A for Modifications) May be signed electronically.
☐	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, 330A

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 901-1297 or email me at Shelia.Chester@em.myflorida.com.

Agreement Number: H0498
Project Number: 4337-410-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:	City of Bonita Springs
Sub-Recipient's unique entity identifier:	593649914
Federal Award Identification Number (FAIN):	FEMA-DR-4337-FL
Federal Award Date:	March 27, 2020
Subaward Period of Performance Start and End Date:	Upon execution through June 30, 2021
Amount of Federal Funds Obligated by this Agreement:	\$101,528.35
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	\$106,272.66
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	\$106,272.66
Federal award project description (see FFATA):	Drainage
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Mike.Lalbachan@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

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 Bonita Springs, (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:

Mr. Mike Lalbachan
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2702 Directors Row
Orlando, Florida 32809-5631
Telephone: 850-815-4571
Email: Mike.Lalbachan@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. Matt Feeney
Public Works Director
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, Florida 34135
Telephone: 239-949-6246
Email: Matt.feeney@cityofbonitasprings.org

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 June 30, 2021, 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 **\$101,528.35**.
- 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 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(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").

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Exhibit 1 - Funding Sources
- ii. Attachment A – Budget and Scope of Work
- iii. Attachment B – Program Statutes and Regulations
- iv. Attachment C – Statement of Assurances
- v. Attachment D – Request for Advance or Reimbursement
- vi. Attachment E – Justification of Advance Payment
- vii. Attachment F – Quarterly Report Form
- viii. Attachment G – Warranties and Representations
- ix. Attachment H – Certification Regarding Debarment
- x. Attachment I – Federal Funding Accountability and Transparency Act
- xi. Attachment J – Mandatory Contract Provisions

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior

to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

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

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

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

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

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

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

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

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

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

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

l. 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.

m. 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.

(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 BONITA SPRINGS

By: _____

Name and title: _____

Date: _____

FID# _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Jared Moskowitz, 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: \$ 101,528.35

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

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

Federal Program:

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

Attachment A
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve drainage of Citrus Park in Bonita Springs, Lee County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-410-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, the City of Bonita Springs, shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage of Citrus Park, located in Bonita Springs, Florida, 34135. Specifically, the project is located between I-75 to the west and undisturbed Corkscrew Regional Ecosystem Watershed (CREW) lands to the east. Coordinates (26.375028, -81.739207).

The scope is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope is to acquire multiple properties to the west and east of Citrus Park. These lands are necessary for flood control and water management systems. The project will redirect flows from a storm water ditch, located along the boundary of the Citrus Park property to the east and the acquired lands, by construction of berms and overland flow-ways. Finally, the water will be routed through constructed retention ponds and into reinvigorated and rehydrated wetlands. The acquisition of property along the western boundary of Citrus Park will allow for a retention/storage pond and a berm to be constructed.

The project shall be designed to provide protection against a 100-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 Phase I scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations.

All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

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

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

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

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

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

- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, 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.

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

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

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

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

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

The Sub-Recipient's Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval, and to implement measures to improve the drainage of Citrus Park, Bonita Springs, Florida, 34135.

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

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

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit signed and sealed Engineering plans that clearly show the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). The H&H study shall contain at least 3 scenarios, where one represents the level of protection; under each scenario, the Sub-Recipient must identify the losses before and after mitigation (structural, content, displacement, road closure duration, or any other needed to show the improvements after the mitigation project is implemented). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.
- 2) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that are being damaged and FEMA Special Flood Hazard Areas on the same plan.
- 3) Submit a refined cost estimate, to include final Phase I Fees and Phase II Construction Materials and Labor.

D) Environmental:

- 1) Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- 2) Acceptance of federal funding requires the Sub-Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 3) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.
 - a) United States Army Corps of Engineers (USACE): Consultation with the USACE is required. A permit or No Permit Required shall be submitted.
 - b) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be submitted. Any conditions for compliance shall be included in the final design plans, narrative, and project implementation actions.
- 4) Historical Preservation compliance documents shall be obtained. Review documentation required:
 - a) Color maps including topographical and aerial with the project location clearly marked.
 - b) Color photographs of any area with ground disturbance (electronic).
 - c) Indicate if project site is located within a designated historic district or historic neighborhood.
- 5) Tribal Consultation shall be required for proposed ground disturbing activities. The following documents shall be required and submitted as part of deliverables:

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

E) Programmatic:

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) The Sub-Recipient must notify the Division as soon as significant developments 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) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II – Construction is considered.
- 5) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.
- 6) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 7) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 8) When completed, the Sub-Recipient must provide 100% completed designs, calculations, complete signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will be necessary. No construction activities for this project have been approved.
- 9) 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.
- 10) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

This is FEMA project number **4337-410-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 March 27, 2020; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **June 30, 2021**.

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

Phase I –

State & Local Contracting:	3 Months
H & H Study:	3 Months
Engineering Design Specifications:	6 Months
Permitting / Survey:	2 Months
Deliverables Submitted for Phase II Review:	1 Month
Total Period of Performance:	15 Months

BUDGET**Line Item Budget***

	Project Cost	Federal Share	Non-Federal Share
Materials:	\$0.00	\$0.00	\$0.00
Labor:	\$0.00	\$0.00	\$0.00
Fees:	\$139,100.00	\$101,528.35	\$37,571.65
Initial Agreement Amount:	\$139,100.00	\$101,528.35	\$37,571.65
***Contingency Funds:	\$6,500.00	\$4,744.31	\$1,755.69
Project Total:	\$145,600.00	\$106,272.66	\$39,327.34

*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 \$6,500.00 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

Funding Summary

Federal Share:	\$106,272.66	(72.9894665137629%)
Non-Federal Share:	\$39,327.34	(27.0105334862371%)
Total Project Cost:	\$145,600.00	(100.00%)

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.shtml

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 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 eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all

reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626
- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;
- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (ii) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
 - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
 - (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
 - (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
 - (6) Leave the demolished site clean, level and free of debris.
 - (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
 - (8) Obtain all required permits.
 - (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
 - (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

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

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Bonita Springs

REMIT ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PROJECT TYPE: Drainage, Phase I PROJECT #: 4337-410-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0498

APPROVED BUDGET: _____ FEDERAL SHARE: _____ MATCH: _____

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

Invoice Period: _____ To _____ Payment #: _____

Eligible Amount 100% (Current Request)	Obligated Federal Amount 72.9894665137629%	Obligated Non- Federal 27.0105334862371%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ _____

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

SUB-RECIPIENT SIGNATURE: _____

NAME / TITLE: _____ DATE: _____

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

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

SUB-RECIPIENT: City of Bonita Springs PAYMENT #: _____
PROJECT TYPE: Drainage, Phase I PROJECT #: 4337-410-R
PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0498

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

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

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

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

**Attachment E
JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT: City of Bonita Springs

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

☐ **ADVANCE REQUESTED**

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

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

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

DIVISION OF EMERGENCY MANAGEMENT
HAZARD MITIGATION GRANT PROGRAM
QUARTERLY REPORT FORM

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

SUB-RECIPIENT: City of Bonita Springs PROJECT #: 4337-410-R
PROJECT TYPE: Drainage, Phase I CONTRACT #: H0498
PROGRAM: Hazard Mitigation Grant Program QUARTER ENDING: _____

Advance Payment Information:

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

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

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

Target Dates:

Contract Initiation Date: _____ Contract Expiration Date: _____

Estimated Project Completion Date: _____

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

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

Describe **Milestones** achieved during this quarter:

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

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

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

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

Additional **Comments**/Elaboration:

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

Person Completing Form:

Phone: _____

~ To be completed by Division staff ~

Date Reviewed: _____ Reviewer: _____

Actions: _____

Attachment G
Warranties and Representations

Financial Management

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

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Business Hours

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

Licensing and Permitting

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

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor, _____,
of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is
presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded
from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective
subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

_____	_____
By: _____	City of Bonita Springs
Signature	Sub-Recipient's Name
_____	H0498
Name and Title	DEM Contract Number
_____	4337-410-R
Street Address	FEMA Project Number

City, State, Zip	

Date	

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 #: 4337-410-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ 101,528.35

OBLIGATION/ACTION DATE: March 27, 2020

SUBAWARD DATE (if applicable): _____

DUNS#: 196164110

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 purpose of this Scope of Work is to improve drainage of Citrus Park in Bonita Springs, Lee County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-410-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The City of Bonita Springs, shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes

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

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

ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

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

EXECUTIVE COMPENSATION INFORMATION:

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

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

Yes ☐ No ☐

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

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

Yes ☐ No ☐

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

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

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

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

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

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

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

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

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J
Mandatory Contract Provisions

Provisions:

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

(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 subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1367), 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. 1251-1367). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

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

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

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

(K) See §200.322 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHEs)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1. Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

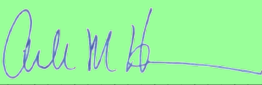
d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section: indirect (F&A) cost activities identified in this Appendix paragraph B. Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.463 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B. Identification and assignment of indirect (F&A) costs, to

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-06-142
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Approve Florida Department of Economic Opportunity Sub-Recipient Agreement for the Imperial Bonita Estates/Quinn/Downs/Dean West of Imperial Parkway Stormwater Improvement Project			
MEETING DATE: 6/17/2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐	PRESENTATIONS	☐	Matt Feeney Assistant City Manager Elly Soto McKuen Senior Project Manager
☒	CONSENT	☐	
☐	PUBLIC HEARING	☐	
☐	MAYOR AND COUNCIL MEMBER ITEMS	☒	
☐	MAYOR AND COUNCIL MEMBER'S REPORTS		
☐	CITY ATTORNEY ITEMS		
☐	CITY MANAGER ITEMS		
BACKGROUND: The Florida Department of Economic Opportunity (FDEO) announced the availability of U.S. Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR) Grant Program funds in response to Hurricane Irma. Staff submitted a grant application for the Imperial Bonita Estates(IBE)/Quinn/Downs/Dean West of Imperial Parkway Stormwater Improvement Project on October 23, 2019. Staff received notice of project award on January 31, 2020 and received the sub-recipient agreement via email June 4, 2020. The IBE/Quinn/Downs/Dean West of Imperial Parkway project agreement obligates \$11,021,919 in CDBG-DR Infrastructure funds to the City. There is no match required for this project and the contract period is two (2) years from execution date by both parties. Attachment: FDEO CDBG-DR Infrastructure Sub-Recipient Agreement			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? 1) Stormwater Management, 3) Strengthen City Finances, 4) Environmental Protection, 5) Community Aesthetics			
STAFF RECOMMENDATIONS: Approve the FDEO sub-recipient agreement for the Imperial Bonita Estates/Quinn/Downs/Dean West of Imperial Parkway Stormwater Improvement Project.			
REVIEWED BY:  City Manager: _____ City Attorney: _____ City Clerk: _____ Department Director: _____			
COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

State of Florida
Department of Economic Opportunity
Federally-Funded
Community Development Block Grant
Disaster Recovery (CDBG-DR) Infrastructure Repair Program
Subrecipient Agreement

THIS AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as “DEO”) and City of Bonita Springs, hereinafter referred to as the “Subrecipient” (each individually a “Party” and collectively “the Parties”).

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to Public Law (P.L.) P.L. 115-123 Bipartisan Budget Act of 2018, P.L. 115-56, the “Continuing Appropriations Act, 2018” and Supplemental Appropriations for Disaster Relief Requirements Act, 2017, and the “Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant - Disaster Recovery Grantees”, 83 Federal Register No. 28 (February 9, 2018), 83 Federal Register No. 157 (August 14, 2018); (hereinafter collectively referred to as the “Federal Register Guidance”), the U.S. Department of Housing and Urban Development (hereinafter referred to as “HUD”) has awarded Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to DEO for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 *et seq.*) and described in the State of Florida Action Plan for Disaster Recovery 2018 (hereinafter referred to as the “Action Plan”).

WHEREAS, CDBG-DR funds made available for use by the Subrecipient under this Agreement constitute a subaward of DEO’s Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of DEO’s Federal award.

WHEREAS, the Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, the Subrecipient represents and warrants to DEO that it will comply with all the requirements of the subaward described herein.

WHEREAS, the aggregate use of CDBG-DR funds shall principally benefit low- and moderate-income persons in a manner that ensures at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons.

NOW THEREFORE, DEO and the Subrecipient agree to the following:

(1) Scope of Work. The Scope of Work for this Agreement includes Attachment A, Scope of Work. With respect to Attachment B, Project Budget, and Attachment C, Activity Work Plan, the Subrecipient shall submit to DEO such Attachments in conformity with the current examples attached hereto as necessary and

appropriate. Provided further, if there is a disagreement between the Parties, with respect to the formatting and contents of such attachments, then DEO's decisions with respect to same shall prevail, at DEO's sole and absolute discretion.

(2) Incorporation of Laws, Rules, Regulations and Policies. The Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations, including but not necessarily limited to, the Federal laws and regulations set forth at 24 CFR 570 and the State's Action Plan.

(3) Period of Agreement. This Agreement begins upon execution by both Parties (the "Effective Date") and ends twenty-four (24) months after execution by DEO, unless otherwise terminated as provided in this Agreement. DEO shall not grant any extension of this Agreement unless the Subrecipient provides justification satisfactory to DEO in its sole discretion and DEO's Director of the Division of Community Development approves such extension.

(4) Modification of Agreement. Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Subrecipient constitutes a request to negotiate the terms of this Agreement. DEO may accept or reject any proposed modification based on DEO's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

(5) Records.

(a) The Subrecipient's performance under this Agreement shall be subject to 2 C.F.R. part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of the Subrecipient's books, documents, papers and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Subrecipient shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Subrecipient will provide to DEO all necessary and appropriate financial and compliance audits in accordance with Paragraph (6), Audit Requirements and Attachments J and K herein and ensure that all related party transactions are disclosed to the auditor.

(e) The Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date DEO issues the final closeout for this award. The Subrecipient shall also comply with the provisions of 24 CFR 570.502(a)(7)(ii). The Subrecipient shall further ensure that audit working papers are available upon request for a period of six (6) years from the date DEO issues the final closeout of this Agreement, unless extended in writing by DEO. The six-year period may be extended for the following reasons:

1. Litigation, claim or audit initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.
3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

(f) The Subrecipient shall maintain all records and supporting documentation for the Subrecipient and for all contractors, subcontractors and consultants 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 scope of work and all other applicable laws and regulations.

(g) The Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that the Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (21)(e), Repayments.

(h) The Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(6) Audit Requirements

(a) The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. part 200 if it expends seven hundred fifty thousand dollars (\$750,000) or more in Federal awards from all sources during its fiscal year.

(b) Within sixty (60) calendar days of the close of DEO's fiscal year, on an annual basis, the Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@deo.myflorida.com, and DEO's grant manager; a blank version of which is attached hereto as Attachment K. The Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Subrecipient.

(c) In addition to the submission requirements listed in Attachment I, Audit Requirements, the Subrecipient shall send an electronic copy of its audit report to DEO's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-DR subgrant.

(d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 C.F.R. 200.512, when such provisions are applicable to this Agreement.

- (7) Reports.** The Subrecipient shall provide DEO with all reports and information set forth in Attachment G, Reports. The monthly reports and administrative closeout reports must include the current status and progress of the Subrecipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement. Upon request by DEO, the Subrecipient shall provide additional program updates or information. If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are properly completed. DEO may also take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

(8) Inspections and Monitoring

(a) The Subrecipient shall permit DEO and auditors to have access to the Subrecipient's records and financial statements as necessary for DEO to meet the requirements of 2 C.F.R. part 200.

(b) The Subrecipient must submit to monitoring of its activities by DEO as necessary to ensure that the subaward is used for authorized purposes in compliance with Federal statutes, regulations and the terms and conditions of this agreement.

(c) This review must include: (1) reviewing financial and performance reports required by DEO, (2) following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from DEO as detected through audits, on-site reviews and other means and (3) issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from DEO as required by 2 C.F.R. §200.521.

(d) Corrective Actions: DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

- (9) **Duplication of Benefits.** The Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Acts. The Subrecipient must comply with HUD's requirements for duplication of benefits, imposed by the Federal Register Guidance. The Subrecipient shall carry out the activities under this Agreement in compliance with DEO's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

(10) Liability.

(a) If the Subrecipient is a state agency or subdivision, as defined in Section 768.28(2), F.S., pursuant to Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) The Subrecipient further agrees to assume sole responsibility, training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in Section 768.28, Florida Statutes. The subrecipient shall hold DEO harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. Nothing herein shall be construed as consent by the Subrecipient to be sued by third parties in any matter arising out of any agreement, contract or subcontract.

(c) If the Subrecipient is a state agency or subdivision, as defined in Section 768.28, F.S., then the Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against DEO. The subrecipient agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, F.S. 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 agreement, contract or subcontract.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by DEO or the Subrecipient.

- (11) **Events of Default.** If any of the following events occur ("Events of Default"), DEO may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (12) Remedies or pursue any remedy at law or in equity, without limitation:

(a) Any warranty or representation is made by the Subrecipient, in this Agreement or any previous agreement with DEO, is or becomes false or misleading in any respect, or if the Subrecipient fails to keep

or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with DEO, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;

(b) Any material adverse change occurs in the financial condition of the Subrecipient at any time during the term of this Agreement and the Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by DEO;

(c) The Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete or insufficient information or fails to submit additional information as requested by DEO;

(d) The Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in DEO's Implementation Workshop.

The Parties agree that in the event DEO elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.

(e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay the Subrecipient believes is excusable under this paragraph, Subrecipient shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against DEO. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity or (3) terminate the Agreement in whole or in part.

(12) Remedies. If an Event of Default occurs, DEO shall provide thirty (30) calendar days written notice to the Subrecipient and if the Subrecipient fails to cure within those thirty (30) calendar days DEO may choose to exercise one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement upon twenty-four (24) hour written notice by DEO sent in conformity with Paragraph (16) Notice and Contact;
- (b) Begin any 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) Demand that the Subrecipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds; and
- (e) Exercise any corrective or remedial actions, including but not limited to:
 - 1. Requesting additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
 - 2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
 - 3. Advising the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.

Pursuit of any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by DEO to require strict performance does not affect, extend or waive any other right or remedy available or affect the later exercise of the same right or remedy by DEO for any other default by the Subrecipient.

(13) Dispute Resolution. DEO shall decide disputes concerning the performance of the Agreement, document dispute decisions in writing and serve a copy of same on the Subrecipient. All decisions are final and conclusive unless the Subrecipient files a petition for administrative hearing with DEO within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to the Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

(14) Citizen Complaints. The goal of the State is to provide an opportunity to resolve complaints in a timely manner, usually within fifteen (15) business days as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

Applicants are allowed to appeal program decisions related to one of the following activities:

- (a) A program eligibility determination
- (b) A program assistance award calculation and
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal through the Office of Disaster Recovery email at CDBG-DR@deo.myflorida.com or submit by postal mail to the following address:

Attention: Office of Disaster Recovery
Florida Department of Economic Opportunity
107 East Madison Street
The Caldwell Building, MSC 160

Tallahassee, Florida 32399

The subrecipient will handle citizen complaints by conducting:

- (a) Investigations as necessary;
- (b) Resolution; or
- (c) Follow-up actions.

If the complainant is not satisfied by the Subrecipient's determination, then the complainant may file a written appeal by following the instructions issued in the letter of response. If, at the conclusion of the appeals process, the complainant has not been satisfied with the response, a formal complaint may then be addressed directly to the DEO at:

Department of Economic Opportunity
Caldwell Building, MSC-400
107 E Madison Street
Tallahassee, FL 32399

The Florida Office of Disaster Recovery operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

(15) Termination.

(a) DEO may suspend or terminate this Agreement for cause upon twenty-four (24) hour written notice, from the date notice is sent by DEO. Cause includes, but is not limited to the Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of the Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The reasons for Termination are listed in the immediately preceding sentence for illustration purposes but are not limiting DEO's sole and absolute discretion with respect to DEO's right to terminate this Agreement. In the event of suspension or termination, the Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) DEO may unilaterally terminate this Agreement, in whole or in part, for convenience by providing the Subrecipient fourteen (14) days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the portion of the award which will not accomplish the purpose for which the award was made. The Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, the Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.

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

(e) Upon expiration or termination of this Agreement the Subrecipient shall transfer to DEO any CDBG-DR funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-DR funds.

(f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to the subrecipient in the form of a loan) in excess of \$25,000 must either:

1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
2. If not used to meet a national objective, Subrecipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.

(g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(16) Notice and Contact.

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

(b) The name and address of DEO's Grant Manager for this Agreement is:

Deborah Boyette
 107 E. Madison Street
 Tallahassee, FL 32399
 Office: 850-717-8531
 Deborah.Boyette@deo.myflorida.com

(c) The name and address of the Local Government Project Contact for this Agreement is:

Elly Soto McKuen, City of Bonita Springs
 9101 Bonita Beach Road
 Bonita Springs, FL 34135
 239-949-6246
 Fax: 239-949-6245
 Elly.McKuen@CityofBonitaSprings.org

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in Paragraph (16) above.

(17) Contracts. If the Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract template and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to DEO for prior written approval. For each contract, the Subrecipient shall report to DEO as to whether that contractor or any subcontractors hired by the contractor, is a minority vendor, as defined in Section 288.703, F.S. The Subrecipient shall comply with the procurement standards in 2 C.F.R. §200.318 - §200.326 when procuring property and services under this Agreement (refer to Attachment D).

The Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

- (a) the period of performance or date of completion;
- (b) the performance requirements;
- (d) that the contractor is bound by the terms of this Agreement;
- (e) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
- (f) that the contractor shall hold DEO and the Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
- (g) the obligation of the Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement; and
- (h) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment L).

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 C.F.R. 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

The Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

(18) Terms and Conditions. This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by DEO may be effective unless made in writing by an authorized DEO official.

(19) Attachments.

- (a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- (b) This Agreement contains the following attachments:
 - Attachment A – Scope of Work
 - Attachment B – Project Budget
 - Attachment C – Activity Work Plan
 - Attachment D – Program and Special Conditions
 - Attachment E – State and Federal Statutes, Regulations and Policies
 - Attachment F – Civil Rights Compliance
 - Attachment G – Reports
 - Attachment H – Warranties and Representations
 - Attachment I – Audit Requirements

Exhibit 1 to Attachment I – Funding Sources
 Attachment J – Audit Compliance Certification
 Attachment K – SERA Access Authorization Form
 Attachment L – 2 CFR Appendix II to Part 200
 Attachment M – Subrogation Agreement

(20) Funding/Consideration.

- (a) The funding for this Agreement shall not exceed \$11,021,919 eleven million twenty one thousand nine hundred nineteen dollars subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.
- (b) DEO will provide funds to the Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, the Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.
- (c) By execution of this Agreement, the Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-DR program for which the Subrecipient receives funding from DEO. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance and the terms of this Agreement. The Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.
- (d) The Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.
- (e) The Subrecipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Subrecipient set forth on the SERA Access Authorization Form, Attachment K, to this Agreement, must approve the submission of each Request for Funds ("RFF") on behalf of the Subrecipient.
- (f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-DR funds.
- (g) 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 Budget, the Florida Legislature, the State Chief Financial Officer or under Subparagraph (20)(i), Mandated Conditions of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate and the Recipient shall submit its administrative closeout report and subgrant agreement closeout package within thirty (30) calendar days from receipt of notice from DEO.
- (h) The Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by the Subrecipient.

(21) Repayments.

- (a) The Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. The Subrecipient shall ensure that its contractors, subcontractors and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.
- (b) In accordance with Section 215.971, F.S., the Subrecipient shall refund to DEO any unobligated funds which have been advanced or paid to the Subrecipient.

(c) The Subrecipient shall refund to DEO any funds paid in excess of the amount to which the Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.

(d) The Subrecipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 C.F.R. § 570.483(b), (c) and (d); provided, however, the Subrecipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines the Subrecipient is at fault for the ineligibility of the activity in question.

(e) The Subrecipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Subrecipient, within thirty (30) calendar days from Subrecipient's receipt of notification of such non-compliance.

(f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Subrecipient shall pay to DEO a service fee of \$15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity
Community Development Block Grant Programs Cashier
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

(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 Subrecipient in this Agreement, in any later submission or response to a DEO request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.

(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. The Parties explicitly waive any right to jury trial.

(c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.

(d) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

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

(f) The Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended; the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*) and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.

(g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-

five thousand dollars (\$35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

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

(j) Any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 C.F.R. § 200.474.

(k) If the Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement award amount.

(l) The Subrecipient hereby acknowledges that the Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. The Subrecipient hereby agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.

(m) The Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(23) Lobbying Prohibition.

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

(b) The Subrecipient certifies, by its signature to this Agreement, that:

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

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

Congress, 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 Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. The Subrecipient shall require that 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 as described in this Paragraph (22), above. 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 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

(24) Copyright, Patent and Trademark. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by the Subrecipient to the State of Florida.

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

(c) Within thirty (30) calendar days of execution of this Agreement, the Subrecipient 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 Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and DEO shall have the right to all patents and copyrights which accrue during performance of the Agreement.

(25) Legal Authorization.

(a) The Subrecipient 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 Subrecipient certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind the Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) The Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain or diminish the Subrecipient's ability to satisfy its Agreement obligations. The Subrecipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(26) Public Record Responsibilities.

(a) In addition to the Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, the Subrecipient shall notify DEO of the receipt and content of all such requests by sending an email to PRRequest@deo.myflorida.com within one (1) business day from receipt of the request.

(b) The Subrecipient shall keep and maintain public records required by DEO to perform the Subrecipient's responsibilities hereunder. The Subrecipient shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, F.S., or as otherwise provided by law. The Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by the Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by the Subrecipient in conjunction with this Agreement, the Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., the Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by the Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, the Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), the Subrecipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement or keep and maintain public records required by DEO to perform the service. If the Subrecipient-contractor transfers all public records to the public agency upon completion of the Agreement, the Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, the Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify the Subrecipient-contractor of the request as soon as practicable, and the Subrecipient-contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If the Subrecipient-contractor does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Subrecipient-contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under Section 119.10, F.S.

(f) The Subrecipient shall notify DEO verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in the Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. The Subrecipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.

(g) The Subrecipient acknowledges that DEO is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents the Subrecipient submits to DEO under this Agreement constitute public records under Florida Statutes. The Subrecipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of Chapter 119, F.S.

(h) If the Subrecipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by the Subrecipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to DEO serves as the Subrecipient's waiver of a claim of exemption. The Subrecipient shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Subrecipient-contractor does not transfer the records to DEO upon completion, including termination, of the Agreement.

(i) IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

(j) To the extent allowable by law, the Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, that the Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

(l) The Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. The Subrecipient shall amend each of the Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. DEO may terminate this Agreement if the Subrecipient does not comply with this provision.

(27) Employment Eligibility Verification.

(a) Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require the Subrecipient to:

1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subrecipient during the Agreement term; and,

2. Include in all contracts under this Agreement the requirement that contractors, subcontractors, consultants and subrecipients performing work or providing services pursuant to this Agreement use the E-Verify system to verify the employment eligibility of all new employees hired by the contractors, subcontractors, consultants and subrecipients during the term of the contract.

(b) The Department of Homeland Security's E-Verify system can be found at:

<http://www.uscis.gov/e-verify>

(c) If the Subrecipient does not have an E-Verify MOU in effect, the Subrecipient must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

(28) Program Income.

(a) The Subrecipient shall report to DEO all program income (as defined at 24 C.F.R. § 570.500(a) or in the Federal Register Guidance governing the CDBG-DR funds) generated by activities carried out with CDBG-DR funds made available under this Agreement as part of the Subrecipient's Quarterly Progress Report. The Subrecipient shall use program income in accordance with the applicable requirements of 2 C.F.R. part 200, 24 C.F.R. part 570.504, and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to DEO. Program income generated prior to closeout shall be returned to DEO unless the program income is used to fund additional units of CDBG-DR activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

(29) National Objectives

All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG program's National Objectives. The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

- (a) Benefit to low- and moderate- income persons;
- (b) Aid in prevention or elimination of slums or blight; and
- (c) Meet a need having particular urgency (referred to as urgent need).

(30) Independent Contractor.

(a) In the Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that the Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between DEO and the Subrecipient, its employees, subcontractors or agents. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

(b) The Subrecipient, its officers, agents, employees, subcontractors or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida.

(c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. DEO shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither the Subrecipient, nor its officers, agents, employees, subcontractors or

assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) The Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer or partner of the State of Florida.

(e) Unless justified by the Subrecipient, and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial or clerical support) to the Subrecipient or its subcontractor or assignee.

(f) DEO shall not be responsible for withholding taxes with respect to the Subrecipient's use of funds under this Agreement. The Subrecipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. The Subrecipient shall ensure that its employees, subcontractors and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) The Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.

(h) DEO shall not be responsible for provide any training to Subrecipient, its employees, assigns, agents, representatives or subcontractors in the professional skills necessary to perform the work services required by the Agreement; DEO may provide training in the form of an Implementation Workshop in keeping with implementation

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State of Florida
Department of Economic Opportunity
Federally Funded Subrecipient Agreement
Signature Page

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments and exhibits hereto, the Parties executed this Agreement by their duly authorized undersigned officials.

CITY OF BONITA SPRINGS

By _____
Signature
Peter Simmons

Title **Mayor**

Date _____

Federal _____

Tax ID # _____

DUNS # _____

**DEPARTMENT OF ECONOMIC
OPPORTUNITY**

By _____
Signature
Ken Lawson

Title **Director**

Date _____

Approved as to form and legal sufficiency, subject
only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: _____

Approved Date: _____

Attachment A – Scope of Work

1. **PROJECT DESCRIPTION:** The U.S. Department of Housing and Urban Development (HUD) allocated Community Development Block Grant Disaster Recovery (CDBG-DR) funds to the State of Florida to be distributed in the Federal Emergency Management Agency (FEMA) declared counties impacted by Hurricane Irma.

The Florida Department of Economic Opportunity (DEO) was awarded \$85,819,653 in Infrastructure repair funding through the Community Development Block Grant-Disaster Recovery (CDBG-DR) Program by the U.S. Department of Housing and Urban Development (HUD) to address unmet disaster recovery needs related to damages from Hurricane Irma.

Projects that are eligible under the CDBG-DR Infrastructure Repair Program include:

- Restoration of infrastructure damaged by Hurricane Irma (including water and sewer facilities, streets, provision of generators, removal of debris, drainage, bridges, etc.);
- Water and sewer facilities have been identified as areas of critical importance. Projects involving these type facilities;
- Public facilities such as emergency community shelters;
- Demolition, rehabilitation of publicly or privately owned commercial or industrial buildings; and
- Economic revitalization which includes any CDBG-DR eligible activity that demonstrably restores and improves some aspect of the local economy.

Bonita Springs was awarded \$11,021,919 of CDBG-DR funds to repair the stormwater drainage system that experienced extensive flooding during Hurricane Irma

2. SUBRECIPIENT RESPONSIBILITIES:

A. CDBG-DR INFRASTRUCTURE PROGRAM IMPLEMENTATION

The subrecipient shall perform the following tasks under this agreement:

1. Complete and submit to DEO within 30 days of agreement execution, a staffing plan which must be reviewed and approved by the DEO Agreement Manager prior to implementation. Should any changes to the staffing plan be deemed necessary, an updated plan must be submitted to DEO for review and approval. The staffing plan must include the following:
 - a. Organizational Chart; and,

- b. Job descriptions for Subrecipient's employees, contracted staff, vendors and contractors.
2. Develop and submit a copy of the following policies and procedures to the DEO Agreement Manager for review and approval within the 30 days of execution. The Agreement Manager will provide approval in writing prior to the policies and procedures being implemented.
 - a. Procurement policies and procedures that incorporate 2 CFR Part 200.317-326.
 - b. Administrative financial management policies, which must comply with all applicable HUD CDBG-DR and State of Florida rules
 - c. Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-DR and DEO Policies
 - d. Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of applicant information, monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedure for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
 - e. Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.
3. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-DR grant funds when available.
4. Upload required documents into a reporting system provided by DEO.
5. Complete and submit an updated Project Detail Budget (Attachment B) for review and approval by DEO no later than 30 days after the execution of the subrecipient agreement. Any changes to the Project Detail Budget must be submitted in the monthly report submitted to DEO for review and approval by the Agreement Manager.
6. Complete and submit an updated Activity Work Plan (Attachment C) for review and approval by DEO no later than 30 days after the execution of the subrecipient agreement. Any changes to the Activity Work Plan should be submitted in the monthly report submitted to DEO for review and approval by the Agreement Manager.
7. Maintain organized subrecipient agreement files and make them accessible to DEO or its representatives upon request.

8. Comply with all terms and conditions of the subrecipient agreement, Infrastructure Program guidelines, Action Plans, Action Plan amendments, and Federal, State and local laws.
9. Provide copies of all proposed procurements documents to DEO 10 business days prior to posting as detailed in Section (17) of the Subrecipient Agreement. The proposed procurement documents will be reviewed and approved by the DEO Agreement Manager. Should the procurement documents require revisions based on state or federal requirements, the subrecipient will be required to postpone procurement and submit revised documents for review and approval.
10. Complete procurement of all applicants for internal grants management and compliance and direct program and product production, including:
 - (a) Selection of applicants, subrecipients, and/or staff that will be responsible for managing applicant intake and related operations, compliance, finance, finance and administration;
 - (b) Selection of applicants, subrecipients, and/or staff that will be responsible for managing demolition and/or construction;
 - (c) Selection of applicants, subrecipients, and/or staff that will be responsible for Appraisal, Environmental Review, title services, and legal services;
 - (d) Copies of all contracts will be executed by the subrecipients. Contracts must be provided to DEO prior to execution as detailed in Attachment D. Any contract executed by the subrecipients must follow the terms and conditions set forth in this agreement provided between the Department and the subrecipient. Should the submitted contract require necessary additions and/or changes, the Department's Agreement Manager will contact the subrecipient regarding changes. The subrecipient is required to submit the updated contract within 30 days. Should the contract not be submitted in a timely manner, the subrecipient will be required to complete the selection process once more.
11. Ensure all projects seeking assistance under the current CDBG-DR funds for Hurricane Irma, and any future funds allocated for Hurricane Irma, provided by DEO, receive the required Environmental clearance from DEO prior to the Subrecipient being able to commit CDBG-DR funds.
12. Provide the following documentation to DEO within ten (10) calendar days after the end of each month:
 - (a) A revised detail report measuring the actual cost versus the projected cost.
 - (b) An updated attachment C which documents any changes to the projected progress along with justification for the revision.

13. Develop and submit to DEO a monthly revised detailed timeline for implementation consistent with the milestones outlined in the Infrastructure program guidelines and report actual progress against the projected progress ten (10) calendar days after the end of each month.
 14. Provide the following information on a quarterly basis within ten (10) calendar days of the end of each quarter:
 - (a) Submit updated organization chart on a quarterly basis with quarterly report.
 - (b) If staffing changes there must be a submittal stating the names, job descriptions, on the monthly report deadline
 - (c) A progress report documenting the following information:
 - i. Accomplishments within the past quarter;
 - ii. Issues or risks that have been faced with resolutions; and
 - iii. Projected activities to be completed within the following quarter.
 15. Subrecipient shall adhere to the deadlines for the project as agreed upon in the Attachment C, Activity Work Plan. If the Subrecipient is unable to meet a deadline within 30 calendar days of the due date, the Subrecipient shall request an extension of such deadline from DEO in writing no later than thirty (30) business days prior to the deadline. Deadlines shall not be extended outside of the term of this agreement except by a formal amendment executed in accordance with Section (4) Modification of Agreement.
 16. Close out reports will be no later than 60 calendar days after this Agreement ends or is otherwise terminated. Subrecipient shall provide pictures to document completed work.
- B. Program Delivery/Administration:** Tasks that are eligible for reimbursement under the Program Delivery/Administration Deliverable are as follows:
1. Conduct compliance reviews;
 2. Prepare policies and procedures as outlined in this contract;
 3. Prepare and submit public records;
 4. Maintain records as outlined in this contract;
 5. Prepare requests for funds as outlined in the contract; and
 6. Prepare and submit reports as outlined in this contract.
- C. Engineering:** Tasks that are eligible for reimbursement under the Engineering Services Deliverable are as follows:
1. Basic Engineering Services
 - a. Prepared permit applications;
 - b. Attended pre-bid/pre-construction conference;
 - c. Prepared change orders;

- d. Reviewed construction bids and make recommendation to the Subrecipient; and
- e. Bid for contractor.

2. Resident Inspection

- a. Inspected construction activities for consistency with plans and specifications; and
- b. Reviewed construction invoices and certify costs.

D. Acquisition: Subrecipient shall acquire three parcels of land which total 47.4 acres, adjacent to the Imperial River which are vacant and undeveloped wood areas that are flood prone and would become dry detention areas. The purchase price must be consistent with applicable uniform cost principles and the buyout program, if applicable. Prior to acquiring the property the subrecipient must submit all documentation for review and approval as outlined in Attachment D, number 6, listed in this contract. Subrecipient must develop as well as demolish property as consistent with the CDBG-DR guidelines. For tenant relocation, the subrecipient must follow the CDBG-DR guidelines regarding tenant displacement and relocation. Subrecipient must also complete the following tasks:

- 1. Appraisal
 - a. Review appraisal;
 - b. Property sale;
 - c. Relocation or rental assistance;
 - d. Closing cost;
 - e. Moving cost;
 - f. Relocation specialist fees; and
 - g. Demolition.

E. Construction: Installation of backflow preventers at critical locations in various neighborhoods. In addition, construction of a series of storm sewers to channel water through various points in the neighborhoods to the Imperial River, expanding the storm sewer network to help the area drain more efficiently. Increase the storage of pond locations in the existing area. Stormwater pumps will be installed to support the detention areas. Subrecipient must conduct the following tasks:

- 1. Complete all construction as outlined in the executed construction bid; and
- 2. Conduct final inspections of completed constructions.

3. DELIVERABLES

Grantee agrees to provide the following services as specified:

Deliverable No. 1 – Program Delivery/Administration		
Tasks	Minimum Level of Service	Financial Consequences
The Subrecipient shall complete eligible project implementation tasks as detailed in Section 2B Subrecipient Responsibilities of this Scope of Work	Subrecipient may request reimbursement upon completion of the tasks listed in 2.B. evidenced by submittal of the invoice	Failure to complete the minimum performance measures as specified shall result in non-payment for this

Total Deliverable 1 cost reimbursement not to exceed: \$425,000	package as outlined in Section 4.A. below.	deliverable for each payment request.
Deliverable 1 - \$425,000.00		
Deliverable No. 2 – Engineering		
Tasks	Minimum Level of Service	Financial Consequences
The Subrecipient shall complete eligible project implementation tasks as detailed in Section 2C Subrecipient Responsibilities of this Scope of Work Total Deliverable 2 cost reimbursement not to exceed: \$1,746,919	Subrecipient may request reimbursement upon completion of the tasks listed in 2.C. evidenced by submittal of the invoice package as outlined in Section 4.A. below.	Failure to complete the minimum performance measures as specified shall result in non-payment for this deliverable for each payment request.
Deliverable 2 - \$1,746,919.00		
Deliverable No. 3 – Acquisition		
Tasks	Minimum Level of Service	Financial Consequences
The Subrecipient shall acquire property and perform acquisition related activities outlined in Section 2D Subrecipient Responsibilities of this Scope of Work Total Deliverable 3 cost reimbursement not to exceed \$3,450,000	Subrecipient may request reimbursement upon completion of the tasks listed in 2.D., evidenced by submittal of the invoice package as outlined in Section 4.A. below as well as the following: • A completed Property Acquisition Report, identifying address of the parcel acquired, its identification number, and the type and amount of eligible expenses incurred related to the acquisition of that parcel. • A completed appraisal. • A completed review appraisal. • A copy of the warranty deed. • A copy of the settlement statement.	Failure to complete the minimum performance measures as specified shall result in non-payment for this deliverable for each payment request.
Deliverable 3 - \$3,450,000.00		

Deliverable No. 4 – Construction		
Tasks	Minimum Level of Service	Financial Consequences
The Subrecipient shall complete infrastructure construction as detailed in Section 2E Subrecipient Responsibilities of this Scope of Work Total Deliverable 4 cost reimbursement not to exceed \$5,400,000.	Subrecipient may request reimbursement upon completion of the tasks listed in 2.E. evidenced by submittal of the invoice package as outlined in Section 4.A. below.	Failure to complete the minimum performance measures as specified shall result in non-payment for this deliverable for each payment request.
Deliverable 4 - \$5,400,000.00		

COST SHIFTING: The deliverable amounts specified within the Deliverables section 3 table above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs Grantee incurred providing the deliverables herein. Prior written approval from DEO's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **10%** of each deliverable total funding amount. Changes that exceed **10%** of each deliverable total funding amount will require a formal written amendment request from Grantee, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

4. DEO'S RESPONSIBILITIES:

- Monitor the ongoing activities of the Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by DEO in its discretion.
- Assign an Agreement Manager as a point of contact for the Subrecipient
- Review the Subrecipient's invoice packages and process them on a timely basis.
- Provide a system for subrecipients to submit all required documentation related to the project.
- Monitor Subrecipient progress, review reports, conduct site visits, as determined necessary and at DEO's sole and absolute discretion, and process payments to Subrecipient.
- Provide ongoing technical assistance to ensure successful completion of the project as well as adherence to state and federal guidelines.

