

CITY OF ST. AUGUSTINE CITY COMMISSION

REGULAR MEETING AGENDA

MONDAY, JUNE 22, 2020 - 10:00 AM

Communications Media Technology (CMT) Meeting

1. CALL TO ORDER

- ◆ Roll Call
- ◆ Invocation and Pledge of Allegiance

2. ADMINISTRATIVE ITEMS

- ◆ Modification and Approval of REGULAR AGENDA

3. SPECIAL PRESENTATIONS, RECOGNITIONS AND PROCLAMATIONS

- 3.A. Proclamation 2020-09** : Proclaims June, 2020 as Pride Month. (*N. Sikes-Kline, Commissioner*)

4. PUBLIC COMMENTS FOR GENERAL PUBLIC COMMENTS OR FOR AGENDA ITEMS NOT REQUIRING A SEPARATE PUBLIC HEARING

- ◆ 3 minutes per individual

5. CONSENT AGENDA

6. APPEALS

7. GENERAL PUBLIC PRESENTATIONS, ITEMS OF GREAT PUBLIC IMPORTANCE, AND OTHER ITEMS REQUIRING PUBLIC HEARINGS

(PRESENTATIONS (MAXIMUM OF 10 MINUTES PER PRESENTATION)). PRESENTATIONS FOR COMMISSION MEETINGS MUST BE PRESENTED TO THE CITY MANAGER FOR APPROVAL NO LATER THAN TEN (10) WORKING DAYS PRIOR TO THE NEXT CITY COMMISSION MEETING. A PRESENTATION SUPPORT SERVICES REQUEST (AVAILABLE ON THE CITY'S WEBSITE) MUST ACCOMPANY ALL PRESENTATIONS.

7.A. General Public Presentations

7.B. Items of Great Public Importance

7.B.1. Discussion of relocating the confederate veterans memorial. *(T. Upchurch, Mayor)*

7.C. Other Items Requiring Public Hearing

8. ORDINANCES AND RESOLUTIONS - PUBLIC HEARING REQUIRED

8.A. Ordinances - Second Reading

8.A.1. Ordinance 2020-22: Amends Section 11-89 of the City Code to correct a scrivener's error conforming lettering from numeric to alpha. *(I. Lopez, City Attorney)*

8.B. Ordinances - First Reading (only if required by law)

8.C. Resolutions - Public Hearing (only if required by law)

9. ORDINANCES AND RESOLUTIONS – NO PUBLIC HEARING REQUIRED

9.A. Ordinances - First Reading

9.B. Resolutions

9.B.1. Resolution 2020-21: Adopts Health and Safety Protocols for public meetings as part of Phase 2 of the declared State of Emergency in response to Covid-19. *(I. Lopez, City Attorney)*

9.B.2. Resolution 2020-20: Providing the City Manager authority to allow the City's lower boards to meet in person and not utilize Communications Media Technology procedures starting on July 1, 2020. *(I. Lopez, City Attorney)*

10. STAFF REPORTS AND PRESENTATIONS

11. ITEMS BY CITY ATTORNEY

12. ITEMS BY CITY CLERK

13. ITEMS BY CITY MANAGER

13.A. Designation of official to be voting delegate at the business meeting of the Annual Florida League of Cities Conference to be held August 14, 2020. *(J. Regan, City Manager)*

14. ITEMS BY MAYOR AND COMMISSIONERS

15. ADJOURN

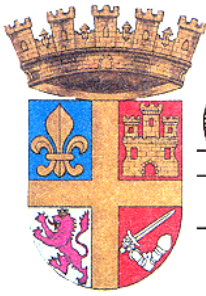
NOTICES: In accordance with Florida Statute 286.0105: "if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." ***In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the individual or agency sending notice not later than seven days prior to the proceeding at the address given on the notice. Telephone 904-825-1007; 1-800-955-8771 (TDB) or 1-800-955-8770 (V) via Florida Relay Services. ***The City of St. Augustine encourages anyone wishing to present the invocation at city commission meetings to contact the City Clerk's office, to be placed on the rotation list, and encourages people of all religious affiliations or of no religious affiliation to present a non-denominational invocation to inspire us in the work of the City Commission. The materials prepared and presented are part of the City's ongoing Florida Public Records and Government in the Sunshine compliance and are not intended to be relied upon or to reach investors or the trading markets.

CONSENT AGENDA - JUNE 22, 2020

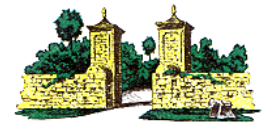
- CA.1.** Preview of upcoming Commission meetings.
- CA.2.** **THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR 2ND READING ON JULY 13, 2020: NONE**
- CA.3.** **Reminder of Upcoming Meetings :**
- July 13, 2020, Regular Commission Meeting
 - July 27, 2020, Regular Commission Meeting
 - August 10, 2020, Regular Commission Meeting
- CA.4.** **APPROVAL OF MINUTES FROM PRIOR COMMISSION MEETINGS: NONE**
- CA.5.** **RELEASES OF LIEN FOR UNIT CONNECTION FEE MORTGAGE(S): NONE.**
- CA.6.** **PROPOSED PROCLAMATIONS, CERTIFICATES OF APPRECIATION/RECOGNITION. (COMMISSION APPROVAL REQUIRED). (TO BE READ AT A SUBSEQUENT MEETING).**
Certificate of Recognition 2020-03CR: Recognizes St. Augustine's Historic Shrimping Industry and its contributions to the community. *(T. Upchurch, Mayor)*
- CA.7.** **NOTIFICATION OF PROCLAMATIONS/CERTIFICATES OF RECOGNITION ISSUED: NONE**
- CA.8.** Monthly financial report for May, 2020. *(M. Simpson, Director, Finance)*
- CA.9.** City commission room redesign and cleaning procedures in compliance with CDC guidelines. *(J. Piggott, Director, General Services)*
- CA.10.** Approval of funding match for grant in the amount of **\$33,192.75** received from FEMA for design and construction improvements to the seawall of Avenida Menendez. *(R. Franklin, Director, Public Works)*
- CA.11.** Summary of current grants. *(M. Breidenstein, Assistant City Manager)*
- CA.12.** Approval of invoices to Cavendish Partners, P.A. in the Seavin, Inc. v. City matter for **\$1,540.00** and for the Marlowe v. City matter for **\$4,698.00**. *(I. Lopez, City Attorney)*

- CA.13.** Approval of License Agreement for the use of city right-of-way to construct a dock at 435 Flagler Boulevard. *(D. Birchim, Director, Planning and Building)*
- CA.14.** Request to name two city parks. *(M. Wissel, Communications Manager)*

End Consent Agenda



City of St. Augustine



La Lealísima y Valerosa Cuidad de San Agustín de la Florida 1565 - 2015

PROCLAMATION

WHEREAS, 233 years ago, our founding fathers wrote the United States Constitution whose preamble states, "We the people, in Order to form a more perfect union, establish justice, insure domestic tranquility, provide for the common defense, promote the general welfare, and secure the blessings of liberty to ourselves and our posterity, do ordain and establish this Constitution for the United States of America;" and

WHEREAS, the United States of America has made significant progress toward a more perfect union, this progress has not come all at once, and our country still strives to establish justice, welfare, liberty, and tranquility for all; and

WHEREAS, on June 26, 2015, the United States Supreme Court held that the fundamental right to marry belongs to same-sex couples in all 50 states, a victory for all who fought for equality and recognition of their unions; and

WHEREAS, lesbian, gay, bi-sexual, transgender, queer/questioning, intersex, and asexual (LGBTQIA) people are valued members of our families, community, and history; and

WHEREAS, we must continue to support the rights of every citizen to experience equality and freedom from discrimination and recognize the continued need for education and awareness to end discrimination and prejudice.

NOW, THEREFORE, the City Commission of the City of St. Augustine does hereby proclaim June 2020, as **PRIDE MONTH** in the City of St. Augustine, and urges all our citizens to stand as an ally with our friends and neighbors in the face of prejudice wherever it exists, and to embrace the great diversity within our community.

IN WITNESS WHEREOF, I hereunto set my hand and do cause the Seal of the City of St. Augustine to be affixed this 22nd day of June in the year of our Lord two thousand twenty and the four hundred and fifty fourth year of the founding of St. Augustine, the Nation's Oldest City.

2020-09

Tracy Upchurch, Mayor

"Most Loyal and Valorous"

Title conferred upon the Presidio of St. Augustine by King Philip V of Spain, November 26, 1715

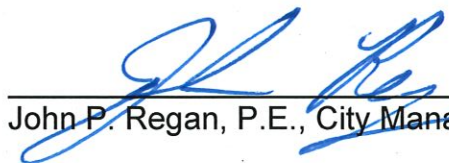
CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and Commissioners
DATE: June 16, 2020
RE: Confederate Veterans Memorial

Mayor Tracy Upchurch has requested that the city commission address whether the Confederate Soldiers Memorial be removed from its current location in the Plaza de la Constitución and relocated to a cemetery, private property, or other similar location.

Over the last several weeks, we have witnessed a national reckoning over racial inequality. A discussion of this monument's place in our city will be an important way-point as we address other issues of social justice on a path towards a more complete racial reconciliation.



John P. Regan, P.E., City Manager

ORDINANCE NO. 2020-22

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING SECTION 11-89 OF THE CODE OF THE CITY OF ST. AUGUSTINE TO CORRECT A SCRIVENER'S ERROR IN ORDINANCE NO. 2000-16 RELATING TO NOISE CONTROL; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 24, 2000, the City Commission for the City of St. Augustine, Florida, passed Ordinance No. 2000-16 amending Chapter 11 of the Code of the City of St. Augustine relating to Noise Control, which ordinance became effective May 4, 2000; and

WHEREAS, Ordinance No. 2000-16 contains a scrivener's error in Section 11-89; and

WHEREAS, the City Commission for the City of St. Augustine finds that it is in the best interest of public health, safety, and general welfare that the following amendments be adopted.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION FOR THE CITY OF ST. AUGUSTINE, FLORIDA, AS FOLLOWS:

Section 1. Amending Chapter 11, Article IV, Section 11-89. Chapter 11, Article IV, Section 11-89 of the Code of the City of St. Augustine is hereby amended to read as follows:

Sec. 11-89. - Specific prohibitions against different types of noises.

In addition to the general prohibitions set out above and the maximum permissible sound levels set out in table 1, and unless otherwise exempted by this article or by act of the city, the following specific acts, or the causing or permitting thereof, are hereby declared to be in violation of such sections:

...

- (f) Construction and demolition. Operating or causing the operation of any tools used in construction, drilling, repair, alteration or demolition work between the hours of 7:00 p.m. and 7:00 a.m. on weekdays, or between 6:00 p.m. and 10:00 a.m. on weekends or holidays in or within fifty (50) yards of any residential area or noise-sensitive zone, except for emergency work by public service utilities or by special permit approved by the city. This section shall not apply to the use of domestic power tools as specified in subsection (~~14~~ k).

...

Section 2. Inclusion in Code. The City Commission intends that the provisions of this ordinance shall become and shall be made part of the Code of the City of St. Augustine, that the sections of this ordinance may be renumbered or re-lettered and that the word ordinance may

be changed to section, article or other such appropriate word or phrase in order to accomplish such intentions.

Section 3. Conflict with Other Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. Severance of Invalid Provisions. If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

Section 5. Effective Date. This ordinance shall become effective ten (10) days after passage, pursuant to Section 166.041(4), Florida Statutes.

PASSED by the City Commission of the City of St. Augustine, Florida, this _____ day of _____, 2020.

Tracy Upchurch, Mayor-Commissioner

ATTEST:

Darlene Galambos, City Clerk
(SEAL)

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: June 11, 2020

RE: **RESOLUTION 2020-21: HEALTH & SAFETY PROTOCOLS FOR PUBLIC MEETINGS**

Enclosed is Resolution 2020-21 which adopts Health and Safety Protocols for public meetings as part of Phase 2 of the declared State of Emergency in response to Covid-19.

Please place Resolution 2020-21 on the agenda for consideration and adoption at the June 22, 2020 City Commission meeting.

Please contact me if you have any questions or comments. Thank you.



Isabelle C. Lopez
City Attorney

Attachment

xc: Meredith Breidenstein, Assistant City Manager
Darlene Galambos, City Clerk

Agenda Title:

Adopts Health and Safety Protocols for public meetings as part of Phase 2 of the declared State of Emergency in response to Covid-19.

RESOLUTION NO. 2020-21

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA ADOPTING, HEALTH AND SAFETY PROTOCOLS FOR PUBLIC MEETINGS FOR PHASE 2 OF THE DECLARED STATE OF EMERGENCY IN RESPONSE TO COVID-19.

WHEREAS, the City Charter provides for regular meetings, as well as special or emergency meetings of the City Commission; and

WHEREAS, Resolution 2019-21 was adopted by the City Commission on August 12, 2019 providing for rules, procedures and policies related to the conduct of the City Commission meetings; and

WHEREAS, Resolution 2019-21 provided for emergency meetings to comply with the requirements of federal, state, and local law; and

WHEREAS, Sec. 4.10 of the City Charter provides that the city manager shall take all reasonably necessary administrative action to preserve life, property, and the public welfare pursuant to a declared federal, state, or local state of emergency; and

WHEREAS, on March 1, 2020, Governor DeSantis declared a Public Health Emergency as a result of COVID-19; and, on March 9, 2020, Governor DeSantis issued Executive Order 20-52 (EO 20-52), declaring a State of Emergency as a result of COVID-19; and

WHEREAS, on March 11, 2020, the World Health Organization declared the spread of COVID-19 to be a global pandemic; and, on March 13, 2020, President Trump declared a national emergency concerning COVID-19; and

WHEREAS, in response to concerns raised by local government bodies, Governor DeSantis issued Executive Order Number 20-69 (EO 20-69), which suspended any Florida Statute that requires a quorum to be present in person or requires a local government body to meet at a specific public place; and

WHEREAS, on June 3, 2020 Governor DeSantis issued Executive Order Number 20-139 (EO 20-139) for Phase 2: Safe. Smart. Step-by-Step. Plan for Florida's Recovery

allowing for limited in-person contacts under health and safety protocols issued by the Centers for Disease Control (CDC); and

WHEREAS, the City Commission finds that adoption of the following Health and Safety Protocols will further the public health, safety and welfare, as well as, the good governance of the City.

THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA:

Section 1. The Health and Safety Protocols are hereby adopted and incorporated herein as Exhibit "A".

Section 2. The City Manager may amend or modify these procedures as may be necessary under a then existing state of emergency pursuant to the plenary authority granted by Resolution 2020-10 adopted March 9, 2020.

Section 3. All other Rules of Decorum shall apply to the extent they do not conflict or are not applicable.

