



## **CITY OF MIAMI SPRINGS, FLORIDA**

**Mayor Billy Bain**

**Vice Mayor George Lob**  
**Councilwoman Maria Puente Mitchell**

**Councilman Bob Best**  
**Councilman Jaime Petralanda**

***Decorum:** "Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the City Council, shall be barred from further audience before the City Council by the Mayor, unless permission to continue or again address the City Council is granted by the majority vote of the City Council members present. In accordance with the foregoing, the City Council has determined that racial or ethnic slurs, personal attacks and comments unrelated to City matters or issues constitute prohibited comments from the podium."*

### **CITY COUNCIL REGULAR MEETING AGENDA**

**Monday, August 10, 2020 – 6:00 p.m.**

**Virtual Council Meeting**

(see p. 3-4 for instructions on how to access the meeting)

- 1. Call to Order/Roll Call**
- 2. Invocation:** Councilman Jaime Petralanda  
**Salute to the Flag:** Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business**
- 4. Awards & Presentations: None.**
- 5. Open Forum:** Due to COVID-19 requirements, persons wishing to speak on items of general City business, may do so virtually by following the instructions on p.3-4. This portion of the meeting also includes any pre-screened video submittals. *The purpose of Open Forum is to encourage residents and members of the public to address their concerns and make comments on any item. The City Council will not enter into a dialogue at this time. City staff will gladly address any question, issue, and/or comment after the meeting. The Mayor is the presiding officer of all Council meetings and shall conduct the meetings accordingly.*
- 6. Approval of Council Minutes:**
  - A) June 22, 2020 – Regular Meeting
  - B) June 29, 2020 – Special Meeting
  - C) July 23, 2020 – Special Meeting
- 7. Reports from Boards & Commissions: None.**
- 8. Public Hearings: None.**
- 9. Consent Agenda: (Funded and/or Budgeted):**
  - A) Recommendation by the Police Department that Council waive the competitive bid process and approve an expenditure to Westward Partners LLC, in the amount of \$20,280.00, for building rental as these funds qualify for expenditure from the Police Law Enforcement Trust Fund,

pursuant to Section §31.11 (E)(6)(g) of the City Code and pursuant to the contract renewal option provided by the City's existing contract/contract vendor for an additional twelve-month period

B) Recommendation by the Police Department that Council approve an expenditure to Loxia Technologies, as a sole source provider, in the amount of \$5,874.50, for a customized backup system and related software license needed to backup police dispatch records stored at the data center shared with Medley Police Department, pursuant to Section §31.11 (E)(6)(c) of the City Code

C) Recommendation by Elderly Services that Council approve an expenditure in an amount not to exceed \$120,220.39, to JC White Architectural Interior Products, utilizing three (3) piggyback contracts for certain product types as follows: State of Florida Contract GSA price list # 425-001-12-1 (for Spec products), State of Florida – Haworth Contract # 5612000-19-ACS (for Haworth products), the Omnia Partners (National IPA and US Communities Co-ops) Per region 4 ESC contract #R142213 (for Carolina and OFS products) for purchasing furniture/desks/chairs/tables to furnish the new Senior Center Facility as funds were budgeted in the FY 19/20 Senior Center Construction Budget

#### **10. Old Business:**

A) Discussion on honoring former Councilman Jim Caudle

#### **11. New Business:**

A) Resolution – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving A Federally-Funded Subaward And Grant Agreement With The Florida Department Of Emergency Management For The Reimbursement Of Expenses Incurred Due To The Novel Coronavirus Disease 2019 (Covid-19); Providing For Authorization; And Providing For An Effective Date

B) Resolution – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Expressing Opposition To A Proposed County Ordinance Relating To Permit Fees And Other Requirements For Work On County Right-Of-Way; Providing For Transmittal; And Providing For An Effective Date

C) Resolution – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving An Interlocal Agreement With Miami-Dade County To Allow The City, Pursuant To Section 8cc-11 Of The Miami-Dade County Code Of Ordinances, To Enforce Various Provisions Of The County Code And Issue Civil Violation Notices; Providing For Authorization; And Providing For An Effective Date

D) Resolution – A Resolution of the Mayor and City Council of the City of Miami Springs, Florida, Approving A Federally-Funded Sub-award and Grant Agreement with Miami-Dade County for the Reimbursement of Expenses Incurred Due to the Novel Coronavirus Disease 2019 (COVID-19) Pursuant To The Coronavirus Aid, Relief, and Economic Security (CARES) Act; Providing for Authorization; and Providing for an Effective Date

E) Recommendation by City Manager that Council award City RFP # 02-19/20 to Debris Tech, LLC, and authorize the execution of a three year agreement (Attachment "A"), with the option to extend the contract for an additional two, one-year terms, for Emergency Disaster Debris Monitoring Services

- F) Request by HRS Management (Hole 19) rent deferment
- G) Discussion on restaurant temporary permit for outdoor dining

**12. Other Business: None.**

**13. Reports & Recommendations:**

- A) City Attorney
- B) City Manager
- C) City Council

**14. Adjourn**



## CITY OF MIAMI SPRINGS VIRTUAL PUBLIC MEETING NOTICE

The City of Miami Springs will hold a **virtual** Council meeting on:  
**Monday, August 10, 2020 at 6:00 p.m.**

The meeting agenda is available online at:  
<https://www.miamisprings-fl.gov/meetings>

Elected officials and City staff will participate through video conference.

Members of the public may watch or call in to the virtual public meeting live by following these instructions:

### WATCH THE VIRTUAL PUBLIC MEETING

- **Comcast/Xfinity:** Channel 77 (Meeting will not be live broadcast)
- **YouTube: LIVE** <https://www.youtube.com/channel/UC2at9KNngUxZRSw1UkhdHLQ/featured>
- **From your computer/mobile device: LIVE** <https://www.miamisprings-fl.gov/meetings>

### CALL IN TO THE VIRTUAL PUBLIC MEETING

Dial 305-805-5151 then input the Meeting ID: 863-9512-4146, followed by #.  
There is no participant ID. Press # again.

Any person requiring special accommodations to access this proceeding is asked to advise the City at least 2 days before the proceeding by contacting the City Clerk at [cityclerk@miamisprings-fl.gov](mailto:cityclerk@miamisprings-fl.gov)

### PUBLIC COMMENTS WILL BE ACCEPTED BY THE FOLLOWING MEANS:

**EMAILED COMMENTS:** Members of the public may email their public comments to the City in advance of the meeting. Please email the City at [cityclerk@miamisprings-fl.gov](mailto:cityclerk@miamisprings-fl.gov) by 12:00 p.m. on the day of the meeting with the subject line "PUBLIC COMMENT" and the following information in the body of the email: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization. Please limit your comments to no more than 350 words. Public comments received via email may be read into the record during the public comment portion of the agenda, if any.

**LIVE REMOTE & TELEPHONE COMMENTS:** *If there is a public comment portion of the agenda or the City Council opens a matter for public comment, live remote public comments will be accepted as follows:*

**By telephone:** To ask to speak during the meeting, please press \*9 from your telephone. You will be called on to speak during public comments and identified by the last 4-digits of your telephone number.

During the virtual meeting, when your name or last 4-digits of your telephone number is called, you will be unmuted and you may deliver your comments.

Please be sure to be in a quiet area to avoid unnecessary noise. Please provide the following information before delivering your comments: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization.

A time limit may be imposed for each speaker during public comment.

Your cooperation is appreciated in observing the time limit.

**Decorum:** Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the City Council, shall be barred from further audience before the City Council by the Mayor, unless permission to continue or again address the City Council is granted by the majority vote of the City Council members present. In accordance with the foregoing, the City Council has determined that racial or ethnic slurs, personal attacks and comments unrelated to City matters or issues constitute prohibited comments when addressing the Council during public comments.



### **PUBLIC RECORDS**

The meeting will be recorded for later viewing and is a public record. The virtual chat, if any, will be saved and is a public record. Minutes of the meeting will be taken and will be made available.

### **NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES**

**IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND 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.**

### **AMERICANS WITH DISABILITIES ACT**

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this proceeding is asked to advise the City at least 2 days before the proceeding by contacting the City Clerk's Office at 305-805-5006.

### **LOBBYING ACTIVITIES**

In accordance with Section 33-01 of the City Code, adopting Section 2-11.1(s) of the Miami-Dade County Code, any person engaging in lobbying activities, as defined therein, must register at the City Clerk's Office before addressing the City Council on the agenda items or engaging in lobbying activities. Specifically, all persons, firms or corporations employed or retained by a principal who seeks to encourage the passage, defeat, or modifications of (1) ordinance, resolution, action or decision of the City Council; (2) any action, decision, recommendation of any City Board or Committee; or (3) any action, decision or recommendation of City personnel during the time period of the entire decision-making process on such action, decision or recommendation which will be heard or reviewed by the City Council, or a City Board or Committee shall register with the City before engaging in any lobbying activities on forms prepared for this purpose and shall state under oath his or her name, business address, the name and business address of each person or entity which has employed said registrant to lobby, and the specific issue on which he or she has been employed to lobby. A copy of the lobbyist registration form is available from the Office of the City Clerk and online at: <https://www.miamisprings-fl.gov/cityclerk/lobbyist-registration-form-0>.

**Have questions or need additional information?**

**Write:** [cityclerk@miamisprings-fl.gov](mailto:cityclerk@miamisprings-fl.gov)

**Call:** 305-805-5006

**Mail:** 201 Westward Drive, Miami Springs, FL 33166



## **City of Miami Springs, Florida**

City Council Meeting

Regular Meeting Minutes

Monday, June 22, 2020 6:00 p.m.

Virtual Council Meeting using Communications Media Technology Pursuant to  
Governor's Executive Order 20-69

- 1. Call to Order/Roll Call:** The meeting was called to order by the Mayor at 6:05 p.m.

Present were the following:

Mayor Billy Bain

Vice Mayor George V. Lob

Councilman Bob Best

Councilwoman Maria Mitchell

Councilman Jaime A. Petralanda

City Manager/Finance Director William Alonso

Assistant City Manager Tammy Romero

City Clerk Erika Gonzalez-Santamaria

City Attorney Haydee Sera

Recreation Director Omar Luna

Public Works Director Tom Nash

Golf Director Paul O'Dell

- 2. Invocation:** Led by Councilman Bob Best  
**Salute to the Flag:** Audience led the Pledge of Allegiance and Salute to the Flag.
- 3. Agenda / Order of Business: None at this time.**
- 4. Awards & Presentations: None at this time.**
- 5. Open Forum: The following members of the public addressed the City Council:** There were no speakers at this time.
- 6. Approval of Council Minutes:**

A) June 8, 2020 – Regular Meeting

B) June 10, 2020 – Special Meeting

**Councilwoman Mitchell requested that an extra line in the Special Meeting minutes on June 10<sup>th</sup> be added as to making reference that the vendor agreed to the contract change allowing for cancellation of the fireworks contract in the event that Miami-Dade County imposes an restrictions or curfews for the July 4<sup>th</sup> festivities.**

**Councilman Best moved to approve the minutes of Regular meeting of June 8, 2020 and the amended Special meeting of June 10, 2020. Councilman Petralanda seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Lob, Councilman Best, Councilwoman Mitchell, Councilman Petralanda, and Mayor Bain voting Yes.**

**7. Reports from Boards & Commissions: None at this time.**

**8. Public Hearings: None at this time.**

**9. Consent Agenda: (Funded and/or Budgeted):**

A) Recommendation by Recreation that Council approve an expenditure on an "as needed basis" in the amount of \$15,890.76, to Supreme Chemical, the lowest responsible quote after obtaining three written quotes (attached), for pool chemicals as funds were budgeted in the FY19/20 Budget pursuant to Section §31.11 (C)(2) of the City Code

B) Recommendation by Elderly Services that Council approve an expenditure in an amount not to exceed \$26,423.98, to The Fitness Solution, Inc., via waiver of competitive bid after obtaining three written quotes (attached), for Fitness Equipment for the Senior Center as funds were budgeted in the FY 19/20 Senior Center Construction Budget pursuant to Section §31.11 (E)(6)(g) of the City Code

**Assistant City Manager Tammy Romero read the Consent Agenda Items for the record.**

**Councilwoman Mitchell pulled Item B for further discussion.**

**Vice Mayor Lob moved to approve Consent Agenda Item A. Councilwoman Mitchell seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Lob, Councilman Best, Councilwoman Mitchell, Councilman Petralanda, and Mayor Bain voting Yes.**

**Councilwoman Mitchell inquired on the type of fitness equipment being purchased. After some discussion, Councilwoman Mitchell moved to approve Consent Agenda Item B. Councilman Best seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Lob, Councilman Best, Councilwoman Mitchell, Councilman Petralanda, and Mayor Bain voting Yes.**

**10. Old Business:**

A) Fourth of July Guidelines

**City Manager William Alonso read the staff report for the record. He detailed the guidelines for the upcoming Fourth of July fireworks. He stated that residents will be encouraged to watch from their homes, spectators will be allowed as long as**

**social distancing and masks are used, no tents/tailgating, barricades will indicate the viewing area, parking limitations will be imposed, and he stated that the fireworks will be live broadcast through live feeds on Instagram, Facebook, YouTube, etc.**

**There was no further action taken on this item.**

**11. New Business:**

A) Resolution – A Resolution Of The City Council Of The City Of Miami Springs, Florida, Establishing Rates For Collection Of Garbage, Trash And Recycling For Residential And Commercial Customers; Providing For Implementation; And Providing For An Effective Date

**City Manager William Alonso read the Resolution by title.**

**Councilman Best moved to approve the Resolution as read. Councilwoman Mitchell seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Lob, Councilman Best, Councilwoman Mitchell, Councilman Petralanda, and Mayor Bain voting Yes.**

B) Discussion on honoring former Councilman Jim Caudle

**City Manager William Alonso read the staff memo for the record. He suggested several ideas such as street naming, naming the gym at the Community Center, or naming a section of the Golf Course.**

**Judith Caudle and Chris Caudle provided an oral presentation to the City Council.**

**After some discussion, the City Council all agreed to discuss the item at the first Council meeting in August. It was also agreed to have each member of Council bring forward their idea on how to commemorate former Councilman Jim Caudle for a final action on the item.**

**12. Other Business:**

A) Request by Councilman Jaime Petralanda on the July 4th Car Show

**After brief discussion, Councilwoman Mitchell moved to approve the Car Show for July 3rd. Vice Mayor Lob seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Lob, Councilman Best, Councilwoman Mitchell, Councilman Petralanda, and Mayor Bain voting Yes.**

B) Request by Mayor Bain to discuss the official City social media and website page

**Mayor Bain stated that lately there has been a lot of misinformation and confusion in relation to the official City website and other websites that bear the Miami Springs name, he stated that the official website is the .gov site (www.miamisprings-fl.gov). He wanted to make it very clear that the statements provided in one particular website is not the official City website and does not reflect the opinion of the City or City Council. Further discussion ensued. No further action was taken on this item.**

**13. Reports & Recommendations:**

A) City Attorney

City Attorney Haydee Sera had no report at this time.

B) City Manager

City Manager William Alonso had no report at this time.

C) City Council

Councilman Best had no report at this time.

Councilwoman Mitchell had no report at this time.

Councilman Petralanda had no report at this time.

Vice Mayor Lob had no report at this time

Mayor Bain had no report at this time.

**14. Adjourn**

There being no further business to be discussed the meeting was adjourned at 6:57 p.m.

*Respectfully submitted:*

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*Erika Gonzalez-Santamaria, MMC  
City Clerk*

*Adopted by the City Council on  
This 10th day of August, 2020.*

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*Billy Bain, Mayor*

PURSUANT TO FLORIDA STATUTES 286.0105, THE CITY HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE CITY FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



**City of Miami Springs, Florida**

City Special Council Meeting  
Special Meeting Minutes

Monday, June 29, 2020 6:00 p.m.

Virtual Council Meeting using Communications Media Technology Pursuant to  
Governor's Executive Order 20-69

1. **Call to Order/Roll Call:** The meeting was called to order by the Mayor at 6:01 p.m.

Present were the following:

Mayor Billy Bain

Vice Mayor George V. Lob

Councilman Bob Best

Councilwoman Maria Mitchell

Councilman Jaime A. Petralanda

City Manager/Finance Director William Alonso

City Clerk Erika Gonzalez-Santamaria

City Attorney Haydee Sera

Recreation Director Omar Luna

2. **Salute to the Flag:** Audience led the Pledge of Allegiance and Salute to the Flag.

3. **Public Comments:** There were no speakers at this time.

4. **Re-evaluation of Fourth of July Fireworks**

**City Manager William Alonso provided an update from the last meeting on this item. He stated that the City does not have enough manpower to manage possible crowds or gatherings during the event. He stated that after extensive discussions with staff, he is recommending that the Council postpone the event to a later date for another holiday. Several cities have canceled thus far. He recommends the same for the City.**

**Councilwoman Mitchell made a motion to postpone the Fourth of July fireworks and have the fireworks at later date/holiday/event. Councilman Best seconded the motion, which carried 3-2 on roll call vote. The vote was as follows: Councilman Best, Councilwoman Mitchell, Councilman Petralanda, voting Yes; Mayor Bain and Vice Mayor Lob voting No.**

**5. Adjourn**

There being no further business to be discussed the meeting was adjourned at 6:20 p.m.

*Respectfully submitted:*

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*Erika Gonzalez-Santamaria, MMC  
City Clerk*

*Adopted by the City Council on  
This 10th day of August, 2020.*

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*Billy Bain, Mayor*

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**City of Miami Springs, Florida**

Special Council Meeting

Special Meeting Minutes

Thursday, July 23, 2020 5:01 p.m.

Virtual Council Meeting using Communications Media Technology Pursuant to  
Governor's Executive Order 20-69

1. **Call to Order/Roll Call:** The meeting was called to order by the Mayor at 5:01 p.m.

Present were the following:

Mayor Billy Bain

Vice Mayor George V. Lob

Councilman Bob Best

Councilwoman Maria Puente Mitchell

Councilman Jaime A. Petralanda

City Manager/Finance Director William Alonso

City Clerk Erika Gonzalez-Santamaria

City Attorney Haydee Sera

Assistant City Manager Tammy Romero

2. **Invocation:** Offered by Offered by Mayor Billy Bain

3. **Pledge of Allegiance/Salute to the Flag:** The audience participated

4. **Public Comment:** The following members of the public addressed the City Council: Nicholas (\*345), No name (\*763), No name (\*790), No name (\*793)

5. **New Business:**

**A) Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Declaring, As Required By Section 200.065, Florida Statutes, The City's Proposed Millage Rate, Rolled-Back Rate Computed Pursuant To Section 200.065(1), Florida Statutes, And The Date, Time And Place At Which The First And Second Public Budget Hearings Will Be Held To Consider The Proposed Millage Rate And The Tentative Budget For Fiscal Year 2020-2021; Directing The City Clerk And City Manager To File This Resolution With The Miami-Dade County Property Appraiser; Authorizing The City Manager To Change Budget Hearing Dates If Needed; And Providing For An Effective Date

**City Manager Alonso read the Resolution by title. He read the staff memo for the record.**

**After some brief discussion, Councilman Best moved to approve the Resolution as read with the millage cap at 7.5228 mills. Vice Mayor Lob seconded the motion,**

which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Lob, Councilman Best, Councilwoman Mitchell, Councilman Petralanda, and Mayor Bain voting Yes.

**4. Adjourn**

There being no further business to be discussed the meeting was adjourned at 5:45 p.m.

*Respectfully submitted:*

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*Erika Gonzalez-Santamaria, MMC  
City Clerk*

*Adopted by the City Council on  
This 10th day of August, 2020.*

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*Billy Bain, Mayor*

PURSUANT TO FLORIDA STATUTES 286.0105, THE CITY HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE CITY FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



# AGENDA MEMORANDUM

**Meeting Date:** August 10, 2020

**To:** The Honorable Mayor Billy Bain and Members of the City Council

**Via:** William Alonso, City Manager/Finance Director

**From:** Armando Guzman, Chief of Police *Armando Guzman 6/30/2020*

**Subject:** Community Policing Office Lease Extension

**Recommendation:** Recommendation by the Police Department that Council waive the competitive bid process and approve an expenditure to Westward Partners LLC, in the amount of \$20,280.00, for building rental as these funds qualify for expenditure from the Police Law Enforcement Trust Fund, pursuant to Section §31.11 (E)(6)(g) of the City Code and pursuant to the contract renewal option provided by the City's existing contract/contract vendor for an additional twelve-month period.

**Discussion/Analysis:** Extension of original lease, from 10/01/20 to 09/30/21, for rent of \$1,690.00 per month, for space at 274 Westward Drive that includes approximately 1,016 square feet of office space and approximately 163 square feet of additional storage space, to provide effective community policing, which has a positive impact on reducing neighborhood crime, helping to reduce fear of crime and enhancing the quality of life in the community. It accomplishes these things by combining the efforts and resources of the police, local government and community members. The substation is a neutral location away from the main police station that enables the Miami Springs Police Department to effectively serve the needs of the community. See attached letter dated June 19, 2020 from Managing Partner, Charles R. DeLongchamp, Jr.

This expenditure and the program that it will fund will comply with the provisions of Florida State Statute 932.7055(5)(a).

**Submission Date and Time:** 6/30/2020 9:47 AM

<p><b><u>Submitted by:</u></b></p> <p>Department: <u>Police Department</u></p> <p>Prepared by: <u>Leah Cates <i>lc</i></u></p> <p>Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><b><u>Approved by (sign as applicable):</u></b></p> <p>Dept. Head: <u><i>Armando Guzman 6/30/2020</i></u></p> <p>Procurement: _____</p> <p>Asst. City Mgr.: _____</p> <p>City Manager: _____</p>	<p><b><u>Funding:</u></b></p> <p>Dept./ Desc.: <u>Law Enforcement Trust Funds-Buildings</u></p> <p>Account No.: <u>650-2011-521.44-01</u></p> <p>Additional Funding: <u>N/A</u></p> <p>Amount previously approved: \$ <u>20,280.00</u> (FY19/20)</p> <p>Current request: \$ <u>20,280.00</u></p> <p>Total vendor amount: \$ <u>20,280.00</u></p>
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June 19, 2020

Chief Armando Guzman  
City of Miami Springs Police  
201 Westward Dr.  
Miami Springs, FL 33166

RE: Lease 274 Westward Drive

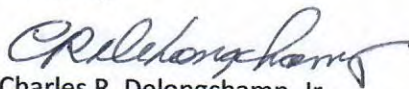
Dear Chief Guzman:

I am pleased to offer you a one-year extension of the lease between the City of Miami Springs (Tenant) and the Westward Partners LLC (landlord) dated September 26, 2019. The term of this extension will be from October 1, 2020 to September 30, 2021. The monthly base rent will continue to be \$1,690.00. All other terms and conditions of the original will remain the same. The monthly base rent does not include utility costs for electric, trash, or water/sewer charges.

As a point of information, the retail space adjacent to the CPO (Pets Kingdom, 270 Westward) could be available to the Police Department or another entity of the City. The tenant has elected not to renew their lease and is currently on a month to month basis. The space is 2,400 sq. ft. (30 X 80) and would be offered at similar terms per sq. ft. as with the CPO. If the Department is not interested, kindly let the city manager know in case the City might have a need.

Please indicate your acceptance of the renewal terms by signing below.

Sincerely,



Charles R. DeLongchamp, Jr.  
Managing Partner  
Westward Partners LLC

Accepted: \_\_\_\_\_

Armando Guzman  
Chief of Police  
City of Miami Springs





# AGENDA MEMORANDUM

**Meeting Date:** August 10, 2020

**To:** The Honorable Mayor Billy Bain and Members of the City Council

**Via:** William Alonso, City Manager/Finance Director

**From:** Armando Guzman, Chief of Police *Armando Guzman 7/28/2020*

**Subject:** FY 19/20 Back up Device/Server and Licensing for Police Software

**Recommendation:** Recommendation by the Police Department that Council approve an expenditure to Loxia Technologies, as a sole source provider, in the amount of \$5,874.50, for a customized backup system and related software license needed to backup police dispatch records stored at the data center shared with Medley Police Department, pursuant to Section §31.11 (E)(6)(c) of the City Code.

**Discussion/Analysis:** The purchase of new police IT backup data center system (servers, software & licensing) to coordinate with Central Square for implementation of the new backup system to maintain a secondary copy of all data. See attached invoice dated 5/12/20 for the required hardware server/backup device, software, and licensing for the Datacenter.

**Submission Date and Time:** 7/28/2020 11:42 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
<b>Department:</b> <u>Police Department</u> <b>Prepared by:</b> <u>Leah Cates <i>LC</i></u> <b>Attachments:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <b>Budgeted/Funded</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Dept. Head:</b> <i>Armando Guzman 7/28/20</i> <b>Procurement:</b> _____ <b>Asst. City Mgr.:</b> _____ <b>City Manager:</b> _____	<b>Dept./ Desc.:</b> <u>Police Machinery &amp; Equipment</u> <b>Account No.:</b> <u>001-2001-521.64-00</u> <b>Additional Funding:</b> <u>N/A</u> <b>Amount previously approved:</b> \$ <u>N/A</u> <b>Current request:</b> \$ <u>5,874.50</u> <b>Total vendor amount:</b> \$ <u>5,874.50</u>



3082 N Commerce Parkway  
Miramar, FL 33025

# Invoice

Date	Invoice
5/12/2020	49213

Bill To
Miami Springs PD 201 Westward Dr. Miami Springs, FL 33166-5259

Ship To
Miami Springs PD 201 Westward Dr. Miami Springs, FL 33166-5259

Rep	Ticket Number	Please Pay by	Terms	Ship	Via	P.O. Number
		5/12/2020	Due on receipt	5/12/2020		
Quantity	Item Code	Description		Price Each	Serviced	Amount
0.5	MISCMTRL	Supermicro Backup Appliance 8X6TB		8,749.00		4,374.50
0.5	MISCMTRL	Veam Software License 1Yr		3,000.00		1,500.00
Remit to New Address Above				<b>Subtotal</b>		\$5,874.50
				<b>Sales Tax (0.0%)</b>		\$0.00
				<b>Total</b>		\$5,874.50
				<b>Payments/Credits</b>		\$0.00
				<b>Balance Due</b>		\$5,874.50

Phone	Fax	e-mail
305.428.2190	305.407.9646	sales@loxiatech.com

Unless otherwise specified, payment terms are COD. Loxia, at its discretion, may require reasonable advance assurances of payment through irrevocable bank letters of credit or otherwise. **All unpaid invoices shall bear interest at an amount equal to 1-1/2% of the outstanding balance per month with a minimum of \$15.** Buyers failure to make timely payment may result in such action as commencement of proceedings for collection, revocation of credit, stoppage of shipment, delay or cessation of future deliveries. Notwithstanding any "net" payment provisions specified on the invoice, Loxia shall have no continuing obligation to deliver Products on credit, and any credit approval may be withdrawn by Loxia at any time and without prior notice.



# AGENDA MEMORANDUM

**Meeting Date:** 8/10/2020

**To:** The Honorable Mayor Billy Bain and Members of the City Council

**Via:** William Alonso, City Manager/Fin. Director

**From:** Tammy Key, Senior Center Manager

**Subject:** Miami Springs Senior Center – Furniture for New Facility

**RECOMMENDATION:** Recommendation by Elderly Services that Council approve an expenditure in an amount not to exceed \$120,220.39, to JC White Architectural Interior Products, utilizing three (3) piggyback contracts for certain product types as follows: State of Florida Contract GSA price list # 425-001-12-1 (for Spec products), State of Florida – Haworth Contract # 5612000-19-ACS (for Haworth products), the Omnia Partners (National IPA and US Communities Co-ops) Per region 4 ESC contract #R142213 (for Carolina and OFS products) for purchasing furniture/desks/chairs/tables to furnish the new Senior Center Facility as funds were budgeted in the FY 19/20 Senior Center Construction Budget.

**DISCUSSION:** Furnishings for the Miami Springs Adult Community Center were selected during the design phase of this project with the guidance of Lifespan Design Studio to fit the needs of seniors.

The items selected include furnishing for the dining area, lobby/lounge, Multi-purpose rooms (including the art room, fitness room, and multi-use classroom), personal rooms and offices. Furniture was chosen carefully with functionality for older adults and durability in mind.

**FISCAL IMPACT:** None as funds are budgeted within the Senior Center construction

**Submission Date and Time:** 8/5/2020 2:20 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
<b>Department:</b> <u>Elderly Services</u> <b>Prepared by:</b> <u>Tammy Key</u> <b>Attachments:</b> x Yes    No <b>Budgeted/ Funded:</b> x Yes    No	<b>Dept. Head:</b> _____ <b>Procurement:</b> _____ <b>Asst. City Mgr.:</b> _____ <b>City Manager:</b> _____	<b>Dept./ Desc.:</b> <u>Elderly Services</u> <b>Account No.:</b> <u>310-4900-519-62-04</u> <b>Additional Funding:</b> _____ <b>Amount previously approved:</b> \$ _____ <b>Current request:</b> \$ _____ <b>Total vendor amount:</b> \$ <u>120,220.39</u>





MIRAMAR:  
3501 Commerce Parkway  
Miramar, FL 33025  
954.499.6677

WEST PALM BEACH:  
2403 S. Dixie Highway  
West Palm Beach, FL 33401  
561.848.4982

**SALES PERSON:**  
VANESSA

**MSSC**

ITEM	MFG	QTY	PRODUCT	UNIT	EXTENDED
1	SPI	2	<b>1411-UP</b> Uph seat/ uph back 4pt no arms		
			A.M.O + C.M.O	<b>SELL:</b>	\$252.11 \$504.22
			Frame Option <b>GR4</b> Fabric Grade 4		
			Metal Frame Finish - Spectone Colors <b>CF STINSON</b> Apex - Greige APX21		
			Urban Seat Fabric Choice <b>GR4</b> Fabric Grade 4		
			User specified entry <b>CF STINSON</b> Apex - Greige APX21		
			Back Finish Option <b>RAL7037</b> Light Gray Ral 7037		
			Plastic Back Finish <b>(SF)</b> Standard Frame		
			Back Panel Finish <b>SILVER</b> Silver		
			Arm Finish Option ~ No Connecting Bars		
			Connecting Bars ~ No Selection of Option		
			Extra Seat Foam Option ~ No Extra Seat Foam		
2	HAF	3	<b>JCPR-0230-SJA</b> X Series,Combo Unit,27.5"H x 30"W,Box,Box(L),File(R),LatFile,Ptd Drw Frnt,Ptd Lock Rail,J Pull,TchLtch,Att,Glides		
			A.M.O + C.M.O	<b>SELL:</b>	\$601.65 \$1,804.95
			Case Color <b>,TR-LE</b> METALLIC SILVER GRD B		
			Lock Color <b>,LR-BP</b> CHROME GRD A		
3	HAF	3	<b>JDRL-2448-JNFSFSS</b> X Series,Return,Lam,2448,Open,End Stl Pnl,Full Modesty,Cable Mgt		
			A.M.O + C.M.O	<b>SELL:</b>	\$457.77 \$1,373.31
			<b>,H-KM</b> LANDMARK WOOD, GRADE B		
			<b>,HP-KM</b> LANDMARK WOOD, GRADE A		
			<b>,TR-LE</b> METALLIC SILVER, GRADE B		
			<b>,TR-LE</b> METALLIC SILVER, GRADE B		
4	HAF	3	<b>JDSL-3072-JAFSFS</b> X Series,Rect Desk,Lam, EB3,30X72,Ped,End,Ptd,Full Mod,Cbl Mgt		
			A.M.O + C.M.O	<b>SELL:</b>	\$592.03 \$1,776.09
			Worktop Surface Color <b>,H-KM</b> LANDMARK WOOD GRD B		
			Worktop Edge Color-Users Edge <b>,HP-KM</b> LANDMARK WOOD GRD A		
			Case Trim Color <b>,TR-LE</b> METALLIC SILVER GRD B		
			Modesty Surface Color <b>,TR-LE</b> METALLIC SILVER GRD B		
5	HAF	2	<b>JLPD-0230-SJ</b> X Series,27.5"H x 30"W,Lateral File,File,Ptd Drawer Front,Proud,Ptd Lock Bar,Freestanding,J Pull,TchLtch,Glides		
			A.M.O + C.M.O	<b>SELL:</b>	\$397.62 \$795.24
			<b>,TR-LE</b> METALLIC SILVER, GRADE B		
			<b>,LR-BP</b> CHROME, GRADE A		



ITEM	MFG	QTY	PRODUCT	UNIT	EXTENDED
6	HAF	3	<b>JPDH-30-SJLF</b> X Series, Pedestal, Attached Desk, Box/Box/File, 30"D, Ptd Drawer Front, Ptd Lockbar, J Pull, LH, Full Mod	<i>SELL:</i>	\$266.79 \$800.37
	A.M.O + C.M.O				
				<b>,TR-LE</b> <b>,LR-BP</b>	METALLIC SILVER, GRADE B CHROME, GRADE A
7	HAF	2	<b>JSPY-0230-SJ</b> X Series, 2H x 30"W, Closed Cabinet, Two Doors, Ptd Dr Front, Ptd Lock Bar, Freestanding Mount	<i>SELL:</i>	\$404.76 \$809.52
	A.M.O + C.M.O				
			Case Color Lock Color	<b>,TR-LE</b> <b>,LR-BP</b>	METALLIC SILVER GRD B CHROME GRD A
8	HAF	2	<b>JTPL-1860-JYJYS</b> X Series, Common Top, Prd Frnt, Lam Top, 18.75Dx60W, 3mm Plstc Usr, 1mm LH, 3mm Bck, 1mm RH	<i>SELL:</i>	\$203.04 \$406.08
	A.M.O + C.M.O				
				<b>,H-KM</b> <b>,HP-KM</b>	LANDMARK WOOD, GRADE B LANDMARK WOOD, GRADE A
9	HHM	3	<b>UXAG-0002</b> Casegoods, Grommet	<i>SELL:</i>	\$30.78 \$92.34
	A.M.O + C.M.O				
			Accessory Surface Color	<b>,LR-BP</b>	CHROME GRD A
10	HSV	3	<b>SCT-30-4111</b> Very Task Chair, Faux Lea Seat, Mesh Bk, Hgt Adj Arms, Alum Bse Hd Ctrs, Bk Lk, W/Lum,	<i>SELL:</i>	\$484.85 \$1,454.55
	A.M.O + C.M.O				
	TASK		Seat 1 Color Seat 1 Color Back 1 Color (Inside) Back 1 Color (Inside) Trim Color Frame Color Base Color	<b>(XJ)</b> <b>,XJ-SN</b> <b>(MS)</b> <b>,MS-FK</b> <b>,TR-7</b> <b>,TR-LE</b> <b>,TR-LE</b>	WELLINGTON GRD A SANDY GRD A VERY TASK MESH GRD A COCOA GRD A FOG GRD A METALLIC SILVER GRD B METALLIC SILVER GRD B
11	SPI	100	<b>1411-US</b> Uph seat/ plastic back 4pt no arms	<i>SELL:</i>	\$209.39 \$20,939.00
	DINING ROOM 110				
			URBAN_SEAT_FABRIC_CHOICE User specified entry BACK_FINISH_OPTION PLASTIC_BACK_FINISH BACK_PANEL_FINISH FRAME_OPTION METAL_FRAME_FINISH_-_SPECTONE_COLORS CONNECTING_BARS EXTRA_SEAT_FOAM_OPTION	<b>GR4</b> <b>MAHARAM</b> <b>(PBACK)</b> <b>RAL9005</b> <b>RAL9005</b> <b>(SF)</b> <b>BLACK</b> ~ ~	Fabric Grade 4 ARTICLE TOAST 458600-015 Plastic Back Black Ral 9005 Black Ral 9005 Standard Frame Black Ral 9005 No Connecting Bars No Extra Seat Foam