4.A. INVOICE SUBMITTAL

DEO shall reimburse the Subrecipient in accordance with Section 3, above. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section 5 of this Agreement, the Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from

obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (http://www.myfloridacfo.com/aadir/reference_guide/).

1. Subrecipient shall provide one invoice per deliverable for all services rendered during the applicable period of time. In any month no deliverable has been completed, the subrecipient will provide notice that no invoicing will be submitted.
2. The following documents shall be submitted with the itemized invoice:
 - a. A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 3, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement.
 - b. Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
 - c. A certification by a licensed professional using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.
 - d. Photographs of the project in progress and completed work;
 - e. A copy of all supporting documentation for vendor payments;
 - f. A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
3. The Subrecipient's invoice and all documentation necessary to support payment requests must be submitted into DEO's Subrecipient Management Reporting Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.

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Attachment B – Project Budget

Subrecipient: Bonita SpringsContract
Number: _____Modification
Number: _____

Activity/Project		National Objective			Beneficiaries					Budget			
Activity	Description	LMI	Slum & Blight	Urgent Need	VLI	LI	MI	Non-LMI	Total	CDBG-DR Amount	Other Funds	Source *	Total Funds
1. Housing Program - Homeowner Service Project (Example Activities)													
	Home Repair												
	Reconstruction												
	Replacement of Manufactured Homes												
	Temporary Rental and Mortgage Assistance												
	Buyout / Acquisition for Redevelopment												
2. Housing Program - Supportive Housing Initiative PUD Rental Housing Project (Example Activities)													
3. Public Facilities Program – Unified Service Center (Example Activities)													
4. Infrastructure Program (Example Activities)													
	Acquisition	X					5210		5210	3,450,000.00			3,450,000.00
	Stormwater Improvements	X					5210		5210	5,400,000.00			5,400,000.00

DEO Agreement No.: IR015

5.	Administration									425,000.00			425,000.00
6.	Engineering									1,746,919.00			1,746,919.00
	Totals:									11,021,919.00			11,021,919.00

*Show the sources and amounts of Other Funds needed to complete the project below, including local funds, grants from other agencies and program income.

Source of Other Funds	Amount
1.	
2.	
3.	
4.	

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Attachment C – Activity Work Plan

Subrecipient Bonita Springs Activity: Administration Project Budget: \$425,000.00
 Contract Number: _____ Date Prepared: February 28, 2020 Modification Number: N/A

Start Date (month/year)	End Date (month/year)	Describe Proposed Action to be Completed by the “End Date.” <i>Examples of Actions: Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (33, 66, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated and Submit Closeout Package to DEO.</i>	Estimated Units to be Completed by the “End Date”	Estimated Funds to be Requested by the “End Date”
4/2020	7/2020	Request approval of professional services from DEO; satisfy all special conditions and submit first request for funds	0	\$5,000.00
4/2020	10/2020	Complete the environmental review and submit request for release of funds to DEO for review and approval	0	
10/2020	7/2021	Prepare plans and specifications bid package.	0	\$25,000.00
8/2021	8/2021	Submit plans and specifications bid package for review and approval; request and receive wage decision.	0	\$25,000.00
9/2021	10/2021	Advertise for bids, hold bid opening, request approval for construction contract from DEO and submit contractor clearance, debarment and Section 3 forms.	N/A	\$25,000.00
11/2021	11/2021	Hold pre-construction meeting and issue Notice to Proceed. Take pre-construction photos of the construction site.	N/A	\$25,000.00
12/2021	3/2022	Construction phase - 25% complete	N/A	\$80,000.00
4/2022	7/2022	Construction phase - 50% complete. Take photos of construction activities.	N/A	\$80,000.00
8/2022	11/2022	Construction phase - 75% complete. Take photos of construction activities	N/A	\$80,000.00
12/2022	3/2023	Construction phase - 100% complete	N/A	\$80,000.00

DEO Agreement No.: IR015

4/2023	8/2023	As-Built plans and final invoices submitted to City; All warranties transferred and construction files reviewed for completion. Submit closeout package, engineer's certification of completion and photos to DEO.	N/A	
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Attachment C – Activity Work Plan

Subrecipient Bonita Springs Activity: Engineering Project Budget: \$1,746,919.00
 Contract Number: _____ Date Prepared: _____ Modification Number: _____

Start Date (month/year)	End Date (month/year)	Describe Proposed Action to be Completed by the “End Date.” <i>Examples of Actions: Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (33, 66, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated and Submit Closeout Package to DEO.</i>	Estimated Units to be Completed by the “End Date”	Estimated Funds to be Requested by the “End Date”
4/2020	7/2020	City procures engineer for design improvements; requests approval of professional services from DEO		
4/2020	10/2020	Environmental completed and submit request for release of funds to DEO for review and approval		
10/2020	7/2021	Prepare plans and specifications, opinion of probable costs. Includes permits from South Florida Water Management District, Florida Department of Environmental Protection and US Army Corps of Engineers.		\$750,000.00
8/2021	8/2021	Submit plans and specifications bid package for review and approval; request and receive wage decision		\$50,000.00
9/2021	10/2021	Advertise for bids, hold bid opening, request approval for construction contract from DEO and submit contractor clearance, debarment and Section 3 forms.		\$50,000.00
11/2021	11/2021	Hold pre-construction meeting and issue Notice to Proceed. Take pre-construction photos of the construction site.		\$50,000.00
12/2021	3/2022	Construction phase 25% complete		\$211,729.75
4/2022	7/2022	Construction phase 50% complete—Take photos of construction activities		\$211,729.75
8/2022	11/2022	Construction phase 75% complete—Take photos of construction activities		\$211,729.75
12/2022	3/2023	Construction phase 100% complete		\$211,729.75

DEO Agreement No.: IR015

4/2023	6/2023	Prepare As-Builts plans and submits to City		
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Attachment C – Activity Work Plan

Subrecipient Bonita Springs Activity: Acquisition Project Budget: \$3,450,000.00
 Contract Number: _____ Date Prepared: _____ Modification Number: _____

Start Date (month/year)	End Date (month/year)	Describe Proposed Action to be Completed by the “End Date.” <i>Examples of Actions: Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (33, 66, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated and Submit Closeout Package to DEO.</i>	Estimated Units to be Completed by the “End Date”	Estimated Funds to be Requested by the “End Date”
9/2020	10/2020	City contracts property owner and determines willing sellers to acquire property for stormwater retention/storage ponds		
1/2021	3/2021	City contacts with consultants to prepare appraisals, conduct title searches, site specific environmental reviews		\$25,000.00
4/2021	5/2022	City contacts property owner, advises of appraised property value, negotiates the sale of property, sale proceeds and closes		
6/2022	10/2022	Closings occur and land transferred to City		\$3,425,000.00

Attachment C – Activity Work Plan

Subrecipient Bonita Springs Activity: Stormwater Drainage Construction Project Budget: \$5,400,000.00
 Contract Number: _____ Date Prepared: _____ Modification Number: _____

Start Date (month/year)	End Date (month/year)	Describe Proposed Action to be Completed by the “End Date.” <i>Examples of Actions: Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (33, 66, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated and Submit Closeout Package to DEO.</i>	Estimated Units to be Completed by the “End Date”	Estimated Funds to be Requested by the “End Date”
9/2021	10/2021	City advertises construction bid for contractor, hold bid opening, request approval for construction contract from DEO and submit contractor clearane, debarment and Section 3 forms		
11/2021	11/2021	Hold pre-construction meeting and issue Notice to Proceed. Take pre-construction photos of the construction site.		
12/2021	3/2022	Construction phase 25% complete		\$1,000,000.00
4/2022	7/2022	Construction phase 50% complete; take photos of construction activities		\$1,000,000.00
8/2022	11/2022	Construction phase 75% complete—Take photos of construction activities		\$1,000,000.00
12/2022	3/2023	Construction phase 100% complete		\$1,500,000.00
4/2023	6/2023	Engineer prepares As-Builts plans and submits to City		
7/2023	7/2023	Contractor submits all final invoices to City, all warranties transferred and construction files reviewed for completion		
8/2023	8/2023	Submits closeout package, engineer’s certification of completion and photos to DEO		
				\$900,000.00

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Attachment D – Program and Special Conditions

Program Conditions

1. The Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan. If the Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to DEO within 21 calendar days of receiving DEO's request for justification for the delay. Any project for which the Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless DEO agrees that the Subrecipient has provided adequate justification for the delay.
2. The Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Detail Budget and Activity Work Plan.
3. The Subrecipient shall request DEO's approval for all professional services contracts and/or agreements that will be reimbursed with CDBG-DR funds. Copies of the following procurement documents must be provided to DEO for review:
 - a. When publication of a Request for Proposal (RFP) is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication;
 - b. DEO will either approve the procurement or notify the Subrecipient that the procurement cannot be approved because it violates State, Federal or local procurement guidelines. The Subrecipient shall notify DEO in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-DR funds to pay for professional services.
4. Prior to the obligation or disbursement of any funds, except for administrative expenses and not to exceed \$5000, the Subrecipient shall complete the following:
 - a. Submit for DEO's approval the documentation required in paragraph 3 above for any professional services contract. The Subrecipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-DR funds for that contract beyond \$5,000.
 - b. Comply with 24 C.F.R. part 58 and the regulations implementing the National Environmental Policy Act, 40 C.F.R. §§ 1500-1508. When the Subrecipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. If DEO has not issued an Authority to use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process. **SUBRECIPIENT SHALL NOT BEGIN CONSTRUCTION BEFORE DEO HAS ISSUED THE "AUTHORITY TO USE GRANT FUNDS."**
5. The Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 C.F.R. part 42, 49 C.F.R. part 24 and 24 C.F.R. § 570.606(b), the requirements of 24 C.F.R. § 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 C.F.R. § 570.606(d), governing optional relocation assistance policies.

6. If the Subrecipient undertakes any activity subject to the URA, the Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can determine whether remedial action may be needed. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 C.F.R. § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.
7. The Subrecipient shall timely submit completed forms for all prime and subcontractors as required by this Agreement, DEO, HUD, and applicable, regulations and guidance laws, specifically including but not limited to:
 - a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
 - b. Section 3 Participation Report (Construction Prime Contractor);
 - c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
 - d. Section 3 Participation Report (Construction Subcontractor), (if applicable).
8. In addition, each construction contract or agreement for new or replacement housing must contain language that requires the contractor to meet the Green Building Standard for Replacement and New Construction of Residential Housing, as defined in the Allocation notice published in the Federal Register Volume 81, Number 224 on Monday, November 21, 2016.
9. For each Request for Funds (RFF) that includes reimbursement of construction costs, the Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. For each RFF that includes construction costs, the Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable.
10. For each project, when the Subrecipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:
 - a. Notice to Proceed;
 - b. The contractor's performance bond (100 percent of the contract price); and
 - c. The contractor's payment bond (100 percent of the contract price).
11. The Subrecipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 C.F.R. § 570.487(b)(4).
12. The Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-DR funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. § 570.505. Any future change of use of real property shall be in accordance with 24 C.F.R. § 570.489(j).

13. The Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 C.F.R. part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 C.F.R. 67, and Guidelines for Rehabilitating Historic Buildings.
14. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Subrecipient shall update and submit Form HUD 2880 to DEO within thirty (30) calendar days of the Subrecipient's knowledge of changes in situations which would require that updates be prepared. The Subrecipient must disclose:
 - a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG-DR-funded activity; and
 - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
15. If required, the Subrecipient shall submit a final Form HUD 2880, to DEO with the Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
16. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. § 570.489(g). Title 24 C.F.R. § 570.489(h) shall apply in all conflicts of interest not governed by 24 C.F.R. § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-DR financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, the Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.
17. Any payment by the Subrecipient using CDBG-DR funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-DR funds.
18. The Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.
19. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

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Attachment E – State and Federal Statutes, Regulations, and Policies

The CDBG-DR funds available to the Subrecipient through this agreement constitute a subaward of DEO's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of DEO's Federal award that are imposed on the Subrecipient and the Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

The Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register Guidance Vol. 83, No. 28/Friday, February 9, 2018/Notices and Vol. 83, No. 157/Tuesday, August 14, 2018/Notices. Notwithstanding the foregoing, (1) the Subrecipient does not assume any of Grantee's responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 and (2) the Subrecipient does not assume any of DEO's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies that govern the use of the CDBG-DR funds in complying with its obligations under this agreement, regardless of whether CDBG-DR funds are made available to the Subrecipient on an advance or reimbursement basis.

The Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Subrecipient further agrees to comply with all other applicable Federal, State and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

I. State of Florida Requirements

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

II. Audits, Inspections, and Monitoring

1. Single Audit

The Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

2. Inspections and Monitoring

The Subrecipient shall permit DEO and auditors to have access to the Subrecipient's records and financial statements as necessary for DEO to meet the requirements of 2 CFR part 200.

The Subrecipient must submit to monitoring of its activities by DEO as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include: (1) reviewing financial and performance reports required by DEO; (2) following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from DEO detected through audits, on-site reviews, and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from DEO as required by 2 CFR §200.521.

3. Corrective Actions

The Subrecipient shall be subject to reviews and audits by DEO, including onsite reviews of the Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2). DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may

require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

III. Drug-Free Workplace

Drug-free workplace. Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

IV. Procurement and Contractor Oversight

The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.326 when procuring property and services under this agreement. The Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 or 24 CFR 570.489(l) as appropriate. CDBG funds may not be provided to excluded or disqualified persons.

The Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement.

V. Property Standards

Real property acquired by the Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). The Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314 through 2 CFR 200.316. The Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by the Subrecipient for activities under this agreement shall be transferred to DEO for its CDBG-DR program or shall be retained after compensating DEO.

The Subrecipient shall also comply with the Property Standards in 2 CFR 200.310 through 2 CFR 200.316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

VI. Federal Funding Accountability and Transparency Act (FFATA)

The Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

VII. Relocation and Real Property Acquisition

The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act".

VIII. Nondiscrimination

1. 24 CFR part 6

The Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. The Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, the Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

2. Architectural Barriers Act and the Americans with Disabilities Act

The Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

3. State and Local Nondiscrimination Provisions

The subrecipient must comply with the Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

(i) General Compliance:

The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the ground 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 funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants

shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

(ii) **Assurances and Real Property Covenants:**

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the Subrecipient's assurance herein shall obligate the Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property 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, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate the Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives DEO and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to the Subrecipient Under this Agreement, the instrument effecting any disposition by the Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property 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. If the Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

4. **Affirmative Action**

(i) **Approved Plan**

The Subrecipient agrees that it shall carry out pursuant to DEO's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1966, as amended, and implementing regulations at 42 CFR 60. DEO shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this agreement.

(ii) **Women- and Minority-Owned Businesses (W/MBE)**

The Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the Subrecipient procures property or services under this agreement.

(iii) **Notifications**

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(iv) **Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement**

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

IX. Labor and Employment**1. Labor Standards**

The Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis- Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The Subrecipient agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to DEO for review upon request.

X. Section 3 of the Housing and Urban Development Act of 1968**1. Definitions**

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low—income families; or (ii) A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

2. Compliance

The Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 135. The Subrecipient shall include the following "Section 3 clause" at 24 CFR 135.38 in every "Section 3 covered contract" (as defined in 24 CFR 135.5).

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training

positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

3. Numerical Goals

Recipients of HUD federal financial assistance shall meet the following hiring and contract numerical goals to achieve compliance with Section 3 as found at 24 CFR 135.30 (Numerical goals for meeting the greatest extent feasible requirement.)

- A. Hiring - Recipients of Section 3 covered community development assistance, and their contractors and subcontractors (unless the contract or subcontract awards do not meet the threshold specified in Section 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to employ Section 3 residents as:
 - i. 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;
 - ii. 20 percent of the aggregate number of new hires for the one year period beginning in 1996; and
 - iii. 30 percent of the aggregate number of new hires for the one year period beginning in FY 1997 and continuing thereafter.
- B. Contracting - Numerical goals set forth in paragraph (B) of this section apply to contracts awarded in connection with all Section 3 covered projects and Section 3 covered activities. Each recipient and contractor and subcontractor (unless the contract or subcontract awards do not meet threshold specified in Section 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to award to Section 3 business concerns:

- i. At least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
- ii. At least three (3) percent of the total dollar amount of all other Section 3 covered contracts.

XI. Conduct

1. Hatch Act

The Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

2. Conflict of Interest

In the procurement of supplies, equipment, construction and services pursuant to this agreement, the Subrecipient shall comply with the conflict of interest provisions in DEO's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in DEO's procurement policies and procedures, the Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

3. Lobbying Certification

The Subrecipient hereby certifies that:

- (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (iii) The language of paragraph (a) through (d) 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; and
- (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 required by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XII. Religious Activities

The Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

XIII. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making and action (see 24 CFR part 58) and is not delegated DEO's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use

of Federal funds for the activity. If DEO has not issued an Authority to Use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process.

2. Air and Water

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.

3. Flood Disaster Protection

The Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, the Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR award and listed at the beginning of this Attachment.

4. Lead-Based Paint

DEO shall follow DEO's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title.

5. Historic Preservation

The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state or local historic property list.

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Attachment F – Civil Rights Compliance

Fair Housing

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community. A Subrecipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Subrecipient shall do the following:

- 1) Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion and sex);
- 2) Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
- 3) Publish the Fair Housing Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website;
- 4) Establish a system to record the following for each fair housing call:
 - a) The nature of the call,
 - b) The actions taken in response to the call,
 - c) The results of the actions taken and
 - d) If the caller was referred to another agency, the results obtained by the referral agency;
- 5) Conduct at least one fair housing activity each quarter. Identical activities (see examples below) shall not be conducted in consecutive quarters; and
- 6) Display a fair housing poster in the CDBG-DR Office. (This does not count as a fair housing activity.)

The Subrecipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- Define where discriminatory practices are occurring,
- Help the community measure the effectiveness of its outreach efforts, and
- Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Making fair housing presentations at schools, civic clubs and neighborhood association meetings;
- Conducting a fair housing poster contest or an essay contest;
- Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales and church festivals; and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a DEO-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Subrecipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG-DR project file and include information about the activities in the comment section of each quarterly report.

Equal Employment Opportunity

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-DR funds will abide by the Equal Employment

Opportunity (EEO) Laws of the United States. A Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall do the following:

- 1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age or genetics;
- 2) Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
- 3) Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4) Establish a system to record the following for each EEO call:
 - a) The nature of the call,
 - b) The actions taken in response to the call and
 - c) The results of the actions taken;

Each Subrecipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Subrecipient shall use this list to solicit companies to bid on CDBG-DR-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://osd.dms.myflorida.com/directories>.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-DR funds, the Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Subrecipient shall do the following:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
 - a) Has a physical or mental impairment which substantially limits one or more major life activities,
 - b) Has a record of such an impairment or
 - c) Is regarded as having such an impairment;
- 2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
- 3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4) Establish a system to record the following for each Section 504/ADA call:
 - a) The nature of the call,
 - b) The actions taken in response to the call and
 - c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 C.F.R. part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 C.F.R. part 35, and Title III, 28 C.F.R. part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-DR-funded projects in the community. The Subrecipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-DR-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following clause from 24 C.F.R. § 135.38 is required to be included in CDBG-DR-funded contracts of \$100,000 or more.

Section 3 Clause

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.
- B. The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers'

representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.
- F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

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Civil Rights Regulations

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 C.F.R. § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 C.F.R. § 570.490(b) – Unit of general local government's record;
6. 24 C.F.R. § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-DR funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that _____ shall comply with all of the provisions and Federal regulations listed in this attachment.

By: _____ Date: _____

Name: _____

Title: _____

Attachment G – Reports

The following reports must be completed and submitted to DEO in the time frame indicated below. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. **Monthly Progress Report** must be submitted to DEO ten (10) calendar days after the end of each month.
2. A **Quarterly Progress Report** must be submitted to DEO on forms to be provided by DEO no later than the 10th of every April, July, October and January.
3. A **Contract and Subcontract Activity** form, Form HUD-2516, currently available at https://www.hud.gov/sites/documents/DOC_36660; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO's SERA reporting system. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".

The Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to DEO) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 C.F.R. part 200, should the Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 C.F.R. part 200 and submitted to DEO no later than nine months from the end of the Subrecipient's fiscal year. If the Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to DEO no later than nine months from the end of the Subrecipient's fiscal year.
5. A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to audit@deo.myflorida.com within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.
6. The **Section 3 Summary Report**, form HUD-60002, must be completed and submitted through DEO's SERA reporting system by July 31, annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet Section 3 requirements.
7. Request for Funds must be submitted as required by DEO and in accordance with the ***Scope of Work, Project Detail Budget and Activity Work Plan***.
8. All forms referenced herein are available online or upon request from DEO's grant manager for this Agreement.

Attachment H – Warranties and Representations

Financial Management

The Subrecipient's financial management system must comply with the provisions of 2 C.F.R. part 200 (and particularly 2 C.F.R. 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. The Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 C.F.R. part 200 (and particularly 2 C.F.R. 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 C.F.R. §§ 200.318-200.326 and be conducted in a manner providing full and open competition. The Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

The Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of the Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (*See* 2 C.F.R. § 200.318(c)(1).)

Business Hours

The Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by the Subrecipient shall have all current licenses and permits required for all the work for which they are hired by the Subrecipient.

Attachment I – Audit Requirements

The administration of resources awarded by DEO to the Subrecipient may be subject to audits and/or monitoring by DEO as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F - Audit Requirements, and section 215.97, F.S., as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by DEO staff to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED. This part is applicable if the Subrecipient is a state or local government or nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A Subrecipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A Subrecipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

1. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), the Subrecipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received

by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Subrecipient directly to each of the following:

- a. DEO at each of the following addresses:

Electronic copies (preferred):
Audit@deo.myflorida.com

or

Paper (hard copy):
Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address: Auditor General

Local Government Audits/342 Claude
Pepper Building, Room 401 111 West
Madison Street Tallahassee, Florida 32399-
1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the Subrecipient directly to:

Electronic copies (preferred):
Audit@deo.myflorida.com

or

Paper (hard copy):
Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

4. Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The Subrecipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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Exhibit 1 to Attachment I – Funding Sources

Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Subrecipient:	\$11,021,919
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Project Description:	Funding is being provided for needed infrastructure improvements to benefit low- and moderate-income persons residing in the Subrecipient's jurisdiction.
<i>This is not a research and development award.</i>	

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. The Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
2. The Subrecipient shall perform its obligations in accordance with 24 C.F.R. §§ 570.480 – 570.497.
3. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
5. The Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient's Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: *N/A*

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:
N/A

NOTE: Title 2 C.F.R. § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

Attachment J – Audit Compliance Certification

<i>Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.</i>	
Subrecipient:	
FEIN:	Subrecipient's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	
1. Did the Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and the Department of Economic Opportunity (DEO)? ☐ Yes ☐ No If the above answer is yes, answer the following before proceeding to item 2. Did the Subrecipient expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? ☐ Yes ☐ No If yes, the Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.	
2. Did the Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and DEO? ☐ Yes ☐ No If the above answer is yes, also answer the following before proceeding to execution of this certification: Did the Subrecipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No If yes, the Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.	
By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.	
Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

Attachment K – Subrecipient Enterprise Resource Application (SERA) Form

Subrecipient Enterprise Resource Application (SERA) Form

	Department of Economic Opportunity Subrecipient Enterprise Resource Application (SERA) Security Agreement / Confidentiality Form for Subrecipients	All fields MUST be completed for access to be granted.			
Section A – Requestor's Information					
User Contact Information		Primary Unit Information			
First Name: _____		Organization Name: _____			
Middle Name: _____		Address: _____			
Last Name: _____		City: _____			
Job Title: _____		State: _____ Zip: _____			
Phone Number: _____		Region: _____ County: _____			
Fax Number: _____		Unit(s): _____			
Email: _____					
Section B – Level of Access Requested					
PROGRAM GROUP	PROGRAM	PROGRAM SPECIFIC	READ ONLY	FULL ACCESS	REASON FOR ACCESS
WORKFORCE	All Workforce Programs		☐	☐	
ESS			☐	☐	
	WAP	☐			
	LIHEAP	☐			
	CSBG	☐			
CDBG			☐	☐	
	CDBG	☐			
	CDBG – DR (List below)	☐			
		☐			
		☐			
Section C – Subrecipient Access Approval					
Security / Confidentiality Agreement					
Your supervisor has authorized you to have access to sensitive data through the use of the Department of Economic Opportunity (DEO) Information Systems and related media (i.e. printed reports, system inquiries, etc.). All confidential information, particularly Personally Identifiable information (PII) are subject to the protection of federal, state and local laws and are to be protected accordingly. Unauthorized access, use, disclosure, modification, and/or destruction of confidential information is a crime under state and federal laws, including, but not limited to The Florida Computer Crimes Act, Chapter 815 Florida Statutes (F.S.) and Florida's Unemployment Compensation Law, Chapter 443, F.S. *I certified that I have read the security/confidentiality statement printed above. I further certify and understand that unauthorized access, use modification, dissemination, and/or destruction of confidential information may be punishable as a crime and/or result in disciplinary action taken against me. I acknowledge that I have received, read and that I understand Chapter 815, F.S. and have received any necessary clarification from my supervisor.					
Requestor's Signature _____		Supervisor's Signature _____		CFO / Executive Director's Signature _____	
Print/Type Name Date _____		Print/Type Name Date _____		Print/Type Name Date _____	

Section D – DEO Authorization			
SERA ROLE	SERA PROFILE		
DEO Program Approval	Signature	Print Name	Date
DEO BFM Approval	Signature	Print Name	Date
DEO Security Officer's Approval	Signature	Print Name	Date
DEO IT: Activated	Date	Inactivated:	Date

- End of Attachment K -

Attachment L

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

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 currently set at \$150,000, 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 effected 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 subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) [Contract Work Hours and Safety Standards Act](#) ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work

week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

(H) 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 exclusions 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.” SAM Exclusions 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 exceeding \$100,000 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 § 200.322 Procurement of recovered materials. [[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75888](#), Dec. 19, 2014]

Attachment M

State of Florida Department of Economic Opportunity

Federally-Funded Community Development Block Grant Disaster Recovery (CDBG-DR) Subrogation Agreement

This Subrogation and Assignment Agreement ("Agreement") is made and entered into on this ____ day of _____, 20____, by and between the City of Bonita Springs (hereinafter referred to as "Subrecipient") and the State of Florida, Department of Economic Opportunity (hereinafter referred to as "DEO").

In consideration of Subrecipient's receipt of funds or the commitment by DEO to evaluate Subrecipient's application for the receipt of funds (collectively, the "Grant Proceeds") under the DEO Community Development Block Grant-Disaster Recovery Program (the "CDBG-DR Program") administered by DEO, Subrecipient hereby assigns to DEO all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") (singularly, a "Disaster Program" and collectively, the "Disaster Programs") that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-DR Program and that are determined in the sole discretion of DEO to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds, Subrecipient agrees to immediately notify DEO who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to DEO, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to DEO shall not exceed the amount received from the CDBG-DR Program.

Subrecipient agrees to assist and cooperate with DEO to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by DEO. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable Disaster Program.

If requested by DEO, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to DEO, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-DR Program, the Policies, any amounts received under the Disaster Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do,

or cause to be done, all things requested by DEO to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows DEO to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by DEO to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to DEO.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to DEO, if Subrecipient received Grant Proceeds under the CDBG-DR Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that the Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to DEO, and DEO will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to the Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If the Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by DEO.
2. If the Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by DEO to reduce payments of the Grant Proceeds to the Subrecipient, and all Subsequent DOB Proceeds shall be returned to the Subrecipient.
3. If the Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to the Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by DEO.
4. If DEO makes the determination that the Subrecipient does not qualify to participate in the CDBG-DR Program or the Subrecipient determines not to participate in the CDBG-DR Program, the Subsequent DOB Proceeds shall be returned to the Subrecipient, and this Agreement shall terminate.

Once DEO has recovered an amount equal to the Grant Proceeds paid to Subrecipient, DEO will reassign to Subrecipient any rights assigned to DEO pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

The person executing this Agreement on behalf of the Subrecipient hereby represents that he\she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, DEO shall be entitled to recover all costs of enforcement, including actual attorney's fees.

CITY OF BONITA SPRINGS

DEPARTMENT OF ECONOMIC
OPPORTUNITY

By _____
Signature
Peter Simmons

By _____
Signature
Ken Lawson

Title Mayor

Title Director

Date _____

Date _____

~ Remainder of this page is intentionally left blank ~

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-06-147
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Approve the Interlocal Agreement between Lee County and the City of Bonita Springs regarding Beach Nourishment.			
MEETING DATE: 6/17/2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐	PRESENTATIONS	☐	Matt Feeney Assistant City Manager
☒	CONSENT	☐	
☐	PUBLIC HEARING	☐	
☐	MAYOR AND COUNCIL MEMBER ITEMS	☐	
☐	MAYOR AND COUNCIL MEMBER'S REPORTS		
☐	CITY ATTORNEY ITEMS		
☐	CITY MANAGER ITEMS		
BACKGROUND: Beach Nourishment is an ongoing program with most beach front communities. Without a sand donating source, erosion could quickly spread south to formerly unthreatened areas along the beach. Consequently, nourishment needs to be considered in the same vein as paving a road and clearing a drainage way, just nothing more than "routine maintenance". The current ILA for Beach Nourishment will expire November 9, 2020. The City has partnered with Lee County to provide beach nourishment since 1995. The City's role has been to provide a cost share to provide overall project development, management and delivery. Upon State and Federal reimbursements, the remaining costs, which are referenced to as, <i>local cost share</i> will be apportioned between the City at 38.28% and the County at 61.72% Attachments: Interlocal Agreement			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☒ NO IF YES, WHICH STRATEGIC OBJECTIVE? 4) Environmental Protection			
STAFF RECOMMENDATIONS: Approve Interlocal Agreement between Lee County and the City of Bonita Springs for Beach Nourishment			
REVIEWED BY:  City Manager: _____ City Attorney: _____ City Clerk: _____ Department Director: _____			
COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

INTERLOCAL AGREEMENT FOR BONITA BEACH NOURISHMENT

This Interlocal Agreement for Bonita Beach Nourishment ("*Agreement*") made and entered into this ____ day of _____, 2020, by and between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "*County*" and the CITY OF BONITA SPRINGS, a municipal corporation of the State of Florida, hereinafter referred to as the "*City*." Collectively, the foregoing may be referred to as the parties ("*Parties*"), or individually as a party ("*Party*").

RECITALS:

WHEREAS, the County, pursuant to §161.25, Florida Statutes, has the authority to develop and execute plans for beach and shore preservation; and

WHEREAS, the County and City entered into an Interlocal Agreement for Bonita Beach Nourishment on November 9, 2010, which agreement will conclude on or about November 9, 2020 ; and

WHEREAS, the City, the State of Florida Department of Environmental Protection, the U.S. Army Corps of Engineers, and the County have worked cooperatively in 1995, 2004, and 2014 to restore the shores of Little Hickory Island including sand nourishment and construction of two rock groins ("*Project*"); and

WHEREAS, it is in the interest of the public health, safety and welfare of the County and the City to cooperate and continue the Project; and

WHEREAS, the City desires the County to continue to be the local sponsor for the Project; and

WHEREAS, the County agrees to continue to be the local sponsor for the Project; and

WHEREAS, the Project has previously been funded by and is eligible to apply again to the Beach Management Funding Assistance Program administered by the Florida Department of Environmental Protection, Office of Resilience and Coastal Protection; and

WHEREAS, the City will budget funds in anticipation of cost sharing in the Project; and

WHEREAS, the County has been provided funding from Tourist Development Tax revenues for beach nourishment.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, benefits and promises contained herein, the sufficiency of which is acknowledged, the Parties agree as follows:

SECTION ONE: INCORPORATION OF RECITALS

The Recitals as set forth above are true and incorporated into the terms of this Agreement as if set out herein at length.

SECTION TWO: PURPOSE AND SCOPE

- A. The purpose of this Agreement is to define the obligations of the City and the County and to identify the funding sources to be utilized in completing the Project. All terms and conditions of this Agreement will be interpreted in a manner consistent with and in furtherance of the purpose as set forth in this Section.
- B. The scope of Project will be the initiation and prosecution to completion of the Project, consisting of the design, permitting, and placement of sand along approximately 4,300 feet of the northern end of Little Hickory Island. The Project will also include maintenance and monitoring as required by the permitting agencies and necessary to manage the Project. The Project will be constructed in accordance with all local, state and federal rules, regulations, approvals and permits.

SECTION THREE: OBLIGATIONS OF THE COUNTY

Under the terms of this Agreement, the County will:

- A. Prepare detailed plans, specifications and a general program outlining the order, rate of prosecution and method of accomplishing the Project.
- B. Apply for and obtain the necessary permits to construct the Project.
- C. Work jointly with the City in the acquisition of necessary interests in land, easements and rights-of-way.
- D. Secure bids and proposals for all work to be performed by contracts, in accordance with County procurement policy. The City will be invited to attend the selection committees for all competitive negotiation processes related to the Project. The County's Project Manager will consult with the City during each stage of the Project, specifically during the critical design element.
- E. Prior to award of construction contract(s), submit to the City a detailed estimate of costs, a tabulation of all bids received, and furnish a copy of the contract to be awarded to the lowest responsible bidder.
- F. Prior to encumbering any cost, submit to the City an updated Project summary including a statement estimating the total Project costs, sources of funds, and uses of funds for all phases of the Project.
- G. Act as Project Manager for all phases of the Project.

- H. Inform the City in writing of any change in the Project costs, sources of funding and use of Project funds.
- I. Establish a Project account for the receipt and use of all funds contributed by the City, the County and any other funding source for Project expenses made pursuant to this Agreement.
- J. Provide adequate and continuous Project management and no less than quarterly progress reports showing the work completed throughout the Project.
- K. Keep books, records, documents and other evidence pertaining to costs and expenses incurred for the Project to the extent and in such detail as will properly reflect total costs. The County will make available at its office at reasonable times, such books, records, documents and other evidence for inspection and audit by authorized City representatives for a minimum of three years after completion of the Project.
- L. Notify the City of the satisfactory completion of each Project milestone. The County will provide a certification of final costs, sources of funds received and use of Project funds.
- M. Upon completion the Project, the County will, at the earliest date practicable, furnish the City with copies of its final and complete billing of all costs incurred in conjunction with the work performed hereunder, such statements should follow as closely as possible the order of the items contained in the job estimate. Billings must show the description and site of the Project; the date on which the first work was performed; the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts bill can be audited. Sufficient reference must be made to the County's records, accounts or other relevant documents. All cost records and accounts will be subject to audit by representative(s) of either the County or the City, at their election.
- N. Cooperate with the City in the procurement of grants for the Project.
- O. If grants are awarded for the Project from any source during or after the completion of the Project, upon notification of receipt of such grants for the Project, at the completion of the Project or upon the receipt of grants subsequent to completion, the County will provide an accounting and distribute such grant monies in accordance with Section Five of this Agreement.

- P. Maintain those beach accesses, parking areas and other public use facilities already maintained by the County during the period prior to construction and thereafter, as reasonably permitted in consideration of the public health, safety and welfare. Any parking spaces used to calculate the state's share must be maintained and kept open. In the event the County removes any parking spaces resulting in a diminished funding level, the County will pay any cost differences.
- Q. Where reasonably possible, provide all County permits as necessary for the construction of the Project after plans, applications, drawings, or specifications are properly submitted and approved by the appropriate County officials.
- R. Provide funding for the Project from the Major Maintenance budget, based on an allocation of costs in accordance with Section Five of this Agreement.
- S. Obtain professional services from a qualified coastal engineering consultant to provide services related to design, engineering, bidding, construction management, monitoring and other required elements of the Project.

SECTION FOUR: OBLIGATIONS OF THE CITY

Under the terms of this Agreement, the City will:

- A. Work jointly with the County to acquire the necessary interests in land, easements and rights-of-way as required by law or necessary to complete the Project.
- B. Maintain those beach access parking areas and other public use facilities already maintained by the City during the period prior to construction and thereafter, as reasonably permitted in consideration of the public health, safety and welfare. Any parking spaces used to calculate the state's share must be maintained and kept open. In the event the City removes any parking spaces resulting in a diminished funding level, the City will pay any cost differences.
- C. Where reasonably possible, exempt from this Project any City permits necessary for the construction of the Project after plans, applications, drawings or specifications are properly submitted and approved by the appropriate City officials. The City will pay for any remaining required City permits.
- D. Assist the County in the procurement of grants for the Project.
- E. Provide funding for the Project based on an allocation of costs in accordance with Section Five of this Agreement.

- F. Budget for and provide a statement to the County indicating its financial capability to reimburse its anticipated share of the Project costs. Upon receipt of invoices and appropriate supporting documentation from the County, the City agrees to pay the County within thirty (30) days. If the City fails at any point to provide timely payment, the County may call for and the City agrees to place the anticipated balance of Project funds due, plus ten percent contingency, into an escrow account from which the County can draw to cover Project expenses.
- G. In the event any of the costs invoiced by the County are disputed by the City, the City agrees to provide written documentation of the dispute and a proposed resolution within ten calendar days of receipt of the disputed invoice. The County will respond within ten days of receipt of the proposed resolution.
- H. Upon completion the Project, the County will, at the earliest date practicable, furnish the City with copies of its final and complete billing of all costs incurred in conjunction with the work performed hereunder, such statements should follow as closely as possible the order of the items contained in the job estimate. Billings must show the description and site of the Project; the date on which the first work was performed; the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts bill can be audited. Sufficient reference must be made to the County's records, accounts or other relevant documents. All cost records and accounts will be subject to audit by representative(s) of either the County or the City, at their election.

SECTION FIVE: COST ALLOCATION

- A. The cost allocation between the City and County will be based on actual Project costs, which will include the final Project costs for the Project at completion of all required tasks, as certified by the County pursuant to Section THREE herein.
- B. Mutually agreeable shares of the local cost are identified as 38.28% City and 61.72% County. The local cost is defined as remaining Project costs after all reimbursements or payments from any State or Federal agency have been accounted. The cost share is based on the public accessibility and ratio of recreational to storm protection benefits. The Florida Department of Environmental Protection has previously determined that 74% of the Project shoreline is accessible to the public. The results of economic studies done on other Lee County beaches have been interpolated to determine the Project benefits are 82% recreational and 18% storm protection. If either the City or County provides any evidence to suggest that the accessibility has changed or that the benefits ratio is different from the values contained herein, the cost sharing may be recalculated. Any modification to the cost sharing must be by formal amendment of this Agreement and subject to approval by both the Lee County Board of County Commissioners and the City Council of Bonita Springs.

SECTION SIX: BREACH OR DISPUTE

- A. As a condition precedent to a Party bringing any suit for breach of this Agreement, that party must first notify the other Party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation.
- B. If the Parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both Parties. The Parties each agree pay 50 percent of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute will not excuse the parties from performance pursuant to this Agreement. This remedy is supplemental to any other remedies available at law.
- C. Upon completion the Project the County will, at the earliest date practicable, furnish the City with copies of its final and complete billing of all costs incurred in conjunction with the work performed hereunder, such statements should follow as closely as possible the order of the items contained in the job estimate. Billings must show the description and site of the Project; the date on which the first work was performed; the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts bill can be audited. Sufficient reference must be made to the County's records, accounts or other relevant documents. All cost records and accounts will be subject to audit by representative(s) of either the County or the City, at their election.

SECTION SEVEN: LIABILITY

- A. Each Party hereby agrees to assume liability for the negligent acts of its own officers, employees and agents arising directly, or indirectly, from that Party's activities pursuant to the terms of this Agreement and will defend all claims, causes of action, damages, suits or other actions which any person may pursue based on the willful or negligent acts of that Party's officers, employees or agents during the term of this Agreement. Neither Party assumes any liability beyond that allowed by §768.28, Florida Statutes.
- B. Additionally, both Parties agree when Project construction, maintenance or monitoring is not performed by either County or City employees, only licensed and insured consultants and contractors with an insurance policy in an amount not less than One Million Dollars, will be used. Further, either Party may request to be named as an "additional insured" if the work is being performed on their respective property by a consultant or contractor engaged by the other Party.

- C. Notwithstanding the above, as consideration for the nourishment of the beaches by the Project, and upon satisfactory completion of the Project, the City, pursuant to this Agreement, waives any claim for liability for erosion or Project effectiveness and specifically releases the County from any and all liability that may have accrued as a result of Project completion.

SECTION EIGHT: NOTICES

Notices to the respective Parties will be forwarded, in writing, to the following Parties, or their written designee(s):

If to Lee County:

Chair, Board of County Commissioners
Lee County, Florida
P.O. Box 398
Fort Myers, FL 33902-0398

With a copy to:

Director, Division of Natural Resources
Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, FL 33902-0398

If to the City of Bonita Springs:

Mayor, City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

SECTION NINE: TERM

The term of this Agreement will be for ten (10) years from the date of execution, subject to the cancellation provisions as hereinafter enumerated, or upon full performance by the Parties hereto with respect to the terms, conditions, requirements and mutual obligations herein, whichever first occurs. Provided, however, that this Agreement may be extended thereafter in writing pursuant to terms and conditions mutually agreeable to the Parties.

