

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

**Meeting Date:** May 19, 2009

☒ **Consent**      ☐ **Regular**  
☐ **Workshop**      ☐ **Public Hearing**

**Submitted By:** Engineering & Public Works

**Submitted For:** Road & Bridge Division

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve:

- A) Modification Number Two to the original Project Agreement, R2006-1058 with the Federal Emergency Management Agency (FEMA) through the Department of Community Affairs (DCA) which provides funding of up to 75% of the total cost of replacement of single strength, single hung windows with storm impact resistant single hung windows on six County owned bascule bridges; and
- B) A Budget Amendment of \$36,782 in the County Transportation Fund to recognize up to 75% reimbursement of the estimated cost of storm impact windows to six bridge houses from FEMA and appropriate it to Bridge Improvement/Major Repairs.

**SUMMARY:** Approval of this Modification with the DCA will reinstate and extend the Agreement from December 30, 2008 to June 30, 2009 so that the scope of work as set forth in Modification No.1 of the original Agreement can be completed by Palm Beach County. This Modification would also increase the 75% reimbursable amount from \$93,296 to \$125,725 plus \$4,353 administrative costs for a total of \$130,078 for the cost to complete the much needed window replacement project and delete the Linton Boulevard Bascule Bridge from consideration.

District 1 and 4 (MRE)

**Background and Justification:** Palm Beach County (County) applied for and was granted funds from FEMA Hazard Mitigation Grant Program for the replacement of existing single strength, single hung windows with storm impact resistant single hung windows on six County bascule bridges. FEMA, through the DCA, will reimburse the County up to 75% (\$125,725) of the estimated \$167,633 cost to complete this project plus \$4,353 administrative costs for a total of \$130,078. This cost increase from the original Agreement amount of \$93,269 to \$125,725 is due to an increase of

(Continued on page 3)

**Attachments:**

1. Location Map
2. Modification No.2
3. Modification No.1 (R2008-1601)
4. Agreement (R2006-1058)
5. Budget Amendment

**Recommended By:**

Mark D. Berry  
Division Director

4/16/09  
Date

**Approved By:**

S. J. Webb  
County Engineer

4/28/09  
Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>\$47,591</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>&lt;\$36,782&gt;</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>\$10,809</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

# ADDITIONAL FTE  
POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in Current Budget? Yes \_\_\_\_\_ No X  
Budget Acct No.: Fund \_\_\_\_\_ Dept. \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
Program

### B. Recommended Sources of Funds/Summary of Fiscal Impact:

County Transportation Trust Fund  
Fed Grant Capital-Transport  
Bridge Improvement/Major Repairs

Estimated Cost-Storm Impact Windows	\$167,633.00
FEMA Reimbursement Previously Approved	<\$ 93,296.00>
FEMA Additional 75% Reimbursement	<\$ 32,429.00>
Total Grant Match	<u>\$ 41,908.00</u>
Grant Match Previously Approved	<\$ 31,099.00>
Fiscal Impact	<u>\$ 10,809.00</u>

Grant Funding	
FEMA Reimbursement Previously Approved	\$ 93,296.00
FEMA Additional 75% Reimbursement	\$ 32,429.00
Administrative Cost (100% reimbursed)	<u>\$ 4,353.00</u>
Total	<u>\$130,078.00</u>

C. Departmental Fiscal Review: Adm White

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Jim Doherty 5-11-09  
OFMB  
5/11/09  
CN 4/29/09  
JP 5/11/09

Dr. J. Jacoby 5/11/09  
Contract Dev. and Control  
5/11/09

### B. Approved as to Form and Legal Sufficiency:

M. K. H. [Signature]  
Assistant County Attorney

This modification complies with our review requirements.

### C. Other Department Review:

\_\_\_\_\_  
Department Director

This summary is not to be used as a basis for payment.

**Background and Justification:** (Continued from page 1)

labor, engineering, and building materials from the time original estimates were submitted to the DCA until the time of actual construction contract approval. This Modification also grants a time extension from December 30, 2008 to June 30, 2009 in order to complete final submittal of required documentation to the DCA and deletes the Linton Boulevard Bascule Bridge from the Agreement due to the fact that storm impact windows were installed as a result of the remodeling of the exterior of the bridge tender house by the City of Delray Beach.