ITEM	MFG	QTY	PRODUCT	UNIT	EXTENDED
12	SPI	18	<b>1414-US</b> Uph seat/ plastic back 4pt no arms, Midsize	<i>SELL:</i>	\$277.49 \$4,994.82
DINING ROOM 110					
			URBAN_SEAT_FABRIC_CHOICE User specified entry	<b>GR4</b>	Fabric Grade 4
			BACK_FINISH_OPTION	<b>MAHARAM (PBACK)</b>	ARTICLE TOAST 458600-015 Plastic Back
			PLASTIC_BACK_FINISH	<b>RAL9005</b>	Black Ral 9005
			BACK_PANEL_FINISH	<b>RAL9005</b>	Black Ral 9005
			FRAME_OPTION	<b>(SF)</b>	Standard Frame
			METAL_FRAME_FINISH_-_SPECTONE_COLORS	<b>BLACK</b>	Black Ral 9005
			CONNECTING_BARS	~	No Connecting Bars
			EXTRA_SEAT_FOAM_OPTION	~	No Extra Seat Foam
13	SPI	1	<b>1499</b> Urban Dolly	<i>SELL:</i>	\$155.24 \$155.24
DINING ROOM 110					
14	HAK	22	<b>TCRA-3072-LJSNBH4A</b> Jive,Tbl,Rect,Lam,30"x72",Eb3,Std,Co:none,C - Rd,Cstr/Flip,29"h,Ptd	<i>SELL:</i>	\$514.74 \$11,324.28
DINING ROOM 110					
			Worktop Surface Color	<b>,H-34</b>	BEIGE GRD A
			Worktop Edge Color-Users Edge	<b>,HP-34</b>	BEIGE GRD A
			Base Color 1A	<b>,TR-LE</b>	METALLIC SILVER GRD B
15	HAK	2	<b>TV01-CSTR</b> Hop, Caster Kit	<i>SELL:</i>	\$31.20 \$62.40
DINING ROOM 110					
16	HAK	2	<b>TVRA-2370-LJSNTV</b> Hop,Table,Rt,Lam,23"x70",Eb3,Std,Co:none,T,Eadjdls,Gld	<i>SELL:</i>	\$851.20 \$1,702.40
DINING ROOM 110					
			Worktop Surface Color	<b>,H-34</b>	BEIGE GRD A
			Worktop Edge Color-Users Edge	<b>,HP-34</b>	BEIGE GRD A
			Base Color 1A	<b>,TR-LE</b>	METALLIC SILVER GRD B
17	SPI	6	<b>1414-US</b> Uph seat/ plastic back 4pt no arms, Midsize	<i>SELL:</i>	\$277.49 \$1,664.94
EXCERCISE ROOM					
			URBAN_SEAT_FABRIC_CHOICE User specified entry	<b>GR4</b>	Fabric Grade 4
			BACK_FINISH_OPTION	<b>MAHARAM (PBACK)</b>	ARTICLE TOAST 458600-015 Plastic Back
			PLASTIC_BACK_FINISH	<b>RAL9005</b>	Black Ral 9005
			BACK_PANEL_FINISH	<b>RAL9005</b>	Black Ral 9005
			FRAME_OPTION	<b>(SF)</b>	Standard Frame
			METAL_FRAME_FINISH_-_SPECTONE_COLORS	<b>BLACK</b>	Black Ral 9005
			CONNECTING_BARS	~	No Connecting Bars
			EXTRA_SEAT_FOAM_OPTION	~	No Extra Seat Foam

ITEM	MFG	QTY	PRODUCT	UNIT	EXTENDED
18	SPI	18	<b>1411-US</b> Uph seat/ plastic back 4pt no arms EXERCISE ROOM	<i>SELL:</i>	\$209.39 \$3,769.02
			URBAN_SEAT_FABRIC_CHOICE User specified entry	<b>GR4</b>	Fabric Grade 4
			BACK_FINISH_OPTION	<b>MAHARAM (PBACK)</b>	Article - Storm 458600-014 Plastic Back
			PLASTIC_BACK_FINISH	<b>RAL7037</b>	Light Gray Ral 7037
			BACK_PANEL_FINISH	<b>RAL7037</b>	Light Gray Ral 7037
			FRAME_OPTION	<b>(SF)</b>	Standard Frame
			METAL_FRAME_FINISH_-_SPECTONE_COLORS	<b>SILVER</b>	Silver
			CONNECTING_BARS	~	No Connecting Bars
			EXTRA_SEAT_FOAM_OPTION	~	No Extra Seat Foam
19	HAK	3	<b>TCRN-4848-LJSNXG4A</b> Jive,Tbl,Rd,Lam,48"x48",Eb3,Std,Co:none,X,Gld,29"h,Ptd LOBBY LOUNGE 10	<i>SELL:</i>	\$307.74 \$923.22
			Worktop Surface Color	<b>,H-34</b>	BEIGE GRD A
			Worktop Edge Color-Users Edge	<b>,HP-34</b>	BEIGE GRD A
			Base Color 1A	<b>,TR-G</b>	GRAY TONE GRD A
20	SPI	2	<b>1411-US</b> Uph seat/ plastic back 4pt no arms LOBBY LOUNGE 102	<i>SELL:</i>	\$209.39 \$418.78
			URBAN_SEAT_FABRIC_CHOICE User specified entry	<b>GR4</b>	FABRIC GRADE 4
			BACK_FINISH_OPTION	<b>CF STINSON (PBACK)</b>	APEX - GREIGE PLASTIC BACK
			PLASTIC_BACK_FINISH	<b>RAL9016</b>	WHITE RAL 9016
			BACK_PANEL_FINISH	<b>RAL9016</b>	WHITE RAL 9016
			FRAME_OPTION	<b>(SF)</b>	STANDARD FRAME
			METAL_FRAME_FINISH_-_SPECTONE_COLORS	<b>SILVER</b>	SILVER
			CONNECTING_BARS	~	NO CONNECTING BARS
			EXTRA_SEAT_FOAM_OPTION	~	NO EXTRA SEAT FOAM
21	CSO	12	<b>1472</b> Serony Guest 25x26x33 LOBBY LOUNGE 102	<i>SELL:</i>	\$530.40 \$6,364.80
			Frame Finish	<b>H1F</b>	WARM GREY
			Arm Cap	<b>~A3</b>	WOOD ARM CAP
			Arm Cap	<b>BUW</b>	BURNISHED (BUW)
			Grade, 1.5 yd	<b>7</b>	GRADE 7 MATERIAL
			Grade 7 Material	~	ARCHITEX-ORGANZA-ASH
			CAL TB 133 Certification	<b>X9</b>	NO SELECTION OF OPTION
			Barrier	<b>X9</b>	NO SELECTION OF OPTION
22	CSO	8	<b>472-1</b> Serony Lounge Chair 27x25.5x31 LOBBY LOUNGE 102	<i>SELL:</i>	\$791.60 \$6,332.80
			Frame Finish	<b>H1F</b>	Warm Grey
			Arm Cap	<b>~A3</b>	Wood Arm Cap
			Arm Cap	<b>BUW</b>	Burnished (BUW)
			Grade, 2 yd	<b>7</b>	Grade 7 Material
			Grade 7 Material	~	ARCHITEX-ORGANZA-HAZE
			CAL TB 133 Certification	<b>X9</b>	No Selection of Option
			Barrier	<b>X9</b>	No Selection of Option

ITEM	MFG	QTY	PRODUCT		UNIT	EXTENDED
23	CSO	2	<b>472-3</b> Serony Lounge Sofa 73x25.5x31		SELL:	\$1,872.00 \$3,744.00
	LOBBY LOUNGE					
	102					
			Frame Finish	<b>H1F</b>	Warm Grey	
			Arm Cap	<b>~A3</b>	Wood Arm Cap	
			Arm Cap	<b>BUW</b>	Burnished (BUW)	
			Grade, 5.5 yd	<b>7</b>	Grade 7 Material	
			Grade 7 Material	<b>~</b>	ARCHITEX-ORGANZA-HAZE	
			CAL TB 133 Certification	<b>X9</b>	No Selection of Option	
			Barrier	<b>X9</b>	No Selection of Option	
24	CSO	4	<b>777-20RD</b> Ice 20x20x19 Round End Table		SELL:	\$911.60 \$3,646.40
	LOBBY LOUNGE					
	102					
			Grain Pattern	<b>X9</b>	None	
			Finish, Worksurface Material	<b>~SS</b>	Solid Surface	
			Finish, Solid Surface	<b>CWS</b>	Cameo White	
			Base	<b>H1F</b>	Warm Grey	
25	CSO	2	<b>777-32RD</b> Ice 32x32x14.75 Round Cocktail Table		SELL:	\$1,068.80 \$2,137.60
	LOBBY LOUNGE					
	102					
			Grain Pattern	<b>X9</b>	None	
			Finish, Worksurface Material	<b>~SS</b>	Solid Surface	
			Finish, Solid Surface	<b>CWS</b>	Cameo White	
			Base	<b>H1F</b>	Warm Grey	
26	SPI	14	<b>1411-US</b> Uph seat/ plastic back 4pt no arms		SELL:	\$209.39 \$2,931.46
	MP#2 118					
			URBAN_SEAT_FABRIC_CHOICE	<b>GR4</b>	Fabric Grade 4	
			User specified entry	<b>CF STINSON</b>	APEX - GREIGE APX21	
			BACK_FINISH_OPTION	<b>(PBACK)</b>	Plastic Back	
			PLASTIC_BACK_FINISH	<b>RAL7037</b>	Light Gray Ral 7037	
			BACK_PANEL_FINISH	<b>RAL7037</b>	Light Gray Ral 7037	
			FRAME_OPTION	<b>(SF)</b>	Standard Frame	
			METAL_FRAME_FINISH_-_SPECTONE_COLORS	<b>SILVER</b>	Silver	
			CONNECTING_BARS	<b>~</b>	No Connecting Bars	
			EXTRA_SEAT_FOAM_OPTION	<b>~</b>	No Extra Seat Foam	
27	SPI	4	<b>1414-US</b> Uph seat/ plastic back 4pt no arms, Midsize		SELL:	\$277.49 \$1,109.96
	MP#2 118					
			URBAN_SEAT_FABRIC_CHOICE	<b>GR4</b>	Fabric Grade 4	
			User specified entry	<b>CF STINSON</b>	Apex - Greige APX21	
			BACK_FINISH_OPTION	<b>(PBACK)</b>	Plastic Back	
			PLASTIC_BACK_FINISH	<b>RAL7037</b>	Light Gray Ral 7037	
			BACK_PANEL_FINISH	<b>RAL7037</b>	Light Gray Ral 7037	
			FRAME_OPTION	<b>(SF)</b>	Standard Frame	
			METAL_FRAME_FINISH_-_SPECTONE_COLORS	<b>SILVER</b>	Silver	
			CONNECTING_BARS	<b>~</b>	No Connecting Bars	
			EXTRA_SEAT_FOAM_OPTION	<b>~</b>	No Extra Seat Foam	

ITEM	MFG	QTY	PRODUCT		UNIT	EXTENDED
28	HAK	5	<b>TCRA-2472-LJSNBC4A</b> Jive,Tbl,Rect,Lam,24"x72",Eb3,Std,Co:none,C - Rd,Cstr,29"h,Ptd	<i>SELL:</i>	\$321.61	\$1,608.05
			MP#2 118			
			Worktop Surface Color	<b>,H-KA</b>	BRAZILWOOD GRD B	
			Worktop Edge Color-Users Edge	<b>,HP-KA</b>	BRAZILWOOD GRD A	
			Base Color 1A	<b>,TR-G</b>	GRAY TONE GRD A	
29	HAK	1	<b>TV01-CSTR</b> Hop, Caster Kit	<i>SELL:</i>	\$31.20	\$31.20
			MP#2 118			
30	HAK	1	<b>TVRA-2970-LJSNTV</b> Hop,Table,Rt,Lam,29"x70",Eb3,Std,Co:none,T,Eadjdls,Gld	<i>SELL:</i>	\$881.35	\$881.35
			MP#2 118			
			Worktop Surface Color	<b>,H-34</b>	BEIGE GRD A	
			Worktop Edge Color-Users Edge	<b>,HP-34</b>	BEIGE GRD A	
			Base Color 1A	<b>,TR-LE</b>	METALLIC SILVER GRD B	
31	SPI	10	<b>1411-US</b> Uph seat/ plastic back 4pt no arms	<i>SELL:</i>	\$209.39	\$2,093.90
			MP#3 117			
			Frame Option	<b>GR4</b>	Fabric Grade 4	
			Metal Frame Finish - Spectone Colors	<b>CF STINSON</b>	APEX - GREIGE APX21	
			Urban Seat Fabric Choice	<b>(PBACK)</b>	Plastic Back	
			User specified entry	<b>RAL7037</b>	Light Gray Ral 7037	
			Back Finish Option	<b>RAL7037</b>	Light Gray Ral 7037	
			Plastic Back Finish	<b>(SF)</b>	Standard Frame	
			Back Panel Finish	<b>SILVER</b>	Silver	
			Arm Finish Option	~	No Connecting Bars	
			Connecting Bars	~	No Extra Seat Foam	
32	SPI	2	<b>1414-US</b> Uph seat/ plastic back 4pt no arms, Midsize	<i>SELL:</i>	\$277.49	\$554.98
			MP#3 117			
			Frame Option	<b>GR4</b>	Fabric Grade 4	
			Metal Frame Finish - Spectone Colors	<b>CF STINSON</b>	Apex - Greige APX21	
			Urban Seat Fabric Choice	<b>(PBACK)</b>	Plastic Back	
			User specified entry	<b>RAL7037</b>	Light Gray Ral 7037	
			Back Finish Option	<b>RAL7037</b>	Light Gray Ral 7037	
			Plastic Back Finish	<b>(SF)</b>	Standard Frame	
			Back Panel Finish	<b>SILVER</b>	Silver	
			Arm Finish Option	~	No Connecting Bars	
			Connecting Bars	~	No Extra Seat Foam	
33	HAK	5	<b>TCRA-2460-LJSNBF4A</b> Jive,Tbl,Rect,Lam,24"x60",Eb3,Std,Co:none,C - Rd,Gld/Flip,29"h,Ptd	<i>SELL:</i>	\$466.53	\$2,332.65
			MP#3 117			
			Worktop Surface Color	<b>,H-KA</b>	BRAZILWOOD GRD B	
			Worktop Edge Color-Users Edge	<b>,HP-KA</b>	BRAZILWOOD GRD A	
			Base Color 1A	<b>,TR-G</b>	GRAY TONE GRD A	

ITEM	MFG	QTY	PRODUCT	UNIT	EXTENDED
34	HAK	1	<b>TV01-CSTR</b> Hop, Caster Kit	<i>SELL:</i>	\$31.20 \$31.20
			MP#3 117		
35	HAK	1	<b>TVRA-2358-LJSNTV</b> Hop,Table,Rt,Lam,23"x58",Eb3,Std,Co:none,T,Eadjdls,Gld	<i>SELL:</i>	\$826.49 \$826.49
			MP#3 117		
			Worktop Surface Color	<b>,H-34</b>	BEIGE GRD A
			Worktop Edge Color-Users Edge	<b>,HP-34</b>	BEIGE GRD A
			Base Color 1A	<b>,TR-LE</b>	METALLIC SILVER GRD B
36	SPI	10	<b>1411-US</b> Uph seat/ plastic back 4pt no arms	<i>SELL:</i>	\$209.39 \$2,093.90
			MP#4 ART 121		
			Frame Option	<b>GR4</b>	Fabric Grade 4
			Metal Frame Finish - Spectone Colors	<b>CF STINSON</b>	APEX - GREIGE APX21
			Urban Seat Fabric Choice	<b>(PBACK)</b>	Plastic Back
			User specified entry	<b>RAL7037</b>	Light Gray Ral 7037
			Back Finish Option	<b>RAL7037</b>	Light Gray Ral 7037
			Plastic Back Finish	<b>(SF)</b>	Standard Frame
			Back Panel Finish	<b>SILVER</b>	Silver
			Arm Finish Option	~	No Connecting Bars
			Connecting Bars	~	No Extra Seat Foam
37	SPI	2	<b>1414-US</b> Uph seat/ plastic back 4pt no arms, Midsize	<i>SELL:</i>	\$277.49 \$554.98
			MP#4 ART 121		
			Frame Option	<b>GR4</b>	Fabric Grade 4
			Metal Frame Finish - Spectone Colors	<b>CF STINSON</b>	Apex - Greige APX21
			Urban Seat Fabric Choice	<b>(PBACK)</b>	Plastic Back
			User specified entry	<b>RAL7037</b>	Light Gray Ral 7037
			Back Finish Option	<b>RAL7037</b>	Light Gray Ral 7037
			Plastic Back Finish	<b>(SF)</b>	Standard Frame
			Back Panel Finish	<b>SILVER</b>	Silver
			Arm Finish Option	~	No Connecting Bars
			Connecting Bars	~	No Extra Seat Foam
38	SPI	3	<b>3096RE-MRT</b> 30" X 96" Rectangle Table with Manhattan T Base	<i>SELL:</i>	\$655.65 \$1,966.95
			MP#4 ART 121		
			MANHATTAN_-_TOP_FINISH_OPTION	<b>LAM</b>	Laminate Top
			LAMINATE_TOP_OPTION	<b>STL</b>	15 Standard Laminates
			MANHATTAN_-_LAMINATE_TOP_FINISH	<b>1572-60</b>	Wilsonart Antique White Laminate (1572-60)
			MANHATTAN_-_EDGE_SELECTION	<b>2MM</b>	2MM Bio Edge
			EDGE_FINISHES	<b>SILVER</b>	Silver
			SPECTONE_BASE_COLORS	<b>SILVER</b>	Silver
			:RAL_PURPOSE_TABLES_-_FLIP_TOP_OPTION	~	No Selection of Flip Top Option
			BASE_MOBILITY_OPTION	<b>HC</b>	Hard Casters
			OSE_TABLES_-_SEAM_CONNECTOR_OPTION	~	No Seam Connectors Selected

ITEM	MFG	QTY	PRODUCT		UNIT	EXTENDED
39	HPA	1	<b>GAKD-1919-LJSNAC9</b> Planes, Cart, Podium 46In.H X 19In.D X 19In.W, Lam, Std Core, Locking, Casters	<i>SELL:</i>	\$884.70	\$884.70
			MP#4 ART 121			
			Case Color	<b>,H-KA</b>	BRAZILWOOD GRD B	
			Worktop Edge Color-Users Edge	<b>,HP-KA</b>	BRAZILWOOD GRD A	
			Trim Color	<b>,TR-LE</b>	METALLIC SILVER GRD B	
			Caster\Glide Color	<b>,TR-7</b>	FOG GRD A	
			Lock Color	<b>,LR-BP</b>	CHROME GRD A	
40	HAK	2	<b>TV01-CSTR</b> Hop, Caster Kit	<i>SELL:</i>	\$31.20	\$62.40
			MP#4 ART 121			
41	HAK	2	<b>TVRA-2952-LJSNTV</b> Hop, Table, Rt, Lam, 29"x52", Eb3, Std, Co:none, T, Eadjdls, Gld	<i>SELL:</i>	\$839.03	\$1,678.06
			MP#4 ART 121			
			Worktop Surface Color	<b>,H-34</b>	BEIGE GRD A	
			Worktop Edge Color-Users Edge	<b>,HP-34</b>	BEIGE GRD A	
			Base Color 1A	<b>,TR-LE</b>	METALLIC SILVER GRD B	
42	HHM	3	<b>X5X5-2430-FSSLL</b> Masters Series, Cabnt-Bkcase/Wrdrobe, Lam, 5-High 24In.D X 30In.W, Finger Pull, Lk	<i>SELL:</i>	\$1,524.04	\$4,572.12
			MP#4 ART 121			
			Surface 1A Color Storage	<b>,H-34</b>	BEIGE GRD A	
			Case Edge Color	<b>,HP-34</b>	BEIGE GRD A	
			Lock Color	<b>,LR-BP</b>	CHROME GRD A	
43	SPI	4	<b>1411-UP</b> Uph seat/ uph back 4pt no arms	<i>SELL:</i>	\$252.11	\$1,008.44
			PERS 119			
			URBAN_SEAT_FABRIC_CHOICE	<b>GR4</b>	FABRIC GRADE 4	
			User specified entry	<b>CF STINSON</b>	APEX - GREIGE APX21	
			URBAN_BACK_FABRIC_CHOICE	<b>GR4</b>	FABRIC GRADE 4	
			User specified entry	<b>CF STINSON</b>	APEX - GREIGE APX21	
			BACK_PANEL_FINISH	<b>RAL7037</b>	LIGHT GRAY RAL 7037	
			FRAME_OPTION	<b>(SF)</b>	STANDARD FRAME	
			METAL_FRAME_FINISH_-_SPECTONE_COLORS	<b>SILVER</b>	SILVER	
			CONNECTING_BARS	~	NO CONNECTING BARS	
			CAL_133_TEST_OPTION	~	NO SELECTION OF OPTION	
			EXTRA_SEAT_FOAM_OPTION	~	NO EXTRA SEAT FOAM	

ITEM	MFG	QTY	PRODUCT		UNIT	EXTENDED
44	SPI	3	<b>1411-UP</b> Uph seat/ uph back 4pt no arms			
	PERS 120				<b>SELL:</b>	\$252.11 \$756.33
			Frame Option	<b>GR4</b>	Fabric Grade 4	
			Metal Frame Finish - Spectone Colors	<b>CF STINSON</b>	Apex - Greige APX21	
			Urban Seat Fabric Choice	<b>GR4</b>	Fabric Grade 4	
			User specified entry	<b>CF STINSON</b>	Apex - Greige APX21	
			Back Finish Option	<b>RAL7037</b>	Light Gray Ral 7037	
			Plastic Back Finish	<b>(SF)</b>	Standard Frame	
			Back Panel Finish	<b>SILVER</b>	Silver	
			Arm Finish Option	~	No Connecting Bars	
			Connecting Bars	~	No Selection of Option	
			Extra Seat Foam Option	~	No Extra Seat Foam	
45	CSO	1	<b>1487-R</b> Orchestra 27x32x42.5 Mini Recliner			
	PERS 120				<b>SELL:</b>	\$1,144.40 \$1,144.40
			Arm Cap	<b>A3</b>	Wood	
			Finish, Veneer/Wood	<b>PCO</b>	Pecan (PCO)	
			Seat Back	<b>X9</b>	No Selection of Option	
			Removable Cover, Seat & Back	<b>X9</b>	No Selection of Option	
			Grade, 3.75 yd	<b>COM</b>	Customer's Own Material	
			Customer's Own Material	<b>COM</b>	Customer's Own Material	
			User specified entry	<b>ARCHITEX</b>	URBAN NASHVILLE	
			CAL TB 133 Certification	<b>X9</b>	No Selection of Option	
			Barrier	<b>X9</b>	No Selection of Option	
				~	4 YARDS PER CHAIR	
				~	JCW to order and ship to Carolina	
46	CSO	1	<b>2400</b> Physician Stool, 26x26x20 Exam Stool			
	PERS 120				<b>SELL:</b>	\$195.60 \$195.60
			Grade, 0.5 yd	<b>5</b>	Grade 5 Material	
			Grade 5 Material	<b>CF STINSON</b>	Apex Greige - APX21	
			CAL TB 133 Certification	<b>X9</b>	No Selection of Option	
			Barrier	<b>X9</b>	No Selection of Option	
47	HAK	1	<b>TCRN-2424-LJSNXG1A</b> Jive,Tbl,Rd,Lam,24"x24",Eb3,Std,Co:none,X,Gld,16"h,Ptd			
	PERS 120				<b>SELL:</b>	\$190.65 \$190.65
			Worktop Surface Color	<b>,H-34</b>	BEIGE GRD A	
			Worktop Edge Color-Users Edge	<b>,HP-34</b>	BEIGE GRD A	
			Base Color 1A	<b>,TR-G</b>	GRAY TONE GRD A	
48	ARX	5	<b>URBAN-NASHVILLE</b> Architex Vinyl, Urban - Nashville			
	PERS 120				<b>SELL:</b>	\$50.40 \$252.00
				-	For Carolina Orchestra 1487-R	
				-	JCW to order and ship to Carolina	



ITEM	MFG	QTY	PRODUCT		UNIT	EXTENDED
49	HSV	1	<b>SCT-30-4111</b>			
	RECEPTION		Very Task Chair,Faux Lea Seat,Mesh Bk,Hgt Adj Arms, Alum Bse Hd Ctrs,Bk Lk, W/Lum,	<i>SELL:</i>	\$484.85	\$484.85
	TASK		Seat 1 Color (XJ) WELLINGTON GRD A Seat 1 Color ,XJ-SN SANDY GRD A Back 1 Color (Inside) (MS) VERY TASK MESH GRD A Back 1 Color (Inside) ,MS-FK COCOA GRD A Trim Color ,TR-7 FOG GRD A Frame Color ,TR-LE METALLIC SILVER GRD B Base Color ,TR-LE METALLIC SILVER GRD B			
50	CHG	1	<b>FREIGHT</b>			
	Z-FREIGHT		ARCHITEX FREIGHT & HANDLING	<i>SELL:</i>	\$50.00	\$50.00
51	CHG	1	<b>FREIGHT</b>			
	Z-FREIGHT		REMAINDER FREIGHT & HANDLING	<i>SELL:</i>	\$400.00	\$400.00
52	CHG	1	<b>FREIGHT</b>			
	Z-FREIGHT		SPEC FREIGHT & HANDLING	<i>SELL:</i>	\$3,229.00	\$3,229.00
53	CHG	1	<b>FUEL</b>			
	Z-FUEL		CAROLINA FUEL CHARGE	<i>SELL:</i>	\$284.40	\$284.40
54	CHG	1	<b>LABOR</b>			
	Z-LABOR		LABOR TO RECEIVE, DELIVER & INSTALL DURING NORMAL BUSINESS HOURS, MON-FRI, 9-5.	<i>SELL:</i>	\$9,879.00	\$9,879.00
55	CHG	3	<b>LABOR</b>			
	Z-LABOR		LABOR TO FIELD CUT GROMMET IN DESK	<i>SELL:</i>	\$45.00	\$135.00
56	CHG	1	<b>NOTE</b>			
	Z-PRICE		PRICED ON STATE OF FLORIDA CONTRACT	<i>SELL:</i>	\$0.00	\$0.00

ITEM	MFG	QTY	PRODUCT	UNIT	EXTENDED
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TOTAL: \$120,220.39

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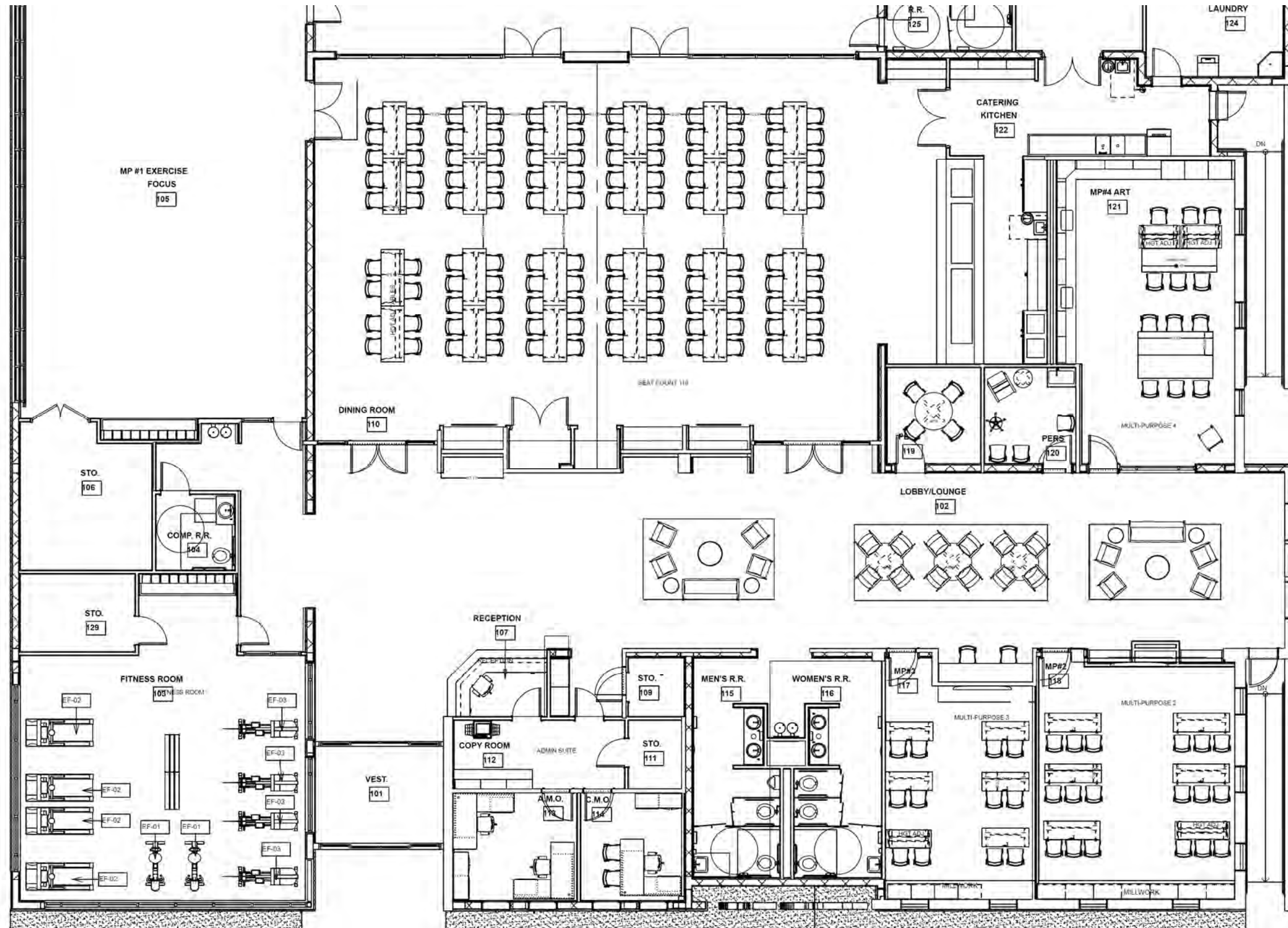
## Integrated Interior Solutions

# MIAMI SPRINGS SENIOR CENTER

Vanessa Camken, Account Executive  
3501 Commerce Parkway, Miramar FL 33025  
954.499.6677  
[www.jcwhite.com](http://www.jcwhite.com)

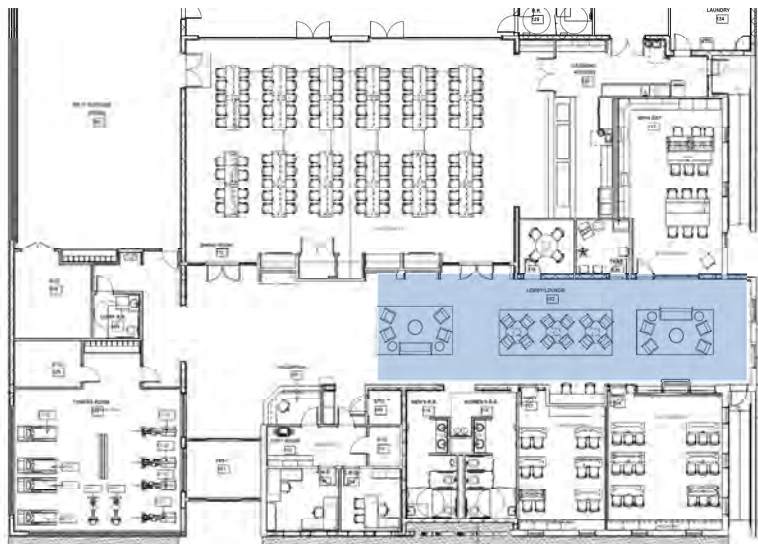


# FURNITURE PLAN





# LOBBY LOUNGE



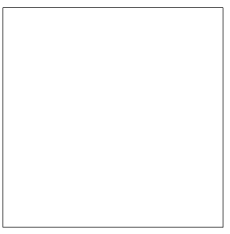
KEY PLAN



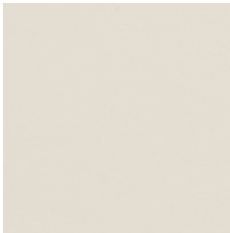
# LOBBY LOUNGE



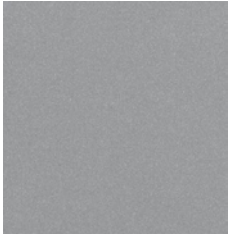
**SPEC**  
**QTY: 2**  
 URBAN ARMLESS SIDE CHAIR POLY  
 BACK WITH UPHOLSTERED SEAT



POLYMER: WHITE



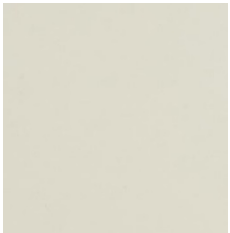
UPH.SEAT: CF STINSON  
 APEX - GREIGE



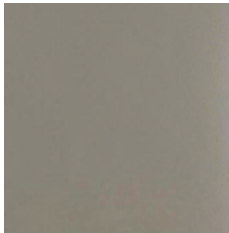
FRAME:  
 SILVER



**HAWORTH**  
**QTY: 3**  
 JIVE TABLE XBASE - 48" DIAMETER



TOP & EDGE:  
 BEIGE



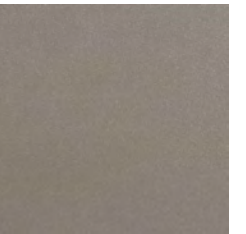
LEG: GRAY TONE



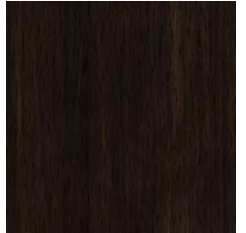
**CAROLINA BUSINESS**  
**QTY: 12**  
 SERONY GUEST CHAIR



CHAIR UPH.:ARCHITEX  
 ORGANZA - ASH



FRAME:  
 WARM GREY



WOOD ARM:  
 BURNISHED





# LOBBY LOUNGE



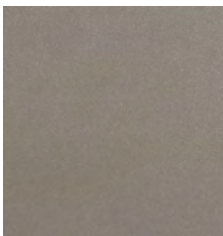
**CAROLINA BUSINESS**  
**QTY: 8**  
 LOUNGE CHAIRS



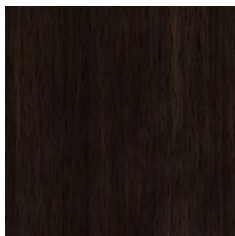
**CAROLINA BUSINESS**  
**QTY: 2**  
 SERONY LOUNGE SOFA



CHAIR UPH.: ARCHITEX  
 ORGANZA - HAZE



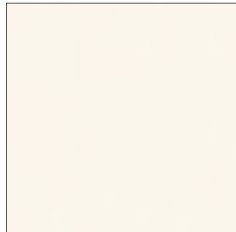
FRAME:  
 WARM GREY



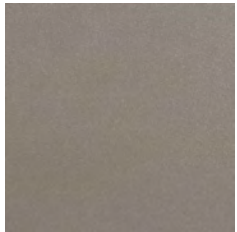
WOOD ARM:  
 BURNISHED



**CAROLINA BUSINESS**  
 ICE COFFEE TABLE 32" DIA – QTY: 2  
 AND SIDE TABLES 20" DIA – QTY: 4



CORIAN TOP:  
 CAMEO WHITE

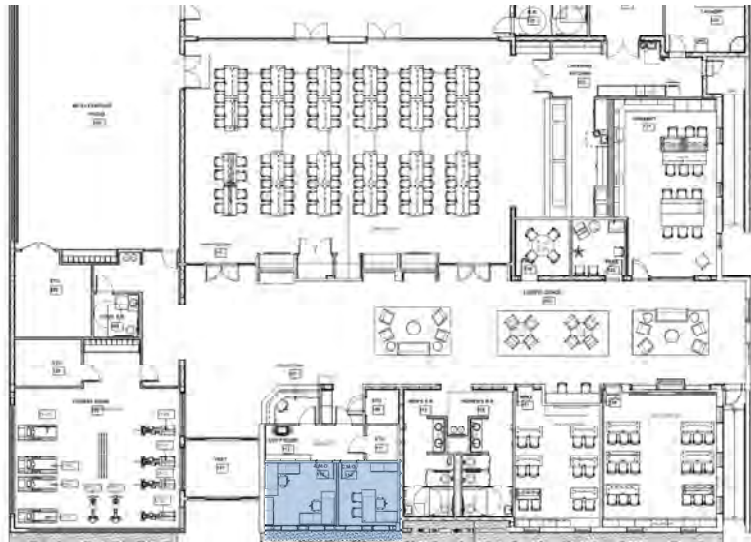


FRAME:  
 WARM GREY





# AMO + CMO



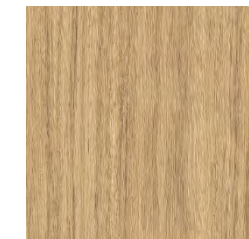
KEY PLAN



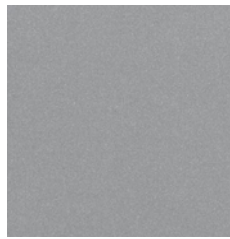
**HAWORTH**  
**QTY: 3**  
X-SERIES L-SHAPE DESK WITH COMBO UNIT + BBF FILE PEDESTAL  
72" X 48"