SECTION TEN: CANCELLATION OF THE AGREEMENT

Either Party may cancel this Agreement at any time. Any costs incurred prior to a cancellation will be proportioned in accordance with the provisions of this Agreement. The Party canceling the Project must give by certified mail sixty (60) days written notice of its intention to cancel the Agreement. If canceled, all terms and conditions of this Agreement will be void, except for any conditions necessitated by a permit, which cannot reasonably be modified because it is a requirement of a regulatory permitting agency.

SECTION ELEVEN: NO THIRD PARTY BENEFICIARIES.

Nothing in this Agreement may be construed as creating any rights or entitlement that inure to the benefit of any person or entity not a party of this Agreement.

SECTION TWELVE: AMENDMENTS

This Agreement may only be amended in writing duly executed by the City and the County.

SECTION THIRTEEN: GOVERNING LAWS AND SEVERABILITY

This Agreement will be controlled and interpreted according to the laws, rules and regulations of the State of Florida. Any provision hereof found to be unlawful or unenforceable will be severable and will not affect the validity of the remaining provisions hereof.

(End of provisions – Signature page follows)

IN WITNESS WHEREOF, the Parties have executed this Agreement intending to be bound as of the date first written above.

ATTEST:

CITY OF BONITA SPRINGS

By: _____
City Clerk

By: _____
Mayor

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

[Type or print name]

By: _____
[Signature]

[Type or print name]
Chair/Vice-Chair

APPROVED AS TO FORM FOR
RELIANCE OF LEE COUNTY ONLY

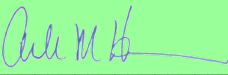
By: _____
Office of the Lee County Attorney

(051520/1330)

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-06-150
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Adopt resolution approving the top-ranked recommendation from the Art in Public Places Board for tenancy of Artist Cottage #4 and authorize City Manager to execute a lease for the use of Artist Cottage #4 for a term of one year.			
MEETING DATE: 6/17/2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐	PRESENTATIONS	☐	Nicole Perino Parks and Recreation Director
☒	CONSENT	☐	
☐	PUBLIC HEARING	☐	
☐	MAYOR AND COUNCIL MEMBER ITEMS	☒	
☐	MAYOR AND COUNCIL MEMBER'S REPORTS		
☐	CITY ATTORNEY ITEMS		
☐	CITY MANAGER ITEMS		
BACKGROUND: On May 21, 2020, the current use agreement for Artist Cottage #4 was set to expire. The current tenant had exhausted all renewals based on their current agreement, which provided for an initial term of one year and five options for renewal. The tenant was also given an additional one-year extension for construction downtown and a two-year extension due to Hurricane Irma, both of which interfered with access to the cottages. On December 18, 2019, in accordance with the recommendation from the Art in Public Places Board, Council granted an extension to Creative Expressions Studio and Gallery, LLC, the current Cottage #4 tenant, in order to allow them to remain in the Cottage until the end of season after which would require and RFP for Letters of Interest. The current tenant had the ability to submit a Letter of Interest for the new RFP. In March 2020, a request for proposals was advertised for Artist Cottage #4 for interested parties to submit a Letter of Interest. The City received four (4) Letters of Interest including one received by the current tenant. The proposals were reviewed by the Art in Public Places Board on June 9, 2020. The following proposals were submitted for review: 1. Creative Expressions Studio and Gallery, LLC 2. Rubio Art Studio 3. Susan Armstrong 4. Yvonne Krystman The current tenant of Artist Cottage #4, Creative Expressions Studio and Gallery, LLC, was unanimously voted the top ranked choice by the board to rent the cottage for a one-year lease agreement. The Use Agreement provides terms for renewal of three (3) one (1) year options of lease renewal. The agreement will further provide for hours of operation during special events, security, utilities, cancellation of lease, renewal option and insurance requirements. The agreement requires the artist to rent the premises for the sum of \$300.00 per month from October to May and \$200.00 per month from June to September, for the full term of the agreement. Attachments: Resolution and proposals			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? #8 – Economic Development			
STAFF RECOMMENDATIONS: Adopt the resolution approving the recommendation for tenancy of Artist Cottage #4 and authorizing the City Manager to execute a lease agreement for use of Artist Cottage #4 for a term of one year.			

REVIEWED BY:

City Manager:



City Attorney:

City Clerk:

Department Director:

COUNCIL ACTION:

☐ APPROVED

☐ DENIED

☐ DEFERRED

☐ OTHER

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION 20 –

A RESOLUTION OF THE CITY OF BONITA SPRINGS, FLORIDA; APPROVING THE RECOMMENDATION OF CREATIVE EXPRESSIONS STUDIO AND GALLERY, LLC BY THE ART IN PUBLIC PLACES BOARD FOR LOI 20-05 FOR ARTIST COTTAGE # 4; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 15, 2020, the City received four (4) Letters of Interest for Artist Cottage #4

- Creative Expressions Studio and Gallery, LLC
- Rubio Art Studio
- Susan Armstrong
- Yvonne Krystman

WHEREAS, on June 9, 2020 the Art in Public Places Board reviewed all four (4) Letters of Interest and with a unanimous vote recommended Creative Expressions Studio and Gallery, LLC as the top ranked proposal.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONITA SPRINGS, FLORIDA:

1. The ranking of proposals by the Art in Public Places board is approved.
2. Staff is authorized to enter into negotiations for an agreement with the top-ranked selection.
3. This Resolution shall become effective immediately upon adoption by the Bonita Springs City Council.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida, this 17th day of June 2020

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

Vote:

Purdon _____
Forbes _____
Gibson _____
Corrie _____

Quaremba _____
Simmons _____
Carr _____

Date filed with City Clerk: _____

March 5, 2020

Nicole Perino
Parks and Recreational Director
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

RE: LETTER OF INTEREST: RIVERSIDE PARK COTTAGE USE AGREEMENTS RFP
20-05

Dear Nicole and Art In Public Places Board,

Thank you for the opportunity to present my proposal for continuing to be a member of the artist's community at Riverside Park as the lessor of Artist's Cottage #4.

My husband and I are residence of Bonita Springs and I am a local artist. Creative Expressions Studio and Gallery LLC is my working studio. In addition to creating fine art oil paintings which are available for purchase, I offer small group oil painting classes for adults several days a week at the cottage.

I have been painting primarily in oils for many years, and have been teaching basic, intermediate and advanced painting for over 10 years; two seasons at the Estero Art League; summer classes at my studio in Minnesota and current classes three days a week at the Artist's Cottage. Many of my students return to the cottage every year for the joy of continuing the creative journey and to share the experience with others of like interest. Private lessons provides the opportunity for people with some physical affliction to participate in this artistic process.

As a member of the Center For The Arts of Bonita Springs for nearly 20 years, I continue my personal creative development by participating in exhibitions and oil painting workshops. The list of patrons who have purchased my work has increased over the years and several return each season to add to their collection of original paintings.

It has also been my objective as the owner and artist instructor at Creative Expressions Studio and Gallery, to assist in making the Artist's Cottages at Riverside Park, City of Bonita Springs, a destination for visitors from the US and many other countries. Visitors enjoy seeing and learning more about the history of this community and we have the opportunity to share this information when they come by.

There is no requirement for a kiln in my studio.

My commitment and financial ability to pay the monthly fee to use the cottage is well-documented based on my history as a cottage Vendor.

p. 2 Creative Expressions Studio and Gallery Artist's Cottage Proposal

This is an established studio and gallery at Cottage #4 at the present time, so there would be no delay or change in the daily operations.

There are no chemicals or mechanical components which may be hazardous, flammable or otherwise dangerous to the public.

Proof of payment of Business Tax Receipt is attached to this letter. It is due annually on or before October 1.

The duration of the lease requested is full time.

Creative Expressions Studio is open 8:30am - 2:30PM Tuesday, Wednesday, Thursday for classes; visitors and my painting time.

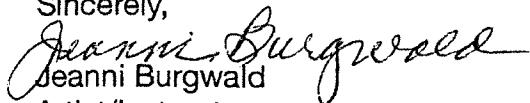
The gallery is open on Saturday and Sunday 11:00am-3:00pm primarily for visitors and as a working studio. We are also open for City sponsored and other special events that occur in the park during the day or in the evenings.

All of the cottages are open in the evening on the 4th Wednesday of the month for ArtWalk Night 5:30-8:00pm.

Additional information about the classes and artworks offered at Creative Expressions can be found on my website www.jeanniburgwald.com. I would appreciate the opportunity to meet with the Arts in Public Places Committee to show examples of my oil paintings and to discuss any questions, comments or concerns the Committee Members may have. Please consider this an invitation to visit Artist's Cottage #4 if any members of the Committee would like to see this business first hand.

Thank you for your interest and consideration. I look forward to hearing from you.

Sincerely,



Jeanni Burgwald

Artist/Instructor

24851 Bay Cedar Drive

Bonita Springs, FL 34134

jmburgwald@gmail.com

creativeexpressionsstudio@gmail.com

Attachments:

Business Tax Receipt

Burgwald's oil painting examples

Oil Painting Class Description

J Burgwald Biography

p. 3 CESG 2020 Oil Painting Class Descriptions.



Lee County Tax Collector's Office

Lee County Tax Collector Payment Confirmation

10/12/2018

CustomerSupport@leetc.com <CustomerSupport@leetc.com>
To: jmburgwald@gmail.com

Wed, Sep 12, 2018 at 12:32 PM

Payment Successful

Thank you for your payment. Please print this page as your receipt and keep it for your records.

Your confirmation number is 180912-166.
Transaction dated 9/12/2018 12:04:24 PM.

Item	Product	Amount
	Local Business Tax Payment	
1103165	✉ Your new local business tax receipt will be mailed to you. Please allow two business days for processing plus sufficient mailing time.	\$50.00
	Subtotal	\$50.00
	Convenience Fee	\$1.85
	Total Paid By Credit/Debit Card	\$51.85
Your payment will post to your credit card within 3 business days and will be reflected on your next statement.		
<i>Payments are subject to the Tax Collector's office receiving funds from your banking institution.</i>		

Florida has a very broad public records law. Most written communication to or from Tax Collector employees are considered to be public records and will be made available to the public and the media upon request. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Oil Painting Class Basic/Refresher Session 1

Wednesday, January 8·9:00am – 12:00pm

Weekly on Wednesday

27300 Old 41 Rd, Bonita Springs, FL 34135, USA Artist Cottage #4

Description:

Description: This 5-week class is perfect for individuals interested in creating fine art using oil paints or for those who would like a refresher course to get back into painting with oil paints. Some painting experience is helpful, but not required. Focus is on using materials, color mixing, using light and values to create paintings with depth and dimension. Small group classes located in a beautiful park setting in Artist Cottage 4. Early registration recommended. Call Jeanni Burgwald, 651-336-6569, or email www.creativeexpressionsstudio@gmail.com.

Created by: Jeanni Burgwald

Oil Painting Class - Intermediate Session 1

Tuesday, February 4·9:00am – 12:00pm

Weekly on Tuesday

27300 Old 41 Rd, Bonita Springs, FL 34135, USA Artist Cottage #4

Description:

Description: Focus for this 5-week class is on exploring methods for creating landscape, seascape and floral paintings with dimension/depth and strong viewer appeal using light, color, brush/knife techniques, and good composition. Classes include Instructor demonstrations with students working on individual projects. Knowledge of basic techniques and some painting experience needed for these small-group classes in a beautiful park setting in Artist Cottage 4. Early registration recommended. Please call Jeanni, 651-336-6569 or email creativeexpressionsstudio@gmail.com to register or for more information. Material list is available.

Created by: Jeanni Burgwald

Oil Painting Class - Intermediate/Advanced Session 1

Thursday, January 9·9:00am – 12:00pm

Weekly on Thursday

27300 Old 41 Rd, Bonita Springs, FL 34135, USA Artist Cottage #4

Description:

Description: This 5-week class is for people who have experience using oil paints and prefer to work on individual projects of their choice in the style of their choice. Instruction will be provided on specific methods and techniques as individual projects develop. Constructive class critique is also used to provide additional learning opportunities. Class size is limited, providing the best opportunity for one-on-one instruction at Artist Cottage 4. Early registration recommended. Please call Jeanni, 651-336-6569 or email creativeexpressionsstudio@gmail.com to register or for more information.

Material list is available.

Created by: Jeanni Burgwald

Jeanni Burgwald, Artist & Instructor

I am a realist fine art oil painter who has been on a creative journey since grade school. Following a successful career in sales and marketing management, my love of drawing and painting has become my occupation.

Inspiration for my paintings comes from those things in my life that are full of color and textures. My gardens, the great variety of trees, grasses, plants, birds, and critters found in the woods and water are alive with changing color, lights, shadows, textures and movement. Nature provides all the elements needed to inspire a work of art that reflects my personal interpretation and style.

Using traditional and contemporary techniques, I use both brush and palette knife to produce layers of color and texture in my landscape, seascape, floral and wildlife oil paintings.

It is also my pleasure to share these painting methods with other adults who want to explore and develop their creative abilities. Several years ago, we opened a studio/gallery in Soudan, Minnesota and **Creative Expressions Studio and Gallery** in Bonita Springs, Florida where I paint and provide adult oil painting classes several times a week during the summer and winter months.

My paintings have been displayed in galleries and art exhibitions in Florida, Wisconsin and Minnesota and are part of owner's collections across the US and OUS. You can learn more about my work, classes and events at www.jeanniburgwald.com



Member of Ely Greenstone Public Art; Ely, MN and The Center For The Arts Of Bonita Springs, FL

"Anything under the sun is beautiful if you have the vision - it is the seeing of the thing that makes it so."

Charles Hawthorne - American Impressionist







**Gallery Exhibition Featuring Fine Art Oil
Paintings
Seascapes, Landscapes, Florals & Fabulous
Original Beaded Jewelry.
Gallery open every *Saturday 11:00-3:00pm &
Sunday 1:00-4:00pm*
October - June
and for special events in the park!
*Oil painting and Beading classes weekdays.***

**Artist's Cottage 4;
Contact Jeanni Burgwald creativeexpressionsstudio.com**

Raul Rubio
10300 Indiana St.
Bonita Springs, FL 34135
239-304-6051
Email:raulrubio45@yahoo.com

May 14, 2020

Office of the City Clerk
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34135

RE: Proposal to enter into use agreement of the Fishing Cottages at Riverside Park

Dear Honorable Bonita Springs Art in Public Places Board,

On a beautiful Saturday afternoon (pre COVID-19 safe at home order), I enjoyed a walk at Beautiful Riverside Park. As I walked, I saw what appeared to be a cluster of beautiful Cottages. I wondered "does someone live there"? As I got closer, I saw what was almost a dream come true; artist at work, showcasing their work. I immediately wanted to be a part of it. I asked one of the artists "how are you able to get one of these"? She was very helpful and explained how I could go about applying for an **Artist Cottage**. As a result, here is my proposal, which I am very excited to present to you.

My name is Raul Rubio. I am a Cuban born immigrant artist wanting to showcase my work at the **Bonita Springs Fishing Cottages**. Where do I begin. As a young child, Art has always been my passion. I was fascinated by the idea of being able to create something of my own and draw it to perfection. As a third grader I was able to take my first class in art and music, and even at such a young age, I knew that was my calling. I enrolled in the Provincial School **Luis Casas Romero de Camaguey**, in Camaguey Cuba. There, I was able to complete my studies and learn so much of the Arts.

In 1980, I became part of a select group of artists that specialized in creating diverse types of art, at the **Fidelio Ponce De Leon Artistic Group**, in Cuba. As a member of that group, I was able to participate in various collective and personal expositions, where I was able to showcase my work; even early on. Much to my surprise, even as a young Artist, I was able to sell my work and actually create an income to provide for my family. I was eventually able to relocate, legally, to the United States. Years ago, the Cuban government allowed a handful of citizens, who had the desire to leave Cuba, to do so; this was in the form of a visa lottery. To this day, I feel very blessed and fortunate to have been able to migrate to this great country. However, my arrival to the United States was

bittersweet, as I had to set my passion aside to learn a trade. This I consider a blessing as well, as eventually I learned enough to open a successful business.

If I am chosen, my plan is to lease the cottage and occupy the property immediately, as this would give me the opportunity to transform the space to an **Art Studio**, where I can showcase and create beautiful art works. Also, per your instructions, it is my understanding I would need to obtain a **Lee County Business Tax Receipt** as the Sole Proprietor of **Rubio Art Studio**. Selling and presenting Art is not new to me, as I have had the privilege of participating in a few events, such as: **Art in the Park Naples, FL** as well as **International Art Fair at Cauley Square Miami, FL**. I have successfully sold various paintings, original and copies on canvas. While leasing the Cottage, I plan to present the following types of painting:

- Impressionism
- Surrealism
- Abstract Art
- Cubism

Please see a sample of my artwork included with this letter. I create my work by solely using **oil paint, acrylic, and charcoal on canvas**. None of these materials are harmful in any way to the property or any visitors to the cottage.

Financial Statement: As previously mentioned, I own a successful business. I understand I would be responsible for the monthly fees as follows: **\$300.00 per month Sept- May** and **\$200.00 per month June-August**. I understand and accept, there could be a possible increase based on market rate or inflation index each year. My intent is to lease the Fishing Cottage for a least one year, with the possibility of renewing the lease, if I qualified to do so. I understand I will need to open the Cottage during special events, to include weekends. As I live close by, I plan to be at the cottage every afternoon doing what I love most, painting.

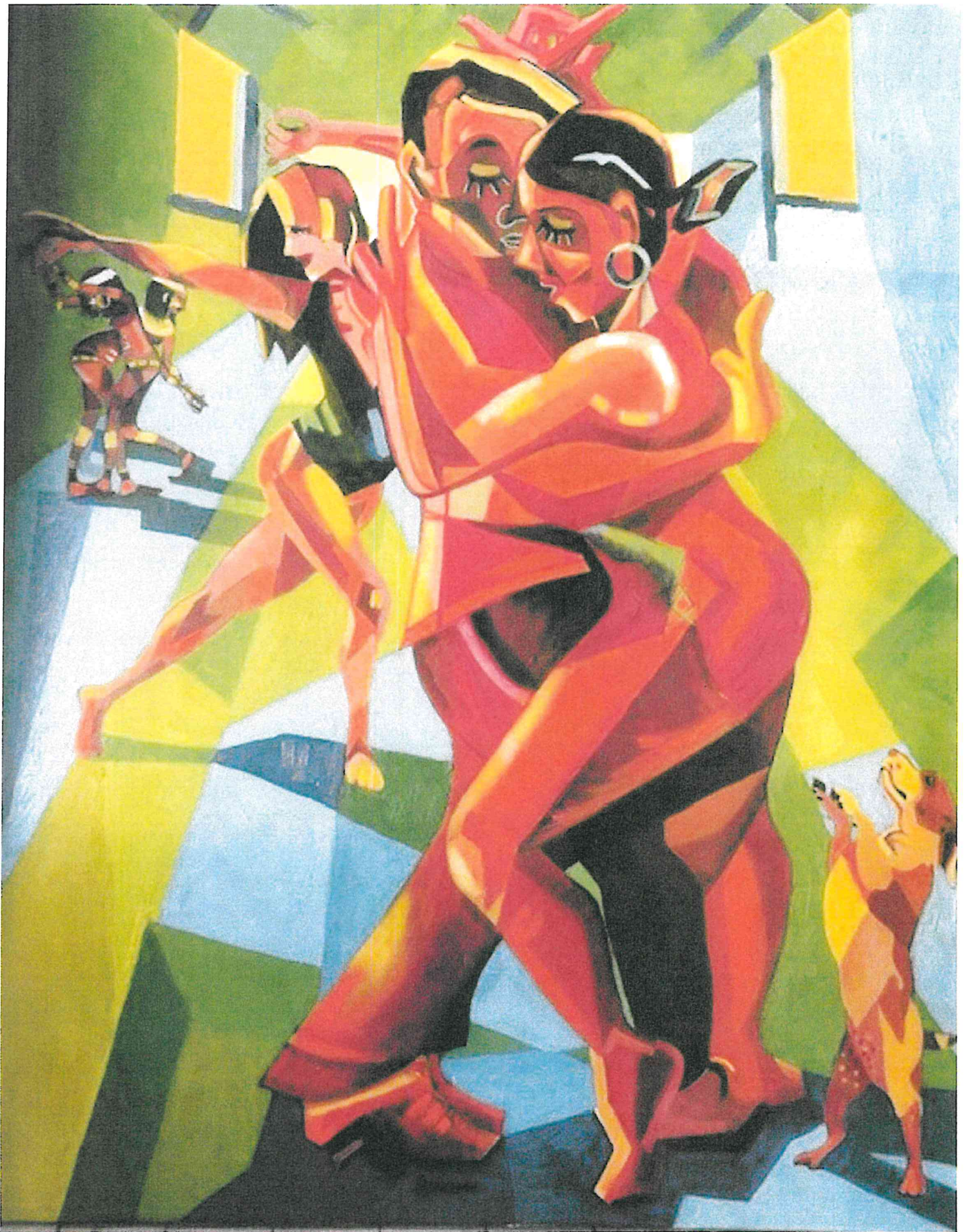
Thank you in advance for taking the time to read my proposal and consider my work. It would be a privilege to be a part of the Fishing Cottages. I'm sure I would be a powerful addition to the Cottages.

In the words of my inspirational artist Pablo Picasso "Give me a museum and I'll fit in". Hope to hear from you soon.

Sincerely,

A handwritten signature in black ink, appearing to read 'Raul Rubio', with a stylized, flowing script.

Raul Rubio















RFP 20-05 LETTER OF INTEREST: RIVERSIDE PARK COTTAGE USE AGREEMENT

Debbie Filipek
City Clerk, City of Bonita Springs
9101 Bonita Beach Road,
Bonita Springs, FL 34134

From: Susan Armstrong
27062 Shell Ridge Circle
Bonita Springs, FL 34134

I am an artist, sole Proprietor, painting mostly in acrylic (water soluble). I am available anytime to rent the cottage full time and am willing to work special events . I am originally from MA and had a studio there for over 20 years, but have no space in my home here to paint and am selling our home in New England and will be here full time.

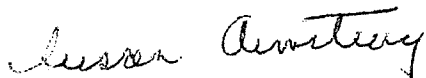
I have had several one-person shows in New England and have sold paintings both in New England and in Florida and have won prizes on my paintings. In 2018, I won Best of Show at the United Arts Council of Collier County.

I love to paint "en plein air", but also in the studio from photos. I painted in Mexico last April and in Maine the year before. I have participated in the paint event called Art on Third—on 3rd avenue in Naples for the last 4 years.

I am willing to pay the monthly fee as determined by the city and am available to rent for the next several years, I hope.

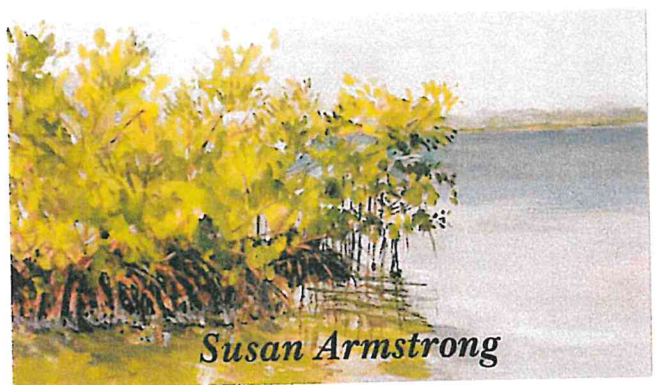
Thank you for your consideration....

Susan Armstrong



cell: 508-395-6674
email: SUSANRARMSTRONG@COMCAST.NET

18" x 24"





16 x 20" acrylic

Susan Armstrong

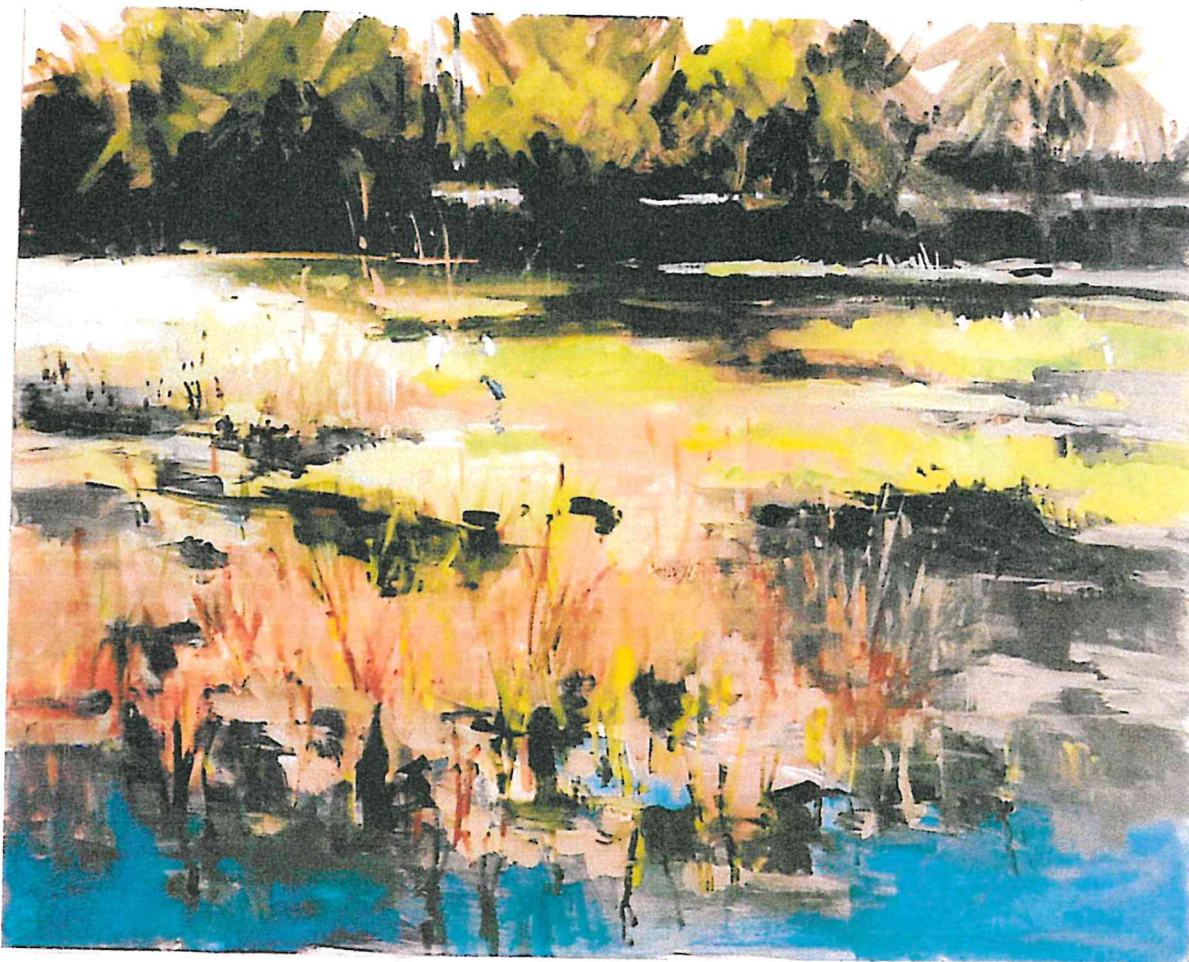
Acrylic Plein Air and Studio Paintings
email: susanarmstrong@comcast.net

cell phone: 508-395-6674

Commissions are welcome



12" x 16"
acrylic



16" x 20"
acrylic

Attn: Debbie Filipek,
City Clerk, City of Bonita Springs,
9101 Bonita Beach
Road, Bonita Springs, Florida 34135.

FROM: Yvonne Krystman
2627 NW 25th PL, Cape Coral, FL. 33993
www.winnerschoice.net

LETTER OF INTEREST: RIVERSIDE PARK COTTAGE USE AGREEMENTS.

a. Description of type of vendor and/or concession;

Yvonne Krystman- independent artist

b. Type of Business – Sole Proprietor

c. Discussion of past vendor/work related experience;

I have participated in several events, over the last couple of years, at the Art Cottages as a guest artist.

I have in the past rented a working space with similar concept: Artisan's Atelier of Punta Gorda- working artist studios, where I was able to create and showcase my art and also interact with public during our opening hours and monthly Punta Gorda, Alive after 5, events.

I have been a vendor at: Art Walks Ft. Myers also many art markets in Ft. Myers, Punta Gorda, Naples and Orlando.

d. A description of the type of art, craft, etc. that the vendor is proposing to demonstrate and potentially sell in the cottage.

I am mixed media artist, fashion designer and a photographer. I would use the cottage to create my paintings and mixed media artwork, show it to the public and potentially sell it. In the last year, I also started to photograph my work and have it printed (not by myself) on apparel that I also design. I sell those online, but I would like to be able to showcase my samples and be able to take custom orders.

I would like to maintain regular opening hours, and definitely participate in on Cottage events: like monthly Wednesday nights, Bonita Springs National Art Festival and during all public events at the park.

e. If you will be using a kiln, please give a description of the kiln including its components and type.

No kiln

f. A commitment and financial capability to pay the monthly fee of \$300 per month September – May and \$200 per month June - August to use the cottage with a possible increase based on market rate or inflation index each year.

Yes, I am absolutely willing and able to make that commitment.

g. A timetable of when the Vendor can commence operations at the Cottage.

Anytime

h. Any chemicals or mechanical components which may be hazardous, flammable or otherwise dangerous to the public.

I do not use any of such materials.

i. Qualifications and experience of outside Vendors or sub-Vendors regularly engaged by the Vendors under consideration;
as in "c".

j. Proof of payment of Lee County Business Tax Receipt (formerly occupational license tax) if available or statement of intent to obtain;

I will get one upon acceptance.

k. Proposal for duration of lease including but not limited to requested duration - full time, part time, weekend, seasonal, and commitment to work the special events

I would like a long-term, full time lease.

I would absolutely participate in all special events.

l. Any additional information provided by the Vendor which demonstrates nature of the proposal.

I have submitted an application a year ago. Unfortunately my email got hacked at the time, and I did not received many emails, including the one, with your invitation to do the oral presentation. Unfortunately, when I decided to inquire by phone, it was already too late.

I am glad to see there is another oprtunity!

I love the setting where I can work and interact with the public at the same time

Thank you for your consideration. I am looking forward hearing from you

Regards,
Yvonne Krystman



Cape Coral, March 23, 2020

Yvonne Krystman

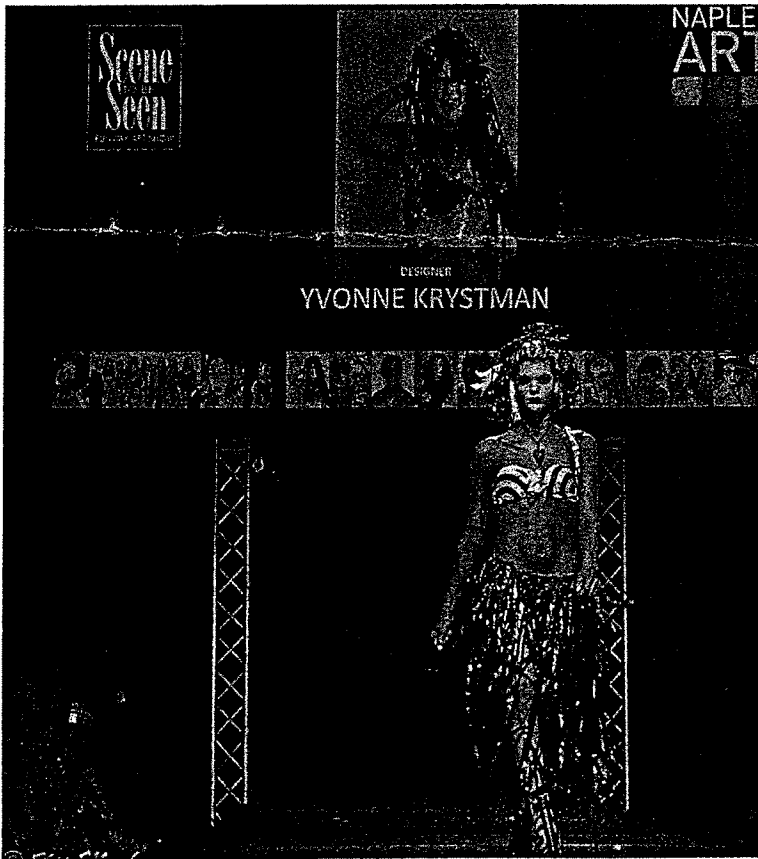
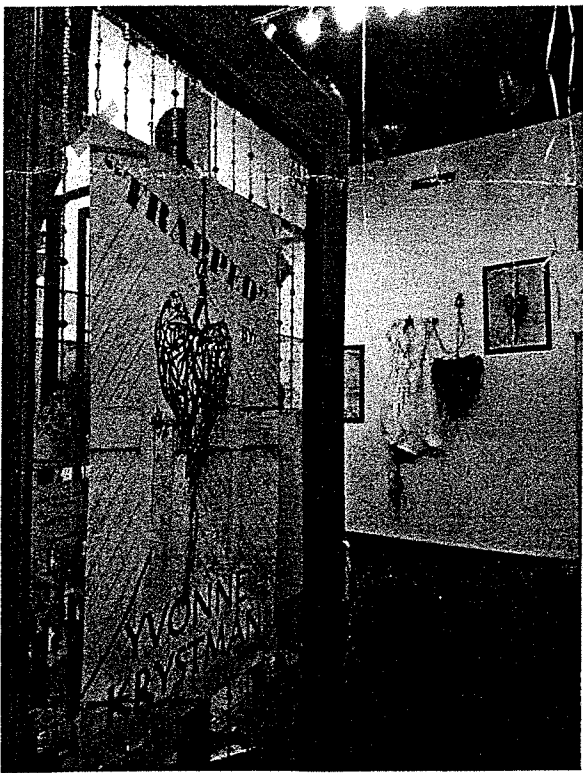
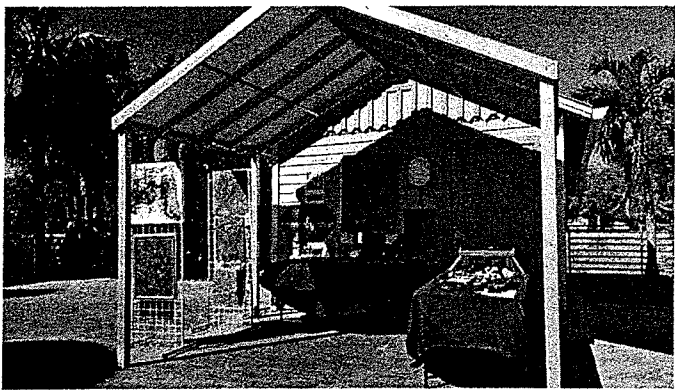
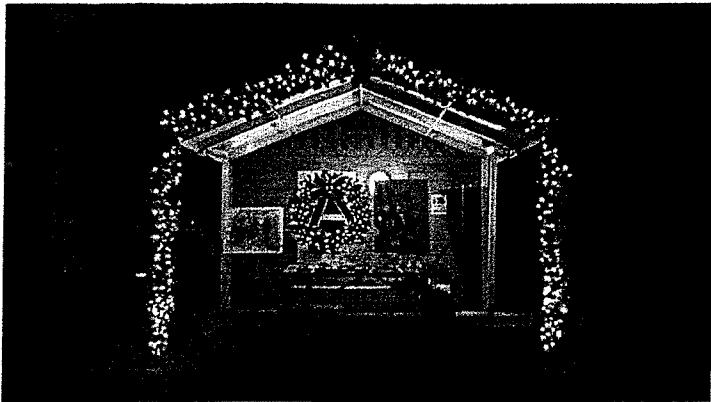




Photo Credit: David Church

IN THE GALLERY

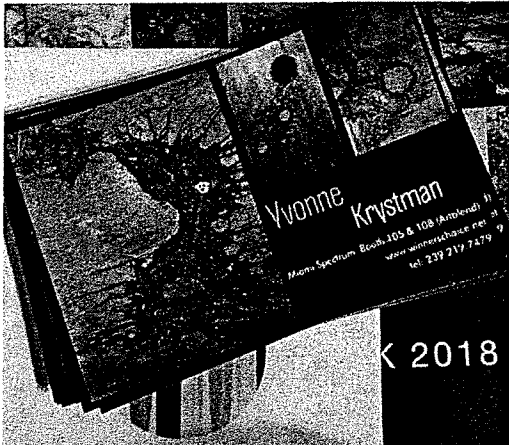
"ABSTRACTED"

Group exhibition featuring:

Karen Gozzo Nolan, Michael Pohlman, Jeffrey Scott Lewis, & Yvonne Krystman

Opening: Friday, August 3RD • 6PM
Closing: August 28TH • 4PM

 sbdac.com/art-exhibitions • 239.333.1933

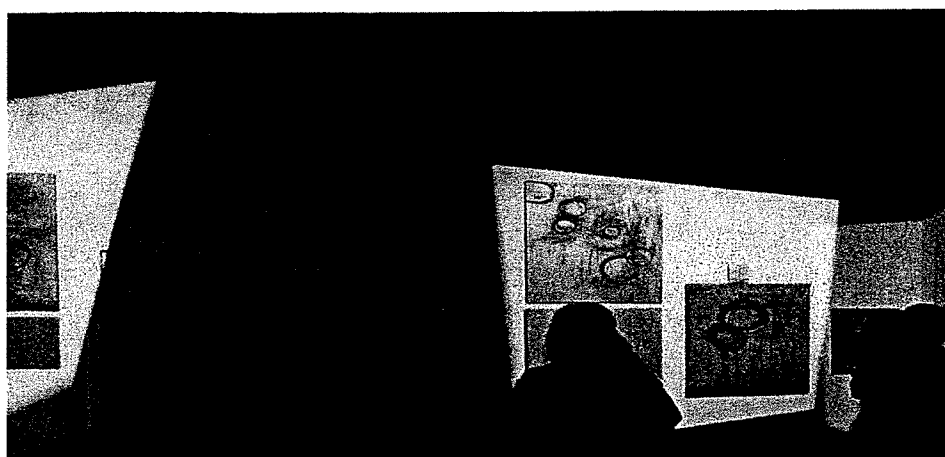
Vvonne Krystman
Miami Spectrum Booth 205 & 108 (Amelendi)
www.vvonnekrystman.net
tel. 239 217 7479

K 2018

SPECTRUM

miami

[DECEMBER 5-9, 2018]



BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-06-151
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Approve contract renewals for Crowder Gulf Services and Thompson Consulting Services to provide disaster and debris removal and monitoring services for an additional term of one year.			
MEETING DATE: 6/17/2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐	PRESENTATIONS	☒	STATUTE
☒	CONSENT	☐	ORDINANCE
☐	PUBLIC HEARING	☐	ADMIN. CODE
☐	MAYOR AND COUNCIL MEMBER ITEMS	☐	OTHER
☐	MAYOR AND COUNCIL MEMBER'S REPORTS		
☐	CITY ATTORNEY ITEMS		
☐	CITY MANAGER ITEMS		
Arleen Hunter City Manager Matt Feeney Assistant City Manager			
BACKGROUND: In September 2017, the City entered into an agreement with Crowder Gulf and Thompson Monitoring Services for disaster and debris removal recovery and monitoring as an End User under the County's Contract, the procurement of which provided the authority for the City to purchase the procured services utilizing the same terms and conditions. As we approach hurricane season, staff recommends that we continue these contracts for one additional year so that we may ensure FEMA-compliant services are available to us, if needed. Approval of this renewal would ensure debris monitoring services until April 2021.			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? 4) Environmental Protection and 5) Community Aesthetics			
STAFF RECOMMENDATIONS: Approve renewal of Crowder Gulf Services to provide disaster and debris recovery and Thompson Consulting for monitoring services for an additional 1 year			
REVIEWED BY:  City Manager: _____ City Attorney: _____ City Clerk: _____ Department Director: _____			
COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

**CITY OF BONITA SPRINGS
SECOND RENEWAL OF PROFESSIONAL SERVICES AGREEMENT
DISASTER DEBRIS MONITORING**

THIS SECOND RENEWAL of the Cooperative Purchasing Professional Services Agreement dated September 6, 2017 is made and entered into this 5th day of April, 2020 by and between the City of Bonita Springs, a Florida municipal corporation, whose address is 9101 Bonita Beach Road, Bonita Springs, Florida 34135 (the "City"), and Thompson Consulting Services LLC, whose address is 1135 Townpark Avenue, Suite 2101, Lake Mary, Florida 32746 (the "Consultant").