ADOPTED in Emergency Session of the City Commission of the City of St. Augustine, Florida, this ____ day of _____, 2020.

ATTEST

Tracy Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk
(SEAL)

EXHIBIT "A"

HEALTH AND SAFETY PROTOCOLS FOR CITY COMMISSION, APPOINTED BOARDS AND COMMITTEE PUBLIC MEETINGS

1. The City Manager is designated and authorized to implement all Health and Safety Protocols deemed necessary or recommended pursuant to the authority granted by Resolution 2020-10.
2. The City Manager will make determinations based upon CDC guidelines and local conditions at the time of a scheduled public meeting.
3. Health and Safety Protocol requirements will be posted online and with public meeting notices.
4. Health and Safety Protocols may include:
 - a. Meeting rooms configured to maintain 6-foot social distancing radius as recommended by the CDC.
 - b. Meeting rooms sanitized by wiping all flat surfaces and chairs prior to each meeting.
 - c. Members of the public, City Commission, staff, and appointed boards or committees may be required to wear masks.
 - d. Temperature checks of members of the public, City Commission, staff, and appointed boards or committees.
 - e. Issuance of masks and hand sanitizer made available as needed prior to entry.
5. In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in public meetings should contact the City not later than seven days prior to the meeting.
6. Participants requesting accommodation due to a disability which prevents the use of face masks may use alternative face coverings. Alternative face coverings include scarves, other loose face covering, or full-face shield.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: June 10, 2020

RE: **RESOLUTION 2020-20: CITY MANAGER AUTHORITY TO ALLOW IN-PERSON MEETINGS**

Enclosed is Resolution 2020-20 which provides the City Manager authority to allow the City's lower boards to meet in person and not utilize Communication Media Technology procedures starting on July 1, 2020.

Please place Resolution 2020-20 on the agenda for consideration and adoption at the June 22, 2020 City Commission meeting.

Please contact me if you have any questions or comments. Thank you.



Isabelle C. Lopez
City Attorney

Attachment

xc: Meredith Breidenstein, Assistant City Manager
Darlene Galambos, City Clerk

Agenda Title:

Providing the City Manager authority to allow the City's lower boards to meet in person and not utilize Communication Media Technology procedures starting on July 1, 2020.

RESOLUTION NO. 2020-20

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA, AUTHORIZING THE CITY MANAGER TO ALLOW LOWER BOARDS TO MEET IN PERSON STARTING ON JULY 1, 2020.

WHEREAS, Governor's Executive Order Number 20-69 (EO 20-69), suspended any Florida Statute that requires a quorum to be present in person or requires a local government body to meet at a specific public place; and

WHEREAS, the City Commission, at its April 13, 2020 meeting, adopted a Communication Media Technology (CMT) policy and related procedures providing for CMT procedures to only be utilized during the pendency of a declared State of Emergency by the Governor's office and said Executive Order must allow for suspension of any Florida Statute requiring a quorum to be physically present; and

WHEREAS, Governor's Executive Order 2020-123 (EO 20-123) extended the ability for local governments to have Communications Media Technology (CMT) public meetings until June 30, 2020; and

WHEREAS, in order to notice and schedule July public hearings, the City Manager needs the flexibility to transition lower board meetings back to in-person format; and

WHEREAS, the City Commission for the City of St. Augustine finds that it is in the best interest of public health, safety, and general welfare that the following be adopted consistent with the requirements of Section 166.021(4), Florida Statutes.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA, THAT:

Section 1. The Governor's Executive Order suspending any Florida Statute requiring a quorum to be physically present for public meetings expires on June 30, 2020. Therefore, authority is granted to the City Manager to allow lower boards, including the Planning and Zoning Board (PZB), the Historic Architectural Review Board (HARB), the Code Enforcement and Adjustment and Appeal Board (CEAAB), the City's Retirement Pension Boards, and other City boards and committees as needed, to meet in person and not utilize CMT procedures starting on July 1, 2020 using appropriate health and safety protocols.

ADOPTED in Communication Media Technology Session of the City Commission for the City of St. Augustine, Florida this _____ day of _____, 2020.

CITY OF ST. AUGUSTINE, FLORIDA

Tracy Upchurch, Mayor-Commissioner

ATTEST:

City Clerk, Darlene Galambos
(Seal)



TO: Key Official

FROM: Michael Sittig, Executive Director

DATE: June 9, 2020

SUBJECT: 94th Annual FLC Conference – Required Business Meetings
VOTING DELEGATE INFORMATION

The Florida League of Cities' will hold a scaled down Annual Conference that will consist of the required business meetings on August 14, 2020. At this time, the meetings will be conducted in-person with remote access for those who do not wish to travel. The location will be in Orlando. The hotel will be announced soon.

The FLC Business Meeting is scheduled on Friday August 14, 2020 at 2:00 p.m. This meeting will likely be an in-person meeting with remote access. All voting will be conducted electronically. Due to the rapidly changing environment, a final decision will be made in early July.

It is important that each municipality designate one official to be the voting delegate for the FLC Business Meeting. Election of League leadership and adoption of resolutions are undertaken during the business meeting.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2019.

The chosen delegate will receive an email with further electronic voting instructions closer to conference.

If you have any questions on voting delegates, please email Eryn Russell at erussell@flcities.com. **Voting delegate forms (or any changes to the voting delegate) must be received by the League no later than August 7, 2020.**

Attachments: Form Designating Voting Delegate



94th FLC Annual Conference – Business Meetings
Florida League of Cities, Inc.
August 14, 2020

It is important that each member municipality designate one of their officials to cast their votes at the Annual Business Session. League By-Laws require that each municipality select one person to serve as the municipalities voting delegate. ***Municipalities do not need to adopt a resolution to designate a voting delegate.***

Please fill out this form and return it to the League office so that your voting delegate may be properly identified. The chosen delegate will receive an email with further electronic voting instructions closer to conference. For this reason, it is important that we have the correct email on file for the voting delegate. If the delegate changes, please notify us no later than August 7, 2020.

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Municipality of: _____

Email of Delegate: _____

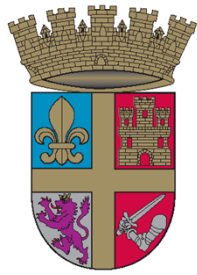
AUTHORIZED BY:

Name

Title

Return this form to:

Eryn Russell
Florida League of Cities, Inc.
Fax: (850) 222-3806
Email: erussell@flcities.com



Est. 1565

City of St. Augustine

La Lealísima y Valerosa Ciudad de San Agustín de la Florida

CERTIFICATE OF RECOGNITION

Whereas, shrimp is the number one seafood consumed in the United States and the world. The historic San Sebastian River hosted an important chapter in US maritime history. Northeast Florida is the birthplace and home to the US commercial shrimping industry; and

Whereas, innovators, including Mike “Sollecito” Salvador, Salvatore Versaggi and Antonio Poli, moved to St. Augustine in the early 1920s to set up fish houses and shrimping fleets that supplied Fulton Fish Market in New York City; and

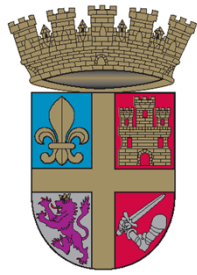
Whereas, the industry grew rapidly, and a boatbuilding enterprise began in St. Augustine that became a cultural and economic mainstay of the city for most of the 20th century. During this period there were 17 boat building enterprises on the San Sebastian River. The Florida-style trawlers built in St. Augustine were used in many fisheries throughout the world including the scallop, cold and warm water lobster, demersal fin fish, longlining and crab fisheries; and

Whereas, the shrimping industry was a melting pot of immigrants: Italians, Greeks, Portugese, African-Americans, Menorcans, Norwegians, Danish, Estonian, Irish, Russian, Native American; and

Whereas, shrimping and boat building supported a number of ancillary enterprises: forestry and lumber yards; metal fabrication; block ice plants; refrigeration; hardware; net-making; provisioners; banking and marine insurance; fuel; marine engine service; electronics; rail and long-distance trucking; and, boat and engine repair services.

NOW THEREFORE, the City Commission of the City of St. Augustine does hereby recognize **St. Augustine’s Historic Shrimping Industry** and its historic contributions to the community.

IN WITNESS WHEREOF I hereunto set my hand and do cause the Seal of the City of St. Augustine, Florida, to be affixed this 22nd day of June in the year of our Lord two thousand and twenty, in the four hundred and fifty-fourth year of the founding of St. Augustine, the Nation's Oldest City.



Est. 1565

City of St. Augustine

La Lealísima y Valerosa Ciudad de San Agustín de la Florida

Tracy Upchurch, Mayor

"Most Loyal and Valorous"

Title conferred on the Presidio of St. Augustine by King Philip V of Spain, November 26, 1715

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan
City Manager

DATE: June 11th, 2020

RE: Monthly Financial Report - May

Attached are unaudited financial summaries by fund for Commission review for the period ending May 31st 2020. The statements are in the form of an income statement and include current year budget and current year-to-date actuals, with previous year-to-date actuals for comparison purposes. Noteworthy items are below:

- General fund revenues are slightly lagging due to a reduction in franchise fees, parking & parking fine revenues. All non-essential purchases and projects have been paused to offset some of the projected shortfalls.
- The Stormwater and Solid Waste funds had their large capital asset investments eliminated because the interfund loans tend to distort the financial picture. Both funds are doing well from a budgetary standpoint.
- The Marina is financially sound having recently paid off the loan for hurricane repairs. Fuel sales revenue is slightly lagging due to the recent reduction in fuel prices, however our margins and volume are steady so this revenue reduction is budget neutral.
- The closure of the garage and gift shop in the Visitor Information Center fund has led to a reduction in revenues of approximately \$1,000,000, however the fund was able to reduce operating expenses and is \$550,000 behind last year's favorable variance.

If you have any questions about the attached statements or any other financial matter, please do not hesitate to contact me.



Mark E. Simpson, CPA
Director, Financial Services

cc: D. Galambos, City Clerk
M. Breidenstein, Assistant City Manager

General Fund

Current Year and Prior Year to Date for Period Ending May 31, 2020

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
Ad Valorem Taxes	12,089,662	12,552,832	96%	10,809,043	11,425,932	95%
Local Option Gas Tax	280,895	513,628	55%	288,441	520,067	55%
Insurance Premiums	-	423,187	0%	-	336,239	0%
Utility Taxes	1,345,229	2,410,001	56%	1,388,274	2,467,933	56%
Grants	57,194	135,500	42%	-	347,140	0%
Intergovernmental	1,142,478	2,026,642	56%	1,155,555	1,956,028	59%
Franchise Fees	1,067,645	1,784,728	60%	1,144,854	1,690,774	68%
Licenses, Permits & Other Fees	3,299,763	5,323,618	62%	4,203,922	4,840,150	87%
Fines and Forfeitures	166,438	353,000	47%	219,584	354,395	62%
Administrative Overhead	3,468,617	5,364,422	65%	3,062,403	4,593,605	67%
Investment Income	156,756	313,000	50%	230,222	220,450	104%
Miscellaneous	1,434,354	1,758,800	82%	1,476,229	1,741,545	85%
Total Operating Revenue	24,509,031	32,959,358	74%	23,978,527	30,494,258	79%
<u>Operating Expenses</u>						
General Government	5,215,018	8,063,020	65%	4,816,065	7,436,903	65%
Public Safety	7,064,977	11,908,660	59%	7,104,780	10,979,498	65%
Physical Environment	2,210,523	3,743,756	59%	1,894,682	3,610,996	52%
Transportation	2,290,246	4,402,752	52%	2,218,832	4,205,255	53%
Culture and Recreation	793,970	1,504,132	53%	777,795	1,617,869	48%
Capital Outlays						
Buildings	-	350,000	0%	15,269	90,970	17%
Infrastructure Improvements	184,373	1,716,309	11%	26,240	1,913,405	1%
Machinery & Equipment	1,322,395	1,675,172	79%	481,118	929,081	52%
Total Operating Expenses	19,081,502	33,363,801	57%	17,334,781	30,783,978	56%
<u>Transfers In/ (Out)</u>						
Transfers In	2,338,916	4,294,637	54%	2,625,983	3,938,975	67%
Transfers Out	(1,558,798)	(3,890,194)	40%	(2,432,837)	(3,649,255)	67%
Total Transfers In/ (Out)	780,118	404,443	193%	193,147	289,720	67%
	\$ 6,207,646	\$ -		\$ 6,836,893	\$ -	

CRA(s) Fund

**Current Year and Prior Year to Date for Period Ending
May 31, 2020**

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
Incremental Taxes	308,886	344,017	90%	237,609	266,012	89%
County Ad Valorem	438,443	502,696	87%	353,313	387,208	91%
Total Operating Revenue	747,329	846,713	88%	590,922	653,220	90%
<u>Operating Expenses</u>						
Operating Expenses	103,934	1,604,334	6%	281,403	1,262,855	22%
Total Operating Expenses	103,934	1,604,334	6%	281,403	1,262,855	22%
 Transfers In	 925,256	 1,992,753	 46%	 406,173	 609,635	 67%
Transfers Out	(926,349)	(1,235,132)	75%	(636,864)		67%
Total Transfers In/ (Out)	(1,093)	757,621	0%	(230,691)	609,635	67%
	\$ 642,302	\$ -		\$ 78,828	\$ 0	

Utility Fund

Current Year and Prior Year to Date for Period Ending May 31, 2020

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
Water User Fees	6,246,798	8,495,089	74%	5,532,239	8,269,650	67%
Sewer User Fees	5,673,105	7,982,829	71%	5,246,956	7,929,052	66%
Construction & Connection Fees	3,039,515	1,800,000	169%	2,286,380	1,871,000	122%
Other	60,655	114,000	53%	358,063	622,000	58%
Total Operating Revenue	15,020,073	18,391,918	82%	13,423,638	18,691,702	72%
<u>Operating Expenses</u>						
Personal Services	3,032,841	4,794,154	63%	3,037,371	4,656,385	65%
Operating Expenses	1,747,920	3,914,728	45%	2,039,204	3,800,073	54%
Administrative Overhead	2,511,429	3,416,504	74%	2,581,772	3,872,658	67%
Capital Outlays						
Infrastructure Improvements	163,119	679,446	24%	140,631	721,267	19%
Buildings	-	-	N/A	-	-	N/A
Machinery & Equipment	370,311	481,033	77%	204,725	348,468	59%
Total Operating Expenses	7,825,620	13,285,865	59%	8,003,703	13,398,850	60%
<u>Non-Operating Revenue/ (Expenses)</u>						
Interest Income	139,752	234,400	60%	201,353	234,400	86%
Fiscal Charges	(441,507)	(3,341,145)	13%	(206,197)	(3,322,156)	6%
Grants	114,169	519,554	22%	453,350	792,653	57%
Disposition of Assets	-	-	N/A	21,422	-	N/A
Non-Operating Revenue/(Expenses)	(187,586)	(2,587,191)	7%	469,929	(2,295,103)	-20%
<u>Transfers In/ (Out)</u>						
Transfers In	390,357	1,918,907	20%	1,196,641	1,794,962	67%
Transfers Out	(2,857,713)	(4,437,769)	64%	(2,627,574)	(4,792,710)	55%
Total Transfers In/ (Out)	(2,467,356)	(2,518,862)	98%	(1,430,933)	(2,997,749)	67%
	\$ 4,539,511	\$ -		\$ 4,458,930	\$ -	