**HAWORTH**  
**QTY: 2**  
FREESTANDING LATERAL FILE AND STG CABINET  
UNIT WITH COMMON TOP



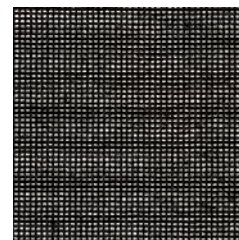
LAMINATE TOP:  
LANDMARK



FRAME:  
METALLIC SILVER



**HAWORTH**  
**QTY: 3**  
VERY TASK CHAIR WITH HEIGHT  
ADJUSTABLE ARMS AND LUMBAR SUPPORT



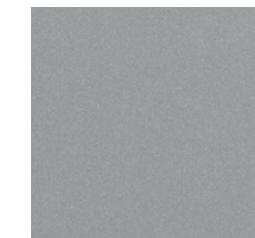
MESH BACK:  
COCOA



UPH.SEAT:  
WELLINGTON -  
SANDY



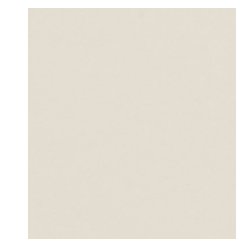
TRIM:  
FOG



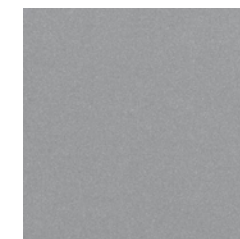
BASE:  
METALLIC SILVER



**SPEC**  
**QTY: 2**  
URBAN ARMLESS SIDE CHAIR WITH  
FULLY UPHOLSTERED SEAT + BACK



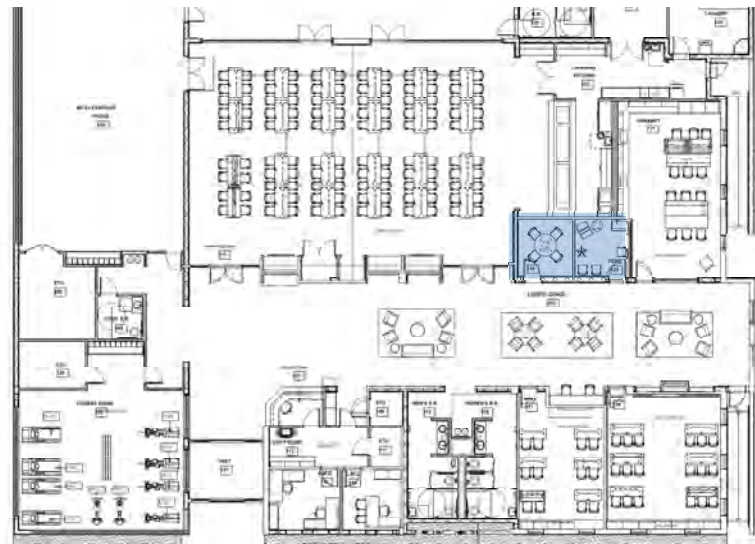
UPH.SEAT & BACK: CF STINSON  
APEX - GREIGE



FRAME:  
SILVER



# PERSONAL SERVICE ROOM



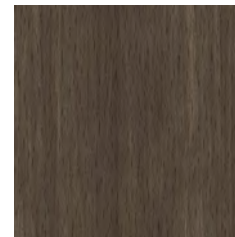
KEY PLAN



**CAROLINA FURNITURE**  
QTY: 1  
ORCHESTRA MINI RECLINER



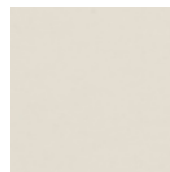
UPH RECLINER:  
ARCHITEX URBAN  
NASHVILLE



WOOD FRAME:  
PECAN



**CAROLINA**  
QTY: 1  
PHYSICIAN STOOL, HEIGHT  
ADJUSTABLE WITH CASTERS



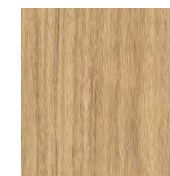
UPH. SEAT & BACK: CF  
STINSON APEX - GREIGE



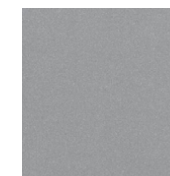
FRAME:  
BLACK



**HAWORTH**  
QTY: 1  
JIVE TABLE XBASE - 48" DIAMETER  
QTY: 1  
JIVE TABLE XBASE - 24" DIAMETER



LAMINATE TOP:  
LANDMARK



FRAME:  
METALLIC SILVER

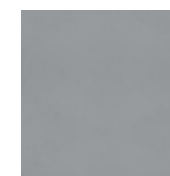
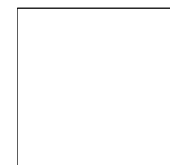


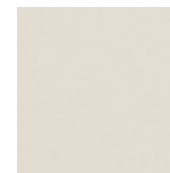
TABLE EDGE BAND:  
SMOKE



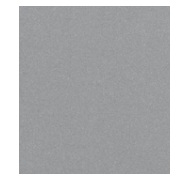
**SPEC**  
QTY: 7  
URBAN ARMLESS SIDE CHAIR WITH  
FULLY UPHOLSTERED SEAT + BACK



POLYMER: WHITE



UPH. SEAT & BACK: CF  
STINSON APEX - GREIGE



FRAME:  
SILVER



# DINING ASSEMBLY ROOM



KEY PLAN



**SPEC**  
**QTY: 118 (18 BARIATRIC)**  
URBAN ARMLESS SIDE CHAIR POLY  
BACK WITH UPHOLSTERED SEAT



POLYMER: BLACK



UPH.SEAT:  
MAHARAM  
ARTICLE - TOAST



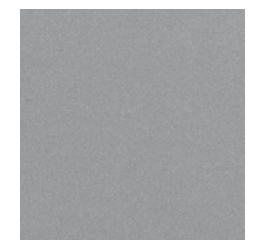
FRAME:  
BLACK



STACK UP TO 8 CHAIRS PER DOLLY



TOP & EDGE:  
BEIGE

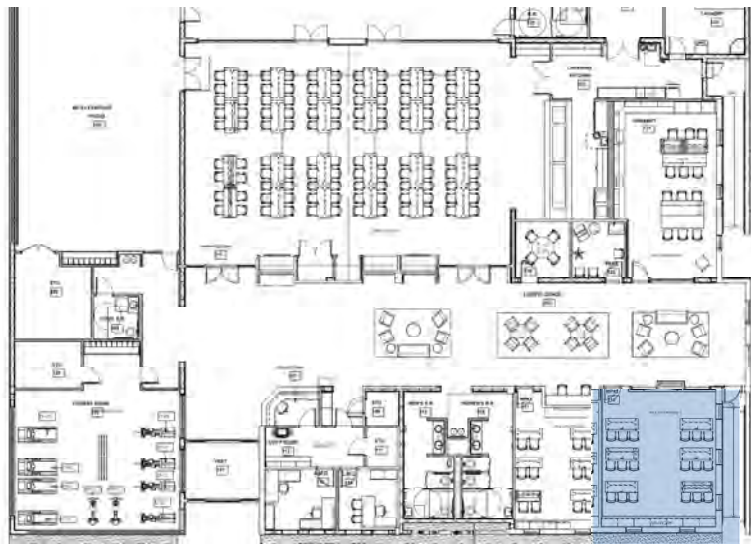


FRAME:  
METALLIC  
SILVER

**HAWORTH**  
**QTY: 22**  
JIVE TABLE FLIP TOP WITH CASTERS 30" X 72"  
**QTY: 2**  
HEIGHT ADJUSTABLE TABLE WITH CASTERS  
30" X 72"



# MULTI - PURPOSE 2

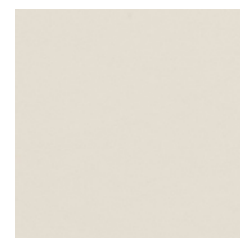
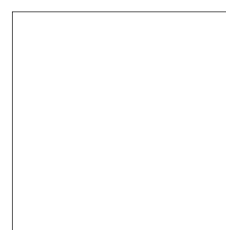


KEY PLAN



POLYMER: WHITE

**SPEC**  
QTY: 18 (4 BARIATRIC)  
URBAN ARMLESS SIDE CHAIR POLY  
BACK WITH UPHOLSTERED SEAT



UPH.SEAT: CF STINSON  
APEX - GREIGE



FRAME:  
SILVER

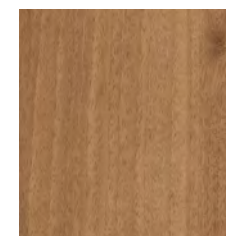
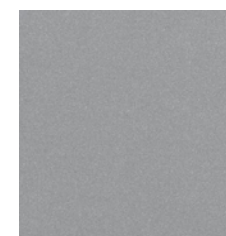


TABLE TOP:  
BRAZILWOOD



FRAME:  
METALLIC  
SILVER



**HAWORTH**  
QTY: 5

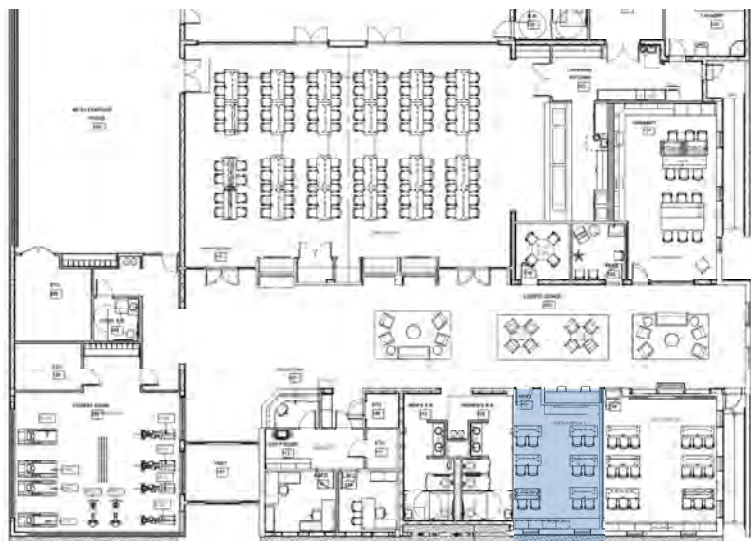
JIVE FLIP TOP TABLE ON CASTERS 24" X 72"

QTY: 1

HEIGHT ADJUSTABLE ON CASTERS 24" X 72"



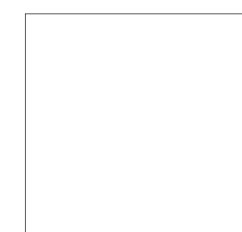
# MULTI - PURPOSE 3



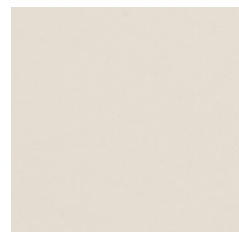
KEY PLAN



**SPEC**  
**QTY: 12 (2 BARIATRIC)**  
 URBAN ARMLESS SIDE CHAIR POLY  
 BACK WITH UPHOLSTERED SEAT



POLYMER: WHITE



UPH.SEAT: CF STINSON  
 APEX - GREIGE



FRAME:  
 SILVER

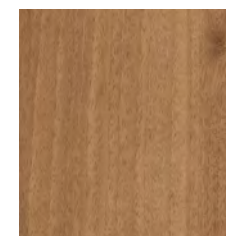
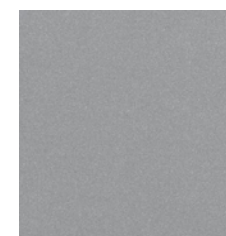


TABLE TOP:  
 BRAZILWOOD



FRAME:  
 METALLIC  
 SILVER

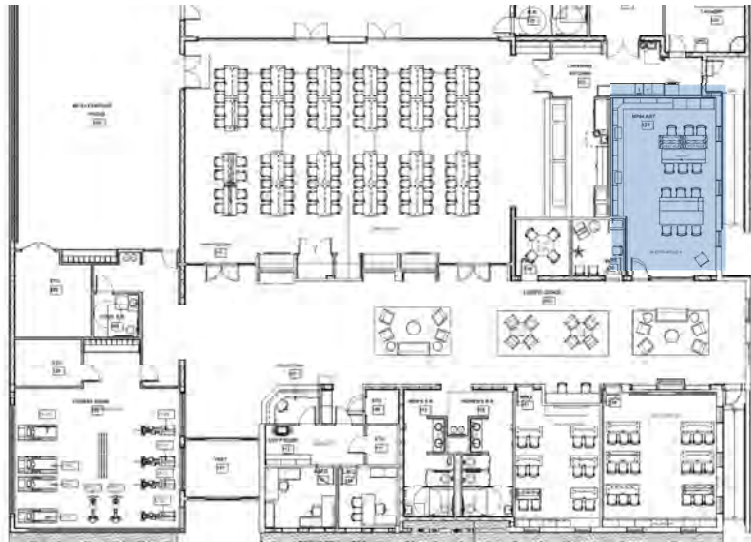


**HAWORTH**  
**QTY: 5**  
 JIVE FLIP TOP TABLE ON CASTERS 24" X 60"  
**QTY: 1**  
 HEIGHT ADJUSTABLE ON CASTERS 24" X 60"





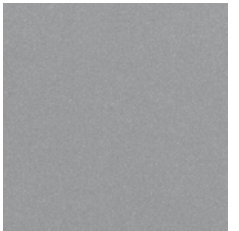
# MULTI - PURPOSE 4 (ART ROOM)



KEY PLAN



LAMINATE TOP:  
BEIGE

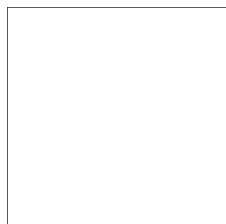


FRAME:  
METALLIC  
SILVER

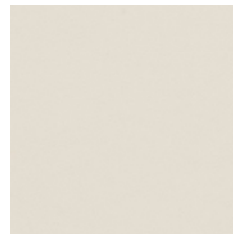


**SPEC**

**QTY: 12 (2 BARIATRIC)**  
URBAN SIDE CHAIR POLY BACK WITH  
UPHOLSTERED SEAT



POLYMER: WHITE



UPH.SEAT: CF STINSON  
APEX - GREIGE



FRAME:  
SILVER



**HAWORTH**  
PLANES PODIUM

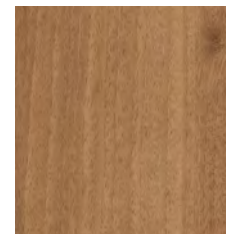
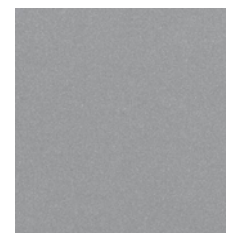


TABLE TOP:  
BRAZILWOOD



FRAME:  
METALLIC  
SILVER



**QTY: 3**  
SPEC MANHATTAN TABLES ON CASTERS 30" X 96"  
**QTY: 2**  
HEIGHT ADJUSTABLE TABLE ON CASTERS 30" X 52"  
**QTY: 3**  
MASTERS 5 HIGH LOCKING STG CABINET



# ANCILLARY



KEY PLAN



**SPEC – EXERCISE ROOM**  
**QTY: 24 (6 BARIATRIC)**  
URBAN SIDE CHAIR POLY BACK WITH  
UPHOLSTERED SEAT

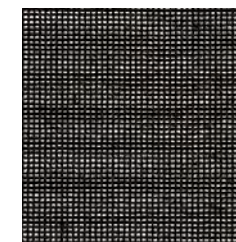
UPH.SEAT: MAHARAM  
ARTICLE - STORM

POLYMER: LIGHT GREY

FRAME:  
SILVER



**HAWORTH – RECEPTION**  
**QTY: 1**  
VERY TASK CHAIR WITH HEIGHT  
ADJUSTABLE ARMS AND LUMBAR SUPPORT



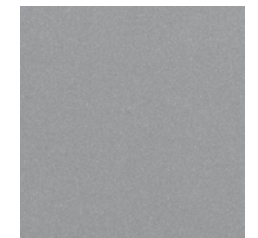
MESH BACK:  
COCOA



UPH.SEAT:  
WELLINGTON -  
SANDY



TRIM:  
FOG



BASE:  
METALLIC SILVER





**JC WHITE**

---

**PROFILE**

# CLIENT SERVICES

## Standards Programs

By developing company-wide furniture standards for your organization, you can control purchases, manage assets and respond to the changing needs of your business efficiently and cost effectively. JC White utilizes its technology and expertise to assist with assessing needs, developing a program and executing that program through the use of our online tools. The online capabilities allow users to see and select only the products available through the program. Once they select which items they need, an order request is generated and sent to a designated individual in your organization for approval.

## Delivery & Installations

JC White's scheduling, delivery, installation and service is a staff of 65, with 20 trucks and 2 service vans. An installation progress and to provide feedback to the team. Our Delivery and Installation department is critical to our growth, therefore all of our installers are employed of the company and they share in our efforts to constantly strive to provide our clients with unparalleled service. We provide consultation for power and data with your other subcontractors so there is a seamlessly transition into your new workplace.

## Support Services

JC White maintains a full-time service department that is available to service products throughout their usable life. Our Service Manager works closely with each manufacturer to order parts for service work covered under the manufacturer's warranty. JC White will also set up a maintenance program to proactively service the furniture in your facility. We also provide reconfiguration services, provide loaner furniture when necessary and will warehouse excess furniture.

## Warehousing

JC White offers 75,000 square foot of space where new and used product is received, inspected and stored. Our warehouse is spotless and well organized, with separate areas for unloading and staging. About 65% of the space in narrow- aisle racking with wire guide; the rest is open floor for our ins and outs. Strategically located in Miramar, FL, JC White's fleet of 20 trucks and 2 service vans travel throughout South Florida on a daily basis.

## Asset Management

JC White will customize an asset management package that is tailored to the client's management control requirements. This process is developed through an in-depth analysis of existing assets. Our team understands the complexities involved in performing large, diverse inventory projects. Although we approach each inventory as a custom project, we have developed a process that ensures each inventory is performed in the accurate and efficient manner possible.

## Client Extranet

JC White often creates extranet sites for large- scale clients to accomplish several things, including but not limited to: tracking progress, posting status reports, viewing the most recent drawings and revisions, posting floor plans, furniture inventories, and so forth. The extranet is designed to be password protected, accessible to only those most closely aligned to the project. This tool connects the project team to the client to the project inexplicably, creating a constant flow of information, updated materials and communication. It also allows a visual stream that is inclusive not only of the entire project, but minute details as well.



# REFERENCES



Mady Sotolongo  
Manager of Building Management  
O: (954) 331-7696  
mady\_sotolongo@ultimatesoftware.com

Ultimate Software is one of our many customers we have had since they started their business over 25 years ago. What started out as a small office has grown to multiple offices throughout the country, as well as 13 buildings in the local Weston area. Ultimate utilizes open plan furniture with multiple meeting and conference areas. They are continually rated in the top 100 companies to work for and have a very high retention rate, with over 2,700 employees.



Corey Schwarz  
Real Estate & Facilities Management  
O: (954) 267-2367  
corey.schwarz@citrix.com

Citrix is a 25 year old technology company founded in Fort Lauderdale, FL. Today, Citrix provides software solutions which promotes the ability to work from anywhere. They believe wherever inspiration is, that is the workplace. With this vision in mind, Citrix challenged JC White and Haworth to come up with solutions that meet their needs. They wanted a solution which allowed their team to work from anywhere, have furniture that is comfortable and promotes employee health and safety, and was flexible to meet their changing needs.



Jennifer Giles  
Manager of Design & Project Management, Real Estate, Americas/ Tyco  
O: (561) 226-8301  
JGiles@tyco.com

As one of the world's leading providers of high-tech security systems with offices all over the world, TYCO needed to partner with a U. S. company capable of annually managing over 75 new office openings or business unit consolidations throughout North America. The annual value of these projects exceeds \$10,000,000. Over a 15 year relationship, JC White has consistently performed at a high level to provide on-time and complete offices critical to TYCO's business model.

# CLIENT LIST

## CLIENT LIST/ REFERENCES

**AutoNation** 110 S.E. 6th Street 17th Floor Fort Lauderdale, FL 33301

Mr. Bob Oluff's- Senior Project Manager (954) 769-2303

Project Total: \$26,000,000.00

- Continue to provide furnishings for new and existing car dealerships.
- March 2009, awarded new Headquarters
- Customer since 1995

**Bank United** 7815 N.W. 148th Street Miami Lakes, FL 33016

Lisette Fuste (305) 608-'3023

- Completed 700 workstations at Corporate Headquarters
- Completed 17 Branches & Private Banking on Brickell Avenue- Miami

**Citrix Systems** 851 West Cypress Creek Road Fort Lauderdale, FL 33309

Mr. Mark Haskell- Facilities (954) 267-8453

Project Total: \$10,000,000.00

- Provide all furniture requirements including offices, workstations, conference rooms & break rooms locally, as well as across the country
- Client since 1996

**City Center for West Palm**

Mr. Zach Young- GC (561) 694-8776

Project Total: \$3,500,000.00

- 500 workstations, private offices, seating, conference rooms, waiting areas, training room, and break rooms
- Performance bond project
- Specialty furniture- Library furniture and High Density Filing
- Accelerated schedule for delivery and installation, multiple C.O. Deadlines
- Project completed 3/9/09

**ManTech** 2400 NW 92<sup>nd</sup> Ave Miami, FL 33172

Mr. Rick Scruggs- Senior Systems Analyst (305) 716-9858

- Multiple military installations, including Ft. Bragg, N.C. & U.S. Southern Command

**NCCI (National Council on Compensation Insurance)** 901 Peninsula Circle Boca Raton, FL 33487

Mr. Alfred Guerra- President (561)893-1000

Project Total: \$9,800,000.00

- Have provided them with more than 1,100 workstations, 200 modular offices & many outside locations.
- Established with our company since 1994

ADT

AMERICAN AIRLINES ARENA

A.M.S.I- Automotive Mgmt. Services, Inc.

ASSOCIATED INDUSTRIES

AT&T LATIN AMERICA

AT&T WIRELESS

AUTONATION USA

BANK ATLANTIC CENTER

BANK UNITED

BAPTIST HOSPITAL

BROWARD COLLEGE

BROWARD HEALTH

BROWARD SHERIFF

CBZ

CBS INTERACTIVE

CITIRIX

CITY CENTER

CLEVELAND CLINIC

ED MORSE OPERATIONS

FPL

FLORIDA ATLANTIC UNIVERSITY

FLORIDA INT'L UNIVERSITY

FLORIDA MARLINS

FLORIDA PANTHERS

JACKSON HEALTH SYSTEM

JARDEN CORP.

MEDICAL CONNECTIONS

MEMORIAL HEALTHCARE

MIAMI CHILDRENS HOSPITAL

MIAMI-DADE COUNTY

MIAMI DOLPHINS

MIAMI DADE GSA

MONROE COUNTY SHERIFF'S OFFICE

NATION SAFE DRIVERS

NCCI- Nat'l Council on Compensation Insurance

NEXTEL

PEDIATRIX

PINE CREST

PROMISE HEALTHCARE

RAIL AMERICA

REPUBLIC INDUSTRIES

RINKER MATERIALS

RITZ CARLTON

POWER 1

SACHS & SAX

SCHOOL BOARD OF DADE & BROWARD

SIEMENS

SENSORMATIC

SOUTH FLORIDA BUSINESS JOURNAL

STILES

SUFFOLK CONSTRUCTION

SUN-SENTINEL

SYSCO

TOYOTA

TREASURE COAST LEXUS

TYCO

ULTIMATE SOFTWARE

UNIVERSITY OF FLORIDA

UNIVERSITY OF MIAMI

UM-MILLER SCHOOL OF MEDICINE

U.S. SOUTHERN COMMAND

VETERANS HOSPITAL

# PRODUCT LINE

## MAIN FURNITURE MANUFACTURER'S:

- ADJUSTABLE SHELVING
- AIS
- ALLERMUI
- **AMCASE**
- ANDREU WORLD
- ARCADIA
- ALLSEATING
- AMERICAN SEATING
- ANDREU WORLD
- ARNOLD
- AURORA
- BERCO
- BERNHARDT
- BRETTFORD
- BRIGHT CHAIR
- BOSS
- CABOT WRENN
- **CABOT WRENN CARE**
- CAPE
- **CAROLINA**
- CHERRYMAN
- CHROMCRAFT
- CNN INTERNATIONAL
- **CF GROUP**
- **CRAMER**
- COMMUNITY
- CORRELL, INC
- COUNCIL
- CREATIVE WOOD
- DAN-RAN
- DAVID EDWARD
- DAVIS
- DAUPHIN
- **DWYER**
- EKO
- E2 WALLS
- ENWORK
- **ERGO CENTRIC**
- FIRST OFFICE
- FIXTURES
- **FOXXMAN**
- GHENT
- GLOBAL TOTAL OFFICE
- GLOBAL EVOLVE
- GROUP LACASSE
- HALCON
- HAMILTON SORTER
- HAWORTH
- HBF
- HIGHTOWER
- HON COMPANY
- HOWE
- HUMANSCALE
- INNOVANT
- INDIANA
- **INTENSA**
- INWOOD
- IZZY
- JOFCO
- KEILHAUER
- KI
- KRUG
- **LEGACY**
- **LA-Z-BOY**
- LOGIFLEX
- LOEWENSTEIN
- **NEMSCHOFF**
- **NEOCASE**
- NEVERS
- NIENKAMPER
- NOVA SOLUTIONS
- NUCRAFT
- OFS
- PAOLI
- **PETER PEPPER**
- **RIGHT ANGLE**
- SAFCO
- SIT-ON-IT SEATING
- SPEC
- ST. TIMOTHY CHAIR
- STYLEX
- SURFACE WORKS
- **SYMMETRY**
- THE MAYLINE GROUP
- THONET
- TOUHY
- **UNICELL**
- UNITED CHAIR
- VERSTEEL
- WADDELL
- WATSON / MAGNA
- **WIELAND**
- WORKRITE
- VIKING

OFFERS LEED CERTIFIED / GREENGUARD PRODUCTS  
HEALTHCARE



# M.W.F.V.B. CERTIFICATE

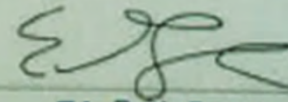
*State of Florida*

Woman Business Certification

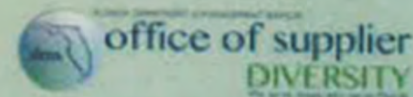
J.C. White Office Furniture

Is certified under the provisions of  
287 and 295.187, Florida Statutes, for a period from:

07/10/2017 to 07/10/2019



Erin Rock, Secretary  
Florida Department of Management Services



Office of Supplier Diversity • 4050 Esplanade Way, Suite 380 • Tallahassee, FL 32399 • 850-487-0915 • [www.dms.myflorida.com/osd](http://www.dms.myflorida.com/osd)



BEST  
IN CLASS

2017  
HAWORTH  
DEALER

jcwhite



# FSC CERTIFICATE

*SCS Global Services does hereby certify that an independent assessment has been conducted on behalf of:*

## Haworth, Inc.

1 Haworth Center, Holland, MI 49423, USA

**Haworth Big Rapids Components-** 1919 Industrial Drive, Big Rapids, MI 49307, USA

**Haworth High Point-** 1673 English Road, High Point, NC 27262, USA

**This certificate covers the production of office goods (furniture, chairs, and moveable walls) using the transfer and percentage systems. The certificate also covers a risk assessment for the control of wood sourced from Idaho and Montana in the United States, and British Columbia in Canada.**

The facility(s) are hereby Chain of Custody certified to sell products as:

### FSC Mix

The assessment has been conducted by Scientific Certification Systems (SCS) in accordance with the rules of the Forest Stewardship Council® A.C. (FSC).

FSC Standard: FSC-STD-40-004 V2-1, FSC-STD-40-003 V1, FSC-STD-40-005 V2-1

Certificate Code: SCS-COC-001218 Trademark License Code: FSC-C002821

Valid from 29 October, 2012 to 28 October, 2017

This certificate itself does not constitute evidence that a particular product supplied by the certificate holder is FSC-certified (or FSC Controlled Wood). Products offered, shipped or sold by the certificate holder can only be considered covered by the scope of this certificate when the required FSC claim is clearly stated on invoices and shipping documents. A list of products that are included in the scope of this certificate may be found at <http://info.fsc.org> or will be provided by SCS on request. The certificate shall remain the property of SCS, and this certificate and all copies or reproductions of this certificate shall be returned to SCS immediately upon request.

**SCS**global  
SERVICES



The mark of  
responsible forestry



Robert J. Hrubes, Ph.D., Executive Vice President  
SCS Global Services  
2000 Powell Street, Ste. 600, Emeryville, CA 94608 USA

Printed: 8 Nov, 2012



BEST  
IN CLASS

2017  
HAWORTH  
DEALER

jcwhite



# HAWORTH SUSTAINABILITY

## PEOPLE

### Wellness Principles (AP)

We focus on four key areas of wellness:

1. Physical Wellness – We ensure that work settings are designed to allow for standing and sitting, as well as promote movement and changing of postures throughout the workday.
2. Social Wellness – We ensure every office is peppered with a variety of settings that allow members to connect with each other in meaningful ways.
3. Career/Financial Wellness – We create positive experiences for our members and support various activities to help them achieve career growth.
4. Community Wellness – In spaces such as the Porter in Sydney, we create and support co-working communities, across a variety of companies and functions.

### Teach. Grow. Share. (NA)

Located at Haworth's global headquarters, the Member Garden provides member volunteers with a chance to teach each other new gardening techniques, grow relationships, and give back to the community. Throughout its fourth growing season, the Member Garden yielded more than 300 pounds of organic vegetables. The abundance was shared among volunteers, Haworth's resident chef, and a local nonprofit, the Center for Women in Transition.



### Recycling Benefits Local Organizations (NA)

While recycling used beverage containers is good for the environment, in the state of Michigan it also generates revenue. Anyone who recycles a used carbonated beverage container in Michigan earns 10 cents. In 2014, Haworth headquarters members donated more than 8,500 used bottles and cans, which yielded more than \$850 for three West Michigan nonprofit organizations:

- Big Brothers Big Sisters of the Lakeshore – Provides mentoring for local children
- Lakeshore Ethnic Diversity Alliance – Ensures all ethnic backgrounds are provided with equal access and opportunity
- The People Center – Provides shelter, food, and clothing to those in need

### Eliminating Autumn Olive (NA)

Fourteen members from across corporate headquarters teamed up for the Greater Ottawa County United Way 14th annual Day of Caring. Led by a local natural resources management supervisor, members helped eliminate Autumn Olive, an invasive plant species that dominates habitats, from a local park.

### Relief for Jammu and Kashmir (AP)

After a disastrous flood hit the states of Jammu and Kashmir, India, more than 72 members raised over 14,000 rupees (\$238 USD) for families in need.

### Gathering Strength From Deep Roots (AP)

To benefit local village communities and fellow members in Chennai, India, member volunteers developed a plan to plant 260 trees in the areas surrounding the Chennai factory. More than 180 trees were planted during the fourth quarter of 2014.



## PRODUCT

### UL GREENGUARD (Global)

Our global sustainability teams participate in quarterly and annual Underwriters Laboratories (UL) tests to ensure our products continue to meet the standards required by the GREENGUARD certification program. Our 2014 annual assessment featured Tibas and Intuity™ desking, which successfully passed all TVOC, Formaldehyde, and Total Aldehydes criteria. UL is the exclusive provider of the GREENGUARD certification.

### A New European Standard (EU)

The European Office Furniture Federation (FEMB) launched its new sustainability standard, level, at Orgatec 2014, Europe's largest contract furniture tradeshow. The new European sustainability certification considers the entire product lifecycle and is a reliable tool for customers who want to make informed purchase decisions based on the environmental and social impacts of certified furniture, from any country. The new standard also serves as an umbrella for the various European countries' systems.



Since the early phases of development, our European sustainability team has been actively involved in the creation of the standard. Our products, Comforto 89 task chair and Vados storage, were used in the pilot phase of testing. Both products achieved threshold 3, the best possible rating. FEMB plans to have the infrastructure necessary for the first official certifications by the end of 2015.

[Read More](#)

### Update: 100 Percent Sustainable Wood (Global)

In 2013, we announced our goal to source 100 percent of the wood used in Haworth casegoods, systems, tables, and storage products, globally, from sustainably managed forests by the end of 2015.

Throughout 2014, we diligently continued to increase the amount of wood purchased from sustainable sources that have been verified by third-party certifications, including nonprofit organizations such as the Forest Stewardship Council (FSC) and Programme for the Endorsement of Forest Certification (PEFC). We also continued to proactively engage our supply chain and urge them to become certified or expand their sustainable wood offering. Our Asia Pacific sector now offers HPL worktops as FSC certified (standard) to a global customer base, which has led to an increase in its sustainable wood share.

[Read More](#)

Our commitment to sustainable procurement has led to an increase of our sustainable wood purchasing in all three sectors.



### Update: 56 by 2014 (Global)

In 2014, we announced our goal to remove 56 chemicals of concern from our products, globally, by the end of 2015. The 56 chemicals were selected based on a review of common materials identified by customers, governments, or nongovernment organizations as potentially harmful to users' health or the environment.

After reviewing 98 percent of our supply chain, the North American sustainability team identified 74 projects containing a chemical of concern (e.g., PVC, hexavalent chrome, HCFCs, and polychloroprene). By the end of 2014, we successfully found new, healthier substitute materials for 11 projects, developed a plan of action for an additional 31 projects, and phased out four product variations. The remaining 28 projects will be addressed in 2015.

Our European team also worked with suppliers to identify and, if necessary, substitute chemicals of concern. To increase transparency, the team submitted requests for chemical declarations to hundreds of suppliers. The responses included statements regarding our chemicals of concern and the European Union's comprehensive REACH regulations for transparency on chemicals of concern.

[Read More](#)

In Asia Pacific, our team identified 55 projects that contained chemicals of concern. Throughout 2014, one material was replaced while 16 parts were moved from Hexavalent to Trivalent chrome, and three parts were moved from Hexavalent chrome to high polishing. The remaining 35 projects will be addressed in 2015.

As of December 2014, approximately 33 percent (target: 40 percent) of our global elimination projects have been either phased out product options or substituted with a cleaner material. We are pleased to have publicly declared our plan to remove these 56 chemicals of concern and lead the industry towards healthier products.





# HAWORTH SUSTAINABILITY

## ACCOUNTABILITY

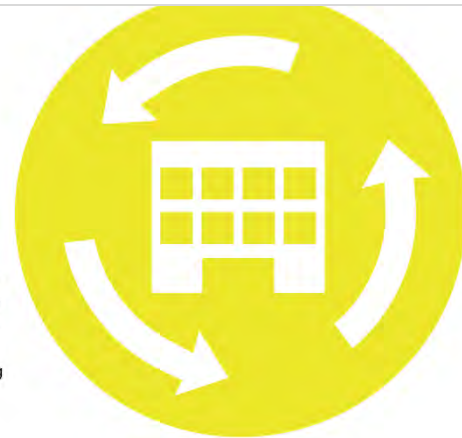
### Zero Waste to Landfill

We remain steadfast in our commitment to uphold and continuously improve our Zero Waste to Landfill (ZWTL) process. Immediately after achieving Zero Waste to Landfill status, the second stage of our zero-waste journey began. Waste-to-energy reduction goals were created and our global teams continue to work diligently to increase recycling rates, eliminate unnecessary materials, and source more recyclable resources.

At Haworth's global headquarters in Holland, Michigan, front office leadership and teams of volunteers drive the preservation of our ZWTL status while regular waste-to-energy audits provide data that helps us identify potential areas of improvement. Since 2010, our U.S. plants have reduced waste-to-energy quantities by nearly 40 percent.