RECITALS:

WHEREAS, the City and Consultant entered into a Cooperative Purchasing Professional Services Agreement (the "Agreement") for the purpose of securing disaster debris monitoring services; and

WHEREAS, the City and Consultant extended the Term of the Agreement with Second Renewal of Professional Services Agreement in an increment of one year, expiring on April 5, 2020; and

WHEREAS, it is in the City's best interest to ensure the availability of FEMA-compliant disaster debris monitoring services; and

WHEREAS, the Parties wish to renew the Agreement on the same terms and conditions as agreed upon in the initial contract.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Consultant hereby agree to extend the Agreement as follows:

1. The foregoing recitals are true and correct and incorporated herein.
2. The Term of the Agreement is hereby extended in an increment of one year, and shall expire on April 5, 2021.
3. All other provisions of the Agreement, attached hereto and incorporated herein by reference, shall remain the same.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed Said Agreement is to become effective and operative upon filing with the City Clerk.

CITY OF BONITA SPRINGS

THOMPSON CONSULTING SERVICES, LLC

Mayor Peter Simmons

Jon Hoyle, President

ATTEST:

City Clerk

Date

Date

CrowderGulf

Disaster Recovery and Debris Management

5435 Business Parkway
Theodore, Alabama 36582

Office: (800) 992-6207
Fax: (251) 459-7433

May 28, 2020

Mr. Christopher Campbell
Neighborhood Services
City of Bonita Springs
27300 Old 41 Road
Bonita Springs, FL 34135

via: Christopher.campbell@cityofbonitasprings.org

Re: Agreement for Disaster Recovery Services

Dear Mr. Campbell:

Please allow this letter to serve as CrowderGulf's commitment to provide Disaster Recovery Services to the City of Bonita Springs under the same terms and conditions as the Lee County contract for an additional one (1) year period through May 10, 2021.

The City of Bonita Springs will receive the same level of support and pricing as stated in the Lee County contract. The City of Bonita Springs agreement will be administrated independently of Lee County and all issues will be handled direct with CrowderGulf. Please acknowledge the acceptance of this agreement by signing and returning a copy of this letter for our files.

Thank you for this opportunity and we look forward to working with you in the future if our services are requested. If you have any questions, or if we can be of any further assistance please do not hesitate to contact me at the CrowderGulf Disaster Administration Office at 800-992-6207 or jramsay@crowdergulf.com.

Best regards,



Ashely Ramsay-Naile
Sr. Vice President/COO

APPROVED BY: City of Bonita Springs, FL

Signature: _____

Name/Title: _____

Date: _____

 LEE COUNTY
SOUTHWEST FLORIDA
BOARD OF COUNTY COMMISSIONERS

John E. Manning
District One

May 11, 2020

Cecil L. Pendergrass
District Two

Ray Sandelli
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wm. Wesch
County Attorney

Donna Marie Collins
Hearing Examiner

Via Electronic and US Mail

Mr. Matt Feeney
Assistant City Manager
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, FL 34134

Subject: Utilizing Lee County's Disaster Recovery and Monitoring Contracts

Dear Mr. Feeney,

Lee County Solid Waste has reviewed the City of Bonita Springs' request to utilize the following Lee County Board of County Commissioners approved contracts to procure services relating to disaster recovery:

RFP160257LAC Disaster Recovery Services for Lee County

- Primary Vendor: Crowder Gulf Joint Venture Inc.
Contract number: RFP16-7753
- Secondary Vendor: DRC Emergency Services, LLC
Contract number: RFP16-7754

RFP160256DKR Disaster Debris Monitoring for Lee County

- Primary Vendor: Thompson Consulting Services, LLC
Contract number: RFP16-7698

Lee County Solid Waste hereby grants authorization for the City of Bonita Springs to utilize these contracts as part of the purchasing cooperative agreement through the interlocal agreement between the City of Bonita Springs and Lee County Board of County Commissioners.

Respectfully,



Doug Whitehead
Director
Lee County Solid Waste

cc: Glen Salyer, Assistant County Manager
Mary Tucker, Procurement Director

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-06-152
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Approve Florida Department of Environmental Protection funding agreement for the Pine Lake Preserve Re-Hydration Project			
MEETING DATE: 6/17/2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐	PRESENTATIONS	☐	STATUTE
☒	CONSENT	☐	ORDINANCE
☐	PUBLIC HEARING	☐	ADMIN. CODE
☐	MAYOR AND COUNCIL MEMBER ITEMS	☒	OTHER
☐	MAYOR AND COUNCIL MEMBER'S REPORTS		
☐	MAYOR AND COUNCIL		
☐	CITY ATTORNEY ITEMS		
☐	CITY MANAGER ITEMS		
BACKGROUND: The Florida Department of Environmental Protection (DEP) announced funding availability for FY2019 Section 319(h) Nonpoint Source (NPS) Grant Funding in December 2017. Application were due to DEP by March 9, 2018. Funding for the Section 319(h) is funded through the State from the U.S. Environmental Protection Agency (EPA). DEP sent a recommendation for approval to EPA and after EPA reviewed the grant application made the determination to fund the project. Staff received a notice of funding award on May 18, 2020 and received the agreement on June 10, 2020. The DEP grant allocates 60% of the project costs (\$580,000) with the City matching the remaining 40% (\$370,000) for a total project cost of \$950,000. Executing the agreement requires commitment of the match by the City. Attachment: DEP Standard Grant Agreement IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? 1) Stormwater Management, 3) Strengthen City Finances, 4) Environmental Protection, 5) Community Aesthetics STAFF RECOMMENDATIONS: Approve the FDEP contract agreement for the Pine Lake Preserve Re-Hydration Project.			
REVIEWED BY:  City Manager: _____ City Attorney: _____ City Clerk: _____ Department Director: _____			
COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): Pine Lake Preserve Re-Hydration Project	Agreement Number: NF078
2. Parties State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000 (Department)	
Grantee Name: City of Bonita Springs	Entity Type: Local Government
Grantee Address: 9101 Bonita Beach Road Bonita Springs, Florida 34135	FEID: 59-3649914 (Grantee)

3. Agreement Begin Date: Upon Execution	Date of Expiration: 9/30/2024
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4. Project Number: <i>(If different from Agreement Number)</i>	Project Location(s): Bonita Springs, Lee County
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Project Description: This is a hydrological restoration project to re-hydrate and reestablish hydraulic connectivity between the Imperial River and its historic watershed to the east. Flows will be redirected south onto the property from an existing stormwater ditch on the property's northern boundary. Once onsite, stormwater will be directed via overland sheet flow into two existing shallow ponds. The ponds will be modified to outfall in another overland sheet flow condition ultimately converging into an existing severed tributary of the Imperial River. The project is estimated to reduce nitrogen loading in the Imperial River BMAP for 850 pounds/year.

5. Total Amount of Funding: \$580,000.00	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
	☐ State ☒ Federal	319H, C9-99451520, FY 19-20	\$580,000.00
	☐ State ☐ Federal		
	☒ Grantee Match		\$370,000.00
Total Amount of Funding + Grantee Match, if any:			\$950,000.00

6. Department's Grant Manager Name: Taufiqul Aziz or successor Address: 3900 Commonwealth Boulevard MS 3570 Phone: (850) 245-2950 Email: taufiqul.aziz@dep.state.fl.us	Grantee's Grant Manager Name: Elly Soto McKuen or successor Address: 9101 Bonita Beach Road Bonita Springs, Florida 34996 Phone: (239) 949-6246 Email: Elly.mckuen@cityofbonitasprings.org
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☒ Attachment 7: 31920 Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
☒ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☒ Exhibit D: Quality Assurance Requirements for Grants
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	C9-99451520
Federal Award Date to Department:	4/30/20
Total Federal Funds Obligated by this Agreement:	\$580,000.00
Federal Awarding Agency:	US Environmental Protection Agency
Award R&D?	☐ Yes ☒ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Bonita Springs

GRANTEE

Grantee Name

By

(Authorized Signature)

Date Signed

Peter Simmons, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed

Trina Vielhauer, Director of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

DEP Grant Manager

DEP QC Reviewer

Grantee Additional Signatures

Title

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; (3) changing the current funding source as stated in the Standard Grant Agreement; and/or (4) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

Attachment 1

1 of 11

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:
www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
 - d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
 - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.
- 10. Status Reports.**
 The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting

Attachment 1

4 of 11

period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and

to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing

resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

Attachment 1

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20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole

- option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
 - c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form

number DFS-A2-NS) that can be found under the “Links/Forms” section appearing at the following website: <https://apps.fldfs.com/fsaa>.

- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both

Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. NF078**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Pine Lake Preserve Re-Hydration Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

The Agreement requires at least a 39% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$370,000 through cash or third party in-kind towards the work funded under this Agreement.

The Grantee may claim allowable project expenditures made upon execution or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a 39% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. **Commercial General Liability Insurance.**

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. **Commercial Automobile Insurance.**

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. **Workers' Compensation and Employer's Liability Coverage.**

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. **Other Insurance.** None.

9. Quality Assurance Requirements.

The Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet Project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, Florida Administrative Code, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as Exhibit D, Quality Assurance Requirements for Grants.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Pine Lake Preserve Re-Hydration Project.

PROJECT LOCATION: The Project will be located in the Pine Lake Preserve within the City of Bonita Springs in Lee County; Lat/Long (26.341068, -81.742684). See Figures 1 and 2 for a location map and site plan.

PROJECT BACKGROUND: Pine Lake Preserve lies at the headwaters of the Imperial River, is in the Everglades West Coast Basin Management Action Plan (BMAP) and is an ideal site to treat urban stormwater, agricultural runoff and historical sheet flows from the north and east of the City of Bonita Springs' impact area. The project area was acquired by Lee County through the Conservation 20/20 land acquisition program to rehydrate the property to a more natural pre-development condition, in accordance with their 2005 Management Plan. Bonita Springs (Grantee) subsequently entered into an interlocal cost-effective agreement with Lee County to treat area stormwater runoff, meet its Total Maximum Daily Load requirements, and rehydrate the conservation lands. The project is estimated to reduce nitrogen loading in the Imperial River BMAP by approximately 850 pounds/year.

PROJECT DESCRIPTION: This hydrological restoration project will reestablish hydraulic connectivity between the Imperial River and its historic watershed to the east. Flows will be redirected south onto the property from an existing stormwater ditch on the property's northern boundary. Once onsite, stormwater will be directed via overland sheet flow into two existing shallow ponds. The ponds will be modified to outfall to another overland sheet flow condition, ultimately converging into an existing severed tributary of the Imperial River.

Project construction is expected to include the following: littoral shelves, a series of berms to ensure the surface water runoff remains onsite; the installation of flowways from the borrow pits and Kehl Canal to the Imperial River; weirs to reroute runoff from the northern portion of the site towards the south and ultimately into the Imperial River; weirs to discharge surface waters from the borrow pits and Kehl Canal into the proposed flowway; and hardened roadway structures across the flowway to allow for vehicular maintenance vehicles and access.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task #1: Construction

Deliverables: The Grantee will construct the Pine Lake Preserve Re-Hydration Project in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement or match documentation no more frequently than quarterly.

Task #2: Quality Assurance Project Plan

Deliverables: The Grantee will prepare a Quality Assurance Project Plan (QAPP). The QAPP must be approved by the Department prior to commencement of any monitoring associated with the project. The QAPP must specify the sampling procedures, locations, instruments, and parameters to be sampled. The Grantee will use the format provided by the Department's Grant Manager, if applicable.

Documentation: The Grantee will submit: 1) a draft QAPP submitted in Word format; and 2) a final Department-approved QAPP in Word format.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are provided as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement or match documentation following the conclusion of the task.

Task #3: Monitoring

Deliverables: The Grantee will conduct monitoring in accordance with the Department-approved QAPP for this project.

Documentation: The Grantee will submit a summary of completed monitoring activities for the time period covered in the payment request. For the final documentation, the Grantee will also submit a final report of monitoring activities (dates completed, sampling conducted and any not conducted and why). Summary of monitoring results and interpretation of those results (as expected or not as expected) with load reductions for each applicable parameter identified in lb/yr shall be submitted as either a stand-alone monitoring report or included in the Final Report task documentation.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Additional Financial Consequences: Costs for any monitoring that is not completed as outlined in the Department-approved QAPP may be discounted, if included in the payment request.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement or match documentation no more frequently than quarterly.

Task #4: Public Education

Deliverables: The Grantee will provide public education information about the project and its environmental benefits in the following formats: 1) Printed material for distribution such as brochure(s), postcard(s), door hanger(s) and display board(s); 2) website posting(s); 3) social media posting(s); 4) kiosk/sign(s) installed at the project location.

Announcements through the web or print materials for Workshop, conference, demonstration days or other events as part of a project funded by a 319-assistance agreement shall contain a statement that the materials or conference has been funded in part by the United States Environmental Protection Agency.

If outreach component includes physical signage, the signage shall contain the EPA logo. If the physical design of the sign allows, it should also include the following text: "This cooperative project has been funded in part by the United States Environmental Protection Agency"

Non-traditional educational materials may not be subject to a required acknowledgement statement. The Grantee will consult the Department's Grant Manager prior to submittal of draft documentation to determine the applicability of a statement for each deliverable type.

Documentation: The Department's Grant Manager must approve draft materials prior to public distribution. Completed public education activities to date as described in this task, as evidenced by: 1) copy of the draft and final printed material(s) with number distributed and where; 2) draft content and active link and dated screenshot(s) where appropriate for the website as designed or updated with project information; 3) copy of the draft social media post(s) and dated screenshot of final approved posting(s); 4) copy of draft kiosk/sign(s) text and graphics and dated photograph(s) of installed kiosk/sign(s) as approved.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than quarterly.

Task #5: Final Report

Deliverables: The Grantee will prepare a Final Report summarizing the results of the project, including all tasks in the Grant Work Plan. The Final Report must include at a minimum:

- Project location and background, project description and timeline, grant award amount and anticipated benefits.
- Financial summary of actual costs versus the budget, along with any changes required to the budget. Include any match or locally pledged contributions provided, along with other related project work performed outside of this Agreement to identify the overall project cost.
- Discussion of project schedule versus actual completion, including changes required to the schedule, unexpected site conditions and adjustments, significant unexpected delays and corrections, and/or other significant deviations from the original project plan.
- Summary of activities completed as well as those not completed and why, as well as a brief summary of any additional phases yet to be completed.
- Dated color photo documentation of work performed (representative of the entire project), appropriate figures (site location, site plan(s), etc.), appropriate tables summarizing data/information relevant to Grant Work Plan tasks, and appropriate attachments relevant to the project.
- Projects associated with and listed in a Water Quality Restoration Plan are expected to be maintained for the life of the project to retain reduction credits under the Plan(s) unless noted otherwise. If possible, identify the expected lifetime of the Best Management Practices (BMPs) and if there is a detailed plan to operate and maintain the system through this period. If possible, describe the amount of time, cost, and work will be required to operate and maintain the system.
- Discussion of whether the anticipated benefits have been/will be realized (e.g., why a Best Management Practice (BMP) approach did or did not exceed the expected removal efficiency).
- Summary of monitoring activities completed and any not completed and why, monitoring results, and an interpretation of data based on planned versus realized results.

The following language shall be included on the cover page of the Final Report:

"This Project and the preparation of this report has been funded wholly or in part by the U.S. Environmental Protection Agency (EPA) to the City of Bonita Springs through an agreement/contract with the Nonpoint Source Management Program of the Florida Department of Environmental Protection under federal grant agreement C9-99451520. The total cost of the Project was \$[show actual amount], of which \$[show actual amount] or [show actual percentage] percent was provided by the U.S. Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the EPA, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

Documentation: The Grantee will submit: 1) a copy of the draft Final Report in Word format; and 2) a copy of the Department-approved Final Report, in Word or PDF format.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are provided as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement or match documentation following the conclusion of the task.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed, and all documentation received by the corresponding task end date.

If at any time, this Grant Agreement is amended to extend the Grant Agreement end date, in no event shall grant project work be authorized past EPA's 319(h) 2020 grant end date of 9/30/2024, regardless of whether it is grant-funded work or match-funded work. For the 31920 grant or match funded work, the Grantee shall submit a final payment request no later than 30 days following the grant end date of 9/30/2024, to assure the availability of funds.

Task No.	Task Title	Budget Category	Grant Amount	Match Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$544,000	\$346,000	Upon Execution	12/31/2021
2	Quality Assurance Project Plan - Draft	Contractual Services	\$5,400	\$3,600	Upon Execution	11/30/2021
	Quality Assurance Project Plan - Final					12/31/2021
3	Monitoring	Contractual Services	\$24,000	\$16,000	Upon QAPP Approval	12/31/2022
4	Public Education	Contractual Services	\$600	\$400	Upon Execution	04/30/2023
5	Final Report - Draft	Contractual Services	\$6,000	\$4,000	Upon Execution	03/31/2023
	Final Report - Final					04/30/2023
Total:			\$580,000	\$370,000		
Percentage Match:			60%	40%		

Figure 1: Location Map

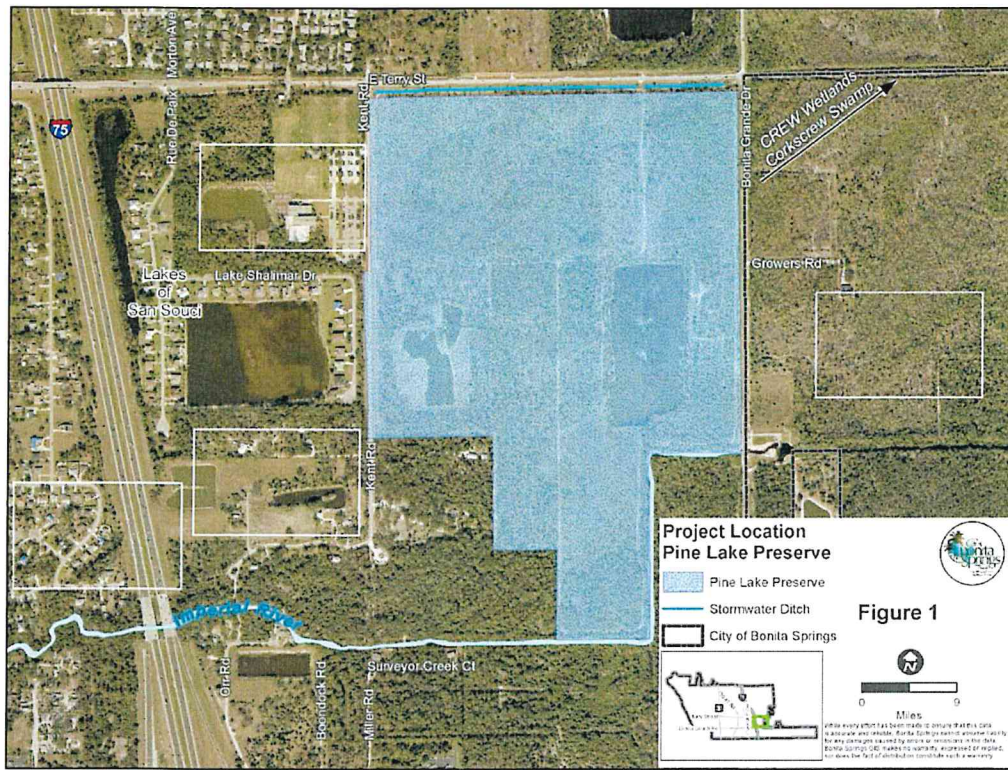
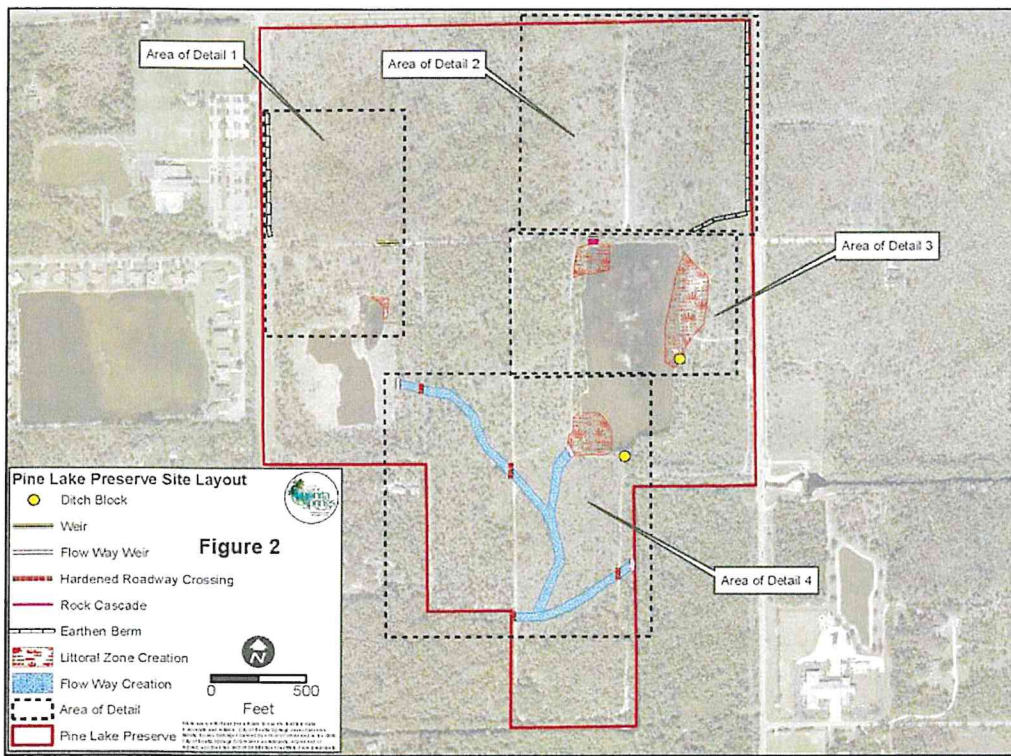


Figure 2: Site Plan



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@floridadep.gov

Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

Attachment 5

1 of 6

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	Environmental Protection Agency	66.460	Nonpoint Source Implementation Grants, Grant Agreement No. C9-99451520-0 ("31920")	\$580,000	140076
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$580,000	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

ATTACHMENT 8

Contract Provisions for EPA-Funded Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term “Recipient” shall mean “Grantee.”

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients, and to comply with the provisions of the award, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- i. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- iii. Wholly or partly suspend or terminate this Contract.
- iv. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- i. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient 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:
 - a. 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 Recipient 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 Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Recipient 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 Recipient's legal duty to furnish information.

- iv. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Recipient 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 Recipient 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 Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient 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 Recipient 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 Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Davis Bacon Act

If the Agreement is a prime construction contract in excess of \$2,000 awarded by the Recipient, and if required by the Federal Legislation, the Recipient must comply 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 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 pay wages not less than once a week. The Recipient must comply 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 Recipient or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply 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 Recipient 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.

6. Rights to Inventions Made Under Agreement

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

7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

If the Agreement is in excess of \$150,000, the Recipient shall 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).

8. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions 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."

9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies 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. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at: https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

10. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

ADMINISTRATIVE

11. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et sequence*.

12. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

13. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

14. Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)

Recipients must comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234), if applicable. This act requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

15. Water Resources Reform and Development Act (WRRDA) P.L. 113-121

Recipients must comply with the Water Resources Reform and Development Act (WRRDA) P.L. 113-121, if applicable. This act provides for improvements to the rivers and harbors of the United States, to provide for the conservation and development of water and related resources.

16. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The Recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph (c) in any subawards and contracts awarded prior to the effective date of this provision.

17. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

18. Additional Lobbying Requirements

(a) The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

(b) The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

(c) Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

COMPLIANCE WITH ASSURANCES

19. Assurances

Recipients shall comply with any and all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

20. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

Recipients shall take all affirmative steps necessary to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, including those steps listed in 2 CFR 200.321(b).

FEDERAL REPORTING REQUIREMENTS

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of

2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

ENVIRONMENTAL PROTECTION AGENCY-SPECIFIC

21. EPA General Terms and Conditions *(for purposes of compliance within the EPA General Terms and Conditions only, "Recipient" refers to the Department and "Subrecipient" refers to the Grantee).*

Recipients and subrecipients shall comply with EPA General Terms and Conditions applicable to the specific Federal Award funding source, incorporated by reference and available at <https://www.epa.gov/grants/grant-terms-and-conditions>.

22. Record Keeping and Audit. The United States Environmental Protection Agency and the Comptroller General of the United States (U.S. Government Accountability Office), or their authorized representatives, shall have access to all books, records, and documents related to the performance of this Agreement for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subgranted or subcontracted, the Grantee shall similarly require each subgrantee and subcontractor to maintain and allow access to such records for audit purposes.

23. EPA's Prohibition on Paying Management Fees. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this Agreement. Management fees or similar charges may not be used to improve or expand the Project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the work identified in the Grant Work Plan.

24. EPA Cybersecurity Conditions

Recipients shall comply with the EPA Grant Cyber Security Conditions located at <https://www.epa.gov/grants/state-grant-cybersecurity-condition>, last amended July 6, 2015.

25. Environmental Justice Guidance under the National Environmental Policy Act (42 U.S.C. 4321)

Recipients shall comply with the Environmental Justice Guidance under the National Environmental Policy Act (42 U.S.C. 4321). This act relates to the fair treatment and meaningful involvement of all people regardless of race, color, national origin or income with respect to the development, implementation, and enforcement of environmental laws, regulations and policies.

26. EPA Regulations

Recipients shall comply with the following regulations: 40 CFR 4, 40 CFR 12, 40 CFR 12, 40 CFR 29, 40 CFR 33.302, 40 CFR 33.501(b) and (c), 40 CFR 34, 40 CFR 35, 2 CFR 1500, and 2 CFR 1532.

27. Drug-Free Workplace

Recipients must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the Recipients must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

28. EPA's Program for Utilization of Small, Minority, and Women's Business Enterprises

Acceptance of the funds awarded under this Agreement requires general compliance with the EPA's Disadvantaged Business Enterprise (DBE) Program pursuant to 40 CFR, Part 33. Recipients shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. Recipients shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts and/or subcontracts awarded under EPA financial assistance agreements. Failure by the Recipient to carry out these requirements is a material breach of this Agreement which may result in the termination of this Agreement or other legally available remedies.

Based on the amount awarded to the Department under the original Federal funding source for this Agreement, Recipients are subject to the reporting requirements of the EPA's DBE Program. Recipients must complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) with the applicable required Payment Request Form(s).

The current EPA Form 5700-52A is included as an Exhibit to this Attachment, but it is also available from the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm.

The Department has negotiated its current "Fair Share" objective and goals with the EPA, which are listed in Attachment 7, Grant Award Terms. However, if the Grantee does not want to rely on the applicable Department's MBE/WBE goals, the Grantee may contact the Department to coordinate the proposal of alternate MBE/WBE goals based on availability of qualified minority and women-owned businesses to do work in the relevant market for construction, services, supplies and equipment.

29. American Iron and Steel (Compliance with P.L. 113-76)

Recipients shall comply with the Consolidated Appropriations Act of 2014 (Public Law 113-76), if applicable. This act includes an American Iron and Steel (AIS) requirement, if applicable. Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) assistance recipients are required to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works and if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act).

The appropriation language sets forth certain circumstances under which EPA may waive AIS requirements. Furthermore, the act exempts projects where engineering specifications and plans were approved by a state agency prior to January 17, 2014. §319(h) funded projects are excluded from this provision.

30. Geospatial Data Standards

Recipients must meet the EPA Geospatial Data Standards. All geospatial data created must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards can be found at www.fgdc.gov.

31. Signage Required Term and Condition

a. Signage Requirements

The Recipient is required to place a sign at construction sites supported under this award displaying the EPA logo in a manner that informs the public that the project is funded in part or wholly by the EPA. The sign must be placed in a visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

Recipients are required to comply with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>. If the EPA logo is displayed along with the logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA. To obtain the appropriate EPA logo or seal graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer in the communication. Instructions for contacting OPA is available on the [Using the EPA Seal and Logo page](#).

Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.322, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

b. Public or Media Events

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

CLEAN WATER ACT SECTION 319 NON-POINT SOURCE ASSISTANCE AGREEMENTS-SPECIFIC

32. Non-Point Source Assistance Agreement Terms and Conditions

Recipients shall comply with the [Clean Water Act Section 319 Non-Point Source Assistance Agreements Public Awareness Terms and Conditions Effective October 1, 2014 \(PDF\)](#).

33. Operation and Maintenance

For Projects funded by EPA §319(h) funds, Recipients will assure the continued proper operation and maintenance of all nonpoint source management practices that have been implemented for Projects funded under this Agreement. Such practices shall be operated and maintained for the expected lifespan of the specific practice and in accordance with commonly accepted standards. Likewise, the Recipient will assure that similar provisions are included in any sub-agreements that are awarded.

34. Nutrient Management Plans for Animal Feeding Operations

Recipients shall comply with the Nutrient Management Plans for Animal Feeding Operations as required under this Grant and must have and implement a nutrient management plan that: 1) provides and maintains buffers or equivalent practices; 2) diverts clean water; 3) prevents direct contact of confined animals with waters of the United States; 4) addresses animal mortality; 5) addresses chemical disposal; 6) addresses proper operation and maintenance; 7) addresses record keeping and testing; 8) maintains proper storage capacity; and, 9) addresses rate and timing of land application of manure and wastewater.

DIESEL EMISSIONS REDUCTION ACT-SPECIFIC

35. Recipients shall comply with the FY2017 Clean Diesel Program Programmatic Terms and Conditions, incorporated by reference and available at: https://www.epa.gov/sites/production/files/2017-06/documents/dera_fy_17_state_program_terms_and_conditions.pdf

FLORIDA RURAL WATER ASSOCIATION TECHNICAL ASSISTANCE AND TRAINING GRANT AGREEMENT-SPECIFIC

36. Green Infrastructure Policy

Recipients shall comply with the EPA's Green Infrastructure Policy (established by the American Recovery and Reinvestment Act) for the Clean Water State Revolving Fund Program, if applicable. This policy provides guidance and a best practices guide for funding green infrastructure in the CWSRF program.

37. Clean Water State Revolving Fund

Recipients shall comply with the Clean Water State Revolving Fund Regulations (Title VI of the Clean Water Act, 40 CFR Part 35), if applicable. These regulations provide all applicable requirements of the EPA regulations and rules and procedures prescribed under the Clean Water State Revolving Funds Regulations.

38. Drinking Water State Revolving Fund Regulations

Recipients shall comply with the Drinking Water State Revolving Fund Regulations (40 CFR Part 35 Subpart L), if applicable. These regulations provide details on the requirements and functions of the Drinking Water State Revolving Fund, authorized under the Safe Drinking Water Act.

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**U.S. ENVIRONMENTAL PROTECTION AGENCY
MBE/WBE UTILIZATION UNDER FEDERAL GRANTS
AND COOPERATIVE AGREEMENTS**

FOR COOPERATIVE AGREEMENTS OR OTHER FEDERAL FINANCIAL ASSISTANCE WHERE THE COMBINED TOTAL OF FUNDS BUDGETED FOR PROCURING SUPPLIES, EQUIPMENT, CONSTRUCTION OR SERVICES EXCEED \$150,000.					
PART 1: PLEASE REVIEW INSTRUCTIONS BEFORE COMPLETING					
1A. FEDERAL FISCAL YEAR (Oct 1- Sep 30) 20____			1B. REPORT TYPE ☐ Annual ☐ Last Report (Project completed)		
1C: REVISION OF A PRIOR YEAR REPORT? ☐ No ☐ Yes, Year _____ IF YES, BRIEFLY DESCRIBE THE REVISIONS YOU ARE MAKING:					
2A. EPA FINANCIAL ASSISTANCE OFFICE ADDRESS (ATTN: DBE COORDINATOR)			3A. RECIPIENT NAME AND ADDRESS		
2B. EPA DBE COORDINATOR Name: Email: Phone: Fax:			3B. RECIPIENT REPORTING CONTACT Name: Address: Phone: Email:		
4A. FINANCIAL ASSISTANCE AGREEMENT ID NUMBER (SRF State Recipients, refer to Instructions for Completion of blocks 4A, 5A and 5C)			4B. FEDERAL FINANCIAL ASSISTANCE PROGRAM TITLE OR CFDA NUMBER:		
5A. TOTAL ASSISTANCE AGREEMENT AMOUNT EPA Share: \$ _____ Recipient Share: \$ _____ ☐ N/A (SRF Recipient)			5B. If NO procurements and NO accomplishments were made this reporting period (by the recipients, sub-recipients, loan recipients, and prime contractors), CHECK and SKIP to Block No. 7. (Procurements are all expenditures through contract, order, purchase, lease or barter of supplies, equipment, construction, or services needed to complete Federal assistance programs. Accomplishments, in this context, are procurements made with MBEs and/or WBEs.) ☐		
5C. Total Procurements This Reporting Period (Only include amount not reported in any prior reporting period) Total Procurement Amount \$ _____ (Include total dollar values awarded by recipient, sub-recipients and SRF loan recipients, including MBE/WBE expenditures.)					
5D. Were sub-awards issued under this assistance agreement? Yes ☐ No ☐ Were contracts issued under this assistance agreement? Yes ☐ No ☐					
5E. MBE/WBE Accomplishments This Reporting Period Actual MBE/WBE Procurement Accomplished (Include total dollar values awarded by recipient, sub-recipients, SRF loan recipients and Prime Contractors.)					
	Construction	Equipment	Services	Supplies	Total
\$MBE:	_____	_____	_____	_____	0.00
\$WBE:	_____	_____	_____	_____	0.00
6. COMMENTS: (If no MBE/WBE procurements, please summarize how certified MBEs/WBEs were notified of the opportunities to compete for the procurement dollars entered in Block 5C and why certified MBEs /WBEs were not awarded any procurements during this reporting period.)					
7. NAME OF RECIPIENT'S AUTHORIZED REPRESENTATIVE			TITLE		
8. SIGNATURE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE			DATE		

PART II.

MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD

EPA Financial Assistance Agreement Number: _____

1. Procurement Made By			2. Business Enterprise		3. \$ Value of Procurement	4. Date of Procurement MM/DD/YY	5. Type of Product or Service (Enter Code)	6. Name/Address/Phone Number of MBE/WBE Contractor or Vendor
Recipient	Sub-Recipient and/or SRF Loan Recipient	Prime	Minority	Women				

Type of Product or Service Codes: 1 = Construction 2 = Supplies 3 = Services 4 = Equipment

Note: Recipients are required to submit MBE/WBE reports to EPA beginning with the Federal fiscal year the recipients receive the award, continuing until the project is completed.

Instructions:

A. General Instructions:

MBE/WBE utilization is based on 40 CFR Part 33. The reporting requirement reflects the class deviation issued on November 8, 2013, clarified on January 9, 2014 and modified on December 2, 2014. EPA Form 5700-52A must be completed annually by recipients of financial assistance agreements where the combined total of funds budgeted for procuring supplies, equipment, construction or services exceeds \$150,000. This reporting requirement applies to all new and existing awards and voids all previous reporting requirements.

In determining whether the \$150,000 threshold is exceeded for a particular assistance agreement, the analysis must focus on funds budgeted for procurement under the supplies, equipment, construction, services or "other" categories, and include funds budgeted for procurement under sub-awards or loans

Reporting will also be required in cases where the details of the budgets of sub-awards/loans are not clear at the time of the grant awards and the combined total of the procurement and sub-awards and/or loans exceeds the \$150,000 threshold.

When reporting is required, all procurement actions are reportable, not just the portion which exceeds \$150,000.

If at the time of award the budgeted funds exceed \$150,000 but actual expenditures fall below, a report is still required.

If at the time of award, the combined total of funds budgeted for procurements in any category is less than or equal to \$150,000 and is maintained below the threshold, no DBE report is required to be submitted.

Recipients are required to report 30 days after the end of each federal year, per the terms and conditions of the financial assistance agreement.

Last reports are due October 30th or 90 days after the end of the project period, whichever comes first.

MBE/WBE program requirements, including reporting, are material terms and conditions of the financial assistance agreement.

B. Definitions:

Procurement is the acquisition through contract, order, purchase, lease or barter of supplies, equipment, construction or services needed to accomplish Federal assistance programs.

A **contract** is a written agreement between an EPA recipient and another party (also considered "prime contracts") and any lower tier agreement (also considered "subcontracts") for equipment, services, supplies, or construction necessary to complete the project. This definition excludes written agreements with another public agency. This definition includes personal and professional services, agreements with consultants, and purchase orders.

A **minority business enterprise (MBE)** is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority

individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners. In order to qualify and participate as an MBE prime or subcontractor for EPA recipients under EPA's DBE Program, an entity must be properly certified as required by 40 CFR Part 33, Subpart B.

U.S. citizenship is required. Recipients shall presume that minority individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, or other groups whose members are found to be disadvantaged by the Small Business Act or by the Secretary of Commerce under section 5 of Executive order 11625. The reporting contact at EPA can provide additional information.

A **woman business enterprise (WBE)** is a business concern that is, (1) at least 51 percent owned by one or more women, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women and (2) whose daily business operations are managed and directed by one or more of the women owners. In order to qualify and participate as a WBE prime or subcontractor for EPA recipients under EPA's DBE Program, an entity must be properly certified as required by 40 CFR Part 33, Subpart B.

Business firms which are 51 percent owned by minorities or women, but are in fact not managed and operated by minorities or females do not qualify for meeting MBE/WBE procurement goals. U.S. Citizenship is required.

Good Faith Efforts

A recipient is required to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under an EPA financial assistance agreement. These good faith

efforts for utilizing MBEs and WBEs must be documented. Such documentation is subject to EPA review upon request:

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

C. Instructions for Part I:

1A. Specify Federal fiscal year this report covers. The Federal fiscal year runs from October 1st through September 30th (**e.g. November 29, 2014 falls within Federal fiscal year 2015**)

1B. Specify report type. Check the annual reporting box. Also indicate if the project is completed.

1C. Indicate if this is a revision to a previous year and provide a brief description of the revision you are making.

2A-B. Please refer to your financial assistance agreement for the mailing address of the EPA financial assistance office for your agreement.

The "EPA DBE Reporting Contact" is the DBE Coordinator for the EPA Region from which your financial assistance agreement was originated. For a list of DBE Coordinators please refer to the EPA OSBP website at http://epa.gov/osbp/dbe_cord.

3A-B. Identify the agency, state authority, university or other organization which is the recipient of the Federal financial assistance and the person to contact concerning this report.

4A. Provide the Assistance Agreement number assigned by EPA. A separate report must be submitted for each Assistance Agreement.

***For SRF recipients:** In box 4a list numbers for ALL OPEN Assistance Agreements being reported on this form.

4B. Refer back to Assistance Agreement document for this information.

5A. Provide the total amount of the Assistance Agreement which includes Federal funds plus recipient matching funds and funds from other sources.

***For SRF recipients only:** SRF recipients will not enter an amount in 5a. SRF recipients should check the "N/A" box.

5B. Self-explanatory.

5C. Provide the total dollar amount of **ALL** procurements awarded this reporting period by the recipient, sub-recipients, and SRF loan recipients, **including** MBE/WBE expenditures, not just the portion which exceeds \$150,000. For example: Actual dollars for procurement from the procuring office; actual contracts let from the contracts office; actual goods, services, supplies, etc., from other sources including the central purchasing/ procurement centers).

***NOTE:** To prevent double counting on line 5C, if any amount on 5E is for a subcontract and the prime contract has already been included on Line 5C in a prior reporting period, then report the amount going to MBE or WBE subcontractor on line 5E, but exclude the amount from Line 5C. To include the amount on 5C again would result in double counting because the prime contract, which includes the subcontract, would have already been reported.

***For SRF recipients only:** In 5c please enter the total annual procurement amount under all of your SRF Assistance Agreements. The figure reported in this section is **not** directly tied to an individual Assistance Agreement identification number. (**SRF state recipients report state procurements in this section**)

5D. State whether or not sub-awards and/or subcontracts have been issued under the financial assistance agreements by indicating “yes” or “no”.

5E. Where requested, also provide the total dollar amount of all MBE/WBE procurement awarded during this reporting period by the recipient, sub-recipients, SRF loan recipients, and prime contractors in the categories of construction, equipment, services and supplies. These amounts include Federal funds plus recipient matching funds and funds from other sources.

6. If there were no MBE/WBE accomplishments this reporting period, please briefly how certified MBEs/WBEs were notified of the opportunities to compete for the procurement dollars entered in Block 5C and why certified MBEs /WBEs were not awarded any procurements during this reporting period.

7. Name and title of official administrator or designated reporting official.

8. Signature, month, day, and year report submitted.

D. Instructions for Part II:

For each MBE/WBE procurement made under this financial assistance agreements during the reporting period, provide the following information:

1. Check whether this procurement was made by the recipient, sub-recipient/SRF loan recipient, or the prime contractor.

2. Check either the MBE or WBE column. If a firm is both an MBE and WBE, the recipient may choose to count the entire procurement towards EITHER its MBE or WBE accomplishments. The recipient may also divide the total amount of the procurement (using any ratio it so chooses) and count those divided amounts toward its MBE and WBE accomplishments. If the recipient chooses to divide the procurement amount and count portions toward its MBE and WBE accomplishments, please state the appropriate amounts under the MBE and WBE columns on the form. **The combined MBE and WBE amounts for that MBE/WBE contractor must not exceed the “Value of the Procurement” reported in column #3**

3. Dollar value of procurement.

4. Date of procurement, shown as month, day, year. Date of procurement is defined as the date the contract or procurement was awarded, **not** the date the contractor received payment under the awarded contract or procurement, unless payment occurred on the date of award. **(Where direct purchasing is the procurement method, the date of procurement is the date the purchase was made)**

5. Using codes at the bottom of the form, identify type of product or service acquired through this procurement (e.g., enter 1 if construction, 2 if supplies, etc.).

