



VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS
501 U.S. HIGHWAY 1

THURSDAY, JULY 23, 2020
7:30 PM

Susan Bickel
Mayor

Mark Mullinix
Vice Mayor

David B. Norris
President Pro Tem

Darryl C. Aubrey
Councilmember

Deborah Searcy
Councilmember

Andrew D. Lukasik
Village Manager

Leonard G. Rubin
Village Attorney

Jessica Green
Village Clerk

In accordance with Executive Order No. 20-91 issued by Governor Ron DeSantis on April 1, 2020, all senior citizens and individuals with a significant underlying medical condition are ordered to stay at home and limit the risk of exposure to COVID-19. The Order further indicates that all persons in Florida shall limit their personal interactions outside of their homes to only those necessary to obtain or provide essential services or conduct essential activities. Similarly, the Centers for Disease Control and Prevention guidance advises that all individuals adopt far-reaching social distancing measures, including avoiding gatherings of more than 10 people. Therefore, in accordance with Executive Order No. 20-69 issued by the Governor on March 20, 2020, the Village of North Palm Beach shall be conducting this meeting utilizing communications media technology. The members of the Village Council will not be physically present in the Council Chambers and shall be participating virtually. Members of the public may participate in the meeting via internet access or by telephone as set forth below.

INSTRUCTIONS TO JOIN MEETING ELECTRONICALLY

To join meeting by computer (video & audio) click or type the following link in address bar:

<https://us02web.zoom.us/j/88281318236?pwd=QVlBekRlajl6Zm1rSmluSG9lMEJ3QT09>

Meeting ID: 882 8131 8236

Password: 517164

To join meeting by phone (voice only):

877 853 5257 US Toll-free

888 475 4499 US Toll-free

Meeting ID: 882 8131 8236

Password: 517164

Public Comments: Public comments can be submitted by filling out the public comment form that can be accessed by clicking the following link [Public Comment Card](#). Public comments can also be made by leaving a voice message at 561-904-2126. All public comments will be read into the record at the Public Comment portion of the meeting.

For full detailed instructions on how to the join the meeting by either telephone or by computer please see the Village of North Palm Beach Village Council webpage or click on the following links:

[Instructions for attending Village Council Meeting by phone](#)

[Instructions for attending Village Council Meeting by computer](#)

AGENDA

ROLL CALL

INVOCATION - VICE MAYOR

PLEDGE OF ALLEGIANCE - MAYOR

AWARDS AND RECOGNITION

APPROVAL OF MINUTES

COUNCIL BUSINESS MATTERS

STATEMENTS FROM THE PUBLIC, PETITIONS AND COMMUNICATIONS

Members of the public may address the Council concerning items on the Consent Agenda or any non agenda item under Statements from the Public. **Time Limit: 3 minutes**

Members of the public who wish to speak on any item listed on the Regular Session or Workshop Session Agenda will be called on when the issue comes up for discussion. **Time Limit: 3 minutes**

Anyone wishing to speak should complete a Public Comment Card (on the table at back of Council Chambers) and submit it to the Village Clerk prior to the beginning of the meeting.

DECLARATION OF EX PARTE COMMUNICATIONS

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

- 1. 1ST READING OF ORDINANCE 2020-03 – CODE AMENDMENT – PROSPERITY HARBOR NORTH PLANNED UNIT DEVELOPMENT** Consider a motion to adopt on first reading Ordinance 2020-03 amending the Prosperity Harbor North Planned Unit Development by amending Ordinance 01-2000 to modify the regulations applicable to docks and piers on the intracoastal lots.
- 2. 1ST READING OF ORDINANCE 2020-04 – CODE AMENDMENT – CIVIL RIGHTS** Consider a motion to adopt on first reading Ordinance 2020-04 amending Chapter 1, "General Provisions," of the Village Code of Ordinances by adopting a new section 1-11, "Civil Rights;" providing for a statement of purpose and the adoption of the North Palm Beach Civil Rights Act.

CONSENT AGENDA

The Consent Agenda is for the purpose of expediting issues of a routine or pro-forma nature. Councilmembers may remove any item from the Consent Agenda, which would automatically convey that item to the Regular Agenda for separate discussion and vote.

- 3. RESOLUTION** – Approving a contract with In & Out All Access System, Inc. for replacement of the gates at the Public Safety Building at a total cost of \$39,173.00.
- 4. RESOLUTION** – Approving a federally-funded subaward and grant agreement with the State of Florida Division of Emergency Management for the receipt of FEMA grant funds.
- 5.** Receive for file Minutes of the Recreation Advisory Board meeting held 5/12/20.
- 6.** Receive for file Minutes of the Golf Advisory Board meeting held 5/18/20.
- 7.** Receive for file Minutes of the Planning Commission meeting held 6/2/20.
- 8.** Receive for file Minutes of the Recreation Advisory Board meeting held 6/9/20.

OTHER VILLAGE BUSINESS MATTERS

- 9. RESOLUTION – TENTATIVE MILLAGE RATE** Adopting a tentative millage rate of 7.5000 mils for fiscal year 2021; establishing a date, time and place for the first hearing on the tentative budget and proposed millage rate.
- 10. RESOLUTION – COUNTRY CLUB MONUMENT SIGN** Approving a contract with Alternative Sign Group, Inc. for the construction of a monument sign at the North Palm Beach Country Club at a total cost of \$34,920.05 and approving payment to Art Sign Group in the amount of \$5,000 for design and consulting services.
- 11. RESOLUTION – ENGINEERING SERVICES FOR ANCHORAGE PARK MARINA DRY STORAGE COMPOUND RENOVATION PROJECT** Approving a proposal from Engenuity Group, Inc. for professional engineering services for the Anchorage Park Marina Dry Storage Compound Renovation Project at a total cost of \$58,067.00.

COUNCIL AND ADMINISTRATION MATTERS

MAYOR AND COUNCIL MATTERS/REPORTS

VILLAGE MANAGER MATTERS/REPORTS

- 12.** Strategic Planning - Final Report

REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)

ADJOURNMENT

If a person decides to appeal any decision by the Village Council with respect to any matter considered at the Village Council meeting, he will need a record of the proceedings, and for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act, any person who may require special accommodation to participate in this meeting should contact the Village Clerk's office at 841-3355 at least 72 hours prior to the meeting date.

This agenda represents the tentative agenda for the scheduled meeting of the Village Council. Due to the nature of governmental duties and responsibilities, the Village Council reserves the right to make additions to, or deletions from, the items contained in this agenda.

**VILLAGE OF NORTH PALM BEACH
COMMUNITY DEVELOPMENT DEPARTMENT**

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Jeremy Hubsch, Community Development Director

DATE: July 23, 2020

SUBJECT: **Ordinance 1st Reading – Approving a Major Amendment to the Prosperity Harbor North Planned Unit Development to revise the regulations applicable to docks and piers.**

The Applicant, Joseph Little, is requesting a major amendment to the Prosperity Harbor North Planned Unit Development (“PUD”). More specifically, the Applicant seeks to amend Exhibit “A” of Ordinance 01-2000. Exhibit “A” provides for and regulates the location and placement of waterside structures for properties within the PUD. Exhibit “A” created specific standards for the placement of waterside structures for both interior and intracoastal lots.

The request seeks to amend the regulations in Exhibit “A” applicable to intracoastal lots. Exhibit “A” currently prohibits docks on these lots and allows only piers six feet in width with “L” and “T” heads, also limited to six feet in width. The Applicant is seeking to: (1) allow docks on intracoastal lots up to six feet in width (with no dock extending more than five feet from the property line); and (2) allow “L” and “T” heads to be up to eight feet in width on intracoastal lots. The requested increase in the width of the “L” and “T” head piers requires a waiver from Section 5-84(6) of the Village Code and triggers a Major Amendment to the PUD.

At their July 7, 2020 meeting, the Planning Commission unanimously recommended approval of the Applicant’s proposed PUD Amendment to allow docks on intracoastal lots and allow eight-foot-wide “L” and “T” heads on the intracoastal lots.

There is no fiscal impact

Recommendation: The Planning Commission recommends approval of the attached Ordinance amending the Planned Unit Development by amending Exhibit “A” of Ordinance 01-2000 to allow docks and eight-foot-wide “L” and “T” head piers on the intracoastal lots within the Prosperity Harbor North PUD.

Attachments:

- 1. Planning Commission Staff Report and Supporting Materials**

1 **ORDINANCE NO. 2020-_____**

2
3 AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF
4 NORTH PALM BEACH, FLORIDA, AMENDING THE PROSPERITY
5 HARBOR NORTH PLANNED UNIT DEVELOPMENT BY AMENDING
6 ORDINANCE NO. 01-2000 TO MODIFY THE REGULATIONS APPLICABLE
7 TO DOCKS AND PIERS ON THE INTRACOASTAL LOTS; PROVIDING FOR
8 CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN
9 EFFECTIVE DATE.

10
11 WHEREAS, through the adoption of Ordinance No. 31-96, the Village Council approved the
12 Prosperity Harbor North Planned Unit Development (“PUD”); and

13
14 WHEREAS, through the adoption of Ordinance No. 01-2000, the Village Council amended the
15 PUD to provide for and regulate the location and placement of structures inclusive of docks,
16 pilings, piers, mooring posts and vessels within the PUD; and

17
18 WHEREAS, Joseph Little (“Applicant”), filed an application to amend Exhibit “A” to Ordinance
19 No. 01-2000 to: (1) allow docks on the intracoastal lots; and (2) allow “L” or “T” heads on piers
20 adjacent to the intracoastal lots to be eight (as opposed to six) feet in width; and

21
22 WHEREAS, because the proposed width of the “L” and “T” heads of the piers requires a waiver
23 from Section 5-84(6) of the Village Code of Ordinances, the requested change must be processed
24 as a major amendment to the PUD; and

25
26 WHEREAS, at a duly advertised hearing held on July 7, 2020, the Planning Commission
27 considered the Applicant’s request and recommended approval; and

28
29 WHEREAS, the Village Council determines that the adoption of this Ordinance is in the best
30 interests of the residents and citizens of the Village of North Palm Beach.

31
32 NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE
33 OF NORTH PALM BEACH, FLORIDA as follows:

34
35 Section 1. The foregoing recitals are ratified as true and correct and are incorporated herein.

36
37 Section 2. The Village Council hereby amends Exhibit “A” to Ordinance No. 01-2000 by
38 amending the Notes to the Exhibit as follows (additional language underlined and deleted language
39 ~~stricken through~~):

40
41 NOTES

- 42
43 1. ALL PIERS, DOCKS, LIFTS, MOORING PILES, AND VESSELS MUST
44 BE CONTAINED WITHIN THE ENVELOPE SHOWN FOR EACH LOT.
45
46 2. INTERIOR LOTS - DOCKS UP TO 10’ WIDE
47

PIERS UP TO 6' WIDE

3. INTRACOASTAL LOTS -

~~NO DOCKS ALLOWED~~
DOCKS UP TO 6' WIDE; HOWEVER, NO DOCK SHALL EXTEND MORE THAN 5' FROM THE PROPERTY LINE

PIERS UP TO 6' WIDE

“L” HEADS AND “T” HEADS
90° OR ANGLED UP TO ~~6'~~ 8' WIDE
AND 30' LONG

PIERS, “L” HEADS, AND “T” HEADS
WITHIN 40' OF PROPERTY LINE

Section 3. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void, such holding shall not affect the remainder of this Ordinance.

Section 4. All ordinances or parts of ordinances and resolutions or parts of resolutions in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict. All remaining provisions of Ordinance No. 01-2000 not specifically amended by this Ordinance shall remain in full force and effect.

Section 5. This Ordinance shall take effect immediately upon adoption.

PLACED ON FIRST READING THIS _____ DAY OF _____, 2020.

