

1. Requested Motion:

Meeting Date: 3/1/2010

Authorize the mayor to execute (1) the subgrant agreement with the State of Florida; (2) the subgrant agreement with Kenneth and Celia Erickson; and (3) any future extensions and modifications of such agreements as are necessary, all to enable federal funding of a Flood Mitigation Assistance project to elevate the existing building at 131 Pearl Street.

Why the action is necessary:

This project was approved for federal funds several years ago. These agreements will allow the project to remain funded, proceed with permitting and construction, and receive reimbursement passed down from FEMA, to the State of Florida, to the Town, to the Ericksons.

What the action accomplishes:

Allows the building at 131 Pearl Street to be elevated to the base flood elevation using federal funds.

2. Agenda:

3. Requirement/Purpose:

4. Submitter of Information:

Consent
 Administrative

Resolution
 Ordinance
 Other

Council
 Town Staff
 Town Attorney

5. Background:

FEMA administers several grant programs for the mitigation of future flood damage, some of which can benefit individual homeowners and owners of commercial buildings in areas subject to flooding. Individual owners of eligible property must have the sponsorship of the local government in which the property is located in order to take part in these programs. In Florida the relationship between FEMA and the local government passes through the State of Florida. The result is that applications for grants involve a coordinated effort between the property owner and the local government to prepare an application, which is sent to the State. For successful applications, carrying out the project requires an agreement between the Town and the State in which the State requires the Town to promise that a myriad of federal and state regulations will be followed. Prudence dictates that a similar agreement between the Town and the property owner should be made before any funds are disbursed.

A prior Town Council noted that for a period of several years after the completion of such a project, the project records could be audited by FEMA to assure that the requirements were complied with, and that if noncompliance were discovered, the Town could be required to repay all of the federal funds received. To protect the Town from this financial liability, that Council determined that a letter of credit or performance bond for the entire amount of the Town's potential liability should be required for the entire period of the Town's potential liability. Though this would provide the Town the maximum possible protection, it also tends to discourage property owners from participating in these grant programs.

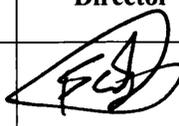
6. Alternative Action:

Continue to require the letter of credit or performance bond for the full period of the Town's potential financial liability; or decline to participate in this program (this would prevent federal funding of the Erickson project).

7. Management Recommendations:

Authorize the mayor to execute the agreements; select an option for financially protecting the Town.

8. Recommended Approval:

Town Manager	Town Attorney	Finance Director	Public Works Director	Community Development Director	Cultural Resources Director	Town Clerk
						

9. Council Action:

Approved Denied Deferred Other

Attachment I

THIS Attachment is to that certain Sub Grant Agreement entered into by and between the Town of Fort Myers Beach (hereinafter referred to as the “Town”) and Kenneth and Celia Erickson (hereinafter referred to as “the Recipients”), dated _____, 20__ (the “Agreement”).

The parties hereto further agree as follows:

(a). The Recipients agree that the Town shall receive the sum of four thousand five hundred and ninety-six (\$4,596.00) dollars for the Town’s administrative costs incurred in relation to this Agreement and the Federal Subgrant Agreement between the Department of Community Affairs and the Town (“the DCA Agreement”), as set forth below:

- (i) Prior to execution of this agreement, the Recipients shall directly pay the sum of one thousand, one hundred and forty-nine (\$1,149.00) dollars to the Town upon mutual execution of this Agreement, which sum shall represent the “non-federal” contribution to the sub-applicant management cost as set forth on Attachment A-2 to the DCA Agreement. This sum shall be non-refundable.
- (ii) The remaining three thousand, four hundred and forty-seven (\$3,447.00) dollars shall be retained by the Town from funds provided under the DCA Agreement, which sum shall represent the “federal” contribution to the sub-applicant management cost as set forth on Attachment A-2 to the DCA Agreement. As between the Town and the Recipients, this sum shall be non-refundable. **This sum shall be included in the first request for reimbursement to DCA and shall immediately be retained by the Town as funds are disbursed from DCA to the Town.**

(b). Prior to each request by the Recipients to use any portion of the Flood Mitigation Assistance Program Funds to be disbursed by the Department of Community Affairs (“DCA”) to the Town, the Recipients shall provide to the Town a Letter of Credit (“LOC”) substantially in the form attached to this Addendum as Exhibit “A” in the amount of such request for reimbursement, and thereafter each subsequent request for reimbursement shall require a replacement LOC, terminating the prior LOC and substituting an identical LOC for the cumulative amount of funds requested by the Recipients. Such LOC amounts would be available to the Town “on-demand” without approval required by the Recipients. For the term of the DCA Agreement and the Agreement to which this is an Addendum, the Recipients shall maintain the LOC in the cumulative amounts set forth above, not to exceed a total amount of seventy-two thousand, four hundred and forty-seven (\$72,447.00) dollars, or the total amount of Flood Mitigation Assistance Program Funds approved by the DCA under the DCA Agreement, whichever is greater. For purposes of this subparagraph, “term” shall be construed as being the time period of the Agreement and for any additional time period that the Town has potential liability to the state or federal government(s) under this Agreement. Nothing contained herein shall be construed to limit the indemnification and hold harmless provisions contained elsewhere in this Agreement.

(SIGNATURES ON FOLLOWING PAGE)

TOWN OF FORT MYERS BEACH

By: _____

Name and Title: _____

Date: _____

SAMAS #: _____ FID#: _____

Kenneth D. and Celia S. Erickson

By: _____

Kenneth D. Erickson

Date: _____

By: _____

Celia S. Erickson

Date: _____

Notary Seal:

Date Commission Expires:

Contract Number: 10FM-13-09-46-02-____
CFDA Number: 97.029
FEMA Nos.: FMA-PJ-04-FL-2006-034 Erickson Elevation

FEDERALLY FUNDED SUBGRANT AGREEMENT

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 Town of Fort Myers Beach, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.

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

(1) SCOPE OF WORK

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

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

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties or April 16, 2007 whichever is later, and shall end on March 31, 2010 unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

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

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer, or State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

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

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times

to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

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

(b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

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

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

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

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses to

have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to the Division at each of the following addresses:

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

[an electronic copy shall also be submitted to aurilla.parrish@dca.state.fl.us]

and

Division of Emergency Management
Bureau of Recovery and Mitigation
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

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>

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

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

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

[an electronic copy shall also be submitted to aurilla.parrish@dca.state.fl.us]

and

Division of Emergency Management
Bureau of Mitigation
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) By the due date, send any reports, management letters, or other information required to be submitted to the Department and the Division pursuant to this Agreement in accordance

with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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

(i) If the audit shows that all or any portion of the entire funds disbursed were not spent in accordance with the conditions of this Agreement, the 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 Department or the Division has notified the Recipient of such non-compliance.

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

(7) REPORTS

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

(b) Quarterly reports are due to be received by the Division no later than 5 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due 60 days after termination of this Agreement or 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, the Division may withhold further payments until they are completed or

may take such other action as set forth in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

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

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

(8) MONITORING.

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

In addition to reviews of audits conducted in accordance with Paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by the Division staff, limited scope audits and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division or the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division or the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and 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, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortuous 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, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make any further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). 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:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants contained 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) If any material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

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

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

(11) REMEDIES.

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

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of such 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 set forth in paragraph (13) 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 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:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

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

4. require the 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 otherwise available under law.