6. Name, address, and telephone number of MBE/WBE firm.

****This data is requested to comply with provisions mandated by: statute or regulations (40 CFR Parts 30, 31, and 33 and/or 2 CFR Parts 200 and 1500); OMB Circulars; or added by EPA to ensure sound and effective assistance management. Accurate, complete data are required to obtain funding, while no pledge of confidentiality is provided.**

The public reporting and recording burden for this collection of information is estimated to average 1 hour per response annually. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclosure or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, OPPE Regulatory Information Division, U.S. Environmental Protection Agency (2136), 1200 Pennsylvania Avenue, NW, Washington, D.C. 20460. Include the OMB Control number in any correspondence. Do not send the completed form to this address.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	NF078
Project Title:	
Grantee Name:	
Grantee's Grant Manager:	
Reporting Period:	

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

Task #: Task Title

- **Progress for this reporting period:** Add Text
- **Identify any delays or problems encountered:** Add Text

Task #: Task Title

- **Progress for this reporting period:** Add Text
- **Identify any delays or problems encountered:** Add Text

Indicate the completion status for the following tasks (if included in the Grant Work Plan):

- **Design (Plans/Submittal):** 30% ☐, 60% ☐, 90% ☐, 100% ☐
- **Permitting (Completed):** Yes ☐, No ☐
- **Construction (Estimated):** _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

Accessing Exhibit D – QA Requirements

The Department's Quality Assurance Requirements are maintained by the Aquatic Ecology and Quality Assurance Section, there are 2 Quality Assurance Requirements Attachments available: Standard Quality Assurance Requirements for Grants; and the Research Quality Assurance Requirements for Grants.

The process and copies of the appropriate Exhibit D can be found here:

http://publicfiles.dep.state.fl.us/dear/DEARweb/QA/QA%20resources/QA_Process_Procured_Lab_Field_Srvcs_Grants_06-12-18.pdf

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-06-145
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Review of May 2020 Monthly Capital Improvement Projects Report			
MEETING DATE: 6/17/2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐	PRESENTATIONS	☐	Anne K. Wright, CPA, CGFO Finance Director
☒	CONSENT	☐	
☐	PUBLIC HEARING	☐	
☐	MAYOR AND COUNCIL MEMBER ITEMS	☒	
☐	MAYOR AND COUNCIL MEMBER'S REPORTS		
☐	CITY ATTORNEY ITEMS		
☐	CITY MANAGER ITEMS		
BACKGROUND: Attached is the Capital Improvement Projects Monthly Report as of May 31, 2020. This report categorizes the capital projects by the City Council's adopted Strategic Priorities. Also, subtotals are presented for the multiple projects that make up the total FY 2020 remaining available funding as of May 31, 2020 for the Bonita Beach Road Visioning and Quadrant initiative totaling \$10,768,001 and the Sidewalks and Multi-Use Pathways initiative totaling \$11,879,036. As of May 31, 2020, the total Capital Improvement Project budget, including carry-over from the prior year and current year amendments, is \$49,566,548. Project expenditures as of May 31, 2020 for the year ending September 30, 2020 total \$4,347,968. This report is provided for informational purposes.			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? Government Transparency			
STAFF RECOMMENDATIONS: Review the May 2020 Monthly Capital Improvement Projects Status Report			
REVIEWED BY: City Manager: City Attorney: City Clerk: Department Director: _____ _____ _____ _____			
COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

CAPITAL IMPROVEMENT PROJECTS MONTHLY REPORT as of May 31, 2020							
Capital Projects		Funding/Revenue Source	Budget Carry-over from FY 2019 approved by Council on 12/18/19	FY 2020 Adopted Budget	FY 2020 Adopted Budget with Budget Carry-over and FY 2020 budget transfers	FY 2020 Expenditures as of May 31, 2020	Budget Variance as of May 31, 2020
Account	Project Description						
IMPROVE STORM WATER MANAGEMENT (1st STRATEGIC PRIORITY)							
30.250.538.6802	Spring Creek Restoration Plan	General Fund	110,104	-	106,104	106,279	(175)
30.250.538.6810	Storm Water Drainage Improvement Concepts	General Fund	-	-	4,000	4,035	(35)
30.250.538.6809	Spring Creek/Bonita Springs Golf Course Flood Improvement	General Fund	-	2,475,000	2,475,000	24,526	2,450,474
		Local Mitigation Strategy Grant	-	7,425,000	7,425,000	-	7,425,000
		TOTAL	-	9,900,000	9,900,000	24,526	9,875,474
30.250.538.6807	Logan Blvd Regional Floodway/Drainage	General Fund	564,855	-	564,855	26	564,829
		Local Mitigation Strategy Grant	1,762,500	-	1,762,500	-	1,762,500
		TOTAL	2,327,355	-	2,327,355	26	2,327,329
30.250.538.6806	Pine Lake Preserve	Local Mitigation Strategy Grant	712,500	-	712,500	-	712,500
		General Fund	237,500	-	237,500	-	237,500
		TOTAL	950,000	-	950,000	-	950,000
30.250.538.6808	Storm Water Utility	General Fund	-	55,000	55,000	10,941	44,059
30.250.538.6100	Land acquired for storm water purposes	General Fund	-	2,671,936	2,671,936	6,675	2,665,261
TOTAL IMPROVE STORM WATER MANAGEMENT			3,387,459	12,626,936	16,014,395	152,482	15,861,913
TRANSPORTATION (2nd STRATEGIC PRIORITY)							
Bonita Beach Road Visioning and Quadrant:							
30.250.541.6317	Bonita Bch Rd/US 41 Quadrant	General Fund	182,913	-	182,913	-	182,913
		Gas Tax	899,988	-	899,988	-	899,988
		Road Impact Fee	6,003,186	3,750,000	9,753,186	1,178,438	8,574,748
		TOTAL	7,086,087	3,750,000	10,836,087	1,178,438	9,657,649
30.250.541.6318	Bonita Bch Rd Vision Implementation	General Fund	1,070,820	50,000	1,120,820	10,468	1,110,352
TOTAL Bonita Beach Road Visioning and Quadrant			8,156,907	3,800,000	11,956,907	1,188,906	10,768,001
Sidewalks and Multi-Use Pathways:							
30.250.541.6320	Multi-Use Pathways & Sidewalks	General Fund	481,794	50,000	531,794	47,249	484,545
		Gas Tax	478,127	-	478,127	-	478,127
		Road Impact Fee	493,479	-	493,479	-	493,479
		Grant - CDBG	-	300,000	300,000	2,000	298,000
		Park Impact Fee	608,749	-	608,749	7,577	601,172
		TOTAL	2,062,149	350,000	2,412,149	56,826	2,355,323

CAPITAL IMPROVEMENT PROJECTS MONTHLY REPORT							
as of May 31, 2020							
Capital Projects		Funding/Revenue Source	Budget Carry-over from FY 2019 approved by Council on 12/18/19	FY 2020 Adopted Budget	FY 2020 Adopted Budget with Budget Carry-over and FY 2020 budget transfers	FY 2020 Expenditures as of May 31, 2020	Budget Variance as of May 31, 2020
Account	Project Description						
30.250.541.6332	Cochran St./ Pauling Lane Multi-use Pathway	Grant - CDBG	6,065	-	6,065	4,165	1,900
30.250.541.6333	Bonita Drive Pathway-Old 41 to Streetsboro Lane	Grant - CDBG	116,083	-	116,083	90,406	25,677
30.250.541.6334	Maddox Lane Sidewalk	Road Impact Fee	17,995	-	17,995	10,439	7,556
30.250.541.6335	W. Terry St Pathway Extension East of Pine Ave.	Grant - CDBG	23,871	-	23,871	-	23,871
30.250.541.6336	Imperial Shores Blvd Sidewalk	Road Impact Fee	30,823	-	30,823	22,179	8,644
30.250.541.6323	W. Terry St. Multi-Use Pathway	Park Impact Fee	1,575,193	400,000	1,975,193	360,224	1,614,969
		Road Impact Fee	623,097	1,359,541	1,982,638	-	1,982,638
		Grants- Other	200,000	-	200,000	-	200,000
		General Fund	-	475,000	475,000	-	475,000
		Grant - CDBG	543,341	-	543,341	423,428	119,913
		TOTAL	2,941,631	2,234,541	5,176,172	783,652	4,392,520
30.250.541.6324	Sun Trail	Park Impact Fee	50,000	-	50,000	-	50,000
		Road Impact Fee		5,000,000	5,000,000	-	5,000,000
		TOTAL	50,000	5,000,000	5,050,000	-	5,050,000
30.250.541.6331	Pine Ave. Multi-use Pathway	Grant - CDBG	23,395	-	23,395	9,850	13,545
TOTAL Sidewalks and Multi-Use Pathways			5,272,012	7,584,541	12,856,553	977,517	11,879,036
30.250.541.6908	Logan Boulevard	Gas Tax	500,000	-	500,000	506,985	(6,985)
30.250.541.6300	Minor Road, Sidewalk & Drainage Improvements	Gas Tax	-	250,000	250,000	155,966	94,034
30.250.541.6308	Asphalt Overlays	Gas Tax	60,163	300,000	360,163	98,655	261,508
30.250.541.6319	Roadway Restriping	Gas Tax	-	250,000	250,000	-	250,000
30.250.541.6321	Rail Road Crossing Improvements	Gas Tax	13,255	340,000	353,255	-	353,255
TOTAL TRANSPORTATION			14,002,337	12,524,541	26,526,878	2,928,029	23,598,849
ENVIRONMENTAL PROTECTION (4th STRATEGIC PRIORITY)							
30.000.537.6100	Water Issues/Land Acquisition from willing sellers	Building Fees (A)	57,700	-	57,700	-	57,700
		General Fund	5,060	200,000	205,060	-	205,060
		TOTAL	62,760	200,000	262,760	-	262,760
30.611.537.6000	Beach Renourishment 2024	General Fund	418,588	110,000	528,588	-	528,588
TOTAL ENVIRONMENTAL PROTECTION			\$ 481,348	\$ 310,000	\$ 791,348	\$ -	\$ 791,348
COMMUNITY AESTHETICS: DEVELOP AND IMPLEMENT URBAN DESIGN (5th STRATEGIC PRIORITY)							
30.250.541.6314	Street Light Uniformity	Gas Tax	26,826	10,000	36,826	5,300	31,526
30.000.519.6000	Exotic Removal of FPL ROW Path	General Fund	-	10,500	10,500	-	10,500

CAPITAL IMPROVEMENT PROJECTS MONTHLY REPORT

as of May 31, 2020

Capital Projects		Funding/Revenue Source	Budget Carry-over from FY 2019 approved by Council on 12/18/19	FY 2020 Adopted Budget	FY 2020 Adopted Budget with Budget Carry-over and FY 2020 budget transfers	FY 2020 Expenditures as of May 31, 2020	Budget Variance as of May 31, 2020
Account	Project Description						
31.603.572.6001	Community Park Improvements	General Fund	6,365	-	14,015	-	14,015
30.603.572.6015	Baseball Complex Master Plan	General Fund	18,672	500,000	518,672	20,368	498,304
30.603.572.6008	Comm Park Sealcoating Parking Lot	General Fund		15,000	15,000	-	15,000
30.617.572.6001	Nature Place Shade Structure	Park Impact Fee	18,000	-	18,000	-	18,000
30.604.572.6000	Pool Geothermal Heater/Chiller	General Fund	-	100,000	100,000	-	100,000
31.000.552.6311	Downtown Redevelopment	General Fund	162,869	150,000	312,869	24,575	288,294
31.602.572.6000	Recreation Center Improvements	General Fund	46,856	-	46,856	44,664	2,192
30.605.572.6009	Riverside Park Sealcoating Parking Lot	General Fund	-	15,000	15,000	-	15,000
30.610.572.6016	Dog Park Shade Structures	Park Impact Fee	-	38,000	38,000	23,347	14,653
31.605.572.6004	Bandshell Resod/Re-grade	General Fund	-	60,000	85,745	-	85,745
31.605.572.6008	Skate Park	Park Impact Fee	165,340	-	314,940	31,753	283,187
30.605.572.6013	Bandshell Area Improvements, Sidewalk/brick paver and flag pole holder replacement	General Fund	36,009	-	36,009	-	36,009
31.610.572.6004	E Terry St Park-Dog Park	Park Impact Fee	5,824	-	5,824	-	5,824
31.610.572.6005	Additional Trails/Entrance	Park Impact Fee	7,329	-	7,329	-	7,329
30.628.572.6001	Mayhood Park Exotics Removal	General Fund	-	60,000	60,000	3,488	56,512
31.615.572.6001	Resod Liles Hotel Plaza Lawn	General Fund	19,563	-	19,563	-	19,563
31.621.572.6007	River Prk-US 41	Park Impact Fee	13,430	-	13,430	(2,470)	15,900
		Grant-TDC	172,378	-	172,378	121,763	50,615
31.628.572.6000	Mayhood Playground	Park Impact Fee	14,905	-	14,905	-	14,905
30.250.541.6315	East Terry Vegetative Buffer/Wall	General Fund	67,642	-	67,642	-	67,642
30.250.541.6906	Median Landscape Enhancement	General Fund	11,261	-	11,261	-	11,261
31.604.572.6000	Pool Landscaping	General Fund	74,870	-	41,475	-	41,475
30.270.519.4910	Highway Monuments/Welcome Signs	General Fund	300,000	-	300,000	-	300,000
30.270.519.4920	Flagpole along I-75	General Fund	40,000	-	40,000	-	40,000
30.250.541.6310	FDOT Pond on Arroyal Rd	General Fund	94,243	-	94,243	4,875	89,368
30.270.541.6322	Imperial River US 41 Bridge Beautification Project	General Fund	114,000	-	114,000	-	114,000
30.270.519.4912	Goodbread Grocery (AKA Dixie Moon)	General Fund	42,243	100,000	142,243	-	142,243
30.250.541.6325	Logan Boulevard Landscape & Lighting	Gas Tax	316,750	200,000	516,750	516,750	-
		General Fund	656,393	-	656,393	307,336	349,057

CAPITAL IMPROVEMENT PROJECTS MONTHLY REPORT							
as of May 31, 2020							
Capital Projects		Funding/Revenue Source	Budget Carry-over from FY 2019 approved by Council on 12/18/19	FY 2020 Adopted Budget	FY 2020 Adopted Budget with Budget Carry-over and FY 2020 budget transfers	FY 2020 Expenditures as of May 31, 2020	Budget Variance as of May 31, 2020
Account	Project Description						
		TOTAL	973,143	200,000	1,173,143	824,086	349,057
30.270.519.4911	Urban Design	General Fund	91,746	50,000	141,746	73,821	67,925
30.270.575.6014	Everglades Wonder Gardens Café	General Fund	3,400	100,000	103,400	3,716	99,684
TOTAL COMMUNITY AESTHETICS STRATEGIC PRIORITY			\$ 2,526,914	\$ 1,408,500	\$ 4,085,014	\$ 1,179,286	\$ 2,905,728
GOVERNMENT TRANSPARENCY:INCREASE OUTREACH/ACCESSIBILITY TO CITIZENS (7th STRATEGIC PRIORITY)							
30.240.513.6400	Technology Enhancements- Community Development Building Permits	Building Fee Fund	-	1,112,000	1,112,000	-	1,112,000
TOTAL GOVERNMENT TRANSPARENCY STRATEGIC PRIORITY			\$ -	\$ 1,112,000	\$ 1,112,000	\$ -	\$ 1,112,000
OTHER							
30.240.513.6401	Technology Equipment Replacement Reserve	General Fund	-	10,000	10,000	8,185	1,815
30.270.519.6400	Vehicle Major Repairs and Replacement Reserve	General Fund	-	200,000	100,000	-	100,000
30.270.519.4909	Contingency	General Fund	13,991	-	13,991	-	13,991
		Park Impact Fee	36,610	-	36,610	-	36,610
		TOTAL	50,601	-	50,601	-	50,601
30.270.519.4924	City Facilities Major Repairs	General Fund	376,312	500,000	876,312	79,986	796,326
Total Other			426,913	710,000	1,036,913	88,171	948,742
TOTAL			\$ 20,824,971	\$ 28,691,977	\$ 49,566,548	\$ 4,347,968	\$ 45,218,580
		FUNDING SOURCES					
		General Fund	5,248,069	7,957,436	13,105,505	781,213	12,324,292
		Road Impact Fee	7,168,580	10,109,541	17,278,121	1,211,056	16,067,065
		Gas Tax	2,295,109	1,350,000	3,645,109	1,283,656	2,361,453
		Park Impact Fee	2,495,380	438,000	3,082,980	420,431	2,662,549
		Building Fees	57,700	1,112,000	1,169,700	-	1,169,700
		Grant	3,560,133	7,725,000	11,285,133	651,612	10,633,521
		TOTAL	\$ 20,824,971	\$ 28,691,977	\$ 49,566,548	\$ 4,347,968	\$ 45,218,580
A. This funding source has environmental restrictions, i.e., Option 2 which was exercised by the developer requires that if a fee in lieu is paid to the City of Bonita Springs, the City must purchase, restore, and maintain 0.825 acres of Pine Flatwoods (or higher, oak scrub) to mitigate for this indigenous area. This fee in lieu payment was received under Zoning							

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-06-146
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Review of May 2020 Monthly Financial Reports			
MEETING DATE: 6/17/2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐	PRESENTATIONS	☐ STATUTE	Anne Wright, CPA, CGFO Finance Director
☒	CONSENT	☐ ORDINANCE	
☐	PUBLIC HEARING	☐ ADMIN. CODE	
☐	MAYOR AND COUNCIL MEMBER ITEMS	☒ OTHER	
☐	MAYOR AND COUNCIL MEMBER'S REPORTS		
☐	CITY ATTORNEY ITEMS		
☐	CITY MANAGER ITEMS		
BACKGROUND: Financial Highlights of the General Fund for the Eight Months ended May 31, 2020 - Total FY 2020 Revenues as of May 31, 2020 are greater than the FY 2019 Revenues as of May 31, 2019 by \$1,117,321, representing a 7.96% increase over FY 2019. This favorable variance is from increases over the prior year General Fund revenue in Ad Valorem Taxes of \$509,671, Code Enforcement Fines of \$64,683, and increases to the General Fund from the two revenue sources which in previous years were partially allocated to the Debt Service Fund: Local Communications Services Tax increase to the General Fund of \$386,759, and Electricity Franchise Fees increase to the General Fund of \$396,583, offset by decreases in Administrative Services Fees of (\$171,355) and Planning and Zoning Fees of (\$129,840). - Total FY 2020 Revenues collected for the eight months ended May 31, 2020 are 76.32% of the total Revenues budgeted for FY 2020. The majority of the property tax revenue is collected during the month of December, at which time the collected revenues percentage is historically about 45% of the budgeted amount. - Total FY 2020 Expenditures as of May 31, 2020 are less than FY 2019 Expenditures as of May 31, 2019 by (\$325,658). - FY 2020 Transfers In as of May 31, 2020 are \$2,325,802 greater than the FY 2019 Transfers In for the eight months ended May 31, 2019, primarily resulting from the budgeted transfer in to the General Fund of the accumulated Local Communications Services Tax and Electricity Franchise Fees from the Debt Service Fund. These funds are being used towards funding the General Fund transfer to the Capital Projects Fund. - Total FY 2020 Expenditures for the eight months ended May 31, 2020 are 53.86% of the Total Expenditures budgeted for FY 2020. Although this is the eighth month of the City's fiscal year, these statements reflect payments for only seven months of costs associated with certain operating expenditures which are paid in the month following the month of service. - FY 2020 Transfers Out to Other Funds as of May 31, 2020 are (\$558,216) less than the FY 2019 Transfers Out for the eight months ended May 31, 2019. - FY 2020 Revenues and Transfers In are greater than FY 2020 Expenditures and Transfers Out for the eight months ended May 31, 2020 by \$8,749,003. FY 2019 Revenues and Transfers In were \$4,422,006 greater than FY 2019 Expenditures and Transfers Out for the eight months ended May 31, 2019. A General Fund Summary showing a comparison to the prior year is attached. Also attached is a Summary of Cash Balances as of May 31, 2020, 2019 and 2018, and a Fund Balance Summary as of September 30, 2019.			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? #7 Government Transparency			
STAFF RECOMMENDATIONS: Review the Financial Reports			
REVIEWED BY: City Manager: _____ City Attorney: _____ City Clerk: _____ Department Director: _____			
COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

General Fund	FY 2020				FY 2019	
	Amended Budget	YTD Actual May 31, 2020	Variance – Over (Under) Budget	Actual as a % of Budget	YTD Actual May 31, 2019	FY 2020 Actual Over (Under) FY 2019 Actual
Revenues:						
Taxes	\$ 9,914,804	\$ 9,261,246	\$ (653,559)	93.41%	\$ 8,366,390	\$ 894,855
Franchise Fees	3,115,583	1,784,502	(1,331,080)	57.28%	1,307,642	476,861
State Shared Revenue	5,564,040	3,323,405	(2,240,635)	59.73%	3,314,672	8,733
Other Revenues	1,263,090	786,423	(476,667)	62.26%	1,049,551	(263,128)
Total Revenues	\$ 19,857,517	\$ 15,155,576	\$ (4,701,941)	76.32%	\$ 14,038,255	\$ 1,117,321
Expenditures:						
General Government	\$ 6,721,421	\$ 3,204,199	\$ (3,517,222)	47.67%	\$ 3,363,753	\$ (159,554)
Public Safety	2,541,622	1,794,943	(746,679)	70.62%	1,682,931	112,012
Physical Environment	277,022	101,479	(175,543)	36.63%	95,593	5,886
Transportation	2,564,232	1,540,741	(1,023,491)	60.09%	1,481,475	59,266
Economic Environment	27,550	27,500	(50)	99.82%	27,500	-
Human Services	173,491	72,122	(101,369)	41.57%	77,381	(5,259)
Culture & Recreation	2,478,714	1,306,228	(1,175,486)	52.70%	1,370,382	(64,154)
Hurricane Irma	156,000	-	(156,000)	0.00%	273,855	(273,855)
Total Expenditures	\$ 14,940,052	\$ 8,047,212	\$ (6,892,840)	53.86%	\$ 8,372,870	\$ (325,658)
Excess (deficiency) of revenues over (under) expenditures	\$ 4,917,465	\$ 7,108,364	\$ 2,190,899		\$ 5,665,385	\$ 1,442,979
Other Financing Sources (Uses):						
Transfers In	\$ 2,447,189	\$ 2,432,188	\$ (15,001)	99.39%	\$ 106,386	\$ 2,325,802
Transfers Out	(13,145,505)	(791,549)	(12,353,956)	6.02%	(1,349,765)	(558,216)
Total Other Financing Sources (Uses) - net	\$ (10,698,316)	\$ 1,640,639	(12,338,955)		\$ (1,243,379)	\$ (2,884,018)
Total Surplus (Deficit)		\$ 8,749,003			\$ 4,422,006	\$ 4,326,997

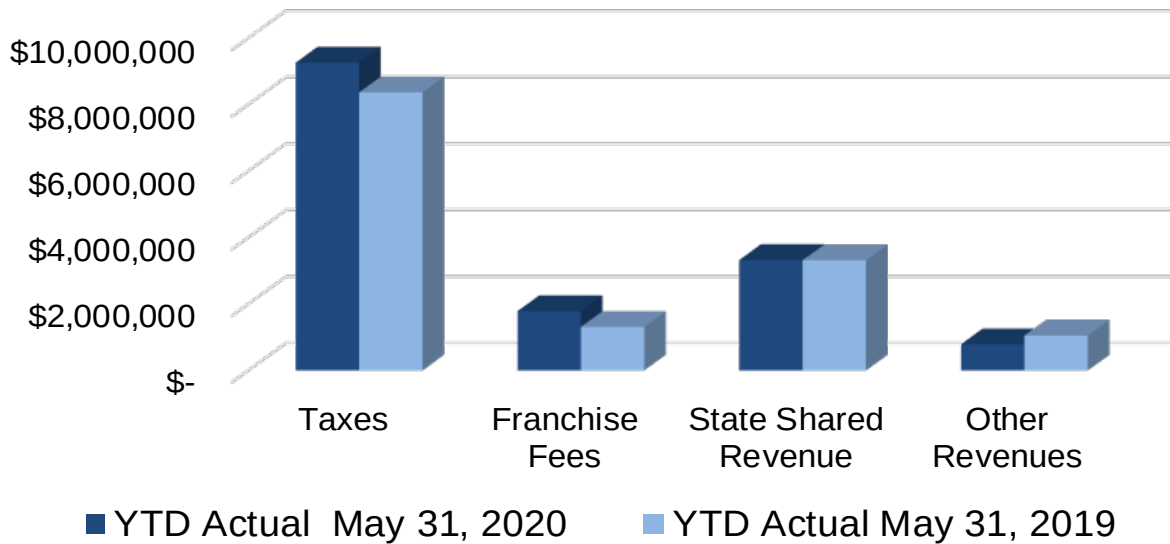
Below is the City's Cash Position as of May 31, 2020, 2019 and 2018.

	Cash Balances as of		
	5/31/2020	5/31/2019	5/31/2018
Fund:			
General Fund	\$ 24,494,725	\$ 15,404,929	\$ 12,977,342
Gas Tax	3,620,515	4,082,439	4,134,952
Road Impact Fee	20,475,542	19,178,326	12,791,324
Park Impact Fee	3,367,611	3,468,029	2,613,051
Stormwater Management	1,476,059	-	-
Building Fees Fund	8,679,518	8,383,246	6,913,364
2011 Debt Fund	450,228	2,412,222	1,444,822
2014 Debt Fund	1	208,305	217,460
Downtown Revenue Sharing	300,340	-	-
Total Cash by Fund	\$ 62,864,538	\$ 53,137,496	\$ 41,092,315

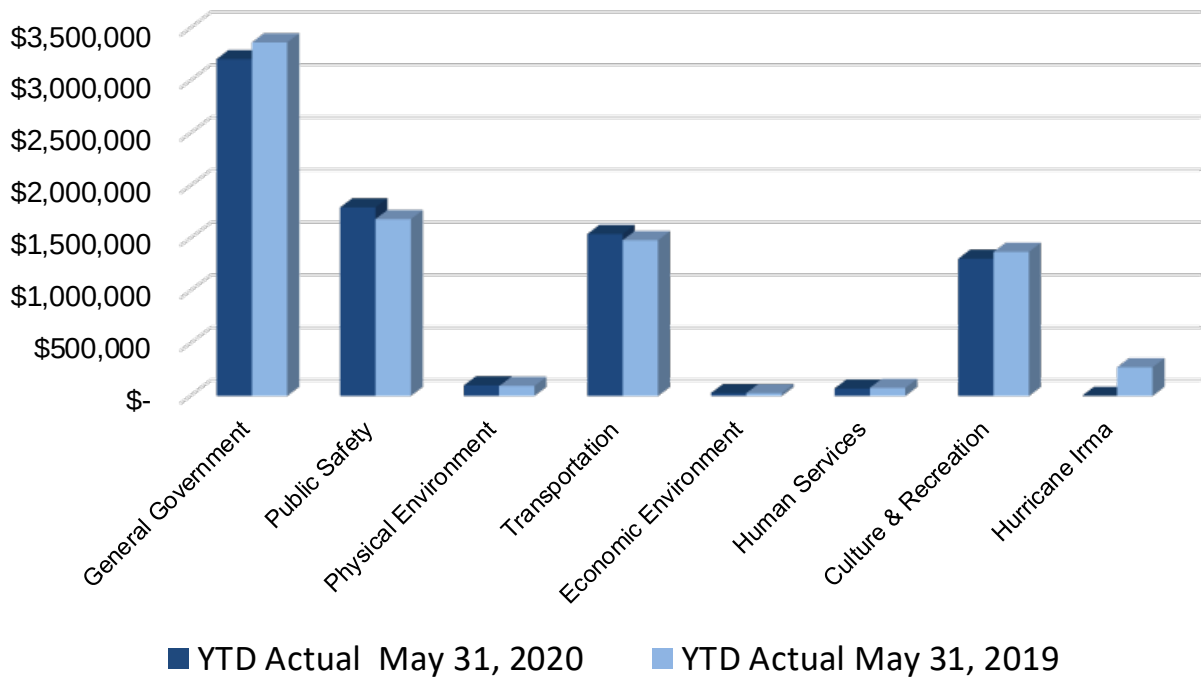
OBSERVATION:

A cash flow concern could arise if the Local Mitigation Strategy (LMS) grants and other grants for the projects in our CIP, as well as the recently approved CDBG-DR property buy-out grant, are not reimbursed on a timely basis. A reimbursement basis requires the City to make the payments for the costs upfront, as was the case with the FEMA Public Assistance Grant for funding the debris removal. We understand that with the LMS grants, we can submit invoices as they are paid and the reimbursements will be processed. With timely reimbursements, our cash flow should be able to be managed through temporary inter-fund borrowings until reimbursements are received.

General Fund Revenues as of May 31, 2020 and 2019



General Fund Expenditures as of May 31, 2020 and 2019



Fund Balance - September 30, 2019

General Fund	Special Revenue Funds				Debt Service Funds		Total Governmental Funds
	Gas Tax Fund	Road Impact Fee Fund	Park Impact Fee Fund	Building Fee Fund	2011 Debt Service	2014 Debt Service	
\$ 11,073,524	\$ 4,355,866	\$ 16,120,384	\$ 2,940,459	\$ 7,665,707	\$ 2,005,600	\$ 68,204	\$ 44,229,744
26,202,918	2,030,484	7,134,238	808,306	3,610,400	3,552,153	1,079,359	44,417,858
(19,323,563)	(933,927)	-	-	(2,726,287)	(2,557,093)	(1,076,824)	(26,617,694)
-	-	-	-	(20,000)	-	-	(20,000)
(49,490)	(37,334)	(2,173,529)	-	-	-	-	(2,260,353)
(15,838)	-	-	-	-	-	-	(15,838)
(1,843,836)	(1,031,159)	(487,849)	(263,268)	-	-	-	(3,626,112)
\$ 16,043,715	\$ 4,383,930	\$ 20,593,244	\$ 3,485,497	\$ 8,529,820	\$ 3,000,660	\$ 70,739	\$ 56,107,605

Allocation of Fund Balance by Category:

Nonspendable	\$ 425,117	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 425,117
Restricted	-	1,636,432	3,830,782	878,527	7,111,826	-	-	13,457,567
Restricted- Capital projects carry-over	-	2,295,109	7,168,580	2,495,380	57,700	-	-	12,016,769
Restricted - Capital outlay carry-over	-	-	-	-	9,383	-	-	9,383
Restricted - Subsequent Year's Budget *	-	452,389	9,593,882	111,590	1,350,911	-	-	11,508,772
Committed to:								
Capital projects carry-over	5,248,069	-	-	-	-	-	-	5,248,069
Capital outlay carry-over	33,383	-	-	-	-	-	-	33,383
Assigned:								
Disaster & Operating Reserves	5,100,000	-	-	-	-	-	-	5,100,000
Subsequent Year's Budget*	603,652	-	-	-	-	2,550,225	70,739	3,224,616
Debt Service	-	-	-	-	-	450,435	-	450,435
Other purposes	112,700	-	-	-	-	-	-	112,700
Unassigned	4,520,794	-	-	-	-	-	-	4,520,794
Total Fund Balance as of Sept 30, 2019	\$ 16,043,715	\$ 4,383,930	\$ 20,593,244	\$ 3,485,497	\$ 8,529,820	\$ 3,000,660	\$ 70,739	\$ 56,107,605

* These amounts appear in the FY 2020 Budget Book on page 4 and reflect the amounts of which the FY2020 Budget anticipates the use of September 30, 2019 fund balance.

Nonspendable fund balance - amounts that are not in a spendable form (i.e.: prepaid expense, inventories) or are long-term receivables legally or contractually required to be maintained intact.

Restricted fund balance - amounts that can be spent only for the specific purposes stipulated by external resource providers (ie: grants), constitutionally, or through enabling legislation (i.e.: impact fees, building fees). These restrictions may be changed or lifted only with the consent of resource providers.

Committed fund balance- amounts that can be used only for the specific purpose determined by a formal action of City Council. Such commitments may be changed or lifted only by the City Council taking the same formal action that imposed the constraint originally (ie: carry-forward of unspent capital outlay budgets). Amounts classified as "committed" will be so designated by Council Resolution or Ordinance, and can only be changed by the same action that initially authorized them, unless that authorizing document states otherwise (ie: City Charter, Section 47 states "An appropriation for a capital expenditure shall continue in force until expended, revised, or repealed; the purpose of any such appropriation shall be deemed abandoned if 3 years pass without any disbursement from or encumbrance of the appropriation.)

Assigned fund balance - amounts intended to be used by the City for specific purposes. City Council delegates the authority to classify fund balance as "assigned" to the City Manager.

Unassigned fund balance - amounts of General Fund fund balance not contained in the other classifications. Unassigned amounts are available for any purpose. If a governmental fund, other than the General Fund, has a fund balance deficit, it will be reported as a negative amount in the unassigned classification as these funds can never have a positive amount classified as unassigned.

City of Bonita Springs, Florida

Balance Sheet as of May 31, 2020

	General Fund	Special Revenue Funds							Debt Service	Debt Service	Total Governmental Funds	
		Impact Fee Funds			Grants	Building Fees	Downtown Area Revenue Sharing	Stormwater Management	Fund	Fund		
		Road	Park	Gas Tax					Downtown Redevelopment	2011 Debt		
ASSETS												
Cash and cash equivalents	\$ 24,494,725	\$ 20,475,542	\$ 3,367,611	\$ 3,620,515	\$ -	\$ 8,679,518	\$ 300,340	\$ 1,476,059	\$ 1	\$ 450,228	\$ 62,864,538	
Restricted Cash	-	-	-	-	-	-	-	-	-	-	-	
Receivables (net)	418,512	-	-	-	-	-	-	-	-	-	418,512	
Due from other funds	46,201	-	-	-	-	-	-	-	-	-	46,201	
Due from other governments	-	-	-	-	-	-	-	-	-	-	-	
Advances to other funds	-	-	-	-	-	-	-	-	-	-	-	
Total assets	\$ 24,959,438	\$ 20,475,542	\$ 3,367,611	\$ 3,620,515	\$ -	\$ 8,679,518	\$ 300,340	\$ 1,476,059	\$ 1	\$ 450,228	\$ 63,329,252	
LIABILITIES AND FUND BALANCES												
Liabilities:												
Accounts and contracts payable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Accrued liabilities	166,640	-	-	-	-	-	-	-	-	-	166,640	
Due to other funds	-	-	-	-	46,201	-	-	-	-	-	46,201	
Due to other governments	80	-	-	-	-	-	-	-	-	-	80	
Unearned revenue	-	-	-	-	-	-	-	-	-	-	-	
Total liabilities	166,720	-	-	-	46,201	-	-	-	-	-	212,921	
Total fund balances, beginning of the year	16,043,716	20,593,244	3,485,497	4,383,930	-	8,529,820	-	-	70,739	3,000,659	56,107,605	
Revenues and Other Financing Sources over (under) Expenditures and Other Financing Uses for the period ended May 31, 2020	8,749,002	(117,702)	(117,886)	(763,415)	(46,201)	149,697	300,340	1,476,059	(70,738)	(2,550,431)	7,008,726	
Fund balances as of May 31, 2020	24,792,718	20,475,542	3,367,611	3,620,515	(46,201)	8,679,518	300,340	1,476,059	1	450,228	63,116,331	
Total liabilities and fund balances	\$ 24,959,438	\$ 20,475,542	\$ 3,367,611	\$ 3,620,515	\$ -	\$ 8,679,518	\$ 300,340	\$ 1,476,059	\$ 1	\$ 450,228	\$ 63,329,252	



City of Bonita Springs, FL

General Fund Budget Report

Group Summary

For Fiscal: 2019-2020 Period Ending: 05/31/2020

ExpFinStmntLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 00 - General Fund					
Revenue					
311 - Ad Valorem Taxes	8,642,600.00	8,642,600.00	79,630.87	8,466,199.87	176,400.13
315 - Communications Services Taxes	1,231,504.00	1,231,504.00	116,916.42	779,790.90	451,713.10
316 - Local Business Taxes	35,700.00	35,700.00	229.81	8,654.73	27,045.27
319 - Other General Taxes	5,000.00	5,000.00	3,200.00	6,600.00	-1,600.00
323 - Franchise Fees	3,115,583.00	3,115,583.00	328,336.26	1,784,502.72	1,331,080.28
329 - Other Permits, Fees & Special Assessment	79,125.00	79,125.00	2,030.00	43,740.00	35,385.00
335 - State Shared Revenue	5,564,040.00	5,564,040.00	461,792.28	3,323,405.08	2,240,634.92
341 - General Government	525,680.00	525,680.00	1,250.00	208,804.49	316,875.51
343 - Physical Environment	96,300.00	96,300.00	0.00	66,500.00	29,800.00
347 - Culture/Recreation	136,000.00	136,000.00	923.55	75,544.45	60,455.55
349 - Other Charges for Services	61,500.00	61,500.00	0.00	52,590.88	8,909.12
351 - Judgements, Fines-Traffic	27,500.00	27,500.00	845.15	18,859.64	8,640.36
354 - Fines Local Ordinance	65,000.00	65,000.00	250.00	82,201.90	-17,201.90
361 - Interest & Other Earnings	205,000.00	205,000.00	6,781.98	170,206.80	34,793.20
362 - Rents & Royalties	30,000.00	30,000.00	1,037.64	18,679.86	11,320.14
366 - Contributions	0.00	4,180.00	0.00	4,640.00	-460.00
369 - Other Misc Revenues	32,805.00	32,805.00	19.79	44,654.36	-11,849.36
381 - Transfers In	2,186,936.00	2,447,189.00	0.00	2,432,188.26	15,000.74
Revenue Total:	22,040,273.00	22,304,706.00	1,003,243.75	17,587,763.94	4,716,942.06
Expense					
51 - General Government	6,688,421.00	6,721,421.00	362,634.01	3,197,804.08	3,523,616.92
52 - Public Safety	2,517,421.00	2,541,622.00	45,175.80	1,794,942.77	746,679.23
53 - Physical Environment	277,022.00	277,022.00	3,043.44	101,479.47	175,542.53
54 - Transportation	2,352,113.00	2,564,232.00	109,420.26	1,540,741.12	1,023,490.88
55 - Economic Environment	27,550.00	27,550.00	0.00	27,500.00	50.00
56 - Human Services	173,491.00	173,491.00	890.00	72,122.00	101,369.00
57 - Culture & Recreation	2,610,471.00	2,478,714.00	112,198.41	1,306,228.19	1,172,485.81
58 - Other Uses/Transfers Out	7,997,436.00	13,145,505.00	47,492.00	791,549.18	12,353,955.82
59 - Other Nonoperating	0.00	0.00	3,993.30	6,394.94	-6,394.94
Expense Total:	22,643,925.00	27,929,557.00	684,847.22	8,838,761.75	19,090,795.25
Fund: 00 - General Fund Surplus (Deficit):	-603,652.00	-5,624,851.00	318,396.53	8,749,002.19	-14,373,853.19
Total Surplus (Deficit):	-603,652.00	-5,624,851.00	318,396.53	8,749,002.19	