Stormwater Fund

Current Year and Prior Year to Date for Period Ending May 31, 2020

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
User Fees	664,628	1,004,200	66%	633,091	953,103	66%
Grants	59,705	40,975	146%	4,549	-	N/A
Total Operating Revenue	724,333	1,045,175	69%	637,641	953,103	67%
<u>Operating Expenses</u>						
Personal Services	232,155	345,649	67%	216,079	337,005	64%
Operating Expenses	106,426	168,053	63%	41,224	137,568	30%
Administrative Overhead	266,911	405,716	66%	371,896	557,844	67%
Total Operating Expenses	605,492	919,418	66%	629,199	1,032,417	61%
<u>Non-Operating Revenue/ (Expenses)</u>						
Interest Income	8,464	36,529	23%	25,348	25,000	101%
Non-Operating Revenue/(Expenses)	8,464	36,529	23%	25,348	25,000	101%
<u>Transfers In/ (Out)</u>						
Transfers In	98,865	131,820	75%	142,213	99,494	143%
Transfers Out	(146,063)	(294,106)	50%	(26,555)	(45,180)	59%
Total Transfers In/ (Out)	(47,198)	(162,286)	29%	115,658	54,314	67%
	\$ 80,107	\$ -		\$ 149,448	\$ -	

Solid Waste Fund

Current Year and Prior Year to Date for Period Ending May 31, 2020

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
User Fees	2,624,154	3,856,000	68%	2,566,653	3,845,105	67%
Franchise Fees	20,689	48,000	43%	31,397	38,992	81%
Other	13,482	-	N/A	14,788	14,000	106%
Total Operating Revenue	2,658,325	3,904,000	68%	2,612,838	3,898,097	67%
<u>Operating Expenses</u>						
Personal Services	915,298	1,422,125	64%	858,137	1,263,849	68%
Operating Expenses	1,215,779	1,764,204	69%	1,220,302	1,878,022	65%
Administrative Overhead	362,443	543,664	67%	331,399	497,098	67%
Total Operating Expenses	2,493,520	3,729,993	67%	2,409,837	3,638,969	66%
<u>Non-Operating Revenue/ (Expenses)</u>						
Interest Income	6,868	7,500	92%	2,886	7,500	38%
Disposition of Assets	3,009	-	N/A	3,929	2,140	184%
Non-Operating Revenue/(Expenses)	9,877	7,500	132%	6,815	9,640	71%
<u>Transfers In/ (Out)</u>						
Transfers In	241,769	322,928	75%	15,191	22,787	67%
Transfers Out	(240,573)	(504,435)	48%	(194,370)	(291,555)	67%
Total Transfers In/ (Out)	1,196	(181,507)	-1%	(179,179)	(268,768)	67%
	\$ 175,878	\$ -		\$ 30,638	\$ -	

Municipal Marina Fund

Current Year and Prior Year to Date for Period Ending May 31, 2020

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
User Fees	2,138,541	3,321,200	64%	2,459,483	3,165,588	78%
Rental Income	24,354	41,880	58%	25,836	41,884	62%
Other	16,154	32,900	49%	22,472	30,250	74%
Total Operating Revenue	2,179,049	3,395,980	64%	2,507,791	3,237,722	77%
<u>Operating Expenses</u>						
Personal Services	499,099	754,861	66%	472,912	727,744	65%
Operating Expenses	1,146,250	1,833,757	63%	1,299,473	1,764,238	74%
Administrative Overhead	192,896	289,344	67%	160,053	240,079	67%
Capital Outlays						
Machinery & Equipment	50,976	50,976	100%	23,854	83,000	29%
Total Operating Expenses	1,889,221	2,928,938	65%	1,956,292	2,815,061	69%
<u>Non-Operating Revenue/ (Expenses)</u>						
Fiscal Charges	-	(242,614)	N/A	(71,307)	(100,000)	71%
Grant Income	-	-	N/A	2,191	7,000	31%
Non-Operating Revenue/(Expenses)	-	(242,614)	0%	(69,116)	(93,000)	74%
<u>Transfers In/ (Out)</u>						
Transfers In	20,274	97,718	21%	18,021	24,330	74%
Transfers Out	(135,851)	(322,146)	42%	(112,239)	(353,991)	32%
Total Transfers In/ (Out)	(115,577)	(224,428)	51%	(94,218)	(329,661)	29%
	\$ 174,251	\$ -		\$ 388,165	\$ -	

Visitor Information Center Fund

Current Year and Prior Year to Date for Period Ending May 31, 2020

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
Parking Revenue	2,038,654	3,487,000	58%	2,955,324	3,807,999	78%
Gift Shop Revenue	281,094	600,000	47%	441,934	600,000	74%
Other	8,696	55,000	16%	31,284	58,000	54%
Total Operating Revenue	2,328,444	4,142,000	56%	3,428,542	4,465,999	77%
<u>Operating Expenses</u>						
Personal Services	691,055	1,057,545	65%	685,004	1,049,595	65%
Operating Expenses	489,485	1,216,754	40%	694,698	1,032,862	67%
Administrative Overhead	178,252	267,375	67%	153,856	230,784	67%
Total Operating Expenses	1,358,792	2,541,674	53%	1,533,559	2,313,241	66%
<u>Non-Operating Revenue/ (Expenses)</u>						
Interest Income	27,848	70,000	40%	49,387	49,277	100%
Other Income	101,663	190,000	54%	95,748	184,502	52%
Fiscal Charges	(424,403)	(1,726,626)	25%	(435,550)	(1,776,630)	25%
Non-Operating Revenue/(Expenses)	(294,892)	(1,466,626)	20%	(290,415)	(1,542,851)	19%
<u>Transfers In/ (Out)</u>						
Transfers In	926,349	1,259,277	74%	791,197	1,186,796	67%
Transfers Out	(957,359)	(1,392,977)	69%	(1,197,802)	(1,796,703)	67%
Total Transfers In/ (Out)	(31,010)	(133,700)	23%	(406,605)	(609,907)	67%
	\$ 643,750	\$ -		\$ 1,197,963	\$ -	

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan
City Manager

DATE: June 10, 2020

RE: City Commission Room Redesign and Cleaning Procedures

As you are aware, the City Commission has asked staff to temporarily redesign the commission room so city commission meetings, as well as other city board meetings, may be held in person. Attached you will find two (2) layouts for the commission room. One depicts a layout for a (5) commissioner meeting and the other depicts a seven (7) board member layout for other board meetings. In each layout commissioners, staff, as well as the public will be seated outside the 6-foot social distancing radius as required by CDC.

To further protect participants during each meeting, staff will wiped down all flat surfaces and chairs prior to each meeting. Likewise, masks and hand sanitizer will be available for all participants as the enter in the rear of the room.

If you should concur with this plan please place it on the consent agenda for the June 22nd commission meeting. As always, please do not hesitate to contact me if you have any questions. Thank you for your assistance.



James C. Piggott
Director, General Services

JCP



STAUGUSTINE.
CITY OF
EST. 1565

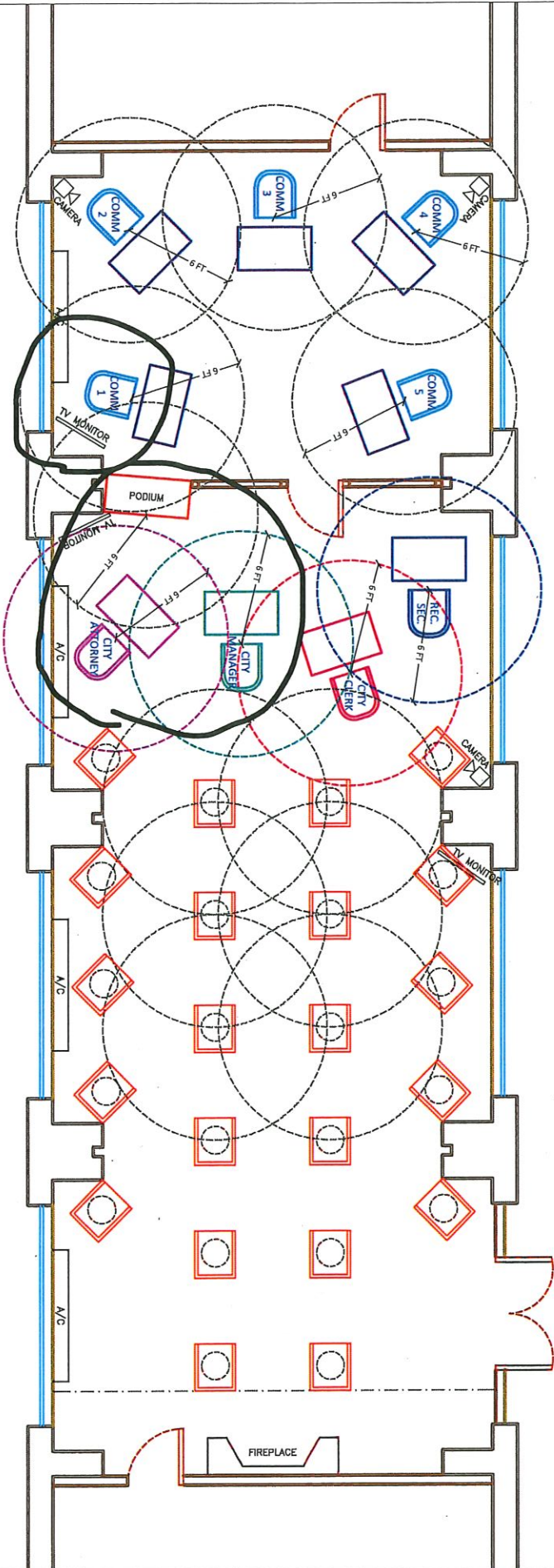
Alcazar Room City Commission Meeting Proposed Floor Plan

6/4/2020

Print Scale: 3/16" = 1'-0"
(Sheet size: 11"x17")



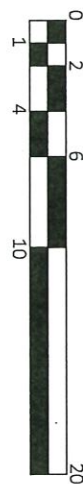
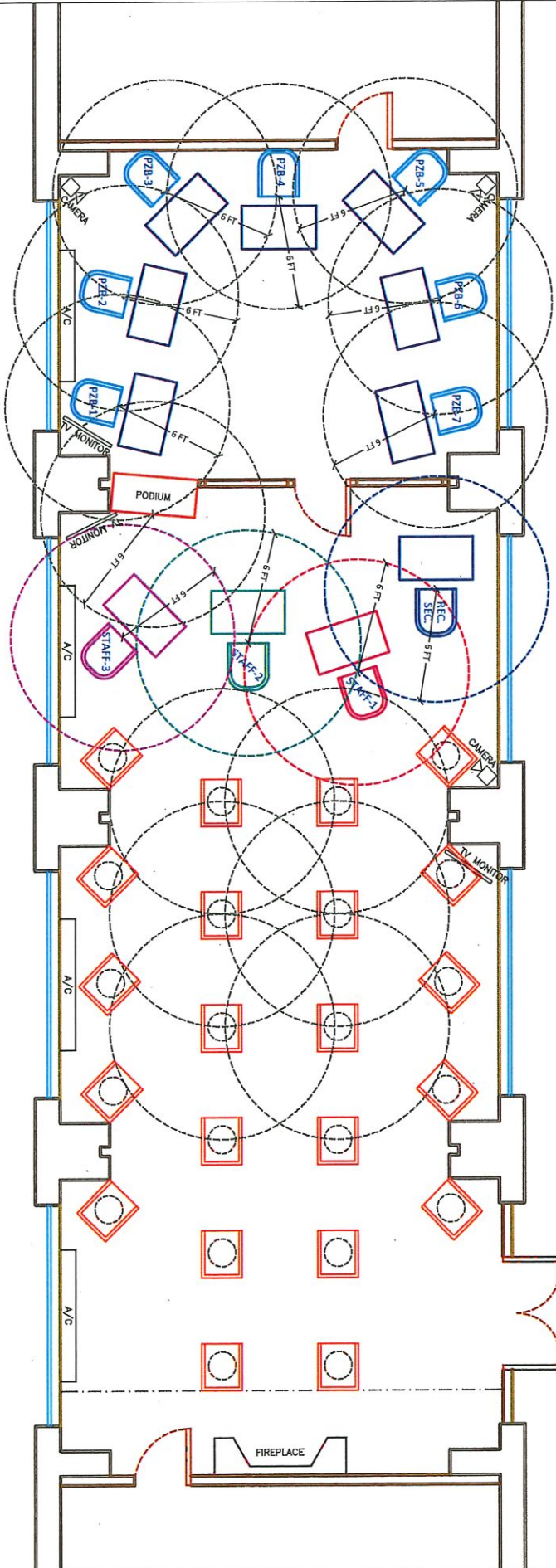
Scale in feet





CITY OF
STAUGUSTINE
EST. 1565

Alcazar Room
PZB Meeting
Proposed Floor Plan



Print Scale: 3/16" = 1'-0"
(Sheet size: 11"x17")

6/5/2020

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, P.E.
City Manager

DATE: June 3, 2020

RE: Consent Agenda Item for June 22, 2020 Commission Meeting
Approval of Grant Agreement with FDEM and
Request for Stormwater Reserves Funding for Local Match
Avenida Menendez Seawall Flood Barrier -Phase 1 FEMA-DR-4337-382-R

The Avenida Menendez Seawall Flood Barrier project (DR-4337-382-R) has been awarded grant funding for Phase 1 (Engineering, Design, Permitting and Surveying) from the Federal Emergency Management Agency (FEMA). This grant is administered through the state (Florida Department of Emergency Management –FDEM).

As a Hazard Mitigation Grant Program project, the City proposes to improve the seawall of Avenida Menendez, located south of Bridge of Lions in St. Augustine, Florida. Once Phase I is completed, the Phase II proposed scope of work shall include the design and construction of the raised portion of the existing seawall to achieve a continuous 7.1-foot elevation along the shoreline. This shall incorporate an 8-foot wide pedestrian sidewalk and landward retaining wall to transition back to the existing grades. The project also includes reinforcing the existing seawall in order to support and connect to the section of the structure that will be constructed at a higher elevation and installing tide check valves at the existing stormwater outfalls along the project limits. This project shall provide a higher level of protection from direct storm surge flooding during a storm event. The project will be designed to provide protection against a 100-year storm event. The estimated total project cost (Phase 1 and Phase 2) is \$ \$1,136,012.