**Late October**

M. 930056

№. 930094

No. 930214

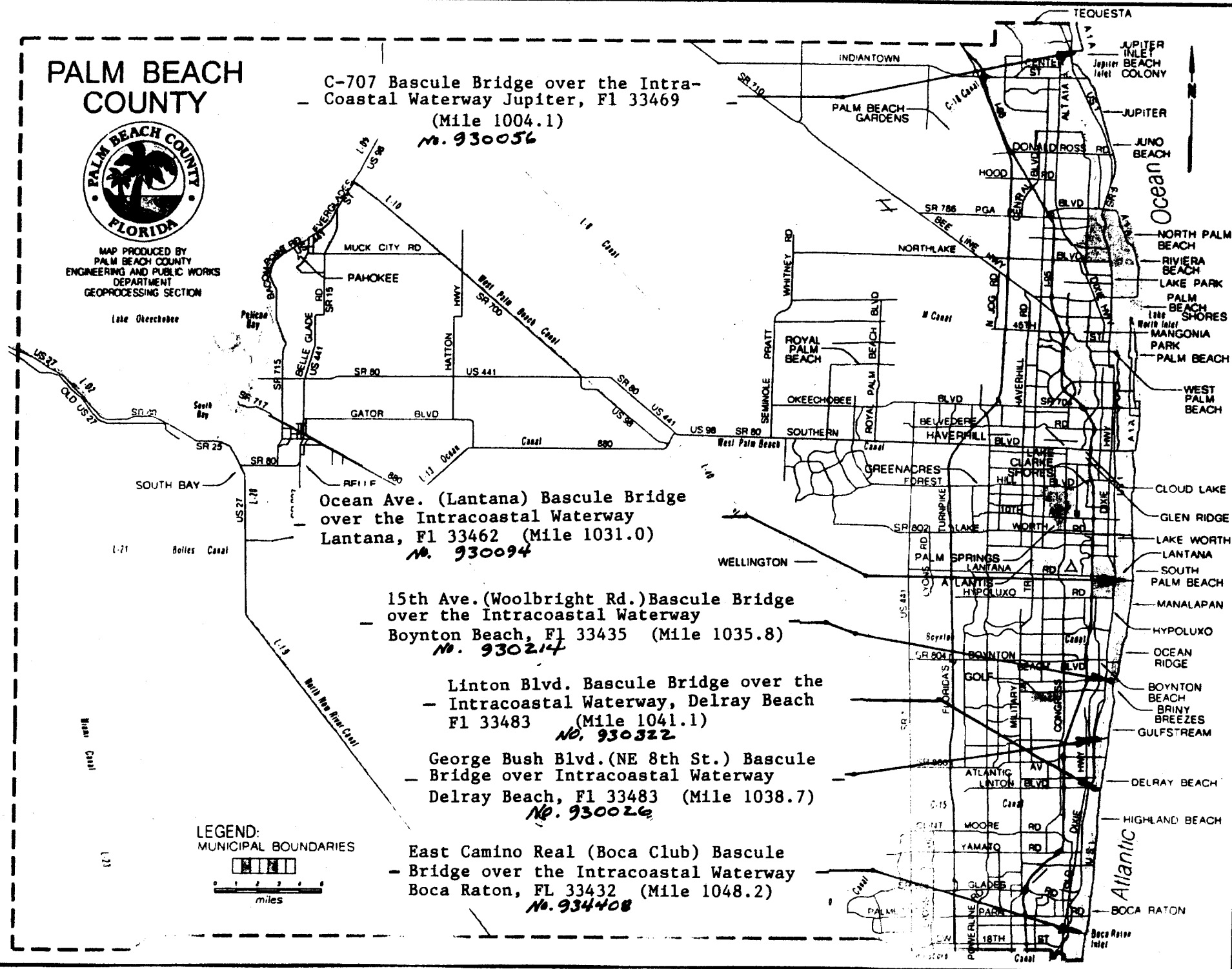
FILE 1041  
NO. 930322

№. 930026

**No. 934408**

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miles



Contract Number: 07HM-4@-10-60-01-015  
Project Number: 1545-31-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN  
THE DIVISION OF EMERGENCY MANAGEMENT AND  
PALM BEACH COUNTY**

This Modification Number Two is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Palm Beach County ("the Recipient") to modify DEM Contract Number 07HM-4@-10-60-01-015, dated July 31, 2006 ("the Agreement").

WHEREAS, the Agreement expired on December 30, 2008; and

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby reinstated as though it had never expired.
2. Paragraph 3 of the Agreement is hereby amended to read as follows:

This Agreement shall begin upon execution by both parties, and shall end June 30, 2009 unless terminated earlier in accordance with the provisions of paragraph (12) of this Agreement.

3. The Agreement is amended to increase the maximum amount payable under the Agreement to One Hundred Thirty Thousand Seventy Eight and No/100 Dollars (\$130,078.00).
4. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
5. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
6. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

**RECIPIENT: PALM BEACH COUNTY**

**DIVISION OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Name and Title: W. Craig Fugate, Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$130,078.00 subject to the availability of funds. All requests for reimbursement of administrative costs must be accompanied by the back-up documentation evidencing all such administrative costs.

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

1. \_\_\_\_\_ No advance payment is requested.
2. \_\_\_\_\_ An advance payment of \$ \_\_\_\_\_ is requested.

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

If the necessary funds are not available to fund this Agreement as a result of action by Congress, the state Legislature, the Office of the Comptroller or the Office of Management and Budgeting, all obligations on the part of the Department to make any further payment of funds hereunder shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of receipt of notice from the Department.

(18) REPAYMENTS

All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of "Department of Community Affairs", and mailed directly to the Department at the following address:

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## **EXHIBIT – 1**

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT  
CONSIST OF THE FOLLOWING:**

**Federal Program:** *Federal Emergency Management Agency*  
**Catalog of Federal Domestic Assistance Number:** *97.039*  
**Amount of Federal Funding:** *\$130,078.00*

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED  
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

*Only the services described within the attached Agreement and Attachment A are eligible  
expenditures for the funds awarded.*

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

*Not Applicable*

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

*Not Applicable*

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

*Not Applicable*

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO  
THIS AGREEMENT ARE AS FOLLOWS:**

*Not Applicable*

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

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**(Revised) Attachment A**

**Budget and Scope of Work**

**Scope of Work**

As a Hazard Mitigation Grant Program project, the Recipient, Palm Beach County, will wind retrofit five (5) Bascule Bridge Control Towers, as listed below by purchasing and installing impact resistant glass on windows and accordion roll down shutters on doors as follows:

1. Palm Beach County, Bascule Bridge #930026 located at George Bush Boulevard at the intracoastal waterway Boynton Beach, Florida 33435, install impact resistant glass on seven (7) glass windows and accordion roll down shutter on one (1) door opening.
2. Palm Beach County, Bascule Bridge #930056 located at County Road 707 at the intracoastal waterway Jupiter, Florida 33469, install impact resistant glass on thirteen (13) glass windows and accordion roll down shutters on two (2) door openings.
3. Palm Beach County, Bascule Bridge #930094 located at Ocean Avenue at the intracoastal waterway Lantana, Florida 33462, install impact resistant glass on nine (9) glass windows and accordion roll down shutter on one (1) door opening.
4. Palm Beach County, Bascule Bridge #930214 located at 15<sup>th</sup> Avenue at the intracoastal waterway Boynton Beach, Florida 33435, install impact resistant glass on seven (7) glass windows and accordion roll down shutter on one (1) door opening.
5. Palm Beach County, Bascule Bridge #934408 located at East Camino Real Boulevard at the intracoastal waterway Boca Raton, Florida 33432, install impact resistant glass on ten (10) glass windows and accordion roll down shutter on one (1) door opening.

This is FEMA project **1545-31-R**, funded under 1545-DR-FL.

This Period of Performance for this project ends on December 30, 2008.