General Fund Department Expenditures Excluding Transfers

City of Bonita Springs, FL

Group Summary

For Fiscal: 2019-2020 Period Ending: 05/31/2020

Department	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 00 - General Fund					
101 - City Council	468,074.00	468,074.00	30,147.61	262,252.96	205,821.04
102 - Boards & Committees	150,000.00	159,182.00	0.00	19,302.74	139,879.26
201 - City Manager	451,941.00	451,941.00	28,528.55	261,446.71	190,494.29
211 - Planning & Zoning	1,881,691.00	1,881,691.00	133,814.19	1,172,541.79	709,149.21
220 - Law Enforcement/Security	1,815,729.00	1,815,729.00	2,625.60	1,365,745.41	449,983.59
230 - Neighborhood Services	677,262.00	701,463.00	39,953.39	416,159.67	285,303.33
240 - Information Technologies	187,576.00	187,576.00	28,162.15	99,296.01	88,279.99
250 - Public Works	2,563,645.00	2,766,582.00	112,463.70	1,638,768.19	1,127,813.81
260 - Emergency Preparedness	24,430.00	24,430.00	2,596.81	13,037.69	11,392.31
270 - Non-Departmental Expenditures	1,417,952.00	1,383,295.00	12,213.01	147,249.92	1,236,045.08
301 - City Attorney	770,305.00	770,305.00	39,102.21	376,137.76	394,167.24
401 - Administrative Services	461,808.00	489,865.00	27,010.30	248,254.00	241,611.00
402 - City Hall	162,855.00	169,455.00	7,777.47	101,563.51	67,891.49
410 - Human Resources	86,147.00	86,147.00	4,863.68	36,977.20	49,169.80
430 - Communications	647,273.00	680,273.00	26,450.60	340,112.75	340,160.25
501 - Finance	591,986.00	591,986.00	29,537.88	342,806.09	249,179.91
601 - Parks & Recreation Administration	658,843.00	601,406.00	36,333.09	358,326.15	243,079.85
602 - Recreation Center	389,854.00	389,854.00	17,210.48	237,818.95	152,035.05
603 - Community Park & Ball Fields	191,665.00	191,665.00	8,065.83	136,708.73	54,956.27
604 - Community Pool	353,218.00	353,218.00	22,637.90	213,422.81	139,795.19
605 - Riverside Park	208,733.00	130,233.00	1,653.77	48,149.74	82,083.26
609 - Formerly Community Hall/Sherriff Substation	14,905.00	14,905.00	942.54	5,620.69	9,284.31
610 - Dog Park	113,066.00	113,066.00	9,082.92	44,729.81	68,336.19
611 - Beach Parks	11,180.00	11,180.00	781.09	6,711.34	4,468.66
613 - BS Soccer Complex	92,118.00	92,118.00	2,670.57	53,838.27	38,279.73
614 - Kentucky Street Park	5,150.00	5,150.00	0.00	0.00	5,150.00
615 - Liles Hotel	54,171.00	54,171.00	1,519.76	26,839.34	27,331.66
617 - Bonita Nature Place	22,700.00	22,700.00	1,019.97	13,934.03	8,765.97
618 - Windsor Road Preserve	8,500.00	8,500.00	12.17	138.33	8,361.67
620 - Marni Fields	115,150.00	115,150.00	10,177.98	31,604.32	83,545.68
621 - BS River Park	15,011.00	15,011.00	0.00	11,091.27	3,919.73
622 - Cullum's Bonita Trail	9,800.00	9,800.00	0.00	2,892.00	6,908.00
623 - Carpenter Lane Canoe & Kayak	1,124.00	1,124.00	0.00	69.14	1,054.86
624 - Leitner Creek Neighborhood Park	4,277.00	4,277.00	0.00	1,982.88	2,294.12
626 - Oak Creek Preserve	13,350.00	13,350.00	0.00	5,775.00	7,575.00
883 - Veterans	5,000.00	5,180.00	0.00	1,907.37	3,272.63
890 - Film Festival	0.00	4,000.00	0.00	4,000.00	0.00
Fund: 00 - General Fund Total:	14,646,489.00	14,784,052.00	637,355.22	8,047,212.57	6,736,839.43
Total Surplus (Deficit):	-14,646,489.00	-14,784,052.00	-637,355.22	-8,047,212.57	



City of Bonita Springs, FL

Special Revenue Funds Budget Report

Group Summary

For Fiscal: 2019-2020 Period Ending: 05/31/2020

ExpFinStmntLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 10 - Gas Tax Fund					
Revenue					
312 - Local Option Taxes	1,657,560.00	1,657,560.00	148,594.03	954,161.84	703,398.16
335 - State Shared Revenue	290,546.00	290,546.00	17,304.69	157,482.63	133,063.37
361 - Interest & Other Earnings	40,000.00	40,000.00	1,045.00	33,614.00	6,386.00
Revenue Total:	1,988,106.00	1,988,106.00	166,943.72	1,145,258.47	842,847.53
Expense					
54 - Transportation	1,090,495.00	1,090,495.00	62,774.01	625,017.22	465,477.78
58 - Other Uses/Transfers Out	1,350,000.00	3,645,109.00	522,215.81	1,283,655.99	2,361,453.01
Expense Total:	2,440,495.00	4,735,604.00	584,989.82	1,908,673.21	2,826,930.79
Fund: 10 - Gas Tax Fund Surplus (Deficit):	-452,389.00	-2,747,498.00	-418,046.10	-763,414.74	-1,984,083.26
Fund: 13 - Grant Fund					
Revenue					
331 - Federal Grants	300,000.00	1,985,492.00	98,967.47	763,900.92	1,221,591.08
334 - State Grants	7,425,000.00	9,387,516.00	0.00	15.50	9,387,500.50
337 - Local Gvmt Grants	40,000.00	212,378.00	0.00	127,474.50	84,903.50
381 - Transfers In	40,000.00	40,000.00	0.00	10,336.00	29,664.00
Revenue Total:	7,805,000.00	11,625,386.00	98,967.47	901,726.92	10,723,659.08
Expense					
52 - Public Safety	80,000.00	80,000.00	5,984.00	36,064.00	43,936.00
58 - Other Uses/Transfers Out	7,725,000.00	11,545,386.00	26,184.72	911,863.64	10,633,522.36
Expense Total:	7,805,000.00	11,625,386.00	32,168.72	947,927.64	10,677,458.36
Fund: 13 - Grant Fund Surplus (Deficit):	0.00	0.00	66,798.75	-46,200.72	46,200.72
Fund: 14 - Road Impact Fee Fund					
Revenue					
324 - Impact Fees	2,557,595.00	2,557,595.00	0.00	3,116,022.57	-558,427.57
361 - Interest & Other Earnings	130,000.00	130,000.00	5,394.00	149,267.46	-19,267.46
Revenue Total:	2,687,595.00	2,687,595.00	5,394.00	3,265,290.03	-577,695.03
Expense					
58 - Other Uses/Transfers Out	12,281,477.00	19,450,057.00	3,217.20	3,382,992.10	16,067,064.90
Expense Total:	12,281,477.00	19,450,057.00	3,217.20	3,382,992.10	16,067,064.90
Fund: 14 - Road Impact Fee Fund Surplus (Deficit):	-9,593,882.00	-16,762,462.00	2,176.80	-117,702.07	-16,644,759.93
Fund: 16 - Park Impact Fee Fund					
Revenue					
324 - Impact Fees	298,410.00	298,410.00	0.00	272,430.00	25,980.00
361 - Interest & Other Earnings	28,000.00	28,000.00	936.00	30,115.00	-2,115.00
Revenue Total:	326,410.00	326,410.00	936.00	302,545.00	23,865.00
Expense					
58 - Other Uses/Transfers Out	438,000.00	3,082,980.00	-137,672.09	420,431.13	2,662,548.87
Expense Total:	438,000.00	3,082,980.00	-137,672.09	420,431.13	2,662,548.87
Fund: 16 - Park Impact Fee Fund Surplus (Deficit):	-111,590.00	-2,756,570.00	138,608.09	-117,886.13	-2,638,683.87
Fund: 18 - Stormwater Management					
Revenue					
325 - Special Assessments - Charges for Public Services	1,716,555.00	1,716,555.00	18,167.92	1,554,832.72	161,722.28
361 - Interest & Other Earnings	0.00	0.00	358.00	4,257.00	-4,257.00
Revenue Total:	1,716,555.00	1,716,555.00	18,525.92	1,559,089.72	157,465.28
Expense					
53 - Physical Environment	1,716,555.00	1,716,555.00	0.00	83,030.50	1,633,524.50

Special Revenue Funds Budget Report

For Fiscal: 2019-2020 Period Ending: 05/31/2020

ExpFinStmntLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Expense Total:	1,716,555.00	1,716,555.00	0.00	83,030.50	1,633,524.50
Fund: 18 - Stormwater Management Surplus (Deficit):	0.00	0.00	18,525.92	1,476,059.22	-1,476,059.22
Fund: 19 - Building Fees Fund					
Revenue					
322 - Building Permits	2,400,000.00	2,400,000.00	0.00	1,836,455.06	563,544.94
329 - Other Permits, Fees & Special Assessment	0.00	0.00	0.00	44,028.50	-44,028.50
361 - Interest & Other Earnings	110,000.00	110,000.00	2,314.00	74,423.00	35,577.00
Revenue Total:	2,510,000.00	2,510,000.00	2,314.00	1,954,906.56	555,093.44
Expense					
52 - Public Safety	2,733,911.00	2,733,911.00	226,040.47	1,805,209.24	928,701.76
54 - Transportation	0.00	9,383.00	0.00	0.00	9,383.00
58 - Other Uses/Transfers Out	1,127,000.00	1,184,700.00	0.00	0.00	1,184,700.00
Expense Total:	3,860,911.00	3,927,994.00	226,040.47	1,805,209.24	2,122,784.76
Fund: 19 - Building Fees Fund Surplus (Deficit):	-1,350,911.00	-1,417,994.00	-223,726.47	149,697.32	-1,567,691.32
Fund: 23 - Downtown Area Revenue Sharing					
Revenue					
311 - Ad Valorem Taxes	218,300.00	218,300.00	0.00	226,788.00	-8,488.00
337 - Local Gvmt Grants	919,600.00	919,600.00	0.00	955,380.00	-35,780.00
Revenue Total:	1,137,900.00	1,137,900.00	0.00	1,182,168.00	-44,268.00
Expense					
58 - Other Uses/Transfers Out	1,007,361.00	1,007,361.00	0.00	881,828.00	125,533.00
Expense Total:	1,007,361.00	1,007,361.00	0.00	881,828.00	125,533.00
Fund: 23 - Downtown Area Revenue Sharing Surplus (Deficit):	130,539.00	130,539.00	0.00	300,340.00	-169,801.00
Total Surplus (Deficit):	-11,378,233.00	-23,553,985.00	-415,663.01	880,892.88	



City of Bonita Springs, FL

Debt Service Funds Budget Report

Group Summary

For Fiscal: 2019-2020 Period Ending: 05/31/2020

ExpFinStmntLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 20 - 2011 Debt Fund					
Revenue					
361 - Interest & Other Earnings	5,000.00	5,000.00	154.00	4,788.00	212.00
381 - Transfers In	2,171,936.00	2,171,936.00	0.00	2,171,936.00	0.00
Revenue Total:	2,176,936.00	2,176,936.00	154.00	2,176,724.00	212.00
Expense					
51 - General Government	2,555,225.00	2,555,225.00	0.00	2,555,218.90	6.10
58 - Other Uses/Transfers Out	2,171,936.00	2,171,936.00	0.00	2,171,936.00	0.00
Expense Total:	4,727,161.00	4,727,161.00	0.00	4,727,154.90	6.10
Fund: 20 - 2011 Debt Fund Surplus (Deficit):	-2,550,225.00	-2,550,225.00	154.00	-2,550,430.90	205.90
Fund: 21 - 2014 Debt Fund					
Revenue					
381 - Transfers In	1,007,361.00	1,007,361.00	0.00	881,828.00	125,533.00
Revenue Total:	1,007,361.00	1,007,361.00	0.00	881,828.00	125,533.00
Expense					
51 - General Government	1,078,100.00	1,078,100.00	0.00	952,566.00	125,534.00
Expense Total:	1,078,100.00	1,078,100.00	0.00	952,566.00	125,534.00
Fund: 21 - 2014 Debt Fund Surplus (Deficit):	-70,739.00	-70,739.00	0.00	-70,738.00	-1.00
Total Surplus (Deficit):	-2,620,964.00	-2,620,964.00	154.00	-2,621,168.90	



City of Bonita Springs, FL

Capital Project Funds Budget Report

Group Summary

For Fiscal: 2019-2020 Period Ending: 05/31/2020

ExpFinStmntLineItem;RevAccountType	Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Fund: 30 - Cap Projects Fund					
Revenue					
366 - Contributions	0.00	0.00	0.00	0.00	0.00
369 - Other Misc Revenues	0.00	0.00	0.00	0.00	0.00
381 - Transfers In	28,481,977.00	48,517,219.00	457,953.64	4,127,683.11	44,389,535.89
Revenue Total:	28,481,977.00	48,517,219.00	457,953.64	4,127,683.11	44,389,535.89
Expense					
51 - General Government	1,982,500.00	2,783,402.00	12,000.00	161,992.40	2,621,409.60
53 - Physical Environment	12,936,936.00	16,805,743.00	4,875.00	152,481.82	16,653,261.18
54 - Transportation	12,734,541.00	28,023,993.00	437,591.14	3,762,289.39	24,261,703.61
57 - Culture & Recreation	828,000.00	904,081.00	3,487.50	50,919.50	853,161.50
Expense Total:	28,481,977.00	48,517,219.00	457,953.64	4,127,683.11	44,389,535.89
Fund: 30 - Cap Projects Fund Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00
Fund: 31 - Other Capital Projects Fund					
Revenue					
366 - Contributions	0.00	0.00	0.00	0.00	0.00
381 - Transfers In	210,000.00	1,049,329.00	3,484.00	220,284.67	829,044.33
Revenue Total:	210,000.00	1,049,329.00	3,484.00	220,284.67	829,044.33
Expense					
53 - Physical Environment	0.00	0.00	0.00	0.00	0.00
55 - Economic Environment	150,000.00	312,869.00	0.00	24,575.00	288,294.00
57 - Culture & Recreation	60,000.00	736,460.00	3,484.00	195,709.67	540,750.33
Expense Total:	210,000.00	1,049,329.00	3,484.00	220,284.67	829,044.33
Fund: 31 - Other Capital Projects Fund Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00
Total Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-06-157
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Approve a special event permit for the Firework Show on July 4, 2020.			
MEETING DATE: 6/17/2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐ PRESENTATIONS	☐ STATUTE	Lora Taylor Director of Communications	
☒ CONSENT	☒ ORDINANCE		
☐ PUBLIC HEARING	☐ ADMIN. CODE		
☐ MAYOR AND COUNCIL MEMBER ITEMS	☐ OTHER		
☐ MAYOR AND COUNCIL MEMBER'S REPORTS			
☐ CITY ATTORNEY ITEMS			
☐ CITY MANAGER ITEMS			
BACKGROUND: During the June 3rd City Council meeting, City Council voted to host a firework show on July 4, 2020. Per Ordinance 18-02, fireworks in the City of Bonita Springs require a special event permit. Staff is requesting approval of the special event permit authorizing the firework show. The firework show will be held at the Naples-Fort Myers Greyhound Racing & Poker site located at 10601 Bonita Beach Road, Bonita Springs, 34135. The show will begin at 9:00pm. Staff has coordinated with Lee County Sheriff's Office and Bonita Springs Fire Control and Rescue District. Funds are available in the special event budget for the Fourth of July (00.430.574.4804). Staff recommends not permitting the amplified sound to exceed 65dB from the point of the closest residence during the duration of the event. Attachments: Special event permit application			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☐ YES ☒ NO IF YES, WHICH STRATEGIC OBJECTIVE?			
STAFF RECOMMENDATIONS: Approve a special event permit for the Firework Show on July 4, 2020.			
REVIEWED BY: City Manager: _____ City Attorney: _____ City Clerk: _____ Department Director: <u>Lora Taylor</u> 			
COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			



The City of Bonita Springs Presents

A DRIVE-IN Firework & Laser Light Show

Star Spangled Bonita 2020

Bring your car and join us under the stars for an amazing display of Fireworks and Lasers in celebration of Independence Day!

Saturday, July 4th, 2020

Naples Fort Myers Greyhound Racing & Poker
10601 Bonita Beach Rd SE, Bonita Springs, FL
34135

Gate opens at 8pm | Show starts at 9pm

Due to COVID-19 attendees will be asked to remain in their vehicle and park with space between vehicles. No tailgating, alcohol, personal fireworks/sparklers will be permitted.

There is also an option to watch from home, visit the link below for viewing information.
cityofbonitasprings.org/fireworks



For more information visit www.cityofbonitasprings.org or call (239)-949-6262



With Covid-19, our community has had to change the way we work, socialize and live. While it has been difficult at times, we have witnessed perseverance and the strength of our community. To our health care workers, parents, students, teachers, first responders, frontline workers and neighbors, the City of Bonita Springs says thank you.

The City of Bonita Springs is hosting a drive in Firework and Laser Light Show on July 4th at Naples Fort Myers Greyhound Racing & Poker 10601 Bonita Beach Rd SE, Bonita Springs, FL 34135. The show begins at 9pm. We ask all attendees to stay in their vehicle for the show.

We also know that some of our community members would prefer to celebrate Independence Day safely from their home, so we are accommodating that as well! You can watch the show from your home, by accessing the live feed via the city website at this link cityofbonitasprings.org/fireworks

Also, If you are a Bonita resident, you can access the show by watching the live feed on these cable channels: Comcast, channel 98. Summit Broadband Cable Channel 96. Hotwire, channel 398. Century Link/Prism TV, channel 87.

237/323

We look forward to celebrating July 4th with you in a safe manner. Questions, please call 239-949-6262 or visit cityofbonitasprings.org/fireworks

**SPECIAL EVENT
PERMIT APPLICATION**

PERMIT. SEP- _____



City of Bonita Springs
9101 Bonita Beach Road

Date Received: _____ Effective Date/Time: _____
Application Fee: \$50.00 Phone: 239/949-6262 Fax: 949-6239
\$25.00 (501C3 organizations)
Fee is non-refundable

Use this form for: Parades, Festival/Carnival, Any Activity Requiring Off-Site Parking, Street Closure, Sound Amplification or City Personnel, Run/Race/Walk, Art Shows, Concerts, Special Musical Presentation, Street Dances, Photography Shoots, and Fireworks. Completed application with all necessary attachments is required thirty (30) days prior to actual event if going before City Council, but may be waived by the Special Events and Park Coordinator. For information call 949-6262.

Organization: City of Bonita Springs
Nature of Event: July 4th Fireworks Display
Location (Attach Site Plan): Naples Fort Myers Greyhound Track
10601 Bonita Beach Rd SE, Bonita Springs, FL 34135

Set-Up Time Actual Event Times Take Down Time

Date: July 4, 2020 5pm to 8pm 9pm to 9:30pm 9:30pm to 11pm
For multiple dates, please attach letter.

Has this event been held in the past? No If so, when was the last event? _____
Individual Contact for Activity/Event: Lora Taylor Phone: 239-949-6262
Address: 9101 Bonita Beach Road, Bonita Springs, FL 34135 Fax: 239-949-6239
E-Mail Address: Lora.taylor@cityofbonitasprings.org
Major Sponsor(s): City of Bonita Springs
Promoter(s): N/A Phone or Contact #: _____

- | | Yes | No |
|--|-------------------------------------|-------------------------------------|
| 1. Crowd: Is anticipated crowd size 1,000 or more? Actual Anticipated number: <u>3,000</u> | ☒ | ☐ |
| 2. Parking: Will off-site parking be provided? _____ | ☐ | ☒ |
| Will "shuttle" service to parking be provided? By whom? _____ | ☐ | ☒ |
| 3. Streets/Traffic: Will any street(s) or sidewalk(s) be closed? <u>(If yes, provide location on site plan.)</u> Signs, barricades and traffic control plans will be the responsibility of the applicant and will be required in conjunction with Lee County Sheriff's Office, Public Works and the Fire District for review and approval. | ☐ | ☒ |

Note: If any traffic will be affected on U.S. 41 a separate permit must be filed with the Florida Department of Transportation, District One, P.O. Box 1030, Ft. Myers, FL 33902. (239) 694-2941

- | | Yes | No |
|---|-------------------------------------|-------------------------------------|
| 4. Noise: Will there be amplified music or entertainment? If yes, please attach type(s) of Entertainment and time(s) of performances(s).
Music soundtrack with fireworks | ☒ | ☐ |
| 5. City Co-Sponsorship:
Is City co-sponsorship being requested? If yes, please explain with letter of attachment, listing benefitting organizations. | ☒ | ☐ |
| 6. Fireworks: Is this a public <u> X </u> or private _____ display? Applicant must comply with State Law F.S. 791; and NFPA 1123 and obtain any applicable Lee County permit. | ☒ | ☐ |
| 7. Banners, Signs, Etc.: Will exterior banners, balloons, signs or other types of advertising techniques be used? Temporary signs may only be placed in accordance with the Sign Ordinance. | ☒ | ☐ |
| 8. Alcohol Beverages: Will alcoholic beverages be sold _____ or consumed _____ on the premises? Please check one or both. A copy of the Florida Beverages Commission permit is required to finalize before event. Permit Holder: _____
Division of Alcoholic Beverages and Tobacco: (239) 278-7195. | ☐ | ☒ |
| 9. Security: Will private security be provided to protect exhibits, equipment or facilities brought on-site for the event? Name of Company: _____
Contact Number: _____ | ☐ | ☒ |
| 10. Private Property: Does the applicant own the property where the event is to be held? If not, please attach a letter of permission from the property owner. | ☐ | ☒ |
| 11. Public Safety: Will Police and Fire District Personnel be requested? (Based on responses to questions 1-6 certain Public Safety personnel may be required, i.e., Lee County Sheriff's Office, emergency services, fire, etc. Once staffing needs are determined, applicant will be required to provide copies of its contracts detailing obligated public safety staff necessary for event. | ☒ | ☐ |
| 12. Tents/Canopies: Will tents or canopies be used? <u>If yes, indicate on site plan the tent size, location, and type of surface on which the tent(s) will be installed and intended use of each tent.</u> | X | ☐ |
| 13. Air Conditioning Units/Power Generators: Will exterior air conditioning units or power generating equipment be operated from vehicles or trailers? <u>If yes, indicate location of equipment on-site plan.</u> | ☐ | ☒ |
| 14. Food/Cooking: Will food be cooked _____ catered _____ on-site during this event? <u>Indicate on site plan the location of vendors and cooking equipment to be used.</u>
(Appropriately rated fire extinguishers required.) Lee County Health Department approval is required to finalize permit before event. Environmental Health Section: (239) 332-9559. | ☐ | ☒ |

	Yes	No
15. Sanitary Facilities:		
Will temporary sanitary facilities be provided? <u>If yes, indicate location on site plan.</u>	X	☐
Will disposable cardboard trash receptacles be provided? <u>If yes, indicate on site plan.</u>	☒	☐
Will additional refuse containers/dumpsters be provided?	☒	☐
If yes, by whom: <u>Advanced Disposal</u>		

16. Insurance Requirement: (Events on City property or City co-sponsored) Please provide the City of Bonita Springs with a Certificate of Insurance for property and liability coverage of the event, naming the City as additional insured. (Liability - \$1,000,000 each occurrence, \$2,000,000 aggregate; Property Damage - \$500,000). Must be provided to finalize permit before event.

DURING REVIEW BY VARIOUS CITY DEPARTMENTS, ADDITIONAL CONDITIONS MAY BE IMPOSED. THIS PERMIT IS VALID ONLY FOR THE TIME INDICATED ON THIS PERMIT. IN THE EVENT THAT THE APPLICANT FAILS TO FULFILL THE REQUIREMENT(S) AS SET FORTH IN THIS PERMIT OR FAILS TO OBTAIN PROPER AUTHORIZATION TO PROCEED, IF CONDITIONS HAVE CHANGES, OR THE EXPECTED OUTCOMES, IMPACTS, OR SPECIFICATIONS, INCLUDING BUT NOT LIMITED TO TIME AND ACTIVIES, THE PERMIT MAY BE CANCELLED BY THE CITY MANAGER AND THE ACTIVITY SHALL CEASE IMMEDIATELY.

I, the undersigned, will indemnify, defend and hold harmless, the City of Bonita Springs, its agents, employees, officers and any and all other associates, from and against any and all actions, in law or in equity, from liability or claims for damages, demands or judgments to any person or property which may result now or in the future from the conduct of this event.

The undersigned has read and voluntarily signed the release and waiver of liability and Indemnity Agreement, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

		Comments: _____
Signature of Applicant	Date	
		Comments: _____
City Manager	Date	

Application Fee is non refundable.

**2020 4th of July
Drive In Firework
Show**

**Entrance for
Firework show**

Launch Area

**Car Drive In Area
Maximum Capacity (700 Cars)**

Exit

LICENSE AGREEMENT
JULY 4, 2020 Firework Show

THIS AGREEMENT is entered into this 10th day of June, 2020, between Naples-Fort Myers Greyhound Racing & Poker, hereinafter called the "Owner", and the City of Bonita Springs, hereinafter called the "City".

WHEREAS, the City of Bonita Springs desires to have a location for its July 4, 2020 Firework Show; and

WHEREAS, Owner has given permission for the Naples-Fort Myers Greyhound Racing & Poker site for use of the City; and

WHEREAS, the purpose of this Agreement is to establish the terms for the use the Owner's real property at 10601 Bonita Beach Road, Bonita Springs, Florida for the July 4, 2020 firework show, hereinafter called the "Property".

NOW, THEREFORE, the Parties agree as follows:

1. Owner agrees to allow the City of Bonita Springs to use a portion of the Naples-Fort Myers Greyhound Racing & Poker site, for the July 4, 2020 Firework Show, as described in Exhibit A, attached hereto.
2. City will be responsible for maintenance, traffic, garbage, as well as any services such as janitorial and other charges associated with common area maintenance for the course of the event.
3. Any Vendors operating at the event will be the City's, exclusive to the event as determined by City staff.
4. City will be allowed to set up any equipment and furnishings on the Property beginning at 8:00 A.M. on Friday, July 3, 2020. City, at its sole expense, will provide any equipment necessary for the firework show, such as tables, tents, etc. Removal of all equipment and furnishings will be by July 5, 2020 at 5:00 p.m., unless verbally granted additional time by Owner.
5. The City agrees to pay Owner a fee of \$1,000.00 that must be paid in full prior to the event date.
6. This Agreement will terminate upon completion of the event.
7. The City is an insured entity and certifies that its policies are adequate to maintain sufficient coverage for general liability, bodily injury and property damage. City will provide a certificate of coverage to Owner in the amount of Two Million for the duration of the event.
8. This Agreement is not assignable.

9. Notices: All notices required to be sent by regular mail to:

If to Owner: Juan Fra
Naples-Fort Myers Greyhound Racing & Poker
10601 Bonita Beach Rd SE
Bonita Springs, FL 34135

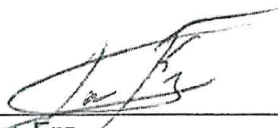
If to City: Lora Taylor
Director of Communications
City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, Florida 34135

CITY OF BONITA SPRINGS



Lora Taylor

NAPLES-FORT MYERS GREYHOUND
RACING AND POKER



Juan Fra

Naples-Ft. Myers Greyhound Track

10601 Bonita Beach Rd.
Bonita Springs, FL 34135
Phone: (239) 992-2411

INVOICE

INVOICE # 10200
DATE: 6-10-2020

TO:

City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, Florida 34135

SHIP TO:

City of Bonita Springs
9101 Bonita Beach Road
Bonita Springs, Florida 34135

COMMENTS OR SPECIAL INSTRUCTIONS:

Firework Show

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
Shareena Cohen	N/A	N/A	N/A	N/A	Due Before Event

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	Owner Fees		1000.00

SUBTOTAL \$1000.00

SALES TAX 0.00

SHIPPING & HANDLING 0

TOTAL DUE \$1000.00

Make all checks payable to **Naples-Ft. Myers Greyhound Track**
If you have any questions concerning this invoice, contact :

Shareena Cohen

Email: scohen@naplesfortmyersdogs.com

THANK YOU FOR YOUR BUSINESS!



Miami
20209 NE 15th Ct
Miami, FL 33179
Phone: 305-690-6885
Fax: 305-690-6881
www.lasernet.com

Quote Number	20-0022
Name	July 4 Bonita 2020
Account Manager	Glenn Wright
Quote Date	6/8/2020

Client
City of Bonita Springs Lora Taylor 9101 Bonita Beach Rd Bonita Springs, FL 34135 Phone: 239-949-6260 lora.taylor@cityofbonitasprings.org

Ship to:
City of Bonita Springs Lora Taylor 9101 Bonita Beach Rd Bonita Springs, FL 34135 Phone: 239-949-6260 lora.taylor@cityofbonitasprings.org

Ship Date	Return Date	Status	Terms	Total
7/3/2020 2:00 PM	7/5/2020 1:00 PM	Inquiry	50% Dep/50% at show	\$23,675.00

Terms and conditions of Agreement

Laser Production Network, Inc. (LPN) agrees to rent to Client the listed equipment on the proposal provided subject to the terms and conditions set forth below.

Acceptance - All proposals will be valid for a period of 10 days from the proposal date. In the event the proposal is not accepted, signed, and returned to LPN within this period, it will be void. All prices are subject to change without notice following the acceptance period. When accepting proposal, client agrees to use the equipment in a proper manner and agrees that, in the event any of the rented equipment is lost or damaged before it is returned, they will promptly pay an amount equal to the reasonable cost of repair or replacement.

Charges - It is understood that the rental commences as of the date and time specified and ends only when the rented equipment is returned. Should said property not be returned to LPN at the time specified, Client agrees to pay additional rental charges. It is agreed that if the Client fails to pay the rental charges, or if default is made in any of the other terms hereof, LPN may at once take possession of said rented equipment wherever the same may be found and remove the same, and LPN or its agents shall in no way be liable for any claims for damages or injury in the removal of said equipment.

Client further agrees that all charges for rental will be paid as specified in proposal and that all collection fees, attorney's fees, or any other expense incurred in collecting rental charges will be paid by Client. If credit card is supplied by Client to LPN, Client acknowledges and grants LPN the unequivocal right to recover from Client's credit card any charges or amounts due to LPN until paid in full.

Payment - All payments for services are due as marked on this quotation. Unless otherwise noted on this quotation, balance will be due upon arrival of LPN at venue. Interest of 1.25% per month will be charged for past due balances. Payment of Deposit by Client to LPN will be considered as acceptance of LPN standard terms and conditions even if this document is not signed and returned.

Credit Cards - The quoted price reflects a 4% discount for customers that pay with cash or check. We accept Visa, Mastercard, and American Express but cannot extend the discount for credit card purchases.

Cancellations and Refunds - All deposits and payments are non refundable. Should the Client cancel for any reason, once deposit has been accepted, the full balance of the project becomes due.

Damage - LPN is hereby released from any and all claims for damages to Client, by reason of use of said property. Client agrees to indemnify LPN from any and all claims for damage to any person or property by reason of the use of said property by Client or any other from start of rental until said property is returned to LPN.

Indemnity - To the greatest extent permitted by law, Client shall indemnify, defend, hold and save LPN, its officers shareholders, directors, agents, employees, and independent contractors, harmless from all claims and expenses, including court costs and attorney's fees, from damages including death and injury to persons or property which are related in any manner, directly or indirectly, to this lease or the equipment which is the subject hereof, regardless of whether injury is caused in whole or in part by the passive or active negligence, including the gross negligence, of LPN or any other act or omission of LPN or its agents.

Insurance Certificates - LPN may require a certificate of insurance as a prerequisite to the rental of equipment. Client is responsible for all equipment and legal fees connected with rental or collection. Client assumes liability for damages incurred to

the equipment during rental period and will be charged for any lost or damaged equipment. Upon request, LPN will issue Client an additional insured certificate covering Client and or venue for up to 2 million dollars in liability coverage.

Expenses and Freight - Unless otherwise stated in this quotation all freight charges, and travel expenses, including, but not limited to technician's airfare, hotel, per diem charges, ground transportation charges; are considered additional charges for the Client and will be invoiced.

This quotation is based on information and specifications given by the customer at time of proposal. LPN is not responsible for correcting any inadequacies as a result of customer omissions or changing specifications. Conditions at time of show may require additional labor/equipment charges to correct. These additional charges are for the account of the Client.

Fog/Haze - The lasers are dependent upon fog or haze. Client will not hold LPN responsible for the impact of the lasers if Client provided fog/haze is not correct AND/OR if the venue does not allow the use of fog/haze.

Outdoor Shows - requires FAA approval, LPN will obtain this at no charge. If FAA approval is not possible, LPN will terminate all beams (not allow beams to go free into airspace).

Weather Conditions - If weather conditions arise that prevent the show from commencing, LPN will reschedule the show for the following date. Client will not be charged for the additional show day rental; however, the Client will be responsible for all expenses that are incurred for the schedule change. These fees include, but are not limited to, show labor, hotel, per diem, and all travel charges related to the show change. If the rain date cannot be the next day, then LPN will offer Client a credit of equal to 50% of the total show fee to be used on another event within 6 months from the date of the original show. However, if LPN is already on site when the show is rescheduled or cancelled, payment in full is still required.

Personal Guaranty - the Guarantor hereby unconditionally and irrevocably guarantees payment of the amounts agreed to be paid under this Agreement, including payment for the equipment rental, any other damages or indemnity agreed to, including, but not limited to, attorney fees as described above.

The foregoing information is deemed confidential and is to be used solely by the prospective Client. Equipment is subject to availability.

Date: 6/12/2020

Company
Signature: T/Harman

Name/Title: T/HARMAN - LaserNet

Date: 6-10-20

Client
Signature: A

Name/Title: Arleen Hunter



U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives
Federal Explosives Licensing Center
244 Needy Road
Martinsburg, West Virginia 25405

901090: CRR/FLS
5400
File Number: 9NV00229

05/09/2019

SUBJECT: **EMPLOYEE POSSESSOR LETTER OF CLEARANCE** for:

GLENN STUART WRIGHT

PYROTECHNICIAN/HELPER
(954)330-1668

951 SW 83RD AVE
NORTH LAUDERDALE, FL 33068-3418

and is ONLY valid under the following Federal explosives license/permit:

9-NV-003-23-1J-00229

PYROTECNICO F/X LLC
PYROTECNICO
6963 SPEEDWAY BLVD SUITE 104
LAS VEGAS, NV 89115

Dear GLENN WRIGHT:

You have been approved to transport, ship, receive or possess explosive materials as an employee possessor under the Federal explosive license or permit indicated above. **This clearance is only valid under the license or permit referenced above.**

Sincerely,

Christopher R. Reeves

Christopher R. Reeves
Chief, Federal Explosives Licensing Center (FELC)

FELC Customer Service. If you believe that information on your "Letter of Clearance" is incorrect, please return a COPY of the letter to the Chief, Federal Explosives Licensing Center (FELC), with a statement showing the nature of the error. The Chief, FELC, shall correct the error, and return an amended letter to you.

Mail: ATF
Chief, FELC
Attn.: LOC Correction
244 Needy Road
Martinsburg, West Virginia 25405

Fax: 1-304-616-4401
Chief, FELC
Attn.: LOC Correction

Call toll-free: 1-877-283-3352

WWW.ATF.GOV
247/323





Laser Production Network
 20209 NE 15th Ct
 Miami, FL 33179
 Phone: 305-690-6885
 Fax: 305-690-6881
 www.lasernet.com

Quote
 Quote Number: 20-0022
 July 4 Bonita 2020

Client	Venue / Site	Ship to:
City of Bonita Springs Lora Taylor 9101 Bonita Beach Rd Bonita Springs, FL 34135 Phone: 239-949-6260 lora.taylor@cityofbonitasprings.org	Greyhound Racing & Casino 10601 Bonita Beach Rd SE Bonita Springs, FL 34135 US	City of Bonita Springs Lora Taylor 9101 Bonita Beach Rd Bonita Springs, FL 34135 Phone: 239-949-6260 lora.taylor@cityofbonitasprings.org

Account Manager	Shipping Method	Customer PO	Warehouse	Terms	Tax Rule
Glenn Wright	Box Truck		Miami	50% Dep/50% at show	Tax Exempt

Ship Date	Load In	Show Start	Load Out	Return Date	Discount
7/3/2020 2:00 PM	7/3/2020 4:00 PM	7/4/2020 9:00 PM	7/4/2020 11:30 PM	7/5/2020 1:00 PM	

Type	Qty.	Description	Note	Time	Rate	Price	Price Ext.
Laser Projector							
Rental	4	ScannerPro LT15				1,500.00	6,000.00
Rental	4	Laser Power Cord				0.00	0.00
						Laser Projector Total:	\$6,000.00
Control							
Rental	1	FB3 BEYOND 4.0				0.00	0.00
Rental	4	FB4 DMX				0.00	0.00
Rental	1	Elation DMX controller				0.00	0.00
Rental	1	APC40 Controller				0.00	0.00
Rental	1	Fogger Remote 5 Pin				0.00	0.00
Rental	1	LPN Net Switch				0.00	0.00
						Control Total:	\$0.00
Control Cables							
Rental	4	DB25 100ft				0.00	0.00
Rental	4	DB25 50ft				0.00	0.00
Rental	6	CAT5 Shorty				0.00	0.00
						Control Cables Total:	\$0.00
DMX							
Rental	3	DMX 3 100ft				0.00	0.00
Rental	1	3M to 5F Converter				0.00	0.00
Rental	1	3F to 5M Converter				0.00	0.00
						DMX Total:	\$0.00
Power							
Rental	2	Power 110V 25ft				0.00	0.00
Rental	6	Power 110 50ft				0.00	0.00
Rental	6	Power 110 100ft				0.00	0.00
Rental	1	Power 110v 150ft				0.00	0.00
Rental	4	Triple Tap				0.00	0.00
Rental	4	Power Strip				0.00	0.00
Rental	3	Quad Box				0.00	0.00
Rental	1	10' Triple Tap Extension				0.00	0.00
Rental	1	50' Triple Tap Extension				0.00	0.00
						Power Total:	\$0.00
Cases							
Rental	1	Tool Case Bk				0.00	0.00
						Cases Total:	\$0.00

Type	Qty.	Description	Note	Time	Rate	Price	Price Ext.
Show supplies							
Rental	2	Black gaff tape				0.00	0.00
Rental	1	White gaff tape				0.00	0.00
Retail	1	Caution Tape				0.00	0.00
Rental	10	Bungee Cord				0.00	0.00
Rental	1	Cable Tie				0.00	0.00
Rental	8	Tarp				0.00	0.00
Rental	4	BBQ Cover				0.00	0.00
Rental	2	Cable Jacket				0.00	0.00
Rental	3	Camping Chair				0.00	0.00
Rental	19	Green Metal Spike				0.00	0.00
Rental	1	Cooler				0.00	0.00
Rental	1	Folding Table 4 foot				0.00	0.00
Rental	1	Work Light				0.00	0.00
Rental	1	Pop Up Tent				0.00	0.00
Retail	4	Electrical Tape				0.00	0.00
Show supplies Total:							\$0.00
Smoke Machines & Fans							
Rental	2	Stage Fogger DMX				0.00	0.00
Rental	2	G300 FLUID				0.00	0.00
Rental	1	SM Black&Gray Fan				0.00	0.00
Rental	1	Fan SM - Blue	With attachment for tubing			0.00	0.00
Rental	1	Clear Plastic Tubing				0.00	0.00
Smoke Machines & Fans Total:							\$0.00
Computers							
Rental	1	Laptop				0.00	0.00
Rental	1	Monitor				0.00	0.00
Rental	1	UPS Backup				0.00	0.00
Computers Total:							\$0.00
Radios							
Rental	2	Radio/Base				0.00	0.00
Rental	2	Radio Battery				0.00	0.00
Radios Total:							\$0.00
Truss & Pipe							
Rental	4	Truss 8 ft				0.00	0.00
Rental	4	BLK Truss Base				0.00	0.00
Rental	4	SLVR Truss Base				0.00	0.00
Rental	1	Truss Tool Kit	tools and bolts			0.00	0.00
Truss & Pipe Total:							\$0.00
Hand trucks, dollies							
Rental	1	GREY HAND TRUCK				0.00	0.00
Rental	1	Orange Kart				0.00	0.00
Hand trucks, dollies Total:							\$0.00
Ladder							
Rental	2	Little Giant 6 ft				0.00	0.00
Ladder Total:							\$0.00
Rental	1	Pyro	30 minute show to custom soundtrack			17,000.00	17,000.00
Labor	1	Custom Music Soundtrack Creation 7/3/2020 2:00 PM - 7/5/2020 1:00 PM				675.00	675.00

Notes:

Client is to provide Hotel rooms for 3 technicians for July 3 and 4th
Power for equipment
Security to keep people back from Pyro site.
FM transmitter to broadcast show will be additional

Subtotal:	\$23,675.00
Sales Tax:	\$0.00
Discount:	\$0.00
Delivery and Pickup:	\$0.00
Total:	\$23,675.00
Total Applied Payments:	\$0.00
Balance Due:	\$23,675.00



20209 NE 15th Ct
Miami, FL 33179

ESTIMATE

Date	Order #
6/11/2020	062720309

Name / Address
Bonita Springs ATTN: Lora Taylor

Project		Terms	FOB	Other
FM Broadcast Rental		On site		
Description		Qty	Rate	Total
FM Broadcast system This system will allow everyone to hear the show on their own Car radios!		1	750.00	750.00
			Subtotal	\$750.00
Phone #	Fax #	E-mail	Sales Tax (0.0%)	\$0.00
305-690-6885	305-690-6881	chris@lasernet.com	Total	\$750.00

Bonita Spring Firework Specifications

July 4th 2020

All products used conform to 49 CFR 173.56(j)(1) and APA Standard 87-1 otherwise known as Consumer class fireworks.