The sub-award and grant agreement (attached) is for the accomplishment of Phase 1 to be completed by December 31, 2021 for a total project cost of \$132,771 with \$99,578.25 as Federal Share and \$33,192.75 as Local Share.

Staff has reviewed the agreement and recommends approval for execution; and further requests authorization to utilize Stormwater Reserves in the amount of \$33,192.75 for the local match.

If you should have any questions, please do not hesitate to ask.



Reuben C. Franklin, Jr., P.E.
Public Works Director

Enclosure

Cc: Darlene Galambos, City Clerk
Meredith Breidenstein, Assistant City Manager
Jim Piggott, General Services Director
Corey Sakryd, Grant Administration Coordinator
Jessica Beach, Capital Improvements Engineer

City of St. Augustine

Authorization for Project Accounting

Project Title Avenida Menendez Seawall Flood Barrier - HMGP
Project Funding Stormwater Operations, FEMA HMGP Grant Marina? General?
Project Manager Jessica Beach
Project Team Stephen Slaughter, Reuben Franklin

Project Description (Attach additional information if necessary)

The existing seawall along the Bayfront will be modified to provide a continuous elevation from the recently completed Avenida Menendez Seawall to the north to the Bridge of Lions (approximately 570 linear feet). This will fill in the elevation gap that currently exists and is a vulnerable area to flooding and storm surge. This will also include tide check valves as needed to address tidal flooding and any repairs that may be needed to reinforce the existing seawall.

Project Phases and Budgets (Attach additional information if necessary)

Description	Amount	Account #	Start Date	End Date
Preliminary Engineering Design for HMGP - Professional Services with ATM	\$ 25,689		7/26/18	9/30/18
Phase 1 (engineering, design, permitting & surveying) - FEMA HMGP 75% match	\$ 99,578		8/3/20	12/31/21
Phase 1 (engineering, design, permitting & surveying) - COSA 25% match	\$ 33,193		8/3/20	12/31/21
Phase 2 - (Construction - as estimated in HMGP application) - FEMA 75% match	\$ 681,583		1/4/20	1/4/22
Phase 2 - (Construction - as estimated in HMGP application) - COSA 25% match	\$ 227,194		1/4/20	1/4/22
Engineering and Bidding Services + Construction Inspection Services	\$ 181,797		1/4/20	1/4/22
Contingency (5%)	\$ 45,439		1/4/20	1/4/22

Total \$ 1,294,472

Signatures

Date

Department Head _____
Budget Director _____
Financial Services _____
City Manager _____

Original

Department Head

Originator must make and distribute all copies

General Services
 Budget Director
 Finance Director

Revised: MLB 10/24/2017



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Jared Moskowitz
Director

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT MITIGATION BUREAU

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Saint Augustine
PROJECT #:	4337-382-R
PROJECT TITLE:	City of Saint Augustine, Avenida Menendez Seawall, Flood Barrier – Phase 1
CONTRACT #:	H0483
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Jessica Beach, Professional Engineer, City of Saint Augustine

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

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

If you have any questions regarding this contract, or who is authorized to sign it. Please contact your Project Manager at 850-815-4578 or via email at Renee.Singh@em.myflorida.com.

Agreement Number: H0483

Project Number: 4337-382-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

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

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

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

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

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

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

Sub-Recipient's name:	City of Saint Augustine
Sub-Recipient's unique entity identifier:	59-6000420
Federal Award Identification Number (FAIN):	FEMA-DR-4337-FL
Federal Award Date:	February 25, 2020
Subaward Period of Performance Start and End Date:	Upon execution through December 31, 2021
Amount of Federal Funds Obligated by this Agreement:	\$99,578.25
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	\$99,578.25
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	\$99,578.25
Federal award project description (see FFATA):	Flood Barrier
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Renee.Singh@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

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

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

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

(2) LAWS, RULES, REGULATIONS AND POLICIES

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

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

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

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

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

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

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

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

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

(3) CONTACT

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

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

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

Renee Singh, FCCM
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2702 Directors Row
Orlando, Florida 32809
Telephone: 850-815-4578
Email: Renee.Singh@em.myflorida.com

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

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

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

Jessica Beach
Professional Engineer
City of Saint Augustine
75 King Street
Saint Augustine, Florida 32084
Telephone: 904-315-4676
Email: jbeach@citystaug.com

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

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

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

(7) SCOPE OF WORK

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

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on **December 31, 2021**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.

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

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$99,578.25**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job,

such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,
- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

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

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

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

- j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:
 - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
 - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of

interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

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

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

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

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

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

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

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

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

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

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

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

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

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become

public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

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

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

(11) AUDITS

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

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

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

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

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable

provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

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

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

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

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

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

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

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

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

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

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

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

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

(13) MONITORING

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

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

(14) LIABILITY

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

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

(15) DEFAULT

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

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

(16) REMEDIES

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

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

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

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

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

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

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

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

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

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited

to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

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

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

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

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

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;
- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
- viii. Engage in any arbitrary action during the procurement process; or,
- ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

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

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

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

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

(19) ATTACHMENTS

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

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

c. This Agreement has the following attachments:

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

(20) PAYMENTS

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

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

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

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

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

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

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

(22) MANDATED CONDITIONS

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

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

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

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

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

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

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

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

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

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

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

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

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

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

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

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

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

(23) LOBBYING PROHIBITION

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

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

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

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

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

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

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

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

(24) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

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

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

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

(26) EQUAL OPPORTUNITY EMPLOYMENT

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

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

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

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The

contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

(27) COPELAND ANTI-KICKBACK ACT

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

- i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

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

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

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

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

(30) SUSPENSION AND DEBARMENT

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

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

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

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

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

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

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
- c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

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

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

SUB-RECIPIENT: City of Saint Augustine

By: _____

Name and title: _____

Date: _____

FID# _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Jared Moskowitz, Director

Date: _____

EXHIBIT – 1

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

Federal Program

Federal agency: Federal Emergency Management Agency: Hazard Mitigation Grant

Catalog of Federal Domestic Assistance title and number: 97.039

Award amount: \$ 99,578.25

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

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

Federal Program:

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

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve the existing seawall with a Flood Barrier on Avenida Menendez Seawall in St. Augustine, St. Johns County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-382-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

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

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the seawall of Avenida Menendez, located south of Bridge of Lions in St. Augustine, Florida 32084. Coordinates (29.892693, -81.310194).

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

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

The Phase II proposed scope of work shall include the design and construction of the raised portion of the existing seawall to achieve a continuous 7.1-foot elevation along the shoreline. This shall incorporate an 8-foot wide pedestrian sidewalk and landward retaining wall to transition back to the existing grades. The project also includes reinforcing the existing seawall in order to support and connect to the section of the structure that will be constructed at a higher elevation and installing tide check valves at the existing stormwater outfalls along the project limits. This project shall provide a higher level of protection from direct storm surge flooding during a storm event.

The project shall be designed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

TASKS & DELIVERABLES:

A) Tasks:

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

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

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

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

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed. The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

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

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

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

- 2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B) Deliverables:

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval, to implement measures to improve the seawall of Avenida Menendez, located south of Bridge of Lions in St. Augustine, Florida 32084.

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

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

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

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

D) Environmental:

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

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

E) Programmatic:

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II – Construction is considered.
- 5) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.
- 6) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 7) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 8) When completed, the Sub-Recipient must provide 100% completed designs, calculations, complete signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will be necessary. No construction activities for this project have been approved.

- 9) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

This is FEMA project number **4337-382-R**. It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on February 25, 2020; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **December 31, 2021**.

F) FINANCIAL CONSEQUENCES:

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

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

Schedule of Work

Phase I –

State & Local Contracting:	8	Months
H & H Study:	5	Months
Engineering Design Specifications:	6	Months
Permitting / Survey:	2	Months
<u>Deliverables Submitted for Phase II Review:</u>	<u>1</u>	<u>Month</u>
Total Period of Performance:	22	Months

BUDGET**Line Item Budget***

	Project Cost	Federal Share	Non-Federal Share
Materials:	\$0.00	\$0.00	\$0.00
Labor:	\$0.00	\$0.00	\$0.00
Fees:	\$132,771.00	\$99,578.25	\$33,192.75
Initial Agreement Amount:	\$132,771.00	\$99,578.25	\$33,192.75
***Contingency Funds:	\$0.00	\$0.00	\$0.00
Project Total:	\$132,771.00	\$99,578.25	\$33,192.75

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

***** This project has an estimated \$0.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

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

Funding Summary

Federal Share:	\$99,578.25	(75%)
Non-Federal Share:	\$33,192.75	(25%)
Total Project Cost:	\$132,771.00	(100.00%)

Attachment B
Program Statutes and Regulations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes

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

Attachment C

Statement of Assurances

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

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

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

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

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

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
 - (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

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

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.
- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all

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

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

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

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

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR ADVANCE OR REIMBURSEMENT OF
HAZARD MITIGATION ASSISTANCE PROGRAM FUNDSSUB-RECIPIENT: City of Saint Augustine

REMIT ADDRESS: _____

CITY: Saint Augustine STATE: Florida ZIP CODE: 32084PROJECT TYPE: Flood Barrier PROJECT #: 4337-382-RPROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0483

APPROVED BUDGET: _____ FEDERAL SHARE: _____ MATCH: _____

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

Invoice Period: _____ To _____ Payment #: _____

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75 %	Obligated Non- Federal 25%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ _____

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

SUB-RECIPIENT SIGNATURE: _____

NAME / TITLE: _____ DATE: _____

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

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

SUB-RECIPIENT: City of Saint Augustine PAYMENT #: _____
PROJECT TYPE: Flood Barrier PROJECT #: 4337-382-R
PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0483

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

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

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

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

**Attachment E
JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT: City of Saint Augustine

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

☐ **ADVANCE REQUESTED**

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

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

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

ESTIMATED EXPENSES

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

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

Attachment F

DIVISION OF EMERGENCY MANAGEMENT
HAZARD MITIGATION GRANT PROGRAM
QUARTERLY REPORT FORM

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

SUB-RECIPIENT: City of Saint Augustine PROJECT #: 4337-382-R
PROJECT TYPE: Flood Barrier CONTRACT #: H0483
PROGRAM: Hazard Mitigation Grant Program QUARTER ENDING: _____

Advance Payment Information:

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

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

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

Target Dates:

Contract Initiation Date: _____ Contract Expiration Date: _____

Estimated Project Completion Date: _____

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

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

Describe **Milestones** achieved during this quarter:

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

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

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

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

Additional **Comments**/Elaboration:

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

Person Completing Form:

Phone:

~ To be completed by Division staff ~

Date Reviewed: _____ Reviewer: _____

Actions:

Attachment G
Warranties and Representations

Financial Management

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

Procurements

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

Business Hours

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

Licensing and Permitting

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

Attachment H

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

Subcontractor Covered Transactions

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

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

City of Saint Augustine
Sub-Recipient's Name

H0483
DEM Contract Number

4337-382-R
FEMA Project Number

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

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

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

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

ORGANIZATION AND PROJECT INFORMATION

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

PROJECT #: 4337-382-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ 99,578.25

OBLIGATION/ACTION DATE: February 25, 2020

SUBAWARD DATE (if applicable): _____

DUNS#: 081948556

DUNS# +4: _____

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

BUSINESS NAME: _____
DBA NAME (IF APPLICABLE): _____
PRINCIPAL PLACE OF BUSINESS ADDRESS: _____
ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY DUNS# (if applicable): _____
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the seawall of Avenida Menendez, located south of Bridge of Lions in St. Augustine, Florida 32084. Coordinates (29.892693, -81.310194).

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

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

The Phase II proposed scope of work shall include the design and construction of the raised portion of the existing seawall to achieve a continuous 7.1-foot elevation along the shoreline. This shall incorporate an 8-foot wide pedestrian sidewalk and landward retaining wall to transition back to the existing grades. The project also includes reinforcing the existing seawall in order to support and connect to the section of the structure that will be constructed at a higher elevation and installing tide check valves at the existing stormwater outfalls along the project limits. This project shall provide a higher level of protection from direct storm surge flooding during a storm event.

The project shall be designed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations

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

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

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

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

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

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☐

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

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

Yes ☐ No ☐

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

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

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

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

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

- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

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

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

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J
Mandatory Contract Provisions

Provisions:

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

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

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

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

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

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

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

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1396 Comp., p. 189) and 12689 (3 CFR Part 1089 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1332)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

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

(K) See §200.322 Procurement of recovered materials.

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

A. GENERAL.

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

1. Major Functions of an Institution

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

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

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

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

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

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

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

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

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

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

2. Criteria for Distribution

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

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

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan
City Manager

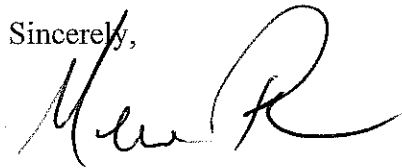
DATE: June 11, 2020

RE: Consent Agenda Item
Grant Summary

Please place on the Consent Agenda for the June 22, 2020 Commission Meeting, a summary of the City's current grants. It is being placed here so that the Commission can review those projects that the City is currently working on that incorporate grant funding along with City funding.

Feel free to contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Breidenstein', with a large, stylized 'R' at the end.

