



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.26.

9/14/2021

Subject:

Board Approval for Modification of Grant Agreement for FY 2020 with the Florida Division of Emergency Management for sitework/construction on the new Brevard County Emergency Operations Center

Fiscal Impact:

\$1,000,000 in grant funds to Emergency Management; no General Fund impact.

Dept/Office:

Public Safety Group: Emergency Management

Requested Action:

It is requested that the Board of County Commissioners approve, and authorize the Chair to execute, the Modification to the Grant Agreement with the Florida Division of Emergency Management for sitework/construction on the new Emergency Operations Center. It is also requested that the Board authorize the County Manager to submit and execute any additional changes, documents or budget actions, as well as any amendments to the Modification Grant Agreement, subject to approval by the County Attorney's Office and Risk Management.

Summary Explanation and Background:

During the 2020 Legislative Session, the Legislature appropriated and the Governor approved \$1,000,000 of Fixed Capital Outlay funds for "Brevard Emergency Operations Center Construction - Phase 1 Completion".

* Note: these funds were delayed as a result of the COVID-19 response.

Rather than create a new agreement, the Florida Division of Emergency Management decided to modify an existing 2018 state-funded grant agreement for the construction of a new Brevard County Emergency Operations Center.

* Note: the funds from the 2018 grant agreement have already been spent.

This modification amends the original grant agreement to reinstate the terms, extend the timeframe (now ending at the end of 2024), and increases the funds by an additional \$1,000,000.

The Budget and Scope of Work, Attachment A to this Agreement, are hereby modified to increase as set forth in the Revised Attachment A to this Modification, a copy of which is attached.

Clerk to the Board Instructions:

Please provide Board direction letter and two signed originals of the Modification Grant Agreement.



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001

Fax: (321) 264-6972

Kimberly.Powell@brevardclerk.us

September 15, 2021

MEMORANDUM

TO: John Scott, Emergency Management Director

RE: Item F.26., Approval for Modification of Grant Agreement for FY 2020 with the Florida Division of Emergency Management for Sitework/Construction on the New Brevard County Emergency Operations Center (EOC)

The Board of County Commissioners, in regular session on September 14, 2021, approved and authorized the Chair to execute the Modification of Grant Agreement for FY 2020 with the Florida Division of Emergency Management for sitework/construction on the new Brevard County EOC; and authorized the County Manager to submit and execute any additional changes, documents, or budget actions, as well as any amendments to the Modification Grant Agreement, subject to approval by the County Attorney's Office and Risk Management. Enclosed are two Grant Agreements.

Upon execution by all parties, please return the fully-executed Agreement to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

RACHEL M. SADOFF, CLERK

A handwritten signature in cursive script, reading "Kimberly Powell", is written over the typed name and title.

Kimberly Powell, Clerk to the Board

/ns

Encls. (2)

cc: County Manager
County Attorney
Risk Management
Budget
Finance

**MODIFICATION TO FUNDING AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
BREVARD COUNTY**

This Modification is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Brevard County ("the Sub-Recipient") to modify FACTS Agreement # 19-SP-XX-06-15-01 dated December 10, 2018 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient desire to modify the Agreement; and

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided previous state funding as directed by the Legislature for the purpose of constructing an Emergency Operations Center

WHEREAS, the Division and the Sub-Recipient desire to reinstate and extend the terms of the Agreement, modify the Scope of Work, and increase the Funding under the Agreement.

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

1. Paragraph 7 of the Agreement is hereby amended to read as follows:

This Agreement shall end December 30, 2024, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

2. The Agreement is amended to increase the State Funding by \$1,000,000.00 as documented by:
Chapter 2020-111, Laws of Florida, HB 5001, Section 6, Specific Appropriation 2646, the Legislature and the Governor appropriated \$1,000,000.00 of Fixed Capital Outlay funds for "Brevard Emergency Operations Center Construction – Phase I Completion".
3. The Budget and Scope of Work, Attachment A to this Agreement, are hereby modified to increase as set forth in the Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
4. All provisions of the Agreement being modified and any attachments thereto in conflict with Modification shall be and are hereby changed to conform to this Modification, effective as of the date of the last execution of this Modification by both parties.
5. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

6. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative closeout report. The ending dates of each quarter of the program year are March 31, June 30, September 30, and December 31.
7. CONTACT is modified as follows:

The Division's Grant Manager for this Agreement is:

Christina Goetzman
Infrastructure Section
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: 850-815-4205
Email: Christina.Goetzman@em.myflorida.com

The name and address of the representative of the Recipient responsible for the administration of this Agreement is:

John Scott
Brevard County Emergency Management
1746 Cedar St
Rockledge, FL 32955
Cell: 321-266-0090

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

SUB-RECIPIENT: Brevard County

By: Rita Pritchett

Name and Title: Rita Pritchett, Chair

Date: _____

As approved by the Board on
Sept. 14, 2021

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

Reviewed for legal form and
content: WMM
Assistant County Attorney

EXHIBIT – 1

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project -

State awarding agency Florida Division of Emergency Management

Catalog of State Financial Assistance title Brevard Emergency Operations Center Construction

Catalog of State Financial Assistance number 31,064

Amount of State Funding: \$1,000,000

REVISED ATTACHMENT A

Proposed Budget and Scope of Work

I. PROPOSED BUDGET

Category	Anticipated Expenditure	Amount
Salary and Benefits		\$0
Other Personal/Contractual Services		\$0
Administrative Expenses (Limited to no more than 5%)		\$0
Expenses		\$0
Operating Capital Outlay		\$0
Fixed Capital Outlay		\$1,000,000.00
Total Expenditures		\$1,000,000.00

II. BACKGROUND

As documented by Chapter 2020-111, Laws of Florida, HB 5001, Section 6, Specific Appropriation 2646, the Legislature and the Governor appropriated \$1,000,000.00 of Fixed Capital Outlay funds for "Brevard Emergency Operations Center Construction – Phase I Completion."

2646 GRANTS AND AIDS TO LOCAL GOVERNMENTS AND NONSTATE ENTITIES - FIXED CAPITAL OUTLAY EMERGENCY MANAGEMENT CRITICAL FACILITY NEEDS

FROM GENERAL REVENUE FUND 6,959,000

From the funds in Specific Appropriation 2646, \$3,459,000 of nonrecurring funds from the General Revenue Fund shall be allocated as follows: (in part)

Brevard County EOC Construction – Phase I Completion
(HB 3729)(Senate Form 1883)..... 1,000,000

III. SCOPE OF WORK

A. Funds have been allocated to the Recipient for a new Brevard Emergency Operations Center (BEOC). Per House Bill (HB) 3729 and Senate Form 1883 allocated funds are to be used to complete site work on land designated for future construction of a new BEOC.

B. Reimbursable costs for the future new BEOC site work include: architectural and engineering services; construction management services; general conditions; site survey and soil testing; necessary permits and regulatory fees; construction site cut, fill, grading and landscaping; civil, utilities and access driveway and parking site work; site safety, security and soil erosion and sediment control measures; and if applicable, costs associated with Leadership in Energy and Environmental Design (LEED), Green Globes or other green building certification. Surplus funds may be used for construction related to the site such as but not limited to foundation work or other construction which will enhance or contribute to the final build of the BEOC by written agreement with the Division programmatic grant manager.

C. The BEOC site work project's measurable outcome is an expansion of Brevard County disaster response and relief capacity. Brevard County Emergency Management shall have rent-free use of the future new BEOC for the life of the facility. The Recipient shall submit a binding written statement to the Division that real property improved with funds authorized by this funding agreement

(Agreement) shall be dedicated for emergency management purposes from the date of receipt of certificate of occupancy or completion (CO) or other written acceptance of work from the Authority Having Jurisdiction (AHJ) for a period of fifty (50) years, the estimated life of the future new BEOC, or until the end of the useful life of the facility as agreed to by the Division. The Recipient shall ensure that the future new BEOC site work completed with the fixed capital outlay funds granted by this Agreement will be used for the county's future new primary BEOC.

D. The Recipient agrees to maintain the site work for the future new BEOC in good repair and functional condition for the life of the work from the date of issue of the CO or other written acceptance of work by the AHJ.