**Schedule of Work:**

State Grant Approval Process:	3 Months
Formal Bid and Award Contract:	3 Months
Order Materials:	3 Months
Rehabilitation and Installation:	6 Months
Clean-up and incidental Labor:	0 Months 20 Days
Final Inspection:	1 Month
Unpredictable Weather Delays:	3 Months
State Contracting:	4 Months
Delivery Delays:	3 Months
<u>State Final Inspection and Closeouts:</u>	<u>3 Months</u>
<b>Total Period of Performance:</b>	<b>29 Months 20 Days</b>



## **Budget**

### **Line Item Budget\***

	<b>Project Cost</b>	<b>Federal Share</b>	<b>Local Share</b>
Bascule Bridge #930026 Material & Installation	\$ 31,221.00	\$ 23,416.00	\$ 7,805.00
Bascule Bridge #930056 Material & Installation	\$ 33,221.00	\$ 24,916.00	\$ 8,305.00
Bascule Bridge #930094 Material & Installation	\$ 32,546.00	\$ 24,409.00	\$ 8,137.00
Bascule Bridge #930214 Material & Installation	\$ 35,421.00	\$ 26,566.00	\$ 8,855.00
Bascule Bridge #934408 Material & Installation	<u>\$ 35,224.00</u>	<u>\$ 26,418.00</u>	<u>\$ 8,806.00</u>
<b>Sub-Total:</b>	\$167,633.00	\$125,725.00	\$ 41,908.00
<b>Administrative Cost:</b>	\$ 0.00	\$ 4,353.00	\$ 0.00
<b>Total:</b>	\$167,633.00	\$130,078.00	\$ 41,908.00

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

### **Funding Summary**

Federal Share:	\$125,725.00 (75%)
Local Share:	<u>\$ 41,908.00</u> (25%)
<b>Total Projects Cost:</b>	\$167,633.00 (100%)

Recipient Administrative Allowance up to \$4,353.00

*The materials and work funded pursuant to this Subgrant Agreement are intended to decrease the vulnerability of the building to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural or man made disaster.*

*The funding provided by the Department of Community Affairs under this subgrant is only intended to pay for the materials and labor for the installation of storm shutters and/or other hardening activities as a retrofit measure for the Recipient's building to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Department in no way confers or implies any warranty of use or suitability for the modifications made or installed. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.*

*This project has not been evaluated as meeting the standards of the Department of Homeland Security, Federal Emergency Management Agency (FEMA) as outlined in the guidance manual, FEMA 361-Design and Construction for Community Shelter. It is understood and agreed by the Department and the Recipient that the building has vulnerabilities due to age, design and location which may result in damage to the building even after the installation of the mitigation measures funded under this Subgrant Agreement. It is further understood and agreed by the Department and the Recipient that this mitigation project is not intended to make the building useable as a shelter for the Recipient's staff or any other citizens in the event of any natural or man-made disaster.*

Agreement Number: 07HM-4@-10-60-01-015

Project Number: 1545-031-R

**MODIFICATION NUMBER ONE TO SUBGRANT AGREEMENT BETWEEN  
THE DIVISION OF EMERGENCY MANAGEMENT AND  
PALM BEACH COUNTY**

**R 2008 16 01 SEP 23 2008**

This Modification Number One is made and entered into by and between the State of Florida, the Division of Emergency Management (hereinafter "the DEM") and Palm Beach County (hereinafter "the Recipient") to reinstate and extend that agreement between them dated August 2, 2006 and numbered DCA Contract No. 07HM-4@-10-60-01-015; (hereinafter "the Agreement").

WHEREAS, the Agreement expired on June 30, 2008; and

WHEREAS, the parties desire to reinstate and extend the Agreement to December 30, 2008 in order for the Recipient to complete the Scope of Work, as set forth in Attachment A.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

- A. The Agreement is hereby reinstated as though it had not expired.
- B. The above recitals are true, correct and are incorporated herein.
- C. The **COUNTY** and **DEPARTMENT** agree that this Amendment shall relate back to the Agreement dated August 2, 2006, and between the **COUNTY** and **DEPARTMENT** and shall continue in full force and effect, without interruption or lapse.

D. Paragraph (3) of the Agreement is hereby deleted in its entirety, and the following paragraph substituted in its place for all intents and purposes:

This Agreement shall begin August 2, 2006 and shall end December 30, 2008, unless terminated earlier in accordance with the provisions of paragraph (12) of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed by their duly authorized undersigned officials on the dates set forth below.

R 2008 16 01 SEP 23 2008

RECIPIENT: PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS

By: Addie L. Greene

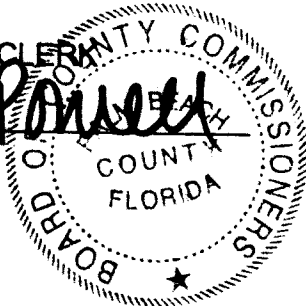
Addie L. Greene Chairperson

ATTEST:

SHARON R. BOCK, CLERK

By: Sharon R. Bock

Deputy Clerk



APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: Marken R. Pitt  
Assistant County Attorney

Date: 9/16/08

APPROVED AS TO TERMS  
AND CONDITIONS

By: Ben T. Webb  
Date: 9/16/08

Federal Employer I.D. \_\_\_\_\_

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: W. Craig Fugate  
5

Name and Title: W. Craig Fugate, Director

Date: 10/23/08

Contract Number: 06HM-4@-10-60-01-030  
CFDA Number: 97.039

**R2006 1058**

**JUN 20 2006**

**FEDERALLY FUNDED SUBGRANT AGREEMENT**

THIS AGREEMENT is entered into by and between the State of Florida, Department of Community Affairs, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and Palm Beach County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

B. WHEREAS, the Department has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions hereinafter set forth; and

C. WHEREAS, the Department has authority pursuant to Florida law to disburse the funds under this Agreement.

NOW, THEREFORE, the Department and the Recipient do mutually agree as follows:

(1) SCOPE OF WORK.