Meredith Breidenstein
Assistant City Manager

Attachment

SUMMARY OF ACTIVE GRANTS

Source	Name	Grant Amount	Local Match	Dept	Status
Florida Department of Economic Opportunity (FDEO)	Lincolnvillle Drainage Improvements	\$ 750,000	\$ 50,000	PW	Authorized construction activities 10/28/19, Construction initiated 11/12/19.
	Emergency Set-Aside Funding - Hurricane Matthew	\$ 602,716	\$ 381,308	PW	Design will be finalized on this project. Grant contract will be terminated based on increased construction costs and prioritization of other Utility and Stormwater projects.
Florida Division of Emergency Management (FDEM), Hazard Mitigation Grant Program (HMGP)	Lake Maria Sanchez Drainage Improvement, Phase 1	\$ 785,738	\$ 736,844	PW	Ph1 Deliverables in work for FDEM and FEMA Environmental Review. Request for contract extension and scope modification has been submitted. If approved, the grant amount will increase and local match decrease by \$356,199.
	Flood Mitigation Improvements S. Whitney/W. King Streets Phase I	\$ 144,854	\$ 48,285	PW	Ph1 Deliverables turned in to FDEM and FEMA for Environmental Reviews. Phase 2 construction of \$2,003,700 grant request has been submitted to FEMA HMGP and SJRWMD. If all approved, grant amount will increase to \$1,894,279 and City Match to \$302,560.
	Avendia Menendez Seawall, Flood Barrier Phase I	\$ 99,578	\$ 33,193	PW	Phase 1 Deliverables due to FDEM 5/31/21. Total grant cost \$132,771. <u>Consent agenda item on 6/22/20 meeting for approval of City Match.</u>
Florida Department of Environmental Protection (FDEP)	W 2nd Street Sanitary Sewer	\$ 400,000	N/A	PW	Project complete and waiting for reimbursement. (Received \$107,554 on 6/12/20)
	W 5th Street Sanitary Sewer, Phase 1 of 2	\$ 350,000	N/A	PW	Septic to Sewer
	Stormwater Outfall Resiliency Retrofit	\$ 155,641	N/A	PW	Tideflex Valves
Florida Department of Law Enforcement (FDLE)	STA Police Dept Park Safety Initiative	\$ 18,961	N/A	PD	PO initiated, ATV placed on order 6/12/2020
	STA Police Dept Special Projects Part 4	\$ 4,756	N/A	PD	Receiving quotes for purchase of equipment (replacement Tazers).
Florida Division of Historical Resources (FDHR)	Survey and Inventory of Hurricane Irma Impacts to the St. Augustine Town Plan NHL	\$ 100,000	N/A	PB	Executing one contract with UofF for grant services.
	Survey and Inventory of Hurricane Irma Impacts to the Older St. Augustine NHRDs (Lincolnvillle, Model Land, Abbott Tract)	\$ 300,000	N/A	PB	Executed 2 contracts for grant services.
	Waterworks Building Restoration (2018-2020)	\$ 239,975	\$ 239,975	PB	Project in progress.
	Resilient Heritage in the "Nation's Oldest City"	\$ 50,000	\$ 50,000	PB	Project in progress. Grant extension approved and Contractor contract extension completed (08/15/2020) due to COVID-19
	St Augustine Survey Phase 4, West Augustine	\$ 50,000	N/A	PB	Project in progress.

SUMMARY OF ACTIVE GRANTS

Source	Name	Grant Amount	Local Match	Dept	Status
Florida Inland Navigation District (FIND)	Salt Run Channel Maintenance Dredging, Phase 8	\$ 150,000	Refer to Comments Section	GS	The St. Augustine Port, Waterway and Beach District to fund 75% of the project which is \$150,000.00. Project completed waiting for reimbursement.
	Salt Run Channel Maintenance Dredging, Phase 9	\$ 150,000	*see comments	GS	The St. Augustine Port, Waterway and Beach District to fund 25% of the project which is \$50,000.00. Project completed waiting for reimbursement.
	Salt Run Channel Maintenance Dredging Phase 10	\$ 150,000	*see comments	GS	The St. Augustine Port, Waterway and Beach District to fund 25% of the project which is \$50,000.00. Project completed waiting for reimbursement.
	Derelict Boat Removal 2019	\$ 13,473	\$ 4,492	GS	Need final 2 vessels pulled.
Florida Fish and Wildlife Commission (FWC)	Derelict Vessels	\$ 49,750	N/A	GS	Yelton Construction retrieved 2 vessels, working other 2. Grant extension request completed w/FWC.
St. Augustine Port, Waterway and Beach District	Derelict Boat Removal 2019	\$ 4,492	\$ 13,473	GS	The Florida Inland Navigation District to fund 75% of the project. Identified 3 derelict vessels \$17,965.00.
Federal Emergency Management Agency (FEMA) Public Assistance	Hurricane Matthew (75%, 12.5%, 12.5%)				
	CAT F - 13 Lift Stations	\$ 9,195,723	\$ 1,313,675	PW	Project still in Pre-construction phase. FEMA project extensions requested.
	CAT G - Lighthouse Fishing Pier	\$ 286,985	\$ 92,788	GS	Project complete. Completing FEMA Request for Information (RFI). City Match received from FIND grant.
	Hurricane Irma (90%, 5%, 5%)				
	CAT - Z Direct Administration Costs	\$ 9,625	\$ 1,375	GS	Not Obligated, Complete, Uploaded, and Waiting for FEMA project guidance.
	Hurricane Dorian (75%, 12.5%, 12.5%)				
	CAT B - Emergency Protective Measures Fire Dept	\$ 27,125	\$ 3,875	GS	Not Obligated, Complete, Uploaded, and Waiting for FEMA project guidance.
	CAT B - Emergency Protective Measures Police Dept	\$ 56,875	\$ 8,125	GS	Not Obligated, Complete, Uploaded, and Waiting for FEMA project guidance.
	CAT B - Emergency Protective Measures Other	\$ 140,875	\$ 20,125	GS	Project in progress.
	CAT G - LMS Retaining Wall Repairs	\$ 43,750	\$ 6,250	UT	Obligated, UT2020-04 RFB advertised open 06/17/2020.
	CAT G - Marina BreakWater Repairs	\$ 35,000	\$ 5,000	GS	Obligated, GS2020-06 RFB Repairs in progress.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: June 1, 2020

RE: **MARLOWE V. CITY OF ST. AUGUSTINE – INVOICE FOR PROFESSIONAL SERVICES**

Enclosed please find Invoice No. 07-2020-05-1743 dated May 31, 2020 from Cavendish Partners, P.A. for legal services rendered in May 2020 regarding the Marlowe v. City of St. Augustine matter.

The amount currently due is **\$4,698.00**. We have reviewed the billing and submit same to you for placement on the consent agenda for the June 22, 2020 City Commission meeting.

*WITH THIS INVOICE THE TOTAL EXPENDED TO DATE FOR ATTORNEY'S
FEES AND COSTS ON THIS MATTER EQUALS \$30,726.40.*

Thank you.



Isabelle C. Lopez
City Attorney

/sl
Attachment

xc: Meredith Breidenstein, Assistant City Manager
Denise C. May, Assistant City Attorney
Darlene Galambos, City Clerk
Mark Simpson, Financial Services

**CAVENDISH
PARTNERS**
P.A.

200 West Forsyth Street, Suite 1610
Jacksonville, FL 32202

INVOICE

Date: 05/31/2020
Invoice #: 07-2020-05-1743
Matter: Marlowe
File #: 1743

INVOICE TOTAL AND BALANCE DUE **\$4,698.00**

Bill To:

Isabelle Lopez, City Attorney
75 King Street
P.O. Box 210
St Augustine, FL 32085

Due Date: 06/30/2020

Please Remit Payment To:

Cavendish Partners, P.A.
200 West Forsyth Street
Suite 1610
Jacksonville, FL 32202

**PAYMENTS RECEIVED AFTER 05/30/2020 ARE
NOT REFLECTED IN THIS BALANCE DUE INVOICE**

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: June 1, 2020

RE: **SEAVIN, INC. V. CITY OF ST. AUGUSTINE – INVOICE FOR PROFESSIONAL SERVICES**

Enclosed please find Invoice No. 23-2020-05-1711 dated May 31, 2020 from Cavendish Partners, P.A. for legal services rendered in May 2020 regarding the Seavin, Inc. v. City of St. Augustine matter.

The amount currently due is **\$1,540.00**. We have reviewed the billing and submit same to you for placement on the consent agenda for the June 22, 2020 City Commission meeting.

*{ WITH THIS INVOICE THE TOTAL EXPENDED TO DATE FOR ATTORNEY'S
FEES AND COSTS ON THIS MATTER EQUALS \$79,074.30. }*

Thank you.



Isabelle C. Lopez
City Attorney

/sl
Attachment

xc: Meredith Breidenstein, Assistant City Manager
Denise C. May, Assistant City Attorney
Darlene Galambos, City Clerk
Mark Simpson, Financial Services

CAVENDISH PARTNERS P.A.

200 West Forsyth Street, Suite 1610
Jacksonville, FL 32202

INVOICE

Date: 05/31/2020
Invoice #: 23-2020-05-1711
Matter: Seavin Inc.
File #: 1711

INVOICE TOTAL AND BALANCE DUE \$1,540.00

Bill To:
Isabelle Lopez, City Attorney
75 King Street
P.O. Box 210
St Augustine, FL 32085
Due Date: 06/30/2020
Please Remit Payment To:
Cavendish Partners, P.A.
200 West Forsyth Street
Suite 1610
Jacksonville, FL 32202

**PAYMENTS RECEIVED AFTER 05/30/2020 ARE
NOT REFLECTED IN THIS BALANCE DUE INVOICE**

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: June 22, 2020

RE: License Agreement for the Use of City Right of Way to Construct a Dock at 435
Flagler Boulevard

Chronology

On October 1, 2019, the Planning and Zoning Board (PZB) continued a dock, three boatlifts and a bulkhead application for 435 Flagler Boulevard until December 3, 2019.

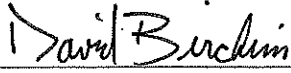
On December 3, 2019 the Planning and Zoning Board (PZB) continued a dock and bulkhead application for 435 Flagler Boulevard until February 4, 2020.

On January 13, 2020, the City Commission considered a license application for a dock to cross the unopened Alaminos Ave./Inlet Pl. right of way as an amenity for 3 condominiums to be constructed at 435 Flagler Boulevard. The City Commission continued the license agreement until further legal and historical information could be presented regarding the use of city license agreements for private dock applications. (minutes attached)

On February 4, 2020, the Planning and Zoning Board approved a new bulkhead at 435 Flagler Boulevard and continued the application for a new dock, pending the City Commission's decision on the license agreement.

On October 25, 1993, the city approved a revocable license agreement for the property at 19 Magnolia Drive, owned by Jack and Alison Ratkovic, for their dock to cross an unopened 10' city right of way. (see attached) This is the only historical precedent that I could find related to private docks crossing city right of way.

Please place this license agreement on the June 22, 2020 City Commission agenda. If you have any questions, please let me know.

A handwritten signature in black ink that reads "David Birchim". The signature is written in a cursive style with a vertical line separating the first and last names.

David Birchim, AICP
Director, Planning and Building

VOTE ON MOTION

AYES: Sikes-Kline, Horvath,
Upchurch, Freeman, Valdes

NAYES: None

MOTION APPROVED UNANIMOUSLY

10. Staff Reports and Presentations

10.A. Discussion regarding the proposed License Agreement for the construction of a dock across unopened portion of Alaminos Avenue / Inlet Place.

Reuben Franklin, Director, Public Works, reviewed the item and noted that the applicant, Scott Patrou, was present at the meeting to answer questions. Mr. Franklin noted that Public Works reviewed the application from an infrastructure standpoint, such as no underground utilities, stormwater or physical construction that would interfere with the dock.

Mr. Franklin stated that the Commission would need to decide on whether to grant the License Agreement as it provided access to a waterway in the City.

Mr. Patrou discussed his research of the property and his intentions with the License Agreement for the dock construction. He noted the following:

- Originally dock was drawn on northern corner of boundary line representing 435 Flagler Boulevard
- When the property was purchased, the prior owners had previously obtained Army Corps of Engineer and the Department of Environmental Protection (DEP) permit for a dock in that location
- Concerns were expressed about access from Corona del Mar and the end of Flagler Boulevard
- On the proposal, the dock was shifted another 32' down, which left a 60' right-of-way, plus an additional 30'

- There was still over 90' between northern boundary of Flagler Boulevard down to the dock
- Due to the way the area platted, the lots were under water
- Eight lots to the south were all vacated along Alaminos Avenue and subsequently deeded to the respective Property owners on the western border
- Public access was still a 95' clear shot into the intercoastal

Mr. Patrou stated that he was just seeking a License Agreement for a dock across one section that would not prevent public access, and that he had spoken with, and desired to cooperate with neighbors regarding the dock.

Mayor Upchurch inquired about the Lot 120 ownership, and it was noted that Lot 119 and 120 were owned by the City. He asked about the dock details, how it was constructed, the public's ability to walk underneath, and whether these would be matters of the Planning and Zoning Board (PZB).

Mr. Cary noted that the Commission was to decide on whether they would grant a License and that PZB wanted their decision first before they reviewed the conservation overlay development, which was a lengthy process.

Commissioner Horvath requested to hear from David Birchim, Director, Planning and Building, regarding the Comprehensive Plan and how it figured into the issue.

Mr. Birchim noted the following:

- The Comprehensive Plan (CP) language stated that the City would provide access to water bodies for the citizens
- Due to the language, the City never entertained a vacation that led to a water body, with exception of Cherokee Street

- The City vacated a right-of-way where Cherokee dead ended into the San Sebastian River only when an unobstructed access easement was granted back to the City
- This was also tied to a dredging spoil site that the City accepted when they applied for the road vacation at the end of Cherokee
- The CP stated the City could not deny public access to a water body, and in this case that unopened right-of-way was still dedicated to the City for public access
- Access was marginal if the property was submerged with the wetlands and mangroves

Mr. Birchim concluded that he believed this was why the applicant had asked for a License Agreement, because that portion of the un-opened right-of-way remained publicly owned.

The Commission discussed the following:

- The community desired to keep the space open with public access along Flagler Boulevard
- The public's intention was to preserve the area; however, it would be unfair to not allow this License Agreement when there were docks everywhere
- The dock must be constructed where there was still public access
- The City would have ninety (90) feet of access with the dock; however, would that be enough space for dredge purposes, should they ever be needed
- The right-of-way had not been evaluated as a dredge unloading site
- Most of the dredge sites had concrete seawalls and designated larger areas for trucks to load and unload
- This was a License Agreement and could be revoked
- Areas without riparian rights had not previously been approved

- Granting the easement across a City right-of-way could pose a problem with denying a future applicant wanting an open right-of-way
- The difference in properties was there was public use of those areas, no vehicular traffic, no actively used right-of-way and the adjacent properties were vacated
- Although wetlands, this was a street that was not abandoned and was still City property and allowing this License Agreement to transverse it for the first time may cause issues down the road
- Provided access for those not wealthy enough to live on the water

Mayor Upchurch noted that this had been a controversial issue for the Commission between 1988 and 1990 in the Lighthouse Park area, and although he did not recall if the request was to vacate the unopened right-of-way or to create a License Agreement, there was clear evidence of the neighborhood's unobstructed daily use of the water access. He noted that this was a different configuration.

Mr. Regan stated that in the case referenced, the dock was denied by the City and the Rakovick's won the right to construct the dock in Circuit Court.

The Commission did not want to set a precedence with a decision and sought the insight of Mr. Cary.