PLACED ON SECOND, FINAL READING AND PASSED THIS _____ DAY OF _____, 2020.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

VILLAGE ATTORNEY



THE VILLAGE OF
Village of North Palm Beach
 Department of Community Development
 420 U.S. HIGHWAY ONE, SUITE 21 • NORTH PALM BEACH, FLORIDA 33408
 561-882-1156 • FAX 561.841.8242 • WWW.VILLAGE-NPB.ORG

ADMINISTRATIVE MEMORANDUM NO. 20-010

DATE: July 2, 2020
TO: Planning Commission
VIA: Jeremy Hubsch, AICP, Community Development Director
FROM: Justin W. Revis, Planner
RE: Joseph LITTLE
 July 7, 2020 Meeting Major PUD Amendment
 P&Z# 2020-0413

I. APPLICATION

Location:	700, 702, 704, 706, 708, 710, 712, 714 Sandy Point Lane 700, 702, 704, 706, Maritime Way, generally located on the south side of the Canal Road and east of Prosperity Farms Road.
PCN:	68434205230070460, 68434205230070470, 68434205230070480, 68434205230070490, 68434205230070500, 68434205230070510, 68434205230070520, 68434205230070530, 68434205230080570, 68434205230080560, 68434205230080550, 68434205230080540
Legal Description:	PROSPERITY HARBOR NORTH BLK 7 LT 46-53, BLK 8 LT 54-57
Request:	An application submitted by David Milledge, Esquire on behalf of Joseph Little and with the approval of the Prosperity Harbor North Master Association, Inc., requesting a Major Amendment to the Prosperity Harbor PUD for allowance of waterside structures along 12 properties abutting the Intracoastal Waterway.



II. REQUEST & PROPERTY INFORMATION

The Applicant, Joseph Little, is requesting a major amendment to the Prosperity Harbor North PUD. More specifically, the Applicant wishes to amend Exhibit “A” of Ordinance 01-2000. Exhibit “A” provides for and regulates the location and placement of waterside structures for properties within the PUD. Exhibit “A” created specific standards for the placement of waterside structures for both interior and intracoastal lots.

The request seeks to amend Exhibit “A” for intracoastal lots. Exhibit “A” currently prohibits docks and allows only piers six feet in width with “L” and “T” heads, also limited to six feet in width on intracoastal lots. The Applicant is seeking to: (1) allow docks on intracoastal lots; and (2) allow “L” and “T” heads to be up to eight feet in width on intracoastal lots. The requested increase of “L” and “T” head width requires a waiver from Village Code Section 5-84(6) and triggers a Major Amendment to the PUD.

The current Future Land Use (FLU) and current Zoning designations for the property are summarized in the table below.

Future Land Use (FLU) Designation	Zoning Designation
Low Density Residential	R-1 Single-Family Dwelling District; R-3 Apartment Dwelling District

The following table summarizes the uses, FLU designations, and zoning districts of the subject parcels and surrounding properties:

	Existing Use	FLU	Zoning
North	Residential (PBC)	LR-3	RS
East	Intracoastal	-	-
South	Residential	Commercial	C-1
West	Residential (PBC)	HR-12	RH

IV. BACKGROUND AND ANALYSIS OF APPLICANT’S REQUEST

A. Property Background

On September 19, 1991, the Village Council adopted Ordinance 29-91, which created a Planned Unit Development known as “Prosperity Harbor North”. On August 22, 1996, the Village Council adopted Ordinance 30-96, which rescinded Ordinance 29-91. Immediately after the rescission, the Village Council adopted Ordinance 31-96, which created a new Planned Unit Development also known as “Prosperity Harbor North”. Ordinance 31-96 provided entitlements to build a residential neighborhood along with associated amenities. On January 13, 2000, the Village Council adopted Ordinance 01-2000, which amended Ordinance 31-96 to allow for and regulate waterside structures. Exhibit “A” to Ordinance 01-2000 regulates the location and placement of structures and vessels.

Exhibit “A” allows docks up to 10’ wide on interior lots, but explicitly prohibits docks on intracoastal lots. There are no staff reports or comments in previous minutes that explicitly state why docks were prohibited on intracoastal lots. In the minutes from the initial approval of Prosperity Harbor North in 1991, five residents stated that they had environmental concerns related to the project. Section 17 of Ordinance 29-91 stated: “The Village is particularly concerned with existing shoreline and upland vegetation/wildlife communities and the potential degradation/depletion of potable irrigation quality groundwater.” When the project was revised and re-approved in 1996, Section 2.E of the Ordinance stated: “The existing mangroves shall remain except when removal is necessary to allow for the installation of improvements.” Furthermore, Section 17 (environmental concerns) from Ordinance 29-91 was carried over into the revised PUD. Current and historical aerial photography show that there are currently no mangroves on site, and that there have not been any since at least 2002. However, there is currently a small sand beach waterside of the seawall on several properties within Prosperity Harbor North that could potentially accommodate mangrove growth.

On September 17, 2016, permit 2016-1583 was submitted to the Village’s Community Development Department for a pier with an 8ft “L” head at 700 Sandy Point Lane, located within the Prosperity Harbor North PUD. Permit 2016-1583 was then placed on hold on May 8, 2018, because the plans did not adhere to the regulations outlined in Exhibit “A”. On March 3, 2020, an application was submitted to amend Exhibit “A” of Ordinance 01-2000 in an effort to make the proposed dock and pier consistent with the approved PUD.

B. Applicant’s Justification

The Applicant has provided the following statements in a Justification Statement:

“To facilitate the desired dock and pier located at 700 Sandy Point Lane, Applicant proposes to amend the PUD to modify the existing PUD regulations. Applicant has sought and has received approval from the United States Army Corps of Engineers and the Florida Department of Environmental Protection for the proposed dock and pier. Applicant has also received consent from the Prosperity Harbor North Master Association, Inc. and, moreover, has received letters of support from all property owners within the PUD who live along the Intracoastal Waterway. The proposed dock is six (6) feet wide and the proposed pier extends thirty (30) feet to an eight (8) foot wide terminal platform. The proposed structure will still remain fully within the “envelope” shown on the ordinance’s exhibit. Attached hereto are related governmental approvals with associated dock/pier details.

The proposed amendment to the Prosperity Harbor North PUD is consistent with the Village’s comprehensive plan and code. The proposal of these modifications to the regulations of docks and piers would enable Applicant to construct a dock and pier consistent with other residential properties within the village. Applicant looks forward to working with staff to respond to any questions or concerns that may arise as a result of your review.”

C. Planned Unit Development with Waiver Requests

The proposed modification to the Prosperity Harbor North PUD requires one waiver or “minor modification” from the Village’s land development regulations to increase pier width from six feet to eight feet. Per Section 45-35.1(1)(a) of the Village Code, the intent of the Planned Unit Development process is to provide: “an added degree of flexibility in the placement and interrelationship of the buildings and uses within the planned unit development, together with the implementation of new design concepts.” Section 45-35.1(1)(b) grants the Village Council the authority to allow for minor modification to the provisions of the Village’s land development regulations.

The Applicant has stated the following for the justification of the requested waiver. “This proposal requests a waiver from Section 5-84(6) of the Village’s code which limits piers to 6’ wide and presumably a pier’s “L” or “T” head. The proposed request will continue to keep the code maximum of a 6’ wide pier while allowing a “L” or “T” head to have a maximum width of 8’. This waiver is requested based on safety concerns caused by the height differential between the finished decking of the pier and the water level of the Intracoastal Waterway. The height difference between the top of

the decking and the mean high-water mark (MHW) and mean-low water mark (MLW) is 5’ and 10’, respectively. After taking into account a vessel’s freeboard, a disembarking passenger would have a large step up on the pier. To accommodate this height differential, the proposed 8’ “L” head has a 5’ wide platform which then steps down 2’ over three steps. By lowering the height, this design provides greater safety for those passengers disembarking a vessel. Under current code requirements, the proposed L-head would only have a 3’ wide platform which does not provide enough open space for staging purposes and therefore the addition of 2’ is appropriate. This proposal has limited impact within the PUD and those navigating the Intracoastal Waterway as “L” and “T” heads are only permissible on Intracoastal lots and said platforms must still be completely confined to the envelope shown on Exhibit A. As depicted below, the impact from what is permissible by right versus the instant proposal is de minimis.”

Analysis of Waivers Requested:

The applicant is requesting one waiver from code provisions.

Code Section	Required	Proposed	Waiver Request	Comments/Analysis
Section 5-84(6) PUD pier L or T heads	6 feet	8 feet	Request to increase the maximum pier head size in PUD by 2 feet	Staff: The Applicant’s request to allow 8’ wide “L” and “T” heads is not consistent with other “L” and “T” allowances elsewhere in the Village. Harbor Isles is a similarly situated PUD that has some of the largest boats in the Village, and it also has a limitation of 6’ wide L and T heads.

V. CONCLUSION:

Staff has found the requested waiver from Section 5-84 (6) inconsistent with the Village’s Code and is therefore recommending **denial of the waiver**.

VI. Attachments

1. Photos of Prosperity Harbor North
2. Application
3. Narrative
4. Revised Ordinance Exhibit
5. Harbor Aerial Exhibit
6. DEP and ACOE Permits
7. Proposed Dock Exhibit
8. Letters of Support
9. Letter of Opposition

Attachment 1



Applicants Property











THE VILLAGE OF NORTH PALM BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
420 U.S. HIGHWAY 1 • SUITE 21 • NORTH PALM BEACH, FLORIDA 33408
PHONE 561.841.3365 • FAX 561.841.8242 • WWW.VILLAGE-NPB.ORG

LAND DEVELOPMENT APPLICATION

Check all that apply: Voluntary Annexation Comprehensive Plan Map Amendment Rezoning/PUD

Property Information

Property Control Number (PCNs). Attach separate sheet, if necessary 68434205230030000

Acreage: _____ Property's street address: Sandy Point Ln

Location of property (include proximity to closest major road or intersection): approximately 0.5 miles southeast of PGA Blvd. and Prosperity Farms Rd.

LAND USE & ZONING

Present future land use designation: Low Density Residential - Special Policy 5.8

Proposed future land use designation: N/A

Present zoning district: R1 w/ PUD overlay

Proposed zoning district: N/A

Existing use(s): Single Family Proposed use(s): N/A

APPLICANT INFORMATION

Property owner(s): Prosperity Harbor North Master Association, Inc.

Address: 19940 Mona Road, Ste 5 City: Jupiter State: FL Zip: 33469

Phone: _____ Fax: _____ Cell: _____ E-mail: _____

Applicant, if other than owner(s): Joe Little

Address: 700 Sandy Point Ln City: NPB State: FL Zip: 33410

Phone: _____ Fax: _____ Cell: _____ E-mail: jlittle@laketec.com

Check here if applicant is contract purchaser. Written consent is required unless the application is executed by the property owner.

AGENT INFORMATION

A statement of authority is required unless application is executed by the property owner. All correspondence, invoices, and refunds will be addressed to the agent.

Agent: Don Hearing/David Milledge Name of Firm: Cotleur & Hearing

Address: 1934 Commerce Ln, Ste 1 City: Jupiter State: FL Zip: 33458

Phone: 561-747-6336 Fax: 561-747-1377 Cell: _____ E-mail: dmilledge@cotleur-hearing.com

APPLICATION REQUIREMENTS – PLANS & SUPPORTING DOCUMENTS

The following list of plans and documents are provided to assist applicants with preparing complete and accurate submittal packages. Additional information or documentation may be required during the review process to determine compliance with the Village Code of Ordinances.