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

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

Both the Recipient and the Department shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachment B.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end June 30, 2008, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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

Contract Number: 07HM-4@-10-60-01-015  
CFDA Number: 97.039

### **FEDERALLY FUNDED SUBGRANT AGREEMENT**

THIS AGREEMENT is entered into by and between the State of Florida, Department of Community Affairs, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and Palm Beach County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

B. WHEREAS, the Department has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions hereinafter set forth; and

C. WHEREAS, the Department has authority pursuant to Florida law to disburse the funds under this Agreement.

NOW, THEREFORE, the Department and the Recipient do mutually agree as follows:

(1) **SCOPE OF WORK**

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

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

Both the Recipient and the Department shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachment B.

(3) **PERIOD OF AGREEMENT**

This Agreement shall begin upon execution by both parties and shall end June 30, 2008, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) **MODIFICATION OF CONTRACT**

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

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal "Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of High Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants to be paid from funds provided under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Department 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 or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department, with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five year period and extends beyond the five year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time of acquisition shall be retained for five years after final disposition.
3. Records relating to real property acquisition shall be retained for five years after closing of title.

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

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

(6) AUDIT REQUIREMENTS

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

(b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Department. "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.

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

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal resources awarded through the Department 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. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.



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

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from Recipient resources obtained from other than Federal entities).

(e) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following: The Department of Community Affairs at each of the following addresses:

Department of Community Affairs  
Office of Audit Services  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

and

Department of Community Affairs  
Bureau of Recovery and Mitigation  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

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

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

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

Department of Community Affairs  
Office of Audit Services  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

and

Department of Community Affairs  
Bureau of Recovery and Mitigation  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

(g) Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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

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

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Department no later than seven (7) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) At a minimum, the Recipient shall provide the Department with quarterly reports, and with a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to such other information as requested by the Department.

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

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

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

(e) The Recipient shall provide such additional program updates or information as may be required by the Department.

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

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors, subrecipients and consultants who are paid from funds provided under this Agreement, to ensure that time schedules are met, the Budget and Scope of Work is accomplished within the specified time periods, and other performance goals stated in this Agreement are achieved. Such review shall be made for each function or activity set forth in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised and Section 215.97, Fla. Stat. (see Paragraph (6) AUDIT REQUIREMENTS, above ), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Department. In the event that the Department 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 Comptroller or Auditor General. In addition, the Department will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall hold the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

(b) Any Recipient who is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible to the extent provided by Section 768.28 Fla. Stat. for its negligent acts or omissions or tortious acts which result in claims or suits against the Department, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Department to make any further payment of funds hereunder shall, if the Department so elects, terminate and the Department may, at its option, exercise any of its remedies set forth in Paragraph (11), but the Department may make any payments or parts of payments after the happening of any Events of Default

without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous Agreement with the Department shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the obligations, terms or covenants contained in this Agreement or any previous agreement with the Department and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

(b) If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the Department.

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

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

(11) REMEDIES.

Upon the happening of an Event of Default, then the Department may, at its option, upon thirty (30) calendar days prior written notice to the Recipient and upon the Recipient's failure to cure within said thirty (30) day period, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (13) herein;

(b) Commence 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) Exercise any corrective or remedial actions, to include but not be limited to:

1. requesting additional information from the Recipient 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,

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

4. requiring the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;

(e) Require that the Recipient return to the Department any funds which were used for ineligible purposes under the program laws, rules and regulations governing the use of funds under this program.

(f) Exercise any other rights or remedies which may be otherwise available under law.

(g) The pursuit of any one of the above remedies shall not preclude the Department from pursuing any other remedies contained herein or otherwise provided at law or in equity. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient.

(12) TERMINATION.

(a) The Department may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Department may terminate this Agreement when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience as evidenced by written amendment of this Agreement. The amendment shall establish the effective date of the termination and the procedures for proper closeout of the Agreement.

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

(13) NOTICE AND CONTACT.

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

(b) The name and address of the Department contract manager for this Agreement is:

Ms. Kathleen Marshall, Planning Manager  
Bureau of Recovery and Mitigation  
Department of Community Affairs  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399  
Telephone: (850) 922-5944  
Fax: (850) 922-1259

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

Mr. Michael Bowman, Director  
Road and Bridge Division  
Palm Beach County  
3700 Belvedere Road  
West Palm Beach, Florida 33406  
Telephone: (561) 233-3955  
Fax: (561) 233-3986

(d) 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 rendered as provided in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any or all of the work required under this Agreement, a copy of the fully executed subcontract must be forwarded to the Department within ten (10) days of execution. The 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 Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

(c) This Agreement has the following attachments:

- Exhibit 1 - Funding Sources
- Attachment A – Budget and Scope of Work
- Attachment B – Program Statutes and Regulations
- Attachment C – Statement of Assurances
- Attachment D – Request for Reimbursement
- Attachment E – Justification of Advance
- Attachment F – Quarterly Report Form
- Attachment G – Copyright, Patent, and Trademark
- Attachment H – Warranties and Representations
- Attachment I – Certification Regarding Debarment, Suspension,  
Ineligibility and Voluntary Exclusion



(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$96,784.00 subject to the availability of funds. All requests for reimbursement of administrative costs must be accompanied by the back-up documentation evidencing all such administrative costs.

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

1. ☒ No advance payment is requested.
2. ☐ An advance payment of \$  is requested.

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

If the necessary funds are not available to fund this Agreement as a result of action by Congress, the state Legislature, the Office of the Comptroller or the Office of Management and Budgeting, all obligations on the part of the Department to make any further payment of funds hereunder shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of receipt of notice from the Department.

(18) REPAYMENTS

All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of "Department of Community Affairs", and mailed directly to the Department at the following address:

Department of Community Affairs  
Cashier  
Finance and Accounting  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Department for collection, the Department must add to the amount of the check or draft a service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the check or draft, whichever is greater.

(19) VENDOR PAYMENTS.

Pursuant to Section 215.422, Fla. Stat., the Department shall issue payments to vendors within 40 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the Agreement. Failure to issue the warrant within 40 days shall result in the Department paying interest at a rate as established pursuant to Section 55.03(1) Fla. Stat. The interest penalty shall be paid within 15 days after issuing the warrant.

Vendors experiencing problems obtaining timely payment(s) from a state agency may receive assistance by contacting the Vendor Ombudsman at (850) 488-2924 or by calling the State Comptroller's Hotline at 1-800-848-3792.