Mr. Cary stated the following:

- A full legal analysis had not been done, nor a title search to analyze riparian rights; should that become an issue, the City would need to retain outside counsel
- From what information the City had, this was a platted property where the City reserved the easement over Flagler Boulevard, which was essentially under water and no road would be made there

- There were lots on the other side of Flagler Boulevard reserved to the City, so the ability was there to license
- From the application, it was understood that this was a City right-of-way that led into a City lot, both of which the Commission had the legal ability to provide a License Agreement for the use
- The License Agreement would not transfer ownership or provide any property rights to the applicant, other than ability to build over the City property
- Applications like this would not set a binding precedent; however, they could be used as a marker that was placed in order to create a situation where all properties are treated equitably
- Approval of the License Agreement did not allow anyone the right to a License Agreement, whether similarly situated or not; however, it may present an opportunity for someone to say they were treated differently
- This was a road that was platted and therefore, legally easy to distinguish from an active ROW such as Avenida Menendes
- The City retained full ownership rights with the License Agreement and there was no legal requirement to have a cause for revocation
- With a 3/2 Commission vote in the future, the License Agreement could be revoked, and could essentially give thirty days to remove the dock

The Commission and Mr. Cary discussed the specificity as to the regulation and requirements needed for the dock ie. elevation, public ingress and egress.

Mr. Regan noted that the License Agreement needed to be approved, tabled or denied. He stated that if the Commission wanted to approve the License, but list a height, that could be

added. He noted the discussion could be tabled and brought back with specific language. He continued that a condition could be made that the license come back after a full review by PZB on the dock that conceptually the Commission did not have a problem crossing the right-of-way but wanted to see the elevation. He added that if concerns existed regarding riparian rights, then there was no information that had been provided for a full review.

Mayor Upchurch requested that the City Attorney's office, Mr. Regan and staff return to the Commission with legal and historical information about the City and past actions and provide an analysis to understand how the proposal fits within.

Mr. Regan planned to follow through with all case law and other topics pertinent to the final decision.

MOTION

Mayor Upchurch MOVED to table the License Agreement with directions and request to City Staff to provide the Commission both legal and historical information about previous vacations, License Agreements that will help guide the Commission's decision. The motion was SECONDED by Commissioner Horvath and APPROVED BY UNANIMOUS VOICE VOTE.

11. ITEMS BY CITY ATTORNEY

11.A. Sunshine, Public Records and Ethics Minute.

No presentation made, provided by the City Attorney's Office for information purposes.

12. ITEMS BY CITY CLERK

12.A. Reminder of upcoming Board appointments.

Mayor Upchurch confirmed that the City would re-advertise for both positions, and

LICENSE AGREEMENT

THIS AGREEMENT made and entered into this 25th day of October, A.D., 1993, by and between CITY OF ST. AUGUSTINE, FLORIDA, a Florida municipal corporation (the "City"), and JACK RATKOVIC, a/k/a JOHN RATKOVIC, and ALISON RATKOVIC, his wife, (the "Ratkovics").

W I T N E S S E T H:

1. Recitals. The parties agree that the following recitals are true:

a. Ratkovics are the owners of Lot 6, Block 11, in the Plat of Carvers Anastasia, as recorded in Map Book 1, Page 58, Public Records of St. Johns County, Florida.

b. That adjacent and to the East of said lot is an unnamed 10' alley duly dedicated to the City.

c. Ratkovics are the owners of a dock extended in a generally Easterly direction immediately to the East of the unnamed 10' alley.

d. Ratkovics are desirous of connecting such dock to a retaining wall and deck located on the above mentioned lot.

e. That the City Commission has found and determined that the issuance of a license to connect such dock to the retaining wall and deck pursuant to an application by Ratkovics will not interfere with the use of such alley, if constructed upon the terms and conditions set forth in Paragraph 2 hereof.

2. Grant of License. There is herewith granted unto Ratkovics a revocable license to connect such dock to the retaining wall and deck across the 10' unnamed alley, provided, however, that

such connection shall have a minimum vertical clearance of 6'2" between the ground level and the lowest point of such connection.

3. Agreement of Ratkovics.

a. Ratkovics agree that in consideration of the grant of this license that the City, acting through its City Commission, may, at any time, revoke the license herein granted and upon such revocation, after 30 days' written notice to Ratkovics, their successors and assigns, Ratkovics will cause the connection to be removed in a good and workmanlike manner.

b. Ratkovics will cause the connection to be maintained so as not to constitute a hazard to the public utilizing such 10' alley.

c. Ratkovics agree to indemnify, defend, save and hold harmless the City, its agents, servants and employees, from or on account of any suit or action for damages incurred as a result of or arising out of the construction of such connection, including personal property, by persons allegedly injured by the presence of the connection, including any actions, suits or claims in which it has alleged that the City, its agents, servants or employees, were negligent in allowing or permitting such connection to be constructed or maintained.

d. It is understood and agreed that the issuance of the license hereunder and the representations of the City do not constitute representations or agreement by the City that Ratkovics have any valid claim to the ownership of any bottom lands in the

area of the 10' alley or in Salt Run.

IN WITNESS WHEREOF the parties have caused these presents
to be executed the day and year first written above.

Signed, sealed and delivered
in the presence of:

Chilly Ratkovics
Witness as to Ratkovics

Jack Ratkovics
JACK RATKOVIC a/k/a JOHN
RATKOVIC

Sandra J. Schroeder
Witness as to Ratkovics

Alison Ratkovics
ALISON RATKOVIC

"Ratkovics"

CITY OF ST. AUGUSTINE, FLORIDA

ATTEST:

Paula B. Owens
City Clerk

George Tate
Mayor-Commissioner

"City"

d:\city\ratkovic\license

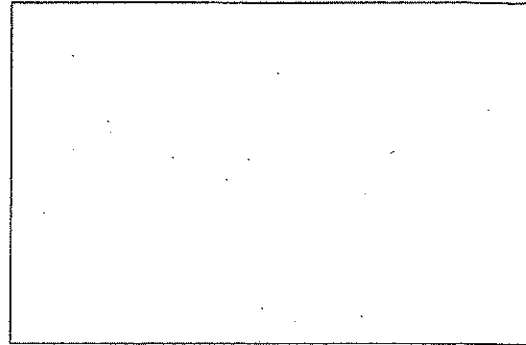
APPROVED AS TO FORM AND LEGALITY

[Signature]
City Attorney

435 FLAGLER BLVD.

LICENSE AGREEMENT

This instrument was prepared under the direction and supervision of Isabelle C. Lopez, City Attorney, P.O. Box 210, St. Augustine, Florida 32085



LICENSE FOR USE OF CITY RIGHT-OF-WAY

COMES NOW THE CITY OF ST. AUGUSTINE, FLORIDA, a Florida municipal corporation ("Grantor"), whose address is P.O. Box 210, St. Augustine, Florida 32085-0210, and grants to GP SALT RUN, LLC ("Grantee"), whose address is 770 A1A Beach Boulevard, Suite D, St. Augustine, Florida 32080, a non-exclusive, revocable License for the permissive use of the Grantor's public right-of-way known as Flagler Boulevard located at **435 Flagler Boulevard**, situated in the State of Florida, County of St. Johns, and City of St. Augustine and described in **Exhibit "A"** attached hereto and incorporated herein by reference.

This License is subject to the following terms and conditions:

1. The Grantor may revoke this License at any time by delivery to the Grantee of written notice of revocation directed to the Grantee.
2. All notices required by this License shall be affected by delivery of said notice in writing to the recipient party by U.S. Mail, certified, return receipt requested. All notices shall be sent to the address of the recipient Grantor or Grantee and as described herein.
3. Grantor grants this License to Grantee on a continuing basis for use of the Grantor's right-of-way but only to the extent required by Grantee for placement of a residential dock from Grantee's property, across Grantor's right-of-way, to the Matanzas River. Grantee shall not use the property for parking, storage, or placement of any structure other than a residential dock without the written permission of the City Manager or designee.
4. Grantee shall not occupy, or use said right-of-way, nor shall Grantee permit the occupation or use of said right-of-way, for any purpose other than those purposes expressly permitted by this License.
5. In addition to any other reservations made herein, Grantor, in its sole discretion, may deem it in the public interest to use the subject right-of-way, or any portion thereof, for any public purpose and, therefore, declare a need to remove the Grantee's improvements. In that event, Grantor shall give Grantee one hundred eighty (180) days' written notice of revocation and cancellation of this License. Grantee shall have a reciprocal right of cancellation of this License upon one hundred eighty (180) days' written notice to the Grantor.
6. During the term of this License, Grantor shall bear no responsibility for the maintenance of any improvements made by Grantee within the right-of-way, and Grantee shall, at Grantee's sole expense, keep all such improvements in good order and repair.
7. Grantee shall not directly or indirectly assign, sublease, hypothecate, sell, mortgage, encumber or otherwise transfer this License or any interest therein without the written permission of Grantor.

8. To the extent permitted by law, the Grantee shall indemnify, defend, and hold the Grantor harmless from all claims and reasonable costs associated with this License. This provision relating to indemnification shall be subject to the limitations of liability set forth in Section 768.28, Florida Statutes. Nothing in this section shall operate as a waiver of sovereign immunity on the part of the Grantee or the Grantor.

9. Grantee, at all times during the term hereof, shall carry public liability insurance against personal injury and property damage with a company authorized to conduct business in the State of Florida and satisfactory to the Grantor, protecting the City of St. Augustine against any and all claims for damages to persons or property as a result of or arising out of the use and maintenance by Grantee of the Grantor's right-of-way. Said insurance shall name the City of St. Augustine as an additional insured with limits of coverage not less than: \$300,000, bodily injury or death, each person; \$300,000, bodily injury or death, each accident; \$300,000, property damage, each individual claim; and \$300,000, property damage, each accident. Grantee shall supply written proof of insurance to Grantor within fifteen (15) days of the date of execution of this License and shall continue to supply such proof to Grantor annually on the anniversary date of the execution of this License. Grantor's representative with regard to providing the written proof required herein shall be the City Manager for the City of St. Augustine, P.O. Box 210, St. Augustine, Florida, 32085-0210, unless and until Grantor notifies Grantee otherwise in writing.

10. Upon the notice of termination or cancellation of this License by Grantor or Grantee, this License shall become null and void, at which time Grantee shall remove all improvements located within the right-of-way within one hundred eighty (180) days of receipt of such notice of termination or cancellation. If such improvements are not removed within one hundred eighty (180) days of initial notice, Grantor may remove such structures, and Grantee shall pay Grantor's costs of such removal within one hundred eighty (180) days of receipt of notice of such costs. If Grantee fails to pay such costs within one hundred eighty (180) days of notice, Grantee shall be liable for all costs of collection, including court costs and attorney's fees incurred by Grantor to collect such costs.

11. Grantor, at Grantor's expense, shall record this License in the Public Records of St. Johns County, Florida.

12. For any litigation arising out of the interpretation or enforcement of the terms and conditions of this License, venue shall lie exclusively in a court of competent jurisdiction located in St. Johns County, Florida.

13. Grantee, by acceptance of this License, acknowledges that the Grantee, and the Grantee's heirs, assigns and successors shall be unequivocally bound by the terms and covenants contained in this License.

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

_____ day of _____, 20____.

ATTEST:

Darlene Galambos, City Clerk
(SEAL)

GRANTOR:

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

By: _____
Tracy Upchurch, Mayor-Commissioner

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, personally appeared before me, by means of ☐ physical presence or ☐ online notarization, Tracy Upchurch, who is personally known to me, who is the person described in and who executed the foregoing instrument and who acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this _____ day of _____, 20____.

Notary Public, State of Florida

Signed, sealed, and delivered
in the presence of:

Witness

Print: Jonathan Holmes

Witness

Print: Sharon Maguire

GRANTEE:

GP SALT RUN, LLC,
a Florida limited liability company

By: Scott M. Patrou

Scott M. Patrou, Managing Member

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, personally appeared before me, by means of ☒ physical presence or ☐ online notarization, Scott M. Patrou, who is personally known to me or who produced _____ as identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 1 day June, 2020.



Sharon L. Maguire
Commission # GG157476
Expires: December 8, 2021
Bonded thru Aaron Notary

Sharon L. Maguire
Notary Public, State of Florida

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

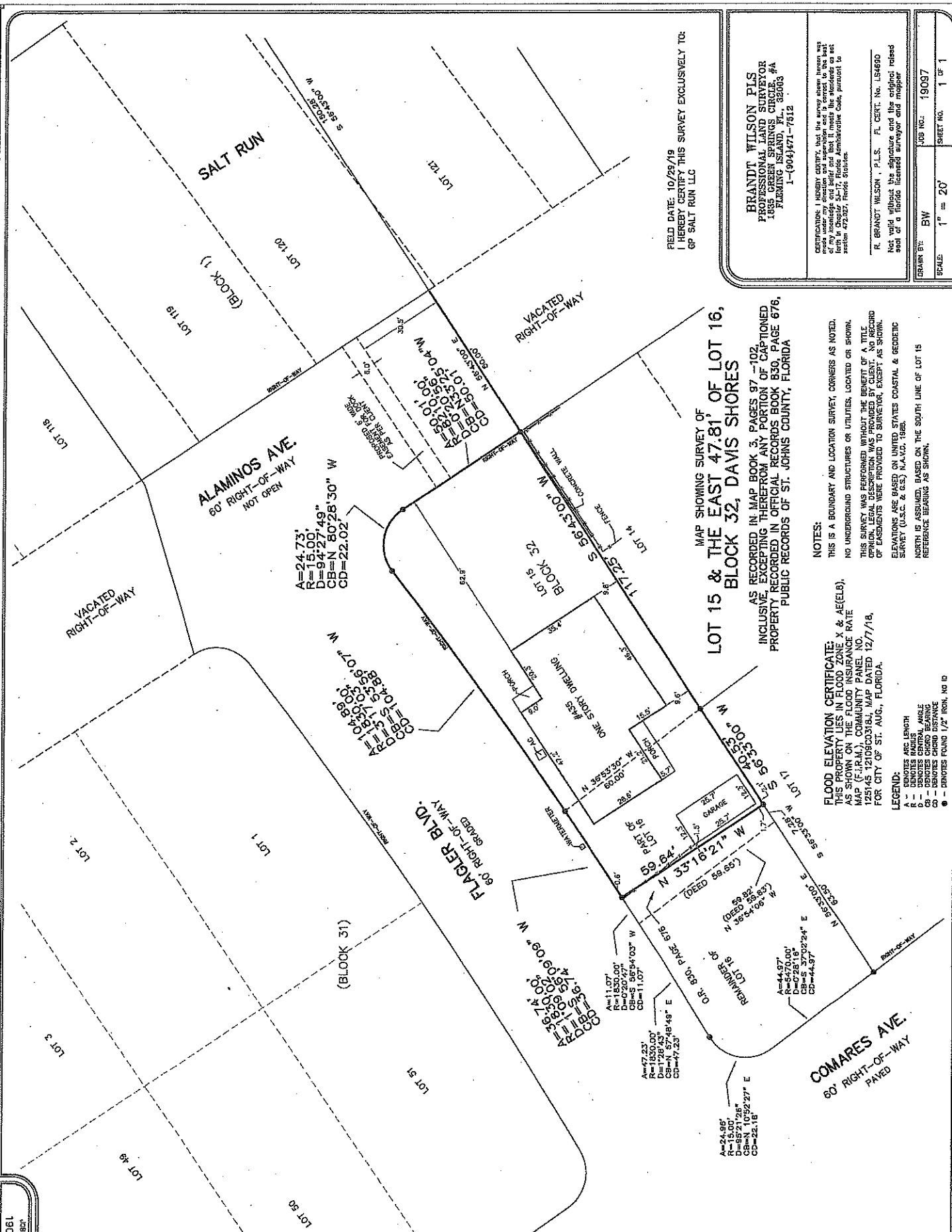
CITY ATTORNEY

EXHIBIT "A"

LEGAL DESCRIPTION

A PORTION OF THE UNOPENED CITY OF ST. AUGUSTINE ALAMINOS AVENUE (AKA INLET PLACE) RIGHT OF WAY LOCATED DIRECTLY EAST OF LOT 15, BLOCK 32, DAVIS SHORES SUBDIVISION AND DIRECTLY WEST OF LOT 120, BLOCK 1, DAVIS SHORES SUBDIVISION WHICH IS APPROXIMATELY 6 FEET IN WIDTH AND 60 FEET IN LENGTH AS GENERALLY DEPICTED ON THE ATTACHED SURVEY, DATED 10/29/19 AND IDENTIFIED AS "PROPOSED 6' WIDE EASEMENT FOR DOCK AS PER CLIENT".

