

DESIGNATION OF APPLICANT'S AGENT

RESOLUTION 091175

PASSED \_\_\_\_\_

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GAINESVILLE THAT WAYNE BOWERS, CITY MANAGER, is hereby authorized to execute for and in behalf of the City of Gainesville, a public entity established under the laws of the State of Florida, this application and to file it with the Governor's Authorized Representative for the purpose of obtaining certain Federal financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-707 or otherwise available from the President's Disaster Relief Fund.

THAT, the CITY OF GAINESVILLE, FLORIDA a public entity established under the laws of the State of Florida, hereby authorizes its agent to provide to the State and to the Federal Emergency Management Agency (FEMA) for all matters pertaining to such Federal disaster assistance the assurances and agreements incorporated into the Disaster Relief Funding Agreement to be executed between the CITY OF GAINESVILLE and the State of Florida.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2000..

\_\_\_\_\_  
Paula M. DeLaney  
Mayor

I, \_\_\_\_\_, duly appointed Clerk of the Commission of the CITY OF GAINESVILLE, do hereby certify that the above is a true and correct copy of the resolution passed and approved by the CITY COMMISSION of the CITY OF GAINESVILLE on the \_\_\_\_\_ day of \_\_\_\_\_, 2000.

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

\_\_\_\_\_  
Clerk of the Commission

**DISASTER RELIEF FUNDING AGREEMENT**  
**Hurricane Iréne/<sup>FLOYD</sup>FEMA-DR-1300-FL & FEMA-EM-3143-FL**  
**(Claimants in NON-DECLARED COUNTIES)**

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DCA AGREEMENT No. 00-RM-ND-03-11-02-002

This Agreement is between the State of Florida, Department of Community Affairs (Grantee) and City of Gainesville Claimant), a Local Governmental provider of emergency services within a Non-Declared County at the request of the State EOC. This Agreement is based on the existence of the following conditions:

a. Hurricane Floyd caused severe flooding and other extreme weather conditions beginning on September 14, 1999, and continuing until September 25, 1999, which have had a devastating impact upon the State of Florida.

b. Because of the danger posed by Hurricane Floyd to the State of Florida, the Governor issued Executive Order No. 99-227, as extended by Executive Orders Nos. 99-228 and 99-236, in which he declared an emergency due to Hurricane Floyd.

c. At the request of the Governor, on September 22, 1999 the President declared Hurricane Floyd a major disaster in FEMA-1300-DR for the counties of Brevard, Duval, Flagler, Indian River, Martin, Nassau, St. Johns, St. Lucie, and Volusia.

d. The Federal Emergency Management Agency (FEMA) has approved Public Assistance for the Grantee in its Agreement with the State of Florida for these counties and others (Glades, Highlands, and Palm Beach) added by Amendments to that Agreement.

e. The FEMA has agreed to reimburse the Grantee for payment of claims from Local Governmental Units within the Non-Declared Counties for Category B costs such as support of the evacuation of the Declared Areas.

f. The Agreement between the State of Florida and FEMA, governing the use of such funds, requires the State to share the costs eligible for federal assistance; including the eligible Category B costs from Claimants in the Non-Declared Counties.

g. Chapter 99-226, Fla. Laws, in Specific Appropriation No. 1122, provides that Federal disaster assistance matching requirements shall be shared equally between the State and its Claimants (including the Non-Declared County Claimants).

h. Sections 252.35, 252.36, 252.37, and 252.38 Florida Statutes, authorize the relationship described in this Agreement.

Based upon the existence of the foregoing conditions the parties agree to the following:

1. **DEFINITIONS:** As used in this Agreement, the following terms shall have the following meanings unless otherwise specified:

a. "Eligible disaster relief activities," as used in this Agreement, means those activities authorized in the FEMA-State Agreement, as defined herein below; Public Law 93-288, as amended by Public Law 100-707 (hereinafter the "Stafford Act"); Title 44 CFR, Part 206, and applicable FEMA or State guidance documents.

b. "FEMA-State Agreement" shall mean that agreement between FEMA and the State of Florida, for Hurricane Floyd, FEMA-1300-DR-FL and all modifications thereto.

c. "Emergency Work" shall be defined as in 44 CFR 206.201(b) for Category B (Emergency Protective Measures). No Category A (Debris Removal) assistance will be available to Claimants in Non-Declared Counties.

d. "Project" shall be defined as in 44CFR 206.201(i).