Please submit the following information as applicable to your application:

1. Completed Site Plan Review Application with both owner and agent/architect/engineer signatures.(PDF & 1 Copy)
2. Proof of Ownership - Warranty deed or other proof of ownership (PDF & 1 Copy)
3. Legal Description - In Word Document Format only
4. Fifteen (15) sets of the following plans and documents which are applicable to the subject application if application requires DRC review; Nine (9) are required for Planning Commission. All hardcopy plans shall be provided as ANSI D or Arch D sized plans (approx. 24X36). An electronic copy of all plans shall be provided in both JPEG and TIFF formats. All other electronic copies documents should be submitted in PDF format unless specified otherwise.
 - **Request Summary** – A detailed description of project history, background and proposed request, including a complete list of any requested uses and square footage calculation, and any required waivers or variances in hard copy and a Word document format.
 - **Surrounding Use Analysis** – In the Request Summary or on a separate sheet indicate the current land uses adjacent to the property for which consideration is requested. This information should include, where applicable, the name of the shopping center, business, residential subdivision, etc., or the type of residential unit (single-family, multi-family, etc.) or if the property is vacant, for the properties located to the north, south, east, and west.
 - **Location Map** – Showing the general location and surrounding area
 - **Certified Land Survey or Plat** – Showing property dimensions, easements, lot and block number. If the project is on two or more lots, a unity of title is required.
 - **Site Plan** – to include dimensions of all structures, setbacks and parking. Dimension for height must reference both National Geodetic Vertical Datum (NGVD) and Basic Flood Elevation (BFE). Identify the base flood elevation (BFE) per floor and overall building height. A data table in tabular format identifying site address, zoning, land use, setbacks, FAR and all other applicable land development regulations.
 - **Full Color Elevations** – Building elevations including illustration of screening of roof-mounted mechanical equipment of all sides as completed.
 - **Landscape Plan** – to include all items required and specified by the Village of North Palm Beach minimum landscape ordinance, including proved opacity levels, type of irrigation, xeriscaping techniques; botanical and common name of materials. Indicate all required and provided materials. Indicate all required and provided quantities and size of landscape materials. Include all wall, fence and tree staking details. The landscaping plan should reflect all easements including utility and all above ground utilities or drainage features etc.
 - **Landscaping Full Color Rendering** – Elevation view of landscaping on all sides from landscape architect.
 - **Paving and Drainage Plan/s** - plans and calculations, proposed flow direction and amount of drainage flow.
 - **Drainage Statement** – Showing compliance of request with required Levels of Service
 - **Civil Plan/s** - Sanitary sewer, potable water and any reuse water plans, which shall indicate the locations and sizes of sanitary and storm sewers, water mains, culverts and other underground structures in or near the project for Seacoast Utility Authority’s approval.
 - **Traffic Circulation** – ingress and egress for both general and emergency vehicles.
 - **Photometric Plan** - Site lighting plan/calculations for parking areas/buildings
 - **Floor Plan** – Typical floor plan layout for each floor. Identify the units, unit size and type of rooms, common areas, amenities and required fire escape spaces.
 - **Building Elevations** – Provide front, rear and side elevations

- **Additional information if applicable:**
 - Sample Board – Submit colors and materials samples of the building and site design elements (only one)
 - Palm Beach County Traffic Concurrency
 - FDOT Conceptual Driveway Permit
 - School Concurrency Application
 - Master Sign Concept / Sign Plan(May be part of the site plan pages for smaller projects)
 - Seacoast Utility Capacity Letter - The capacity letter is required with the application. However, Water and Wastewater Concurrency must be demonstrated through a developer's agreement or Capacity Reservation and is typically required by DO.

All site plans must show, at a minimum, the following information:

- The proposed title of the project and the name of the engineer, architect, surveyor or landscape architect and the developer.
- Existing Zoning District/Land Use Plan Designation of the subject property.
- Proposed changes in zoning and/or land uses to the subject property, if any.
- Adjacent land uses (existing).
- Site boundaries clearly identified, dimensioned and tied to section corners.
- Existing features (trees, water, structures) including topography, roadways, parking and land use areas which are to remain.
- All existing right-of-way, dedications, easements, property lines, and existing streets. Buildings, watercourses, waterways or lakes, and other existing physical features in or adjoining the project.
- The location and dimension of proposed setback lines.
- The location and dimensions of proposed reservations for park playgrounds, open spaces, and other common areas, if applicable.
- The location, dimensions and character of the construction of proposed curbs, cuts, driveway entrances and exits, loading areas (including the number of required and provided parking and loading spaces), outdoor lighting systems, outdoor sound systems, storm drainage and sanitary facilities.
- Location and dimensions of all proposed buildings, excavations, and structures to lot lines and to each other.
- Typical trash and garbage disposal system, as well as recycling system, including typical enclosure detail, the location of each and Auto Turn analysis for truck turn radius (NOTE: All receptacles must be screened from view and placed to provide easy access by sanitation trucks. This information may be provided on separate plan if necessary).
- General location, character, size, height, and orientation of proposed signs.
- All pedestrian walkways and sidewalks demarcating pedestrian and bicycle circulation.
- Type and location of mail receptacles.

Include the following computations:

1. Total site square footage/acreage
2. Allowed and proposed density (residential only)
3. Vehicular use calculations (roadway, aisles, parking)
4. Recreational open space (residential only)
5. Square footage/acreage by land use type
6. Impervious/pervious area percentages
7. Parking spaces required/provided
8. Landscape open space calculations

All site plans must be prepared, signed and sealed by one or more of the following professionals:

1. A landscape architect registered by the State of Florida
2. An architect registered by the State of Florida
3. A civil engineer registered by the State of Florida
4. A land surveyor registered by the State of Florida

OPTIONAL SUPPORTING INFORMATION

Check with the staff of the Division of Planning and Zoning to determine if any of the following additional information is required to be submitted with this application.

- Environmental assessment study
- Provide photographs (where applicable) to further explain the nature of the request
- Other:

*****For voluntary annexation applications only*****

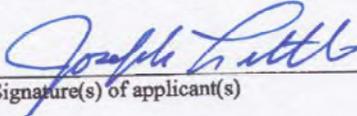
An annexation affidavit is a written verification, in letter form, and shall be notarized certifying the following;

- (1) The applicant, or applicants, owns all of the property proposed to be annexed;
- (2) The consent of the owner to have the property annexed;
- (3) The owner or applicant will comply with all appropriate provisions of Village's Ordinances and *Florida Statutes*.

REQUIRED SIGNATURES

By signing, I authorize the Village of North Palm Beach Community Development staff, Fire Department, Public Safety and Public Works Department (if applicable) to enter the property for inspection on site.

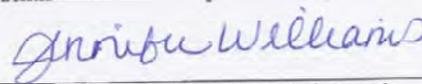
My signature on this document affirms that I understand and will comply with the provisions and regulations of the Code of Ordinances of the Village of North Palm Beach, Florida. I further certify that all the information contained in this application and all documentation submitted herewith is true to the best of my knowledge and belief. Further, I understand that the application (including attachments) becomes part of the official records of the Village of North Palm Beach and will not be returned and that review fees are non-refundable.


Joseph LITTLE
2-10-2020
 Signature(s) of applicant(s) Print Name Date

COUNTY OF Palm Beach

The foregoing was sworn to, subscribed and acknowledged before me on this the 10th day of February, 2020, by Joseph Little who is personally known to me or who has produced FLDL exp. 6/10/2025 (Type of Identification)

As identification and who [did / did not] take oath


 (Signature of person taking acknowledgement)

Jennifer Williams
 (Name of officer taking acknowledgement – typed, printed or stamped)

SEAL



Milledge

David Milledge

02/10/2020

Signature of agent

Print Name

Date

COUNTY OF

Palm Beach

Th COUNTY OF

Palm Beach

The foregoing was sworn to, subscribed and acknowledged before me on this the 10th day of February, ~~201~~ ²⁰²⁰, by

David Milledge

who is personally known to me or who has produced

N/A

(Type of Identification)

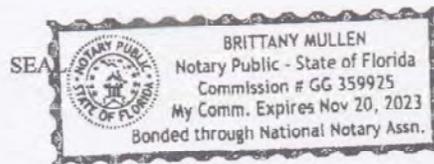
As identification and who [did / did not] take an oath

Brittany Mullen

(Signature of person taking acknowledgement)

Brittany Mullen

(Name of officer taking acknowledgement - typed, printed or stamped)



X *Daniel Sisto*

Signature(s) of property owner(s)

DANIEL SISTO

Print Name

FEB 12, 2020

Date

Note: Property owner signature REQUIRED if statement of authority and/or written consent is not attached. Statement of authority and/or written consent is required for all agents and/or applicants from the property owner.

STATE OF

Florida

COUNTY OF

Palm Beach

The foregoing was sworn to, subscribed and acknowledged before me on this the 12 day of February, ~~201~~ ²⁰²⁰, by

DANIEL SISTO President of PROSPERITY HARBOR NORTH

who is personally known to me or who has produced

(Type of Identification)

As identification and who [did / did not] take an oath

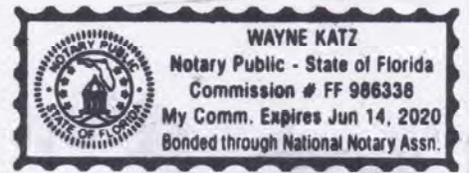
Wayne Katz

(Signature of person taking acknowledgement)

Wayne KATZ

(Name of officer taking acknowledgement - typed, printed or stamped)

SEAL





Financial Responsibility Form

The owner understands that all Village-incurred professional fees and expenses associated with the processing of this application request are ultimately the responsibility of the owner. A security deposit shall be deposited in an interest-bearing account with any accrued interest to be retained by the Village of North Palm Beach.

The owner and/or designee shall be invoiced on a monthly basis for professional fees such as, but not limited to, consultant engineering services, legal services, advertising costs, and/or any other costs attributable to the processing of the permit for which the Village incurred during the previous month. The owner and/or designee shall reimburse the Village within thirty (30) days from date of invoice. If payment is not received, the Village may utilize the security deposit for re-imbursement purposes. **All activities related to the pending permit(s) will cease until any outstanding invoices are paid.**

The owner/designee further understands that transfer of this responsibility shall require a completed form, signed and notarized by the responsible party, and delivered to the Community Development Department if the name and/or address of the responsible party changes at anytime during the application review process.

Joseph Little
Owner signature

2-12-2020
Date

Prosperity Harbor North Master Association, Inc.
Owner printed name

68434205230030000
Property Control Number

DESIGNEE/BILL TO:

Joe Little

700 Sandy Point Ln

North Palm Beach, FL 33410

Designee Acceptance Signature

NOTARY ACKNOWLEDGEMENT

STATE OF Florida

COUNTY OF Palm Beach

I hereby certify that the foregoing instrument was acknowledged before me this 12 day of February, 2020, by Joe Little. He or she is personally known to me or has produced _____ as identification.

Souheir Dayeh
Notary public signature

Souheir Dayeh
Printed name

State of Ohio at-large



My Commission expires: Aug 3, 2023

PROSPERITY HARBOR NORTH PUD Major Planned Development Amendment

March 12, 2020

Revised June 25, 2020

Introduction

The Applicant, Joseph Little (“Applicant”), with approval by Prosperity Harbor North Master Association, Inc., and support from all property owners along the Intracoastal Waterway, hereby submits the accompanying application for a Major Planned Development Amendment for the Prosperity Harbor PUD. Specifically, Applicant seeks to amend Exhibit “A” of Ordinance 01-2000 which provided for and regulated the location and placement of specific waterside structures.

Background

On August 22, 1996, the Village of North Palm Beach Village Council passed Ordinance 31-96 approving a planned unit development called Prosperity Harbor. Ordinance 31-96 provided entitlements to build a residential neighborhood along with associated amenities. On January 13, 2000, Ordinance 01-2000 passed which amended Ordinance 31-96 and provided for and regulated waterside structures.