(g) 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 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 Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty 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 Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that the continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar 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 Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold any payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

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

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

Miles Anderson, State Hazard Mitigation Officer
Bureau of Mitigation
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: (850) 413-9816
Fax: (850) 922-1259
Email: Miles.Anderson@em.myflorida.com

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

John Patterson
Floodplain Development Coordinator
Town of Fort Myers Beach
2523 Estero Boulevard
Fort Myers Beach, FL
Telephone: (239) 765-0202, Ext. 105
Email: john@fortmyersbeachfl.gov

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative

will be rendered as provided in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority vendor, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

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

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Recordkeeping

Attachment D – Reports

Attachment E – Justification of Advance

Attachment F – Quarterly Report Forms

Attachment G – Warranties and Representations

Attachment H – Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$ 72,447.00 (federal share) subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested below, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

_____ An advance payment of \$ _____ is requested.

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

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (20)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(18) REPAYMENTS

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

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

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

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

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall 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 otherwise unenforceable, then the provision shall be null and void to the extent of such 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 Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

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

(f) 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.

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

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and
4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

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

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

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

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

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla.Stat.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the 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.

(m) 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 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.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of 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, Fla. Stat.

(o) All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(21) LOBBYING PROHIBITION

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the 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.

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 Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying,".

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

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

(22) COPYRIGHT, PATENT AND TRADEMARK

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

PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

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

(b) If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination of 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 Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are hereby transferred by the Recipient to the State of Florida.

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

(23) LEGAL AUTHORIZATION.

The 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 Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(24) ASSURANCES.

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

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

Recipient: Town of Fort Myers Beach

BY: _____

Name and title: _____

Date: _____

FID# _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

BY: _____

Name and Title: Ruben Almaguer, Interim Division Director

Date: _____

EXHIBIT – 1

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

Federal Program: Federal Emergency Management Agency
Catalog of Federal Domestic Assistance Number: 97.029
Amount of Federal Funding: \$72,447.00

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

The Flood Mitigation Assistance Program is authorized by Sections 1366 and 1367 (42 U.S.C) of the National Flood Insurance Reform Act of 1994 (NFIRA). This program provides assistance to States and Communities for activities that will reduce the risk of flood damage to structures insurable under the National Flood Insurance Program. The Severe Repetitive Loss (SRL) Program was created pursuant to Section 1361A of the NFIRA of 1968, 42 U.S.C. 4012A, as amended by the Bunning-Bereuter-Blumenauer Flood insurance Reform Act of 2004, Public Law 108-264, with the goal of reducing flood damages to SRL properties.

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

Attachment A

Budget and Scope of Work

The Recipient will be responsible for the implementation and completion of the project in accordance with Attachment A, Attachment A-1 and Attachment A-2, in a manner acceptable to the Division, and in accordance with all applicable legal requirements. The contract documents for any project undertaken by the Recipient, and any land use permitted by or engaged in by the Recipient, shall be consistent with the local government Comprehensive Plan. The Recipient shall ensure that any development or development order complies with all applicable planning, permitting and building requirements. The Recipient shall ensure that the project owner shall engage such competent engineering, building, and other technical and professional assistance as may be needed to ensure that the project complies with the contract documents.

For each structure receiving assistance under this Agreement, the Recipient shall first provide the following information to the Agency and to the Division:

1. Documentation for all repetitive losses, showing the number of claims, the amount of each claim, the amount of payment on each claim, and the date of each such payment;
2. The date of initial construction for the structure;
3. The elevation of the lowest floor of the structure;
4. The flood zone where the structure is located;
5. The base flood elevation of the structure;
6. The appraised value of the structure;
7. Estimates of the cost of work on the structure by the contractor, which shall separate eligible from ineligible costs;
8. Estimates of the square footage of the structure before and after the completion of the work;
9. Estimates of damage to any substantially damaged structure; and
10. Proposed elevation height for any substantially damaged structure.

Time shall be of the essence of this Agreement and of the performance of all conditions under it. Subject to any modification extending the time for the performance of this Agreement approved by the Division or by FEMA, the time for the completion of the project shall be one (1) year from the date of this Agreement. The supporting documents set forth in the Payment Procedure/Budget section below shall be submitted to the Division no later than sixty (60) days after the date of the last modification extending the Agreement. The Recipient shall submit the completed documentation to the Division no later than sixty (60) days from the completion of all work, or the date the project passes final inspection, whichever is later. The time for the performance of this Agreement may be extended for cause by the Division. If any extension request is denied, the Recipient shall be reimbursed for eligible project costs incurred up to the latest approved date for completion. Failure to complete any project will be adequate cause for the termination of funding under for that project.

PAYMENT PROCEDURE/BUDGET

The Division shall disburse the eligible costs to the Recipient in accordance with the following procedures:

- A. The Recipient will be reimbursed for that portion of its eligible costs corresponding to the federal share of such costs once the Recipient has delivered the following documents to the Division:
 1. A Request for Advance or Reimbursement Form conforming to the sample attached to this Agreement as Attachment C-1;
 2. A Summary of Documentation Form conforming to the sample attached to this Agreement as Attachment C-2, which shall be supported by original documents such as contract documents, invoices, purchase orders, change orders and the like; and
 3. A letter certifying that the reported costs were incurred in the performance of eligible work.

- B. The Division may, in its discretion, withhold its portion of the non federal share of funding under this Agreement from the Recipient if the Division has reason to expect a subsequent unfavorable determination by the Federal Emergency Management Agency that a previous disbursement of funds under this Agreement was improper.

- C. The Division may advance funds under this Agreement to the Recipient if the Recipient meets the following conditions:
 1. The Recipient shall demonstrate to the Division that the Recipient has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;
 2. The Recipient shall submit a statement specifying the amount of funds requested and justifying the advance and the proposed use of the funds, together with budget information supporting the request;
 3. The Recipient shall submit a completed Request for Advance or Reimbursement Form; and
 4. The Recipient shall pay over to the Division any interest earned on advances for remittance to the Federal Emergency Management Agency as often as practicable, and in any event not later than ten (10) business days after the close of each calendar quarter.

- D. The Division shall disburse the final payment to the Recipient upon the performance of the following conditions:
 1. The owner of the project shall have completed the project, and the Recipient shall have certified to its completion and final inspection;
 2. The Recipient shall have submitted the documentation specified in this Payment Procedure; and
 3. The Recipient shall have requested final reimbursement.

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

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

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

ATTACHMENT A-1
FEMA AWARD LETTER

April 16, 2007

Mr. Craig Fugate, Director
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Attention: Mr. Charles Speights

Re: Flood Migration Assistance grant program (FMA)
Project Approval: FMA-PJ-04-FL-2006-034, Ft. Myers Beach

Dear Mr. Fugate:

It is my pleasure to confirm that the following project sub-grant has been approved through the FMA grant program pursuant to the Congressional appropriations for Fiscal Year 2006. The revised Scope of Work (SOW) and Budget submitted by the State for this FMA project sub-grant is approved except as noted in the Conditions below. Please be advised that any proposed change in the list of participating properties or project type represents an SOW change and must be approved by our office prior to issuance of a contract or start of construction.