E. If the Recipient fails, during the period of time established by this Agreement, to operate, maintain, repair and administer the work in accordance with the purposes for which the funds were originally granted, the Recipient shall return to the Division, no later than upon demand by the Division, an amount calculated as follows:

- a. The full amount of the grant funds for the first full year subsequent to the date of issue of the subject site work's CO by the AHJ; or,
- b. Beginning with the second full year subsequent to the date of issue of the subject site work's CO by the AHJ, the amount of the grant less one-and-a-half (1.50) percent for each full year for which the site work was used for such purposes; e.g., Year 2 = \$985,000, Year 3 = \$970,000.

The determination of Recipient's failure to operate, maintain, repair and administer the work in accordance with the purposes for which the funds were originally granted is at the sole discretion of the Division.

If the Division and Recipient, through mutual agreement, terminate this Agreement prior to the expiration date, the Recipient shall return to the Division, no later than upon demand by the Division, an amount not less than that calculated by a. or b. above, as applicable.

F. The site work finish grade shall be consistent with the lowest finished floor elevation of the future new BEOC and essential ancillary structures and equipment being elevated to or above the highest of the elevations determined by all of the following: 1. elevation above mean sea level corresponding to the maximum modeled storm surge inundation, including coastal wave effects, for the facility location plus 20 percent; 2. 100-year (one percent annual chance) base flood elevation plus three (3) feet; 3. 500-year (0.2 percent annual chance) flood elevation (if determined) plus two (2) feet; and, 4. elevation required by the AHJ for the location.

G. The Recipient shall provide an initial timeline and estimated reimbursement allocation schedule. Table SW-1, "Initial Timeline and Estimated Reimbursement Allocation Schedule" or other similar instrument as approved by the Division may be used.

IV. TASK PRODUCTS

A. Per scope-of-work item III.G, Recipient shall prepare an initial timeline with key milestone activities/tasks schedule, including estimated start and end dates for each activity, and an estimate of state reimbursement request for each activity. Table SW-1 may be used to meet this deliverable.

B. Recipient shall submit a written statement that the funded site work and future new BEOC shall be dedicated for emergency management purposes as described in III.C, D and E.

C. The Recipient shall provide the Division with copies of pertinent site work regulatory reviews and permits, and the Construction Manager's or General Contractor's detailed schedule of work (e.g., Gantt Chart).

D. The Recipient shall provide one (1) copy each of site survey and site master plan for review and comment by the Division. The site survey and site master plan products prepared, submitted and accepted as part of funding agreement 19-SP-10-06-15-01-236 may be used to accomplish this Task Product.

F. The Recipient shall provide one (1) near bid-ready (approximately 90 percent) set of site work drawings and specifications for review and comment by the Division. The site work documents shall include site survey information, landscaping, civil and utility, and site access drive way and parking area location drawings and shall be signed by the applicable registered or licensed design professional(s) of record. The site work planning and design products prepared, submitted and accepted as part of funding agreement 19-SP-10-06-15-01-236 may be used to accomplish this Task Product.

G. The site work documents shall demonstrate that the future new BEOC meets the requirements set forth in Scope of Work Item III.F. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial or reduction of funds at the sole discretion of the Division.

H. The Recipient shall provide the Division with a copy of photographs of preconstruction site conditions, photographs documenting site work progress and photographs of completed site work; final or as-built site work drawings and specifications with signature of designer(s) of record; and, letter from civil engineer of record certifying that work meets specifications of design, or a copy of CO issued by the AHJ.

V. DELIVERABLES

Reimbursement for project costs shall be based on the percentage of completion of the project. Any request for reimbursement shall provide adequate and complete source documentation to support all costs related to the project. In some cases the project may not be fully complete prior to requesting reimbursement of costs incurred toward completion of this scope-of-work; therefore, a partial reimbursement may be requested. For full or partial reimbursement requests, the Recipient shall include a sworn Affidavit or American Institute of Architects (AIA) forms G702 and G703, as required below.

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

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

VI. FINANCIAL CONSEQUENCES

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

1. Temporarily withhold cash payments pending correction of the deficiency by the recipient;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Withhold further funding; or,
4. Take other remedies that may be legally available.

VII. SCHEDULE OF WORK

A. By September 30, 2021, the Recipient shall provide the Division with Task Product IV.A for review and approval. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial or reduction of funds at the sole discretion of the Division.

B. By September 30, 2021 and at least on a quarterly basis thereafter, Recipient shall report on progress in relation to the initial timeline, and submit an invoice for reimbursement for work accomplished in accordance with the Division approved cost reimbursement allocation table referenced in Task Product IV.A.