Location

Prosperity Harbor, shown below, is generally located east of Prosperity Farms Road, south of PGA Boulevard and west of the Intracoastal Waterway.



Land Use & Zoning

Prosperity Harbor has a future land use designation of Low Density Residential (LDR) and is within the Single Family dwelling district (R1). The following table shows the land use designations and zoning districts surrounding Prosperity Harbor.

DIRECTION	PROPERTY SURROUNDING PROSPERITY HARBOR	FUTURE LAND USE DESIGNATION	ZONING DESIGNATION
NORTH	Residential (PBC)	LR-3	RS
SOUTH	Residential	Commercial	R2/R3
EAST	Intracoastal Waterway	-	-
WEST	Residential (PBC)	HR-12	RH

Project Description

To facilitate the desired dock and pier located at 700 Sandy Point Lane, Applicant proposes to amend the PUD to modify the existing PUD regulations. Applicant has sought and has received approval from the United States Army Corps of Engineers and the Florida Department of Environmental Protection for the proposed dock and pier. Applicant has also received consent from the Prosperity Harbor North Master Association, Inc. and, moreover, has received letters of support from all property owners within the PUD who live along the Intracoastal Waterway. The proposed dock is six (6) feet wide and the proposed pier extends thirty (30) feet to an eight (8) foot wide terminal platform. The proposed structure will still remain fully within the “envelope” shown on the ordinance’s exhibit. Attached hereto are related governmental approvals with associated dock/pier details.

Major Planned Development Amendment

Applicant proposes a major PUD amendment to modify the regulations related to docks and piers within Prosperity Harbor North. Found within Exhibit “A” of Ordinance 01-2000, waterside structures, such as docks and piers, are regulated based on the following notes:

NOTES

1. *All piers, docks, lifts, mooring piles, and vessels must be contained within the envelope shown for each lot.*
2. *Interior lots - Docks up to 10’ wide
Piers up to 6’ wide*
3. *Intracoastal Lots - No Docks Allowed
Piers up to 6’ wide*

*“L” heads and “T” heads 90 or angled up to 6’ wide and 30’ long
Piers, “L” heads, and “T” heads within 40’ of property line*

4. *Soundings from Lidberg Land Surveying, Inc., dated 9/10/98.*

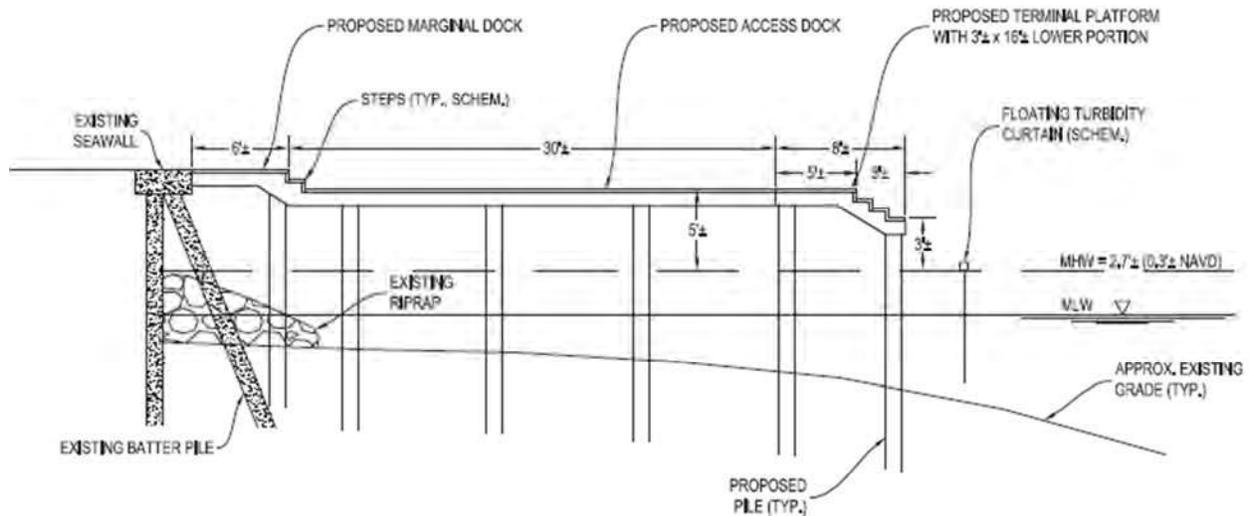
Applicant proposes the following modifications to Exhibit “A” of Ordinance 01-2000:

NOTES

1. *All piers, docks, lifts, mooring piles, and vessels must be contained within the envelope shown for each lot.*
2. *Interior lots - Docks up to 10’ wide
 Piers up to 6’ wide*
3. *Intracoastal Lots - ~~No Docks Allowed~~ Docks up to 6’ wide, however, no dock shall extend more than 5’ waterward from the rear property line
 Piers up to 6’ wide
 “L” heads and “T” heads 90° or angled up to ~~6~~8’ wide and 30’ long
 Piers, “L” heads, and “T” heads within 40’ of property line*
4. *Soundings from Lidberg Land Surveying, Inc., dated 9/10/98.*

A copy of the proposed revision to Exhibit “A” is enclosed. This proposal requests a waiver from Section 5-84(6) of the Village’s code which limits piers to 6’ wide and presumably a pier’s “L” or “T” head. The proposed request will continue to keep the code maximum of a 6’ wide pier while allowing a “L” or “T” head to have a maximum width of 8’. This waiver is requested based on safety concerns caused by the height differential between the finished decking of the pier and the water level of the Intracoastal Waterway. The height difference between the top of the decking and the mean high-water mark (MHW) and mean-low water mark (MLW) is 5’ and 10’, respectively. After taking into account a vessel’s freeboard, a disembarking passenger would have a large step up on the pier. To accommodate this height differential, the proposed 8’ L-head has a 5’ wide platform which then steps down 2’ over three steps. By lowering the height, this design provides greater safety for those passengers disembarking a vessel. Under current code requirements, the proposed L-head would only have a 3’ wide platform which does not provide enough open space for staging purposes and therefore the addition of 2’ is appropriate.

Below is a schematic of the dock which shows how the L-head steps down to decrease the height difference between the decking and water level.



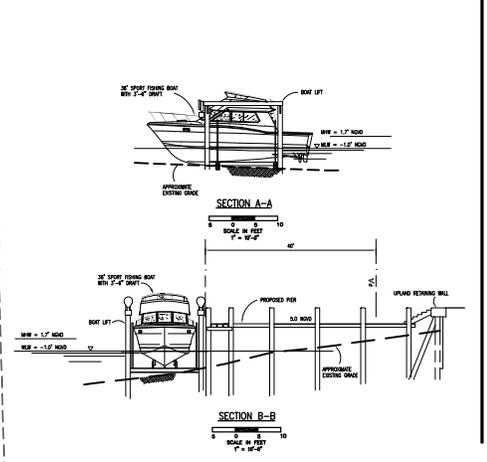
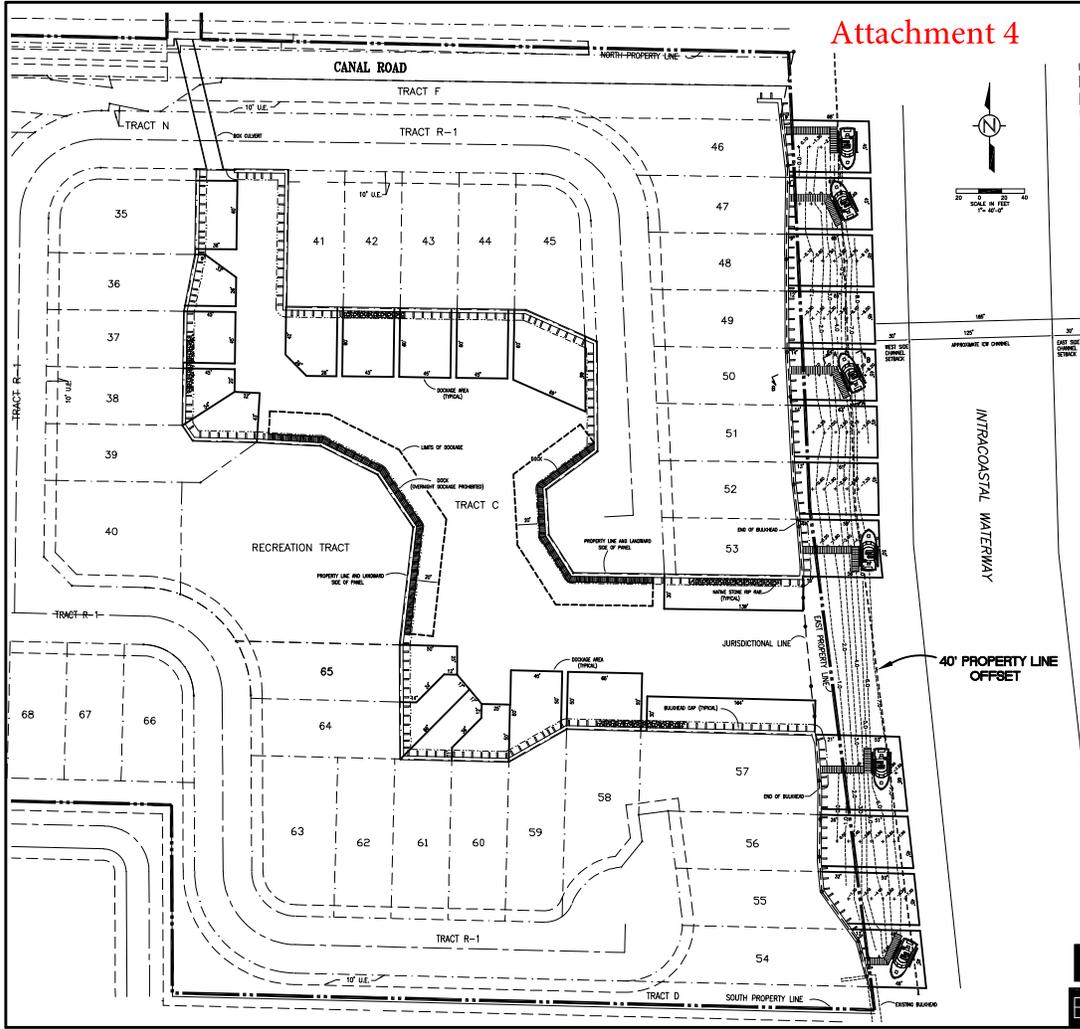
This proposal has limited impact within the PUD and those navigating the Intracoastal Waterway as “L” and “T” heads are only permissible on Intracoastal lots and said platforms must still be completely confined to the envelope shown on Exhibit A. As depicted below, the impact from what is permissible by-right versus the instant proposal is de minimis.



Conclusion

The proposed amendment to the Prosperity Harbor North PUD is consistent with the Village’s comprehensive plan and code. The proposal of these modifications to the regulations of docks and piers would enable Applicant to construct a dock and pier consistent with other residential properties within the village. Applicant looks forward to working with staff to respond to any questions or concerns that may arise as a result of your review.

Attachment 4



- NOTES**
1. ALL PIERS, DOCKS, LIFTS, MOORINGS, PILES, AND VESSELS MUST BE CONTAINED WITHIN THE ENVELOPE SHOWN FOR EACH LOT.
 2. INTERIOR LOTS - DOCKS UP TO 10' WIDE
PIERS UP TO 6' WIDE
 3. INTRACOASTAL LOTS - NO DOCKS ALLOWED DOCKS UP TO 6' WIDE
PIERS UP TO 6' WIDE
"L" HEADS AND "T" HEADS
90° OR ANGLED UP TO 6' WIDE 8' WIDE
AND 30' LONG
PIERS, "L" HEADS, AND "T" HEADS
WITHIN 40' OF PROPERTY LINE
 4. SOUNDINGS FROM LEISING LAND SURVEYING, INC., DATED 9/10/96.