19087



FIELD DATE: 10/29/19
I HEREBY CERTIFY THIS SURVEY EXCLUSIVELY TO:
GP SALT RUN LLC

BRANDT WILSON PLS
PROFESSIONAL LAND SURVEYOR
1835 GREEN SPRINGS CIRCLE, #A
FLEMING ISLAND, FL, 32003
1-(904)471-7512

REMARKS: I certify that the survey shown on this map is a true and correct representation of my knowledge and belief and that it meets the standards set forth in the Florida Statutes, Chapter 40, Part I, Article 1, Section 40.01, Florida Statutes.

R. BRANDT WILSON, P.L.S. FL. CERT. NO. 154680
Not a valid signature and this plat is void of a Florida licensed surveyor and mapmaker.

DRAWN BY: BW
SCALE: 1" = 20'
JOB NO.: 19087
SHEET NO.: 1 OF 1

MAP SHOWING SURVEY OF
LOT 15 & THE EAST 47.81' OF LOT 16,
BLOCK 32, DAVIS SHORES
AS RECORDED IN MAP BOOK 3, PAGES 97-102,
INCLUSIVE, EXCEPTING THEREFROM ANY PORTION OF CAPTIONED
PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 830, PAGE 676,
PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA

NOTES:
THIS IS A BOUNDARY AND LOCATION SURVEY; CORNERS AS NOTED.
NO UNDERGROUND STRUCTURES OR UTILITIES, LOCATED OR SHOWN.
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE
OPINION. LEGAL DESCRIPTION WAS PROVIDED BY CLIENT. NO RECORD
OF EASEMENTS WERE PROVIDED TO SURVEYOR, EXCEPT AS SHOWN.
ELEVATIONS ARE BASED ON UNITED STATES COASTAL & GEODETIC
SURVEY (U.S.C. & G.S.) N.A.M.D. 1988.
NORTH IS ASSUMED, BASED ON THE SOUTH LINE OF LOT 15
REFERENCE BEARING AS SHOWN.

FLOOD ELEVATION CERTIFICATE:
THIS PROPERTY LIES IN FLOOD ZONE X & AE(EL8).
AS SHOWN ON THE FLOOD INSURANCE RATE
MAP FOR THE COMMUNITY PANEL NO. 12514S,
12514S, FLOOD ZONE X & AE(EL8), DATED 12/7/18,
FOR CITY OF ST. AUG., FLORIDA.

LEGEND:
A - DENOTES ARC LENGTH
R - DENOTES RADIUS
D - DENOTES DIAMETER
CB - DENOTES CHORD BEARING
CD - DENOTES CHORD DISTANCE
● - DENOTES FOUND 1/2" IRON, NO ID



Ms. Isabelle Lopez, Esq.
City Attorney for City of St. Augustine
PO Box 210
St. Augustine, FL 32085

Ms. Lopez,

Please find below our response to your correspondence dated May 14, 2020.

1. We acknowledge and agree the area consisting of the right-of-way and platted lots, some of which may be submerged, generally east of our property is a public right of way and we are not making any claims of ownership to said right of way.
2. We are seeking a permissive use of a portion of this land to place a residential dock from our property across the right-of-way to the Matanzas River, known locally as Salt Run.
3. We understand that we may still be required to obtain all other required permits, including Conservation Overlay Zone approval, if the City Commission grants us the requested license.
4. We acknowledge and agree that the remainder of this land will continue to be available for future public use.
5. We understand that the City may terminate the license agreement, and we assume that risk.

Sincerely

Scott M. Patrou, Esq.
Ginn & Patrou, P.A.

PROPERTY OWNER

Scott Patrou
(Print Name)

[Signature]
(Signature)

STATE OF FLORIDA
COUNTY OF St. Johns

I HEREBY CERTIFY that on this day, personally appeared before me, by means of ☒ physical presence or ☐ online notarization, Scott Patrou, who is personally known to me or who has produced _____ as identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that he/she executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 22 day of May, 2020.



Sharon L. Maguire
Commission # GG157476
Expires: December 8, 2021
Bonded thru Aaron Notary

[Signature]
Notary Public, State of Florida

APPLICANT OR APPLICANT'S AGENT

Scott Patrou
(Print Name)

[Signature]
(Signature)

STATE OF FLORIDA
COUNTY OF St. Johns

I HEREBY CERTIFY that on this day, personally appeared before me, by means of ☒ physical presence or ☐ online notarization, Scott Patrou, who is personally known to me or who has produced _____ as identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that he/she executed the same for the uses and purposes therein expressed.

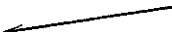
Witness my hand and official seal, this 22 day of May, 2020.



Sharon L. Maguire
Commission # GG157476
Expires: December 8, 2021
Bonded thru Aaron Notary

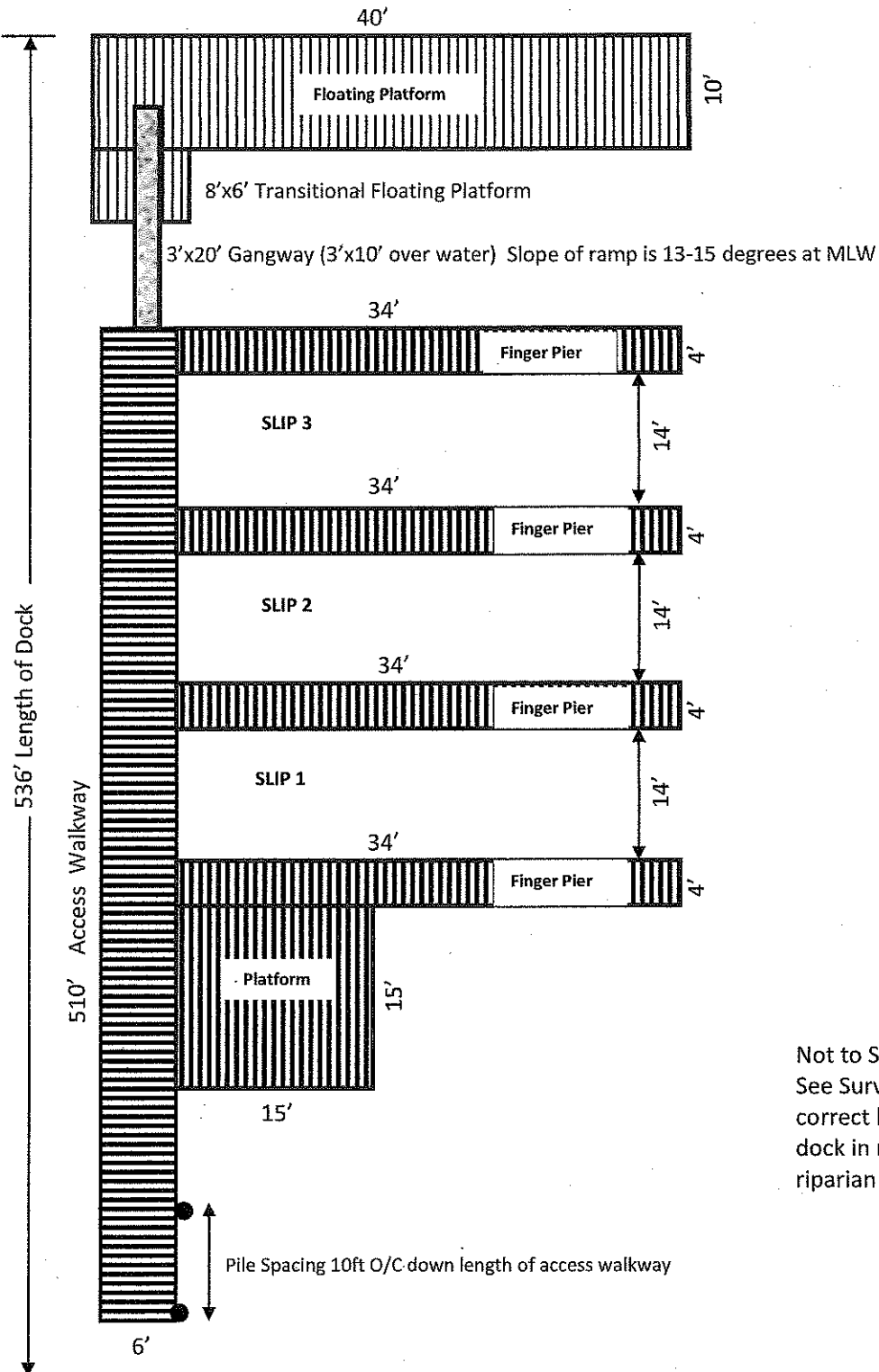
[Signature]
Notary Public, State of Florida

Plan View of Proposed Dock
Salt Run
435 Flagler Blvd
St. Augustine, FL 32080

North


6x510 = 3,060 SF access walkway
 15x15 = 225 SF platform
 (4) 4x34 = 544 SF finger piers
 3x10 = 30 SF gangway (over water)
 8x6 = 48 SF floating platform
 10x40 = 400 SF floating platform
 (3) 14x34 = 1,428 boat slips

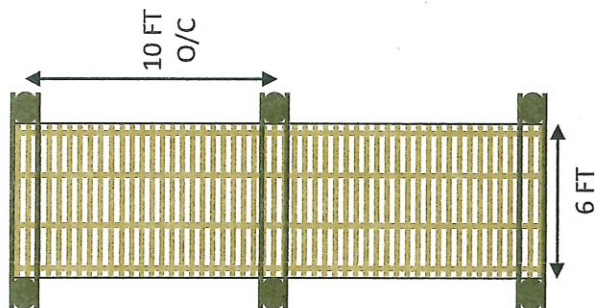
5,735 Total Dock Square Footage



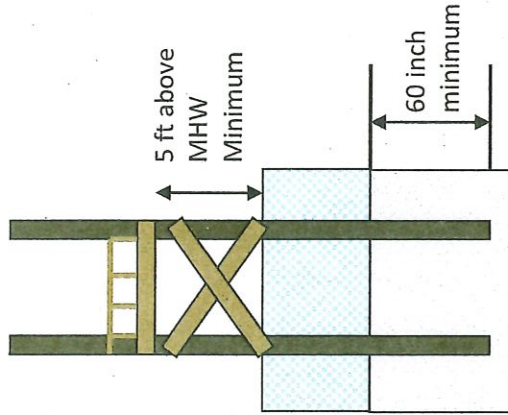
Not to Scale
 See Survey for
 correct location of
 dock in relation to
 riparian lines

**DESIGNED IN ACCORDANCE WITH THE 2017
(6TH EDITION) OF THE FLORIDA BUILDING CODE**

Bird's Eye View



Cross Section View



All lumber No. 2 grade or better. All hardware stainless steel.

Decking: 2" x 6" x 6 ft., .60CCA treated, with (2) 3 in SS screws per stringer. Elevation is a minimum 5 ft. off MHW as defined by wetland permitting

Stringers: 2" x 10" x 20 ft., .60CCA treated, on 24" centers with (3) SS 16p nails on each of the poles and toe nailed at supports or ledgers. Butt joints at poles center positions between poles and between ledgers

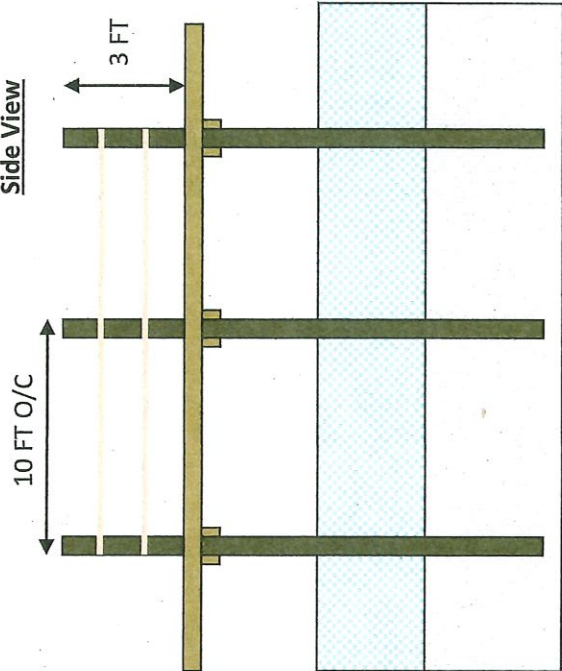
Supports or Ledger board: 2" x 12" x 20 ft., .60CCA treated, with (2) SS 16p nails on each pole and a 1/2" SS thru rod, SS washers and nuts thru each pole

Poles: 8" butt, 2.5CCA treated, on 10 ft. centers for access walkway with minimum of 60" penetration or better depending on soil conditions.

Cross Bracing: 2" x 8", .60CCA treated, with SS lag at each corner

Handrails: 3 ft tall piling post, with 2 rows of 1" polydacron rope installed thru piling with no slack at 12" and 24". Handrail down each side of walkway.