FMA Project Approval Town of Ft. Myers Beach	Federal Share	Non- Federal Share	Total Project Cost
FMA-PJ-04-FL-2006-034 Fort Myers Beach - 131 W Pearl Street Standard Elevation	\$72,447.00	\$24,149.00	\$ 96,596.00

This letter constitutes programmatic approval for use of FY 2006 FMA funds. Sandra McN`ease, Assistance Officer in our Thomasville Office, issued the financial award and documentation in support of this approval through eGrants on April 12, 2007, and the State has accepted the award. The funds have been obligated to the appropriate SmartLink account.

The CATEX for this project has been issued in eGrants. After a review of the proposed project and the environment, and provided that the conditions listed below are met, it was determined that no extraordinary circumstances, as defined in 44 CFR 10.8(d)(3), exist regarding this proposed project. The following "conditions of approval" are placed on this project.

Programmatic Conditions:

1. In response to the FMA FY2006 Guidance, Section 3.3.3 special Flood Hazard Area (SFHA) the following documentation will be obtained and provided to our office either prior to issuance of a contract to the sub-grantee, or as part of closeout documentation, as noted below:

- a. *Signed Notices from each affected property owner in the SFHA that the Sub-grantee will record a Deed Notice applicable to their property, as described in*

C. below, and that they will maintain flood insurance, must be provided to our office prior to issuance of a contract to the sub-grantee. The Model “Notice of Conditions for Receiving FEMA Grant Funds for Projects in a Special Flood Hazard Area” referred to on Page I-23 of the Guidance, and located at: http://www.fema.gov/government/grant/sfha_conditions.shtm

- b. Verification that each owner of project property located within a SFHA has obtained flood insurance on the structure(s) benefiting from this project within 60 days of completion of the project as affects their property.*
- c. Confirmation that the Sub-grantee has recorded a “Deed Notice” for each project property located within a SFHA, that: “This property has received Federal hazard mitigation assistance. Federal law requires that insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. §5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The property owner is also required to maintain this property in accordance with the flood plain management criteria of Title 44 of the Code of Federal Regulations Part 60.3 and City/County Ordinance.”*

Programmatic Conditions for All Projects:

- 2. Changes to the list of participating properties in an approved mitigation project will be considered by FEMA but not approved automatically. The State must request a change in the approved property list as a formal SOW Revision. The Applicant/Sub-applicant must have identified the alternative properties in the project application and must have provided a Benefit-Cost Analysis for each alternate property. The Regional Office may allow eligible properties to be substituted as long as the substitution does not change the overall nature of the project or increase the amount of the Federal share beyond the State’s available FY2006 FMA funding.

Environmental Conditions:

- 3. The Applicant must follow all applicable state, local and federal laws, regulations, and requirements and obtain (before starting project work) and comply with all required permits and approvals. If start of project work is delayed for a year or more after date of this CATEX, then coordination with and project review by appropriate regulatory agencies must be redone.
- 4. Any change, addition, or supplement to the approved project SOW that alters the project (including other work not funded by FEMA, but done substantially at the same time) will require re-submission of the application to FEMA for NEPA re-evaluation before starting project work.
- 5. Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions. The contractor will implement measures to prevent spillage or runoff of chemicals, fuels, oils, or sewer-related wastes during project work.
- 6. Any hazardous materials found onsite, such as asbestos or lead-based paint, will also be managed in accordance with all applicable state, local, and federal laws and regulations.

The terms and conditions of this award are contained in the Agreement Articles issued through eGrants by Ms. McNease. Please review these Articles thoroughly and abide by all provisions, including the following highlights:

- The State will be paid in advance using the HHS SmartLink System. The State may advance portions of the approved Federal share to the Subgrantee provided procedures are maintained to minimize the time elapsing between the transfer of funds and their disbursement by the Subgrantee.
- Quarterly financial and programmatic progress reports for FMA projects are required. The programmatic progress report will include sufficient narrative to determine the degree to which the project has been implemented and the estimated time to completion. We request that Quarterly reports be prepared and submitted in eGrants.
- The State must obtain prior approval from Ms. McNease and our office before implementing changes to the approved project SOW. A change in the SOW must be approved by FEMA in advance regardless of the budget implications.
- The State must obtain prior approval from the Regional Lead Specialist before implementing changes to the approved project/sub-grant budget that exceed 10% of the approved budget. No prior approval from FEMA is required for cumulative transfers among sub-award line items of 10% or less. For cumulative budgetary shifts exceeding 10% of the entire State Grant award, the approval of Mrs. McNease must also be obtained, but not for each sub-grant revision.
- Cost overruns for projects funded through the FY2006 cycle may only be covered by cost underruns associated with the State's other FY2006 project awards, or through obtaining Supplemental Funds. Such funds may be requested in writing prior to September 1, 2007, with appropriate justification, by contacting the Regional Office. Once the FY2006 cycle closes on September 20, 2007, these funds will no longer be available.
- The grantee must notify FEMA as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion.
- Upon completion of the FMA project, although not specifically required, we request that the Subgrantee's closeout request along with the State's recommendation be submitted to our office for review and concurrence, prior to reimbursement for the final Federal share of eligible project costs, as is done for our Hazard Mitigation Grant Program (HMGP).
- Within 90 days after the expiration or termination of the project/sub-grant, the State must submit all financial, performance, and other reports and documentation required as a condition of this award to the Regional Lead Specialist for programmatic closeout. A 90-day closeout period also applies for the entire State Grant Award upon completion of all activities. The closeout documentation for the entire Grant Award is provided directly to Mrs. McNease.
- For closeout of this project/sub-grant, the Governor's Authorized Representative shall send a letter of request to close the project programmatically and financially. The letter will include the following: the date work on the project was fully completed, the date of the Grantee's final site inspection for the project, the final total project cost and Federal share, any cost underrun, and a certification that reported costs were incurred in the performance of eligible work, that the approved work was completed and that the mitigation measure is in compliance with the provisions of the Agreement Articles and this approval letter.
- A copy of the Grantee's final site inspection report will be enclosed with the closeout request letter. This report will contain, at minimum, all the data fields required for final site inspection reports for our HMGP program.
- The Grantee will ensure that all documentation necessary to close the project in the Property Site Inventory is also provided in the closeout request letter.
- For property acquisition and relocation projects, signed and dated copies of the open space deed restrictions must be provided at closeout.
- The State will complete all necessary closeout procedures in eGrants as such features become functional and available.

The Period of Performance (POP) for this award is two years, April 12, 2007 through March 31, 2009. The POP for this sub-grant should be documented on all correspondence submitted to this office concerning the sub-grant, in addition to the quarterly report.

Thank you for submitting an application to the FY 2006 FMA grant program. If you have any questions, please contact Gabriela Vigo of my staff at (229) 225-4546.

Sincerely,

Clayton E. Saucier, Chief
Hazard Identification & Risk Assessment Branch

Attachment A-2

BUDGET AND SCOPE OF WORK FOR INDIVIDUAL RESIDENCE

Property Owner: Ken Erickson
Property Address: 131 West Pearl Street
Fort Myers Beach, FL

The Scope of Work for this project is a Standard Elevation where the residence will be elevated at least 2 feet above the Base Flood Elevation. The house will be retrofitted to comply with the current local and Florida Building Codes and shall meet National Flood Insurance Program (NFIP) construction requirements for structures in an A zone.

Funding Summary

Federal Share: \$ 72,447.00 (75%).
Local Share: \$ 24,149.00 (25%)
Project Cost: \$ 96,596.00

The Division of Emergency Management (DEM) shall reimburse eligible costs for this project up to \$ 72,447.00 (federal share).