EXHIBIT A
EXHIBIT 1A

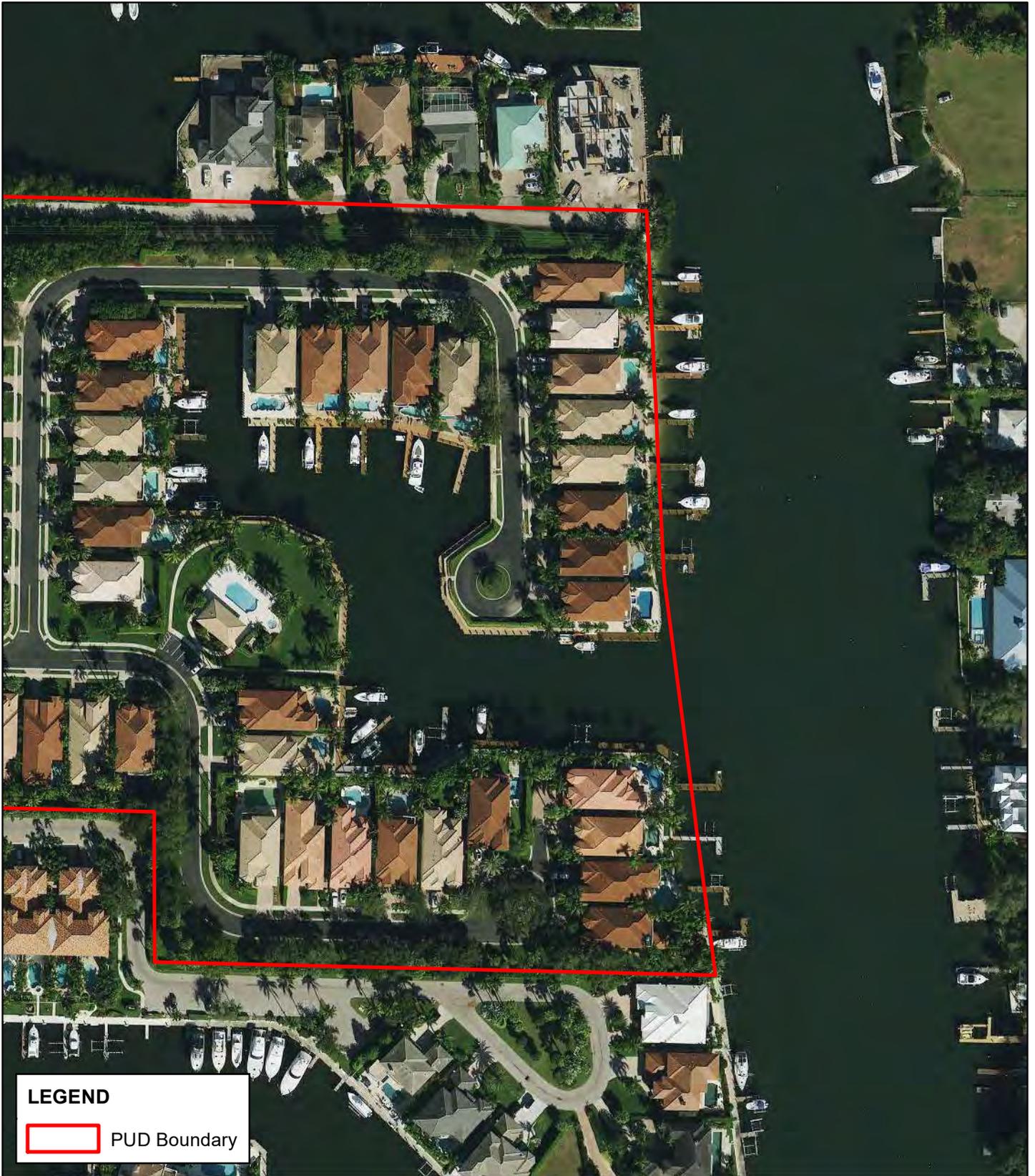
PLAN VIEW

CHARLES C. ISIMINGER, P.E.
CONSULTING ENGINEERS, INC.
COASTAL ENVIRONMENTAL MARINE
P.O. BOX 14702 - NORTH PALM BEACH, FL 33408 - 561-881-0003

DOCKAGE AREAS PLAN
PROSPERITY HARBOR
VILLAGE OF NORTH PALM BEACH
PALM BEACH COUNTY, FLORIDA
PULTE HOME CORPORATION

DATE	8/99	DRAWN	JN	CHKD	APPRVD
DWG NO.	9856F				SHEET
COMPUTER FILE NO.	C198L02Q				OF 1

Attachment 5



LEGEND

 PUD Boundary



1 in = 150 ft

0 25 50 100 150 Feet

Map Document:
(F:\Projects Active\20-0202 Little Residence - PUD Amendment
Maps and Graphics\ArcMap_Projects)
02-11-2020 -- 1:30:00 PM -mak

Harbor Aerial
Prosperity Harbor North PUD
Village of North Palm Beach, FL



**Cotleur &
Hearing**

1934 Commerce Lane · Suite 1 · Jupiter, FL · 33458
561.747.6336 · 561.747.1377

Attachment 6

EXHIBIT “DOCK PERMITS”



DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
4400 PGA Boulevard, Suite 500
Palm Beach Gardens, Florida 33410

December 4, 2019

REPLY TO
ATTENTION OF

Regulatory Division
Palm Beach Gardens Section
SAJ-2001-00227(GP-PWB)

Joseph Little
700 Sandy Point Lane
North Palm Beach, Florida 33410

Dear Mr. Little:

Your application for a Department of the Army permit received on October 10, 2019, has been assigned number SAJ-2001-00227(GP-PWB). A review of the information and drawings provided shows the proposed work is installing a new (476 square foot) docking structure adhering to dock construction guidelines consisting of a 300 square foot marginal dock with 1/8 inch deck board spacing (not located over submerged resources/ located over riprap) to connect the new structure with an existing dock on the south side of the property; a 30-foot by 4-foot access pier (120 square feet) elevated to 5-feet above mean high water (MHW) with 1/2 inch deck-board spacing; a 16-foot by 5-foot (80 square feet) terminal platform elevated to 5-feet above MHW using grated decking (with a minimum 43% open space); with a 16-foot by 3-foot (48 square feet) lower portion (3-feet above MHW) of the terminal platform (grated decking with 43% minimum open space). The activities subject to this permit are authorized pursuant to authorities under Section 10 of the Rivers and Harbors Act of 1899(33 U.S.C § 403. The project is located in the Intracoastal Waterway at 700 Sandy Point Lane, in Section 5, Township 42 South, Range 43 East, North Palm Beach, Palm Beach County, Florida.

Your project, as depicted on the enclosed drawings (Attachment A), is authorized by Regional General Permit (GP) SAJ-20. This authorization is valid until March 27, 2023. Please access the Corps' Jacksonville District Regulatory Division Internet page to view the special and general conditions for SAJ-20, which apply specifically to this authorization. The Internet URL address is:

<http://www.saj.usace.army.mil/Missions/Regulatory.aspx>

Please be aware this Internet address is case sensitive; and, you will need to enter it exactly as it appears above. Once there you will need to click on "Source Book"; and, then click on "General Permits". Then you will need to click on the specific SAJ permit noted above. You must comply with all of the special and general conditions of the permit; and, any project-specific conditions noted below, or you may be subject to enforcement action.

The following project-specific conditions are included with this authorization:

1. Reporting Address: The Permittee shall submit all reports, notifications, documentation and correspondence required by the general and special conditions of this permit to either (not both) of the following addresses:

a. For electronic mail (preferred): SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).

b. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.

The Permittee shall reference this permit number, SAJ-2001-00227(GP-PWB), on all submittals.

2. Consent to Easement: A portion of the authorized work may be located within the Federal right-of-way for an identified Federal project and would require a Department of the Army Consent to Easement. By copy of this permit, the proposal is being forwarded to the Corps' Real Estate Division for action on the Consent to Easement. Failure to obtain the Consent to Easement or waiver invalidates this authorization. The Real Estate Division is responsible for issuing the Consent to Easement. Contact with Real Estate for questions or status updates can be done at Post Office Box 4970, Jacksonville, Florida 32232-0019 or by telephone at 904-570-4514.

3. As-Built Certification with X-Y Coordinates: Within 60 days of completion of the authorized work or at the expiration of the construction window of this permit, whichever occurs first, the Permittee shall submit as-built drawings of the authorized work and complete the enclosed (Attachment B) As-Built Certification Form to the Corps. The drawings shall be signed and sealed by a Florida registered professional engineer or a professional land surveyor registered in the state of Florida confirming the actual location of all authorized work/structures with respect to the Federal channel and within the Federal easement and include the following:

- a. A plan view drawing of the location of the authorized work footprint (as shown on the permit drawings) with an overlay of the work as constructed in the same scale as the attached permit drawings (8½-inch by 11-inch). The drawings shall include the X & Y State Plane coordination points of the most waterward point of the structure. The drawings shall include the dimensions of the structure, depth of water (at mean low water) at the waterward end of the

structure, and the distance from the waterward end of the structure to the near design edge of the Federal channel.

- b. List of any deviations between the work authorized by this permit and the work as constructed. In the event the completed work deviates, in any manner, from the authorized work, describe on the As-Built Certification Form the deviations between the work authorized by this permit and the work as constructed. Clearly indicate on the as-built drawings any deviations that have been listed. Please note the depiction and/or description of any deviations on the drawings and/or As-Built Certification Form does not constitute approval of any deviations by the Corps.
- c. The Department of the Army Permit number.

4. Setback from Federal Channel: The permit requires that no portion of the authorized structure extend closer than 52 linear feet from the near bottom edge of the Intracoastal Waterway.

5. Dock Construction Guidelines: The Permittee shall comply with the “Dock Construction Guidelines in Florida for Docks or Other Minor Structures Constructed in or over Submerged Aquatic Vegetation, Marsh or Mangrove Habitat – U.S. Army Corps of Engineers/National Marine Fisheries Service – November 2017 (Attachment C).

6. Assurance of Navigation and Maintenance: The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

7. Commencement Notification: Within 10 days from the date of initiating the work authorized by this permit the Permittee shall submit a completed “Commencement Notification” Form (Attachment D).

7. Manatee Conditions: The Permittee shall comply with the enclosed (Attachment E) “Standard Manatee Conditions for In-Water Work – 2011.”

8. Turbidity Barriers: Prior to the initiation of any of the work authorized by this permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend to within one foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained until the authorized work has been completed and all erodible materials have been stabilized. Turbidity barriers shall be removed upon stabilization of the work area.

9. Project Design Criteria (PDCs) for In-Water Activities: The Permittee shall comply with National Marine Fisheries Service's "PDCs for In-Water Activities" dated November 20, 2017 (Attachment F).

10. Daylight Hours: All activities must be completed during daylight hours.

11. North Atlantic Right Whale: (Attachment G) describes the presence of North Atlantic right whales in the area and the Federal regulations governing the approach to North Atlantic right whales.

12. Cultural Resources/Historic Properties:

a. No structure or work shall adversely affect impact or disturb properties listed in the National Register of Historic Places (NRHP) or those eligible for inclusion in the NRHP.

b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition ; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33

CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist and from the Corps.