2. APPLICABLE STATUTES, RULES and AGREEMENTS: The parties agree to be bound by all terms of the FEMA-State Agreement and all applicable state and federal statutes, regulations, guidance and handbooks, including but not limited to those identified in Attachments A and C, and the pertinent implementing regulations and guidance.

3. FUNDING and INSURANCE: The Grantee shall provide funds to the Claimant for eligible emergency assistance activities for the projects approved by the Grantee and FEMA. Allowable costs shall be determined in accordance with 44 CFR Part 206 and 44 CFR Part 13, and pertinent FEMA guidance documents. Contingent upon an

appropriation by the Florida Legislature, the Grantee agrees to provide one-half of any non-Federal share (12.5% of total eligible costs). As a condition of receipt of this funding, and contingent upon an appropriation by the Florida Legislature where required, the Claimant similarly agrees to provide one-half of any non-Federal share (12.5% of total eligible costs).

Claimant agrees that the Grantee is authorized to withhold funds otherwise payable to Claimant from any agreement administered by the Grantee, upon a determination by the Grantee, FEMA, or any auditor, that excess funds have been provided to Claimant under any disaster relief funding agreement administered by the Grantee.

The reimbursement of funds will be made only after project completion and submission of the required claim documentation (Claim Narrative for Emergency Work Costs in Non-Declared Counties, and supporting Expense Summaries as applicable). See Attachment D.

Eligible Category B costs of Claimants in the Non-Declared Counties may be directly reimbursed the Federal and applicable State shares by the Grantee with such costs to be included in Project Worksheets that are to be written to the Grantee.

**4. DUPLICATION OF BENEFITS PROHIBITION:** In accordance with the provisions of Section 312 of the Stafford Act, duplication of benefits is prohibited. The Claimant shall notify the Grantee, as soon as practicable, of the existence of any insurance

coverage for the costs identified on their claim, and of any entitlement to recovery of payments from any other source, for the costs described in their claim. Eligible costs shall be reduced by the amount of duplicate sources available. The Claimant shall be liable to the Grantee to the extent that the Claimant receives duplicate benefits from another source for the same purposes for which the Claimant has received payment from the Grantee. The Claimant shall immediately remit to the Grantee any duplication of benefits payment received by the Claimant. In the event the Grantee determines a duplication of benefits has occurred, the Claimant hereby authorizes the Grantee or the Comptroller of the State of Florida to take offset action against any other available funding due the Claimant. The Comptroller is authorized to pay such offset to the Grantee upon written notice from the Grantee.

5. **CLAIM CERTIFICATION:** Category B Claimants in the Non-Declared Counties shall certify and submit their claims for actual costs as directed by the attached Guidelines for Non-Declared County Claimants.

6. **COST SHARING:** The disaster relief funds for eligible costs indicated in the Claim(s) and described in this Agreement shall be shared in accordance with the cost sharing provisions established in the Stafford Act, the FEMA-State Agreement, and Chapter 99-226, Laws of Florida, Specific Appropriation 1122. Accordingly, the Claimant agrees to accept the Federal share

(75%) and the State Share (12.5%; or as otherwise modified under State authority), and agrees to provide one-half of any non-Federal share (12.5% of total eligible costs).

7. **PAYMENT OF CLAIMS:** The Grantee shall reimburse the Federal and State shares of eligible Category B Costs to the Claimants in the Non-Declared Counties as soon as practicable after review and approval of their submitted claim and execution of this agreement which was forwarded to the Claimant after receipt of the claim.

8. **RECORDS MAINTENANCE:** The Claimant agrees to maintain all records pertaining to project(s) described in their claim(s) and the funds received under this Agreement until all issues relating to the inspection and final audit have been completed, and any action or resolution of outstanding issues have been completed. Such records must be maintained for a period of no less than three (3) years from the date of the final payment under this Agreement. Access to those records must be provided at reasonable times to the employees/agents of the Comptroller General of the United States, the Grantee, and/or FEMA.