The recipient shall require the property owner to adhere to the following Environmental conditions as part of the award.

1. The applicant must follow all applicable state, local, and federal laws, regulations, and requirements, and obtain (before starting project work) and comply with all required permits and approvals. If start of project work is delayed for a year or more after the date of CATEX, then coordination with and project review by appropriate regulatory agencies must be redone.
2. Any change, addition, or supplement to the approved project Scope Of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time) will require re-submission of the application to FEMA for NEPA re-evaluation before starting project work.
3. Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions. The contractor will implement measures to prevent spillage or runoff of chemicals, fuels, oils, or sewer-related wastes during project work.
4. Any hazardous materials found onsite, such as asbestos or lead-based paint, will also be managed in accordance with all applicable state, local and federal laws and regulations.

As part of the closeout documentation, the recipient shall provide to the department the following

1. Signed notices from the affected property owner in the SFHA that the sub-grantee will record a Deed Notice applicable to their property, as described in 3, below, and that they will maintain flood insurance. (A model notice is attached to this revised budget and scope of work).
2. Verification that the property owner located within a SFHA has obtained flood insurance on the structure within 60 days of completion of the project.

3. Confirmation that the sub-grantee has recorded a "Deed Notice" for the project property located within a SFHA, that: "This property has received Federal hazard mitigation assistance. Federal law requires that insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The property owner is also required to maintain this property in accordance with the flood plain management criteria of Title 44 of the Code of Federal Regulations Part 60.3 and City/County Ordinance."

Eligible Expenditures

The categories outlined below are generally considered eligible for reimbursement under the Severe Repetitive Loss Program. Only reasonable eligible expenses may be reimbursed. The Recipient shall provide the Division with a detailed listing of project expenditures, classified according to the listed categories, as part of any request for payment. Any expenditure that does not clearly fall under the specified categories shall be submitted to the Division for review and determination of funding eligibility under the Severe Repetitive Loss Program.

Preliminary cost estimates for this project have been provided to the Division, and those costs that are eligible have been incorporated into the categories outlined below.

The amounts set forth below are estimates, and the Recipient may allow the Property Owner to exceed the estimates and be reimbursed for 100% of expenditures in a category, provided that the total reimbursement shall not exceed \$72,447.00 (federal share).

Eligible Cost Item	Total Cost	Federal Share (75%)	Local Share (25%)
Permits and Plans	\$ 5,000.00	\$ 3,750.00	\$ 1,250.00
Elevation of Home (including Footers and Pilings)	\$ 75,000.00	\$ 56,250.00	\$ 18,750.00
Temporary Living and Storage	\$ 12,000.00	\$ 9,000.00	\$ 3,000.00
Sub-Applicant Management Costs	\$ 4,596.00	\$ 3,347.00	\$ 1,149.00
TOTAL PROJECT COST	\$ 96,596.00	\$ 72,447.00	\$ 24,149.00

Attachment B

Program Statutes and Regulations

National Flood Insurance Program, Public Law 90-448, as amended (42 U.S.C. §§4001-4129)

44 C.F.R. Parts 13 and 78

- (1) OMB Circular No. A-110
- (2) OMB Circular No. A-87
- (3) OMB Circular No. A-21
- (4) OMB Circular No. A-122
- (5) OMB Circular No. A-133
- (6) Federal Acquisition Regulations 312 and 931.2
- (7) American's With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101
seq.)
- (8) Cash Management Improvement Act of 1990
- (9) Immigration and Nationality Act Section 274A(e)
- (10) Chapter 119 Florida Statute
- (11) Chapter 216 Florida Statute
- (12) Chapter 768.28 Florida Statute

Attachment C

Statement of Assurances

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

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

purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C.: 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
 - (3) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), where applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications;
 - (h) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, FS;
 - (i) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
 - (j) It will comply with the provisions of 18 USC 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
 - (k) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973 as amended, 42 USC 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;
 - (l) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
 - (m) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
 - (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Section 800.8) by the proposed activity; and

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

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

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

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

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

- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958; 16 U.S.C. 661-666.
- (jj) With respect to demolition activities, it will:
 1. Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 2. Return the property to its natural state as though no improvements had ever been contained thereon.
 3. Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
 4. Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazards Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
 5. Provide supervision over contractors or employees employed by Recipient to remove asbestos and lead from demolished or otherwise applicable structures.
 6. Leave the demolished site clean, level and free of debris.
 7. Notify DEM promptly of any unusual existing condition which hampers the contractors work.
 8. Obtain all required permits.
 9. Provide addresses and marked maps for each site where water wells and septic tanks

are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

10. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
11. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61). This clause shall be added to any subcontracts.
12. Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR ADVANCE OR REIMBURSEMENT OF
FLOOD MITIGATION ASSISTANCE GRANT PROGRAM FUNDS

RECIPIENT NAME: Town of Fort Myers Beach

ADDRESS: 2523 Estero Blvd,
Attn: John Patterson

CITY, STATE, ZIP CODE: Ft. Myers Beach, FL 33931

PAYMENT No: _____ DEM Agreement No: 10FM-13-09-46-02- ____

FEMA Tracking Numbers: _FMA-PJ-04-FL-2006-034 Erickson Elevation Project

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

TOTAL CURRENT REQUEST \$ _____

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

RECIPIENT SIGNATURE _____

NAME AND TITLE _____ DATE: _____

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

DIVISION OF EMERGENCY MANAGEMENT

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

Applicant: Town of Fort Myers Beach

DEM Agreement No. 10FM-13-09-46-02- _____ FEMA Tracking # FMA-PJ-04-FL-2006-034

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

Attachment E

Justification of Advance

1. **Where to submit Advance Payment Requests:**
Florida Division of Emergency Management
Bureau of Recovery and Mitigation
Hazard Mitigation Grant Program
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
2. **Due Date for submitting advance payment request:**
Within _____ date of contract execution.
3. **Required Information:**
 - A. First time recipients:
Must provide an estimation (with justification/rationale) of expenditures for the first three months of the contract.
 - B. Continuing Recipients:
Must provide data comparing prior year expenditures to advance payments received. (3 years if applicable).

DIRECTIONS FOR COMPLETING ADVANCE PAYMENT JUSTIFICATION FORM

4. Lines 1-5

Columns 1-3: - Enter SFY/FFY for each column in which data will be reported.
- For lines 1-4, enter the first three months expenditures for each previous fiscal year.
- Total the expenditures for each column and enter totals on Line. 5.

Column 4: - Total the expenditures for each line item and enter the sum in Column 4.

Column 5: - For each line item, divide the total entered in Column 4 by 3 and enter the total (average) in Column 5.
5. Lines 6-8

Columns 6-10 - Enter SFY/FFY for each column in which data will be reported.

Line 6: Enter the total advance received from each fiscal year. Enter total for all columns in Column 9.

Divide the total entered in Column 9 by 3 and enter the total (average) in Column 10.

Line 7: Enter the totals from Line 5 above for Columns 6-10.

Line 8: For each column, subtract Line 6 from Line 7 and enter the difference on Line 8 for the appropriate fiscal year, total and average.

Lines 6 and 7: Divide the totals listed in column 9 by 3 and enter the total (average) in column 10.

6. Advance Payment Request - Go to Line 7, column 10. This amount is the average total expense for the prior year contracts and should be considered when determining the projected advance payment amount.