13. Notice of Permit: The Permittee shall complete and record the “Notice of Department of the Army Permit” form (Attachment H) with the Clerk of the Circuit Court, Registrar of Deeds or other appropriate official charged with the responsibility of maintaining records of title to or interest in real property within the county of the authorized activity. Within 90 days from the effective date of this permit, the Permittee shall provide a copy of the recorded Notice of Permit to the Corps clearly showing a stamp from the appropriate official indicating the book and page at which the Notice of Permit is recorded and the date of recording.

This authorization does not obviate the necessity to obtain any other Federal, State, or local permits, which may be required. Prior to the initiation of any construction, projects qualifying for this RGP permit must qualify for an exemption under section 403.813(1), F.S. or 373.406, F.S., or otherwise be authorized by the applicable permit required under Part IV of Chapter 373, F.S., by the Department of Environmental Protection, a water management district under section 373.069, F.S., or a local government with delegated authority under section 373.441, F.S., and receive Water Quality Certification (WQC) and applicable Coastal Zone Consistency Concurrence (CZCC) or waiver thereto, as well as any authorizations required for the use of state-owned submerged lands under Chapter 253, F.S., and, as applicable, Chapter 258, F.S. You should check State-permitting requirements with the Florida Department of Environmental Protection or the appropriate water management district.

This authorization does not include conditions that would prevent the ‘take’ of a state-listed fish or wildlife species. These species are protected under sec. 379.411, Florida Statutes, and listed under Rule 68A-27, Florida Administrative Code. With regard to fish and wildlife species designated as species of special concern or threatened by the State

of Florida, you are responsible for coordinating directly with the Florida Fish and Wildlife Conservation Commission (FWC). You can visit the FWC license and permitting webpage (<http://www.myfwc.com/license/wildlife/>) for more information, including a list of those fish and wildlife species designated as species of special concern or threatened. The Florida Natural Areas Inventory (<http://www.fnai.org/>) also maintains updated lists, by county, of documented occurrences of those species.

This authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

If you are unable to access the internet or require a hardcopy of any of the conditions, limitations, or expiration date for the above referenced RGP, please contact Paula Bratschi by telephone at 561-472-3532.

Thank you for your cooperation with our permit program. The Corps' Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our automated Customer Service Survey at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey. Please be aware this Internet address is case sensitive; and, you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

Sincerely,



Paula Bratschi
Project Manager

Enclosures:

- Attachment A: Drawings
- Attachment B: As-Built with X-Y Coordinates
- Attachment C: Dock Construction Guidelines
- Attachment D: Commencement Notification
- Attachment E: "Standard Manatee Conditions for In-Water work – 2011"
- Attachment F: Project Design Criteria (PDCs) for In-Water Activities
- Attachment G: North Atlantic Right Whale Sheet
- Attachment H: Notice of Permit

Copies Furnished:

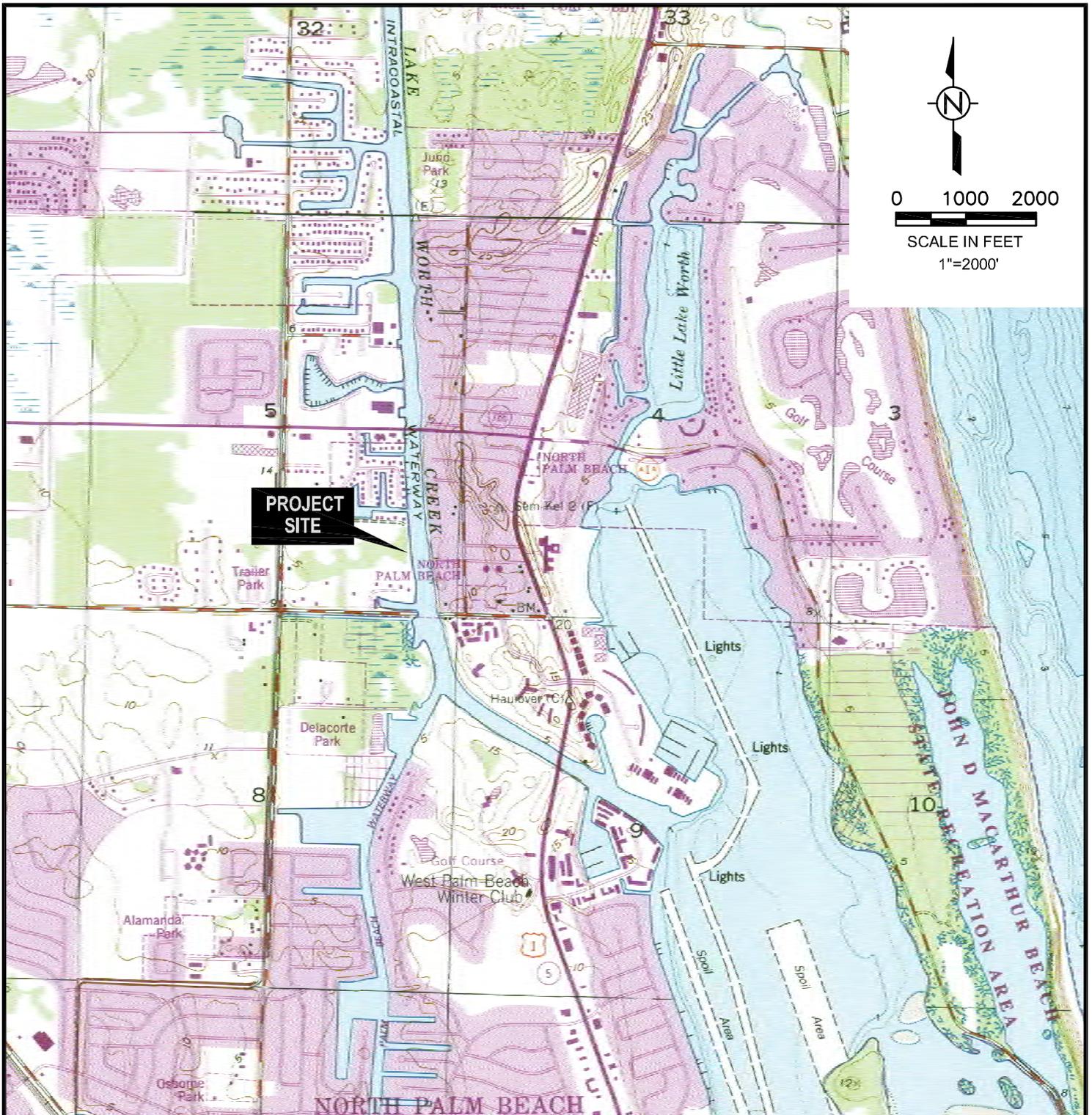
Matthew D. Butler mbutler@coastal-engineers.com
CESAJ-RD-PE
CESAJ-RE

GENERAL CONDITIONS

33 CFR PART 320-330

PUBLISHED FEDERAL REGISTER DATED 13 NOVEMBER 1986

1. The time limit for completing the work authorized ends on the **dates identified in the letter**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.



TAKEN FROM U.S.G.S. RIVIERA BEACH, FLORIDA QUADRANGLE

SEC: 05 TWP: 42S RGE: 43E

LAT: 26° 50' 23" N

LONG: 080° 04' 01" W

This item has been digitally signed and sealed by Matthew D. Butler, P.E. on 11/1/2019 using a Digital Signature. Printed copies of this document are not considered signed and sealed, and the signature must be verified on any electronic copies.



VICINITY MAP

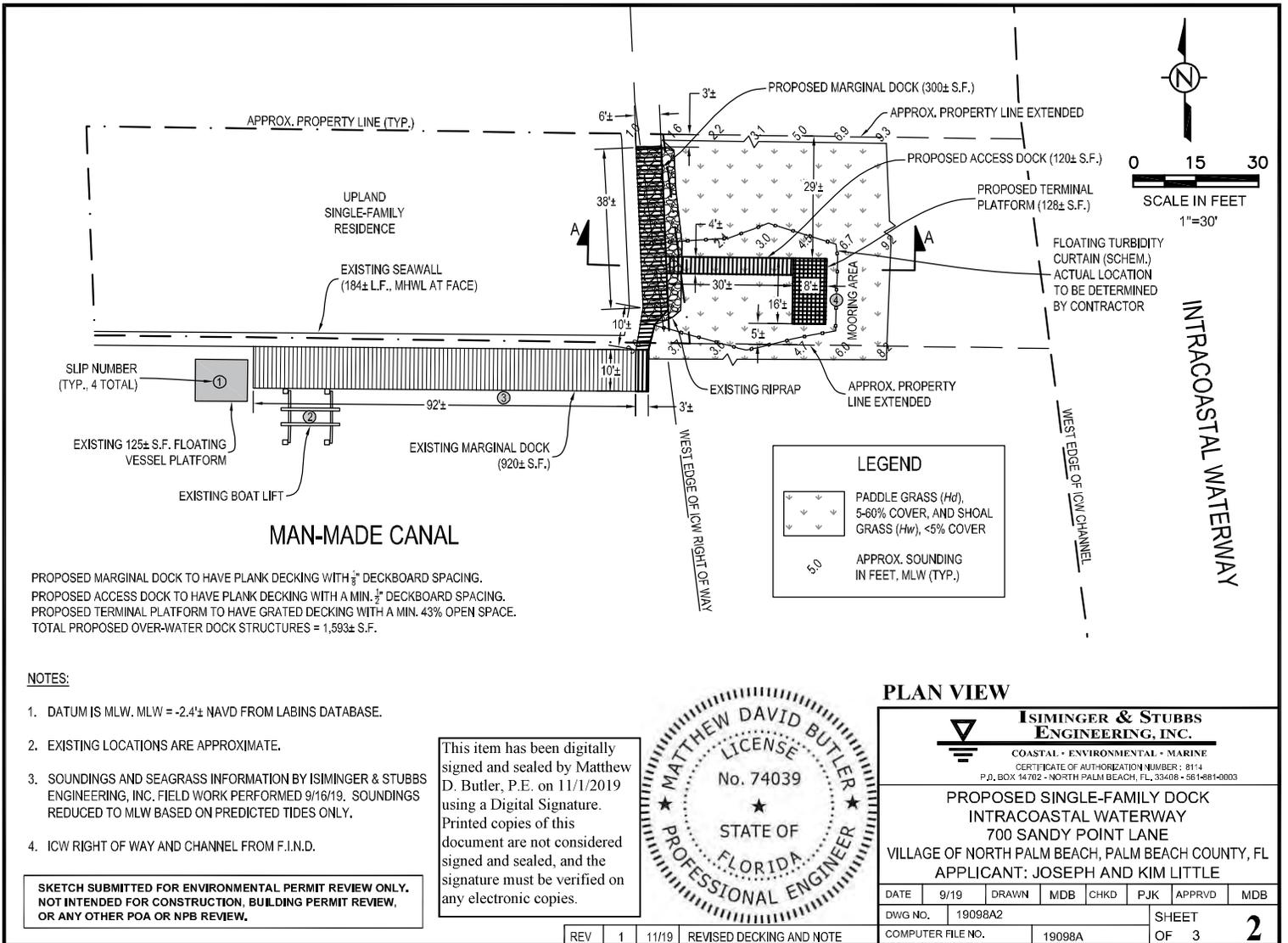


**ISIMINGER & STUBBS
ENGINEERING, INC.**

COASTAL • ENVIRONMENTAL • MARINE
 CERTIFICATE OF AUTHORIZATION NUMBER : 8114
 P.O. BOX 14702 - NORTH PALM BEACH, FL, 33408 - 561-981-0003

**PROPOSED SINGLE-FAMILY DOCK
 INTRACOASTAL WATERWAY
 700 SANDY POINT LANE
 VILLAGE OF NORTH PALM BEACH, PALM BEACH COUNTY, FL
 APPLICANT: JOSEPH AND KIM LITTLE**

DATE	10/19	DRAWN	MDB	CHKD	PJK	APPRVD	MDB
DWG NO.	19098A1					SHEET	1
COMPUTER FILE NO.	19098A					OF	



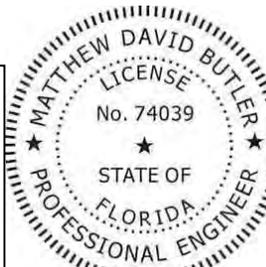
PROPOSED MARGINAL DOCK TO HAVE PLANK DECKING WITH $\frac{3}{8}$ " DECKBOARD SPACING.
 PROPOSED ACCESS DOCK TO HAVE PLANK DECKING WITH A MIN. $\frac{1}{2}$ " DECKBOARD SPACING.
 PROPOSED TERMINAL PLATFORM TO HAVE GRATED DECKING WITH A MIN. 43% OPEN SPACE.
 TOTAL PROPOSED OVER-WATER DOCK STRUCTURES = 1,593± S.F.