Side View



Drawings provided by:
Miner's Marine Construction
134 Poole Blvd.
St. Augustine, FL 32095
(386)325-0881 ph
(386)866-0001 fax
minersmarineconstruction@gmail.com
Kyle Newton, CBC #1262350



Overview



Legend

- Parcels
- Roads
- Cities

Parcel ID	2184800000	Physical Address	435 FLAGLER BLVD	Building Value	\$90,860	Last 2 Sales			
Property Class	0800 - Multi-Family (Less than 10 Units)	Mailing Address	SAINT AUGUSTINE	Extra Feature Value	\$6,814	Date	Price	Reason	Qual
Taxing District	City of St Augustine	Address	GP SALT RUN LLC			10/30/2019	\$450000	01	Q
Acres	0.24		770 A1A BEACH BLVD	Total Land Value	\$239,400	7/14/2006	\$800000	01	Q
			STED	Just Value	\$337,074				
			SAINT AUGUSTINE FL	Total	N/A				
			32080-0000	Deferred Assessed Value	\$337,074				
				Total	N/A				
				Exemptions					
				Taxable Value	\$337,074				

The St. Johns County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation.

Date created: 11/25/2019
Last Data Uploaded: 11/22/2019 11:17:28 PM

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GEOSPATIAL



Overview



Legend

- Parcels
- Roads
- Cities

Parcel ID	2134101000	Physical Address	ARRICOLA AVE	Building Value	N/A	Last 2 Sales			
Property Class	0900	Address	SAINT AUGUSTINE	Extra Feature Value	N/A	Date	Price	Reason	Qual
Taxing District	City of St Augustine	Mailing Address	DAVIS SHORES OCEAN VIEW SECTION	Total Land Value	N/A	n/a	0	n/a	n/a
Acres	105.57		-	Just Value	N/A	n/a	0	n/a	n/a
				Total Deferred	N/A				
				Assessed Value	N/A				
				Total Exemptions	N/A				
				Taxable Value	N/A				

The St. Johns County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation.

Date created: 6/3/2020
Last Data Uploaded: 6/3/2020 3:09:08 AM

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GEOSPATIAL

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, P.E., City Manager

DATE: June 11, 2020

RE: Request to Name a Public Park (91 Coquina Ave.)

In accordance with Resolution 2016-15 (attached) which outlines the process for the official naming of public parks and city facilities, I hereby submit the following request that the property located at 91 Coquina Avenue be officially named a city park. Per the resolution, following a time for suggestions to be received, a committee representing the Public Works Department, Planning and Building Department and Communications Department will meet to review public input and recommend a name to the City Manager for consideration by the City Commission. In this case, City staff is bringing forth this request to name the park and would like to publicly notice a request for public input.

This property has been informally referred to as *Coquina Park* since its acquisition and development by the City of St. Augustine. Therefore, to properly name the park with input from residents and the public, please accept this as a request to begin the process to officially designate this property as a park to be named through the process previously adopted by the City Commission.

Please place this item on the agenda for the June 22, 2020, City Commission meeting. If you have any questions or need additional information, please let me know. Should this item be accepted by the City Commission, the following timeline will be initiated:

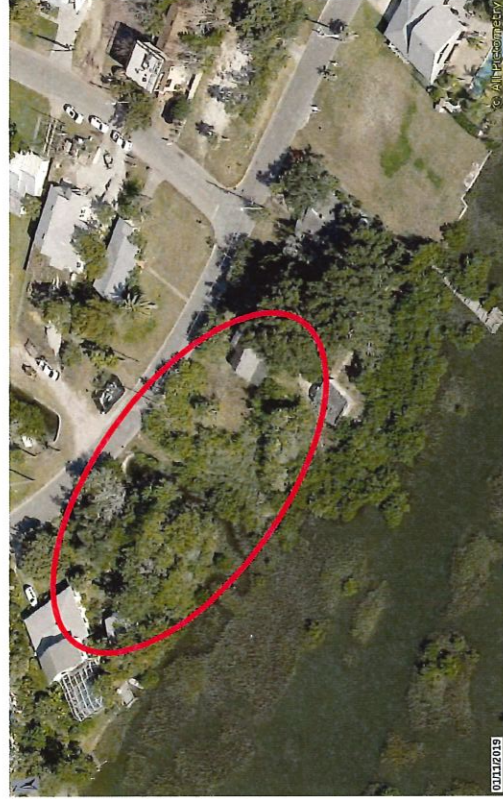
- Friday, June 26 Call for submissions, through Friday, July 10 (two weeks)
- Tuesday, July 14 Committee review of submissions, make selection
- Thursday, July 16 Item placed on agenda for July 27 City Commission meeting
- Monday, July 27 City Commission considers recommendation



Melissa Wissel
Communications Manager

91 Coquina Avenue

Aerial Images





The City of St. Augustine Flood Mitigation Project

Designed as a passive city park, this space provides flood protection and coastal resilience in response to increasing damage resulting from the impacts of seasonal storm surge and nuisance flooding, in addition to the future threat of sea level rise on Coquina Avenue and the neighborhood of South Davis Shores.

The city developed the site to secure the ecosystem of the shoreline and the upland ditch while providing a public green space to be enjoyed by residents and visitors for generations to come.

**Mayor
Vice Mayor
Commissioner
Commissioner
Commissioner
City Manager**

**Tracy Upchurch
Leanna Freeman
Nancy Sikes-Kline
Roxanne Horvath
John Valdes
John Regan**

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, P.E., City Manager

DATE: June 11, 2020

RE: Request to Name a Public Park (Davis Shores Park)

A request to name a public park has been received from Mr. and Mrs. Wolfgang Schau for the property located at the terminus of Alcazar Street in Davis Shores framed by Anastasia, Oglethorpe, and North St. Augustine Boulevards. In 2015, the City accepted a donation of replica Medici Lions from the Schaus in honor of the 450th anniversary of the city's founding. They were placed on this property as a symbolic gateway between the eastern end of the Bridge of Lions and Davis Shores.

The adopted Resolution 2016-15 (attached) outlines the process for the official naming of public parks and city facilities. Per the resolution, following a time for suggestions to be received, a committee representing the Public Works Department, Planning and Building Department and Communications Department will meet to review public input and recommend a name to the City Manager for consideration by the City Commission. In this case, a member of the public is bringing forth a request to name a park and has provided a suggestion.

This property has been informally referred to as *Davis Shores Park* in GIS reference maps and as *Lion's Park* according to the Schau's but the property does not appear on the list of official city parks (see attached). Therefore, on behalf of the Schau's please accept this as a request to begin the process to officially designate this property as a park to be named through the process previously adopted by the City Commission.

Please place this item on the agenda for the June 22, 2020, City Commission meeting. If you have any questions or need additional information, please let me know. Should this item be accepted by the City Commission, the following timeline will be initiated:

- Friday, June 26 Call for submissions, through Friday, July 10 (two weeks)
- Tuesday, July 14 Committee review of submissions, make selection
- Thursday, July 16 Item placed on agenda for July 27 City Commission meeting
- Monday, July 27 City Commission considers recommendation



Melissa Wissel
Communications Manager



Medici Lions

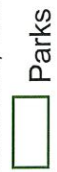
The monumental and graceful lions that guard both sides of the Bridge of Lions are modeled from the historic Medici Lions that once adorned the Villa Medici in Rome and are now displayed in the Loggia dei Lanzi in Florence, Italy. The first pair of lions named "Fiel y Firme" (Faithful and Firm), are situated on the western side of the bridge. They were commissioned in 1924 by Dr. Andrew Anderson II to beautify the bayfront. In 1927, the city celebrated the completion of the bridge to the Anastasia Island, which was later named the Bridge of Lions.

The second pair of lions, situated on the eastern side of the bridge, was donated to the City of St. Augustine by Miki and Wolfgang Schau. When the Schaus sailed to St. Augustine for the first time, they fell in love with the city and decided to call it home in 2012. To show their love and appreciation for the city of St. Augustine, the Schaus generously donated a pair of granite lions for the 450th Anniversary of St. Augustine's founding. The lions were unveiled to the community on July 2, 2015 and have been named "Pax and Peli" (Peace and Happiness). They preside in this park as a legacy of Miki and Wolfgang Schau's love and kindness to each other and to the City of St. Augustine.

Park



5/28/2020, 10:32:41 AM



1:1,128

0 0.01 0.03 0.05 mi

0 0.01 0.03 0.05 km

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

CITY OF ST. AUGUSTINE

MEMORANDUM

To: Jenny Wolfe, Historic Preservation & Special Projects Planner
Martha Graham, Public Works Director

cc: David Birchim, Planning and Building Director
Isabelle Lopez, City Attorney
Tim Burchfield, Assistant City Manager
Darlene Galambos, City Clerk

Date: June 7, 2016

Re: Naming of a public park

As per the recently passed Resolution 2016-15 (attached) pertaining to a process for naming of public parks, this office will issue a "call for suggestions" this coming Friday (June 10) the next couple of days for the naming of the public space at the southeast corner of the intersection of Ponce de Leon Blvd. and King St.

As per the resolution, following a time for suggestions to be received, a committee representing the Public Works Department (Martha Graham), Planning and Building Department (Jenny Wolfe) and Public Affairs Department (myself) will meet, select a name to recommend to the City Manager for consideration by the City Commission.

The schedule for this process for this specific space is:

- Friday, June 10-27: call for submissions allowing two weeks
- Tuesday, June 28 committee meets to review submissions and make selection
- Thursday, June 30 item placed on City Commission agenda
- Monday, July 11 City Commission considers recommendation

As the meeting of the committee will be publicly noticed and open to the public, I wish to secure your commitment to being able to meet on Tuesday, June 28 at 11:00am (location to be determined) to review and select a submission for recommendation.

Additionally, I will appreciate any comment you have regarding the public notice/call for suggestions as well (next page).

Thank you for your help on the inaugural run of this new process.

Paul K. Williamson
Public Affairs Director

Call for suggestions for public space name

The City of St. Augustine is soliciting suggestions for the naming of a public space located at the southeast corner of the intersection of Ponce de Leon Blvd (U.S. 1) and King Street.

Suggestions for the park's name will be collected through June 27, after which a staff committee will review the suggestions and make a recommendation to the City Manager for consideration by the City Commission tentatively scheduled for its July 11 meeting.

Suggestions should consider neighborhood or geographical identification, natural or geological features, a place or event of historical or cultural significance, the articulated preference of residents of the neighborhood surrounding the space, or a deceased person or persons who has made significant and outstanding contributions of public service to the community.

Submissions should include a brief supportive statement as to why the suggested name would be appropriate, and contact information of the person making the suggestion.

To be considered, suggestions must be submitted no later than Monday, June 27, by mail to The Public Affairs Department, City of St. Augustine, P. O. Box 210, St. Augustine, FL 32085; by fax to 904.825-1096; or by email to info@citystaug.com.

RESOLUTION NO. 2016-15

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY
OF ST. AUGUSTINE, FLORIDA, ESTABLISHING A
PROCESS FOR THE NAMING OF PUBLIC PARKS.**

WHEREAS, it is the desire of the City Commission to ensure that City parks and other City facilities are easily identified and located by designating such areas with names that are consistent with the character of the City;

WHEREAS, the naming of City parks and other facilities offers opportunities to recognize persons, events and entities significant in the long history of St. Augustine; and

WHEREAS, the Commission wishes to encourage public participation in the naming, renaming and dedication of City parks and other facilities while also encouraging the dedication of such entities for the public good;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA, that

SECTION 1: Upon determination by the Commission that a City park or other facility should be named or renamed, the City shall solicit suggestions for names from the community, including individuals, organizations and other governmental entities, to be submitted in writing to the City Manager for consideration by the Commission.

SECTION 2: In reviewing names for the City park or other facility, considerations should include:

- Neighborhood or geographical identification;
- Natural or geological features;
- A place or event of historical or cultural significance;
- The articulated preference of residents of the neighborhood surrounding the City park or facility;
- A deceased person or persons who has made significant and outstanding contributions of public service to the community.

SECTION 3: Following a set deadline for the submission of suggested names for the City park or facility, the City Manager will present the suggestions to the City Commission for consideration and adoption.

ADOPTED in Regular Session of the City Commission of the City of St.

Augustine, Florida, this ____ day of _____, A.D. 2016.

Nancy Shaver, Mayor

ATTEST:

Darlene Galambos
City Clerk

Parks

All citywide parks are inspected regularly and maintained twice weekly by city staff. The City of St. Augustine has agreements with St. Johns County for staffing and maintenance at some sites. Reservations are not taken and all park sites are occupied on a first come, first serve basis. [View the city parks.](#)



Davenport Park

Located at the corner of San Carlos and San Marco Avenue, the park has a restored antique carousel which operates seven days a week.



Dr. Robert B. Hayling Freedom Park

Named in honor of a leader of the Civil Rights Movement in St. Augustine in the early 1960s, this nearly nine acre park has a panoramic view of the San Sebastian and Matanzas Rivers.



The Eddie Vickers Park & Willie Galimore Recreation Center

Located at 399 S Riberia Street, the Eddie Vickers Park has a basketball court, baseball diamond and picnic area.



Hamilton Upchurch Neighborhood Park

Located on Red Cox Dr. and Anastasia Boulevard, this park has a picnic area, fitness trail, playground equipment, nature overlook and a beginner inline and skateboarding area.



Joe Pomar, Jr. Park

Pomar Park has a baseball diamond, football field, soccer field, dog park, and kayak launch. This is the only park in the city limits with a dog park and a kayak launch.



Lighthouse Park & J. Edward "Red" Cox Recreation Facility

Lighthouse Park is located adjacent to Salt Run with the St. Augustine Lighthouse standing as the landmark for the area.



Nelmar Terrace Park

Thanks in part to many individuals and groups in the neighborhood, a previous city right-of-way which ends at Hospital Creek is now a pocket park with a scenic vista for the Nelmar Terrace neighborhood.



Project SWING

Located at Francis Field, immediately across from the Historic Downtown Parking Facility, St. Augustine's Wish for Its Next Generation (SWING) was a community project built in 1997.



Twine Park

Dedicated in honor of Henry and Kat Twine, the passive park is located at the corner of Riberia and Lovett streets. The park offers benches and shade for the Lincolnville neighborhood.



Zora Neale Hurston Memorial Park

The St. Augustine City Commission chose Zora Neale Hurston to be the most recent local historic figure to be memorialized with the naming of this park.

NOTICE OF CUSTODIAN OF PUBLIC RECORDS: The City of St. Augustine has designated the City Clerk, Darlene Galambos, its Custodian of Public Records pursuant to Chapter 119, Florida Statutes. Anyone wishing to inspect or copy public records consistent with Florida law should contact the Custodian of Public Records at:

City of St. Augustine
Custodian of Public Records
Darlene Galambos, City Clerk
75 King Street
PO Box 210
St. Augustine, FL 32085
Phone: (904) 825-1007

Send Email: recordsrequest@citystaug.com

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.