Attachment E-1

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

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

NO ADVANCE REQUESTED

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

ADVANCE REQUESTED

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

ADVANCE REQUEST WORKSHEET

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

DESCRIPTION		(A) FFY 2005-2006	(B) FFY 2006-2007	(C) FFY 2007-2008	(D) Total
1	INITIAL CONTRACT ALLOCATION				
2	FIRST THREE MONTHS CONTRACT EXPENDITURES ¹				
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

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

MAXIMUM ADVANCE ALLOWED CALCULATION:

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

REQUEST FOR WAIVER OF CALCULATED MAXIMUM

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

ESTIMATED EXPENSES

BUDGET CATEGORY	2007-2008 Anticipated Expenditures for First Three Months of Contract
ADMINISTRATIVE COSTS	
PROGRAM EXPENSES	
TOTAL EXPENSES	

Explanation of Circumstances:

Attachment G

Warranties and Representations

Financial Management

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

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify adequately the source and application of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable cost principles and the terms and conditions of this grant.
- (6) Accounting records, including cost accounting records that are supported by source documentation.

Competition.

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

Codes of conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent,

any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

Licensing and Permitting

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

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Contractor Covered Transactions

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

CONTRACTOR:

By: _____
Signature

Recipient's Name

Name and Title

Division Contract Number

Street Address

City, State, Zip

Date

FEDERALLY-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by and between the Town of Fort Myers Beach in Fort Myers Beach, Florida (hereinafter referred to as the "Town"), and Kenneth and Celia Erickson, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

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

(1) SCOPE OF WORK.

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

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

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

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end March 31, 2010, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Modifications, if any, of this Agreement, shall be valid only when reduced to writing, duly signed by each of the parties hereto with the same formality as the original execution, and attached to the original of this Agreement as an addendum.

(5) RECORDKEEPING

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

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

1. If any litigation, claim or audit is started before the expiration of the five year period and extends beyond the five year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time of acquisition shall be retained for five years after final disposition.

3. Records relating to real property acquisition shall be retained for five years after closing of title.

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

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Town, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:30 a.m. to 4:30 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Town.

(6) AUDIT REQUIREMENTS

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

(b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Town. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:30 a.m. to 4:30 p.m., local time, Monday through Friday.

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

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

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

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

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

The Town of Fort Myers Beach at the following address:

Town of Fort Myers Beach
Town Hall
2523 Estero Blvd
Fort Myers Beach, Florida 33931

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

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

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

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

Town of Fort Myers Beach
Attn: Town Manager
Town Hall

2523 Estero Blvd
Fort Myers Beach, Florida 33931

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

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

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

(j) The Recipient shall have all audits completed by an independent certified public accountant (ICPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The ICPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Town no later than nine (9) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) At a minimum, the Recipient shall provide the Town with quarterly reports, and with a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the

expenditure of funds under this Agreement, in addition to such other information as requested by the Town.

(b) Quarterly reports are due to be received by the Town no later than 5 days after the end of each quarter of the program year and shall continue to be submitted each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

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

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

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

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

(8) MONITORING.

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

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised and Section 215.97, Fla. Stat. (see Paragraph (6) AUDIT REQUIREMENTS, above), monitoring procedures may include, but not be limited to, on-site visits by Town staff, limited scope audits as defined by OMB

Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Town. In the event that the Town determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Town to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, the Town will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) The Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall hold the Town harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Town, but is an independent contractor.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Town to make any further payment of funds hereunder shall, if the Town so elects, terminate and the Town may, at its option, exercise any of its remedies set forth in Paragraph (11), but the Town may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

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

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

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

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

(11) REMEDIES.

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

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

(b) Commence an appropriate legal or equitable action to enforce performance of this Agreement;and/or

(c) Withhold or suspend payment of all or any part of a request for payment; and/or

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

1. Requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance, and/or

2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, and/or

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

4. Requiring the Recipient to reimburse the Town for the amount of costs

incurred for any items determined to be ineligible; and/or

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

(f). Draw upon the Receptient's guaranteed funds (performance bond, letter of credit or other guarantee as set forth elsewhere herein) to the extent required, in the Town's sole discretion, to cure and/or ameliorate the Event of Default on the part of Recipient; and/or.

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

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

(12) TERMINATION.

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

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

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

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

(13) NOTICE AND CONTACT.

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

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

John Patterson, AICP, CFM (or successor)
Town of Fort Myers Beach
Department of Community Development
2523 Estero Blvd
Fort Myers Beach, FL 33931
Telephone: (239) 765-0202
Fax: (239) 765-0909

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

Mr. Ken Erickson
399 Snow Dr
Ft. Myers, Florida 33919

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any or all of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Town for review and approval prior to execution of the subcontract by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Town and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. Each subcontractor's progress in performing its work under this Agreement shall be documented in the quarterly report submitted by the Recipient.

For each subcontract, the Recipient shall provide a written statement to the Town as to whether that subcontractor is a minority vendor, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

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

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A - Budget and Scope of Work

Attachment B - Program Statutes and Regulations

Attachment C - Statement and Assurances

Attachment D - Request for Advance or Reimbursement

Attachment E - Justification of Advance

Attachment F - Warranties and Representations

Attachment G - Quarterly Report Form

Attachment H - Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion

Attachment I – Guaranteed Funds

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$72,447** subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Town under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

1. _____ No advance payment is requested.

2. _____ An advance payment of \$ _____ is requested. If Council agrees, this should be deleted.

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

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

(18) REPAYMENTS

All refunds or repayments to be made to the Town under this Agreement are to be made payable to the order of "Town of Fort Myers Beach", and mailed directly to the Town at the following address:

Town of Fort Myers Beach
Town Hall
2523 Estero Blvd
Fort Myers Beach, Florida 33931

(19) VENDOR PAYMENTS.

Recipient shall be solely responsible for timely payments of invoices to subcontractors and consultants, regardless of whether grant funds are disbursed by the Town.

(20) STANDARD CONDITIONS

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

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

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

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

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

(f) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

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

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

with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

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

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

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

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

(m) The State of Florida 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 Town shall consider the employment by Recipient or anyone employed by the Recipient of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Town in addition to any other remedies hereunder.

(o) Unless inconsistent with the public interest or unreasonable in cost, all unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a.

(21) LOBBYING PROHIBITION

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

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

(22) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

and all copyrights accruing under or in connection with the performance under this Agreement are hereby transferred by the Recipient to the State of Florida.

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

(23) LEGAL AUTHORIZATION.

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

(24) ASSURANCES.

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

(25) ACKNOWLEDGEMENT

By signing below, the recipient acknowledges that it understands and accepts all provision of federal, state and town statute, regulation, administrative code, ordinance and other law set forth in this agreement and agrees to be bound thereby.

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

Recipient: KENNETH D. AND CELIA S. ERICKSON

By: _____

Kenneth D. Erickson

Date: _____

By: _____

Celia S. Erickson

Date: _____

Notary Seal:

Date Commission Expires:

SAMAS# _____ FID# _____

TOWN OF FORT MYERS BEACH

By: _____,
_____, Mayor

Date: _____

EXHIBIT – 1

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

Federal Program: **Federal Emergency Management Agency**
Catalog of Federal Domestic Assistance Number: 97.029
Amount of Federal Funding: \$72,447

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

**The Flood Mitigation Assistance Program is authorized by Sections 1366 and 1367 (42 U.S.C) of
the National Flood Insurance Reform Act of 1994 (NFIRA). This program provides assistance to**

States and Communities for activities that will reduce the risk of flood damage to structures insurable under the National Flood Insurance Program.