(20) STANDARD CONDITIONS

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

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

(c) Any power of approval or disapproval granted to the Department under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

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

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

(f) A person or affiliate who has 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 Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

(h) With respect to any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, by signing this Agreement, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of 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;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 20(h)2. of this certification; and

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

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

In addition, the Recipient shall submit to the Department (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment I) for each prospective subcontractor which Recipient intends to fund under this Agreement. Such form must be received by the Department prior to the Recipient entering into a contract with any prospective subcontractor.

(i) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(j) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(k) If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(l) The Department of Community Affairs reserves the right to unilaterally cancel this Agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., and made or received by the Recipient in conjunction with this Agreement.

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

(n) 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 Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

(21) LOBBYING PROHIBITION

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

(22) COPYRIGHT, PATENT AND TRADEMARK

The Recipient shall comply with Copyright, Patent and Trademark incorporated as Attachment G.

(23) LEGAL AUTHORIZATION

The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this Agreement.

(24) ASSURANCES.

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

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

R20061058

Recipient: PALM BEACH COUNTY

BY:

Name and title: Tony Masilotti, Chairman

Date: JUN 20 2006

FID# 59-6000785

Sharon R. Bock, Clerk & Comptroller  
Palm Beach County

By Judith C. Bock

Deputy Clerk  
PALM BEACH COUNTY  
FLORIDA

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY Mark R. Pappas

County Attorney

STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

BY: W. Craig Fugate

Name and Title: W. Craig Fugate, Director, Division of Emergency Management

Date: 7/31/06

Approved as to Terms  
and Conditions

By: Michael J. Bohn

## **EXHIBIT - 1**

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT  
CONSIST OF THE FOLLOWING:**

**Federal Program: *Federal Emergency Management Agency*  
Catalog of Federal Domestic Assistance Number: 97.039  
Amount of Federal Funding: \$96,784.00**

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED  
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

*Only the services described within the attached Agreement and Attachment A are eligible  
expenditures for the funds awarded.*

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

*Not Applicable*

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

*Not Applicable*

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

*Not Applicable*

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO  
THIS AGREEMENT ARE AS FOLLOWS:**

*Not Applicable*

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



## **Attachment A**

### **Budget and Scope of Work**

As a Hazard Mitigation Grant Program project, the Recipient, Palm Beach County, will wind retrofit six (6) Bascule Bridge Control Towers, as listed below by purchasing and installing impact resistant glass, window frames and accordion roll down shutters on doors as follows:

1. Palm Beach County, Bascule Bridge #930026 located at George Bush Boulevard at the Intracoastal Waterway Boynton Beach, Florida 33435, install impact resistant glass on seven (7) glass windows and accordion roll down shutter on one (1) door opening.
2. Palm Beach County, Bascule Bridge #930056 located at County Road 707 at the intracoastal Waterway Jupiter, Florida 33469, install impact resistant glass on thirteen (13) glass windows and accordion roll down shutters on two (2) door openings.
3. Palm Beach County, Bascule Bridge #930094 located at Ocean Avenue at the intracoastal Waterway Lantana, Florida 33462, install impact resistant glass on nine (9) glass windows and accordion roll down shutter on one (1) door opening.
4. Palm Beach County, Bascule Bridge #930214 located at 15<sup>th</sup> Avenue at the intracoastal Waterways Boynton Beach, Florida 33435, install impact resistant glass on thirteen (13) glass windows and accordion roll down shutter on one (1) door opening.
5. Palm Beach County, Bascule Bridge #930322 located at Linton Boulevard at the intracoastal Waterways Delray Beach, Florida 33483, install impact resistant glass on eighteen (18) glass windows and accordion roll down shutter on one (1) door opening.
6. Palm Beach County, Bascule Bridge #934408 located at East Camino Real Boulevard at the intracoastal waterway Boca Raton, Florida 33432, install impact resistant glass on nine (9) glass windows and accordion roll down shutter on one (1) door opening.

This FEMA project **1545-31-R**, funded under 1545-DR-FL.

This Period of Performance for this project ends on June 30, 2008.

#### **Schedule of Work:**

State Grant Approval Process:	3 Months
Formal Bid and Award Contract:	3 Months
Order Materials:	3 Months
Rehabilitation and Installation:	6 Months
Clean-up and incidental Labor:	0 Months 20 Days
Final Inspection:	1 Month
Unpredictable Weather Delays:	3 Months
State Contracting:	4 Months
Delivery Delays:	3 Months
<u>State Final Inspection and Closeouts:</u>	<u>3 Months</u>
<b>Total Period of Performance:</b>	<b>29 Months 20 Days</b>

**Line Item Budget\***

	<b>Project Cost</b>	<b>Federal Share</b>	<b>Local Share</b>
Bascule Bridge #930026 Material & Installation	\$ 16,759.00	\$ 12,569.00	\$ 4,190.00
Bascule Bridge #930056 Material & Installation	\$ 21,338.00	\$ 16,003.00	\$ 5,335.00
Bascule Bridge #930094 Material & Installation	\$ 13,310.00	\$ 9,983.00	\$ 3,327.00
Bascule Bridge #930214 Material & Installation	\$ 22,610.00	\$ 16,958.00	\$ 5,652.00
Bascule Bridge #930322 Material & Installation	\$ 32,616.00	\$ 24,462.00	\$ 8,154.00
Bascule Bridge #934408 Material & Installation	\$ 17,762.00	\$ 13,321.00	\$ 4,441.00
<b>Sub-Total:</b>	<b>\$124,395.00</b>	<b>\$ 93,296.00</b>	<b>\$ 31,099.00</b>
<b>Administrative Cost:</b>	<b>\$ 0.00</b>	<b>\$ 3,488.00</b>	<b>\$ 0.00</b>
<b>Total:</b>	<b>\$124,395.00</b>	<b>\$ 96,784.00</b>	<b>\$ 31,099.00</b>

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

**Funding Summary**

<b>Federal Share:</b>	<b>\$ 93,296.00 (75%)</b>
<b>Local Share:</b>	<b>\$ 31,099.00 (25%)</b>
<b>Total Projects Cost:</b>	<b>\$124,395.00 (100%)</b>