For any other enquiries please feel free to contact Glenn Wright at Lasernet

Office 305 690 6885 Mobile 954 330 1668

Glenn_s_wright@yahoo.com



INTERNATIONAL LASER DISPLAY ASSOCIATION

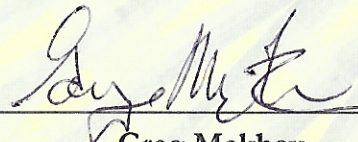
LASER SAFETY OFFICER

For U.S. Laser Light Shows and Displays

Certificate of Completion

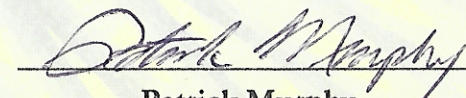
awarded to

Glenn Wright


Greg Makhov
Course Instructor

SEPT 10 2010

Date


Patrick Murphy
ILDA Executive Director

254323

Florida DRIVER LICENSE

USA

4d DLN **W623-280-55-020-0** 9 CLASS **E**

1 **WRIGHT**
2 **GLENN**
8 **951 SW 83RD AVE**
N LAUDERDALE, FL 33068-3416

3 DOB **01/20/1955** 15 SEX **M** SAFE DRIVER
4b EXP **01/20/2022** 16 HGT **5'-11"**
12 REST **NONE** 9a END **NONE**

4a ISS **01/11/2014**
5 DD **X631810100010**
REPLACED **10/10/2018**

Operation of a motor vehicle constitutes consent to any sobriety test required by law.

DONOR

UNITED STATES OF AMERICA **PERMANENT RESIDENT**

WRIGHT GLENN S 20 JAN 1955

Surname **WRIGHT**
Given Name **GLENN S**
USCIS# **097-160-210** Category **IF1**
Country of Birth **United Kingdom**
Date of Birth **20 JAN 1955** Sex **M**
Card Expires: **11/16/27**
Resident Since: **10/27/04**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BB Insurance Marketing Inc 10167 W Sunrise Blvd, 3rd Floor Plantation FL 33322	CONTACT NAME: Certificates Department PHONE (A/C, No, Ext): 888-728-0817 E-MAIL ADDRESS: certificates@bbimi.com	FAX (A/C, No): 954-452-0450
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : AGCS Marine Insurance Co		
INSURER B : Tokio Marine Specialty Ins Co		23850
INSURER C : Metropolitan Life Insurance Co		
INSURER D : Bridgefield Employers Ins Co		10701
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1716257611

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		PPK2055715	10/28/2019	10/28/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			CA032500P2019	10/28/2019	10/28/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐ N / A		0830-55900	10/28/2019	10/28/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	INLAND MARINE			MXI93012202-008129	1/1/2020	1/1/2021	RENTED EQUIP 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Laser Light Entertainment - Sales, Service, Rental w/operators.

Certificate Holder is additional insured with respect to general liability when required to be named as such per written contract, and in accordance with all terms of the Additional Insured Endorsement attached to the policy.

CERTIFICATE HOLDER**CANCELLATION**Southwest Florida Enterprises, Inc
10601 Bonita Beach Road SE
Bonita Springs FL 33135

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BB Insurance Marketing Inc 10167 W Sunrise Blvd, 3rd Floor Plantation FL 33322	CONTACT NAME: Certificates Department PHONE (A/C, No, Ext): 888-728-0817 E-MAIL ADDRESS: certificates@bbimi.com FAX (A/C, No): 954-452-0450														
INSURED Laser Production Network Inc dba The Spaceport Corporation 20209 NE 15th Ct Miami FL 33179	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : AGCS Marine Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B : Tokio Marine Specialty Ins Co</td> <td>23850</td> </tr> <tr> <td>INSURER C : Metropolitan Life Insurance Co</td> <td></td> </tr> <tr> <td>INSURER D : Bridgefield Employers Ins Co</td> <td>10701</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : AGCS Marine Insurance Co		INSURER B : Tokio Marine Specialty Ins Co	23850	INSURER C : Metropolitan Life Insurance Co		INSURER D : Bridgefield Employers Ins Co	10701	INSURER E :		INSURER F :	
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INSURER C : Metropolitan Life Insurance Co															
INSURER D : Bridgefield Employers Ins Co	10701														
INSURER E :															
INSURER F :															

COVERAGES
CERTIFICATE NUMBER: 1416807000

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	0830-55900	10/28/2019	10/28/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	INLAND MARINE			MXI93012202-008129	1/1/2020	1/1/2021	RENTED EQUIP 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Laser Light Entertainment - Sales, Service, Rental w/operators.

Certificate Holder is additional insured with respect to general liability when required to be named as such per written contract, and in accordance with all terms of the Additional Insured Endorsement attached to the policy.

CERTIFICATE HOLDER
CANCELLATION

Bonita Ft Myers Corp
 10601 Bonita Beach Road SE
 Bonita Springs FL 34135

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF COVERAGE			
Certificate Holder SOUTHWEST FLORIDA ENTERPRISES INC 10601 BONITA BEACH ROAD SE BONITA SPRINGS FLORIDA 34135		Administrator Florida League of Cities, Inc. Department of Insurance and Financial Services P.O. Box 530065 Orlando, Florida 32853-0065	
Issue Date 6/11/2020			
COVERAGES THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT			
COVERAGE PROVIDED BY: FLORIDA MUNICIPAL INSURANCE TRUST			
AGREEMENT NUMBER: FMIT 0927		COVERAGE PERIOD: FROM 10/1/19	COVERAGE PERIOD: TO 10/1/20 12:01 AM STANDARD TIME
TYPE OF COVERAGE - LIABILITY General Liability ☒ Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury ☒ Errors and Omissions Liability ☒ Employment Practices Liability ☒ Employee Benefits Program Administration Liability ☒ Medical Attendants'/Medical Directors' Malpractice Liability ☒ Broad Form Property Damage ☐ Law Enforcement Liability ☒ Underground, Explosion & Collapse Hazard Limits of Liability * Combined Single Limit Deductible N/A Automobile Liability ☒ All owned Autos (Private Passenger) ☒ All owned Autos (Other than Private Passenger) ☒ Hired Autos ☒ Non-Owned Autos Limits of Liability * Combined Single Limit Deductible N/A		TYPE OF COVERAGE - PROPERTY ☒ Buildings ☒ Basic Form ☒ Special Form ☒ Personal Property ☐ Basic Form ☒ Special Form ☐ Agreed Amount ☒ Deductible \$10,000 ☒ Coinsurance 80% ☐ Blanket ☒ Specific ☒ Replacement Cost ☐ Actual Cash Value Limits of Liability on File with Administrator	
		TYPE OF COVERAGE - WORKERS' COMPENSATION ☒ Statutory Workers' Compensation ☒ Employers Liability \$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate By Disease ☐ Deductible N/A ☐ SIR Deductible N/A	
Automobile/Equipment - Deductible ☒ Physical Damage Per Schedule - Comprehensive - Auto Per Schedule - Collision - Auto Per Schedule - Miscellaneous Equipment			
Other * The limit of liability is \$200,000 Bodily Injury and/or Property Damage per person or \$300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$5,000,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.			
Description of Operations/Locations/Vehicles/Special Items RE: Use of Naples Fort Myers Greyhound Track for Firework Show on 7/4/2020			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.			
Designated Member City of Bonita Springs 9101 Bonita Beach Road Bonita Springs FL 34135-4215		Cancellations SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.  _____ AUTHORIZED REPRESENTATIVE	



FLORIDA LEAGUE OF CITIES

☐ Administration

☐ Trust Services

☒ Financial Services/
Underwriting

Post Office Box 530065
Orlando, FL 32853-0065

☐ Benefit Services

☐ Workers'
Compensation Claims

☐ Property &
Liability Claims

Post Office Box 538135
Orlando, FL 32853-8135

1 (800) 445-6248
(407) 425-9142
Fax: (407) 425-9378

www.flcities.com

June 11, 2020

Southwest Florida Enterprises, Inc.
10601 Bonita Beach Rd SE
Bonita Springs, FL 34135

Re: Use of Naples Fort Myers Greyhound Track for Firework Show on 7/4/2020

To Whom It May Concern:

The Florida Municipal Insurance Trust is unable to name Southwest Florida Enterprises, Inc. as an additional insured due to the operation of § 768.28, Florida Statutes, affecting sovereign immunity.

Specifically, entities that are not themselves governmental entities cannot avail themselves the protections afforded through Florida law governing sovereign immunity. This self-insurance program is predicated upon the concept of sovereign immunity among its insureds. Therefore, entities that do not qualify for protection under this statute are not eligible to be an additional insured.

We appreciate your understanding and should there be any additional questions, please feel free to contact the undersigned.

Sincerely,

Valerie Burns
Underwriting Manager

VB/sn
Enclosure

CERTIFICATE OF COVERAGE			
Certificate Holder BONITA FT MYERS CORP 10601 BONITA BEACH ROAD SE BONITA SPRINGS FLORIDA 34135		Administrator Florida League of Cities, Inc. Department of Insurance and Financial Services P.O. Box 530065 Orlando, Florida 32853-0065	
Issue Date 6/11/2020			
COVERAGES THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT			
COVERAGE PROVIDED BY: FLORIDA MUNICIPAL INSURANCE TRUST			
AGREEMENT NUMBER: FMIT 0927		COVERAGE PERIOD: FROM 10/1/19	COVERAGE PERIOD: TO 10/1/20 12:01 AM STANDARD TIME
TYPE OF COVERAGE - LIABILITY General Liability ☒ Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury ☒ Errors and Omissions Liability ☒ Employment Practices Liability ☒ Employee Benefits Program Administration Liability ☒ Medical Attendants'/Medical Directors' Malpractice Liability ☒ Broad Form Property Damage ☐ Law Enforcement Liability ☒ Underground, Explosion & Collapse Hazard Limits of Liability * Combined Single Limit Deductible N/A Automobile Liability ☒ All owned Autos (Private Passenger) ☒ All owned Autos (Other than Private Passenger) ☒ Hired Autos ☒ Non-Owned Autos Limits of Liability * Combined Single Limit Deductible N/A		TYPE OF COVERAGE - PROPERTY ☒ Buildings ☒ Basic Form ☒ Special Form ☒ Personal Property ☐ Basic Form ☒ Special Form ☐ Agreed Amount ☒ Deductible \$10,000 ☒ Coinsurance 80% ☐ Blanket ☒ Specific ☒ Replacement Cost ☐ Actual Cash Value Limits of Liability on File with Administrator	
		TYPE OF COVERAGE - WORKERS' COMPENSATION ☒ Statutory Workers' Compensation ☒ Employers Liability \$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate By Disease ☐ Deductible N/A ☐ SIR Deductible N/A	
Automobile/Equipment - Deductible ☒ Physical Damage Per Schedule - Comprehensive - Auto Per Schedule - Collision - Auto Per Schedule - Miscellaneous Equipment			
Other * The limit of liability is \$200,000 Bodily Injury and/or Property Damage per person or \$300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$5,000,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.			
Description of Operations/Locations/Vehicles/Special Items RE: Use of Naples Fort Myers Greyhound Track for Firework Show on 7/4/2020			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.			
Designated Member City of Bonita Springs 9101 Bonita Beach Road Bonita Springs FL 34135-4215		Cancellations SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.  _____ AUTHORIZED REPRESENTATIVE	



FLORIDA LEAGUE OF CITIES

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June 11, 2020

Bonita Ft Myers Corp
10601 Bonita Beach Rd SE
Bonita Springs, FL 34135

Re: Use of Naples Fort Myers Greyhound Track for Firework Show on 7/4/2020

To Whom It May Concern:

The Florida Municipal Insurance Trust is unable to name Bonita Ft Myers Corp as an additional insured due to the operation of § 768.28, Florida Statutes, affecting sovereign immunity.

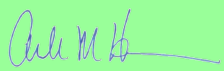
Specifically, entities that are not themselves governmental entities cannot avail themselves the protections afforded through Florida law governing sovereign immunity. This self-insurance program is predicated upon the concept of sovereign immunity among its insureds. Therefore, entities that do not qualify for protection under this statute are not eligible to be an additional insured.

We appreciate your understanding and should there be any additional questions, please feel free to contact the undersigned.

Sincerely,

Valerie Burns
Underwriting Manager

VB/sn
Enclosure

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-06-148
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Update on the FY 2020 Expected General Fund Revenues by the City's Finance Director and presentation on the current financing market conditions by the City's Financial Advisor			
MEETING DATE: June 17, 2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☒ PRESENTATIONS	☐ STATUTE	Anne K. Wright, CPA, CGFO Finance Director	
☐ CONSENT	☐ ORDINANCE		
☐ PUBLIC HEARING	☐ ADMIN. CODE		
☐ MAYOR AND COUNCIL MEMBER ITEMS	☐ OTHER		
☐ MAYOR AND COUNCIL MEMBER'S REPORTS			
☐ CITY ATTORNEY ITEMS			
☐ CITY MANAGER ITEMS			
BACKGROUND: The current COVID-19 pandemic has undoubtedly had an impact on City revenues for FY2020, the extent to which is not clearly known at this time. Using the best information currently available, the attached listing of Expected General Fund Revenues has been compiled to provide a preliminary view of the potential impact. Additionally, the City Charter contains the following provision relating to a revenue shortfall: "If, at any time during the fiscal year, it appears probable to the City Manager that the revenues available will be insufficient to meet the amount appropriated, the Manager shall report same to the Council without delay, indicating the estimated amount of the deficit, any remedial action taken and recommendations as to any other steps that should be taken. The Council shall then take such further action as it deems necessary to prevent or minimize any deficit and, for that purpose, the Council may by resolution reduce one or more appropriations accordingly." As Council is aware, the City has included in the Adopted General Fund budget, appropriations to fund the Capital Improvement Plan, in the amount of \$7,957,436. As of May 31, 2020, capital project expenditures funded by the General Fund total \$781,213, so it is unlikely that the City's General Fund Revenue will be less than the total expenditures funded by the General Fund in FY 2020. However, the City's ability to have adequate fund balance at September 30, 2020 to "assign" to fund these future expenditures may be impacted. This situation will continue to be monitored and a future staff recommendation may address the need to revisit the timing of funding certain capital improvement projects. Staff may present a Budget Resolution at a future meeting to request the reduction in funding within the FY 2020 budget for certain projects. Alternatively, funding of certain projects through a debt issuance would transition our pay-as-you-go method to a payment over time method, reducing the level of near term funding required of the General Fund, as well as the Special Revenue Funds Previously City Council had requested a presentation by our Financial Advisor relating to borrowing options for consideration has we begin budget discussions. The City's Financial Advisor Julie Santamaria, Director, RBC Capital Markets will be presenting an update on the current financing market conditions.			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? Financial Transparency			
STAFF RECOMMENDATIONS: Staff recommends that monthly updates be provided to Council regarding the potential revenue shortfall as more information becomes available. Updates will also be provided regarding financing options.			
REVIEWED BY: 			
City Manager: _____ City Attorney: _____ City Clerk: _____ Department Director: _____			
COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

General Fund Revenue Summary

Transaction/ Object # Account Description	Actual FY 2016-2017	Actual FY 2017-2018	Actual FY 2018-2019	Original Budget FY 2019-2020	as of 6/9/20 Expected FY 2019-2020	Variance from Original Budget
3110000 Ad Valorem Taxes	7,099,589	7,696,042	8,098,550	8,642,600	8,642,600	-
3150000 Local Communication Services Tax*	760,257	656,181	657,011	1,231,504	911,781	(319,723)
3160000 Business Tax	33,979	35,690	36,315	35,700	30,000	(5,700)
3190000 Pari-Mutuel License	9,600	8,100	6,500	5,000	6,600	1,600
Taxes Total	7,903,425	8,396,013	8,798,376	9,914,804	9,590,981	(323,823)
3231000 Franchise Fees-Electricity*	1,990,512	2,066,990	2,169,873	2,760,083	2,078,321	(681,762)
3234000 Franchise Fees-Gas	45,179	55,014	57,578	57,500	57,500	-
3237000 Franchise Fees-Solid Waste	279,005	290,866	300,821	298,000	290,000	(8,000)
Franchise Fees Total	2,314,696	2,412,870	2,528,272	3,115,583	2,425,821	(689,762)
3290000 Other Permits and Fees	10,765	29,000	25,645	31,525	20,000	(11,525)
3290000 Rental Permits	39,430	31,950	26,300	35,000	35,000	-
3290000 Special Events Permits/Sponsorships	-	14,670	9,950	7,000	5,625	(1,375)
3290003 Registration Fee	3,750	4,585	3,410	4,700	2,000	(2,700)
3290005 Environmental Services	700	550	1,040	900	700	(200)
Licenses & Permits Total	54,645	80,755	66,345	79,125	63,325	(15,800)
3351200 State Shared Revenues*	885,559	917,628	966,059	945,000	749,484	(195,516)
3351400 Mobile Home Licenses	47,027	35,338	46,033	40,000	40,000	-
3351500 Alcoholic Beverage Licenses	37,478	35,195	34,627	35,000	57,000	22,000
3351800 Half-cent Sales Tax*	3,976,721	4,329,121	4,440,891	4,450,000	3,567,920	(882,080)
3354900 Florida DOT Signal Maintenance	32,100	-	-	-	-	-
3354901 Florida DOT-US41 Light Maint	84,228	86,756	89,359	94,040	92,041	(1,999)
Intergovernmental Total	5,063,113	5,404,038	5,576,969	5,564,040	4,506,445	(1,057,595)
3413000 Impact Fee Administrative Cost	203,599	344,212	289,968	85,680	45,413	(40,267)
3419000 Development/Zoning Review	376,024	398,877	394,376	375,000	360,000	(15,000)
3419001 Hurricane Mitigation	69,281	52,913	32,550	55,000	35,000	(20,000)
3419002 Cost Recovery - Professional Services	-	35,333	23,721	10,000	6,501	(3,499)
3437000 Conservation & Resource Mgmt	56,800	96,300	127,700	96,300	96,300	-
3472000 Parks & Recreation Revenue	102,361	111,798	119,467	115,000	90,000	(25,000)
3472001 Pool Revenue	17,144	16,665	21,139	18,000	18,000	-
3474000 Special Events Revenue	3,666	2,386	584	3,000	177	(2,823)
3490000 Other Charges for Services	10,664	14,467	15,385	11,500	7,000	(4,500)
3490001 Convenience Fee	23,606	42,423	67,220	50,000	50,000	-
3690002 Restricted Bldg Code Surcharge	6,348	11,073	9,875	10,000	7,500	(2,500)
Charges for Service Total	869,493	1,126,447	1,101,985	829,480	715,891	(113,589)
3515000 Fine and Forfeitures	20,153	26,676	34,161	27,500	25,000	(2,500)
3540000 Code Enforcement Fines-Local	62,727	65,438	44,746	65,000	64,683	(317)
Fines & Forfeitures Total	82,880	92,114	78,907	92,500	89,683	(2,817)
3611000 Interest Income	120,418	172,621	272,740	205,000	190,000	(15,000)
Interest Income Total	120,418	172,621	272,740	205,000	190,000	(15,000)

General Fund Revenue Summary

Transaction/ Object # Account Description	Actual FY 2016-2017	Actual FY 2017-2018	Actual FY 2018-2019	Original Budget FY 2019-2020	as of 6/9/20 Expected FY 2019-2020	Variance from Original Budget
3620000 Rents and Royalties	20,682	27,572	31,325	30,000	23,000	(7,000)
3660000 Contributions	8,770	7,240	4,520	-	4,600	4,600
3699000 Other Miscellaneous Revenue	16,517	356,962	221,447	22,805	37,584	14,779
Miscellaneous Revenue Total	45,969	391,774	257,292	52,805	65,184	12,379
Total General Fund Revenue	\$ 16,454,639	\$ 18,076,632	\$ 18,680,886	\$ 19,853,337	\$ 17,647,330	(2,206,007)
Other Financing Sources						
3810013 Transfer from Grant Fund	-	76,444	7,502,167	-	260,253	260,253
3810020 Transfer from the Debt Service Fund	-	-	-	2,171,936	2,171,936	-
3810019 Transfer from Building Fees Fund	37,515	16,031	20,000	15,000	15,000	-
Total Transfers from Other Funds	\$ 37,515	\$ 92,475	\$ 7,522,167	\$ 2,186,936	\$ 2,447,189	260,253
Total Revenue and Transfers In	\$ 16,492,154	\$ 18,169,107	\$ 26,203,053	\$ 22,040,273	\$ 20,094,519	(1,945,754)

*The Florida Department of Revenue has released the attached communication relating to Municipal Revenue Sharing. Their focus is on the remaining distributions that they will be making during their current fiscal year, which ends June 30th. With their fast approaching fiscal year end, they have just two months of distributions to make up for the expected shortfall for their fiscal year. Therefore, they are making a conservative assumption and will be adjusting the distributions based on the April collections and a 50% reduction anticipated for May and June collections. There is a subsequent true up that will occur in August.

The Department of Revenue has indicated that it is not yet known how the distributions for July collections and beyond will be impacted.

Based on the attached information from the Department of Revenue, the Expected numbers for accounts marked with an asterik reflect a 50% reduction in revenue collections for the remainder of FY 2020 for those revenues susceptible to a similar impact, calculated based on actual revenues relating to the prior year's months of May – September 2019.

County and Municipal Revenue Sharing Reductions

Recent impacts to economic activity from efforts to prevent the spread of COVID-19 have resulted in significant reductions in the amount of sales tax collections for the months of April and May and likely the month of June. County and Municipal Revenue Sharing Programs are both funded in part with a percentage of sales tax. The unanticipated drop in tax revenue has created the need to adjust the standard monthly amount of the County and Municipal Revenue Sharing distributions to minimize or eliminate the impact of over-distributed funds to local governments.

To date, the department has been distributing 95% of the forecast amount of revenues available for the county and municipal revenue sharing programs. In the month of March, the economy's reaction to the COVID-19 pandemic resulted in significantly decreased taxable sales activity. The timing of this sudden economic downturn late in the state fiscal year requires the department to make an adjustment over the final two months of the state fiscal year. This will ensure that the County and Municipal Revenue Sharing Trust Funds do not end the year in deficit.

The adjustment amount is based on the revenues received in April and a conservative assumption of 50% decline for collections of May and June. The department will similarly reduce the statewide distributions from County and Municipal Revenue Sharing 50% for each of May and June. Please note that with the complex nature of Municipal Revenue Sharing computations, the reductions each municipality receives will vary from the 50% total reduction. As with previous years, there will be a true-up process in August that will fully distribute any remaining 2019-20 state fiscal year funds due to local governments during the 2019-20 local government fiscal year.

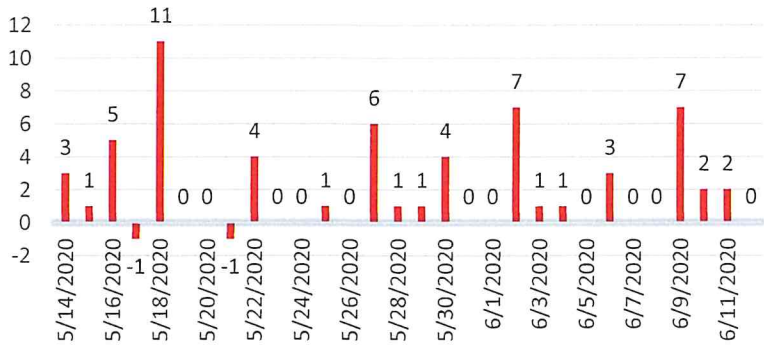
If you have any question, please contact Marsha Revell at the Florida Department of Revenue at Marsha.Revell@floridarevenue.com.

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-06-158
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Discussion regarding proposed City Council Retreat/Workshop			
MEETING DATE: 6/17/2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐ PRESENTATIONS	☐ STATUTE	Amy Quaremba Council Member, District 1	
☐ CONSENT	☐ ORDINANCE		
☐ PUBLIC HEARING	☐ ADMIN. CODE		
☒ MAYOR AND COUNCIL MEMBER ITEMS	☐ OTHER		
☐ MAYOR AND COUNCIL MEMBER'S REPORTS			
☐ CITY ATTORNEY ITEMS			
☐ CITY MANAGER ITEMS			
BACKGROUND: I would like to discuss with Council a potential City Council retreat to assist Council and staff with efficient meeting procedure and policies. Some of the items I wish to address in this workshop include government lite, Charter defined roles for Council; Policy versus Management, scheduling of agenda items, Roberts Rules, the City's strategic policies and planned projects, and Council interactions with each other and the media. I would like input from Council as well as any other suggested topic for the workshop.			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☐ YES ☒ NO IF YES, WHICH STRATEGIC OBJECTIVE?			
STAFF RECOMMENDATIONS: Council's pleasure			
REVIEWED BY: City Manager: City Attorney: City Clerk: Department Director: _____ _____ _____ _____			
COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

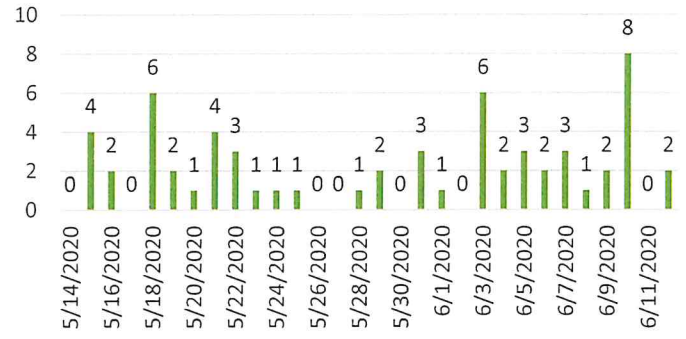
BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-06-165
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Discussion of health data regarding COVID-19 and update to the public			
MEETING DATE: 6/18/2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐ PRESENTATIONS	☐ STATUTE	Amy Quaremba City Council Member District 1	
☐ CONSENT	☐ ORDINANCE		
☐ PUBLIC HEARING	☐ ADMIN. CODE		
☒ MAYOR AND COUNCIL MEMBER ITEMS	☐ OTHER		
☐ MAYOR AND COUNCIL MEMBER'S REPORTS			
☐ CITY ATTORNEY ITEMS			
☐ CITY MANAGER ITEMS			
BACKGROUND: I would like to discuss with Council the tracking of the health data as it relates to the recommended White House and government office openings. Staff has been tracking data which may be helpful in gaining a better understanding and sense of confidence as more openings occur within the guidelines. I believe this is relevant information to the reopening of our City and maybe useful on our City's website and other media outlets.			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE?			
STAFF RECOMMENDATIONS: Council's pleasure			
REVIEWED BY: City Manager: City Attorney: City Clerk: Department Director:			
COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

Data from Florida Dept. of Health as of **6/12/20**:

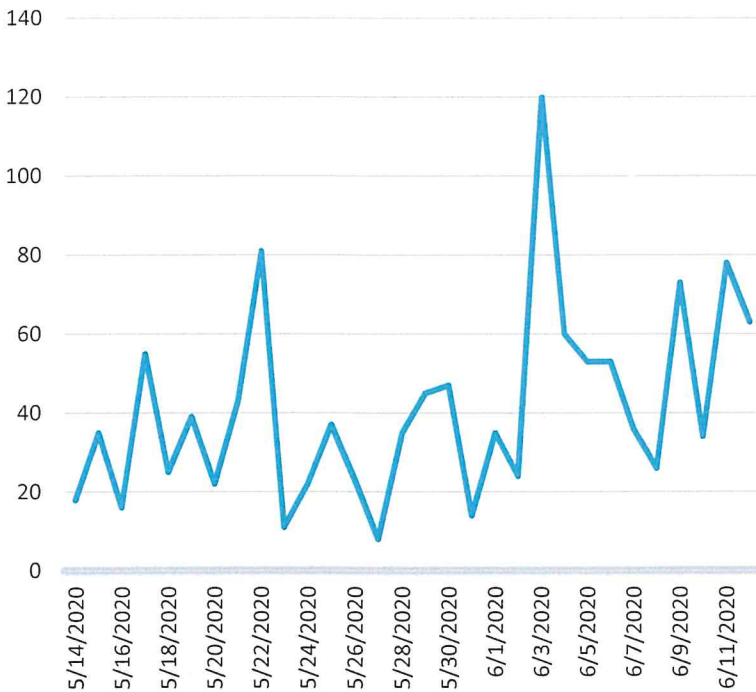
Lee County Daily Deaths



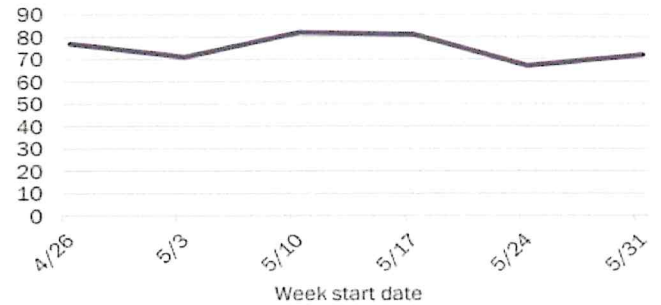
Bonita Springs New Cases



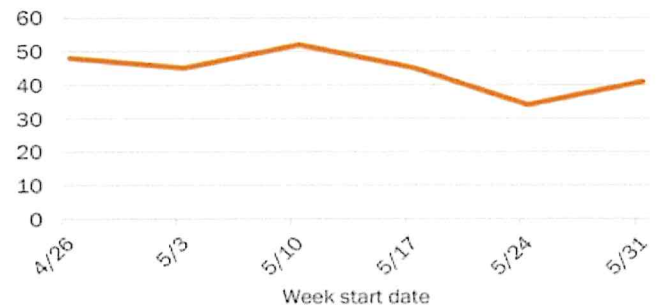
Lee County New Cases



Weekly count of ED and FSED visits for influenza-like illness



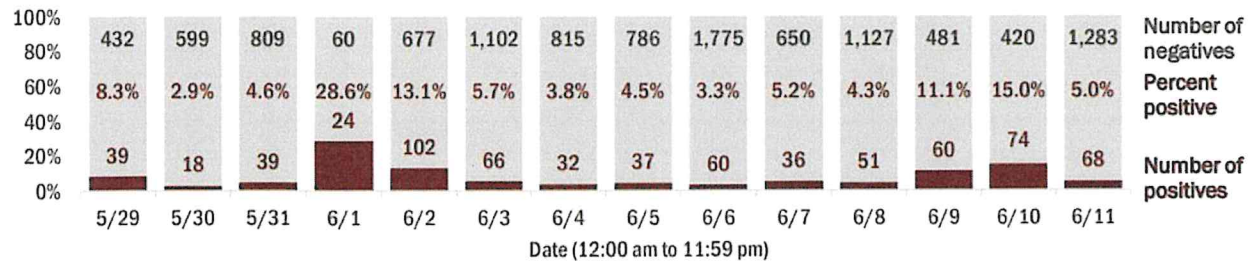
Weekly count of ED and FSED visits for COVID-like illness



Laboratory testing for Florida residents and non-Florida residents over the past 2 weeks

Number and percent of positive labs

These counts include the number of people for whom the department received laboratory results by day. This percent is the number of people who test positive for the first time divided by all the people tested that day, excluding people who have previously tested positive.



Data from Lee Health as of **6/11/20**:

Bed Capacity (in use) 82% with 9% of those being COVID-19 patients
 75% of ventilators are available
 17% of ICU rooms are available

Graph one: Lee County Daily Death Counts are reported by Florida Department of Health on a daily basis by county from this link:

- <https://www.floridadisaster.org/covid19/>
- Click on Cases by County
- Select Lee County
- To get to the daily number, the previous day's number is subtracted from the current day's number

Graph two: Bonita Springs New Cases are reported by Florida Department of Health on a daily basis by zip code (34134 & 34135) from this link:

- <https://www.floridadisaster.org/covid19/>
- Click on Cases by Zip Code on the Dashboard
- Select Lee County
- Scroll to 34134 and then 34135
- To get to the daily number, the two zip codes are added together and the previous day's number is subtracted from the current day's number

Graph three: Lee County New Cases are reported by subtracting prior day's Total Cases from current day's Total Cases. The graph that is on the Florida Dept Health's Dashboard differs from this number. The Dashboard graph sometimes changes after numbers are reported; however, the number of Total Cases stays consistent. You can find the total number of new cases from this link:

- <https://www.floridadisaster.org/covid19/>
- Click on COVID-19 Data – Daily Report Archive
- Click on date you want
- Scroll to "Coronavirus: characteristics of "number" cases" (this is around page 5)
- Find Lee County for Total Cases

Graph 4 & Table: Weekly count of ED visits for Influenza-like illness & Covid-like illness along with Lab testing percentages can both be found from this link:

- <https://floridahealthcovid19.gov/>
- Scroll down to the box that says Review case, monitoring and PUI information on the latest COVID-19 Report. Click "See county report"
- Scroll to Lee County (this is around page 36)

REQUESTED MOTION: Discussion on acceptance of grant funds from National Association of Realtors (NAR) in partnership with Bonita Springs-Estero Association of Realtors for Riverside Park Bandshell Clean-Up

partnership with Bonita Springs-Estero Association of Realtors for Riverside Park Bandshell Clean-Up

REQUIREMENT/PURPOSE: (Specify)

REQUESTOR OF INFORMATION:

Jesse Purdon City Council Member District 2	☐	PRESENTATIONS	☐	STATUTE
	☐	CONSENT	☐	ORDINANCE
	☐	PUBLIC HEARING	☐	ADMIN. CODE
	☒	MAYOR AND COUNCIL MEMBER ITEMS	☐	OTHER
	☐	MAYOR AND COUNCIL MEMBER'S REPORTS		
	☐	CITY ATTORNEY ITEMS		
	☐	CITY MANAGER ITEMS		

On Thursday, June 4th, Riverside Park Bandshell was vandalized with graffiti. I was contacted by Ms. Meighan Harris, CEO of Bonita Springs-Estero Realtors regarding a grant opportunity to assist the City with the cost involved in the repairs. For the sake of time and due to the nature of the vandalism, Ms. Harris did have to apply prior to the approval from the City Council. The grant was approved for \$3000 from the National Association of Realtors (NAR) for clean-up efforts of the bandshell. I would like to request City Council accept the approved grant funds to recuperate allowable costs for the City's clean-up efforts with the understanding that the grant requirements must be consistent with City policies and procedures.

Attachments: Letter from Bonita Springs-Estero Realtors

IF YES, WHICH STRATEGIC OBJECTIVE? #5 Community Aesthetics

STAFF RECOMMENDATIONS: Council's pleasure

Chen M H

☐	APPROVED
☐	DENIED
☐	DEFERRED
☐	OTHER



BONITA SPRINGS-ESTERO REALTORS®

"Member Focused, Community Minded"

25300 Bernwood Drive, Suite 1
Bonita Springs, FL 34135

239-992-6771
BonitaEsteroRealtors.com

Wednesday, June 10, 2020

Dear Councilman Purdon:

After hearing about the vandalism that occurred to the bandshell at Riverside Park, our members at Bonita Springs-Estero REALTORS® would like to be part of the solution. National Association of REALTORS® was offering a community rebuild grant to pay for cleanup efforts after these demonstrations. On June 8, 2020 I applied for a \$3000 grant to fund clean up efforts of the bandshell. The grant was quickly approved by NAR. I am aware that this needs to go before city council for approval before I am able to issue payment to the city. For the association to be reimbursed or paid up tot \$3000 by the grant, I would simply need proof of cleanup efforts in the form of a receipt.

For the sake of time and due to the sensitive nature of vandalism, I did have to apply prior to approval from the city council. I look forward to your approval and working with the city to use other grants available from National Association of REALTORS® using SmartGrowth and Placemaking grants for projects like pocket parks.

Respectfully,

Meighan A. Harris
Chief Executive Officer

BONITA SPRINGS CITY COUNCIL	GREEN SHEET:	20-06-149
AGENDA ITEM SUMMARY		
REQUESTED MOTION: Public Hearing regarding the grant application submittal for the Rebuild Florida Community Development Block Grant – Disaster Recovery Infrastructure Repair Program to allow for citizen participation, public comment and input to be collected to determine community interest in providing input on the grant application.		
MEETING DATE: 6/17/2020		
AGENDA:	REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐ PRESENTATIONS	☐ STATUTE	Matt Feeney Assistant City Manager Elly Soto McKuen Senior Project Manager
☐ CONSENT	☐ ORDINANCE	
☒ PUBLIC HEARING	☐ ADMIN. CODE	
☐ MAYOR AND COUNCIL MEMBER ITEMS	☐ OTHER	
☐ MAYOR AND COUNCIL MEMBER'S REPORTS		
☐ CITY ATTORNEY ITEMS		
☐ CITY MANAGER ITEMS		
BACKGROUND: Hurricane Irma, a Category 3 hurricane, made landfall in Bonita Springs on September 10, 2017 causing severe destruction and flooding in a large portion of the City. Following the storm event, the President declared a National State of Emergency for the area. This declaration awards the City access to federal funding to improve the community as a result of the storm. The Florida Department of Economic Opportunity (DEO) announced a second grant application cycle on March 28, 2020 for the Rebuild Florida's Community Development Block Grant-Disaster Recovery (CDBG-DR) Infrastructure Repair Program. The focus of the program is for infrastructure repair as a result of damages from Hurricane Irma. To administer this program, city and county governments within the Most Impacted and Distressed (MID) areas, as defined by HUD and DEO in the 2018 State of Florida Action Plan for Disaster Recovery, may apply. DEO has allocated an additional \$100 million for this second round of funding. Lee County and all cities located within the County are MID areas. At the May 20, 2020 meeting, City Council approved staff to submit a grant application to the Florida Department of Economic Opportunity (FDEO) for the CDBG-DR Infrastructure Repair Program for the Spring Creek Bonita Golf Course Area and the BG Mine Area. Staff is suggesting the BG Mine project be renamed to East Bonita Stormwater Improvement Project as the improvements will impact a much larger area within the City limits. Prior to submittal of the CDBG-DR application on June 30, 2020, the City is required to hold a public hearing to allow for citizen participation, public comment and to determine if there are additional interested parties that wish to provide input on the grant application.		
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? 1) Stormwater Management		
STAFF RECOMMENDATIONS: Public Hearing regarding the grant applications submittal for the Rebuild Florida Infrastructure Repair Program to allow for citizen participation, public comment and input to be collected to determine community interest in participating in the program.		
REVIEWED BY: City Manager: _____ City Attorney: _____ City Clerk: _____ Department Director: _____ _____		

COUNCIL ACTION:

- ☐ APPROVED
- ☐ DENIED
- ☐ DEFERRED
- ☐ OTHER

Document1

Rebuild Florida News

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Florida Department of Economic Opportunity Announces \$100 Million of Additional Funds Available Through Rebuild Florida Infrastructure Repair Program

Mar 28, 2020

TALLAHASSEE, Fla. – Today, the Florida Department of Economic Opportunity (DEO) announced \$100 million of additional funds is now available to local governments in [communities impacted by Hurricane Irma](#) through the [Rebuild Florida Infrastructure Repair Program](#). The program, administered by the DEO, helps communities fund infrastructure restoration and improvement projects in communities impacted by disasters.

"Governor DeSantis has made it a priority to focus on the resiliency of our state," said Ken Lawson, Executive Director of the Florida Department of Economic Opportunity. "Through the Rebuild Florida Infrastructure Repair Program, this additional allocation will not only help municipalities bolster their infrastructure needs, but it will also lead to job creation in Hurricane Irma-impacted communities and strengthen their local economies."

Local governments may apply individually or as a regional group for funding to propose projects that meet program requirements, including demonstrating a significant Hurricane Irma impact and primarily benefiting low-to-moderate income (LMI) populations. Funding can also be used as leverage to match funding for other federal programs to carry out eligible, federal CDBG-DR infrastructure activity.

The application window will be open for 90 days and DEO staff will be available to provide technical assistance to communities during the application period. **The deadline to complete an application is June 30, 2020.** For more information about the program, including how to complete an application, visit the [Rebuild Florida Infrastructure Repair Program's webpage](#).

In the coming weeks, DEO will announce additional opportunities for local governments to learn more about the Rebuild Florida Infrastructure Repair Program through community webinars.

Earlier this year, Governor DeSantis [awarded \\$84 million to 21 Hurricane Irma-impacted communities](#) through the Rebuild Florida Infrastructure Repair Program.

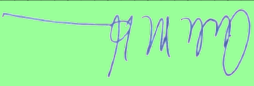
Rebuild Florida is a partnership of DEO and the U.S. Department of Housing and Urban Development. Launched in September 2018, Rebuild Florida uses federal funding for Florida's long-term disaster recovery efforts. For more information, visit [RebuildFlorida.gov](#).

###

About DEO

The Florida Department of Economic Opportunity combines the state's economic, workforce and community development efforts, expediting economic development projects to fuel job creation in competitive communities and promote economic resiliency. For more information, including valuable resources for employers and job seekers, please visit [www.floridajobs.org](#).