In Europe, our team collects monthly and quarterly data to monitor the disposal routes of production waste. Since 2011, our sites in Germany and Switzerland have been leveraging wood chip waste as a renewable energy alternative for heating the plants. In 2014, our team in Switzerland reduced their wood waste-to-energy quantities by nearly 18 percent by replacing single-use wooden pallets with reusable EURO-pallets.

Our 19,000-square-meter steel and wood factory in Shanghai produces 11,000 parts every day; yet the plant maintains ZWTL status by recycling waste materials and practicing effective industrial symbiosis with suppliers. In Shanghai, member education is a vital aspect of sustaining ZWTL status. Team leaders continue to ensure all members understand the benefits of ZWTL through training courses, informational videos, and factory tours. The team also performs regular audits to gauge waste-to-energy reduction.



### Project Clarity

Haworth Chairman Emeritus Dick Haworth and the Haworth family donated 70.6 acres of farmland to the greater Holland and Zeeland, Michigan, communities. The contribution is a part of Project Clarity, a five-year, \$12-million community endeavor to reduce the phosphorus load to the Lake Macatawa Watershed by 70 percent.

The donated property, which is located directly south of our global headquarters, will be restored and converted into wetland. The plants native to wetland ecosystems help filter excess sediment, fertilizers, bacteria, and other pollutants, which reduce the flow of farmland and urban water run-off while still allowing agriculture businesses to be productive.

"Project Clarity has pulled a great team together, enabling us to identify the root causes of what it will take to create a healthier watershed for our community," said Dick Haworth.

The Haworth family joins the Outdoor Discovery Center Macatawa Greenway and more than 30 West Michigan organizations, businesses, and government agencies in this extraordinary effort to restore 700 miles of rivers, streams, and ditches that drain into Lake Macatawa.



### VOC and Hazardous Waste Reductions (Global)

By eliminating our solvent-based manufacturing processes, we have simultaneously reduced VOC air emission rates by 90 percent since 2005 and hazardous waste generation by 80 percent since 2007. Key steps in reduction include replacing the solvent-based adhesive line with a hot-melt adhesive system in our Holland, Michigan, panels plant (2012) and replacing the solvent-based spray paint system with a powder-coating process in our Holland, Michigan, steel plant (2013).

### Green Transportation (Global)

We are committed to increasing the efficiency of our global ground shipping. Through a 2014 North American business partnership with Zip Xpress, we have optimized 756 shipments, which saved more than 150,000 gallons of fuel and more than three million pounds of CO2. Additionally, sustainable packing materials such as recycled plastic bags and cardboard, as well as blankets, help reduce the global impact that our ground shipping process has on the environment.

## KNOWLEDGE



### UN Global Compact (Global)

For the fourth consecutive year, we have participated in the UN Global Compact, which supports human rights, labor rights, and environmental protection. Each year, we provide the UN with an annual report that summarizes our activities in support of the Compact. Ten principles, which address unethical business practices such as forced labor, bribery, and other human rights violations, align well with Haworth's values.

### Beyond Business As Usual (AP)

Our teams in Singapore, Hong Kong, and Shanghai sponsor and participate in "Beyond Business as Usual," a quarterly knowledge series that highlights important sustainability issues. Each session, featuring a global sustainability leader, entrepreneur, or policy maker, covers topics ranging from philanthropy and efficiency to value chains and risk.

### Wellness Series (AP)

Our people-centered, holistic approach to wellness has led our Asia Pacific sector to organize a wellness knowledge series. Each session, which is held in a Haworth showroom or client space, covers a different workplace wellness topic. The 2014 topics included: Trends in Workplace Wellness, How to Improve Your Health, Contributing Factors to Health Statistics in Asia, and Why Wellness Matters in Business. Sessions were well received and have inspired clients and members to make positive lifestyle changes.



### Experts in Sustainability (Global)

Each year, our global sustainability leadership shares their knowledge with captivated audiences around the world. Highlights from 2014 include:



**Green Building Summit:** European sustainability manager Bianca Doenicke shared her knowledge of sustainable workspaces at the 2014 Green Building Summit in Istanbul. The presentation accompanied a feature story in Box In A Box Idea Magazine, which successfully positioned Haworth as a sustainability leader in new markets.

**OFFICE NEXT MOSCOW:** Haworth sales member Claudia Michalke shared a presentation about sustainable workspaces at OFFICE NEXT MOSCOW, an international forum for office design, technology, and real estate.

**Tri-State Sustainability Symposium:** Global sustainability manager Steve Kooy moderated a panel discussion that highlighted industry trends toward creating healthy, beautiful, and sustainable commercial spaces.

**NeoCom:** At the contract furniture industry's largest conference, global sustainability manager Steve Kooy joined an esteemed panel of experts to discuss the environmental and public health impacts of flame retardant chemicals and future regulatory changes affecting the furniture industry.



BEST  
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2017  
HAWORTH  
DEALER

jcwhite



# HAWORTH WARRANTY

HAWORTH®

## Great Expectations

You have them. And so do we. That's why we back our products with a comprehensive warranty plan. At Haworth, **we value our customers**, and this is part of our pledge to be the best partner for your organization and to provide future assurance through integrated, adaptable products and sustainable environments.

### PRODUCT NON-OBSOLESCENCE AND WARRANTY POLICY

This North American Haworth Product Non-Obsolescence and Limited Warranty Policy (the "policy") applies to products manufactured after May 8, 2015. For products manufactured before this date please refer to the policy published in the NA Price List when purchased or contact your local Authorized Haworth Dealer. All Haworth products are warranted for 24 hour / 7 day use over the length of the Applicable Warranty Period as set forth below.

Haworth, Inc. or Haworth, Ltd., (each called "Haworth") will make a good faith effort to maintain product compatibility within our various generations of integrated product platforms to provide our customers with spaces that adapt to change. Under our non-obsolescence policy, we commit to provide our customers with products of comparable function or operational characteristics for a term equal to the Applicable Warranty Period. Haworth fabrics and finishes must be updated periodically to maintain the market appeal of our products and respond to the demands and changing preferences of our customers. As a result, we or the manufacturer may discontinue some fabrics and finishes before expiration of the Applicable Warranty Period. If a new product purchased or leased

from Haworth or from an Authorized Haworth Dealer proves to be defective (as defined below) while the product is still in the possession of the initial purchaser or lessee and if they, within the Applicable Warranty Period, inform Haworth of the defect by contacting the local Authorized Haworth Dealer, then, except as provided below, Haworth will, at Haworth's option, either repair or replace the product, at Haworth's expense, or refund the purchase price of the product. Except as provided below, a product shall be considered "defective" if Haworth finds that it is defective in material or workmanship and if the defect materially impairs the use of the product to the purchaser or lessee. The applicable warranty period begins on the day the product is manufactured. If a product that the purchaser or lessee references in a notice of defect was not installed by a Haworth Certified installer and/or reconfigured by a Haworth-trained installer, then the product may not be considered defective and Haworth will not be obligated to repair or replace it or to refund its price.

### PRODUCTS / APPLICABLE WARRANTY PERIOD

#### LIFETIME

All Haworth products are warranted for lifetime *except products, components and materials described below:*

#### TWELVE YEARS

All Haworth NA manufactured seating is warranted for 24/7 multiple shift use by persons up to 325 lbs and includes the framework, mechanisms, seating foam, seat & back mesh and seating glides & casters.

All wood or wood framed products.

#### TEN YEARS

All wall products (excluding soft close door mechanisms warranted for Two Years), electrical components (excluding Power Base™ AI, USB receptacles and workware products), electrical accessories, fixed task lighting (excluding LED lighting), adjustable keyboard pads, monitor arms and products that are at any time used in a classroom or educational environment (other than administration areas) except as limited or described below:

#### FIVE YEARS

Fabric scrims and fabrics rated Heavy Duty (A) under the Association of Contract Textiles Guidelines, leather, vertical use markerboard laminates, user-adjustable worksurface mechanisms, gel arm caps, thermofused laminates, slow close mechanisms, LED lighting, Power Base™ receptacles with USB charging outlets, electronic ballasts used in task lighting, horizontal glass or thermoplastic table assemblies and Systems Accessories.

#### THREE YEARS

Power Base AI Electrical products, workware™ products, Hoop products (excludes any warranty for surface damage such as scratches, dents or abrasions), plastic ultraviolet light color fastness and fabrics rated General Contract (a) under the Association of Contract Textiles Guidelines.

#### ONE TO FIVE YEARS\*\*

Products that are manufactured outside North America and sold into the North American market.

#### ONE YEAR

Horizontal use markerboard laminate, Openest™ Plume Screens, soft palm rest, mouse pad insert and translucent edging.

Haworth "Specials" products that involve simple modification of a standard based product will be warranted for the same period as the standard catalog product it is based on. Haworth "Specials" products that deviate from standard catalog product in the form of features, construction, function, or aesthetic will be warranted for 1 year.

All software is without warranty of any kind, either expressed or implied.

All service parts are warranted for two years or the remaining balance of the assembly's original warranty period, whichever is longer.

\* The Applicable Warranty Period for each such product is specified in Haworth's price list for the product.

A product will not be considered to be defective, and Haworth will not repair, or replace it or refund its price if the product (1) is a consumable product, such as a lamp; (2) is "Customer's Own Material" (i.e. material specified by the purchaser or lessee that is not a standard Haworth product offering, such as Haworth Alliance fabrics); (3) is not installed and used as recommended in Haworth's written specification, installation, care, maintenance and user guides; (4) has been otherwise misused or suffered abusive damage or (5) is a product that is manufactured by a third-party supplier from whom Haworth purchases it for resale without incorporating it into Haworth product (in which case Haworth will assign to the purchaser or lessee any warranty that the manufacturer provides), unless otherwise specified by Haworth in writing. At all times the Covered Product must have been located in a building that is (i) dry, fully closed-in and protected from the natural elements, and (ii) adequately heated, ventilated and air conditioned in order to maintain an internal temperature between 40°F and 90°F (4°C and 32°C) and relative humidity levels between 25% and 55%.

A defect in material or workmanship does not include damage to a product, or failure of a product to operate or perform properly or to maintain appearance, caused by (a) normal wear and tear; (b) an Act of God or transportation; (c) a product alteration made without Haworth's express written authorization; (d) the natural variation of color, grain or texture found in wood and leather; (e) the natural aging found in materials such as wood, fabric and leather which results in colors shifting during use; (f) dye lot variations in fabric, leather or wall covering (g) the natural patina of leather during use; (h) "puddling" of leather or faux leather; or (i) reverse crocking of dyes from clothing onto our seating materials.

EXCEPT AS STATED ABOVE, HAWORTH DOES NOT MAKE A WARRANTY AS TO ANY PRODUCT AND, IN PARTICULAR, DOES NOT MAKE A WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. Product repair or replacement or refund of the price, at Haworth's option, in accordance with this Policy, is the purchaser's or lessee's exclusive remedy for a product defect. Haworth shall not have tort liability with respect to a product, and Haworth shall not be liable for any consequential, economic, indirect, special, punitive or incidental damages arising from a product defect. Haworth shall not be liable for repair or product replacement due to improper installation or any defect in materials used for installation which are not manufactured, sold or supplied by Haworth.

Released May 8, 2015





Vanessa Camken, Account Executive  
3501 Commerce Parkway, Miramar FL 33025  
954.499.6677  
[www.jcwhite.com](http://www.jcwhite.com)






# AGENDA MEMORANDUM

**Meeting Date:** 08/10/2020

**To:** The Honorable Mayor and Members of the City Council

**From:** William Alonso, City Manager 

**Subject:** Discussion of a permanent memorial for former Councilman Jim Caudle

---

Staff requests discussion on a more permanent memorial to former Councilman Jim Caudle. As you know Councilman Caudle spent many years of service to this community, he was involved in Parks and recreation as well as out golf course.

Some of the ideas we have come up with include a street naming, naming the gym inside the community center, and naming some section of the golf course. We also discussed naming one of the three fields in the city but we understand that all of those are already named (Stafford Park, Prince Field, Peavey-Dove Park).

At a prior meeting, Council requested that staff communicate with Councilmembers to come up with different options for honoring Mr. Caudle, below are some ideas for Council to consider:

Councilwoman Mitchell: Naming part of Westward Dr between Apache and Chippewa “Jim Caudle Way”

Councilman Best: Renaming Prince Field “The James D. Caudle Sports Complex”

Also attached is an email we received from the Caudle family with two recommendations for Council.

## William Alonso

---

**From:** Jacob Caudle <jcaudle24@belenwolverines.org>  
**Sent:** Wednesday, July 29, 2020 3:09 PM  
**To:** Caudle, Chris; William Alonso; jgcaudle55@gmail.com  
**Subject:** Jim Caudle Memorial

Hi William,

I hope this email finds you well getting through these difficult times. As the August third council meeting approaches we wanted to reach out to the council and yourself with a few ideas for Jim's Memorial recognition. After speaking with several community leaders over the past few months Judy, the Caudle family and I would like to recommend the following two ideas as the most appropriate memorials of all the contributions that Jim made over his lifetime to the City of Miami Springs. Image 1 and 2 are renderings of the sign designating of the block of Westward drive that divides the rec center and Prince field, similar to the pastor Schmidt designation (see image below the sign. Image 3 is a render of his name on the side of the recreational center. Lastly, we're excited to inform you that we have created a foundation in Jim's name called the Coach Caudle Cares foundation. This foundation will contribute to the needs of this community and the health and well being of its residents through recreation.

Best regards,

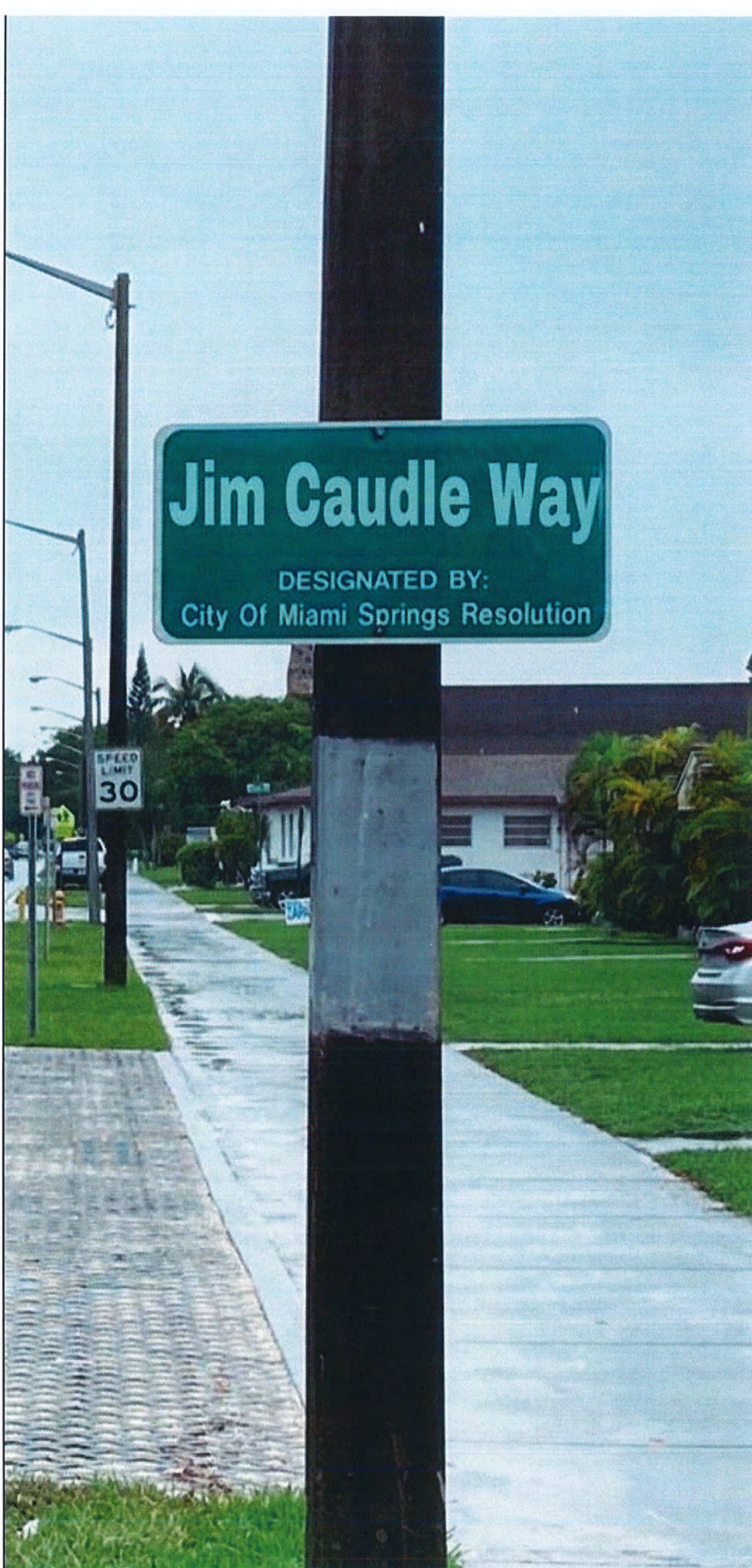
Jacob and Chris Caudle



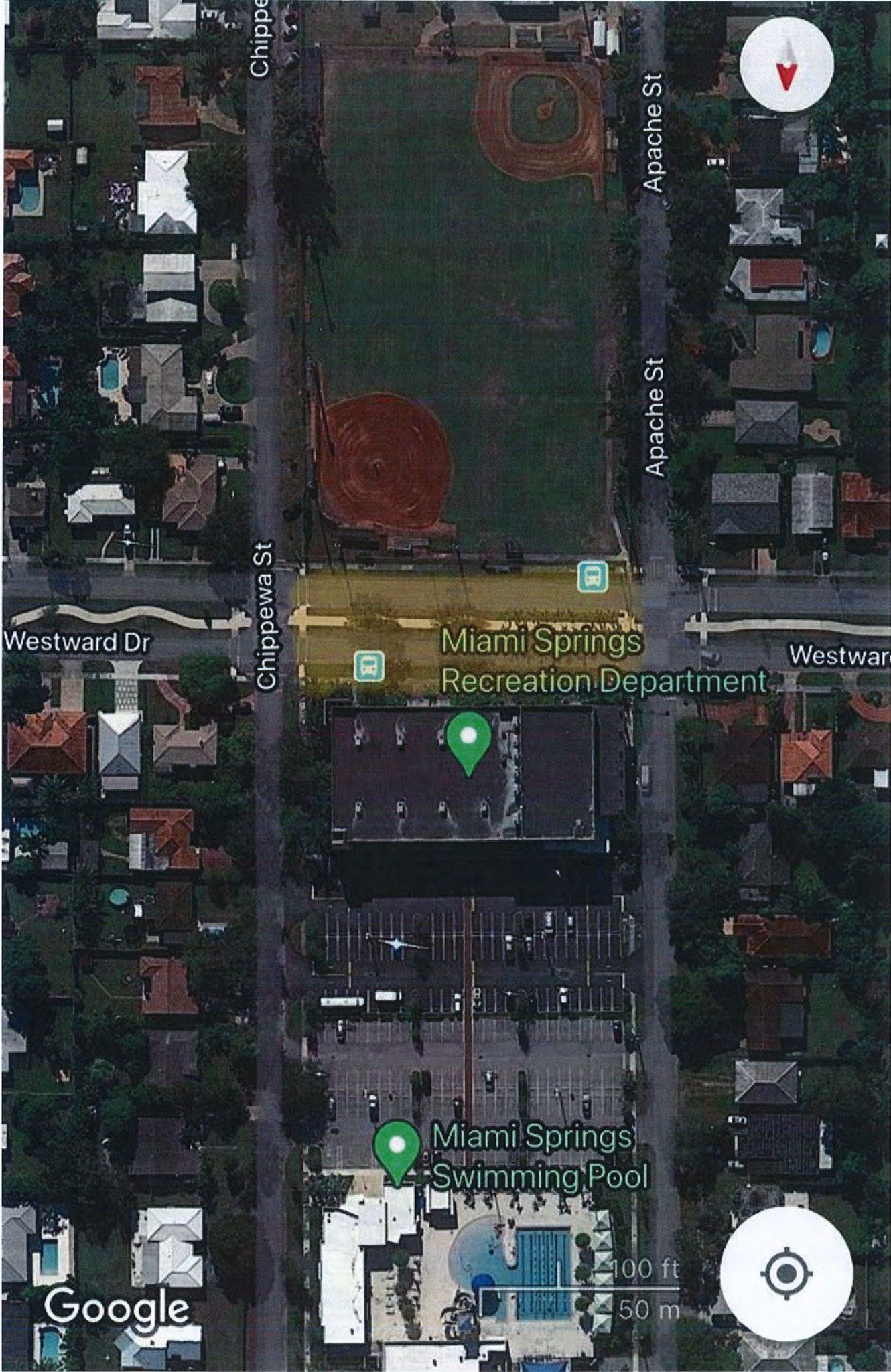
# Jim Caudle Way

DESIGNATED BY:  
City Of Miami Springs Resolution

SPEED  
LIMIT  
30







Chippewa St

Apache St

Apache St

Westward Dr

Chippewa St

Westward Dr

Miami Springs Recreation Department

Miami Springs Swimming Pool

100 ft  
50 m

Google



**Jim Cavdle  
Recreation Center**





**RESOLUTION NO. 2020-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT FOR THE REIMBURSEMENT OF EXPENSES INCURRED DUE TO THE NOVEL CORONAVIRUS DISEASE 2019 (COVID-19); PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on March 13, 2020, President Donald J. Trump issued a proclamation declaring a nationwide emergency due to the Novel Coronavirus Disease 2019 (“COVID-19”) pandemic, activating the Stafford Disaster Relief and Assistance Act, 42 U.S.C. 5121 et. seq. (the “Stafford Act”); and

**WHEREAS**, pursuant to the Stafford Act, local government expenses incurred in connection with emergency protective measures to respond to the COVID-19 pandemic at the direction or guidance of public health officials may be reimbursed under the Federal Emergency Management Agency’s (“FEMA”) Public Assistance Program; and

**WHEREAS**, on March 12, 2020, the Miami Dade County Mayor issued a Declaration of State of Emergency concerning COVID-19 and subsequently issued various emergency orders to mitigate and slow the spread of COVID-19, which the City of Miami Springs (the “City”) has enforced locally; and

**WHEREAS**, the City has closely tracked expenses and applied for reimbursement of eligible costs incurred by the City associated with the COVID-19 pandemic; and

**WHEREAS**, the City desires to enter into a Federally-Funded Subaward and Grant Agreement (the “Agreement”) with the Florida Department of Emergency Management (“FDEM”) for the reimbursement of eligible expenses related to the COVID-19 pandemic in substantially the form attached hereto as Exhibit “A”; and

**WHEREAS**, once executed, FEMA will issue amendments to the Agreement as reimbursement requests are submitted and approved; and

**WHEREAS**, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

**Section 2. Approval.** The City Council approves the Agreement with FDEM in substantially the form attached hereto as Exhibit "A."

**Section 3. Authorization.** The City Council hereby authorizes the City Manager to execute the Agreement with FDEM, in substantially the form attached hereto as Exhibit "A," and any subsequent amendments or related documents necessary to implement the Agreement, subject to the approval of the City Attorney as to form, content, and legal sufficiency.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by \_\_\_\_\_ who moved its adoption. The motion was seconded by \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Vice Mayor George Lob	
Councilman Bob Best	
Councilwoman Maria Puente Mitchell	_____
Councilman Jaime Petralanda	_____
Mayor Billy Bain	_____

PASSED AND ADOPTED this \_\_\_\_ day of August, 2020.

\_\_\_\_\_  
BILLY BAIN  
MAYOR

ATTEST:

\_\_\_\_\_  
ERIKA GONZALEZ-SANTAMARIA, MMC  
CITY CLERK



APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

---

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
CITY ATTORNEY

**Agreement Number:**

**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 agreement is made and information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	_____
Sub-Recipient's unique entity identifier:	_____
Federal Award Date:	<u>March 13, 2020</u>
Subaward Period of Performance Start and End Date (Cat A-B):	<u>01/20/2020 – Attachment B</u>
Subaward Period of Performance Start and End Date (Cat C-G):	<u>01/20/2020 – Attachment B</u>
Amount of Federal Funds Obligated by this Agreement:	_____
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	_____
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	_____
Federal award project description (see FFATA):	<u>Grant to eligible Sub-recipient as determined by FEMA</u>
Name of Federal awarding agency:	<u>Dept. of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)</u>
Name of pass-through entity:	<u>Florida Division of Emergency Management (FDEM)</u>
Contact information for the pass-through entity:	<u>2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.036 Public Assistance</u>
Indirect cost rate for the Federal award:	<u>See by 44 C.F.R. 207.5(b)(4)</u>

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

\_\_\_\_\_ (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 Sub-Recipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. 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;

D. The Division, as the pass-through entity and fiduciary of such Federal funding, reserves the right to demand that the Sub-Recipient comply with all applicable State and Federal laws, regulations and policies, terminate reimbursements and take any and all other actions it deems appropriate to protect those funds for which it is responsible, including debt collections; and

E. 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**

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." For this event, FEMA recognizes that noncompetitive procurements may be necessary to save lives, to protect property and public health, and to ensure public safety, as well as to lessen or avert the threat of a catastrophe. The President's unprecedented Nationwide Emergency Declaration and the Secretary of Health and Human Services' (HHS) declaration of a Public Health Emergency for COVID-19 establish that exigent and emergency circumstances currently exist.

a. For the duration of the Public Health Emergency, which began January 27, 2020 as determined by HHS, local governments, tribal governments, nonprofits, and other non-state entities may proceed with new and existing noncompetitively procured contracts in order to protect property and public health and safety, or to lessen or avert the threats created by emergency situations for 1) Emergency protective measures under FEMA's Public Assistance Program and 2) Use of FEMA non-disaster grant funds by non-state recipients and sub-recipients to respond to or address COVID-19. These noncompetitive contracts must comply with Federal guidance addressing exigency and emergency procurement.

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 to this Agreement ("Program Statutes and Regulations"). 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:

Kim Schoffel  
Title Program Supervisor  
Bureau of Recovery  
Florida Division of Emergency Management  
2555 Shumard Oak Blvd.  
Tallahassee, FL 32399-2100  
Telephone: (850) 815-4448  
Email: Kim.Schoffel@em.myflorida.com

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email. It is the Sub-Recipient's responsibility to authorize its users in the Recipient's grants management system. Only the Authorized or Primary Agents identified in Attachment D to this Agreement ("Designation of Authority") may authorize addition or removal of agency users.

**(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, 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 Attachment A to this Agreement (“Budget and Scope of Work”).

**(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE**

The Period of Agreement establishes a timeframe for all Sub-Recipient contractual obligations to be completed. This agreement will begin upon execution by both parties and shall end upon closeout of the Sub-Recipient’s account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods.

The Period of Performance is the timeframe 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 specified agreement period. The C.F.R. requirement is more restrictive and will take precedence over the State requirement. The period of performance for this agreement begins with the first day of the Incident Period for the disaster applicable to the agreement and **ends six (6) months from the date of declaration for Emergency Work (Categories A & B) or eighteen (18) months from the date of declaration for Permanent Work (Categories C-G)**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement or extended in accordance with Attachment G Paragraph 5. If any extension request is denied by the Recipient, or is not sought by the Sub-Recipient, reimbursement is only available for eligible project costs incurred up to the latest approved extension. Failure to complete a project is adequate cause for the termination of funding for that project and requires reimbursement to the Recipient of any and all project costs.

**(9) FUNDING**

a. This is a cost-reimbursement Agreement, subject to the availability of funds. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Sub-recipient for DR-4486.

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. Pursuant to section 252.37, Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon



a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. The affected Local government shall be required to provide one-half of the required match prior to receipt of such financial assistance.

d. The Executive Office of the Governor may approve a waiver, subject to the requirement for legislative notice and review under section 216.177, Florida Statutes, of all or a portion of the required match for public assistance projects for Local governments if the Executive Office of the Governor determines that such a match requirement cannot be provided, or that doing so would impose a documented hardship on the Local government, and if the Local government applies for the waiver within the first 18 months after the disaster is declared.

e. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient. The Recipient will provide funds on a cost reimbursement basis to the Sub-Recipient for eligible activities approved by the Recipient and the Federal Awarding Agency, as specified in Attachment A of this Agreement (“Budget and Scope of Work”), which also outlines the maximum reimbursement amount for each deliverable.

f. 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).” The Sub-Recipient must complete Attachment “D” by designating at least three agents to execute any Requests for Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient. Attachment D must be completed electronically and submitted via email to [rpa.help@em.myflorida.com](mailto:rpa.help@em.myflorida.com). After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

g. In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient’s agency, a designation of authority form will be needed to change contacts. NOTE: This is very important because if contacts are not updated, notifications made from the grants management system may not be received and could result in failure to meet time periods to appeal a Federal determination.

h. The Division will review all requests for reimbursement by comparing the documentation provided by the Sub-Recipient in the grants management system against a performance measure, outlined in Attachment A of this Agreement (“Budget and Scope of Work”), 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.

i. 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.”

j. 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 authorized by the Federal Awarding Agency, and 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 in affect at the time of the disaster event. 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.

k. 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 (at the time of the execution of this agreement: \$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.

l. 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.

m. 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 or 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 five (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 (five) 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 personal 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 Attachments A and B to this Agreement ("Budget and Scope of Work" and "Program Statutes and Regulations" respectively), 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 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 any applicable close-out reports. These reports shall include the current status and progress by the Sub-Recipient and, as applicable, 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>Reporting Time Period</b>	<b>Subgrantee Report Submittal Deadline</b>
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

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 closeout 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 Attachment A to this Agreement ("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 as required by the Federal Awarding Agency or the Division.

**(13) MONITORING**

a. The Division shall monitor the performance of the Sub-Recipient 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 ("Budget and Scope of Work") 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 reviews, 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 an 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. 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 as 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 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) days of providing 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) days 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"). For this event, FEMA recognizes that noncompetitive procurements may be necessary to save lives, to protect property and public health and to ensure public safety, as well as to lessen or avert the threat of a catastrophe." The President's unprecedented Nationwide Emergency Declaration and the Secretary of Health and Human Services' (HHS) declaration of a Public Health Emergency for COVID-19 establish that exigent and emergency circumstances currently exist. For the duration of the Public Health Emergency, which began January 27, 2020 as determined by HHS, local governments, tribal governments, nonprofits, and other non-state entities may proceed with new and existing noncompetitively procured contracts in order to protect property and public health and safety, or to lessen or avert the threats created by emergency situations for 1) Emergency protective measures under FEMA's Public Assistance Program and 2) Use of FEMA non-disaster grant funds by non-state recipients and sub-recipients to respond to or address COVID-19.

b. If the Sub-Recipient contracts with any contractor or vendor for performance of

any portion of the work required under this Agreement, the Sub-Recipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Sub-Recipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Sub-Recipient shall monitor and document, in the Attachment J of this Agreement (“Quarterly Report”), the contractor’s progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Sub-Recipient shall ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes.

e. The Sub-Recipient may request guidance concerning procurement activity from the Division, but shall also use its own judgment to determine compliance with all applicable rules and statutes.

### **(19) PAYMENTS**

a. Requests for Reimbursement (RFR) serve as invoices for the purposes of section 215.422, Florida Statutes and shall include the supporting documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final RFR shall be submitted within thirty (30) days after the expiration date of the agreement or completion of applicable Project, whichever occurs first.

b. Any advance payment made 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 unless otherwise governed by a program specific waiver. If an advance payment is requested, the budget data upon which the request is based, and a justification statement shall be submitted along with this agreement at the time of execution by completing Attachment H of this Agreement (“Justification of Advance Payment”). The request will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier within thirty (30) days, along with any interest earned on the advance. 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.

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.

## **(20) EXPEDITED PROJECTS**

The Division and the Federal Awarding Agency have established an Expedited Projects Program in order to help affected counties, municipalities, and private-non-profits recover from COVID-19. This program provides funding for 50% of the eligible scope of work for project versions of selected Expedited Category B projects. These amounts will be subject to the cost sharing requirements applicable for the disaster.

### **a. PROGRAM REQUIREMENTS**

Each eligible Sub-Recipient can request to include Category B: Emergency Protective Measures projects in this expedited program. The work claimed must have been performed during the Public Health Emergency.

FEMA makes the final eligibility determination regarding project work and costs under the Expedited Program. In order to be eligible for this funding, these projects must be a “large” project with eligible scope of work totaling \$131,100 or more.

### **b. FUNDING**

Funding will be provided at 50% of estimated costs incurred through an eligible scope of work for included projects, during the periods of performance. Any and all expedited projects will ultimately require a full validation through the grants management process for all costs incurred.

### **c. PARTICIPATION NOTIFICATION**

The Sub-Recipient is responsible for notifying the State Public Assistance Officer (SPAO) of its intent to participate in the program. The Sub-Recipient notifies the SPAO by submitting the notification of their intention to participate via email to [ExpeditedProjects@em.myflorida.com](mailto:ExpeditedProjects@em.myflorida.com) and the SPAO will then notify FEMA . Once that email correspondence is made, the project development will be tracked through Grants Portal and all payments will be made using the workflows in FDEM’s Grants Management System.

## **(21) REPAYMENTS**

a. All refunds or repayments due to the Division under this agreement are due no later than thirty (30) days from notification by the Division of funds due.

b. As a condition of funding under this Agreement, the Sub-Recipient agrees that the Recipient may withhold funds otherwise payable to the Sub-Recipient from any disbursement to the Recipient, by the Federal Awarding Agency or any other source, upon a determination by the Recipient or the Federal Awarding Agency that funds exceeding the eligible costs have been disbursed to the Sub-Recipient pursuant to this Agreement or any other funding agreement administered by the Recipient. The Sub-Recipient understands and agrees that the Recipient may offset any funds due and payable to the Sub-Recipient until the debt to the State is satisfied. In such event, the Recipient will notify the Sub-Recipient via the entry of notes in its grants management system.

c. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of “Division of Emergency Management”, must include the invoice number and the

applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

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

d. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, the 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 the 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 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 (5)-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 (5)-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 to the assigned grant manager) the completed Attachment C of this Agreement (“Certification Regarding Debarment”) for the Sub-Recipient and a screenshot reflecting such self-check via the Federal System for Award Management (SAM) clearinghouse through the website [www.sam.gov](http://www.sam.gov). Sub-Recipient shall also perform this check for any and all intended contractor or subcontractor which Sub-Recipient plans to fund under this Agreement. A screenshot of the clearinghouse results for each intended contractor or subcontractor should be maintained by the Sub-Recipient and provided to the Division upon request. The check must be completed before the Sub-Recipient enters into a contract covering the scope of work outlined in the PWs with any contractor or 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 unless otherwise governed by program specific waiver.

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. This provision is only applicable to subrecipients receiving a state cost share.

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," in accordance with its instructions.
- iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.
- 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) NONDISCRIMINATION BY CONTRACTORS**

Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, the Sub-Recipient must undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. The Sub-Recipient is also subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 C.F.R. § 17.

**(27) ASSURANCES**

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment E to this Agreement (“Statement of Assurances”).

**(28) DUPLICATION OF BENEFITS PROHIBITED**

a. The Sub-Recipient understands it may not receive funding under this Agreement to pay for damage covered by insurance, nor may the Sub-Recipient receive any other duplicate benefits from any source whatsoever.

b. The Sub-Recipient agrees to reimburse the Recipient if it receives any duplicate benefits, from any source, for any damage identified on the applicable Project Worksheets, for which the Sub-Recipient has received payment from the Recipient.

c. The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of the possible availability of, applies for, or receives funds, regardless of the source, which could reasonably be considered as duplicate benefits.

d. In the event the Recipient determines the Sub-Recipient has received duplicate



benefits, the Sub-Recipient gives the Grantee/ Recipient the express authority to offset the amount of any such duplicate benefits by withholding them from any other funds otherwise due and payable to the Sub-Recipient, and to use such remedies as may be available administratively or at law to recover such benefits.