9. **RECOVERY OF FUNDS:** If audit, or other review by FEMA, the State, or any other authorized entity determines that payment made under this Agreement exceeds the amount of actual eligible costs, Claimant shall, within forty-five (45) days of receipt of the determination notice, repay Grantee the excess amount.

10. **AUDIT:**

a. Claimants shall submit an Audit of Agreement Compliance to the Grantee as provided herein. If the Claimant expends \$300,000 or more in Federal awards in its fiscal year, then the Claimant shall have an audit conducted. Such audit must be performed by an independent Certified Public Accountant, or by another entity independent of the Claimant. Such audit must be performed in accordance with the standards of the Comptroller General as specified in the General Accounting Office Standards for Audit of Governmental Organizations, Programs, Activities and Functions, and generally accepted auditing standards established by the American Institute of Certified Public Accountants. The agreement number of this grant must be identified with the audit submitted. Such audit must also comply with the requirements of Sections 11.45, 216.349, and 216.3491 of the Florida Statutes; Chapter 10.550 and 10.600, Rules of the Auditor General; and, to the extent applicable, the Single Audit Act of 1984, as amended, 31 USC 7501 through 7507, and OMB Circular A-133, as revised June 24, 1997, or thereafter. If the Claimant is a private non-profit organization, it shall submit an organization-wide audit. All audits are due not later than seven (7) months after the termination of the entity's fiscal year. If the Claimant expends less than \$300,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133 is not required, but an audit may otherwise be required under



Section 216.3491, Florida Statutes, and rules adopted pursuant thereto.

b. The Grantee may require the Claimant to undertake such further or additional audits as determined necessary or appropriate including, but not limited to, past and current organization-wide audits. Such audits may be necessary to determine the adequacy, accuracy, and reliability of the Claimant's internal controls, fiscal data, and management systems established to safeguard the Claimant's assets and to ensure compliance with this Agreement.

c. If this Agreement is closed out without an audit, the Grantee reserves the right to recover any disallowed costs identified in an audit after such close-out.

11. **NONCOMPLIANCE**: If Claimant violates any of the conditions related to this disaster relief assistance under: 1) the Robert T. Stafford Act of 1988, Public Law 93-288, as amended by Public Law 100-707; 2) the FEMA-State Agreement; 3) this Agreement; or, 4) any applicable state law or applicable state or federal regulations, including those noted herein; additional financial assistance for the project will be withheld until such violation has been corrected. Also, the Grantee may take any other action that is legally available.

12. **MODIFICATION**: Either party may request modifications to this Agreement, except for eligible scope of work to be claimed (Category B Emergency Work) and the time limitations for

performance of the work which are subject to modification in accordance with separate procedures governed by FEMA regulation. Modifications to the terms and conditions of this Agreement shall be proposed in writing by either party and become effective only upon execution by both parties.

13. TIME FOR PERFORMANCE: All Claims funded under this Agreement should have been timely submitted to the Grantee, but not later than March 1, 2000, unless a request for a deadline extension has been submitted to, and approved by, the Grantee.

14. TERMINATION: Either party may request termination of this Agreement, in writing, delivered in person, or by certified mail, to the party's representative who executes this Agreement. Said termination may be accomplished by mutual agreement of the parties, effective thirty (30) days after an executed modification to effect termination.

15. LIABILITY:

(a) The Grantee assumes no liability whatsoever to third parties as a result of this Agreement. The Claimant shall be solely responsible to all parties with whom it deals in carrying out the terms of this Agreement. The Claimant shall also indemnify and save the Grantee, and the State of Florida, harmless against all claims, suits, liabilities and damages, of whatever nature, arising out of the performance of activities funded or contemplated under this Agreement. For purposes of this Agreement, Claimant agrees that it is not an employee or

agent of the Grantee but is an independent contractor.

(b) Any Claimant which is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent acts or omissions or tortious acts, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Claimant 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 the performance of this Agreement.