Recipient Administrative Allowance up to \$3,488.00

*The materials and work funded pursuant to this Subgrant Agreement are intended to decrease the vulnerability of the building to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural or man made disaster.*

*The funding provided by the Department of Community Affairs under this subgrant is only intended to pay for the materials and labor for the installation of storm shutters and/or other hardening activities as a retrofit measure for the Recipient's building to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Department in no way confers or implies any warranty of use or suitability for the modifications made or installed. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.*

*This project has not been evaluated as meeting the standards of the Department of Homeland Security, Federal Emergency Management Agency (FEMA) as outlined in the guidance manual, FEMA 361-Design and Construction for Community Shelter. It is understood and agreed by the Department and the Recipient that the building has vulnerabilities due to age, design and location which may result in damage to the building even after the installation of the mitigation measures funded under this Subgrant Agreement. It is further understood and agreed by the Department and the Recipient that this mitigation project is not intended to make the building useable as a shelter for the Recipient's staff or any other citizens in the event of any natural or man-made disaster.*

12/17/2005  
8.35

FEDERAL EMERGENCY MANAGEMENT AGENCY  
HAZARD MITIGATION GRANTS PROGRAM  
Obligation Report w/ Signatures

HMGP-08-02

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Grantee
1545	31-R	0	10	1	31	FL	Statewide
Subgrantee: Palm Beach (County)				Project Title: COUNTY OF PALM BEACH ROAD & BRIDGE DIVISION 6			
Subgrantee FIPS Code: 099-99099				BASCULE BRIDGES WIND RETROFIT			

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
\$93,296	\$93,296	\$0	\$0

Project Amount	Grantee Admin Est	Subgrantee Admin Est	Total Obligation	IFMIS Date	IFMIS Status	FY
\$93,296	\$967	\$3,488	\$97,751	12/17/2005	Accept	2006

Comments

Date: 12/17/2005      User Id: VCOONS  
Comment: hmo approves

Date: 12/17/2005      User Id: VEVANS1  
Comment: MA approves obligation.

Authorization

Preparer Name: VICTOR EVANS	Preparation Date: 12/17/2005
HMO Authorization Name: VIRGINIA COONS	HMO Authorization Date: 12/17/2005

Sliding Scale Percentage:

up to	\$100,000	=	3.00%
up to	\$1,000,000	=	2.00%
up to	\$5,000,000.00	=	1.00%
		=	0.50%

12/17/2005  
8:35

FEDERAL EMERGENCY MANAGEMENT AGENCY  
HAZARD MITIGATION GRANTS PROGRAM  
Obligation Report w/ Signatures

HMGP-OB-02

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Grantee
1545	31-R	0	10	1	31	FL Statewide	

Subgrantee: Palm Beach (County)  
Subgrantee FIPS Code: 099-99099

Project Title: COUNTY OF PALM BEACH ROAD & BRIDGE DIVISION 6  
BASCULE BRIDGES, WIND RETROFIT

Admin Calculation

Admin Cost Calculation: Sliding Scale      Calculation Percentage: N/A

Justification:

  
\_\_\_\_\_  
Authorizing Official Signature

FLTCO MT. Bc. Dir  
\_\_\_\_\_  
Authorizing Official Title

12-22-05  
\_\_\_\_\_  
Authorization Date

\_\_\_\_\_  
Authorizing Official Signature

\_\_\_\_\_  
Authorizing Official Title

\_\_\_\_\_  
Authorization Date

Sliding Scale Percentage:

up to	\$100,000	=	3.00%
up to	\$1,000,000	=	2.00%
up to	\$5,000,000.00	=	1.00%
Excess		=	0.50%

12/23/2005  
6 46 AM

FEDERAL EMERGENCY MANAGEMENT AGENCY  
HAZARD MITIGATION GRANT PROGRAM

HMGP-AP-01

Project Management Report

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Grantee
1545	31-R	0	10	FL	Statewide

Subgrantee: Palm Beach (County)

FIPS Code: 099-99099

Project Title : COUNTY OF PALM BEACH ROAD & BRIDGE DIVISION 6 BASCULE BRID

Mitigation Project Description

Amendment Status : Approved

Approval Status: Approved

Project Title : COUNTY OF PALM BEACH ROAD & BRIDGE DIVISION 6 BASCULE BRID

Grantee : Statewide

Subgrantee : Palm Beach (County)

Grantee County Name : Palm Beach

Subgrantee County Name : Palm Beach

Grantee County Code : 99

Subgrantee County Code : 99

Grantee Place Name : Palm Beach (County)

Subgrantee Place Name : Palm Beach (County)

Grantee Place Code : 0

Subgrantee Place Code : 99099

Project Closeout Date : 00/00/0000

Work Schedule Status

Amend #	Description	Time Frame	Due Date	Revised Date	Completion Date
0	CONTRACT WITH STATE OF FLORIDA (LOCAL CO	90 DAYS	00/00/0000	00/00/0000	00/00/0000
0	DEVELOP FORMAL BID AND AWARD CONTRACT	90 DAYS	00/00/0000	00/00/0000	00/00/0000
0	ORDCER MATERIALS	90 DAYS	00/00/0000	00/00/0000	00/00/0000
0	REHABILITATION AND INSTALLATION	180 DAYS	00/00/0000	00/00/0000	00/00/0000
0	CLEAN-UP AND INCIDENTAL LABOR	20 DAYS	00/00/0000	00/00/0000	00/00/0000
0	FINAL INSPECTION AND CONTRACT REVIEW CO	30 DAYS	00/00/0000	00/00/0000	00/00/0000
0	UNPREDICTABLE WEATHER CONDITIONS	90 DAYS	00/00/0000	00/00/0000	00/00/0000
0	STATE FINAL INSPECTION AND CLOSE OUT	90 DAYS	00/00/0000	00/00/0000	00/00/0000
0	STATE CONTRACTING	120 DAYS	00/00/0000	00/00/0000	00/00/0000
0	DELIVERY DELAYS	90 DAYS	00/00/0000	00/00/0000	00/00/0000