**(29) 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 Project List
  - iii. Attachment B – Scope of Work, Deliverables, and Financial Consequences
  - iv. Attachment C – Certification Regarding Debarment
  - v. Attachment D – Designation of Authority
  - vi. Attachment E – Statement of Assurances
  - vii. Attachment F – Election to Participate in PA Alternative Procedures (PAAP)
  - viii. Attachment G – Public Assistance Program Guidance
  - ix. Attachment H – Federal Funding Accountability and Transparency Act (FFATA) Reporting
  - x. Attachment I – Mandatory Contract Provisions
  - xi. Attachment J – DHS OIG Audit Issues and Acknowledgement
  - xii. Attachment K – Justification for Advance Payment

Agreement Number:

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

**SUB-RECIPIENT:** \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

FEID# \_\_\_\_\_

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_  
Jared Moskowitz, Director

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

**EXHIBIT – 1**  
**FUNDING SOURCES**

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

Federal Program

Federal agency: Federal Emergency Management Agency: Public Assistance Program

Catalog of Federal Domestic Assistance: 97.036

Amount of Federal Funding: \$ \_\_\_\_\_

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

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- 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
- FEMA Public Assistance Program and Policy Guide, 2018 V3.1- effective for all emergencies and major disasters declared on or after August 23, 2017.
  - Link here: <https://www.fema.gov/media-library/assets/documents/111781>

Federal Program:

1. Sub-Recipient is to use funding to perform eligible activities in accordance with the Stafford Act, FEMA Public Assistance Program and Policy Guide, 2018 V3.1 and approved Project Worksheet(s) (PW). Eligible work is classified into the following categories:
  - Emergency Work**
  - Category A: Debris Removal
  - Category B: Emergency Protective Measures
  - Permanent Work**
  - Category C: Roads and Bridges
  - Category D: Water Control Facilities
  - Category E: Public Buildings and Contents
  - Category F: Public Utilities
  - Category G: Parks, Recreational, and other Facilities
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 Project List**

**Budget:**

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Emergency Management Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions thereof will increase or decrease the Budget of this Agreement. The PW(s) that have been obligated at the time of execution are:

DR-4486		Sub-Recipient: Miami Springs, City of									
PW #	Cat	Project Title	Federal Share	Fed %	State Share	State %	Local Share	Local %	Total Eligible Amount	POP Start Date	POP End Date
		<b>DR-4486 Total:</b>	<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		



## Attachment B

### SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

#### Scope of Work

FEMA has sole authority for determining eligibility of project activities and reasonableness of associated costs. The sub-recipient is required to complete all eligible Projects and submit appropriate supporting documentation for emergency protective measures, debris removal, repair or replacement of Disaster damaged facilities, as approved by FEMA.

When FEMA has obligated funding for a Sub-Recipient's PW, the Division notifies the Sub-Recipient with a copy of the PW (or P2 Report). A Sub-Recipient may receive more than one PW and each will contain a separate Project. Budget and Project List – Attachment A of this Agreement will be modified quarterly, as necessary, to incorporate new PWs or PW versions. **For the purpose of this Agreement, each Project will be monitored, completed and reimbursed independently of the other Projects which are made part of this Agreement.**

#### Incident End Date

As of 5/21/2020 the incident is ongoing. The parties hereby agree that the end date of the incident, as determined by FEMA at a future date, will be established as the end date for this incident. Any documents or memoranda issued by FEMA establishing the end date for this incident is hereby incorporated by reference, and the parties agree to include any such documents into this agreement without any need to execute an amendment to this agreement. The parties do not agree to change any other terms in this agreement without express written approval.

#### Deliverables

For the purposes of this agreement, each project will be a standalone deliverable but may be compensated incrementally based on the Sub-recipient's expenditures. The required performance level is satisfactory completion of the project as identified in the Scope of Work, the approved PW, and subsequent PW versions, if applicable.

#### **Large Project Deliverables**

Reimbursement requests will be submitted separately for each Large Project. Reimbursement for Large Project costs shall be based on the percentage of completion of the individual Project. Any request for reimbursement shall provide adequate, well organized and complete source documentation to support all costs related to the Project, and shall be clearly identified by the Project Number as generated by FEMA. Requests which do not conform will be returned to the Sub-Recipient prior to acceptance for payment.

Reimbursement up to 95% of the total eligible amount will be paid upon acceptance and is contingent upon:

- Timely submission of Quarterly Reports (due 15 days after end of each quarter).
- Timely submission of invoices (Requests for Reimbursement) and supported by documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final invoice shall be submitted within sixty (60) days after the expiration of the agreement or completion of the project, whichever occurs first. 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 7 of this agreement. Adjustments to the invoicing schedule must be approved in advance in writing by the Division Grant Manager.
- Timely submission of Request for Final Inspection (within ninety (90) days of project completion – for each project).
- Sub-Recipient shall include a sworn Affidavit or American Institute of Architects (AIA) forms G702 and G703, as required below.
  - A. Affidavit. The Sub-Recipient is required to submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the following:

the percentage of completion of the work that the reimbursement request represents, that disbursements or payments were made in accordance with all of the Agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

- o B. AIA Forms G702 and G703. For construction projects where an architectural, engineering or construction management firm provides construction administration services, the Sub-Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by the Division, signed by the contractor and inspection/certifying architect or engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by the Division.

Five percent (5%) of the total eligible amount (including Federal, State and Local shares) for each payment request will be retained until the final Request for Reimbursement (or backup for advance expenditure) has been verified as acceptable by the Division's Grant Manager, which must include dated certification that the Project is 100% complete. Further, all required documentation must be available in FDEM Grants Management System prior to release of the retained amount, to include permits, policies & procedures, procurement and insurance documents. At such time all required activities and documentation requirements have been verified as performed and met, the Sub-Recipient may request the total retained amount.

#### **Small Projects Deliverables**

Small projects will be paid upon obligation of the Project Worksheet and execution of the subgrant agreement. Sub-Recipient must initiate the Small Project Closeout in FDEM Grants Management System within thirty (30) days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into FDEM Grants Management System, selecting the Sub-Recipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to advance the form to the next queue for review.

#### **Financial Consequences:**

For any Project (PW) that the Sub-Recipient fails to complete in compliance with Federal, State and Local requirements, the Division shall withhold a portion of the funding up to the full amount.

2 CFR 200.338 and section 215.971, Florida Statutes, requires the Division, as the recipient of Federal funding, to apply financial consequences, including withholding a portion of funding up to the full amount in the event that the Sub-Recipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks. The Division shall apply the following financial consequences in these specifically identified events:

#### **Work performed outside the Period of Performance –**

Based on 2 C.F.R. Section 200.309, a Sub-Recipient may be reimbursed for eligible costs incurred for work performed within the period of performance. Costs incurred as a result of work performed outside of the period of performance will be deemed not allowable and ineligible for reimbursement by the Division.

If the Sub-Recipient does not anticipate finishing the work within the original period of performance, it must request a time extension and support that the work cannot be timely completed due to extenuating circumstances beyond the Sub-Recipient's control (Attachment G).

Additionally, if the project is not completed within the period of performance and a time extension request was not granted, the Division will coordinate with the Federal Awarding Agency to adjust the costs obligated amount to reflect the actual allowable costs incurred during the period of performance.

**Failure to submit quarterly reports timely** – Pursuant to 2 C.F.R. Section 328, the Division is responsible for oversight of the operations of the Federal award supported activities. Section 215.971, Florida Statutes provides the Division must monitor the activities performed under Federal awards to assure compliance with applicable Federal and State requirements and gain assurances that performance expectations are

being achieved. Paragraph (12) of the subgrant agreement requires the Sub-Recipient to submit a quarterly report that identifies the progress made on the project and will at a minimum include details regarding the status of all work in progress, work that has been completed, and work that has yet to begin. All work must be performed and completed in accordance with the Scope of Work. The report will also provide a detailed breakdown that supports the expenditure of funds under this Agreement, as well as any other information requested by the Division. These reports are due to the Division no later than 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. In the event that a Sub-Recipient fails to timely submit this report, the Division will enforce the following:

- Withhold 0.1 percent of the entire eligible amount obligated every day the report is late  
OR
- Withhold \$500.00, whichever is less.

The Division retains the right to impose financial consequences for instances of non-performance or non-compliance not specifically addressed in this section.

**Attachment C**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
and VOLUNTARY EXCLUSION**

With respect to any Sub-recipient of the State, which receives funds under this Agreement from the Federal government, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
  - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or
  - b) 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.

The Sub-recipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Sub-recipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Sub-recipient further understands that submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____	_____
By: _____	_____
Signature	Sub-Recipient's Name
_____	_____
Name and Title	DEM Contract Number
_____	_____
Street Address	
_____	
City, State, Zip	
_____	
Date	



## Attachment D

### DESIGNATION OF AUTHORITY

The **Designation of Authority Form** is submitted with each new disaster or emergency declaration to provide the authority for the Sub-Recipient's Primary Agent and Alternate Agent to access the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Designation of Authority Form is originally submitted as Attachment "D" to the PA Funding Agreement for each disaster or emergency declaration. Subsequently, the Primary or Alternate contact should review the agency contacts at least quarterly. The Authorized Representative can request a change in contacts via email to the State team; a note should be entered in FDEM Grants Management System if the list is correct. Contacts should be removed as soon as they separate, retire, or are reassigned by the Agency. A new form will only be needed if all authorized representatives have separated from your agency. Note that if a new Designation form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System as the contacts listed are replaced in the system, not supplemented. All users must log in on a monthly basis to keep their accounts from becoming locked.

#### Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day time period or their account will lock them out. In the event you try to log in and your account is locked, submit a ticket using the Access Request link on the home page.

The form is divided into twelve blocks; each block must be completed where appropriate.

**Block 1:** "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

**Block 2:** "Primary Agent" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Primary Agent is usually not the Authorized Agent but should be responsible for updating all internal stakeholders on all grant activities. (Only one Primary Agent is allowed, and this contact will have full access).

**Block 3:** "Alternate Agent" – This is the person designated by your organization to be available when the Primary is not. (Only one Alternate Agent is allowed, and this contact will have full access).

**Block 4, 5, and 6:** "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

**Block 7 – 12:** "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

**DESIGNATION OF AUTHORITY (AGENTS)  
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM  
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

**Sub-Grantee:**

**Box 1: Authorized Agent (Full Access)**

**Box 2: Primary Agent (Full Access)**

Agent's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Agent's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

**Box 3: Alternate Agent (Full Access)**

**Box 4: Other-Finance/Point of Contact (Full Access)**

Agent's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Official's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

**Box 5: Other-Risk Mgmt-Insurance (Full Access)**

**Box 6: Other-Environmental-Historic (Full Access)**

Agent's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Agent's Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

The above Primary and Alternate Agents are hereby authorized to execute and file an Application for Public Assistance on behalf of the Sub-grantee for the purpose of obtaining certain Grantee and Federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Sub-Grantee in all dealings with the State of Florida, Grantee, for all matters pertaining to such disaster assistance previously signed and executed by the Grantee and Sub-grantee. Additional contacts may be placed on page 2 of this document for read only access by the above Authorized Agents.

\_\_\_\_\_  
**Sub-Grantee Authorized Agent Signature**

\_\_\_\_\_  
**Date**

**DESIGNATION OF AUTHORITY (AGENTS)  
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM  
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

<b>Sub-Grantee:</b>		<b>Date:</b>	
<b>Box 7: Other</b> (Read Only Access)		<b>Box 8: Other</b> (Read Only Access)	
Agent's Name		Agent's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
<b>Box 9: Other</b> (Read Only Access)		<b>Box 10: Other</b> (Read Only Access)	
Agent's Name		Official's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
<b>Box 11: Other</b> (Read Only Access)		<b>Box 12: Other</b> (Read Only Access)	
Agent's Name		Agent's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
Sub-Grantee's Fiscal Year (FY) Start: <b>Month:</b>		<b>Day:</b>	
Sub-Grantee's Federal Employer's Identification Number (EIN)		-	
Sub-Grantee's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management			
Sub-Grantee's: FIPS Number (If Known)		- -	

**NOTE:** This form should be reviewed and necessary updates should be made each quarter to maintain efficient communication and continuity throughout staff turnover. Updates may be made by email to the state team assigned to your account. A new form will only be needed if all authorized representatives have separated from your agency. Be aware that submitting a new Designation of Authority affects the contacts that have been listed on previous Designation forms in that the information in FloridaPA.org will be updated and the contacts listed above will replace, not supplement, the contacts on the previous list.

## Attachment E

### STATEMENT OF ASSURANCES

- 1) The Sub-Recipient hereby certifies compliance with all Federal statutes, regulations, policies, guidelines, and requirements, including but not limited to OMB Circulars No. A-21, A-87, A-110, A-122, and A-128; E.O. 12372; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; that govern the application, acceptance and use of Federal funds for this Federally-assisted project.
- 2) Additionally, to the extent the following provisions apply to this Agreement, the Sub-Recipient assures and certifies that:
  - a. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Sub-Recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Sub-Recipient to act in connection with the application and to provide such additional information as may be required.
  - b. To the best of its knowledge and belief the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 C.F.R. § 206, and applicable FEMA policy documents.
  - c. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not, or will not, duplicate benefits available for the same loss from another source.
- 3) The Sub-Recipient further assures it will:
  - a. Have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed, and if not, it will request a waiver from the Governor to cover the cost.
  - b. Refrain from entering into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met, all contracts meet Federal, State, and Local regulations.
  - c. Provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications, and will furnish progress reports and such other information as the Federal grantor agency may need.
  - d. Cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be done to completion with reasonable diligence.
  - e. Not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is longer.
  - f. Provide without cost to the United States and the Grantee/Recipient all lands, easements and rights-of-way necessary for accomplishment of the approved work and will also hold and save the United States and the Grantee/Recipient free from damages due to the approved work or Federal funding.
  - g. Establish safeguards to prohibit employees from using their 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.



- h. Assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended, Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 by:
  - i. Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties; and,
  - ii. By complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
- i. Give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
- j. With respect to demolition activities:
  - i. 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;
  - ii. Return the property to its natural state as though no improvements had been contained thereon;
  - iii. Furnish documentation of all qualified personnel, licenses, and all equipment necessary to inspect buildings located in 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 appropriate County Health Department;
  - iv. Provide documentation of the inspection results for each structure to indicate safety hazards present, health hazards present, and/or hazardous materials present;
  - v. Provide supervision over contractors or employees employed by the Sub-Recipient to remove asbestos and lead from demolished or otherwise applicable structures;
  - vi. Leave the demolished site clean, level, and free of debris;
  - vii. Notify the Grantee/Recipient promptly of any unusual existing condition which hampers the contractors work;
  - viii. Obtain all required permits;
  - ix. 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, and provide documentation of such closures;
  - x. 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;
  - xi. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and the U.S. Environmental Protection Agency regulations. (This clause must be added to any subcontracts); and,
  - xii. Provide documentation of public notices for demolition activities.
- k. Require facilities to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified. The Sub-Recipient will be

responsible for conducting inspections to ensure compliance with these specifications by the contractor.

- l. Provide an Equal Employment Opportunity Program, if required to maintain one, where the application is for \$500,000<sup>00</sup> or more.
- m. Return overpaid funds within the forty-five (45) day requirement, and if unable to pay within the required time period, begin working with the Grantee/Recipient in good faith to agree upon a repayment date.
- n. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

4) The Sub-Recipient agrees it will comply with the:

- a. Requirements of all provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
- b. Provisions of Federal law found at 5 U.S.C. § 1501, et. seq. which limit certain political activities of employees of a State or Local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants.
- c. Provisions of 18 U.S.C. §§ 594, 598, and 600-605 relating to elections, relief appropriations, and employment, contributions, and solicitations.
- d. Minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
- e. Contract Work Hours and Safety Standards Act of 1962, 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.
- f. Federal Fair Labor Standards Act, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed workweek.
- g. Anti-Kickback Act of 1986, which outlaws and prescribes penalties for "kick-backs" of wages in Federally financed or assisted construction activities.
- h. Requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. It further agrees to ensure that the facilities under its ownership, lease or supervision which are utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- i. Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, which requires that on and after March 2, 1975, 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 that has been identified by the Secretary of the Department of Housing and Urban Development as an 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.

- j. Insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance. Note that FEMA provides a mechanism to modify this insurance requirement by filing a request for an insurance commissioner certification (ICC). The State's insurance commissioner cannot waive Federal insurance requirements but may certify the types and extent of insurance reasonable to protect against future loss to an insurable facility.
- k. Applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations, and assure the compliance of all its Sub-Recipients and contractors.
- l. Provisions of 28 C.F.R. applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
- m. Lead-Based Paint Poison Prevention Act which prohibits the use of lead-based paint in construction of rehabilitation or residential structures.
- n. Energy Policy and Conservation Act and the provisions of the State Energy Conservation Plan adopted pursuant thereto.
- o. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, or Victims of Crime Act (as appropriate); Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations; and Department of Justice regulations on disability discrimination, and assure the compliance of all its Sub-Recipients and contractors.
- p. Provisions of Section 311, P.L. 93-288, and with the Civil Rights Act of 1964 (P.L. 83-352) which, in Title VI of the Act, provides that no person in the United States of America, Grantees/Recipients shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-Recipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure 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.
- q. Provisions of Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of gender.
- r. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- s. Provisions of 523 and 527 of the Public Health Service Act of 1912 as amended, relating to confidentiality of alcohol and drug abuse patient records.

- t. Provisions of all appropriate environmental laws, including but not limited to:
  - i. The Clean Air Act of 1955, as amended;
  - ii. The Clean Water Act of 1977, as amended;
  - iii. The Endangered Species Act of 1973;
  - iv. The Intergovernmental Personnel Act of 1970;
  - v. Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969;
  - vi. The Wild and Scenic Rivers Act of 1968, related to protecting components or potential components of the national wild and scenic rivers system;
  - vii. The Fish and Wildlife Coordination Act of 1958;
  - viii. Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, regarding the protection of underground water sources;
  - ix. The provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 which prohibits the expenditure of newest Federal funds within the units of the Coastal Barrier Resources System.
- u. The provisions of all Executive Orders including but not limited to:
  - i. 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.
  - ii. EO 11514 (NEPA).
  - iii. EO 11738 (violating facilities).
  - iv. EO 11988 (Floodplain Management).
  - v. EO 11990 (Wetlands).
  - vi. EO 12898 (Environmental Justice).

For Grantees/Recipients other than individuals, the provisions of the DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988. This assurance is given in consideration of and for the purpose of obtaining Federal grants, loans, reimbursements, advances, contracts, property, discounts and/or other Federal financial assistance extended to the Sub-Recipient by FEMA. The Sub-Recipient understands that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that both the United States and the Grantee/Recipient have the joint and several right to seek judicial enforcement of this assurance. This assurance is binding on the Sub-Recipient, its successors, transferees, and assignees.

**FOR THE SUBGRANTEE/SUB-RECIPIENT:**

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Signature

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Printed Name and Title Date



# Public Assistance Alternative Procedures for Permanent Work Pilot (Version 4) FEMA Recovery Policy FP 104-009-7

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## BACKGROUND

Section 428 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, (Stafford Act)<sup>1</sup> authorizes FEMA to award Public Assistance (PA) funding based on fixed estimates. This version 4 of the *Public Assistance Alternative Procedures for Permanent Work Pilot* (Pilot) policy supersedes version 3 and the Alternative Procedures Project language in Chapter 2.VII.G of the *Public Assistance Program and Policy Guide*<sup>2</sup> (PAPPG). All other portions of the PAPPG apply except where specifically stated otherwise.

## PURPOSE

The purpose of this policy is to define the framework and requirements to ensure appropriate and consistent implementation.

## PRINCIPLES

- A. Increase flexibility in the administration of such assistance by allowing Applicants to use funds in a manner that best meets their specific needs for recovery, long-term resiliency, and future preparedness.
- B. Simplify the delivery of assistance and reduce administrative costs associated with PA projects.

## REQUIREMENTS

### A. FIXED-COST OFFER ACCEPTANCE

**Outcome:** Enable Applicants to drive their own recovery.

1. FEMA and the Recipient will work with the Applicant to formulate disaster-related damage into projects and reach agreement on the eligible scopes of work (SOW) for all Permanent Work projects. Once agreement is reached on the disaster-related damage and eligible SOW, FEMA or the Applicant will develop a cost estimate in accordance with Section G, *Cost Estimates*.
2. After the cost estimate is developed by FEMA or developed by the Applicant and validated by FEMA as being reasonable and eligible based on the work required to address the disaster-related damage, FEMA will transmit a fixed-cost offer via its Grants Manager/Portal to the Applicant for acceptance.

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<sup>1</sup> Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, *et seq.*, as amended.

<sup>2</sup> [www.fema.gov/media-library/assets/documents/111781](http://www.fema.gov/media-library/assets/documents/111781)

3. The total fixed-cost amount is established based on the aggregate of:
  - a. The estimated cost to restore disaster damaged facilities to pre-disaster design (size and capacity) and function in accordance with eligible codes and standards; and
  - b. The estimated cost for cost-effective hazard mitigation measures associated with the actual restoration SOW to be implemented.
4. If the Applicant accepts the fixed-cost offer for a Large Project, it is considered a Pilot Project and the Applicant will:
  - a. Not be required to rebuild the facilities back to what existed prior to the disaster.
  - b. Be allowed to share funds across all of its Pilot Projects.
  - c. Not be required to track costs to specific work items.
  - d. Not be required to track costs or work to specific Pilot Projects since funds can be shared across all of its Pilot Projects.
  - e. Be allowed to retain and use excess funds to reduce risk and improve future disaster operations (subject to timely closeout).
  - f. Be eligible for cost-effective hazard mitigation on replacement projects.

## **B. DEADLINES**

**Outcome:** Increase speed of recovery through timely agreement on fixed-cost offers.

1. Applicants have no more than 18 months from the disaster declaration date to:
  - a. Determine the actual SOW and hazard mitigation measures to be implemented; and
  - b. Accept a fixed-cost offer for each project (also subject to 30-day deadline from receipt, see B.2).
2. Each time FEMA transmits a fixed-cost offer, the Recipient and Applicant will have a combined total of 30 calendar days from the date of FEMA's transmittal of the fixed-cost offer to accept the offer (not to exceed the 18-month deadline). Any projects without accepted fixed-cost offers by the 30-day and 18-month deadlines will be processed using standard PA policies and procedures and funded in accordance with Title 44 Code of Federal Regulations §206.205.
3. Time extensions to accept fixed-cost offers must be approved by FEMA's Assistant Administrator for Recovery.

## **C. HAZARD MITIGATION**

**Outcome:** Promote resiliency through inclusion of hazard mitigation.

1. When the Applicant is restoring a facility to pre-disaster function, size, capacity, and location, FEMA evaluates the proposed hazard mitigation SOW and cost-effectiveness based on the criteria in Chapter 2.VII.C of the PAPPG.
2. When the Applicant is restoring the function, but changing the pre-disaster capacity of a facility (Improved Project), the proposed hazard mitigation SOW is developed based on the actual SOW to be implemented; however, the cost-effectiveness is evaluated based on the fixed-cost amount accepted for the pre-disaster restoration SOW. If the capacity is

increased, the proposed hazard mitigation SOW and cost is limited to the SOW and cost necessary to mitigate to the pre-disaster capacity of the damaged facility.

3. Applicants must complete the approved hazard mitigation in order to retain the fixed-cost amount accepted for hazard mitigation.

#### D. USE OF FUNDS

**Outcome:** Increase effectiveness of assistance through increased flexibility and expanded use of funds.

1. Applicants may use fixed-cost funds, including any excess funds across all Pilot Projects.
2. Applicants may request to use fixed-cost funds for any of the activities defined as eligible under the *Use of Fixed-Cost Funds* column in the table below. Once FEMA approves and the Applicant completes the SOW associated with these activities, the Applicant may use any excess funds for the expanded list of eligible activities listed under the *Use of Excess Funds* column.
3. Any excess funds remaining after the approved SOW is complete may be used for cost-effective activities that reduce the risk of future damage, hardship, or suffering from a major disaster, and activities that improve future PA operations or planning. The Applicant must submit a proposed SOW for use of any excess funds, along with a project timeline to the Recipient within 90 days of the date the last Alternative Procedures Project was completed. The Recipient must forward the request to FEMA within 180 days of date the last Alternative Procedures Project was completed. FEMA will evaluate the proposed use of excess funds for reasonableness to ensure prudent use of funds. FEMA will also evaluate the submitted project timeline and approve an appropriate deadline for project completion, not to exceed the overall disaster period of performance.
4. The following table lists examples of eligible and ineligible types of work and costs when using fixed-cost funds and excess funds.

<b>Type of Work or Cost (all work or costs listed must otherwise be eligible for PA)</b>	<b>Use of Fixed-Cost Funds</b>	<b>Use of Excess Funds</b>
Restoration of disaster-damaged facilities and equipment	Eligible	Eligible
Restoration of disaster-damaged facilities in undeclared areas within the same State or Tribal area	Ineligible	Eligible
Alternate Projects (e.g., purchasing equipment, constructing new facilities, improvements to undamaged facilities such as shelters and emergency operation centers) in declared areas	Eligible	Eligible
Cost-effective hazard mitigation measures for undamaged facilities	Ineligible	Eligible
Covering future insurance premiums, including meeting obtain and maintain (O&M) insurance requirements, on damaged or undamaged facilities	Ineligible	Eligible

Work on facilities that are ineligible due to a failure to meet previous O&M requirements	Ineligible	Ineligible
Conducting or participating in training for response or recovery activities, including Federal grants management or procurement courses	Ineligible	Eligible
Planning for future disaster response and recovery operations, such as developing or updating plans (e.g., Debris Management Plans, Hazard Mitigation Plans, Pre-disaster Recovery Plans, Emergency Management/Operation Plans), integrating these plans into other plans, preparedness activities, exercises, and outreach	Ineligible	Eligible
Salaries for PA or emergency management staff. This may include but is not limited to staff performing PA grant administration, monitoring, and closeout activities for other PA disaster grants, and staff developing or updating disaster plans	Ineligible	Eligible
Paying down debts	Ineligible	Ineligible
Covering operating expenses	Ineligible	Ineligible
Covering budget shortfalls	Ineligible	Ineligible
Covering the non-Federal cost share of FEMA projects or other Federal awards	Ineligible	Ineligible

## E. SCOPE OF WORK CHANGES

**Outcome:** Reduce administrative burden by simplifying requirements for changes to a SOW.

1. Once the SOW is approved and a fixed-cost offer is accepted:
  - a. The Applicant must notify FEMA prior to making SOW changes that involve:
    - i. Buildings or structures that are 45 years of age or older;
    - ii. Ground disturbing activities; or
    - iii. Work in or near waterways.
  - b. With exception of buildings or structures that are 45 years of age or older, the Applicant does not need to notify FEMA when it intends to make changes that substantially conform to the approved SOW. Changes that substantially conform include items, such as:
    - i. Substitutions in material type (e.g., pre-cast concrete vs. steel beam, stainless steel vs. galvanized fasteners); or
    - ii. Interior floor plan reconfigurations (e.g., adding, moving, or removing rooms/features).
  - c. If the Applicant wishes to change the SOW to the extent that it changes the hazard mitigation, such changes must be approved within the 18-month deadline and the fixed-cost offer amount will be adjusted to reflect the revised hazard mitigation SOW.



## F. ENVIRONMENTAL AND HISTORIC PRESERVATION

**Outcome:** Ensure all projects are compliant with environmental and historic preservation (EHP) laws, regulations, and executive orders.

1. FEMA will conduct EHP compliance reviews on the actual SOW to be implemented. EHP review needs to occur prior to FEMA approval and prior to the Applicant starting any work that has potential to impact the environment, historic properties, or archaeological resources. This includes, but is not limited to, demolition, site preparation, and ground disturbing activities.
2. The Applicant must comply with all applicable EHP laws, regulations, and Executive Orders in accordance with the FEMA Directive 108-1, *Environmental Planning and Historic Preservation Responsibilities and Program Requirements*, and accompanying Instruction. Non-compliance with EHP conditions and requirements may result in the deobligation of funds.

## G. COST ESTIMATES

**Outcome:** Develop fixed-costs based on accurate cost estimates.

1. FEMA or the Applicant may develop cost estimates as follows:
  - a. FEMA will prepare its estimates using the Cost Estimating Format (CEF) and will include the CEF contingency factor "Applicant Reserve for Change Orders."
  - b. Applicant-submitted estimates must comply with Chapter 3.II.D of the PAPPG. FEMA will evaluate Applicant-submitted estimates using the *Public Assistance: Reasonable Cost Evaluation Job Aid*. This Job Aid includes a checklist in Appendix A: *Validation of Applicant-Provided Cost Estimates*, which FEMA will use to review and validate cost estimates.
  - c. The estimate must be based on the current phase of design or construction inclusive of any known costs.
  - d. If eligible work has been completed at the time the cost estimate is developed that portion of the fixed amount will be based on the actual cost.
  - e. The cost estimate must include a reduction to account for any anticipated insurance proceeds based on the Applicant's insurance policy, or if known, the actual insurance proceeds.
2. A FEMA-funded, independent panel of cost estimating experts may review project estimates. The review will be limited to issues pertaining to the estimated cost and the panel will not make decisions related to the eligibility of work. However, it may make determinations about whether cost elements are required to execute the SOW. The panel may review cost documentation for completed work, if necessary.
  - a. FEMA may request the independent panel review for any cost estimate.
  - b. Applicants may request the panel review the estimate for any project with an estimated Federal share of at least \$5 million.
  - c. All project estimates with an estimated Federal share of \$25 million or greater will be reviewed by the independent panel.

- d. The panel will complete its review before FEMA transmits the fixed-cost offer.

## **H. INSURANCE**

**Outcome:** Ensure FEMA assistance does not duplicate insurance proceeds.

1. Fixed-cost amounts will be reduced to avoid duplication with insurance proceeds in accordance with Chapter 2.V.P.1 of the PAPPG. This includes any necessary adjustments at closeout.
2. All insurable facilities for which funds are used (including excess funds) are subject to O&M requirements in accordance with Chapter 2.VII.A of the PAPPG. If the Applicant does not comply with the O&M requirement, FEMA will deobligate the fixed amounts related to the non-compliance and the facilities for which the Applicant failed to comply will not be eligible for future PA funding.

## **I. CLOSEOUT REQUIREMENTS**

**Outcome:** Reduce the administrative costs associated with closeout by simplifying closeout documentation requirements and incentivize timely closeout.

1. Work must be completed by the end of the latest Pilot Project period of performance and the Recipient must certify that all incurred costs are associated with the approved SOW and that the Applicant completed all work in accordance with FEMA regulations and policies. The Recipient must submit its certification to FEMA within 180 days of the Applicant completing its last Pilot Project or the latest Pilot Project deadline, whichever occurs first, in order for the Applicant to retain and use any excess funds.
2. The closeout certification must include a final report of Pilot Project costs and documentation to support the following:
  - a. Summary of actual work completed;
  - b. Mitigation measures achieved, if applicable;
  - c. Compliance with EHP requirements;
  - d. Compliance with the O&M insurance requirement;
  - e. Summary of total actual costs to complete the Pilot Projects;
  - f. Compliance with Federal procurement procedures; and
  - g. Actual insurance proceeds received.
3. Applicants do not need to track costs to specific work items. Applicants only need to substantiate and certify that all claimed costs are related to the overall work deemed eligible for the Pilot Projects.
4. Applicants must comply with the requirements of 2 CFR Part 200, including document retention.

## **J. APPEALS**

FEMA will not consider appeals on a Pilot Project unless it is related to a cost adjustment made by FEMA after the fixed-cost offer is accepted (i.e., related to insurance, non-compliance, or an audit). Any disagreement on damage, SOW, or cost must be resolved

prior to accepting a fixed-cost offer. Additionally, time extension denials on a Pilot Project are not appealable.

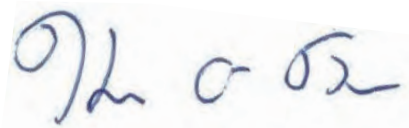
**K. AUDITS**

The U.S. Department of Homeland Security’s Office of Inspector General and the U.S. Government Accountability Office have authority to audit any project. Once the Applicant signs the fixed-cost offer, FEMA may still adjust funding due to audit findings.

**L. PILOT POLICY VERSUS STANDARD PA POLICY**

The following table summarizes the differences between the Alternative Procedures Pilot policy and the standard PA policy:

<b>Alternative Procedures Policy</b>	<b>Standard Policy</b>
Fixed-cost project with use of excess funds.	Actual cost project. No retention of excess funds associated with the approved estimate.
May use funds across all Pilot projects.	Can only use funds toward the specific work identified in each specific project.
After FEMA approves a SOW, approval is only required for changes that involve buildings or structures aged 45 years or older, ground disturbing activities, or work in or near water.	After FEMA approves a SOW, approval is required for any change to the SOW.
Do not need to track costs associated with changes to the SOW.	Must track costs associated with all changes to the SOW.
Do not need to track costs to specific work items. Only need to track the total costs associated with the Pilot Projects.	Must track costs specific to each work item within each individual project.
Do not need to track work to specific Pilot Projects. Only need to substantiate that the work is related to the approved SOW covered in the Pilot Projects.	Must track all work to each individual project.



\_\_\_\_\_  
 Keith Turi  
 Assistant Administrator, Recovery Directorate

\_\_\_\_\_  
 August 29, 2019  
 Date

## **ADDITIONAL INFORMATION**

### **REVIEW CYCLE**

This policy will be reviewed, reissued, revised or rescinded by the Assistant Administrator of Recovery within 4 years of the date of signature on this policy.

### **AUTHORITIES**

Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, *et seq.*, as amended.

### **QUESTIONS**

Direct questions to Tod Wells, Acting Director, Public Assistance Division, at [Tod.Wells@fema.dhs.gov](mailto:Tod.Wells@fema.dhs.gov).



## Attachment G

### PUBLIC ASSISTANCE PROGRAM GUIDANCE

#### 1. GRANTEE'S/RECIPIENT'S WEB-BASED PROJECT MANAGEMENT SYSTEM

Sub-Recipients must use the Grantee's/Recipient's web-based project management system, to access and exchange project information with the State throughout the project's life. This includes processing advances, reimbursement requests, quarterly reports, final inspection schedules, change requests, time extensions, and other services as identified in the Agreement. Training on this system will be supplied by the Recipient upon request by the Sub-Recipient. The Sub-Recipient is required to have working knowledge of the FDEM Grants Management System.

#### 2. PROJECT DOCUMENTATION

The Sub-Recipient must maintain all source documentation supporting the project costs. To facilitate closeout and audits, the Applicant should **file all documentation pertaining to each project with the corresponding PW as the permanent record of the project**. In order to validate Large Project Requests for Reimbursement (RFRs), all supporting documents should be uploaded to the FDEM Grants Management System website. Contact the grant manager with questions about how and where to upload documents, and for assistance linking common documents that apply to more than one (1) PW.

The Sub-Recipient must retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five (5) years from the date of the Sub-Recipient account closeout by FEMA.

The five (5) year period is extended if any litigation, claim or audit is started before the five (5) year period expires, and extends beyond the five (5) year period. The records must then be retained until all litigation, claims, or audit findings involving the records have been resolved.

Records for the disposition of non-expendable personal property valued at \$5,000<sup>00</sup> or more at the time it is acquired must be retained for five (5) years after final account closeout.

Records relating to the acquisition of real property must be retained for five (5) years after final account closeout.

#### 3. PROJECT AMENDMENTS

Project Amendments may be requested by the Sub-Grantee/Sub-Recipient, in FDEM Grants Management System, on both small and large projects, to:

- 1) New Time Extension;
  - a) Requests for Time Extensions within the Grantee/Sub-Recipient's authority
  - b) Requests for Time Extensions not within the Grantee/Sub-Recipient's authority
- 2) New Project Amendment;
  - a) Requests for Alternate Projects; and/or
  - b) Requests for Improved Projects; and/or
  - c) Requests for Mitigation Opportunities; and/or
  - d) Requests for Revised Scope of Work; and/or
  - e) Significant Cost Variance (>20%); and/or
  - f) Use of Eligible Excess Funds
- 3) New Project Appeal

- a) Applicant Appeal
  - i) Request First Appeal; and/or
  - ii) Request Second Appeal; and/or
  - iii) Request Appeal via Arbitration
- b) Project Appeal
  - i) Large Project Appeal
    - (1) Request First Appeal; and/or
    - (2) Request Second Appeal; and/or
    - (3) Request Appeal via Arbitration
  - ii) Small Project Appeal
    - (1) Small Project Netting

#### **4. PROJECT RECONCILIATION AND CLOSEOUT**

The purpose of closeout is for the Sub-Recipient to certify that all work has been completed. To ensure a timely closeout process, the Sub-Recipient should notify the Recipient within sixty (60) days of Project completion.