(c) Claimant represents and warrants that hazardous and toxic materials, if present at any locations where the scope(s) of work will be performed, are at levels within regulatory limits and do not trigger action required by Federal, State or local laws or regulations. Claimant further represents and warrants that household hazardous waste meeting the definition set forth in 40 CFR shall be handled in a manner that meets all Federal, State and local laws and regulations. Claimant further agrees that any hazardous condition(s) or material(s) on site that is subject to Federal, State or local laws and regulations (including but not limited to: above ground or underground storage tanks or vessels, asbestos, pollutants, irritants, pesticides, contaminants, petroleum products, waste, chemicals, and septic tanks), will be handled and disposed of in accordance

with the pertinent requirements.

16. **REPORTS:** No quarterly progress reports to the Grantee are required from Claimants in the Non-Declared Counties.

17. **STANDARD CONDITIONS:** The Claimant further agrees to be bound by the following standard conditions:

a. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, or the provision of funding to the Grantee pursuant to Section 252.37, Florida Statutes.

b. Bills for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre- and post-audit thereof.

c. The Grantee may unilaterally cancel this Agreement for any refusal by the Claimant, or its contractors, to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, or in conjunction with this Agreement. It is expressly understood that substantial evidence of the Claimant's or their contractor's refusal to comply with this provision shall constitute a breach of contract, and constitute grounds for termination.

d. Claimant agrees, pursuant to Section 216.347, Florida Statutes and applicable federal law, that no funds from this Agreement will be expended in connection with the awarding of this Agreement, or amendments/modifications thereof, for the purpose of lobbying: 1) the Legislature, 2) state agency

employees, or, 3) Members of Congress, officers or employees of Congress, or an employee of a Member of Congress.

e. The Claimant certifies with respect to this Agreement that it possesses the legal authority to receive the funds.

f. The Claimant shall comply with any Statement of Assurance attached hereto, which shall be incorporated herein. The Claimant acknowledges that the responsibility for complying with the approved claim award rests with the recipient Claimant and acknowledges that failure to do so constitutes grounds for the rescission or suspension of this claim award and may influence future claim awards.

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

18. TERM: This Agreement shall begin upon the date last signed and shall end upon receipt of official closing documentation from the Grantee unless terminated earlier in accordance with the provisions of this Agreement.

19. DEFAULT; REMEDIES; TERMINATION

a. If any of the following Events of Default occur, all Grantee obligations to make any further payment of funds hereunder shall terminate, if the Grantee so elects. The Grantee also may, at its option, exercise any of the remedies set forth herein. However, the Grantee may make any payments or parts of payments after the happening of any of the below listed Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

1. If any warranty or representation made by the Claimant in this Agreement, or any previous Agreement with the Grantee, is false or misleading in any respect;

2. If the Claimant fails to keep, observe or perform any of the terms or covenants contained in this Agreement, or any previous agreement with the Grantee, and has not cured such in timely fashion; or otherwise is unable or unwilling to meet its obligations thereunder;

3. If any reports required by this Agreement have not been submitted to the Grantee or have been submitted with incorrect, incomplete or insufficient information; or

4. If the necessary funds are not available to fund this agreement as a result of action by Congress, the Legislature, the Office of the Comptroller or the Office of Management and Budget.

b. Upon the happening of an Event of Default, the Grantee may, at its option upon written notice to the Claimant and upon the Claimant's failure to timely cure, exercise one or more of the following remedies, either concurrently or consecutively. The pursuit of any one of the following remedies shall not preclude the Grantee from pursuing any other remedies contained herein or otherwise provided at law or in equity:

1. Terminate this Agreement, provided that the Claimant is given at least fifteen (15) 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 (23) herein;

2. Commence an appropriate legal or equitable action to enforce performance of this Agreement;

3. Withhold or suspend payment of all or any part of a request for payment;

4. Exercise any corrective or remedial actions including but not be limited to: a) requesting additional information from the Claimant to determine the reasons for or the extent of non-compliance or lack of performance, b) issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, c) advising the Claimant to suspend, discontinue or refrain from incurring costs for any activities in question, d) requiring the Claimant to reimburse the Grantee for the amount of costs incurred for any items determined to be ineligible; and, e) exercise any other rights or remedies which may be otherwise available under law.