Approved Amounts

Total Approved Net Eligible	Federal Share Percent	Total Approved Federal Share Amount	Non-Federal Share Percent	Total Approved Non-Fed Share Amount
\$124,395	75.00000000	\$93,296	25.00000000	\$31,099

Allocations

Allocation Number	IFMIS Status	IFMIS Date	Submission Date	FY	ES Support Req ID	ES Amend Number	Proj Alloc Amount Fed Share	Grantee Admin Amount	Subgrantee Admin Amount	Total Alloc Amount
8	A	12/15/2005	12/15/2005	2006	805256	5	\$93,296	\$967	\$3,488	\$97,751
Total							\$93,296	\$967	\$3,488	\$97,751

Obligations

Action Nr	IFMIS Status	IFMIS Date	Submission Date	FY	ES Support Req ID	ES Amend Number	Suppl Nr	Project Obligated Amt - Fed Share	Grantee Admin Amount	Subgrantee Admin Amount	Total Obligated Amount
1	A	12/17/2005	12/17/2005	2006	853170	31	31	\$93,296	\$967	\$3,488	\$97,751
Total								\$93,296	\$967	\$3,488	\$97,751

12/17/2005  
8:36 AM

FEDERAL EMERGENCY MANAGEMENT AGENCY  
HAZARD MITIGATION GRANT PROGRAM

HMGP-EV-01

Environmental Report

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Grantee
1545	31-R	0	10	FL	Statewide

Subgrantee: Palm Beach (County)

FIPS Code: 099-99099

Project Title : COUNTY OF PALM BEACH ROAD & BRIDGE DIVISION 6 BASCULE BRIC

FEMA Laws/EOs

<u>Laws/EOs</u>	<u>Status</u>
Coastal Barriers Resources Act (CBRA)	Completed
Clean Water Act (CWA)	Completed
Coastal Zone Management Act (CZMA)	Completed
Endangered Species Act (ESA)	Completed
Fish and Wildlife Coordination Act (FWCA)	Completed
National Historic Preservation Act (NHPA)	Completed
Clean Air Act (CAA)	Completed
E.O. 11988: Floodplains	Completed
E.O. 11990: Wetlands	Completed
E.O. 12898: Environmental Justice for Low Income and Minority Populations	Completed

FEMA NEPA Process

FEMA Status

Catex - Completed

1 CATEX Type Code

15. Repair, replace, restore, retrofit, upgrade to current codes and standards, or replace a facility (xv)

*If an extraordinary circumstance exists and leads to a significant environmental impact (see 44CFR 10.8 (d) (3)), an Environ.Assesment shall be prepared.*

☒ No Extraordinary Circumstances Requiring an EA.  
Documentation Complete 11/30/2005

12/17/2005

8:36 AM

**FEDERAL EMERGENCY MANAGEMENT AGENCY  
HAZARD MITIGATION GRANT PROGRAM**

HMGP-EV-01

**Environmental Report**

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Grantee
1545	31-R	0	10	FL	Statewide

Subgrantee: Palm Beach (County)

FIPS Code: 099-99099

Project Title : COUNTY OF PALM BEACH ROAD & BRIDGE DIVISION 6 BASCULE BRIC

**Standard Conditions**

1. Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
2. This review does not address all federal, state and local requirements. Acceptance of federal funding requires 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. If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

**Attachment B**  
**Program Statutes and Regulations**

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

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

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

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

Any development permit issued by, or development activity undertaken by, the Recipient and any land use permitted by or engaged in by the Recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any federal, state, or local environmental or land use permitting authority, where required. 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.

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 the Department as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then 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 designated 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.

The Department Contract Manager (DCM) 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 44CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process. You are reminded that no construction may occur in this phase, that a full environmental review must be completed prior to funding Phase II.

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

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

## **Attachment C**

### **Statement of Assurances**

To the extent the following provisions apply to the award of assistance in this Agreement, as determined by the awarding agency, the Recipient hereby assures and certifies that:

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

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

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C.: 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
  - (3) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), where applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications;
- (h) 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, FS;
- (i) 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;
- (j) It will comply with the provisions of 18 USC 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
- (k) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973 as amended, 42 USC 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;
- (l) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (m) 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 Department of Community Affairs 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. 470f, and implementing regulations in 36 CFR part 800.
- (4) When any of Recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR 800. (2)(e), the Federal Emergency Management Agency (FEMA) may require 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**, 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) Recipient agrees to notify FEMA and the Department if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation for 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 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 of archeological data from the property.

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

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

- (7) 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, Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C.: 1681-1683 and 1685 - 1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C.: 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto;
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, 7 U.S.C. 2131-2159, pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 2000c and 42 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 nation origin;
- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (v) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626;
- (w) It will comply with the Endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq;
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958; 16 U.S.C. 661-666.
- (jj) With respect to demolition activities, it will:
  1. Create and make available documentation sufficient to demonstrate that the 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 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 Hazards Present
    - b. Health Hazards Present
    - c. Hazardous Materials Present
  5. Provide supervision over contractors or employees employed by 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 Department promptly of any unusual existing condition which hampers the contractors work.
  8. Obtain all required permits.

9. Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
10. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
11. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S. 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**

**FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS  
DIVISION OF EMERGENCY MANAGEMENT**

**Request for Advance or Reimbursement of  
Hazard Mitigation Grant Program Funds**

RECIPIENT NAME: Palm Beach County

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

PAYMENT No: \_\_\_\_\_

DCA Agreement No: 07HM-4@-10-60-01-015

FEMA Tracking Numbers: 1545-31-R

Eligible Amount 100%	Obligated Federal 75%	Obligated Non-Federal 25%	Previous Payments	Current Request	DCA Use Only	
					Approved	Comments

TOTAL CURRENT REQUEST \$ \_\_\_\_\_

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

RECIPIENT SIGNATURE \_\_\_\_\_

NAME AND TITLE \_\_\_\_\_ DATE: \_\_\_\_\_

<b>TO BE COMPLETED BY DEPARTMENT OF COMMUNITY AFFAIRS</b>	
APPROVED PROJECT TOTAL \$ _____	
ADMINISTRATIVE COST \$ _____	GOVERNOR'S AUTHORIZED REPRESENTATIVE _____
APPROVED FOR PAYMENT \$ _____	DATE _____



**FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS  
DIVISION OF EMERGENCY MANAGEMENT**

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

Applicant: Palm Beach County

Disaster No. 1545

DCA Agreement No. 07HM-4@-10-60-01-015

FEMA Tracking # 1545-31-R

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

**Attachment E**

**JUSTIFICATION OF ADVANCE PAYMENT**

**RECIPIENT:**

Indicate by checking one of the boxes below, if you are requesting an advance. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16)(a)(b), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the recipient within the initial three months.