C. By mutually agreed upon date(s), the Recipient shall provide the Division with Task Products IV.B through F, and Deliverables V.A and B (as applicable) for review and approval. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial or reduction of funds at the sole discretion of the Division.

D. By December 30, 2024, the Recipient shall provide a copy of the certificate of occupancy or completion of this portion of the project or other appropriate written acceptance of completed work, or certification letter from the civil engineer showing that work meets specification of design, close-out documentation and final payment invoice.

Table SW-1. Initial Timeline and Estimated Reimbursement Allocation Schedule Project Name: <u>Brevard County EOC, Phase I Site Work Completion</u>				
PROJECT PHASE	Start Date	End Date	DEM Funds (FY 2020-2646)	Other Funds
Board Contract Approval				
Initial Payment of 20% in first quarter (if requested)				
Architectural & Engineering Services Firm Selection				
Site Survey and Soil Testing				
Spatial Needs Assessment				
Preliminary Design, 80% complete				
Preliminary Design, 100% complete				
Regulatory Review				
Bid Document(s) Development & Award				
Notice to Proceed/Mobilization				
Construction Project Management & Special Inspections				
Civil/Site Work Phase				
Construction 25% Complete				
Construction 50% Complete				
Construction 100% Complete				
Administrative Fees; maximum of 5%				
Sub-Totals			\$1,000,000.00	
TOTAL Estimated Project Cost				

A/E - Architectural and Engineering; DEM – Division of Emergency Management; FY - Fiscal Year

Attachment B

Program Statutes and Regulations

Reference:

FY 2020-2021 GAA Section 6-2646

FY 2020-2021 #HB3729 Brevard EOC

FY 2020-2021 #SB S1883 Brevard EOC

Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.97, Florida Statutes	Florida Single Audit Act
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
Section 216.3475 Florida Statutes	Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
Section 287.056, Florida Statutes	Purchases from purchasing agreement and state term contract
Section 287.057, Florida Statutes	Procurement of commodities or contractual services
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements
Section 553.844, Florida Statutes	Requirements for Roofs and Opening Protection

Attachment C
Statement of Assurances

To the extent the following provisions apply to this Agreement, the Recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the 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 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 received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the 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 qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

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

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

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

If the Recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The 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 the 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) The Recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Recipient acknowledges that FEMA may require the Recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Recipient further acknowledges that FEMA may require the Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes

consultation with the SHPO. The Recipient also acknowledges that FEMA will require, and the Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

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

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

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

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR ADVANCE OR REIMBURSEMENT OF
Specific Appropriation FY 2020-2021
Brevard County EOC Phase I Completion

RECIPIENT NAME: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____ Project Number: _____

PAYMENT No: _____ DEM Agreement No: _____

Eligible Amount 100%	Obligated Federal %	Obligated GAA %	Previous Payments	Current Request	DEM Use Only	
					Approved	Comments
	N/A					

TOTAL CURRENT REQUEST: \$ _____

I certify that to the best of my knowledge and belief the above amounts are correct, and that all disbursements were made in accordance with all conditions of the Division 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 _____

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

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

☐ **ADVANCE REQUESTED**

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

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

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	2021-2022 Anticipated Expenditures
TOTAL EXPENSES	

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

Attachment F

DIVISION OF EMERGENCY MANAGEMENT
Specific Appropriation FY 2020-2021
Brevard County EOC Phase I Completion

QUARTERLY REPORT FORM

RECIPIENT: _____

Project Number: _____

PROJECT LOCATION: _____

DEM ID #: _____

QUARTER ENDING: _____

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

July-Sep, 20__ \$ _____ Oct-Dec, 20__ \$ _____ Jan-Mar, 20__ \$ _____ Apr-June, 20__ \$ _____

July-Sep, 20__ \$ _____ Oct-Dec, 20__ \$ _____ Jan-Mar, 20__ \$ _____ Apr-June, 20__ \$ _____

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 the Division 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 must include the following:

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

Competition

All procurement transactions shall be done in a manner to provide 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 excellent 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, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the 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, 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 the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from _____

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**

Subcontractor Covered Transactions

The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR:

By: _____
Signature

Recipient's Name

Name and Title

DEM Contract Number

Street Address

Project Number

City, State, Zip

Date