c. The Grantee may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Such cause may include, but not be limited to, Claimant's; 1) misrepresentation in the grant application; 2) misuse of funds; 3) fraud; 4) lack of compliance with applicable rules, laws and regulations; 5) failure to perform in a timely manner; and, 6) refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, FS, as amended.

d. Suspension or termination constitutes final Grantee action under Chapter 120, FS, as amended. Notification of suspension or termination shall include notice of administrative hearing rights and time frames. However, any deobligation of funds or any other determination made by FEMA shall be addressed



as provided in 44 CFR 206.206.

e. The Claimant shall return funds to the Grantee if found in non-compliance with laws, rules, regulations governing the use of the funds or this Agreement.

f. Notwithstanding the above, the Claimant shall not be relieved of liability to the Grantee by virtue of any breach of Agreement by the Claimant. The Grantee may, to the extent authorized by law, withhold any payments to the Claimant for purpose of set-off until such time as the exact amount of damages due the Grantee from the Claimant is determined. In the event the FEMA deobligates funds previously authorized under this Agreement, or under any other FEMA funded agreement administered by the Division, then Claimant shall immediately repay said funds to the Grantee. If Claimant fails to repay said funds, then Claimant authorizes the Grantee to recoup said funds from funding otherwise available under this Agreement or under any other grant Agreement with Claimant administered by the Grantee.

## 20. 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:

Attachment A	Program Statutes and Regulations
Attachment B	Lobbying Prohibition/Certification
Attachment C	Statement of Assurances
Attachment D	Claim Guidelines/Non-Declared Counties

21. DESIGNATED AGENT: The Claimant hereby authorizes:

Mark S. Benton, Finance Director as its primary designated agent, and Becky Rountree, Accounting Manager as its alternate designated agent, to execute Requests for Reimbursement, necessary certifications, and other supplementary documentation.

22. NOTICE AND CONTACT: All notices under this Agreement shall be in writing, delivered either by hand delivery or certified mail to the representative and address below:

FOR THE GRANTEE:

Joseph F. Myers, GAR  
State Public Assistance  
2555 Shumard Oak Blvd  
Tallahassee, Florida 32399

FOR THE CLAIMANT:

Mark S. Benton, Finance Director  
City of Gainesville  
Post Office Box 490  
Gainesville, Florida 32602

IN WITNESS HEREOF, the Grantee and Claimant have executed

this Agreement;

FOR THE CLAIMANT:

City of Gainesville

\_\_\_\_\_

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

(Signature)

Wayne Bowers

(Print or Type Name)

City Manager

(Title)

\_\_\_\_\_

(Date)

Federal Employer ID No.

59-6000325

FOR THE GRANTEE:

STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

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

(Signature)

Joseph F. Myers

Governor's Authorized Representative

\_\_\_\_\_

(Date)

Federal Domestic Assistance #83.544

ATTACHMENT A

PROGRAM STATUTES AND REGULATIONS

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The parties to this Agreement and the Public Assistance and Fire Suppression Grant Programs are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC 5121, et seq;
- (2) 44 CFR parts 6, 7, 9, 10, 13, 14, 16, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda, handbooks and guidance documents;
- (3) State of Florida Administrative Plan for the Public Assistance Grant Program; and
- (4) All applicable laws and regulations delineated in Attachment C of this Agreement.

ATTACHMENT B  
LOBBYING PROHIBITION

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

- (a) 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 either directly or indirectly an officer or employee of any state or federal agency, a member of the Florida Legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L. "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) 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 representative 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 persons 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.