###

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-06-155
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Vacate a portion of a Public Utility Easement, and a portion of a Public Right of Way in the Bernwood Park of Commerce.			
MEETING DATE: 6/17/2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐	PRESENTATIONS	☐	STATUTE
☐	CONSENT	☐	ORDINANCE
☒	PUBLIC HEARING	☐	ADMIN. CODE
☐	MAYOR AND COUNCIL MEMBER ITEMS	☐	OTHER
☐	MAYOR AND COUNCIL MEMBER'S REPORTS		
☐	CITY ATTORNEY ITEMS		
☐	CITY MANAGER ITEMS		
BACKGROUND: Petition VAC20-69428-BOS was requested by the Shadi of Naples Inc. The Petitioner is the owner of lots 9 and 10 in Bernwood Park of Commerce Unit #4. There are proposing to develop these two lots as one unified parcel. The combining of the two lots effects the terminus point of the public right of way and utilities easement. This proposed vacation addresses that change. The providers of public utilities (gas, electric, water, sewer, cable, telephone) were notified of the proposed modification. There are no objections from any of the utility providers. DRAFT Resolution will be provided by Addendum.			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☐ YES ☒ NO			
IF YES, WHICH STRATEGIC OBJECTIVE?			
STAFF RECOMMENDATIONS: Approval of the vacation			
REVIEWED BY: 			
City Manager: _____			
City Attorney: _____			
City Clerk: _____			
Department Director: _____			
COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-06-154
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Vacate a portion of a Public Utility Easement, adjacent to the Pelican Nest Club House in Pelican Landing			
MEETING DATE: 6/17/2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐ PRESENTATIONS	☐ STATUTE	Jay Sweet PSM, AICP Community Development Land Surveyor and Planner	
☐ CONSENT	☐ ORDINANCE		
☒ PUBLIC HEARING	☐ ADMIN. CODE		
☐ MAYOR AND COUNCIL MEMBER ITEMS	☐ OTHER		
☐ MAYOR AND COUNCIL MEMBER'S REPORTS			
☐ CITY ATTORNEY ITEMS			
☐ CITY MANAGER ITEMS			
BACKGROUND: This Petition VAC19-58209-BOS was requested by the Pelican Nest Golf Club Inc. The New addition to the Pelican Nest Clubhouse extends over a portion of a public utility easement. The providers of public utilities (gas, electric, water, sewer, cable, telephone) were notified of the proposed modification. Modification / relocation of existing utilizes were made. There are no objections from any of the utility providers. DRAFT Resolution will be provided by Addendum.			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☐ YES ☒ NO IF YES, WHICH STRATEGIC OBJECTIVE?			
STAFF RECOMMENDATIONS: Approval of the vacation			
REVIEWED BY:  City Manager: _____ City Attorney: _____ City Clerk: _____ Department Director: _____			
COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	06-20-163
AGENDA ITEM SUMMARY Order authorizing Temporary Outdoor Seating			
REQUESTED MOTION: Adopt Resolution and Proposed Order			
MEETING DATE: 6/17/2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐	PRESENTATIONS	☐	Derek Rooney, City Attorney John Dulmer, Community Development Director
☐	CONSENT	☐	
☐	PUBLIC HEARING	☐	
☐	MAYOR AND COUNCIL MEMBER ITEMS	☒	
☐	MAYOR AND COUNCIL MEMBER'S REPORTS		
☒	CITY ATTORNEY ITEMS		
☐	CITY MANAGER ITEMS		
BACKGROUND: On April 29, 2020, Governor DeSantis issued Executive Order 20-112 adopting the recommendations in Phase 1 of the plan published by the Task Force to Re-Open Florida. Section 3(B) of the Order establishes new occupancy standards for restaurants and food establishments which includes a focus expanded outdoor seating in order to maintain social distancing and patron safety. The City of Bonita Springs land development code already allows outdoor seating by permit, however in order to facility recovery and comply with the requirements of Executive Order 20-112, the City Council adopted Resolution 20-27 creating "safe harbor" order allowing restaurants and food establishments to provide outdoor seating without need for a City permit provided the establishment registers with the City and complies with the proposed order's requirements. Resolution 20-27 requires renewal within 45 days of adoption and is set to expire on June 20, 2020. Since the adoption of Resolution 20-27 the Governor has through subsequent executive orders expanded the indoor capacity of restaurants and food establishments from 25 to 50 percent. Because there is still a present need to provide for additional seating and options to allow sufficient social distancing it is recommended that the Council renew its outdoor seating order for an additional 45-day term.			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☐ YES ☒ NO IF YES, WHICH STRATEGIC OBJECTIVE?			
STAFF RECOMMENDATIONS: Adopt Resolution.			
REVIEWED BY: City Manager: _____ City Attorney: _____ City Clerk: _____ Department Director: _____			
COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 20- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONITA SPRINGS, FLORIDA, EXTENDING RESOLUTION 20-27 DECLARING THAT THE CITY IS SUSPENDING PORTIONS OF ITS LAND DEVELOPMENT REGULATIONS AND ADOPTING INTERIM REGULATIONS TO PROVIDE TEMPORARY RELIEF IN RESPONSE TO COVID-19; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, both the World Health Organization and federal Centers for Disease Control and Prevention (CDC) recognized the novel and virulent danger posed by COVID-19, declaring it a worldwide pandemic; and

WHEREAS, Ron DeSantis, Governor of Florida issued Executive Order 20-52 declaring a public health emergency due the public threat of COVID-19; and

WHEREAS, on March 13, 2020, the City Council began taking active steps to contain the spread of COVID-19 in accordance with state and federal guidance, including the declaration of a local state of emergency; and

WHEREAS, the Governor has issued a series of Executive Orders limiting both businesses and the public interactions consistent with his authority under Chapter 252, Florida Statutes, in order to slow the spread of COVID-19; and

WHEREAS, the based on the current data collected by the Florida Department of Health, the Governor has, beginning Executive Order 20-112, and will continue to issue Executive Orders lifting restrictions as Florida achieves positive health benchmarks; and

WHEREAS, the City Council desires to provide relief to businesses and residents consistent with guidance from state and federal officials to promote safe and efficient business operations and an economic recovery; and

WHEREAS, Section 3(B) of Emergency Order 20-112 provides for outdoor seating at restaurants and food establishments for consumption of food and beverages on the premises; and

WHEREAS, on May 14, 2020 and June 3, 2020 Governor DeSantis issued Emergency Orders 20-123 and 20-139, respectively, each expanding the provisions of Emergency Order 20-112 providing for seating at restaurants and food establishments for consumption of food and beverages on the premises; and

WHEREAS, on May 6, 2020 the City Council adopted Resolution 20-27 providing a temporary safe harbor and outdoor seating registration program consistent with the aforementioned orders; and

WHEREAS, the Sections 252.38 and 252.45, Florida Statutes, the City Council is empowered to both waiver formalities otherwise required by law and to adopt rules necessary for emergency management purposes; and

WHEREAS, the City desires to place all affected parties on notice parties who are considering reopening their businesses impacted by COVID-19, that the City Council hereby adopts the following temporary order with respect to outdoor seating at restaurants and food and drink establishments.

NOW, THEREFORE, be it resolved by the City Council of the City of Bonita Springs, Florida:

SECTION ONE. The above recitals are true and correct and are incorporated herein by this reference.

SECTION TWO. The City Council of the City of Bonita Springs hereby extends the interim development regulations of Resolution 20-27 to provide standards and procedures for the temporary outdoor seating at restaurants within the City limits in furtherance of Executive Orders 20-112, 20-123 and 20-139.

SECTION THREE. This Resolution shall take effect immediately upon adoption. This temporary order shall expire within forty-five (45) days if not extended by the City Council.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida this 17th day of June, 2020.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____
City Attorney

VOTE:

Carr
Forbes
Gibson
Quaremba

Simmons
Corrie
Purdon

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-06-164
AGENDA ITEM SUMMARY			
REQUESTED MOTION: Approve the Proposed Resolution for Executive Order on Quasi-Judicial Virtual Meetings			
MEETING DATE: 6/17/2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐	PRESENTATIONS	☐	Derek Rooney City Attorney
☐	CONSENT	☐	
☐	PUBLIC HEARING	☐	
☐	MAYOR AND COUNCIL MEMBER ITEMS	☒	
☐	MAYOR AND COUNCIL MEMBER'S REPORTS		
☒	CITY ATTORNEY ITEMS		
☐	CITY MANAGER ITEMS		
BACKGROUND: Due to the continuing state of emergency relating to COVID-19 and the life threatening conditions for the residents of the City the City has refrained from holding of any advisory or quasi-judicial boards and committee meetings as such meetings often draw large public participation. Notwithstanding, property owners have the right to proceed with development applications in a timely manner and the public has the right to participate. Consistent with Governor DeSantis Executive Order 20-69 suspending and Florida Statute requiring the presence of an in-person quorum for local government bodies. On May 20, 2020 the City Council adopted Resolution/Order 20-32 allowing the use of communications media technology for advisory boards. That order expires on July 4, 2020 and while reopening of City facilities has progressed many advisory boards do not yet feel comfortable meeting in person. An order extending Resolution 20-32 for an additional 45 days has been prepared. Attached: Draft Executive Order			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☐ YES ☒ NO IF YES, WHICH STRATEGIC OBJECTIVE?			
STAFF RECOMMENDATIONS: Adopt Resolution/Order			
REVIEWED BY:  City Manager: _____ City Attorney: _____ City Clerk: _____ Department Director: _____			
COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

CITY OF BONITA SPRINGS, FLORIDA

RESOLUTION NO. 20- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONITA SPRINGS, FLORIDA, EXTENDING RESOLUTION 0-32 PROVIDING FOR THE UTILIZATION OF COMMUNICATIONS MEDIA TECHNOLOGY IN LAND USE PROCEEDINGS AND PROVIDING FOR PUBLIC PARTICIPATION IN RESPONSE TO COVID-19; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, both the World Health Organization and federal Centers for Disease Control and Prevention (CDC) recognized the novel and virulent danger posed by COVID-19, declaring it a worldwide pandemic; and

WHEREAS, Ron DeSantis, Governor of Florida issued Executive Order 20-52 declaring a public health emergency due the public threat of COVID-19; and

WHEREAS, on March 13, 2020, the City Council began taking active steps to contain the spread of COVID-19 in accordance with state and federal guidance, including the declaration of a local state of emergency on March 17, 2020 with Resolution 20-14, which has been renewed every seven days as necessary thereafter; and

WHEREAS, the Governor has issued a series of Executive Orders limiting both businesses and the public interactions consistent with his authority under Chapter 252, Florida Statutes, in order to slow the spread of COVID-19; and

WHEREAS, Article I, Section 24 of the Florida Constitution guarantees a right of public access to all meetings of any collegial public body, and Section 286.011, Fla. Stat., commonly referred to as Florida's "Sunshine Law," requires such meetings to be publicly noticed in advance, open to the public, and documented by minutes that are promptly recorded; and

WHEREAS, land use proceedings are considered quasi-judicial in nature and require additional evidentiary and due process considerations including a reasonable opportunity to participate and submit evidence into the record beyond general public comment opportunities; and

WHEREAS, recognizing the compelling need to protect life while at the same time maintaining the functioning and continuity of government, the Governor issued Executive Order 20-69, as extended, suspending requirements that local governing bodies have a quorum physically present in a specific public place to conduct public meetings and specifically authorizing the use of communications media technology ("CMT"), as provided in Section 120.54(5)(b)2., Florida Statutes, to conduct meetings of local governing bodies; and

WHEREAS, on May 20, 2020 the City Council adopted Resolution/Order 20-32 implementing the use of CMT during the declared state of local emergency due to COVID-19 to

conduct meetings of its boards and committees allowing operations to continue while protecting the health and safety of elected officials, staff, and the general public; and

WHEREAS, the City Council desires to extend Resolution 20-32 which would otherwise expires on July 4, 2020; and

WHEREAS, the Sections 252.38 and 252.45, Florida Statutes, the City Council is empowered to both waiver formalities otherwise required by law and to adopt rules necessary for emergency management purposes; and

WHEREAS, these rules provide an adequate alternative avenue for the public to participate in public meetings and public hearings, including as parties to quasi-judicial matters;

NOW, THEREFORE, be it resolved by the City Council of the City of Bonita Springs, Florida:

SECTION ONE. The above recitals are true and correct and are incorporated herein by this reference.

SECTION TWO. This Resolution shall take effect immediately upon adoption. This temporary order shall expire within forty-five (45) days of the termination of Resolution 20-32 unless further extended by the City Council or upon termination of the local state of emergency or Executive Order 20-69, whichever occurs sooner.

DULY PASSED AND ENACTED by the City Council of the City of Bonita Springs, Lee County, Florida this 17th day of June, 2020.

AUTHENTICATION:

Mayor

City Clerk

APPROVED AS TO FORM: _____

City Attorney

VOTE:

Carr
Forbes
Gibson
Quaremba

Simmons
Corrie
Purdon

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-06-153
AGENDA ITEM SUMMARY			
REQUESTED MOTION: CONTINUED FROM MAY 20, 2020 and JUNE 3, 2020: Appoint Mayor and Members of City Council to various Boards and Committees.			
MEETING DATE: 6/17/2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐ PRESENTATIONS	☐ STATUTE	Arleen M. Hunter City Manager	
☐ CONSENT	☐ ORDINANCE		
☐ PUBLIC HEARING	☐ ADMIN. CODE		
☐ MAYOR AND COUNCIL MEMBER ITEMS	☐ OTHER		
☐ MAYOR AND COUNCIL MEMBER'S REPORTS			
☐ CITY ATTORNEY ITEMS			
☒ CITY MANAGER ITEMS			
BACKGROUND: After each City election, the Mayor and Council make appointments from its elected body as City liaisons and members of various boards and committees, both internal and external. Attachments: Council Member Requests for appointment Listing of City of Bonita Springs Committee/ Liaison Appointments Booklet of Committee List Descriptions, meetings			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☐ YES ☒ NO IF YES, WHICH STRATEGIC OBJECTIVE?			
STAFF RECOMMENDATIONS: City Council's pleasure.			
REVIEWED BY: City Manager: <u></u> City Attorney: _____ City Clerk: _____ Department Director: _____			
COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			

06/17/20 City Council Meeting:

The following requests regarding City Council appointments to various Boards and Committees were received from Council Member Amy Quaremba, Council Member Jesse Purdon, Council Member Laura Carr, Council Member Chris Corrie and Council Member Fred Forbes.

Council Member Amy Quaremba: Would like to remain on Horizon Council and Art in Public Places Board. Would like to be appointed to Bonita Estero Economic Development Council. Will continue on the Veteran's Advisory Board unless there is interest from another Member. When District 4 Council Member seat became vacant, she took on Blue Zones and Suntrail. Would like to continue with Suntrail. Also interested in Everglades Wonder Gardens.

Council Member Jesse Purdon: Would like to be appointed to Outreach Advisory Committee, Florida League of Cities, Lee County Sheriff's Office, Bonita Estero Economic Development Council, and Chamber of Commerce.

Council Member Laura Carr: Clarified not on Veteran's Advisory Board, volunteered to attend if coverage needed. Would like to remain on Historic Preservation Board. Also, an alternate on the MPO.

Council Member Chris Corrie: Would like to be appointed to: Technology Advisory Committee, Bay & River, Chamber of Commerce, ECCL, MPO, Lee County Sheriff's Office Liaison, and Wonder Gardens Board.

Council Member Fred Forbes: Would like to remain as BSU Liaison. He would also like to remain as the Liaison for both the SWFL Leagues of Cities SW Chapter, and the MPO. Also, currently serving on the EBAM, and the Tree Committee, and would not have a concern if any other Council Member would like to serve on either committee. Also, he currently serves as the EDC liaison but offers should another Council member wish to serve or he is willing to continue serving until the next election (November 3, 2020).

City of Bonita Springs Committee / Liaison Appointments
City Council Committees 2018

Committees	Simmons	Quaremba	DeWitt	Carr	O'Flinn	Gibson	Forbes
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CITY COMMITTEES

Art in Public Places Committee		X					
Bicycle / Pedestrian Facilities Committee						X	
Historic Preservation Board				X			
Outreach Advisory Committee	X						
Special Events Committee			X				
Street Light Committee			X				
Technology Advisory Board						X	
Tree Advisory Board							X
Veterans Advisory Committee		X					

EXTERNAL COMMITTEES

Agency on Bay Management (ABM)							X
Bay & River (Estero Bay Agency on Bay Management)							X
Blue Zone					X		
Board of County Commissioners (BOCC)	X						
Bonita Estero Economic Development Council							X
Bonita Springs Utilities (BSU)							X
Chamber of Commerce							X
Charlotte Harbor National Estuary Program (CHNEP)							
Coastal Advisory Committee (Beaches & Shores)			X				
Collier County Liaison	X						
CREW Land and Water Trust Executive Board		X					
Estero Liaison (Estero Community Committee Leaders - ECCL)	+				X		
Fire Control District Liaison				X			
Florida League of Cities (FLC) Liaison	X					X	
Fort Myers Beach Liaison			X				
Horizon Council		X					
Human Services Advisory Council				X			
Lee County Sheriff's Office Liaison				X			
Metropolitan Planning Organization (MPO) - 2 voting members	X				X		
Metropolitan Planning Organization (MPO) - Alternate				X			X
Regional Planning Council (RPC)			X				
Southwest Florida League of Cities (SWFLC)	X						
Southwest Florida League of Cities (SWFLC) - Alternate							X
Tourist Development Council (TDC)						X	
West Coast Inland Navigation District (WCIND)				X			
Wonder Gardens Board					X		
YMCA						X	

City of Bonita Springs Committee / Liaison Appointments
City Council Committees 2018

Committees	Simmons	Quaremba	Purdon	Carr	Corrie	Gibson	Forbes
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CITY COMMITTEES

Art in Public Places Committee							
Bicycle / Pedestrian Facilities Committee							
Historic Preservation Board							
Outreach Advisory Committee							
Special Events Committee							
Street Light Committee							
Technology Advisory Board							
Tree Advisory Board							
Veterans Advisory Committee							

EXTERNAL COMMITTEES

Agency on Bay Management (ABM)							
Bay & River (Estero Bay Agency on Bay Management)							
Blue Zone							
Board of County Commissioners (BOCC)							
Bonita Estero Economic Development Council							
Bonita Springs Utilities (BSU)							
Chamber of Commerce							
Charlotte Harbor National Estuary Program (CHNEP)							
Coastal Advisory Committee (Beaches & Shores)							
Collier County Liaison							
CREW Land and Water Trust Executive Board							
Estero Liaison (Estero Community Committee Leaders - ECCL)							
Fire Control District Liaison							
Florida League of Cities (FLC) Liaison							
Fort Myers Beach Liaison							
Horizon Council							
Human Services Advisory Council							
Lee County Sheriff's Office Liaison							
Metropolitan Planning Organization (MPO) - 2 voting members							
Metropolitan Planning Organization (MPO) - Alternate							
Regional Planning Council (RPC)							
Southwest Florida League of Cities (SWFLC)							
Southwest Florida League of Cities (SWFLC) - Alternate							
Tourist Development Council (TDC)							
West Coast Inland Navigation District (WCIND)							
Wonder Gardens Board							
YMCA							



Advisory Boards



Art in Public
Places



Historic
Preservation
Board



Special
Events
Committee



Zoning Board



Local Planning
Agency



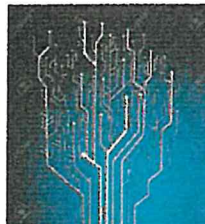
Street Light
Advisory Board



Veteran's
Advisory
Committee



Tree Advisory
Board



Technology
Advisory
Board



Bicycle Pedestrian
Safety Advisory
Committee



Outreach Advisory
Committee

Volunteer Today

It make the whole community stronger

The City of Bonita Springs is thankful for the volunteers that allow the City to practice government light. The city relies heavily on the input and time, volunteerism and expertise of the volunteers that make up these committees.

The City of Bonita Springs Official Citizen Advisory Committees are: Art in Public Places, Historic Preservation Board, Special Events Committee, Zoning Board, Local Planning Agency, Street Light Advisory Committee, Veteran's Advisory Committee, Tree Advisory Board, Technology Advisory Board, Bicycle Pedestrian Safety Advisory Committee and Outreach Advisory Committee. Each of these volunteer committees taps into the talent that is here in Southwest Florida. These individuals step up and volunteer their time in order to make the City better.

The City of Bonita Springs in always seeking volunteers to serve on various advisory boards and committees that have been established to assist the City Council on a number of civic issues when vacancies occur. The terms and conditions of these committees vary. Please visit http://www.cityofbonitasprings.org/services_departments/city_clerk/boards_and_committees to download the Advisory Committee application and to see current openings.

If you are interested in serving on a committee, please submit your application to City Clerk, Debbie Filipek.

Advisory Boards

Art in Public Places Board

The Art in Public Places Board is devoted to developing a public art collection by selecting, locating, placing and maintaining art in public places, exposing the community to the arts, fostering education programs and advancing economic growth. The Board acquires art for the City utilizing private and public sponsorships. By bringing artwork outside traditional contexts, the Art in Public Places Board provides increased access to the art. One of the Art in Public Places projects is Art in the Sun. This project brings art donated by local and national artists along Old 41 so the public may enjoy them. A few of the pieces on display include: Setting the Pace by Jane DeDecker, the Secret Bench of Knowledge by Lea ViVot and Lobster Claw Heliconia by Dave Kellum.

Historic Preservation Board

The purpose of the Historic Preservation Board is to identify, evaluate, preserve and protect historical and archaeological sites and districts within the City of Bonita Springs. The Board reviews historic sites, areas, structures and buildings for possible designation as historic resources and determines the historical significance of a designated historic resource. Prior to changes to an historic structure or property, the Board issues certificates of appropriateness to protect these resources. The board also encourages historic preservation by creating programs of technical assistance and financial incentives for preservation practices. They work to stabilize and improve property values through the revitalization of older residential and commercial neighborhoods. They also promote historic preservation activities and cultural and educational programs aimed at fostering a better understanding of the community's heritage.

Special Events Committee

The Special Events Committee helps promote and support the city events. The three major events they assist with are Celebrate Bonita, 4th of July and Holiday in the Park. They also provide recommendations to City Council on any changes to the special events ordinance. The committee is also called upon from time to time to advise Council for events.

Zoning Board

The purpose of the Zoning Board is to look at cases and make recommendations to Council based on evidence, experts, and sworn testimony. The Board reviews applications of property owners wishing to change the use/zoning of their property. After reviewing the application, the Board makes recommendations to City Council based on evidence, experts, and sworn testimony.

Local Planning Agency

Under Sec. 163.3174, F.S., each local government is required to establish, by ordinance, a Local Planning Agency (LPA). The Local Planning Agency reviews rezoning and comprehensive plan amendments in Bonita Springs. The LPA consists of appointed members selected from the community. It has the responsibility for making recommendations to the City Council regarding development of, or changes to, the City's Comprehensive Plan and the Land Development Code as well as a variety of other items, to ensure that they are consistent with, and serve to implement, the City's Comprehensive Plan.

Street Light Advisory Board

The Street Light Advisory Board reviews citizens' requests for new lighting by individually going out to the area and investigating things like where are the transformers, shrubbery that would interfere, private property or roads that would restrict the service and many other issues. They visit in the daytime as well as night to become aware of the situation. The board also studies the city lighting map to investigate areas that need additional lighting. The volunteers investigate and report back to the board. They also investigate streetlights that are out and obtain the number on the pole. The number on the pole is like a street address for the pole making it easier for FPL to repair at the exact location. The board members are a dedicated group that take action and get the job completed.

Veteran's Advisory Committee

This committee has several duties. The committee assists the City in providing input regarding any and all veterans affairs, assists the American Legion Ladies Auxiliary in the administration of the Gold Star/Blue Star Mothers Program, acts as a resource agency for setting standards for the flying of our National Flag, and also assists the Bonita Springs Assistance Office through an out-reach program for homeless vets. They also network with the VA and the Lee County Veteran's Service Office regarding veteran's affairs. In addition, the committee acts as a liaison to the City for all three veteran's organizations in Bonita Springs; American Legion Posts #303 and #388, and Veterans of Foreign War Post #4254. The last several years, they've also co-sponsored (along with the three aforementioned veterans' organizations and the City) "Star Spangled Bonita" on July 4th, and both the Memorial Day and Veteran's Day ceremonies at River-side Park. The committee, by City Charter, is comprised of nine members comprised of one member from each of the following five veterans organizations: the VFW, the American Legion, the VFW Ladies Auxiliary, the American Legion Ladies Auxiliary, and the Purple Heart Association (combat wounded veterans); along with four veterans at large. Please e-mail Bobby Hunter at bhunter024@yahoo.com for more information on the Veteran's Advisory Committee or for a concern or need for a Veteran in our community.

Tree Advisory Board

The Tree Advisory Board was founded by Mayor Ben Nelson. The Tree Advisory Board realizes the importance of trees to our community, our world and our lives. The Board works to keep the City of Bonita Springs a Tree City USA. The Board also protects heritage trees such as live oak, banyan trees, and slash pines not only for history and longevity, but how they positively impact eco-systems. The Board reviews land development and zoning sites prior to redevelopment to ensure heritage trees are protected and preserved. They also work to inform the public about native plants that are healthy for our community and invasive exotics that should be avoided as well as good pruning practices. Also, the Board deals with non-native invasive plants.

Technology Advisory Board

The purpose of the Technology Advisory Board is to research various topics that relate to new technologies and their impact on the City of Bonita Springs. The committee is made up volunteers with diverse and extensive real-world experience, a willingness to share ideas objectively and a long-term view of the functions of local government. The committee's initial assignments are to understand the integration needs and issues of the City's various existing technologies, to deal with any "green" issues as they relate to emerging technology, to review existing security practices and to explore social networking opportunities for the City. The committee will eventually formulate recommendations for Council to consider along these lines.

Bicycle Pedestrian Safety Advisory Committee

The Bicycle Pedestrian Safety Advisory Committee strives for the enhancement of bicycle and pedestrian paths for the safety of residents and visitors of Bonita Springs. BPSAC objectives include improving the conditions for bicyclists and pedestrians, promoting bicycling and walking as a means of transportation, and enhancing safety for bicyclists and pedestrians. The Committee also reviews relevant ordinances, organizes public events and works with other bicycle and pedestrian organizations at state and national levels. A main component of this five-person committee is to coordinate with other groups so that Bonita Springs will interface and have connectivity with the other bicycle and walking organizations.

Outreach Advisory Committee

The Outreach Advisory Committee provides input to the City Council with a view towards fostering broad and inclusive participation by members of the Bonita Springs community in civic affairs without regard to race, creed or gender. Input may include suggestions regarding city programs, events and advisory committee participation.

Committee List Descriptions, Meetings

Bay & Rivers (Estero Bay Agency on Bay Management)

The ABM is a non-regulatory advisory committee to the Council. Its directive is to make comments and recommendations regarding the management of Estero Bay and its watershed. The ABM collects and maintains data and it reviews and comments to regulatory agencies on issues affecting the watershed. Its members include Lee County legislative delegates and representatives of the Council, local chambers of commerce, citizen and civic associations, the Responsible Growth Management Coalition, Lee County, Collier County, Fort Myers, Fort Myers Beach, the SFWMD, the Florida Department of Environmental Protection, the Florida Fish and Wildlife Conservation Commission, Florida Gulf Coast University, Federal agencies involved in natural resource management, commercial and recreational fishing interests, environmental and conservation organizations, scientists, affected property owners, and the land development community.

Meetings: 2nd Monday of the Month at 9:30 a.m. Most meetings are held in the conference room of the Southwest Florida Regional Planning Council, but some are occasionally held at other sites within the Estero Bay watershed.

Blue Zone

Blue Zones Project encourages changes to the community that lead to healthier options.

The steering committee provides general guidance to the Blue Zones Team and the sector leadership committees. The structure of the steering committee is such that the local mayors or their designee are invited to sit on that committee. There are 17 leaders from various sectors (chambers of commerce, schools, health, worksites, municipalities, etc.) that sit on this committee.

Being on the Policy Committee provides a means in which they can inform other leaders and the community about the initiatives, as well as ask for collaboration from key partners. In addition, Blue Zones Project can fund bringing in national policy (built environment, food and tobacco) to consult with city representatives if desired.

Board of County Commissioners (BOCC)

The five-member Board of County Commissioners is the legislative and governing body of Lee County, Fla. Each County Commissioner is elected at large for a maximum of three, four-year terms of office. Each Commissioner represents and resides in one of the five Commission Districts. Each November, the Board elects a Chairman who serves as its presiding officer.

Meetings: 1st and 3rd Tuesday of the Month at 9:30 a.m in Fort Myers.

Bonita Estero Economic Development Council

The Bonita Springs Estero Economic Development Council (BSEEDC) is committed to building a regionally prosperous, sustainable, and economically diverse community. Our role is to serve as brand ambassadors, facilitators and advocates. We exist to help local companies succeed and grow, to help relocating companies get their business up and running as quickly as possible, and to attract new businesses to our region for sustainable job growth.

This board also makes quarterly presentations to the Bonita Springs City Council.

Meetings: Second Wednesday of each month at 4:00 pm at the Chamber Office

Bonita Springs Utilities (BSU)

Bonita Springs Utilities is a not-for-profit water and wastewater utility founded by local citizens in 1971. The member-owned utility provides service in the City of Bonita Springs, The Village of Estero and unincorporated South Lee County.

Meetings: The Board of Directors meets at 5 p.m. on the first and third Tuesday of each month at the BSU office located at 11900 East Terry Street (temporarily at 11500 Operations Way). There is also an annual conference held at 7:00 p.m. on the 3rd Tuesday in March.

Chamber of Commerce

The Bonita Springs Area Chamber of Commerce is a membership organization whose mission is to serve our members, promote an environment where business can grow and prosper, and to enhance the quality of life of the Bonita Springs area.

Meetings: 2nd Thursday of the month is Board of Directors meeting and 3rd Thursday of every other month is Executive Board meeting (Executive Board meetings subject to change) at the Bonita Springs Chamber of Commerce office.

Charlotte Harbor National Estuary Program (CHNEP)

Partnership that protects the Charlotte Harbor estuaries from Venice to Estero Bay.

Meetings: Quarterly in Punta Gorda, at 9:30 A.M.

Coastal Advisory Committee

The committee assists the Board of County Commissioners with its establishment of unified beach erosion control and inlet management programs within the unincorporated and incorporated areas of Collier County, and advises the Board of County Commissioners and the Tourist Development Council (TDC) of project priorities with respect to funding sources that are available to Collier County for restoration and protection of its shoreline. The committee is composed of three members from the unincorporated area of Collier County, three members from the City of Naples and three members from the City of Marco Island. Appointments of members from the City of Naples and the City of Marco Island shall be appointed from a list containing one or more qualified applicants submitted by the respective governing bodies of those cities. Selection for membership on this committee will be based upon the applicant's familiarity with coastal processes, inlet dynamics, coastal management programs, or demonstrated interest in such programs; relevant education and experience; leadership and involvement in community affairs; and willingness to attend meetings and to undertake and complete assignments.

Meetings: 2nd Thursday of the month at 1 p.m. in the Board of County Commissioners chambers, third floor, Collier County Government Center, 3299 Tamiami Trail East, Naples, Florida 34112

Collier County BOCC Liaison

The Board of County Commissioners consists of five elected officials who, as the chief legislative body of the County, are responsible for providing services to protect the health, safety, welfare and quality of life of the citizens of Collier County. The Board is the chief policy-making body of Collier County, responsible for providing services to protect the health, safety, welfare and quality of life of the citizens of Collier County. Commissioners are responsible for approving County Government's annual operating budget and capital improvements program and for the appointment of a county administrator to carry out the Board's policies and manage the operations of County Government. Collier County contacts the Liaison on an as-needed basis and vice versa.

Meetings: Meetings are held the 2nd and 4th Tuesday of the month at 9:00 a.m. in the Board of County Commission chambers, third floor, Collier County Government Center, 3299 Tamiami Trail E. Naples, Florida

CREW Land and Water Trust Executive Board

The CREW Land & Water Trust was established in 1989 as a nonprofit organization to coordinate the land acquisition, land management, and public use of the 60,000-acre Corkscrew Regional Ecosystem Watershed.

Estero Liaison (Estero Community Committee Leaders – ECCL)

The ECCL is a group of elected residents from each of Estero's residential communities.

All ECCL delegates report back to their respective community boards and residents directly and through their community media systems ranging from email networks to newsletters to websites or television channels.

Given the incorporation of the Village of Estero, the ECCL is still active in the community and also makes recommendations to the Village Council.

Meetings: 2nd Friday of the month 10:00 a.m. – 12:00 p.m. in the Recreation Center at the Estero Community Park.

Fire Control District Liaison

The Bonita Springs Fire and Rescue District contacts the Liaison on an as-needed basis and vice versa.

Meetings: 2nd Monday of the month at 5:00 p.m. in Bonita Springs Fire Station Four located at 27701 Bonita Grande Drive.

Florida League of Cities (FLC) Liaison

The Florida League of Cities is the united voice for Florida's municipal governments. Its goals are to serve the needs of Florida's cities and promote local self-government.

Meetings: An annual conference is also held in even years at the Diplomat Hotel in Hollywood, Florida. In odd years, the annual conference is held at the Orlando World Center Marriott in Orlando, Florida.

Fort Myers Beach Liaison

The Town of Fort Myers Beach contacts the Liaison on an as-needed basis and vice versa.

Meetings: There are no recurring meetings other than their elected board meetings that occur the 1st and 3rd Monday of the month at 9:00 a.m., respectively in the Town Hall Council Chambers located at 2523 Estero Boulevard.

Horizon Council

The Horizon Council is a public-private board established in 1991 to advise the Lee County Board of Commissioners on economic development issues. The Council has up to 80 members representing cities; chambers of commerce; economic development and trade organizations; community, business, and education organizations; along with various officers and at-large members.

As a public-private economic development advisory board to the Lee County Board of Commissioners, the Horizon Council is the voice of business in Lee County. The Council's mission is to improve Lee County's business environment, retain and encourage expansion of existing businesses, and attract new and diversified employers. It is the only public-private partnership of Lee County Government and business leaders.

Meetings: 2nd Friday of every month at 8:00 a.m. at the Lee County Economic Development Office 2201 Second Street, Conference Room 118, 1st Floor Fort Myers, FL 33901

Human Services Advisory Council

The Lee County Department of Human Services serves as a collaborative hub for resources (Federal, State, Local, Private, and Non-Profit) designated to aid economically disadvantaged individuals and families in our community.

There are two advisory committees currently associated with Human Services, the Community Action Agency/Neighborhood District Committee and the Community Human Services Council. These committees provide opportunities for community members to participate in planning and discussions of human service needs within Lee County.

Community Action Agency/Neighborhood District Committee

The Community Action Agency/Neighborhood District Committee serves as an advisory body to the Lee County Board of County Commissioners on the planning, performance evaluation and public comment regarding:

- Community Services Block Grant Action Plan
- HUD Consolidated Plan
- HUD Annual Action Plan
- HUD Annual Performance Plan
- Funding for projects within targeted neighborhood districts

The Committee's recommendations shall be submitted to the Board, which may adopt, modify or amend them.

Community Human Services Council

As a result of the Smart Growth initiative and shrinking State and Federal resources, the Board of County Commissioners created the Community Human Services Council (CHSC). The CHSC, comprised of private and public community stakeholders, is charged with the task of effectively designing a community-based plan for current and future human service needs in Lee County.

As state and federal funding diminishes, services and associated costs shift to the local community. This means we will need to prioritize services; invest in measurable outcomes; and coordinate advances in technology, planning and service delivery to effectively meet service demands. The CHSC will assure there is a countywide strategic plan to assist in providing service coordination and resource planning. The strategic plan will promote strengthening of private and public partnerships, promote collaboration and integration of community services, and strive to eliminate fragmented service delivery systems.

Meetings: Meetings will be held monthly unless otherwise determined by the membership.

Lee County Sheriff's Office Liaison

Lee County Sheriff's Office contacts the Liaison on an as-needed basis and vice versa.

Meetings: There are no recurring meetings.

Metropolitan Planning Organization (MPO)

The MPO is the body of representatives charged with addressing the transportation needs of the region.

The MPO provides complete information, timely public notice, and full public access to decisions and documents. It supports early and continuing public involvement in the development and review of its plans and programs. It especially tries to seek out and consider the interests of people whose needs may be not be well served by the existing transportation system, such as low income and minority households and persons with limited personal mobility.

Normally the MPO annually solicits proposals for transportation enhancement projects on local roads from the public. Applications may include installation of sidewalks, bike paths, and street enhancement improvements.

Meetings: Regular meetings occur on the 3rd Friday of the month at 9:00 a.m. in the City of Cape Coral Council Chambers 1015 Cultural Park Boulevard Cape Coral, Florida 33990 Executive Committee meetings occur the 2nd Wednesday of the month at 1:30 p.m. in Cape Coral Public Works Building Room 200 815 Nicolas Parkway, Cape Coral, FL 33915.

The City of Bonita Springs needs to appoint two (2) voting members and an alternate.

Metropolitan Planning Organization – Alternate

Please see previous page.

Regional Planning Council (RPC)

The agency is directed by a thirty-six member Council composed of local elected officials and gubernatorial appointees. Four individuals who represent State interests provide assistance as Ex-Officio members.

Meetings: 3rd Thursday of the month at 9:00 A.M.

Southwest Florida League of Cities (SWFLC)

This regional league is an off-shoot of the Florida League of Cities but deals with more local, regional issues.

(Membership is based in the counties of DeSoto, Charlotte, Lee, Hendry and Collier)

President: Honorable Teresa Watkins-Brown, Councilwoman, Fort Myers

Meetings: Quarterly on the third Thursday of the month at Veranda Restaurant

2212 Second Street Fort Myers, Florida 33901

Tourist Development Council (TDC)

The Tourist Development Council is a nine-member Council appointed as an advisory committee to the Lee County Board of County Commissioners (BOCC). TDC members oversee the entire tourist development tax fund, provide direction on programs and budget, and review the expenditures of the Lee County Visitor & Convention Bureau (VCB) quarterly.

Voting Membership for municipalities is rotated among the cities. Currently, Councilmember Gibson is a seated, voting member.

Meetings: 2nd Thursday of the month at 9:00 a.m. at the Lee County Admin East, Conference Room #118 on 2201 Second Street, Fort Myers, FL 33901

West Coast Inland Navigation District (WCIND)

The West Coast Inland Navigation District (WCIND) is a multi-county special taxing body, covering Manatee, Sarasota, Charlotte, and Lee counties, encompassing an estimated 1.1 million people. The district plays a pivotal role in the waterway projects that promote safe navigation from the “Open Water” of the Gulf of Mexico or the Gulf Intracoastal Waterway (GIWW) to the systems of secondary waterways and supports boating, fishing, and beach-oriented projects.

Meetings: Meetings occur approximately 6 times per year and are held as called by the commissioner at the Venice City Hall Council Chambers located at 401 W. Venice Avenue, Venice FL

Everglades Wonder Gardens

Members of the community established Bonita Wonder Gardens as a 501(c)(3) not-for-profit organization in September 2014 with the mission to purchase, operate, and enhance the Everglades Wonder Gardens, an historic attraction founded in 1936. The non-profit purchased the Everglades Wonder Gardens in April 2015.

The Everglades Wonder Gardens is dedicated to offering our community and its visitors an educational, recreational, environmental, and historical resource.

YMCA

The YMCA is a nonprofit organization for youth development, healthy living and social responsibility. Based on the input of the YMCA staff and volunteers, the plan defines what the organization wants to achieve in their three areas of focus: youth development, healthy living and social responsibility

Meetings: 3rd Friday of the Month at 8:00 a.m. in Bonita Springs.

BONITA SPRINGS CITY COUNCIL		GREEN SHEET:	20-06-162
AGENDA ITEM SUMMARY Request for proposals to Provide External Audit Services			
REQUESTED MOTION: Approve the Audit Committee's recommendation regarding the Request for Proposals to Provide External Audit Services			
MEETING DATE: 6/17/2020			
AGENDA:		REQUIREMENT/PURPOSE: (Specify)	REQUESTOR OF INFORMATION:
☐	PRESENTATIONS	☐	Anne K. Wright, CPA, CGFO Finance Director
☐	CONSENT	☐	
☐	PUBLIC HEARING	☐	
☐	MAYOR AND COUNCIL MEMBER ITEMS	☐	
☐	MAYOR AND COUNCIL MEMBER'S REPORTS		
☐	CITY ATTORNEY ITEMS		
☒	CITY MANAGER ITEMS		
BACKGROUND: On June 3, 2020, City Council appointed three members of City Council to serve on the City's Audit Committee. The Audit Committee has a scheduled meeting on Monday, June 15 th at 2PM, at which time it is expected that the Committee will develop a recommended format for the Request for Proposals to Provide External Audit Services. After the Committee approves their recommendation, the Request for Proposals to Provide External Audit Services will be included as an addendum to the June 17, 2020 City Council meeting agenda for Council action at that meeting.			
IS THIS RELATED TO A STRATEGIC PLAN OBJECTIVE? ☒ YES ☐ NO IF YES, WHICH STRATEGIC OBJECTIVE? Financial Transparency			
STAFF RECOMMENDATIONS: Council approval of the Request for Proposals to Provide External Audit Services.			
REVIEWED BY: City Manager: _____ City Attorney: _____ City Clerk: _____ Department Director: _____ 			
COUNCIL ACTION: ☐ APPROVED ☐ DENIED ☐ DEFERRED ☐ OTHER			