NOTES:

- DATUM IS MLW. MLW = -2.4± NAVD FROM LABINS DATABASE.
- EXISTING LOCATIONS ARE APPROXIMATE.
- SOUNDINGS AND SEAGRASS INFORMATION BY ISIMINGER & STUBBS ENGINEERING, INC. FIELD WORK PERFORMED 9/16/19. SOUNDINGS REDUCED TO MLW BASED ON PREDICTED TIDES ONLY.
- ICW RIGHT OF WAY AND CHANNEL FROM F.I.N.D.

SKETCH SUBMITTED FOR ENVIRONMENTAL PERMIT REVIEW ONLY.
 NOT INTENDED FOR CONSTRUCTION, BUILDING PERMIT REVIEW,
 OR ANY OTHER POA OR NPB REVIEW.

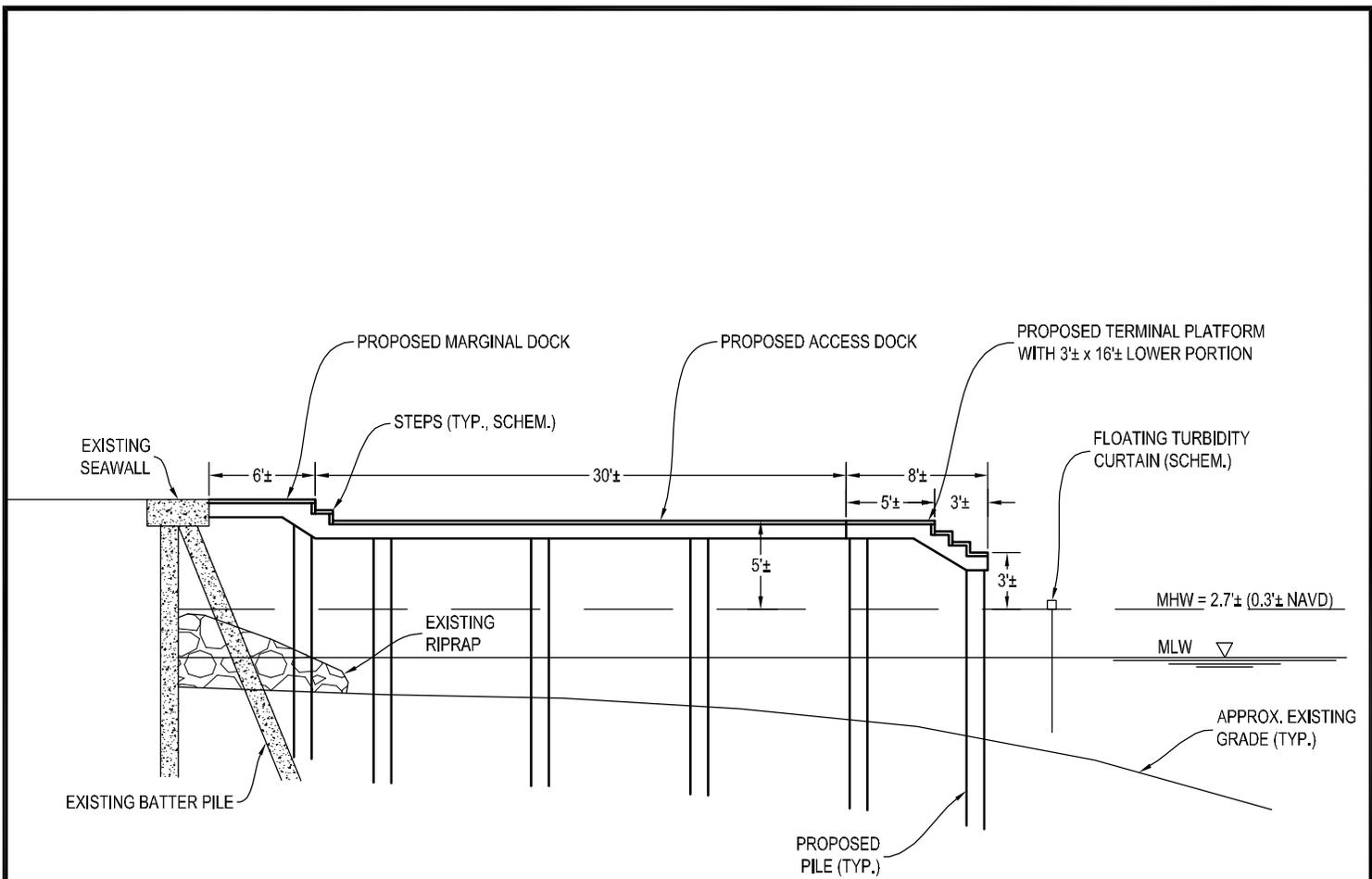
This item has been digitally signed and sealed by Matthew D. Butler, P.E. on 11/1/2019 using a Digital Signature. Printed copies of this document are not considered signed and sealed, and the signature must be verified on any electronic copies.



PLAN VIEW

 COASTAL • ENVIRONMENTAL • MARINE CERTIFICATE OF AUTHORIZATION NUMBER: 8114 P.O. BOX 14702 - NORTH PALM BEACH, FL, 33408 • 561-681-0003							
PROPOSED SINGLE-FAMILY DOCK INTRACOASTAL WATERWAY 700 SANDY POINT LANE VILLAGE OF NORTH PALM BEACH, PALM BEACH COUNTY, FL APPLICANT: JOSEPH AND KIM LITTLE							
DATE	9/19	DRAWN	MDB	CHKD	PJK	APPRVD	MDB
DWG NO.	19098A2					SHEET	
COMPUTER FILE NO.	19098A					OF 3	
						2	

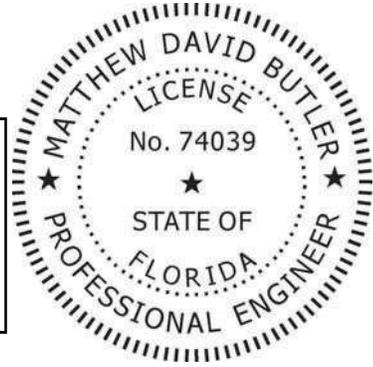
REV	1	11/19	REVISED DECKING AND NOTE
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SECTION A-A
 0 5 10
 SCALE IN FEET
 1"=10'

PROPOSED MARGINAL DOCK TO HAVE PLANK DECKING WITH $\frac{1}{8}$ " DECKBOARD SPACING.
 PROPOSED ACCESS DOCK TO HAVE PLANK DECKING WITH A MIN. $\frac{1}{2}$ " DECKBOARD SPACING.
 PROPOSED TERMINAL PLATFORM TO HAVE GRATED DECKING WITH A MIN. 43% OPEN SPACE.
 TOTAL PROPOSED OVER-WATER DOCK STRUCTURES = 1,593± S.F.

This item has been digitally signed and sealed by Matthew D. Butler, P.E. on 11/1/2019 using a Digital Signature. Printed copies of this document are not considered signed and sealed, and the signature must be verified on any electronic copies.



NOTES:

- DATUM IS MLW. MLW = -2.4'± NAVD FROM LABINS DATABASE.
- EXISTING LOCATIONS ARE APPROXIMATE.
- SOUNDINGS BY ISIMINGER & STUBBS ENGINEERING, INC. FIELD WORK PERFORMED 9/16/19. SOUNDINGS REDUCED TO MLW BASED ON PREDICTED TIDES ONLY.

SKETCH SUBMITTED FOR ENVIRONMENTAL PERMIT REVIEW ONLY. NOT INTENDED FOR CONSTRUCTION, BUILDING PERMIT REVIEW, OR ANY OTHER POA OR NPB REVIEW.

SECTION VIEW

 ISIMINGER & STUBBS ENGINEERING, INC. COASTAL • ENVIRONMENTAL • MARINE CERTIFICATE OF AUTHORIZATION NUMBER : 8114 P.O. BOX 14702 - NORTH PALM BEACH, FL, 33408 - 561-981-0003							
PROPOSED SINGLE-FAMILY DOCK INTRACOASTAL WATERWAY 700 SANDY POINT LANE VILLAGE OF NORTH PALM BEACH, PALM BEACH COUNTY, FL APPLICANT: JOSEPH AND KIM LITTLE							
DATE	10/19	DRAWN	MDB	CHKD	PJK	APPRVD	MDB
DWG NO.	19098A3					SHEET	
COMPUTER FILE NO.	19098Ar1					OF 3	

REV	1	11/19	REVISED DOCK HEIGHT
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FLORIDA DEPARTMENT OF Environmental Protection

Southeast District Office
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406
561-681-6600

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

Project Name: Sandy Point Lane

Permittee/Authorized Entity:

Joseph Little
700 Sandy Point Lane
North Palm Beach, FL. 33410
Email: jlittle@laketec.com

Authorized Agent:

Isiminger & Stubbs Engineering, Inc.
c/o Mathew Butler, P.E.
Email: mbutler@coastal-engineers.com

Environmental Resource Permit - Granted

State-owned Submerged Lands Authorization – Not Required

**U.S. Army Corps of Engineers Authorization – Separate Corps Authorization
Required**

Permit No.: 50-346845-004-EI

Permit Issuance Date: December 9, 2019

Permit Construction Phase Expiration Date: December 9, 2024

Environmental Resource Permit

Permit No.: 50-346845-004-EI

PROJECT LOCATION

The activities authorized by this Permit are located within the Intracoastal Waterway, Class III Waters, adjacent to a single-family home at 700 Sandy Point Lane, North Palm Beach, (Section 5, Township 42 South, Range 43 East), in Palm Beach County (Latitude N 26° 50' 22.62", Longitude W -80° 04' 00.20").

PROJECT DESCRIPTION

This permit authorizes the addition of an approximately 300 square foot marginal dock, a 120 square foot access walkway dock, a 128 square foot terminal platform and a new slip serving a single-family residence. The site currently contains an existing 920 square foot marginal dock which includes three slips and a floating vessel platform, which will remain.

This permit authorizes 548 square feet of work in and over surface waters. Submerged resources are located within the project footprint; however, the applicant has implemented design modifications to eliminate direct impacts to these resources. Therefore, mitigation is not required.

The attached standard manatee conditions (version 2011) shall be adhered to during all in-water work.

Prior to construction commencement, weighted floating turbidity curtains, extending to within one-foot from the submerged bottom shall be utilized around the project area to ensure that any turbidity resulting from construction activities will be contained within the project boundaries. All water bodies, including any adjacent submerged aquatic vegetation outside the specific limits of construction authorized by this permit shall be protected from erosion, siltation, sedimentation, and/or scouring.

AUTHORIZATIONS

Environmental Resource Permit

The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-330, Florida Administrative Code (F.A.C.).

Sovereignty Submerged Lands Authorization

As staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), the Department has determined the activity is not on submerged lands owned by the State of Florida. Therefore, your project is not subject to the requirements of Chapter 253, F.S., or Rule 18-21, F.S.