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

Signature

Wayne Bowers, City Manager

\_\_\_\_\_  
Typed Name and Title

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ATTACHMENT C  
STATEMENT OF ASSURANCES

The Claimant 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 disaster relief funding agreement with the Grantee, including all understandings and assurances contained therein, and directing and authorizing the Claimant's chief executive 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 Claimant 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 Claimant shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes stated above;
- (d) All Claimant 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 Claimant for eligible contract work completed prior to the date the notice of suspension of funding was received by the Claimant. Any cost incurred after notice of suspension or termination is received by the Claimant may not be funded under this Agreement unless previously approved in writing by the Grantee. All Claimant contracts shall contain provisions for termination for cause or convenience and shall provide method of payment for 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 Claimant 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 Claimant, this assurance shall obligate the Claimant, 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 Claimant 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 (f/k/a the Hatch Act) which limits the political activity 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 Part~~ 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 Claimant 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 Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Section 800.8) by the proposed activity; and
  - (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
  - (3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Department of Community Affairs and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470f, and implementing regulations in 36 CFR part 800.
  - (4) When any of Claimant's projects funded under this Agreement may affect a historic property, as defined in 36 CFR 800.(2)(e), the FEMA may require Claimant 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**, Claimant agrees to participate in consultations to develop, and, after execution by all parties, to abide by, a written agreement that establishes mitigation and recordation 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) Claimant agrees to notify FEMA and the Department if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation for footings and foundations; and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise Claimant 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 Claimant is unable to avoid the archeological property, the Claimant will 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." Claimant 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 Claimant to implement the treatment plan. If either ~~the Council or the SHPO object, Claimant shall not~~ proceed with the project until the objection is resolved.

(6) Claimant shall notify the Department and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental PW 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. Claimant acknowledges that FEMA may require Claimant 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. Claimant further acknowledges that FEMA may require Claimant to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. Claimant also acknowledges that FEMA will require, and Claimant shall comply with, modifications to project scope of work necessary to implement recommendations to address the project and the property.

(7) Claimant 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, Claimant 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 USC 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 USC 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- (s) It will comply with the Animal Laboratory Welfare Act of 1966, 7 USC 2131-2159;
- (t) It will comply with the Civil Rights Act of 1968, Title VI and VIII, 42 USC 2000c and 42 USC 3601-3619.
- (u) It will comply with the Clean Air Act of 1970, as amended, 42 USC 7401-7642;
- (v) It will comply with the Clean Water Act of 1977, as amended, 42 USC 7419-7626;
- (w) It will comply with the Davis-Bacon Act, 40 USC 276a;
- (x) It will comply with the Endangered Species Act of 1973, 16 USC 1531-1544;
- (y) It will comply with the Intergovernmental Personnel Act of 1970, 42 USC 4728-4763;
- (z) It will comply with the National Historic Preservation Act of 1966, 16 USC 270;
- (aa) It will comply with the National Environmental Policy Act of 1969, 42 USC 4321-4347;
- (bb) It will comply with the Preservation of Archeological and Historical Data Act of 1966, 16 USC 469a, et seq;
- (cc) It will comply with the Rehabilitation Act of 1973, Section 504, 29 USC 794;
- (dd) It will comply with the Safe Drinking Water Act of 1974, 42 USC 300f-300j;
- (ee) It will comply with the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 USC 4621-4638;

- (ff) It will comply with the Wild and Scenic Rivers Act of 1968, 16 USC 1271-1287; and
- (gg) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (~~Floodplain Management~~); and EO 11990 (~~Wetlands~~); and EO 12848 (Environmental Justice).
- (hh) It will comply with the Coastal Barrier Resources Act of 1977, 16 USC 3510.
- (ii) It will comply with the Coastal Zone Management Act of 1972, 16 USC 1451-1464.
- (jj) It will comply with the Fish and Wildlife Coordination Act of 1958; 16 USC 661-666.
- (kk) With respect to demolition activities, it will:
1. Create and make available documentation sufficient to demonstrate that the Claimant 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 there on.
  3. Furnish documentation of all qualified personnel, licences and all equipment necessary to inspect buildings located in Claimant'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 Claimant to remove asbestos and lead from demolished or otherwise applicable structures.
  6. Leave the demolished site clean, level and free of debris.
  7. Notify the Department promptly of any unusual existing condition which hampers the contractors work.
  8. Obtain all required permits.

9. Provide addresses and marked maps for each site where water wells or septic tanks are to be closed along with the number of wells located on each site.
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 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U. S. Environmental Protection Agency regulations (40 C.F.R. Part 15). This clause shall be added to any subcontracts.
11. Provide documentation of public notices for demolition activities.