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

Attachment A

Budget and Scope of Work

The Recipient will be responsible for the implementation and completion of the project in accordance with Attachment A, Attachment A-1 and Attachment A-2 in a manner acceptable to the Town, and in accordance with all applicable legal requirements. The contract documents for any project undertaken by the Recipient, and any land use permitted by or engaged in by the Recipient, shall be consistent with the local government Comprehensive Plan. The Recipient shall ensure that any development or development order complies with all applicable planning, permitting and building requirements. The Recipient shall ensure that the project owner shall engage such competent engineering, building, and other technical and professional assistance as may be needed to ensure that the project complies with the contract documents.

For each structure receiving assistance under this Agreement, the Recipient shall first provide the following information to the Town:

1. Documentation for all repetitive losses, showing the number of claims, the amount of each claim, the amount of payment on each claim, and the date of each such payment;
2. The date of initial construction for the structure;
3. The elevation of the lowest floor of the structure;
4. The flood zone where the structure is located;
5. The base flood elevation of the structure;
6. The appraised value of the structure;
7. Estimates of the cost of work on the structure by the contractor, which shall separate eligible from ineligible costs;
8. Estimates of the square footage of the structure before and after the completion of the work;
9. Estimates of damage to any substantially damaged structure; and
10. Proposed elevation height for any substantially damaged structure.

Time shall be of the essence of this Agreement and of the performance of all conditions under it. Subject to any modification extending the time for the performance of this Agreement approved by the Town or by the Federal Emergency Management Agency ("FEMA"), the time for the completion of the project shall be one (1) year from the date of this Agreement. The supporting documents set forth in the Payment Procedure/Budget section below shall be submitted to the Town no later than sixty (60) days after the date of the last modification extending the Agreement. The Recipient shall submit the completed documentation to the Town no later than sixty (60) days from the completion of all work, or the date the project passes final inspection, whichever is later. The time for the performance of this Agreement may be extended for cause by the Town. If any extension request is denied, the Recipient shall be reimbursed for eligible project costs incurred up to the latest approved date for completion. Failure to complete any project will be adequate cause for the termination of funding under for that project.

PAYMENT PROCEDURE/BUDGET

The Town shall disburse reimbursement for the eligible costs to the Recipient in accordance with the following procedures:

- A. The Recipient will be reimbursed for that portion of its eligible costs corresponding to the federal share of such costs once the Recipient has documented satisfactory performance to date of the required scope of work and delivered the following documents to the Town:
 1. A Request for Advance or Reimbursement Form conforming to the sample attached to this Agreement as Attachment C-1;
 2. A Summary of Documentation Form conforming to the sample attached to this Agreement as Attachment C-2, which shall be supported by original documents such as contract documents, invoices, purchase orders, change orders and the like; and
 3. A letter certifying that the reported costs were incurred in the performance of eligible work.
- B. The Town may, in its discretion, withhold its portion of the non-federal share of funding under this Agreement from the Recipient if the Town has reason to expect a subsequent unfavorable determination by FEMA that a previous disbursement of funds under this Agreement was improper.
- C. The Town will not advance funds under this Agreement to the Recipient. **But you say elsewhere that this is possible. This must agree with TC decision in the end.**
- D. The Town shall disburse the final payment to the Recipient upon the satisfactory performance of the following conditions:
 1. The owner of the project shall have completed the project, and the Town shall have certified to its completion and final inspection;
 2. The Recipient shall have submitted the documentation specified in this Payment Procedure; and
 3. The Recipient shall have requested final reimbursement.

The materials and work funded pursuant to this Subgrant Agreement are intended to decrease the vulnerability of the building to property losses and are specifically intended to provide for the safety of inhabitants before, during or after a natural or man made disaster.

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

This project has not been evaluated as meeting the standards of the Department of Homeland Security, Federal Emergency Management Agency (FEMA) as outlined in the guidance manual, FEMA 361-Design

and Construction for Community Shelter. It is understood and agreed by the Town and the Recipient that the building has vulnerabilities due to age, design and location which may result in damage to the building even after installation of the mitigation measures funded under this Subgrant Agreement. It is further understood and agreed by the Town and the Recipient that this mitigation project is not intended to make the building usable as a shelter for the Recipient's staff or any other citizens in the event of any natural or man-made disaster.

ATTACHMENT A-1

April 16, 2007

Mr. Craig Fugate, Director
 Florida Division of Emergency Management
 2555 Shumard Oak Boulevard
 Tallahassee, Florida 32399-2100

Attention: Mr. Charles Speights

Re: Flood Mitigation Assistance grant program (FMA)
 Project Approval: FMA-PJ-04-FL-2006-034, **Fort Myers Beach**

Dear Mr. Fugate:

It is my pleasure to confirm that the following project sub-grant has been approved through the FMA grant program pursuant to the Congressional appropriations for Fiscal Year 2006. The Scope of Work (SOW) and Budget submitted by the State for this FMA project sub-grant is approved except as noted in the Conditions below. Please be advised that any proposed change in the list of participating properties represents an SOW change and must be approved by our office prior to issuance of a contract or start of construction.

FMA Project Approval(s)	Federal Share	Non-Federal Share	Total Project Cost
FMA-PJ-04-FL-2006-034 Fort Myers Beach – 131 W. Pearl Street <i>Standard Elevation</i>	\$ 72,447	\$ 24,149	\$96,596

This letter constitutes programmatic approval for use of FY 2006 FMA funds. Sandra McNease, Assistance Officer in our Thomasville Office, has issued the financial award and documentation in support of this approval through eGrants on April 12, 2007, and the State has accepted the award. The funds have been obligated to the appropriate SmartLink account.

The CATEX for this project has been issued in eGrants. After a review of the proposed project and its environment, and provided that the conditions listed below are met, it was determined that no extraordinary circumstances, as defined in 44 CFR 10.8(d)(3), exist regarding this proposed project. The following "conditions of approval" are placed on these projects.

Programmatic Conditions for Elevation Projects:

- 1. In response to the FMA FY2006 Guidance, Section 3.3.3 Special Flood Hazard Area (SFHA) the following documentation will be obtained and provided to our office**

either prior to issuance of a contract to the sub-grantee, or as part of closeout documentation, as noted below:

- a. **Signed Notices from each affected property owner in the SFHA that the Sub-grantee will record a Deed Notice applicable to their property, as described in C. below, and that they will maintain flood insurance, must be provided to our office prior to issuance of a contract to the sub-grantee. The Model “Notice of Conditions for Receiving FEMA Grant Funds for Projects in a Special Flood Hazard Area”, referred to on Page I-23 of the Guidance, and located at:
http://www.fema.gov/government/grant/sfha_conditions.shtm**
- b. **Verification that each owner of project property located within a SFHA has obtained flood insurance on the structure(s) benefiting from this project within 60 days of completion of the project as affects their property.**
- c. **Confirmation that the Sub-grantee has recorded a “Deed Notice” for each project property located within a SFHA, that: *“This property has received Federal hazard mitigation assistance. Federal law requires that insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. §5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The property owner is also required to maintain this property in accordance with the flood plain management criteria of Title 44 of the Code of Federal Regulations Part 60.3 and City/County Ordinance.”***

Programmatic Conditions for All Projects:

2. Changes to the list of participating properties in an approved mitigation project will be considered by FEMA but not approved automatically. The State must request a change in the approved property list as a formal SOW Revision. The Applicant/Sub-applicant must have identified the alternate properties in the project application and must have provided a Benefit-Cost Analysis for each alternate property. The Regional Office may allow eligible properties to be substituted as long as the substitution does not change the overall nature of the project or increase the amount of the Federal share beyond the State’s available FY2006 FMA funding.