☐ **NO ADVANCE REQUESTED**

No advance payment is requested. Payment will be solely on a reimbursement basis. No additional information is required.

☐ **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.

**ADVANCE REQUEST WORKSHEET**

If you are requesting an advance, complete the following worksheet.

DESCRIPTION		(A) FFY 2003	(B) FFY 2004	(C) FFY 2005	(D) Total
1	INITIAL CONTRACT ALLOCATION				
2	FIRST THREE MONTHS CONTRACT EXPENDITURES <sup>1</sup>				
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

<sup>1</sup>First three months expenditures need only be provided for the years in which you requested an advance. If you do not have this information, call your consultant and they will assist you.

**MAXIMUM ADVANCE ALLOWED CALCULATION:**

$$\text{Cell D3} \times \$ \text{HMGP Award (Do not include match)} = \text{MAXIMUM ADVANCE}$$

**REQUEST FOR WAIVER OF CALCULATED MAXIMUM**

- ☐ Recipient has no previous HMGP contract history. Complete Estimated Expenses chart and Explanation of Circumstances below.
- ☐ Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above. Complete estimated expenses chart and Explanation of Circumstances below. Attach additional pages if needed.

**ESTIMATED EXPENSES**

BUDGET CATEGORY	2005-2006 Anticipated Expenditures for First Three Months of Contract
ADMINISTRATIVE COSTS	
PROGRAM EXPENSES	
TOTAL EXPENSES	

**Explanation of Circumstances:**

Attachment F

FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS  
DIVISION OF EMERGENCY MANAGEMENT

QUARTERLY REPORT FORM

RECIPIENT: Palm Beach County

Project Number # 1545-31-R

PROJECT LOCATION: Retrofit

DCA ID #: 07HM-4@-10-60-01-015

DISASTER NUMBER: FEMA-1545-DR-FL

QUARTER ENDING: \_\_\_\_\_

Provide amount of advance funds disbursed for period (if applicable) \$ \_\_\_\_\_  
Provide reimbursement projections for this project:

July-Sep, 200 \$ \_\_\_\_\_ Oct-Dec, 200 \$ \_\_\_\_\_ Jan-Mar, 200 \$ \_\_\_\_\_ Apr-June, 200 \$ \_\_\_\_\_

July-Sep, 200 \$ \_\_\_\_\_ Oct-Dec, 200 \$ \_\_\_\_\_ Jan-Mar, 200 \$ \_\_\_\_\_ Apr-June, 200 \$ \_\_\_\_\_

Percentage of Work Completed (may be confirmed by state inspectors): \_\_\_\_\_ %

Project Proceeding on Schedule: ☐ Yes ☐ No

Describe milestones achieved during this quarter:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Additional Comments/Elaboration:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: Department of Community Affairs (DCA) 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 DCA as soon as these conditions become known, otherwise you may be found non-compliant with your subgrant award.

Name and Phone Number of Person Completing This Form \_\_\_\_\_

**Attachment G**

**Copyright, Patent and Trademark**

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

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

If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the Recipient shall refer the discovery or invention to the Department for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. In the event that any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Department. Any and all copyrights accruing under or in connection with the performance under this Agreement are hereby transferred by the Recipient to the State of Florida.

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

## **Attachment H**

### **Warranties and Representations**

#### **Financial Management**

Contractor's financial management system shall provide for the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify adequately the source and application of funds for all activities covered by this contract. These records shall contain information pertaining to grant awards, authorizations, obligations, un-obligated balances, assets, outlays, income and interest.
- (3) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable cost principles and the terms and conditions of this grant.
- (4) Accounting records, including cost accounting records that are supported by source documentation.

#### **Competition**

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

#### **Codes of Conduct**

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

#### **Licensing and Permitting**

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

Attachment I

Certification Regarding  
Debarment, Suspension, Ineligibility  
and Voluntary Exclusion

Contractor Covered Transactions:

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

All Site Construction  
Contractor

\_\_\_\_\_  
Recipient's Name

By: [Signature]  
Signature

\_\_\_\_\_  
DCA Contract Number

Erin S. Ford / President  
Name and Title

101 E. Blue Heron Blvd Suite 203  
Street Address

Riviera Beach FL 33404  
City, State, Zip

3/29/06  
Date

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
BUDGET Amendment

FUND County Transportation Trust

BGRV040709-379  
BGEX040709-1334

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 04/07/09	REMAINING BALANCE
<b>REVENUES</b>								
<b>BRIDGE IMPROVE/MAJOR REPAIRS</b>								
1201-363-R008-3104	Fed Grant Capital – Transport	<u>93,296</u>	<u>93,296</u>	<u>36,782</u>	<u>0</u>	<u>130,078</u>		
TOTAL RECEIPTS & BALANCES		54,422,142	58,481,773	36,782	0	58,518,555		
<b>EXPENDITURES</b>								
<b>BRIDGE IMPROVE/MAJOR REPAIRS</b>								
1201-363-R008-6571	Bridge Improvements	<u>97,650</u>	<u>97,650</u>	<u>36,782</u>	<u>0</u>	<u>134,432</u>	97,650	36,782
TOTAL APPROPRIATIONS & EXPENDITURES		54,422,142	58,481,773	36,782	0	58,518,555		

	SIGNATURE	DATE	By Board of County Commissioners At Meeting of <u>05/19/09</u>
Engineering & Public Works	<u><i>A. Willhite</i></u>	<u>4/8/09</u>	
Administration / Budget Approval	_____	_____	_____
OFMB Department – Posted	_____	_____	Deputy Clerk to the Board of County Commissioners