The Sub-Recipient should include the following information with its closeout request:

- Certification that project is complete;
- Date of project completion; and,
- Copies of any Recipient time extensions.

#### **Large Projects**

With exception of Fixed Cost Estimate Subawards, Alternate Projects and Improved Projects where final costs exceed FEMA's original approval, the final eligible amount for a Large Project is the actual documented cost of the completed, eligible SOW. Therefore, upon completion of each Large Project that FEMA obligated based on an estimated amount; the Sub-Recipient should provide the documentation to support the actual costs. If the actual costs significantly differ from the estimated amount, the Sub-Recipient should provide an explanation for the significant difference.

FEMA reviews the documentation and, if necessary, obligates additional funds or reduces funding based on actual costs to complete the eligible SOW. If the project included approved hazard mitigation measures; FEMA does not re-evaluate the cost-effectiveness of the HMP based on the final actual cost. If during the review, FEMA determines that the Sub-Recipient performed work that was not included in the approved SOW, FEMA will designate the project as an Improved Project, cap the funding at the original estimated amount, and review the additional SOW for EHP compliance.

For Fixed Cost Estimate Subawards, the Applicant must provide documentation to support that it used the funds in accordance with the eligibility criteria described in the PAPPG and guidance provided at <http://www.fema.gov/alternative-procedures> and in the referenced disaster specific guidance attached hereto.

Once FEMA completes the necessary review and funding adjustments, FEMA closes the project.

#### **Small Projects**

Once FEMA obligates a Small Project, FEMA does not adjust the approved amount of an individual Small Project. This applies even when FEMA obligates the PW based on an estimate and actual costs for

completing the eligible SOW differ from the estimated amount. FEMA only adjusts the approved amount on individual Small Projects if one of the following conditions applies:

- The Sub-Recipient did not complete the approved SOW;
- The Sub-Recipient requests additional funds related to an eligible change in SOW;
- The PW contains inadvertent errors or omissions; or,
- Actual insurance proceeds differ from the amount deducted in the PW.

In these cases, FEMA only adjusts the specific cost items affected.

If none of the above applies, the Sub-Recipient may request additional funding if the total actual cost of all of its Small Projects combined exceeds the total amount obligated for all of its Small Projects. In this case, the Sub-Recipient must request the additional funding through the appeal process, within sixty (60) days of completion of its last Small Project. FEMA refers to this as a net small project overrun appeal. The appeal must include actual cost documentation for all Small Projects that FEMA originally funded based on estimate amounts.

To ensure that all work has been performed within the scope of work specified on the Project Worksheets, the Recipient will conduct final inspections on Large Projects, and may, at its sole discretion, select one or more Small Projects to be inspected. Costs determined to be outside of the approved scope of work and/or outside of the approved performance period cannot be reimbursed.

For COVID-19 DR-4486, projects that are under \$131,100.00 are considered small projects. In coordination with FEMA, the Division will accept a self-certification of small projects in lieu of project documentation for permanent work projects (Categories C-G). The self-certification will require the applicant to certify that the damaged facility is eligible, the scope of work is eligible, and that the funds will be expended in accordance with State and Federal law. A copy of the self-certification is attached hereto.

This self-certification will be completed during project development in Grants Portal prior to obligation. Once the project is obligated, the Division will reimburse the project without a request for reimbursement. However, in order to close out the project, the applicant must provide before and after photos of the project.

## 5. TIME EXTENSIONS

FEMA only provides PA funding for work completed and costs incurred within regulatory deadlines. The deadline for **Emergency Work** is six (6) months from the declaration date. The deadline for **Permanent Work** is eighteen (18) months from the declaration date.

Deadlines for Completion of Work	
Type of Work	Months
Emergency Work	6
Permanent Work	18

If the Applicant determines it needs additional time to complete the project, including direct administrative tasks related to the project, it must submit a written request for a Time Extension to the Recipient with the following information:

- Documentation substantiating delays beyond its control;
- A detailed justification for the delay;
- Status of the work; and,
- The project timeline with the projected completion date.

Within its discretion, set out by 44 C.F.R. §206.204, the Division will grant a time extension for all emergency work, or Category A (debris removal) and B (emergency protective measures) work, by three (3) months. This extends the period of performance for all applicants designated for Category A and B work.

This time extension does not apply to Permanent Work projects. For Permanent Work projects, the applicant will need to submit a time extension request via the FDEM Grants Management System once the project is obligated by FEMA. If the Division grants the time extension request, the grant will be retroactive.

It may extend Emergency Work projects by six (6) months and Permanent Work projects by thirty (30) months. FEMA has authority to extend individual project deadlines beyond these timeframes if extenuating circumstances justify additional time. This applies to all projects with the exception of those projects for temporary facilities.

FEMA generally considers the following to be extenuating circumstances beyond the Applicant's control:

- Permitting or EHP compliance related delays due to other agencies involved
- Environmental limitations (such as short construction window)
- Inclement weather (site access prohibited or adverse impact on construction)

FEMA generally considers the following to be circumstances within the control of the Applicant and not justifiable for a time extension:

- Permitting or environmental delays due to Applicant delays in requesting permits
- Lack of funding
- Change in administration or cost accounting system
- Compilation of cost documentation

Although FEMA only provides PA funding for work performed on or before the approved deadline, the Applicant must still complete the approved SOW for funding to be eligible. FEMA de-obligates funding for any project that the Applicant does not complete. If the Applicant completes a portion of the approved SOW and the completed work is distinct from the uncompleted work, FEMA only de-obligates funding for the uncompleted work. For example, if one project includes funds for three facilities and the Applicant restores only two of the three facilities, FEMA only de-obligates the amount related to the facility that the Applicant did not restore.

Time Extension requests should be submitted prior to current approved deadline, be specific to one project, and include the following information with supporting documentation:

- Dates and provisions of all previous time extensions
- Construction timeline/project schedule in support of requested time
- Basis for time extension request:
  - Delay in obtaining permits
    - Permitting agencies involved and application dates
  - Environmental delays or limitations (e.g., short construction window, nesting seasons)
    - Dates of correspondence with various agencies
    - Specific details
- Inclement weather (prolonged severe weather conditions prohibited access to the area, or adversely impacted construction)
  - Specific details
- Other reason for delay
  - Specific details

Submission of a Time Extension request does not automatically grant an extension to the period of performance. Without an approved Time Extension from the State of FEMA (as applicable), any expenses incurred outside the P.O.P. are ineligible.

## **6. INSURANCE**

The Sub-Recipient understands and agrees that disaster funding for insurable facilities provided by FEMA is intended to supplement, not replace, financial assistance from insurance coverage and/or other sources. Actual or anticipated insurance proceeds must be deducted from all applicable FEMA Public Assistance grants in order to avoid a duplication of benefits. The Sub-Recipient further understands and agrees that if Public Assistance funding is obligated for work that is subsequently determined to be covered by

insurance and/or other sources of funding, FEMA must de-obligate the funds per Stafford Act Sections 101 (b)(4) and 312 (c).

As a condition of funding under this Agreement, pursuant to 44 C.F.R. §§ 206.252-253, for damaged facilities, the Sub-Recipient understands it must, and it agrees to, maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is lesser. Except that the Recipient acknowledges FEMA does not require insurance to be obtained and maintained for projects where the total eligible damage is less than \$5,000<sup>00</sup>.

In addition to the preceding requirements, the Sub-Recipient understands it is required to obtain and maintain insurance on certain permanent work projects in order to be eligible for Public Assistance funding in future disasters pursuant to § 311 of the Stafford Act. As stated in the Stafford Act, "Such coverage must at a minimum be in the amount of the eligible project costs." Further, the Stafford Act, requires a Sub-Recipient to purchase and maintain insurance, where that insurance is "reasonably available, adequate or necessary to protect against future loss" to an insurable facility as a condition for receiving disaster assistance funding. The Public Assistance Program and Policy Guide further states, "If the Applicant does not comply with the requirement to obtain and maintain insurance, FEMA will deny or de-obligate PA funds from the current disaster." If the State Insurance Commissioner certifies that the type and extent of insurance is not "reasonably available, adequate or necessary to protect against future loss" to an insurable facility, the Regional Administrator may modify or waive the requirement in conformity with the certification.

The Sub-Recipient understands and agrees it is responsible for being aware of, and complying with, all insurance considerations contained in the Stafford Act and in 44 C.F.R. §§ 206.252-253.

The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. The Sub-recipient further agrees to provide all pertinent insurance information, including but not limited to copies of all policies, declarations pages, insuring agreements, conditions, and exclusions, Statement of Loss, and Statement of Values for each insured damaged facility.

The Sub-Recipient understands and agrees that it is required to pursue payment under its insurance policies to the best of its ability to maximize potential coverage available.

## **7. COMPLIANCE WITH PLANNING/PERMITTING REGULATIONS AND LAWS**

The Sub-Recipient is responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Recipient, and in accordance with applicable Local, State, and Federal legal requirements.

If applicable, the contract documents for any project undertaken by the Sub-grantee/Sub-Recipient, and any land use permitted by or engaged in by the Sub-grantee/Sub-Recipient, must be consistent with the local government comprehensive plan.

The Sub-Recipient must ensure that any development or development order complies with all applicable planning, permitting, and building requirements including, but not limited to, the National Environmental Policy Act and the National Historic Preservation Act.

The Sub-Recipient must engage such competent, properly licensed, engineering, environmental, archeological, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

## **8. FUNDING FOR LARGE PROJECTS**

Although Large Project payment must be based on documented actual costs, most Large Projects are initially approved based on estimated costs. Funds are made available to the Sub-Recipient when work is in progress and funds have been expended with documentation of costs available. When all work associated with the project is complete, the State will perform a reconciliation of all costs and will transmit the information to FEMA for its consideration for final funding adjustments (See Closeouts).

The submission from the Sub-Recipient requesting this reimbursement must include:



- a) A Request for Reimbursement (available in the FDEM Grants Management System);
- b) A Summary of Documentation (SOD) which is titled Reimbursement Detail Report in the FDEM Grants Management System and is automatically created when the Request for Reimbursement is submitted (and is supported by copies of original documents such as, but not limited to, contract documents, insurance policies, payroll records, daily work logs, invoices, purchase orders, and change orders); and,
- c) The FDEM Cost Claim Summary Workbook (found in the Forms section of the FDEM Grants Management System), along with copies of original documents such as contract documents, invoices, change orders, canceled checks (or other proof of expenditure), purchase orders, etc.

## **9. ADVANCES**

1. For a Federally funded contract, any advance payment is also subject to 2 C.F.R., Federal OMB Circulars A-87, A-110, A-122, and the Cash Management Improvement Act of 1990.
2. All advances must be held in an interest-bearing account with the interest being remitted to the Recipient as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.
3. In order to prepare a Request for Advance (RFA) the Sub-Recipient must certify to the Recipient that it has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay. The Sub-Recipient must prepare and submit a budget that contains a timeline projecting future payment schedules through project completion.
4. A separate RFA must be completed for each Project Worksheet to be included in the Advance Funding Payment.
5. The Sub-Recipient must complete a Request for Reimbursement (RFR) via the FDEM Grants Management System no more than ninety (90) days after receiving its Advance Payment for a specific project. The RFR must account for all expenditures incurred while performing eligible work documented in the applicable Project Worksheet for which the Advance was received.
6. If a reimbursement has been paid prior to the submittal of a request for an advance payment, an Advance cannot be accepted for processing.
7. The Recipient may advance funds to the Sub-Recipient, not exceeding the Federal share, only if the Sub-Recipient meets the following conditions:
  - a) The Sub-Recipient must certify to the Recipient that Sub-Recipient has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;
  - b) The Sub-Recipient must submit to the Recipient the budget supporting the request.
8. The Sub-Recipient must submit a statement justifying the advance and the proposed use of the funds, which also specifies the amount of funds requested and certifies that the advanced funds will be expended no more than ninety (90) days after receipt of the Advance;
9. The Recipient may, in its sole discretion, withhold a portion of the Federal and/or nonfederal share of funding under this Agreement from the Sub-Recipient if the Recipient reasonably expects that the Sub-Recipient cannot meet the projected budgeted timeline or that there may be a subsequent determination by FEMA that a previous disbursement of funds under this or any other Agreement with the Sub-Recipient was improper.

Payments under the Public Assistance Alternative Procedures Program (PAAP) are paid as an Advance Payment only if permissible in accordance with 2 C.F.R. § 200.305(b). Advance payments are only permissible if in compliance with 2 C.F.R. § 200.305(b), and PAAP projects are no exception.

## **10. DESIGNATION OF AGENT**

The Sub-Recipient must complete Attachment D by designating at least three (3) agents to execute any Requests for Advance or Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient.

After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient's agency, a designation of authority form will be needed to change contacts.

***NOTE: This is very important because if contacts are not updated, notifications made from FDEM Grants Management System may not be received and could result in failure to meet time periods to appeal a Federal determination.***

## **11. DUNS Q&A**

### **What is a DUNS number?**

The Data Universal Numbering System (DUNS) number is a unique nine-digit identification number provided by Dun & Bradstreet (D&B). The DUNS number is site specific. Therefore, each distinct physical location of an entity such as branches, divisions and headquarters, may be assigned a DUNS number.

### **Who needs a DUNS number?**

Any *institution* that wants to submit a grant application to the Federal government. Individual researchers do not need a DUNS number if they are submitting their application through a research organization.

### **How do I get a DUNS number?**

Dun & Bradstreet have designated a special phone number for Federal grant and cooperative agreement applicants/prospective applicants. Call the number below between 8 a.m. and 5 p.m., local time in the 48 contiguous states and speak to a D&B representative. This process will take approximately 5 – 10 minutes and you will receive your DUNS number at the conclusion of the call.

1-866-705-5711

### **What do I need before I request a DUNS number?**

Before you call D&B, you will need the following pieces of information:

- Legal Name
- Headquarters name and address for your organization
- Doing business as (dba) or other name by which your organization is commonly recognized
- Physical address
- Mailing address (if separate from headquarters and/or physical address)
- Telephone number
- Contact name and title
- Number of employees at your physical location

### **How much does a DUNS number cost?**

There is no charge to obtain a DUNS number.

### **Why does my institution need a DUNS number?**

New regulations taking affect Oct. 1, 2003 mandate that a DUNS number be provided on all Federal grant and cooperative agreement applications. The DUNS number will offer a way for the Federal government to better match information across all agencies.

**How do I see if my institution already has a DUNS number?**

Call the toll-free number above and indicate that you are a Federal grant and/or cooperative agreement applicant. D&B will tell you if your organization already has a number assigned. If not, they will ask if you wish to obtain one.

**Should we use the +4 extension to the DUNS number?**

Although D&B provides the ability to use a 4-digit extension to the DUNS number, neither D&B nor the Federal government assign any importance to the extension. Benefits, if any, derived from the extension will be at your institution only.

**Is there anything special that we should do for multi-campus systems?**

Multi-campus systems can use what is called a parent DUNS number to aggregate information for the system as a whole. The main campus will need to be assigned a DUNS number. Then each satellite campus will need to reference the main campus DUNS number as their parent DUNS when obtaining their own DUNS number. For NIH grantees, if each campus submits grant applications as a unique grantee organization, then each campus needs to obtain their own DUNS number.

**What should we do if our institution has more than 1 DUNS number?**

Your institution will need to decide which DUNS number to use for grant application purposes and use only that number.

**Are there any exceptions to the new DUNS number rules?**

Individuals who would personally receive a grant or cooperative agreement award from the Federal government apart from any business or non-profit organization they may operate are exempt from this requirement.

**Who at my institution is responsible for requesting a DUNS number?**

This will vary from institution to institution. This should be done by someone knowledgeable about the entire structure of your institution and who has the authority to make such decisions. Typically, this request would come from the finance/accounting department or some other department that conducts business with a large cross section of the institution.

**We are an organization new to Federal grant funding so we obviously need a DUNS number. But we don't want to be included in any marketing list. What can we do?**

Inclusion on a D&B marketing list is optional. If you do not want your name/organization included on this marketing list, request to be de-listed from D&B's marketing file when you are speaking with a D&B representative during your DUNS number telephone application.

**Who do we contact if we have questions?**

If you have questions about applying for a DUNS number, contact the Dun & Bradstreet special phone number 1-866-705-5771. If you have questions concerning this new Federal-wide requirement, contact Sandra Swab, Office of Federal Financial Management, 202-395-3993 or via e-mail at [sswab@omb.eop.gov](mailto:sswab@omb.eop.gov).

**12. Substitute Form W-9**

For the purpose of this Agreement, a Sub-Recipient is also a Vendor.

The State of Florida requires vendors doing business with the State to submit a Substitute Form W-9. The purpose of a Form W-9 is to provide a Federal Taxpayer Identification Number (TIN), official entity name, a business designation (sole proprietorship, corporation, partnership, etc.), and other taxpayer information to the State. Submission of a Form W-9 ensures that the State's vendor records and Form 1099 reporting

are accurate. Due to specific State of Florida requirements, the State will not accept the Internal Revenue Service Form W-9.

Effective March 5, 2012, State of Florida agencies will not be permitted to place orders for goods and services **or make payments to any vendor that does not have a verified Substitute W-9 on file** with the Department of Financial Services. Vendors are required to register and submit a Form W-9 on the State's Vendor Website at <https://flvendor.myfloridacfo.com>.

### **13. Small, Women Owned and Minority Owned Businesses**

2 CFR 200.321 requires a non-Federal entity take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) 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;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) 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
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Attachment H

**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)  
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 Subaward 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 subawards 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 subaward (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 #: \_\_\_\_\_

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ \_\_\_\_\_

OBLIGATION/ACTION DATE: \_\_\_\_\_

SUBAWARD DATE (if applicable): \_\_\_\_\_

DUNS#: \_\_\_\_\_

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)

Complete eligible Projects for repair or replacement of Disaster damaged facilities.

**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; AND, (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 \_\_\_\_\_)

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

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

SIGNATURE: \_\_\_\_\_

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

DATE: \_\_\_\_\_



# CONTRACT PROVISIONS TEMPLATE

## **FEMA Office of Chief Counsel**

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Procurement Disaster Assistance Team

## INTRODUCTION

If a non-Federal entity (state or non-state) wants to use federal funds to pay or reimburse their expenses for equipment or services under a contract, that contract **must** contain the applicable clauses described in [Appendix II to the Uniform Rules](#) (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) under 2 C.F.R. § 200.326. In addition, there are certain contract clauses which are recommended by FEMA.

**This document outlines the federally required contract provisions in addition to FEMA-recommended provisions.**

- For some of the required clauses, sample language or references to find sample language are provided.
- Sample language for certain required clauses (remedies, termination for cause and convenience, changes) is not provided since these must be drafted in accordance with the non-Federal entity's applicable local laws and procedures.
- For the clauses which require that exact language be included, the required language is provided. Those clauses are specifically identified below.

**Please note that the non-Federal entity alone is responsible for ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II.**

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## Required Contract Provisions: Quick Reference Guide

KEY	
Required/Recommended Provision	<input type="checkbox"/>
Required/Recommended Provision and Required Exact Language	<input type="checkbox"/>
Not Required for PA Awards (Grants)	<input type="checkbox"/>

	Required Provision	Contract Criteria	Sample Language?
1.	Legal/contractual/administrative remedies for breach of contract	> Simplified Acquisition Threshold (\$250k)	No. It is based on applicant's procedures.
2.	Termination for cause or convenience	> \$10k	No. It is based on applicant's procedures.
3.	Equal Employment Opportunity	Construction work	Yes. 41 CFR Part 60-1.4(b)
4.	Davis Bacon Act	Construction work	<b>Not applicable to PA grants</b>
5.	Copeland Anti-Kickback Act	Construction work > \$2k	<b>Not applicable to PA grants</b>
6.	Contract Work Hours and Safety Standards Act	> \$100k + mechanics or laborers	Yes. 29 CFR 5.5(b)
7.	Rights to inventions made under a contract or agreement	Funding agreement	<b>Not applicable to PA grants</b>
8.	Clean Air Act and Federal Water Pollution Control Act	>\$150k	Yes
9.	Debarment and Suspension	All	Yes
10.	Byrd Anti-Lobbying Amendment	All (>\$100k: Certification)	Yes. Clause and certification
11.	Procurement of Recovered Materials	Applicant is a state or political subdivision of a state. Work involves the use of materials.	Yes

## Recommended Contract Provisions: Quick Reference Guide

	Recommended Provision	Contract Criteria	Sample Language?
1.	Access to Records	All	Yes
2.	Contract Changes or Modifications	All	No. It depends on nature of contract and end-item procured.
3.	DHS Seal, Logo, and Flags	All	Yes
4.	Compliance with Federal Law, Regulations and Executive Orders	All	Yes
5.	No Obligation by Federal Government	All	Yes
6.	Program Fraud and False or Fraudulent Statements or Related Acts	All	Yes

## REQUIRED CONTRACT PROVISIONS

### 1. REMEDIES

- a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

### 2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

### 3. EQUAL EMPLOYMENT OPPORTUNITY

**If applicable, exact language below in subsection 3.d is required.**

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

- i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

**(1)** 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.

**(2)** 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

**(3)** 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.

**(4)** 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.

**(5)** 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.

**(6)** 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.

**(7)** 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.

**(8)** 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.

The applicant 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.

The applicant 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.

The applicant 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 applicant 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 applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### 4. DAVIS-BACON ACT

- a. **Standard.** 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.
- b. **Applicability.** The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- c. **Requirements.** If applicable, the non-federal entity must do the following:
  - i. 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.
  - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. 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 Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- iii. 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”).

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are 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.
- c. Additionally, contractors are required to pay wages not less than once a week.

## **5. COPELAND ANTI-KICKBACK ACT**

- a. Standard. Recipient and subrecipient contracts must 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”).

- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. **It DOES NOT apply to the FEMA Public Assistance Program.**
  
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland “Anti-Kickback” Act.

- a. 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.
  
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as 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.
  
- c. 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.”

## 6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

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

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.



**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

**(3) Withholding for unpaid wages and liquidated damages.** The **(write in the name of the Federal agency or the loan or grant recipient)** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## **7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

- a. Standard.** If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under

Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

- b. **Applicability.** This requirement applies to “*funding agreements*,” but it **DOES NOT apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. **Funding Agreements Definition.** The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

## 8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. **Standard.** If applicable, contracts must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. **Applicability.** This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. **Suggested Language.** The following provides a sample contract clause.

### Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as

amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the (**name of applicant entering into the contract**) and understands and agrees that the (**name of the applicant entering into the contract**) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the (**name of the applicant entering into the contract**) and understands and agrees that the (**name of the applicant entering into the contract**) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## **9. DEBARMENT AND SUSPENSION**

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative

agreement programs.

**c. Requirements.**

- i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530.
- ii. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipients.
- iii. Specifically, a covered transaction includes the following contracts for goods or services:
  1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  2. The contract requires the approval of FEMA, regardless of amount.
  3. The contract is for federally-required audit services.
  4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

**d. Suggested Language.** The following provides a debarment and suspension

clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

#### Suspension and Debarment

- (1) 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's 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).
- (2) 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.
- (3) This certification is a material representation of fact relied upon by (**insert name of recipient/subrecipient/applicant**). 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 (**insert name of recipient/subrecipient/applicant**), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) 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.

#### **10. BYRD ANTI-LOBBYING AMENDMENT**

- a. Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 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 Federal awarding agency.

- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

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 who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any

Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## 11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.
  - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
    - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
    - 2. Meeting contract performance requirements; or
    - 3. At a reasonable price.
  - ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
  - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

## RECOMMENDED CONTRACT PROVISIONS

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. Although FEMA does not currently require additional provisions, **FEMA recommends** the following:

### 1. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.
- b. Suggested Language.

Access to Records. The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide (**insert name of state agency or local or Indian tribal government**), (**insert name of recipient**), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or

his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the (**write in name of the non-federal entity**) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

## 2. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

## 3. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. Suggested Language.

“The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.”



#### 4. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. Suggested Language.

“This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

#### 5. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. Suggested Language.

“The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

#### 6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

- b. Applicability.** FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

- c. Suggested Language.**

“The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.”

**Attachment J**  
**DHS OIG AUDIT ISSUES and ACKNOWLEDGEMENT**

**The Department of Homeland Security (DHS) Office of Inspector General (OIG) was tasked by Congress to audit all FEMA projects for fiscal year 2014. A synopsis of those findings are listed below:**

There have been 32 separate instances where Grantees/Recipients or Sub-Recipients did not follow the prescribed rules to the point that the OIG believed the below listed violations could have nullified the FEMA/State agreement.

1. Non-Competitive contracting practices.
2. Failure to include required contract provisions.
3. Failure to employ the required procedures to ensure that small, minority, and women's owned firms were all given fair consideration.
4. Improper "cost-plus-a-percentage-of-cost" contracting practices.

**The following information comes directly from DHS's OIG Audit Tips for Managing Disaster Related Project Costs; Report Number OIG-16-109-D dated July 1, 2016. The following may be reasons for the disallowance or total de-obligation of funding given under the FEMA/State agreement:**

1. Use of improper contracting practices.
2. Unsupported costs.
3. Poor project accounting.
4. Duplication of benefits.
5. Excessive equipment charges (applicability may vary with hazard mitigation projects).
6. Excessive labor and fringe benefit charges.
7. Unrelated project costs.
8. Direct Administrative Costs.
9. Failure to meet the requirement to obtain and maintain insurance.

**Key Points that *must* be followed when Administering FEMA Grants:**

- Designate one person to coordinate the accumulation of records.
- Establish a separate and distinct account for recording revenue and expenditures, and a separate identifier for each specific FEMA project.
- Ensure that the final claim for each project is supported by amounts recorded in the accounting system.
- Ensure that each expenditure is recorded in the accounting books and references supporting sources of documentation (checks, invoices, etc.) that can be readily retrieved.
- Research insurance coverage and seek reimbursement for the maximum amount. Credit the appropriate FEMA project with that amount.

- Check with your Federal Grant Program Coordinator about availability of funding under other Federal programs (Federal Highways, Housing and Urban Development, etc.) and ensure that the final project claim does not include costs that another Federal agency funded or could have funded.
- Ensure that materials taken from existing inventories for use on FEMA projects are documented by inventory withdrawal and usage records.
- Ensure that expenditures claimed under the FEMA project are reasonable, necessary, directly benefit the project, and are authorized under the “Scope of Work.”

I acknowledge that I have received a copy of, and have been briefed on, the above DHS OIG Audit Issues.

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Sub-Recipient Agency

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Date

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Signature

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Printed Name & Title

**Attachment K**  
**JUSTIFICATION FOR ADVANCE PAYMENT**

**RECIPIENT:**

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

<p><input type="checkbox"/> <b>ADVANCE REQUESTED</b></p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay pending obligations for eligible work. We would not be able to operate the program without this advance.</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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

<b>BUDGET CATEGORY/LINE ITEMS (list applicable line items)</b>	<b>20__-20__ Anticipated Expenditures for First Three Months of Agreement</b>
<i>Example: PW#00001(0)</i>	<i>Contract Work \$1,500,000.00 (provide detailed justification).</i>
<b>TOTAL EXPENSES</b>	

**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 must 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).

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**RESOLUTION NO. 2020-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, EXPRESSING OPPOSITION TO A PROPOSED COUNTY ORDINANCE RELATING TO PERMIT FEES AND OTHER REQUIREMENTS FOR WORK ON COUNTY RIGHT-OF-WAY; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on June 2, 2020, the County Board of County Commissioners (“BCC”) heard the first reading of an ordinance (Miami-Dade County Legislative Item File No. 200973) amending Sections 2-103.1 and 2-103.4 of the County Code that would prohibit municipalities from charging any fees, imposing requirements, or requiring permits for work on any county-owned or county-maintained rights-of-way or easements within municipalities; and

**WHEREAS**, if the Ordinance is adopted by the BCC, the County will be able to permit and authorize work on County roadways within the City that has not been properly coordinated with the City, giving rise to instances where County contractors will negatively impact City-maintained rights-of-way; and

**WHEREAS**, the proposed ordinance would add an unnecessary layer of government, creating confusion for City residents and the public who would be required to route concerns about access and construction impacts to their properties, maintenance of traffic, and other general contractor activities to the County as opposed to the City, as well as posing a challenge to public outreach, coordination and prompt response to such inquiries to City residents and businesses who would be tasked to navigate the County system when seeking relief; and

**WHEREAS**, the City Council finds that the proposed amendments to the County Code are invasive on the City’s Home Rule powers and impinge on the City’s ability to regulate construction work and carry out its municipal functions; and

**WHEREAS**, the City wishes to express opposition to the proposed Ordinance; and

**WHEREAS**, the City Council finds that this Resolution is in the best interest of the City’s residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

**Section 2. Opposition.** The City Council hereby opposes the County proposed Ordinance (Miami-Dade County Legislative Item File No. 200973), which prohibits municipalities from charging fees, imposing requirements, or requiring permits for work on county-owned or county-maintained right-of-way or easements within municipalities.

**Section 3. Transmittal.** The City Clerk is hereby directed to transmit a copy of this Resolution to the County Mayor, the County BCC, and the Director of the County's Transportation and Public Works Department.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by \_\_\_\_\_ who moved its adoption. The motion was seconded by \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Vice Mayor George Lob	_____
Councilman Bob Best	_____
Councilwoman Maria Puente Mitchell	_____
Councilman Jaime Petralanda	_____
Mayor Billy Bain	_____

PASSED AND ADOPTED this \_\_\_\_ day of August, 2020.

\_\_\_\_\_  
BILLY BAIN  
MAYOR

ATTEST:

\_\_\_\_\_  
ERIKA GONZALEZ-SANTAMARIA, MMC  
CITY CLERK



**RESOLUTION NO. 2020-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY TO ALLOW THE CITY, PURSUANT TO SECTION 8CC-11 OF THE MIAMI-DADE COUNTY CODE OF ORDINANCES, TO ENFORCE VARIOUS PROVISIONS OF THE COUNTY CODE AND ISSUE CIVIL VIOLATION NOTICES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, as a municipal corporation within Miami-Dade County, Florida (the “County”), the City of Miami Springs (the “City”) is entitled to enforce certain provisions of the County Code of Ordinances (the “County Code”) by entering into an interlocal agreement with the County pursuant to Section 8CC-11 of the County Code; and

**WHEREAS**, the City desires to exercise the authority to issue civil violation notices through Chapter 8CC of the County Code and otherwise enforce various provisions of the County Code as they may be amended from time to time, as further set forth in the Interlocal Agreement attached hereto as Exhibit “A”; and

**WHEREAS**, the City desires to enter into the Interlocal Agreement (the “Agreement”) with the County in substantially the form attached hereto as Exhibit “A”; and

**WHEREAS**, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

**Section 2. Approval.** The City Council approves the Agreement with the County in substantially the form attached hereto as Exhibit “A.”

**Section 3. Authorization.** The City Council hereby authorizes the City Manager to execute the Agreement, in substantially the form attached hereto as Exhibit “A,” and any subsequent amendments or related documents necessary to implement the Agreement, subject to the approval of the City Attorney as to form, content, and legal sufficiency.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by \_\_\_\_\_ who moved its adoption. The motion was seconded by \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Vice Mayor George Lob	_____
Councilman Bob Best	_____
Councilwoman Maria Puente Mitchell	_____
Councilman Jaime Petralanda	_____
Mayor Billy Bain	_____

PASSED AND ADOPTED this \_\_\_\_ day of August, 2020.

\_\_\_\_\_  
BILLY BAIN  
MAYOR

ATTEST:

\_\_\_\_\_  
ERIKA GONZALEZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

\_\_\_\_\_  
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
CITY ATTORNEY

**INTERLOCAL AGREEMENT BETWEEN**

**MIAMI-DADE COUNTY, FLORIDA**

**AND**

**THE CITY OF MIAMI SPRINGS**

**ALLOWING THE CITY OF MIAMI SPRINGS POLICE DEPARTMENT TO ENFORCE SECTIONS 7-1(C), 7-3, 7-4, 7-22.1, 7-26, 7-26.1, 7-33, 7-34, 7-35, 7-37, 8A-52, 8A-172, 8A-276(B), 21-21, 21-21.2(B), 21-21.3, 21-24.1, 21-27.1, 21-27.2, 21-28, 21-29(B), 21-29.1, 21-31.1, 21-31.2(B)(1), 21-31.2(B)(2), 21-31.4(B), 21-35(D), 21-36, 21-36.1, 21-36.3(C), 21-38(A), 21-51, 21-56, 21-57, 21-81(D), 21-118, 21-133, 21-136, 21-287, 26-1, 26A-2A, AND 31-105 OF THE CODE OF MIAMI-DADE COUNTY THROUGH CHAPTER 8CC OF THE COUNTY CODE**

This Interlocal Agreement (“Agreement”) is made and entered this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereafter “COUNTY”) and the CITY OF MIAMI SPRINGS, a municipal corporation (hereafter “PARTICIPATING ENTITY”).

**WITNESSETH**

**WHEREAS**, a PARTICIPATING ENTITY may enforce within its lawful jurisdiction within Miami-Dade County provisions of the Code of Miami-Dade County (the “County Code”) through chapter 8CC of the County Code upon execution and adoption of an interlocal agreement by the COUNTY and the PARTICIPATING ENTITY which contains the sections of the County Code the PARTICIPATING ENTITY wishes to enforce, the job title of the agents or employees of the PARTICIPATING ENTITY authorized to perform the enforcement functions, the amount reimbursable to the COUNTY for administrative costs, the amount of revenue reimbursable to the PARTICIPATING ENTITY from any fine collected, an agreement to indemnify and hold the COUNTY harmless from and against any and all liability, actions and causes of actions relating to the PARTICIPATING ENTITY’s enforcement, and a term not to exceed three (3) years; and



**WHEREAS**, the COUNTY and the PARTICIPATING ENTITY agree that it is in their mutual best interests and the best interests of the PARTICIPATING ENTITY and of the citizens of the COUNTY to have the PARTICIPATING ENTITY enforce the provisions of sections 7-1(c), 7-3, 7-4, 7-22.1, 7-26, 7-26.1, 7-33, 7-34, 7-35, 7-37, 8A-52, 8A-172, 8A-276(b), 21-21, 21-21.2(b), 21-21.3, 21-24.1, 21-27.1, 21-27.2, 21-28, 21-29(b), 21-29.1, 21-31.1, 21-31.2(b)(1), 21-31.2(b)(2), 21-31.4(b), 21-35(d), 21-36, 21-36.1, 21-36.3(c), 21-38(a), 21-51, 21-56, 21-57, 21-81(d), 21-118, 21-133, 21-136, 21-287, 26-1, 26A-2A, and 31-105 of the County Code, as they may be amended from time to time, through chapter 8CC of the County Code,

**NOW, THEREFORE, IN CONSIDERATION** of the mutual benefits derived here from and in compliance with section 8CC-11 of the County Code, the COUNTY and the PARTICIPATING ENTITY covenant and agree as follows:

**I. CODE SECTIONS SUBJECT TO ENFORCEMENT**

The PARTICIPATING ENTITY is authorized to enforce the provisions of sections 7-1(c), 7-3, 7-4, 7-22.1, 7-26, 7-26.1, 7-33, 7-34, 7-35, 7-37, 8A-52, 8A-172, 8A-276(b), 21-21, 21-21.2(b), 21-21.3, 21-24.1, 21-27.1, 21-27.2, 21-28, 21-29(b), 21-29.1, 21-31.1, 21-31.2(b)(1), 21-31.2(b)(2), 21-31.4(b), 21-35(d), 21-36, 21-36.1, 21-36.3(c), 21-38(a), 21-51, 21-56, 21-57, 21-81(d), 21-118, 21-133, 21-136, 21-287, 26-1, 26A-2A, and 31-105 of the County Code (the “Specified Sections”), as they may be amended from time to time, through chapter 8CC of the County Code, including but not limited to the ability to issue civil violation notices under section 8CC-10 of the County Code for violations of the provisions of the Specified Sections, as they may be amended from time to time, within the jurisdiction of the PARTICIPATING ENTITY. Notwithstanding this authorization, nothing in this Agreement shall be construed to limit,

supersede, or remove the independent authority of the COUNTY to enforce the Specified Sections within the jurisdiction of the PARTICIPATING ENTITY.