Environmental Conditions:

3. The Applicant must follow all applicable state, local, and federal laws, regulations, and requirements, and obtain (before starting project work) and comply with all required permits and approvals. If start of project work is delayed for a year or more after the date of this CATEX, then coordination with and project review by appropriate regulatory agencies must be redone.
4. Any change, addition, or supplement to the approved project SOW that alters the project (including other work not funded by FEMA, but done substantially at the same time) will require re-submission of the application to FEMA for NEPA re-evaluation before starting project work.
5. Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions. The contractor will implement measures to prevent spillage or runoff of chemicals, fuels, oils, or sewer-related wastes during project work.
6. Any hazardous materials found onsite, such as asbestos or lead-based paint, will also be managed in accordance with all applicable state, local, and federal laws and regulations.

The terms and conditions of this award are provided in the Agreement Articles issued through eGrants by Ms. McNease. Please review these Articles thoroughly and abide by all provisions, including the following highlights:

- The State will be paid in advance using the HHS SmartLink System. The State may advance portions of the approved Federal share to the Subgrantee provided procedures are maintained to minimize the time elapsing between the transfer of funds and their disbursement by the Subgrantee.
- Quarterly financial and programmatic progress reports for FMA projects are required. The programmatic progress report will include sufficient narrative to determine the degree to which the project has been implemented and the estimated time to completion. We request that Quarterly reports be prepared and submitted in eGrants.
- The State must obtain prior approval from Ms. McNease and our office before implementing changes to the approved project SOW. A change in the SOW must be approved by FEMA in advance regardless of the budget implications.
- The State must obtain prior approval from the Regional Lead Specialist before implementing changes to the approved project/sub-grant budget that exceed 10% of the approved budget. No prior approval from FEMA is required for cumulative transfers among sub-award line items of 10% or less. For cumulative budgetary shifts exceeding 10% of the entire State Grant award, the approval of Mrs. McNease must also be obtained, but not for each sub-grant revision.
- Cost overruns for projects funded through the FY2006 cycle may only be covered by cost underruns associated with the State's other FY2006 project awards, or through obtaining Supplemental Funds. Such funds may be requested in writing prior to September 1, 2007, with appropriate justification, by contacting the Regional Office. Once the FY2006 cycle closes on September 20, 2007, these funds will no longer be available.
- The grantee must notify FEMA as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion.
- Upon completion of the FMA project, although not specifically required, we request that the Subgrantee's closeout request along with the State's recommendation be submitted to our office for review and concurrence, prior to reimbursement for the final Federal share of eligible project costs, as is done for our Hazard Mitigation Grant Program (HMGP).
- Within 90 days after the expiration or termination of the project/sub-grant, the State must submit all financial, performance, and other reports and documentation required as a condition of this award to the Regional Lead Specialist for programmatic closeout. A 90-day closeout period also applies for the entire State Grant Award upon completion of all activities. The closeout documentation for the entire Grant Award is provided directly to Mrs. McNease.
- For close-out of this project, the Governor's Authorized Representative shall send a letter of request to close the project programmatically and financially. The letter will include the following: the date work on the project was fully completed, the date of the Grantee's final site inspection for the project, the final total project cost and Federal share, any cost underrun, a certification that reported costs were incurred in the performance of eligible work, that the approved work was completed, that the required programmatic, environmental, and any other conditions were met (including attachment of any required documentation) and that the mitigation measure is in compliance with the provisions of the Agreement Articles and this approval letter.
- A copy of the Grantee's final site inspection report will be enclosed with the close-out request letter. This report will contain, at minimum, all the data fields required for final site inspection reports for our HMGP program.
- The Grantee will ensure that all documentation necessary to close the project in the Property Site Inventory is also provided in the close-out request letter.
- For property acquisition and relocation projects, signed and dated copies of the open space deed restrictions must be provided at close-out.

- The State will complete all necessary close-out procedures in eGrants as such features become functional and available.

The Period of Performance for this award is two years from April 12, 2007 through March 31, 2010. The period of performance for these sub-grants should be documented on all correspondence submitted to this office concerning the sub-grants, in addition to the quarterly report.

Thank you for submitting an application to the FY 2006 FMA grant program. If you have any questions, please contact Gabriela Vigo of my staff at (229) 225-4546.

Sincerely,

Clayton E. Saucier, Chief
Hazard Identification & Risk Assessment Branch

Concurrence: GV _____ CES _____

Cc: Sandra McNease, Assistance Officer

Cc: Sheila Donahoe, National Office

Cc: Steven Randolph, Regional FMA Coordinator

Cc: Project file

ATTACHMENT A-2

BUDGET AND SCOPE OF WORK FOR INDIVIDUAL RESIDENCE

Property Owner: Kenneth Erickson
Property Address: 131 W Pearl Street
Fort Myers Beach, FL 33932

The Scope of work for this project will consist of elevating the existing structure two feet above BFE, using concrete footers and piling in accordance with local building requirements as they relates to NFIP standards and regulations.

Funding Summary

Federal Share: \$72,447 (75%)
Local Share: \$24,149 (25%)
Project Cost: \$96,596

The Division of Emergency Management (DEM) shall reimburse eligible costs for this project up to \$ 72,447.00 (federal share).

The recipient shall require the property owner to adhere to the following Environmental conditions as part of the award.

1. The applicant must follow all applicable state, local, and federal laws, regulations, and requirements, and obtain (before starting project work) and comply with all required permits and approvals. If start of project work is delayed for a year or more after the date of CATEX, then coordination with and project review by appropriate regulatory agencies must be redone.
2. Any change, addition, or supplement to the approved project Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time) will require re-submission of the application to FEMA for NEPA re-evaluation before starting project work.
3. Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions. The contractor will implement measures to prevent spillage or runoff of chemicals, fuels, oils, or sewer-related wastes during project work.
4. Any hazardous materials found onsite, such as asbestos or lead-based paint, will also be managed in accordance with all applicable state, local and federal laws and regulations.

As part of the closeout documentation, the recipient shall provide to the department the following

1. Signed notices from the affected property owner in the SFHA that the sub-grantee will record a Deed Notice applicable to their property, as described in 3, below, and that they will

maintain flood insurance. (A model notice is attached to the revised budget and scope of work).

2. Verification that the property owner located within a SFHA has obtained flood insurance on the structure within 60 days of completion of the project.
3. Confirmation that the sub-grantee has recorded a "Deed Notice" for the project property located within a SFHA, that: "This property has received Federal hazard mitigation assistance. Federal law requires that insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C 5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to the property in the event of a flood disaster. The property owner is also required to maintain this property in accordance with the flood plain management criteria of Title 44 of the Code of Federal Regulations Part 60.3 and City/County Ordinance."

Eligible Expenditures

The categories outlined below are generally considered eligible for reimbursement under the Severe Repetitive Loss Program. Only reasonable eligible expenses may be reimbursed. The Recipient shall provide the Division with a detailed listing of project expenditures, classified according to the listed categories, as part of any request for payment. Any expenditure that does not clearly fall under the specified categories shall be submitted to the Division for review and determination of funding eligibility under the Severe Repetitive Loss Program.

Preliminary cost estimates for this project have been provided to the Division, and those costs that are eligible have been incorporated into the categories outlined below.

The amounts set forth below are estimates, and the Recipient may allow the Property Owner to exceed the estimates and be reimbursed for 100% of expenditures in a category, provided that the total reimbursement shall not exceed \$72,447.00 (federal share).

<u>Eligible Expenditures</u>	<u>Cost Classification</u>	Federal (75%)	Non-Federal (25%)
1. Permit and Plans	Preliminary Cost	\$ 3,750.00	\$ 1,250.00
2. Elevation of house Inc. Footers and Pilings	Construction & Project Improvement	\$56,250.00	\$18,750.00
3. Temporary living and storage	Relocation Expenses	\$ 9,000.00	\$ 3,000.00
4. Sub-applicant Management Cost	Administration Expense	\$ 3,447.00	\$ 1,149.00
TOTAL:		\$72,447.00	\$24,149.00

ATTACHMENT B
Program Statutes and Regulations

National Flood Insurance Program, Public Law 90-448, as amended (42 U.S.C. §§4001-4129)

44 C.F.R. Parts 13 and 78

- (1) OMB Circular No. A-110
- (2) OMB Circular No. A-87
- (3) OMB Circular No. A-21
- (4) OMB Circular No. A-122
- (5) OMB Circular No. A-133
- (6) Federal Acquisition Regulations 312 and 931.2
- (7) American's With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 seq.)
- (8) Cash Management Improvement Act of 1990
- (9) Immigration and Nationality Act Section 274A(e)
- (10) Chapter 119 Florida Statute
- (11) Chapter 216 Florida Statute
- (12) Chapter 768.28 Florida Statute

Attachment C
Statement of Assurances

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

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

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

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C.: 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
 - (3) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), where applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications;
 - (h) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, FS;
 - (i) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
 - (j) It will comply with the provisions of 18 USC 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
 - (k) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973 as amended, 42 USC 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;
 - (l) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
 - (m) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
 - (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are

subject to adverse effects (see 36 CFR Section 800.8) by the proposed activity.

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

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

- (6) Recipient shall notify the Town and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or

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

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

- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq;
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958; 16 U.S.C. 661-666.
- (jj) With respect to demolition activities, it will:
 1. Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 2. Return the property to its natural state as though no improvements had ever been contained thereon.
 3. Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Division of Environmental Protection and the County Health Division.
 4. Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazards Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
 5. Provide supervision over contractors or employees employed by Recipient to remove asbestos and lead from demolished or otherwise applicable structures.
 6. Leave the demolished site clean, level and free of debris.

7. Notify the Town promptly of any unusual existing condition which hampers the contractors work.
8. Obtain all required permits.
9. Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
10. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
11. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61). This clause shall be added to any subcontracts.
12. Provide documentation of public notices for demolition activities.

Attachment D

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

**Request for Advance or Reimbursement of
Flood Mitigation Assistance Program Funds**

RECIPIENT NAME: Town of Fort Myers Beach

ADDRESS: 2423 Estero Blvd.

CITY, STATE, ZIP CODE: Ft. Myers Beach, FL 33931

PAYMENT No: _____

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

CURRENT REQUEST \$ _____

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

RECIPIENT SIGNATURE _____

NAME AND TITLE _____ DATE: _____

TO BE COMPLETED BY DIVISION OF EMERGENCY MANAGEMENT	
APPROVED PROJECT TOTAL \$ _____	_____
ADMINISTRATIVE COST \$ _____	W. CRAIG FUGATE, DIRECTOR Division of Emergency Management
APPROVED FOR PAYMENT \$ _____	_____
	DATE

**Attachment D
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

**SUMMARY OF DOCUMENTATION IN SUPPORT OF REIMBURSEMENT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
FLOOD MITIGATION ASSISTANCE GRANT PROGRAM**

Recipient: Town of Fort Myers Beach

DCA Agreement No. 07FM-72-09-46-02

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

Attachment E

Justification of Advance

1. **Where to submit Advance Payment Requests:**
Town of Fort Myers Beach
Town Hall
2523 Estero Blvd
Fort Myers Beach, Florida 33931
2. **Due Date for submitting advance payment request:**
Within _____ date of contract execution.
3. **Required Information:**
 - A. ***First time recipients:***
Must provide an estimation (with justification/rationale) of expenditures for the first three months of the contract.
 - B. ***Continuing Recipients:***
Must provide data comparing prior year expenditures to advance payments received. (3 years if applicable).

DIRECTIONS FOR COMPLETING ADVANCE PAYMENT JUSTIFICATION FORM

4. Lines 1-5

Columns 1-3: - Enter SFY/FFY for each column in which data will be reported.
- For lines 1-4, enter the first three months expenditures for each previous fiscal year.
- Total the expenditures for each column and enter totals on Line. 5.

Column 4: - Total the expenditures for each line item and enter the sum in Column 4.

Column 5: - For each line item, divide the total entered in Column 4 by 3 and enter the total (average) in Column 5.
5. Lines 6-8

Columns 6-10 - Enter SFY/FFY for each column in which data will be reported.

Line 6: Enter the total advance received from each fiscal year. Enter total for all columns in Column 9.

Divide the total entered in Column 9 by 3 and enter the total (average) in Column 10.

Line 7: Enter the totals from Line 5 above for Columns 6-10.

Line 8: For each column, subtract Line 6 from Line 7 and enter the difference on Line 8 for the appropriate fiscal year, total and average.

Lines 6 and 7: Divide the totals listed in column 9 by 3 and enter the total (average) in column 10.

6. Advance Payment Request - Go to Line 7, column 10. This amount is the average total expense for the prior year contracts and should be considered when determining the projected advance payment amount.

Attachment F

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
DIVISION OF EMERGENCY MANAGEMENT

QUARTERLY REPORT FORM

RECIPIENT: Town of Fort Myers Beach

Project Number: FMA06-034

PROJECT LOCATION: Elevation

DCA ID #: _____

QUARTER ENDING: _____

Provide amount of advance funds disbursed for period (if applicable) \$ _____

Provide reimbursement projections for this project:

July-Sep, 201 \$ _____ Oct-Dec, 201 \$ _____ Jan-Mar, 201 \$ _____ Apr-June, 201 \$ _____

July-Sep, 201 \$ _____ Oct-Dec, 201 \$ _____ Jan-Mar, 201 \$ _____ Apr-June, 201 \$ _____

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

Project Proceeding on Schedule: Yes No

Describe milestones achieved during this quarter:

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

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

Cost Status: Cost Unchanged Under Budget Over Budget

Additional Comments/Elaboration:

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

Name and Phone Number of Person Completing This Form _____

Attachment G

Warranties and Representations

Financial Management

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

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify adequately the source and application of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable cost principles and the terms and conditions of this grant.
- (6) Accounting records, including cost accounting records that are supported by source documentation.

Competition.

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

Codes of conduct.

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

conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

Licensing and Permitting

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

Attachment H

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

Contractor Covered Transactions

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

CONTRACTOR:

By: _____
Signature

Recipient's Name

Name and Title

DCA Contract Number

Street Address

City, State, Zip

Date