## **II. AUTHORIZED AGENTS**

All law enforcement officers as defined by section 943.10(1), Florida Statutes that are employed by the PARTICIPATING ENTITY are authorized by this Agreement to perform the enforcement functions outlined in and in accordance with this Agreement. In addition, all code inspectors as defined by section 8CC-3 of the County Code that are employed by the PARTICIPATING ENTITY are authorized, pursuant to section 8CC-11 of the County Code, to enforce sections 21-81(d)(8) and (9) of the County Code in accordance with this Agreement.

## **III. AMOUNT REIMBURSABLE TO MIAMI-DADE COUNTY FOR COSTS RELATED TO THE CONDUCT OF HEARINGS ON APPEALS**

The PARTICIPATING ENTITY shall reimburse the COUNTY for the administrative costs relating to the conduct of hearings on appeals from violations as provided in Section I above by paying the administrative fee for civil violation hearings as outlined in Implementing Order 4-33. The PARTICIPATING ENTITY shall also be responsible for reimbursing the COUNTY for any attorney's fees and costs, including the costs of transcripts and clerical costs, incurred in such proceedings. The billing for the administrative fee and any incurred attorney's fees and costs shall be processed by the Miami-Dade Police Department, and funds shall be payable to the Miami-Dade Police Department within thirty (30) days of receipt of an invoice for such services. Funds received by the Miami-Dade Police Department from the PARTICIPATING ENTITY will be deposited into the Miami-Dade County Diversion Program, except that a portion of the funds received from the PARTICIPATING ENTITY may be used to offset costs incurred by the Miami-Dade Police Department in connection with billing for the above fee and costs.

In addition, the PARTICIPATING ENTITY shall bear all costs relating to any subsequent appeal of the Hearing Officer's decision to the Circuit Court of the Eleventh Judicial Circuit and/or any higher court, and shall be solely responsible for representing the PARTICIPATING ENTITY in any such proceedings.

**IV. AMOUNT OF REVENUE REIMBURSABLE TO THE PARTICIPATING ENTITY FROM THE FINE COLLECTED**

Subject to applicable state law, the Clerk of Courts shall, on a quarterly basis, reimburse to the PARTICIPATING ENTITY the fines collected from the issuance of civil violation notices for violations of the Specified Sections as set forth in section 8CC-10 of the County Code. Prior to the reimbursement, the Clerk of Courts will deduct the Clerk's administrative costs of processing the civil violation notices from the fines collected. Should the violator opt to enter the Miami-Dade County Diversion Program as set forth in Implementing Order 2-12, the Clerk shall pay to the COUNTY, and the COUNTY shall keep, the entire processing fee paid by the violator.

**V. TERM OF AGREEMENT AND RENEWALS**

This Agreement shall be in full force and effect from the date of the final execution by either party and shall continue for three (3) years. At the expiration of the three (3) year period, in order for the PARTICIPATING ENTITY to continue its enforcement efforts, the COUNTY and the PARTICIPATING ENTITY may renew this Agreement for up to three (3) terms of three (3) years each.

**VI. PARTICIPATING ENTITY INDEMNIFICATION OF THE COUNTY**

Subject to the limitations set forth in section 768.28, Florida Statutes, and all other applicable laws, the PARTICIPATING ENTITY shall indemnify and hold harmless the COUNTY from and for any losses, claims, causes of action, or damages of any nature whatsoever, arising from the act, omission, performance, or failure of performance of the PARTICIPATING ENTITY

or the PARTICIPATING ENTITY's agents, contractors, servants, and employees relative to the enforcement of the provisions of the Specified Sections pursuant to chapter 8CC of the County Code. The PARTICIPATING ENTITY shall defend the COUNTY in any action, including any action in the name of the COUNTY.

**VII. DEFAULT**

A. Without limitation, the failure by the PARTICIPATING ENTITY to substantially fulfill any of its material obligations in accordance with this Agreement shall constitute a "Participating Entity Default." If a Participating Entity Default should occur, the COUNTY shall have all the following rights and remedies which may be exercised singly or in combination:

1. The right to declare that this Agreement together with all rights granted to the PARTICIPATING ENTITY thereunder are terminated, effective upon such date as is designated by the COUNTY. Provided, however, that the COUNTY shall give PARTICIPATING ENTITY a period of thirty (30) days after receipt of the written notice from the COUNTY of said default to cure any Participating Entity Default unless the COUNTY determines, in its sole and absolute discretion, that the nature of the default is such that it cannot be cured in a period of thirty (30) days from the date of the default. If the PARTICIPATING ENTITY commences reasonable efforts to cure such default no later than thirty (30) days after such notice, and such efforts are prosecuted to completion and to the COUNTY's satisfaction, then it shall be deemed that no Participating Entity Default shall have occurred under the provisions of this paragraph.
2. Any and all rights provided under the laws of the State of Florida.

B. Without limitation, the failure by the COUNTY to substantially fulfill any of its material obligations in accordance with this Agreement shall constitute a “County Default.” If a County Default should occur, the PARTICIPATING ENTITY shall have all of the following rights and remedies which it may exercise singly or in combination:

1. The right to declare that this Agreement together with all rights granted to the COUNTY thereunder are terminated, effective upon such date as is designated by the PARTICIPATING ENTITY. Provided, however, that the PARTICIPATING ENTITY shall give the COUNTY a period of thirty (30) days after receipt of written notice from the PARTICIPATING ENTITY of said default to cure any County Default unless the PARTICIPATING ENTITY determines, in its sole and absolute discretion, that the nature of the default is such that it cannot be cured in a period of thirty (30) days from the date of the default. If the COUNTY commences reasonable efforts to cure such default no later than thirty (30) days after such notice, and such efforts are prosecuted to completion and to the PARTICIPATING ENTITY’s reasonable satisfaction, then it shall be deemed that no County Default shall have occurred under the provisions of this paragraph.
2. Any and all rights provided under the laws of the State of Florida.

**VIII. TERMINATION**

Notwithstanding the above, this agreement may be terminated by either the COUNTY or the PARTICIPATING ENTITY upon thirty (30) days’ written notice.

**IX. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The COUNTY and the PARTICIPATING ENTITY agree to submit to service of

process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the COUNTY and the PARTICIPATING ENTITY for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

**X. ENTIRETY OF AGREEMENT**

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The COUNTY and the PARTICIPATING ENTITY agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the COUNTY and the PARTICIPATING ENTITY as to matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by both the COUNTY and the PARTICIPATING ENTITY and their authorized representatives.

**XI. HEADINGS**

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.



**XII. RIGHTS OF OTHERS**

Nothing in this Agreement expressed or implied is intended to confer upon any person other than the COUNTY and the PARTICIPATING ENTITY any rights or remedies under or by reason of this Agreement.

**XIII. REPRESENTATION OF THE ENFORCEMENT ENTITY**

The PARTICIPATING ENTITY represents that: (i) this Agreement has been duly authorized, executed, and delivered by the governing body of the PARTICIPATING ENTITY or its designee; and (ii) it has the required power and authority to perform this Agreement.

**XIV. REPRESENTATION OF COUNTY**

The COUNTY represents that: (i) this Agreement has been duly authorized, executed, and delivered by the governing body of the COUNTY or its designee; and (ii) the COUNTY has the required power and authority to perform this Agreement.

**XV. WAIVER**

There shall be no waiver of any right related to this Agreement unless in writing signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.

**XVI. INVALIDITY OF PROVISIONS, SEVERABILITY**

Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining

provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

**XVII. NOTICE**

Notices to the PARTICIPATING ENTITY shall be sufficient if sent by Federal Express or certified mail, return receipt requested, postage prepaid, addressed to:

PARTICIPATING ENTITY  
City of Miami Springs  
Attn: City Manager  
201 Westward Drive  
Miami Springs, FL 33166

with copy to:

PARTICIPATING ENTITY Attorney  
Weiss Serota Helfman Cole & Bierman, P.L.  
Attn: Daniel A. Espino, City of Miami Springs City Attorney  
2525 Ponce de Leon Boulevard, Suite 700  
Coral Gables, FL 33134

Notices to the COUNTY shall be sufficient if sent by Federal Express or certified mail, return receipt requested, postage prepaid, addressed to:

Miami-Dade County Mayor  
Miami-Dade County  
Stephen P. Clark Center  
111 N.W. 1st Street, 29th Floor  
Miami, FL 33128

with copy to:

Miami-Dade County Attorney  
Miami-Dade County  
Stephen P. Clark Center  
111 N.W. 1st Street, 28th Floor  
Miami, FL 33128

Or such other respective address as the COUNTY and the PARTICIPATING ENTITY may designate to each other in writing from time to time.





**RESOLUTION NO. 2020-\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT WITH MIAMI-DADE COUNTY FOR THE REIMBURSEMENT OF EXPENSES INCURRED DUE TO THE NOVEL CORONAVIRUS DISEASE 2019 (COVID-19) PURSUANT TO THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on March 13, 2020, President Donald J. Trump issued a proclamation declaring a nationwide emergency due to the Novel Coronavirus Disease 2019 (“COVID-19”) pandemic, activating the Stafford Disaster Relief and Assistance Act, 42 U.S.C. 5121 et. seq. (the “Stafford Act”); and

**WHEREAS**, pursuant to the Stafford Act, local government expenses incurred in connection with emergency protective measures to respond to the COVID-19 pandemic at the direction or guidance of public health officials may be reimbursed under the Federal Emergency Management Agency’s (“FEMA”) Public Assistance Program; and

**WHEREAS**, on March 12, 2020, the Miami Dade County Mayor issued a Declaration of State of Emergency concerning COVID-19 and subsequently issued various emergency orders to mitigate and slow the spread of COVID-19, which the City of Miami Springs (the “City”) has enforced locally; and

**WHEREAS**, on March 27, 2020, the Coronavirus Aid, Relief, and Economic Security (CARES) Act (the “Act”) was signed into law by President Trump; and

**WHEREAS**, the City has closely tracked expenses and applied for reimbursement of eligible costs incurred by the City associated with the COVID-19 pandemic; and

**WHEREAS**, in addition to seeking FEMA reimbursement, the City desires to enter into a Federally-Funded Subaward and Grant Agreement (the “Agreement”) with Miami-Dade County, Florida (the “County”) for the reimbursement of eligible expenses related to the COVID-19 pandemic under the CARES Act (the “Act”) in substantially the form attached hereto as Exhibit “A”; and

**WHEREAS**, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

**Section 2. Approval.** The City Council approves the Agreement with the County in substantially the form attached hereto as Exhibit "A."

**Section 3. Authorization.** The City Council hereby authorizes the City Manager to execute the Agreement with the County, in substantially the form attached hereto as Exhibit "A," with such further revisions or modifications as may be acceptable to the City Manager and the City Attorney, and to execute any subsequent amendments or related documents necessary to implement the Agreement, subject to the approval of the City Attorney as to form, content, and legal sufficiency.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by \_\_\_\_\_ who moved its adoption. The motion was seconded by \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Vice Mayor George Lob	_____
Councilman Bob Best	_____
Councilwoman Maria Puente Mitchell	_____
Councilman Jaime Petralanda	_____
Mayor Billy Bain	_____

PASSED AND ADOPTED this \_\_\_\_ day of August, 2020.

\_\_\_\_\_  
BILLY BAIN  
MAYOR

ATTEST:



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ERIKA GONZALEZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

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WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
CITY ATTORNEY

**INTERLOCAL AGREEMENT  
FOR FEDERALLY-FUNDED SUBAWARD**

This Interlocal Agreement (“Agreement”) entered into this \_\_\_ day of \_\_\_\_\_ 2020, by and between Miami-Dade County, a political subdivision of the State of Florida (“County”), and \_\_\_\_\_, a municipal corporation located within the geographic boundaries of Miami-Dade County, Florida (“Municipality”).

For the purposes of this Agreement, the County serves as the Pass-through entity for a Federal Award, and the Sub-Recipient (“Municipality”) serves as the recipient of a subaward.

**RECITALS**

WHEREAS, 2 Code of Federal Regulations (C.F.R.) §200.92 states that a “subaward may be provided through any form of legal Agreement, including an Agreement that the County considers a contract.”

WHEREAS, this Agreement sets forth the terms and understanding between the named Parties to pursue their mutual interest in responding to and recovering from Coronavirus Disease 2019 (COVID-19).

WHEREAS, the primary purpose of this Agreement is to ensure the effective and timely dissemination of allocated Corona Relief Fund (CRF) dollars reimbursing the local municipality for eligible activities under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act).

WHEREAS, this Agreement is not a legal requirement of the United States Department of Treasury, but rather is a voluntary Agreement to provide funding to local municipalities if all conditions are met to enable the County to remain in compliance with the Department of Treasury’s Office of Inspector General’s memorandum regarding CRF Monitoring, Reporting and Record Retention Requirements (Exhibit 3).

WHEREAS, Miami-Dade County was awarded Funds under the CRF through the CARES Act.

WHEREAS, as allowed under the Department of Treasury’s guidance pertaining to the Fund, the County will reimburse the Municipality for certain eligible CRF activities as outlined in the U.S. Department of Treasury’s “*Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments*” as well as the most current “*Coronavirus Relief Fund Frequently Asked Questions*” (Exhibits 1 and 2).

**DEFINITIONS**

- A. "CARES Act" shall mean Coronavirus Aid, Relief, and Economic Security Act.
- B. "CRF" shall mean Coronavirus Relief Fund.
- C. "Contractor" shall mean any entity, public or private, providing services as described in this Agreement.
- D. "County" shall mean Miami-Dade County, Florida.
- E. "Federal Award" shall mean Federal financial assistance that a non-Federal entity receives directly from a Federal Awarding Agency or indirectly from a Pass-through entity per 2 C.F.R. §200.38.
- F. "The Agreement" shall mean this Interlocal (subaward) Agreement for the Federally-Funded CRF.
- G. "Pass-through entity" shall mean a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program per 2 C.F.R. §200.74.
- H. "Subaward" shall mean 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 per 2 C.F.R. §200.93.
- I. "Sub-Recipient" shall mean a non-Federal entity, such as a Municipality, that receives a subaward from a Pass-through entity to carry out part of a Federal program per 2 C.F.R. §200.93.

**SUBAWARD INFORMATION**

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

Sub-Recipient's name:	_____
Sub-Recipient's unique entity identifier:	_____
Federal Award Date:	<u>March 13, 2020</u>
Name of Federal Awarding Agency:	<u>U.S. Treasury Department</u>
Name of Pass-through entity:	<u>Miami-Dade County</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>21.019 Coronavirus Relief Fund</u>

**ARTICLE I  
REPRESENTATIONS**

A. The Municipality represents that it is fully qualified and eligible to receive these CARES Act Funds.

B. The Municipality certifies that it has the legal authority to receive the CARES Act Funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Municipality also certifies that the undersigned person has the authority to legally execute and bind the Municipality to the terms of this Agreement.

C. The Municipality, by its decision to participate in this CARES Act Program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the County, the Federal Awarding Agency, or any other Federal agencies with audit, regulatory, or enforcement authority.

D. The County received these CARES Act Funds from the Federal government, and the County has the authority to subgrant these CARES Act Funds to the Municipality upon the terms and conditions outlined herein.

E. The County, as the Pass-through entity and fiduciary of such Federal Funding, reserves the right to demand that the Municipality comply with all applicable County, State and Federal laws, regulations and policies, terminate reimbursements, and take any and all other actions it deems appropriate to protect those CARES Act Funds for which it is responsible.

**ARTICLE II  
RESPONSIBILITIES**

A. The Parties to this Agreement shall work together in a cooperative and coordinated effort, and in such a manner and fashion to utilize the CRF Funds most effectively and efficiently, to respond to and recover from COVID-19.

B. Both the County and the Municipality are expected to remain in compliance with the Treasury Department's Guidance and FAQ's regarding CRF as outlined in Exhibits 1 and 2. As demonstrated since the initial publishing of the FAQ's, these are subject to change. The County's acceptance of an activity will be based on the information available at that time. If further clarification from the Treasury Department later determines that activity to be ineligible, the Municipality will be expected to either return the advanced Funds or propose an alternate eligible activity.

**ARTICLE III  
TERMS OF AGREEMENT**

A. This Agreement will begin upon execution by both Parties and shall end upon closeout of the Municipality's account for this disaster by the County and/or the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement.

B. The Municipality may seek reimbursement under this Agreement only for allowable costs incurred through December 30, 2020. Any funds not spent by this deadline shall be returned to the County.

C. The County may terminate this Agreement for cause after seven (7) days written notice. Cause can include Funds not being expended in a timely manner, misuse of Funds, fraud, lack of compliance with applicable rules, laws and regulations, and refusal by the Municipality to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended. Upon such termination, the Municipality shall within thirty (30) days, return all unexpended Funds to the County, or the County will reimburse the Municipality for any remaining eligible expenditures through the date of termination.

D. The County 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 Municipality with seven (7) days prior written notice.

E. The Parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement.

F. In the event that this Agreement is terminated, the Municipality will not incur new obligations after the Municipality has received the notification of termination.

**ARTICLE IV  
LAWS, RULES, REGULATIONS AND POLICIES**

Performance under this Agreement is subject to Section 601(a) of the Social Security Act, as incorporated by Section 5001 of the "CARES Act". Fund payments are only subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 CFR §200.303 regarding Internal Controls, 2 CFR §§200.330 through 200.332 regarding Sub-Recipient Monitoring and Management, and Subpart F regarding Audit Requirements. Pursuant to Exhibit 1, the CARES Act provides that payments from the Fund may only be used to cover costs that:

A. are necessary expenditures incurred due to the public health emergency with respect to the COVID-19;

B. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the County or Municipality; and

C. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

**ARTICLE V  
CONTACTS**

The County's Contract Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the County's liaison with the Municipality. As part of his/her duties, the Contract Manager for the County shall monitor, review, and document all activities for which the Municipality requests payment.

A. The County's Contract Manager for this Agreement is:

Name: Barbara Gomez, CPA  
Title: Deputy Director, Miami-Dade County Finance Department  
Address: 111 N.W. 1<sup>st</sup> Street, Suite 2550  
Miami, Florida 33128-1900  
Telephone: (305) 375-5245  
Email: Barbara.Gomez@miamidade.gov

B. The name and address of the Representative of the Municipality responsible for the administration of this Agreement is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

C. 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 in writing via letter or electronic mail. It is the Municipality's responsibility to authorize its users in the County's Grants Management System. Only the Authorized or Primary Agents identified in Attachment A to this Agreement ("Designation of Authority") may authorize addition or removal of agency users.



**ARTICLE VI  
REIMBURSEMENT OF ELIGIBLE COSTS**

A. The County will reimburse the Municipality for COVID-19 related and incurred operational expenses eligible to be paid by the Fund, other than FEMA Public Assistance (PA) eligible expenses, for the period of March 1, 2020 through December 30, 2020.

B. Whenever eligible, the Municipality will seek FEMA reimbursement rather than CRF reimbursement since the CRF can be used more readily to support the public's economic needs due to impacts of the pandemic.

C. The County will reimburse the Municipality the FEMA PA local match upon documentation of its application for FEMA reimbursement.

D. The County will reimburse the Municipality for CRF eligible operational costs, that are not FEMA reimbursable, within the following categories:

1. Personnel Costs - Payroll expenses for employees whose service are substantially dedicated to mitigating or responding to COVID19 public health emergency such as:
  - a. Park Attendant performing duties to enforce compliance with public health orders
  - b. Unbudgeted overtime to perform functions to mitigate or respond to COVID19 health emergency
2. Medical Expenses – Examples:
  - a. COVID19 testing
  - b. COVID19 tracing
  - c. Medical responses, including emergency transportation
3. Public Health - Examples:
  - a. Communication and enforcement of local health orders
  - b. Acquisition and Distribution of medical and protective supplies, such as sanitizing products, personal protection equipment for County employees and workers in connection with COVID19 public health emergency
  - c. Disinfection of public areas and other facilities
  - d. Public Safety measures undertaken in response to COVID19 - Quarantine Individuals

4. Actions to Facilitate Compliance Expenses - Examples:
  - a. Food deliveries to residents including senior citizens and other vulnerable populations, to enable compliance with public health precautions
  - b. Improvements to telework capabilities for public employees to enable compliance with public health precautions
  - c. Provide paid sick, family, and medical leave to public employees to enable compliance with public health precautions
5. Miscellaneous Expenditures - Any other COVID19 related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria and that are not FEMA reimbursable.

E. The Municipality will provide all documentation of costs to the County on the County's On-line Portal.

F. The County will audit all documentation for sufficiency and costs for eligibility and if in order, will reimburse the Municipality in an expedited manner. If not in order, the County will notify the Municipality of issues related to the submission.

G. The County will reimburse the Municipality for eligible economic support and assistance program costs that benefit residents and local businesses if the Board of County Commissioners appropriates CRF monies to such program(s). Economic support and assistance programs are not FEMA eligible and reimbursements for these programs must comply with Article VI (E) and (F), above.

## **ARTICLE VII FUNDING**

The County, subject to availability, will provide Funds on a cost reimbursement basis to the Municipality for eligible activities approved by the County.

A. Any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Municipality, 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 this Agreement".

B. The Municipality must complete Attachment A by designating at least three agents to execute any Requests for Reimbursement, certifications, changes to contacts, or other necessary documentation on behalf of the Municipality. Attachment A must be completed electronically and submitted via email to the County Contract Manager (see Article V).

C. The County will review all Requests for Reimbursement and only release funds for eligible, substantiated costs.

**ARTICLE VIII  
PROCUREMENT**

A. The Municipality shall ensure that any procurement involving Funds authorized by the Agreement complies with all applicable Federal and State laws and regulations. For this event, the County and funding Federal Agency recognize that noncompetitive procurements may be necessary to save lives, to protect property and public health and to ensure public safety, as well as to lessen or avert the threat of a catastrophe. The President's unprecedented Nationwide Emergency Declaration and the Secretary of Health and Human Services' (HHS) declaration of a Public Health Emergency for COVID-19 establish that exigent and emergency circumstances currently exist. For the duration of the Public Health Emergency, which began January 27, 2020 as determined by HHS, local governments, tribal governments, nonprofits, and other non-state entities may proceed with new and existing noncompetitively procured contracts in order to protect property and public health and safety, or to lessen or avert the threats created by emergency situations for 1) emergency protective measures and 2) to respond to or address COVID-19.

B. If the Municipality contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Municipality must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the County, its employees and/or their contractors, and the Municipality and its employees and/or their contractors harmless from liability to third Parties for claims asserted under such contract.

**ARTICLE IX  
PAYMENTS**

A. Requests for Reimbursement (RFR) serve as invoices and shall include the supporting documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final RFR shall be submitted within thirty (30) days after the expiration of this Agreement.

B. If the necessary Funds are not available to meet the funding obligations under this Agreement, as a result of action by the United States Congress, the Federal Office of Management and Budget, the County Chief Financial Officer, or under Article X (B) of this Agreement, all obligations on the part of the County to make any further payment of Funds shall terminate, and the Municipality shall submit its closeout report within thirty (30) days of receiving notice from the County.

C. If the Municipality separately invests amounts received under this Agreement, the interest earnings or other proceeds must be used to cover expenditures incurred in accordance with Section 601(d) of the Social Security Act and the Guidance on eligible expenditures (Exhibit 1). If the Municipality deposits Fund payments in its General Accounts, it may use the CRF dollars to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

**ARTICLE X  
FUND REPAYMENT**

A. All refunds or repayments due to the County under this Agreement are due no later than thirty (30) days from notification by the County of Funds due.

B. The Municipality agrees that the County may withhold Funds otherwise payable to the Municipality upon a determination by the County or the Federal Awarding Agency that Funds exceeding eligible costs have been disbursed to the Municipality pursuant to this Agreement.

C. The Municipality understands and agrees that the County may offset any Funds due and payable to the Municipality until the debt to the County is satisfied.

D. All refunds or repayments due to the County under this Agreement are to be made payable to the order of "Miami-Dade County" and be mailed directly to the Contract Manager (as stipulated in Article V).

**ARTICLE XI  
RECORDS**

A. The Federal Awarding Agency, Inspectors General, the Comptroller General of the United States, and the County, or any of the County authorized representatives, (e.g. the Inspector General of the County, the Commission Auditor, Audit and Management Services Department), shall enjoy the right of access to any documents, financial statements, papers, or other records of the Municipality 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 Municipality's personnel for the purpose of interview and discussion related to such documents.

B. As required by the County's record retention requirements (Chapter 119, Florida Statutes) and by the Department of the Treasury Memorandum for Coronavirus Relief Fund Reporting and Record Retention Requirements (Exhibit 3), the Municipality 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.

C. As required by 2 C.F.R. §200.303, the Municipality shall take reasonable measures to safeguard protected personal identifiable information and other information the Federal Awarding Agency or the County designates as sensitive or the Municipality considers sensitive consistent with applicable Federal, State, Local, and Tribal laws regarding privacy and obligations of confidentiality.

D. The Municipality shall maintain all records for the Municipality 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 this Agreement.

## **ARTICLE XII REPORTS**

A. The Municipality shall provide the County with unaudited quarterly reports as may be prescribed in Exhibit 3 or, as requested by the County, and any applicable close-out reports.

B. Quarterly reports are due to the County 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 closeout 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. The Municipality shall provide additional program updates, reports or information that may be required by the Federal Award Agency or the County.

## **ARTICLE XIII MONITORING**

A. The County shall monitor the performance of the Municipality 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 the tasks outlined in the Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved.

B. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by County staff, desk reviews and/or other procedures. The Municipality agrees to cooperate with any monitoring procedures/processes deemed appropriate by the County.

## **ARTICLE XIV AUDITS**

A. The Municipality 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 Municipality 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. As per this Agreement, audits conducted under 2 C.F.R. Part 200, Subpart F shall be performed in accordance with Generally Accepted Government Auditing Standards ("GAGAS") as issued by the Comptroller General of the United States.

1. 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 Municipality shall be held liable for reimbursement to the County.
2. The Municipality 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 County no later than nine months from the end of the Municipality’s fiscal year.
3. The Municipality shall send copies of the audit and any Management Letters issued by the auditor to the County’s Contract Manager.

**ARTICLE XV  
MANDATED CONDITIONS**

A. Execution of this Agreement constitutes a certification that the Municipality will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.). Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, the Municipality must undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement.

B. The Municipality 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.

C. The Municipality shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all such sub-recipients shall certify and disclose the following to the best of their knowledge and belief that they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not, within a five (5)-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;



3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local); and,
4. Have not, within a five (5)-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default. If the Municipality is unable to certify to any of the statements in this certification, then the Municipality shall attach an explanation to this Agreement.

## **ARTICLE XVI LOBBYING PROHIBITION**

The Municipality certifies, by its Representative's signature to this Agreement, that to the best of his or her knowledge and belief:

A. No Federal Funds awarded under this Agreement have been paid or will be paid, by or on behalf of the Municipality, 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.

B. 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 Municipality shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

C. The Municipality shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all such sub-recipients shall certify and disclose accordingly.

D. 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.

**ARTICLE XVII  
LIABILITY AND INDEMNIFICATION**

The Municipality is solely responsible to the Parties it deals with in carrying out the terms of this Agreement. The Municipality shall be responsible for and agrees to indemnify and hold harmless and defend the County and its boards, commissions, agencies, officers and employees from and against all third party claims, demands and causes of actions, of any nature whatsoever, directly resulting from the willful misconduct or negligent acts or omissions of the Municipality, its officers, agents, employees, or subcontractors in its performance under this Agreement. The Municipality shall pay all claims and losses in connection therewith and, at the election of the County, shall investigate and defend, or pay for the defense of, all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Municipality expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Municipality shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. For purposes of this Agreement, Municipality agrees that it is not an agent of the County. Nothing herein shall be construed as consent by the County to be sued by third parties in any matter arising out of any contract.

**ARTICLE XVIII  
EVENTS OF DEFAULT**

If any of the following events occur ("Events of Default"), all obligations on the part of the County to make further payment of Funds shall terminate and the County has the option to exercise any of its remedies as set forth in Article XIX:

- A. Any warranty or representation made by the Municipality in this Agreement is or becomes false or misleading in any respect.
- B. The Municipality fails or is unable or unwilling to perform and complete on time any of its obligations under this Agreement, following a reasonable opportunity to cure.

**ARTICLE XIX  
REMEDIES**

If an Event of Default occurs, then the County shall, after seven (7) days of providing written notice to the Municipality and upon the Municipality's failure to cure within those seven (7) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- A. Terminate this Agreement, provided that the Municipality is given at least seven (7) days prior written notice of the termination.
- B. Withhold or suspend payment of all or any part of a request for payment.
- C. Require that the Municipality refund to the County any monies used for ineligible purposes.
- D. Exercise any other rights or remedies which may be available under law.

**ARTICLE XX  
EXHIBITS AND ATTACHMENT**

- A. All Exhibits and the Attachment 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 Exhibits and Attachment, the language of the Exhibits and Attachment shall control, but only to the extent of the conflict or inconsistency.
- C. This Agreement has the following Exhibits and Attachment:
  - 1. **Exhibit 1** – Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments - Updated June 30, 2020
  - 2. **Exhibit 2** – Coronavirus Relief Fund Frequently Asked Questions - Updated July 8, 2020
  - 3. **Exhibit 3** – Department of the Treasury Memorandum for Coronavirus Relief Fund Reporting and Record Retention Requirements – July 2, 2020
  - 4. **Attachment A** – Designation of Authority

## EXHIBIT – 1

### **Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments Updated June 30, 2020<sup>1</sup>**

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.<sup>2</sup>

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

#### ***Necessary expenditures incurred due to the public health emergency***

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

#### ***Costs not accounted for in the budget most recently approved as of March 27, 2020***

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the

<sup>1</sup> This version updates the guidance provided under “Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020”.

<sup>2</sup> See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

***Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020***

Finally, the CARES Act provides that payments from the Fund may only be used to cover costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (the “covered period”). Putting this requirement together with the other provisions discussed above, section 601(d) may be summarized as providing that a State, local, or tribal government may use payments from the Fund only to cover previously unbudgeted costs of necessary expenditures incurred due to the COVID-19 public health emergency during the covered period.

Initial guidance released on April 22, 2020, provided that the cost of an expenditure is incurred when the recipient has expended funds to cover the cost. Upon further consideration and informed by an understanding of State, local, and tribal government practices, Treasury is clarifying that for a cost to be considered to have been incurred, performance or delivery must occur during the covered period but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred). For instance, in the case of a lease of equipment or other property, irrespective of when payment occurs, the cost of a lease payment shall be considered to have been incurred for the period of the lease that is within the covered period, but not otherwise. Furthermore, in all cases it must be necessary that performance or delivery take place during the covered period. Thus the cost of a good or service received during the covered period will not be considered eligible under section 601(d) if there is no need for receipt until after the covered period has expired.

Goods delivered in the covered period need not be used during the covered period in all cases. For example, the cost of a good that must be delivered in December in order to be available for use in January could be covered using payments from the Fund. Additionally, the cost of goods purchased in bulk and delivered during the covered period may be covered using payments from the Fund if a portion of the goods is ordered for use in the covered period, the bulk purchase is consistent with the recipient’s usual procurement policies and practices, and it is impractical to track and record when the items were used. A recipient may use payments from the Fund to purchase a durable good that is to be used during the current period and in subsequent periods if the acquisition in the covered period was necessary due to the public health emergency.

Given that it is not always possible to estimate with precision when a good or service will be needed, the touchstone in assessing the determination of need for a good or service during the covered period will be reasonableness at the time delivery or performance was sought, *e.g.*, the time of entry into a procurement contract specifying a time for delivery. Similarly, in recognition of the likelihood of supply chain disruptions and increased demand for certain goods and services during the COVID-19 public health emergency, if a recipient enters into a contract requiring the delivery of goods or performance of services by December 30, 2020, the failure of a vendor to complete delivery or services by December 30, 2020, will not affect the ability of the recipient to use payments from the Fund to cover the cost of such goods or services if the delay is due to circumstances beyond the recipient’s control.

This guidance applies in a like manner to costs of subrecipients. Thus, a grant or loan, for example, provided by a recipient using payments from the Fund must be used by the subrecipient only to purchase (or reimburse a purchase of) goods or services for which receipt both is needed within the covered period and occurs within the covered period. The direct recipient of payments from the Fund is ultimately responsible for compliance with this limitation on use of payments from the Fund.

### *Nonexclusive examples of eligible expenditures*

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
  - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
  - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
  - Costs of providing COVID-19 testing, including serological testing.
  - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
  - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
  - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
  - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
  - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
  - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
  - Expenses for public safety measures undertaken in response to COVID-19.
  - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
  - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
  - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
  - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.



- Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
  - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
  - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
    - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
    - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
    - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
  6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund’s eligibility criteria.

***Nonexclusive examples of ineligible expenditures<sup>3</sup>***

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.<sup>4</sup>
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

<sup>3</sup> In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

<sup>4</sup> See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

## EXHIBIT – 2

### Coronavirus Relief Fund Frequently Asked Questions Updated as of July 8, 2020

The following answers to frequently asked questions supplement Treasury’s Coronavirus Relief Fund (“Fund”) Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, (“Guidance”).<sup>1</sup> Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

#### Eligible Expenditures

##### *Are governments required to submit proposed expenditures to Treasury for approval?*

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

##### *The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the “substantially dedicated” condition?*

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

##### *The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a “substantially different use” for purposes of the Fund eligibility?*

Costs incurred for a “substantially different use” include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty’s ordinary responsibilities.

Note that a public function does not become a “substantially different use” merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

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<sup>1</sup> The Guidance is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

***May a State receiving a payment transfer funds to a local government?***

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

***May a unit of local government receiving a Fund payment transfer funds to another unit of government?***

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

***Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?***

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders.

***Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?***

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

***Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?***

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

***Are States permitted to use Fund payments to support state unemployment insurance funds generally?***

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

***Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?***

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

***The Guidance states that the Fund may support a “broad range of uses” including payroll expenses for several classes of employees whose services are “substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” What are some examples of types of covered employees?***

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

***In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers’ compensation coverage. Is the cost of this expanded workers compensation coverage eligible?***

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

***If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?***

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

***May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?***

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

***May Fund payments be used for COVID-19 public health emergency recovery planning?***

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

***Are expenses associated with contact tracing eligible?***

Yes, expenses associated with contract tracing are eligible.

***To what extent may a government use Fund payments to support the operations of private hospitals?***

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

***May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?***

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

***May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?***

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

***Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?***

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

***May recipients create a “payroll support program” for public employees?***

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

***May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?***

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

***May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?***

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

***The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a “small business,” and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?***

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

***The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?***

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

***May Fund payments be used to assist impacted property owners with the payment of their property taxes?***

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

***May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?***

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

***Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?***

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

***The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of “hazard pay”?***

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

***The Guidance provides that ineligible expenditures include “[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” Is this intended to relate only to public employees?***

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers’ employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

***May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?***

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

***Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?***

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.



***Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?***

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum \$1.25 billion allocation and had one county with a population over 500,000 that received \$250 million directly. The State should distribute 45 percent of the \$1 billion it received, or \$450 million, to local governments within the State with a population of 500,000 or less.

***May a State impose restrictions on transfers of funds to local governments?***

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions are not permissible.

***If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?***

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the interest expense payable on TANs by the borrower and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

***May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?***

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

***Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?***

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

***May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?***

No. The Guidance says that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

***May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?***

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

***May recipients use Fund payments to provide loans?***

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

***May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?***

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

***May funds be used to satisfy non-federal matching requirements under the Stafford Act?***

Yes, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund's eligibility criteria and the Stafford Act. Regardless of the use of Fund payments for such purposes, FEMA funding is still dependent on FEMA's determination of eligibility under the Stafford Act.

***Must a State, local, or tribal government require applications to be submitted by businesses or individuals before providing assistance using payments from the Fund?***

Governments have discretion to determine how to tailor assistance programs they establish in response to the COVID-19 public health emergency. However, such a program should be structured in such a manner as will ensure that such assistance is determined to be necessary in response to the COVID-19 public health emergency and otherwise satisfies the requirements of the CARES Act and other applicable law. For example, a per capita payment to residents of a particular jurisdiction without an assessment of individual need would not be an appropriate use of payments from the Fund.

***May Fund payments be provided to non-profits for distribution to individuals in need of financial assistance, such as rent relief?***

Yes, non-profits may be used to distribute assistance. Regardless of how the assistance is structured, the financial assistance provided would have to be related to COVID-19.

***May recipients use Fund payments to remarket the recipient's convention facilities and tourism industry?***

Yes, if the costs of such remarketing satisfy the requirements of the CARES Act. Expenses incurred to publicize the resumption of activities and steps taken to ensure a safe experience may be needed due to

the public health emergency. Expenses related to developing a long-term plan to reposition a recipient's convention and tourism industry and infrastructure would not be incurred due to the public health emergency and therefore may not be covered using payments from the Fund.

***May a State provide assistance to farmers and meat processors to expand capacity, such to cover overtime for USDA meat inspectors?***

If a State determines that expanding meat processing capacity, including by paying overtime to USDA meat inspectors, is a necessary expense incurred due to the public health emergency, such as if increased capacity is necessary to allow farmers and processors to donate meat to food banks, then such expenses are eligible expenses, provided that the expenses satisfy the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance.

***The guidance provides that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. May Fund payments be used to cover such an employee's entire payroll cost or just the portion of time spent on mitigating or responding to the COVID-19 public health emergency?***

As a matter of administrative convenience, the entire payroll cost of an employee whose time is substantially dedicated to mitigating or responding to the COVID-19 public health emergency is eligible, provided that such payroll costs are incurred by December 30, 2020. An employer may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department.

***May Fund payments be used to cover increased administrative leave costs of public employees who could not telework in the event of a stay at home order or a case of COVID-19 in the workplace?***

The statute requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. As stated in the Guidance, a cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. If the cost of an employee was allocated to administrative leave to a greater extent than was expected, the cost of such administrative leave may be covered using payments from the Fund.

## **Questions Related to Administration of Fund Payments**

***Do governments have to return unspent funds to Treasury?***

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

***What records must be kept by governments receiving payment?***

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

***May recipients deposit Fund payments into interest bearing accounts?***

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

***May governments retain assets purchased with payments from the Fund?***

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

***What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?***

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

***Are Fund payments to State, territorial, local, and tribal governments considered grants?***

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are "other financial assistance" under 2 C.F.R. § 200.40.

***Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?***

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

***Are Fund payments subject to other requirements of the Uniform Guidance?***

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

***Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?***

Yes. The CFDA number assigned to the Fund is 21.019.

***If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients' total funding received from the federal government for purposes of the Single Audit Act?***

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-

specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.

***Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?***

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

***If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?***

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.

## EXHIBIT – 3

DEPARTMENT OF THE TREASURY  
WASHINGTON, D.C. 20220



OFFICE OF  
INSPECTOR GENERAL

July 2, 2020

OIG-CA-20-021

### MEMORANDUM FOR CORONAVIRUS RELIEF FUND RECIPIENTS

FROM: Richard K. Delmar /s/  
Deputy Inspector General

SUBJECT: Coronavirus Relief Fund Reporting and Record Retention  
Requirements

Title VI of the Social Security Act, as amended by Title V of Division A of the *Coronavirus Aid, Relief, and Economic Security Act* (Public Law 115-136), provides that the Department of the Treasury (Treasury) Office of Inspector General (OIG) is responsible for monitoring and oversight of the receipt, disbursement, and use of Coronavirus Relief Fund payments. Treasury OIG also has authority to recover funds in the event that it is determined a recipient of a Coronavirus Relief Fund payment failed to comply with requirements of subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)). Accordingly, we are providing recipient reporting and record retention requirements that are essential for the exercise of these responsibilities, including our conduct of audits and investigations.

#### Reporting Requirements and Timelines

Each prime recipient of Coronavirus Relief Fund payments<sup>1</sup> shall report Coronavirus Disease 2019 (COVID-19) related "costs incurred" during the "covered period"<sup>2</sup> (the period beginning on March 1, 2020 and ending on December 30, 2020), in the manner of and according to the timelines outlined in this memorandum. As described below, each prime recipient shall report interim and quarterly data and other recipient data according to these requirements. Treasury OIG is working on development of a portal with GrantSolutions<sup>3</sup> that is expected to be operational on

<sup>1</sup> Prime recipients include all 50 States, Units of Local Governments, the District of Columbia, U.S. Territories, and Tribal Governments that received a direct payment from Treasury in accordance with Title V.

<sup>2</sup> Refer to Treasury's guidance dated June 30, 2020 for more information on costs incurred and the covered period.

<sup>3</sup> A grant management service provider under the U.S. Department of Health and Human Services.

September 1, 2020, for recipients to report data on a quarterly basis. Until the GrantSolutions portal is operational, each prime recipient shall follow the interim reporting requirements. Treasury OIG will notify each prime recipient when GrantSolutions is operational or of any changes to the expected September 1, 2020 start date.

#### Interim Reporting for the period March 1 through June 30, 2020

**By no later than July 17, 2020**, each prime recipient is responsible for reporting costs incurred during the period March 1 through June 30, 2020. For this interim report, prime recipients need only report totals by the following broad categories:

- a. Amount transferred to other governments;
- b. Amount spent on payroll for public health and safety employees;
- c. Amount spent on budgeted personnel and services diverted to a substantially different use;
- d. Amount spent to improve telework capabilities of public employees;
- e. Amount spent on medical expenses;
- f. Amount spent on public health expenses;
- g. Amount spent to facilitate distance learning;
- h. Amount spent providing economic support;
- i. Amount spent on expenses associated with the issuance of tax anticipation notes;  
and
- j. Amount spent on items not listed above.

Recipients should consult Treasury's guidance and Frequently Asked Questions in reporting costs incurred during the period March 1 through June 30, 2020. The total of all categories must equal the total of all costs incurred during that period. A spreadsheet is attached for your use in providing the data. As discussed below, the prime recipient will be required to report information for the period March 1 through June 30, 2020 into GrantSolutions once it is operational.

#### Quarterly Reporting

Each prime recipient of Coronavirus Relief Fund payments shall report COVID-19 related costs into the GrantSolutions portal. Data required to be reported includes, but is not limited to, the following:

1. the total amount of payments from the Coronavirus Relief Fund received from Treasury;
2. the amount of funds received that were expended or obligated for each project or activity;
3. a detailed list of all projects or activities for which funds were expended or obligated, including:
  - a. the name of the project or activity;
  - b. a description of the project or activity; and



4. detailed information on any loans issued; contracts and grants awarded; transfers made to other government entities; and direct payments made by the recipient that are greater than \$50,000.

The prime recipient is responsible for reporting into the GrantSolutions portal information on uses of Coronavirus Relief Fund payments.

**Recipient Portal Access:** For future quarterly reporting, each prime recipient will have GrantSolutions portal access for three (3) individuals: two (2) designees (preparers) to input quarterly data and one (1) official authorized to certify that the data is true, accurate, and complete.<sup>4</sup> **By no later than July 17, 2020**, please provide the name, title, email address, phone number, and postal address of these individuals so that portal access can be granted. After this information is received, guidance on the GrantSolutions portal access and data submission instructions will be issued separately.

#### Reporting timeline

**By no later than September 21, 2020**, recipients shall submit via the portal the first detailed quarterly report, which shall cover the period March 1 through June 30, 2020. Thereafter, quarterly reporting will be due no later than 10 days after each calendar quarter. For example, the period July 1 through September 30, 2020, must be reported no later than October 13, 2020 (Tuesday after the 10<sup>th</sup> day of October and the Columbus Day Holiday). Reporting shall end with either the calendar quarter after the COVID-19 related costs and expenditures have been liquidated and paid or the calendar quarter ending September 30, 2021, whichever comes first.

#### Record Retention Requirements

Recipients of Coronavirus Relief Fund payments shall maintain and make available to the Treasury OIG upon request all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)), which provides:

(d) USE OF FUNDS.—A State, Tribal government, and unit of local government shall use the funds provided under a payment made under this section to cover only those costs of the State, Tribal government, or unit of local government that—

1. are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
2. were not accounted for in the budget most recently approved as of the date of enactment of this section for the State or government; and

<sup>4</sup> The certifying official is an authorized representative of the recipient organization with the legal authority to give assurances, make commitments, enter into contracts, and execute such documents on behalf of the recipient.

3. were incurred<sup>5</sup> during the period that begins on March 1, 2020, and ends on December 30, 2020.

Records to support compliance with subsection 601(d) may include, but are not limited to, copies of the following:

1. general ledger and subsidiary ledgers used to account for (a) the receipt of Coronavirus Relief Fund payments and (b) the disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19;
2. budget records for 2019 and 2020;
3. payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19;
4. receipts of purchases made related to addressing the public health emergency due to COVID-19;
5. contracts and subcontracts entered into using Coronavirus Relief Fund payments and all documents related to such contracts;
6. grant agreements and grant subaward agreements entered into using Coronavirus Relief Fund payments and all documents related to such awards;
7. all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients;
8. all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
9. all internal and external email/electronic communications related to use of Coronavirus Relief Fund payments; and
10. all investigative files and inquiry reports involving Coronavirus Relief Fund payments.

Records shall be maintained for a period of five (5) years after final payment is made using Coronavirus Relief Fund monies. These record retention requirements are applicable to all prime recipients and their grantees and subgrant recipients, contractors, and other levels of government that received transfers of Coronavirus Relief Fund payments from prime recipients.

Thank you and we appreciate your assistance.

<sup>5</sup> Refer to Treasury's guidance dated June 30, 2020 for more information on the definition of costs incurred.

## Attachment A

### DESIGNATION OF AUTHORITY

#### Instructions for Completion

The **Designation of Authority Form** should be completed in its entirety, listing the name and information for all representatives who will be authorized agents for the Miami-Dade County (County) Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Corona Relief Fund (CRF) Program. The form is divided into six blocks; each block must be completed where appropriate.

**Block 1:** “Authorized Agent” – This should be the highest authority in your Municipality who is authorized to sign legal documents on behalf of your Municipality. (Only one Authorized Agent is allowed).

**Block 2:** “Primary Agent” – This is the person designated by your Municipality to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in the County’s Grants Management System. The Primary Agent is usually not the Authorized Agent but should be responsible for updating all internal stakeholders on all Program activities. (Only one Primary Agent is allowed).

**Block 3:** “Alternate Agent” – This is the person designated by your Municipality to be available when the Primary is not. (Only one Alternate Agent is allowed).

**Block 4, 5, and 6:** “Authorized Agent to Request Funds/Reimbursements” – These are the persons authorized to execute requests for reimbursement, certification, or other required documents on behalf of the Municipality.

**DESIGNATION OF AUTHORITY  
CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT (CARES ACT)  
CORONA RELIEF FUND (CRF) PROGRAM**

**Municipality:**

<b>Box 1: Authorized Agent</b>	<b>Box 2: Primary Agent</b>
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
<b>Box 3: Alternate Agent</b>	<b>Box 4: Authorized Agent to Request Funds/Reimbursements</b>
Agent's Name	Official's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
<b>Box 5: Authorized Agent to Request Funds/Reimbursements</b>	<b>Box 6: Authorized Agent to Request Funds/Reimbursements</b>
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

The above Primary and Alternate Agents are hereby authorized to execute and sign the Interlocal and other pertinent documents related to the CARES Act CRF Program. The persons designated in boxes 4 through 6 are authorized to execute requests for reimbursement, certification, or other required documents on behalf of the Municipality.

\_\_\_\_\_  
**Municipality Authorized Agent Signature**

\_\_\_\_\_  
**Date**



# AGENDA MEMORANDUM

**Meeting Date:** 8/10/2020

**To:** The Honorable Mayor Billy Bain and Members of the City Council

**Via:** William Alonso, City Manager/Fin. Director

**From:** Tammy Romero, Assistant City Manager

**Subject:** Award of Emergency Disaster Debris Monitoring Services Contract (RFP#02-19/20)

**RECOMMENDATION:** Recommendation by City Manager that Council award City RFP # 02-19/20 to Debris Tech, LLC, and authorize the execution of a three year agreement (Attachment "A"), with the option to extend the contract for an additional two, one-year terms, for Emergency Disaster Debris Monitoring Services.

**DISCUSSION:** The City advertised Request for Proposal (RFP) #04-17/18 for Emergency Disaster Monitoring Services in July 10<sup>th</sup> 2018 and Debris Tech, LLC was the only firm that responded. For this reason, we decided to continue our piggyback contract with Thompson Consulting for the 2019 Hurricane Season in the hopes that we would receive more responses once we re-advertised at a later date.

On March 6<sup>th</sup>, 2020, we re-advertised RFP# 02-19/20 in the Miami Business Review (Attachment "B"). The City also placed a copy of the RFP on City's website and Demand Star (Onvia). The requirements of the RFP included a minimum of five (5) years' experience in Debris Management Services based on FEMA guidelines and regulations; a proven record of successfully completing projects with similar size, scope, and complexity; and a minimum of three (3) projects of similar size, scope, and complexity. In addition, A total of fifteen (15) Debris Management firms were emailed the opportunity to bid. A mandatory pre-bid meeting was not required due to our current COVID crisis. The City received only one (1) bid (Attachment "C"). Their response was reviewed and considered responsive.

If awarded, Debris Tech, LLC. will begin their contract upon execution and continue for a period of three (3) years with the option to extend the contract for two (2) additional one-year terms.

**FISCAL IMPACT/ COST:** No fiscal impact unless services are utilized.

<p style="text-align: center;"><b><u>Submitted by:</u></b></p> <p>Department: <u>City Manager</u></p> <p>Prepared by: <u>Tammy Romero</u></p> <p>Attachments: <input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p>Budgeted/ Funded: <input type="checkbox"/> Yes   <input checked="" type="checkbox"/> No</p>	<p style="text-align: center;"><b><u>Approved by (sign as applicable):</u></b></p> <p>Dept. Head: _____</p> <p>Procurement: _____</p> <p>Asst. City Mgr.: _____</p> <p>City Manager: _____</p>	<p style="text-align: center;"><b><u>Funding:</u></b></p> <p>Dept./ Desc.: _____</p> <p>Account No.: _____</p> <p>Additional Funding: _____</p> <p>Amount previously approved: \$ <u>0.00</u></p> <p style="text-align: right;">Current request: _____</p> <p style="text-align: right;">Total vendor amount: \$ _____</p>
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# MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and  
Legal Holidays  
Miami, Miami-Dade County, Florida

## STATE OF FLORIDA COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

CITY OF MIAMI SPRINGS - REQUEST FOR PROPOSALS - RFP  
# 02-19/20

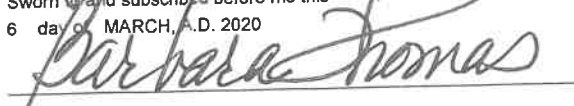
in the XXXX Court,  
was published in said newspaper in the issues of

03/06/2020

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami, in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

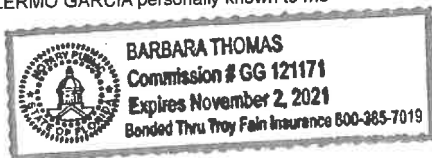


Sworn to and subscribed before me this  
6 day of MARCH, A.D. 2020



(SEAL)

GUILLERMO GARCIA personally known to me



## CITY OF MIAMI SPRINGS REQUEST FOR PROPOSALS RFP # 02-19/20 EMERGENCY DISASTER DEBRIS MONITORING

NOTICE: Pursuant to the Procurement Ordinance of the City of Miami Springs (the "City"), the City of Miami Springs hereby gives notice of its intent to solicit sealed Proposals from interested parties and/or firms in response to this Request for Proposals for **"Emergency Disaster Debris Monitoring"**. Proposals must be received by Erika Gonzalez, City Clerk, City of Miami Springs, 201 Westward Drive, Miami Springs, Florida 33166 by **Thursday, April 9th, 2020 at 2:30P.M.(EST)**. Submittals shall be clearly marked **"RFP # 04-17/18, Emergency Disaster Debris Monitoring"**.

**All submittals shall be publicly opened and recorded on Thursday, April 9th, 2020 at 2:30P.M.(EST)**. Late submittals shall not be accepted or considered.

Proposals must be submitted in the form of one (1) original hardcopy and one (1) electronic copies of the Response, as indicated in this RFP which shall include the entire Price Proposal. **No proposal will be accepted without this requirement.**

**A pre-proposal conference will not be held for this RFP.**

The City reserves the right at any time to modify, waive, or otherwise vary the terms and conditions of this RFQ, including, but not limited to, the deadlines for submission, the submission requirements and the Scope of Work. The City further reserves the right to reject any or all submittals, and to cancel or withdraw this RFQ at any time. The Respondent who is otherwise competent and submits the response most highly qualified shall be awarded the RFQ, subject to the conditions, limitations and restrictions set forth herein and final negotiations of a mutually acceptable agreement with the City.

20-110/0000461539M

3/6



# AGENDA MEMORANDUM

**Meeting Date:** 8/10/2020

**To:** The Honorable Mayor Billy Bain and Members of the City Council

**From:** William Alonso, City Manager/Fin. Director

**Subject:** HRS Management (Hole 19) Revenue Deferment

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During this COVID-19 pandemic and amid all of the business closures including restaurants, bars and banquet halls, HRS Management (“HRS”) has told us they have been negatively affected financially during these past few months and have not been able to meet their revenue commitments in accordance to their contract.

As of today, this is a breakdown of unpaid monthly revenues:

March 2020	\$2,000
April 2020	\$2,000
May 2020	\$2,000
June 2020	\$2,000
July 2020	\$2,500
August 2020	<u>\$2,500</u>

Total Past Due     \$13,000 (plus applicable sales taxes)

HRS’s contract, which began in July 2019, provides that for the first 6 months of the term, no revenue payments would be required. Beginning January 2020, monthly revenue payments would be due. To date, HRS has made only the January and February 2020 revenue payments.

At this time, HRS is not in compliance with the contract and Staff recommends the following in order to correct this non-compliance:

1. That HRS begin making revenue payments on Sept. 1, 2020 in accordance with the amounts due pursuant to the contract; and
2. That the past due revenue amount of \$13,000 be amortized over the remaining 46 months of HRS’ contract, which would result in an additional \$282.61 per month added to the contracted monthly revenue payments. Any other fees or late charges under the contract will be waived.

If this recommendation is approved by Council, staff will immediately begin negotiations with HRS Management for a contract amendment and bring back to Council for final approval.

Attached is the monthly revenue plan approved in the existing contract between the City and HRS.



## 5-Year Concession Fee Plan

	Y1(2019)	Y2(2020)	Y3(2021)	Y4(2022)	Y5(2023)	2024
Jan		\$2,000.00	\$3,000.00	\$4,000.00	\$5,000.00	\$6,000.00
Feb		\$2,000.00	\$3,000.00	\$4,000.00	\$5,000.00	\$6,000.00
Mar		\$2,000.00	\$3,000.00	\$4,000.00	\$5,000.00	\$6,000.00
April		\$2,000.00	\$3,000.00	\$4,000.00	\$5,000.00	\$6,000.00
May		\$2,000.00	\$3,000.00	\$4,000.00	\$5,000.00	\$6,000.00
June		\$2,000.00	\$3,000.00	\$4,000.00	\$5,000.00	\$6,000.00
July	\$0.00	\$2,500.00	\$3,500.00	\$4,500.00	\$5,500.00	
Aug	\$0.00	\$2,500.00	\$3,500.00	\$4,500.00	\$5,500.00	
Sept	\$0.00	\$2,500.00	\$3,500.00	\$4,500.00	\$5,500.00	
Oct	\$0.00	\$2,500.00	\$3,500.00	\$4,500.00	\$5,500.00	
Nov	\$0.00	\$2,500.00	\$3,500.00	\$4,500.00	\$5,500.00	
Dec	\$0.00	\$2,500.00	\$3,500.00	\$4,500.00	\$5,500.00	
<b>Yearly Total</b>	<b>\$0.00</b>	<b>\$27,000.00</b>	<b>\$39,000.00</b>	<b>\$51,000.00</b>	<b>\$63,000.00</b>	<b>\$36,000.00</b>
<b>5 Year Total</b>	<b>\$216,000.00</b>					


Legend
Fiscal Y1
Fiscal Y2
Fiscal Y3
Fiscal Y4
Fiscal Y5



# AGENDA MEMORANDUM

**Meeting Date:** 08/10/2020

**To:** The Honorable Mayor and Members of the City Council

**From:** William Alonso, City Manager 

**Subject:** Restaurant temporary permit for outdoor dining

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The city has been approached by a local Westward Drive restaurant to request if the city could institute a program such as the City of Miami has done (see attached City of Miami plan) that would allow restaurants to use the parking space(s) directly in front of their business for outdoor dining.

Staff has reviewed this request and request council approval to begin a similar plan in Miami Springs. This would be a tremendous help to our local businesses during these times of unprecedented financial hardship to the businesses in our city.

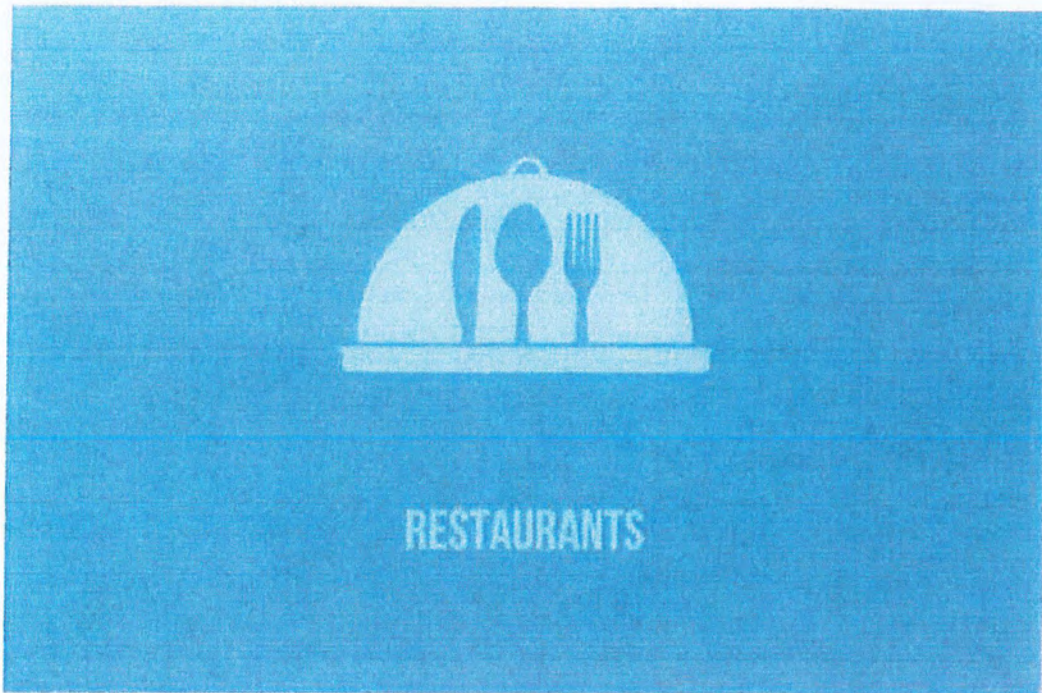
If approved we would require interested restaurants to apply for a temporary permit, provide proof of insurance with the City listed as an additional insured, provide plans and a narrative of their design concept for the space to include furnishings, umbrellas/tents, use of water filled barriers along the outer edge of the parking lane on both ends, and providing ADA access and room for pedestrian access on the sidewalk. The city would also eliminate any permit fee and stipulate that this permit would be good for an initial 6 months or until all restaurant restrictions are lifted by Miami Dade County, whichever comes first.

This plan would also maintain Westward drive open without the need to close any lanes of traffic.





# Restaurant Reopening and Recovery Program



**Julia Grachova**

**Miami Downtown Development Authority**

**Business & Regulatory Affairs**

[grachova@miamidda.com](mailto:grachova@miamidda.com)

**Wanda Mendez**

**Miami Downtown Development Authority**

**Flagler Street Beautification Project**

[mendez@miamidda.com](mailto:mendez@miamidda.com)

**(786) 285-9407**



## **Begins May 27th**

### **Dine-In Restaurant Reopening Guidelines**

Restaurants located in the City of Miami are now approved to serve dine-in customers, with specific rules and guidelines in place to keep diners and workers safe. All Miami restaurants must follow the reopening guidelines established by Miami-Dade County, which are available for review via the link below. Note that valet parking services are prohibited at restaurants located in the City of Miami until further notice.

## **Small Business & Loan Assistance Restaurant Recovery Program (Outdoor Café Temporary Permit)**

In an effort to help Miami restaurants get up and running following the COVID-19 shutdown, the City of Miami has created the Restaurant Recovery Program, which allows restaurants to temporarily add or expand outdoor seating areas while meeting social distancing requirements. To read Restaurant Recovery Program Guidelines, visit:

<https://www.miamigov.com/Government/Reopening-Miami/Restaurant-Reopening-and-Recovery-Program>

To apply, click here:

<https://us.openforms.com/Form/98079a7d-537d-4a59-b6db-f3d1a42ffeaf>

### **Before applying, prepare the following documentation:**

- I. **Proof of Insurance** – Photo/Electronic Copy  
([See SAMPLE](#) here)
- II. **Our Business Tax Receipt (BTR)** – Photo / Electronic Copy
- III. **Your Alcohol License Number (If Applicable)**
- IV. **A narrative** description of the design concept, intended use for the space, furnishings to be included, enhancement of streetscape, and maintenance plan ([See SAMPLE](#) here)

If you are a Downtown Miami restaurant owner and need assistance with the application, send us an email at [grachova@miamidda.com](mailto:grachova@miamidda.com).

## **Prepare Proof of General Liability Insurance**

Prior to the issuance of a permit, the Applicant shall submit to the City a certificate of insurance with respect to Commercial General Liability with limits of at least \$1,000,000.00 per occurrence, \$2,000,000.00 policy aggregate, and affording coverage for premises and operations liability, personal and advertising injury, products and completed operations, and liquor liability, if applicable. In addition, the applicant shall submit a certificate of insurance in terms of workers' compensation subject to the statutory limits of the State of Florida including waiver of subrogation in favor of the City. The City reserves the right to request umbrella liability, or any additional insurance requirements as may be warranted in connection with the operations contemplated under this permit. The certificate must reflect primary and noncontributory language with respect to general liability, and list the city and MPA as an additional insured on all third party liability policies including liquor. The insurance herein required shall remain in full force and effect at all times during the entire term of the permit, and shall afford coverage on all outdoor dining activities in the public right of way, as well as any other additional location or premises used by the Applicant in connection with this permit. Additionally, all such insurance shall be subject to review and approval by the City's Risk Management Department.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than "A-" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and/or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
Date COI Created

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  Insurance Agent Company Name	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Insuring Company Name	12345
	INSURER B: Insuring Company Name	678910
	INSURER C: Insuring Company Name	111213
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	Effective Dates must be current.	00/00/00	00/00/00	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000						
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person)
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS						PERSONAL & ADV INJURY \$ 1,000,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						GENERAL AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X		00/00/00	00/00/00	PER STATUTE <input checked="" type="checkbox"/> OTHER <input type="checkbox"/>
	E.L. Each Accident \$ 1,000,000						
	Liquor Liability	X		(if applicable)	00/00/00	00/00/00	E.L. Disease Ea. Employee \$ 1,000,000
							E.L. Disease Policy Limit \$ 1,000,000
							Each Common Cause \$ 1,000,000
							Aggregate Limit \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Miami and Miami Parking Authority are Included as Additional Insureds.  
General Liability is primary & non-contributory.  
Waiver of Subrogation in favor of City of Miami.

CERTIFICATE HOLDER CANCELLATION

City of Miami, ATTN: Risk Management 444 SW 2nd Avenue, 9th Floor Miami, FL 33130	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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OUTDOOR CAFÉ APPLICATION GUIDE

**Outdoor Cafe - Temporary Permit**

My progress: 43%

**Describe the Proposed Expansion**

Please describe the nature and scope of the proposed expansion. This section will be reviewed by the public and the City Council during their public hearing on the application.

Would you like to see a temporary permit before starting?  
 No  
 Yes

Please describe how you intend to use the space. Are you expanding to sidewalk, parking space, or private property? Tell us about the approximate dimensions and if there are any existing obstructions (signs, lights poles, trees, etc.). *Required*

Please tell us what furnishings you will be using. List the number of tables and chairs with sizes. What the distances between and around furnishings? Describe any other important factors. *Required*

Please describe decorative elements you will be using to enhance the streetscape (Example: umbrellas, tents, planters, etc.). *Important Note: Planters can NOT be used as barricades.* *Required*

Please describe your plan to clean and sweep the area after each change of patrons. At the end of the evening the entire outdoor area will be swept and all trash removed. Any damaged chairs, umbrellas, or other materials will be removed upon notice. Barriers, temporary ramps, and umbrellas/tents will be inspected daily to ensure they do not create any risk to the public. *Required*

Please describe how you will protect the outdoor café area from the parking lane and at both ends. We will place flexible delineators at both ends of the outdoor café. *Required*

There will be one 4 ft ramp located in the center of the café area to provide ADA access to the seating area. There is one entrance to our building located approximately center of the area where patrons will check in. We will maintain a 36" pedestrian lane for walkers along the length of the sidewalk. *Required*

Select file

**"Our outdoor café will be located on the sidewalk and in the parking lane in front of xxx SE 3rd Ave to provide additional seating for up to 60 restaurant patrons beyond what our indoor space can accommodate.**

**The existing sidewalk area is approximately 8 ft wide and 150 ft long, with a streetlight near the center of the sidewalk and one tree on the north side. There are no fire hydrants or crosswalks in the proposed area. There are parking spaces for about 6 cars directly in front of our business.**

**We propose to place 8 tables that are 48" x 48" in the parking spaces with 4 chairs at each table, and 6 tables that are 36" x 36" on the sidewalk adjacent to the building front with two chairs at each table. Tables will be placed 9 ft apart to provide 6 ft of separation between patrons while seated with 3 ft of circulation area**

**Tables in the parking space area will be covered by umbrellas, except for two that will be covered by 10' x 10' tents. Decorative planters will be placed between tables to help maintain separation and at both ends to enhance the area for patrons.**

**Tables will be cleaned and area swept after each change of patrons. At the end of the evening the entire outdoor area will be swept and all trash removed. Any damaged chairs, umbrellas, or other materials will be removed upon notice. Barriers, temporary ramps, and umbrellas/tents will be inspected daily to ensure they do not create any risk to the public**

**The outdoor café will be protected with continuous water filled barriers placed along the outer edge of the parking lane and at both ends. We will place flexible delineators at both ends of the outdoor café.**

**There will be one 4 ft ramp located in the center of the café area to provide ADA access to the seating area. There is one entrance to our building located approximately center of the area where patrons will check in. We will maintain a 36" pedestrian lane for walkers along the length of the sidewalk."**



# Outdoor Cafe - Temporary Permit

Submission date:

Receipt number:

Related form version:

Question	Response
<b>Tell Us About Your Business</b>	
What is your Restaurant / Corporation name?	
If you are using a fictitious name, please tell us what it is.	
Business Address Line 1	
Business Address Line 2	
City	
State	
Zip	
<b>Tell Us About Your Sidewalk Cafe</b>	
Is your proposed Sidewalk Café located solely in the frontage of your restaurant?	
Do you own or lease property?	
When was the start date of your lease?	
Does your food establishment sell alcohol?	
What is your alcohol license number?	
<b>Describe the Proposed Expansion</b>	
Would you like to see a sample description before starting?	
Please describe the design concept.	
Please describe how you intend to use the space. Are you expanding to sidewalk, parking space, or private property? Tell us about the approximate dimensions and if there are any existing obstructions (signs, lights poles, trees, etc).	
Please tell us what furnishings you will be using. List the number of tables and chairs with sizes. What the distances between and around furnishings? Describe any other important factors.	

<p>Please describe decorative elements you will be using to enhance the streetscape (Example: umbrella, tents, planters, etc.) Important Note: Planters can NOT be used as barricades.</p>	
<p>Please describe your plan to maintain the property.</p>	
<p>Please describe what protective devices (barriers, delineators, etc) you will use to provide a physical separation between customers and traffic lanes.</p>	
<p>Please describe how the space will comply with the American Disabilities Act (ADA) requirements.</p>	
<p>If you have any supplemental documents or pictures that you think would help describe your project, please upload them here.</p>	
<p><b>Applicant Information</b></p>	
<p>What is your (applicant) full name?</p>	
<p>What is your email?</p>	
<p>What is your phone number?</p>	
<p>Is your mailing address different from the business address?</p>	
<p>Mailing Address (Applicant)</p>	
<p>Mailing Address Line 2</p>	
<p>City (mailing)</p>	
<p>State (Mailing)</p>	
<p>Zip (Mailing)</p>	
<p><b>Document Upload</b></p>	
<p>Upload Your Proof of Insurance</p>	
<p>Please provide your Business Tax Receipt number.</p>	
<p>OR Upload Your Business Tax Receipt (BTR)</p>	
<p><b>Confirmation</b></p>	

## Regulations that Apply to both Private and Public Spaces

Regulations applying to both Private and Public Space:

1. All indoor and outdoor seating counts toward occupant load.
2. The City of Miami waives all application fees.
3. Business will be responsible for maintaining safe operation at all times.
4. Must comply with requirements for Social Distancing.
  - o Maintain 6 feet separation between seats
  - o 6 feet between tables and pathways
5. Must close immediately if any employee or contractor tests positive for COVID-19.
6. Must keep a record of reservations for contact tracing purposes.
7. Must comply with Miami Fire Rescue fire department access rules.
8. Must meet minimum life safety requirements. Including:
  - o Keep all means of egress clear
  - o Keep fire lanes and fire staging areas clear
  - o Keep access to all hydrants and connection points clear
9. Must meet minimum Americans with Disabilities Act, (ADA) requirements, including:
  - o Minimum clearances and 3' wide accessible routes
  - o Ramps and slopes



10. Must create safe separation between vehicular traffic and pedestrians and diners.
11. Maintain access to public utilities, building, transit stops, and transient entrances
12. Restaurants and food establishments licensed to sell and allow on-premise consumption of alcoholic beverages within expanded dining.
  - o This program does not change the status of Restaurants not currently permitted to sell alcohol.
13. May erect tents and other shade structures
  - o All tents must abide by requirements listed below under "General Requirements for use of Tents or Shade Structures"
  - o Tents of 120sqft or smaller may be erected.
  - Individual 120sqft tents must be separated by 6' or more
  - o Tents larger than 120sqft must comply with I.F.I.A. tent handbook requirements and will require a building permit.
14. Businesses are responsible for activating spaces with chairs, tables, umbrellas, and barriers as needed.
15. Business are responsible for daily upkeep, litter cleanup, and maintenance associated with operations.
16. The permit shall be specifically limited to the subject area shown on the approved site plan.
17. Business are responsible for removal and restoring space to previous conditions for the following reasons:
  - a. The cessation of use

- b. The end of the program
  - c. Violations of permit conditions listed here or other legal requirements
  - d. The cafe poses a dangerous condition or threat to life or property such as:
    - i. Materials encroach into travel or bike lanes
    - ii. Materials limit required site-lines or visibility
    - iii. Structures become unsafe
  - e. Request by City due to a declaration of State of Emergency such as a hurricane
  - f. Business create modifications unapproved by the City
18. The Permittee must agree in writing to authorize the City to remove and restore space at the Permittee's sole cost in the event that any of the above conditions occur.
19. Dangerous or threatening conditions must be fixed immediately.
20. If non-threatening violations occur, the applicant will be notified and will be given a maximum of five (5) working days to remedy the conditions.
21. Permits will be terminated if violations are not fixed in 5 working days.
22. If a permit is terminated, sites must be returned to previous condition at the sole cost of the Permittee within three (3) calendar days.
23. When the encroachment causes a dangerous condition or threat of danger to life or property, the permit will be terminated without the five (5) day notice and removed immediately at Permittee's cost.
24. The City, at its sole discretion, may restore sites to their previous condition upon a finding that it is in the public interest for the City to fund or partially fund its removal.

25. Permits under the Program are separate from and shall not otherwise alter or amend the terms of any existing sidewalk café permits issued pursuant to Chapter 54-222, Article VI, of the City Code (the "Sidewalk Café Ordinance").

26. Typical requirements of the Sidewalk Café Ordinance are temporarily suspended.

27. Additional regulations may be found at:  
<https://www.miamidade.gov/global/initiatives/coronavirus/business/openings-restaurants.page>