Federal Authorization

Your proposed activity as outlined on your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **shall be required** from the Corps. You must apply separately to the Corps using their APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT, ENG FORM 4345, or alternative as allowed by their regulations. More information on Corps permitting may be found online in the Jacksonville District Regulatory Division Source Book at:

<https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book>.

Authority for review - an agreement with the USACOE entitled “Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection (or Duly Authorized Designee), State Programmatic General Permit”, Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Coastal Zone Management

Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

Water Quality Certification

This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341.

Other Authorizations

You are advised that authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

PERMIT

The activities described must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the Department to revoke the permit and authorization and to take appropriate enforcement action.

Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit, as described.

SPECIFIC CONDITIONS- PROJECT FORMS & ATTACHMENTS

1. The attached project drawings (sheets 1 through 3); the Standard Manatee Conditions for In-Water Work, 2011, which can be downloaded at http://myfwc.com/media/415448/Manatee_StdCondIn_waterWork.pdf; and DEP forms 62-330.310(3), 62-330.310(1); 62-330.310(2); 62-330.340(1); and 62-330.350(1), which

may be downloaded at <http://www.dep.state.fl.us/water/wetlands/erp/forms.htm> become part of this permit. If the permittee does not have access to the Internet, please contact the Department at (561) 681-6600 to request the aforementioned forms and/or document(s).

SPECIFIC CONDITIONS - PRIOR TO CONSTRUCTION

2. Floating turbidity curtains with weighted skirts that extend to within 1 ft. of the bottom shall be placed **per sheet 3 of the attached plans** prior to the initiation of work authorized by this permit. The screens shall be maintained and remain in place for the duration of the construction to ensure turbidity levels outside the construction area do not **exceed 29 NTU's above background levels**. The permittee shall be responsible for inspecting and maintaining turbidity control devices so **no violations of state water quality standards** outside of the turbidity screens occurs. The permittee shall immediately cease work contributing to the water quality violation. Turbidity shall be monitored as described in the monitoring portion of this permit.

SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES

3. Unauthorized impacts to wetlands or the littoral zone as a result of the pier or dock construction activities shall be reported immediately to the Department.
4. A floating turbidity apron/curtain shall be installed around the construction area and will remain in place until pilings have been installed and turbidity levels within the work area have returned to background levels prior to construction of the dock and pier.
5. Watercraft associated with the construction of the permitted structure shall operate within waters of sufficient depth to preclude bottom scouring, prop dredging or damage to submerged bottom or submerged resources. During all construction activities, there shall be a minimum of 1-foot clearance between the draft of the construction vessel/barge and the top of any submerged resources or submerged bottom.
6. No dredging or filling of submerged grassbeds or live bottom communities is authorized by this permit.
7. Storage or stockpiling of tools and materials (i.e., lumber, pilings, debris,) within wetlands, along the shoreline, within the littoral zone, or elsewhere within wetlands or other surface waters is prohibited. This includes floating of pilings in surface waters. All vegetative material and debris shall be removed to a self-contained upland disposal area with no stockpiling of debris within wetland areas.
8. To protect benthic and wetland resources when present, the elevation of the decking shall be a minimum of **3** feet above mean high water. Grated decking with 43% light transmission will be used over all Submerged Aquatic Vegetation as shown on sheets 2 and 3 of the attached plans.
9. This permit does not authorize the construction of additional structures not illustrated on the permit drawings. Examples of additional structures, which are not authorized by this permit include but are not limited to: walkways, doors, awnings, and decking around or under the bottom of the pile-supported structures. Storage of equipment, pesticides,

herbicides, construction material, trash receptacles, or part of a septic tank system beneath the pile-supported structure is prohibited.

SPECIFIC CONDITIONS – MONITORING/REPORTING REQUIREMENTS

10. Turbidity levels outside the construction area shall not exceed 29 NTU's above background levels. The following measures shall be taken immediately by the permittee whenever turbidity levels within waters of the State surrounding the project site exceed 29 NTUs above background:

- a. Notify the Department at (561) 681-6600 at the time the violation is first detected.
- b. Immediately cease all work contributing to the water quality violation.
- c. Stabilize all exposed soils contributing to the violation. Modify the work procedures that were responsible for the violation, install more turbidity containment devices, and repair any non-functional turbidity containment devices.
- d. As required, perform turbidity monitoring per Specific Conditions.
- e. Resume construction activities once turbidity levels outside turbidity curtains fall below 29 NTUs.

11. Water turbidity levels shall be monitored if a turbidity plume is observed outside the limits of the required turbidity control devices. Samples shall be taken every four hours until turbidity subsides at one foot above the bottom, mid-depth, and one-foot below the surface at monitoring stations located as follows:

- a. Approximately 100 feet up-current of the work sites and clearly outside the influence of construction activities. (This shall serve as the natural background sample against which other turbidity readings shall be compared.)
- b. Directly outside the turbidity curtains surrounding the work sites and within the densest portion of any visible turbidity plume. (This sample shall serve as the compliance sample.)

12. During dock construction activities, the permittee or permittee's contractor shall collect the following turbidity monitoring data at the frequency and water depths directed by the Specific Condition above:

- a. Date and time of sampling event
- b. Turbidity sampling results (background NTUs, compliance NTUs, and the difference between them)
- c. Description of data collection methods
- d. An aerial map indicating the sampling locations
- e. Depth of sample(s)
- f. Weather conditions at times of sampling
- g. Tidal stage and direction of flow

Data shall be collected in a turbidity log and shall include a statement by the individual responsible for implementation of the sampling program attesting to the authenticity, precision, limits of detection, and accuracy of the data. The turbidity log shall be scanned and sent on a weekly basis to the Department's Compliance Assistance Program by email at

SED_Compliance@floridadep.gov. The subject line of the email shall include the project name, permit number, and the title “Turbidity Monitoring Reports.”

SPECIFIC CONDITIONS – LISTED SPECIES

13. The permittee shall comply with the attached standard manatee protection construction conditions listed in the “Standard Manatee Conditions for In-Water Work, 2011”.

14. This permit does not authorize the permittee to cause any adverse impact to or “take” of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of “take” and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a “take” permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

GENERAL CONDITIONS FOR INDIVIDUAL PERMITS

The following general conditions are binding on all individual permits issued under chapter 62-330, F.A.C., except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

(1) All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

(2) A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

(3) Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector’s Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

(4) At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), “Construction Commencement Notice,” [October 1, 2013], which is incorporated by reference in paragraph 62-330.350(1)(d), F.A.C., indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.

(5) Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

(6) Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

- a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex – “Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit” [Form 62-330.310(3)]; or
- b. For all other activities – “As-Built Certification and Request for Conversion to Operational Phase” [Form 62-330.310(1)].
- c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

(7) If the final operation and maintenance entity is a third party:

- a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
- b. Within 30 days of submittal of the as- built certification, the permittee shall submit “Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity” [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

(8) The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

(9) This permit does not:

- a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
- b. Convey to the permittee or create in the permittee any interest in real property;
- c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
- d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

(10) Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

(11) The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

(12) The permittee shall notify the Agency in writing:

- a. Immediately if any previously submitted information is discovered to be inaccurate; and
- b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

(13) Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

(14) If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

(15) Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

(16) The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

(17) This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain

any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

(18) A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until a subsequent order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and

other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a). The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver may not apply to persons who have not received a clear point of entry.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Executed in West Palm Beach, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



John Kent Edwards
Program Administrator – Permitting and Waste Cleanup
Southeast District

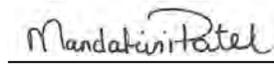
CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this permit and all copies were sent on the filing date below to the following listed persons:

FDEP – Kent Edwards, Jeffrey Meyer David White, Robert Mullins,
Matt Mitchell, Palm Beach County, Environmental Resources, mmitchell@pbcgov.org

FILING AND ACKNOWLEDGMENT

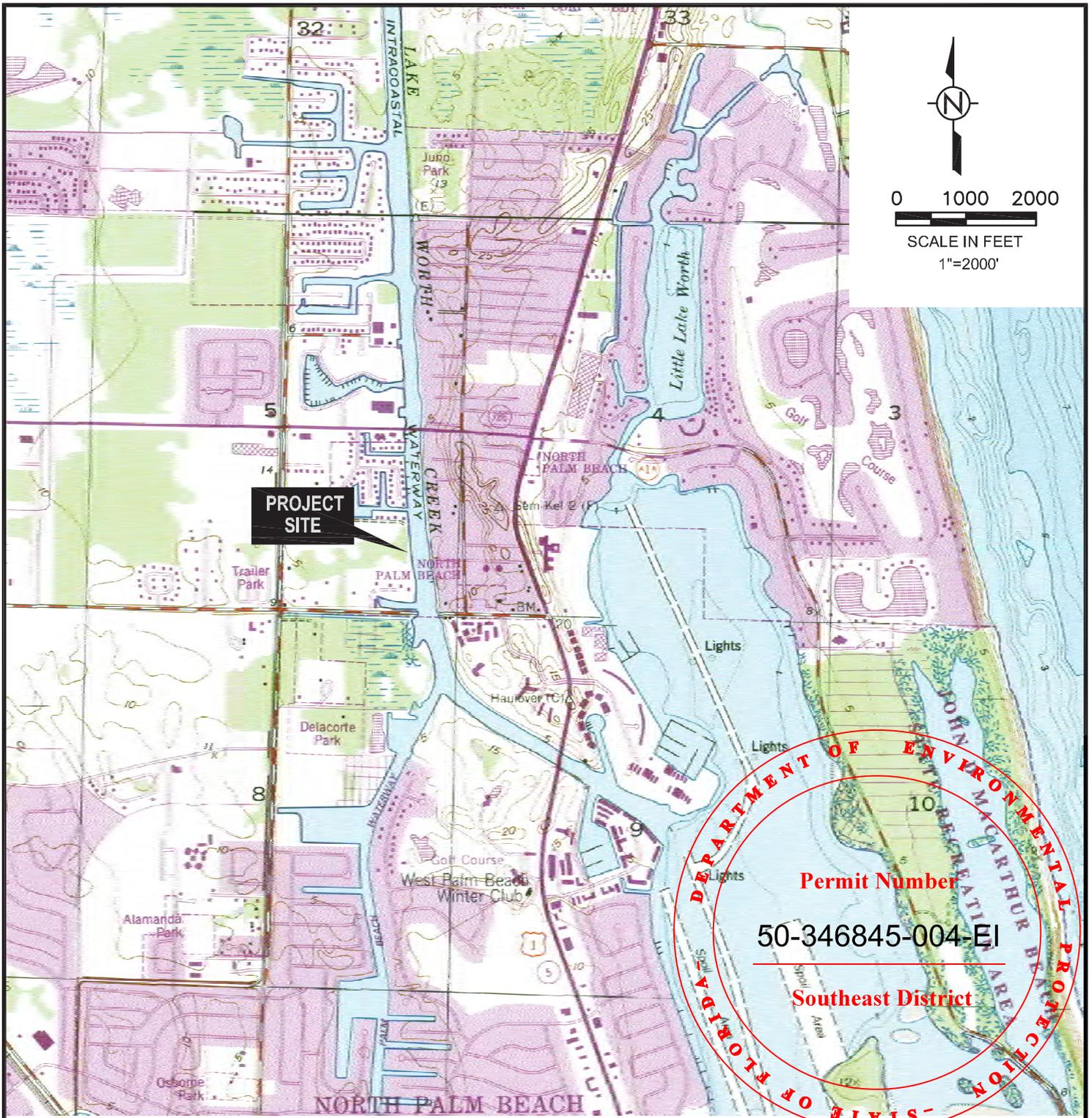
FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.

 December 9, 2019
Clerk Date

Attachments:

- Project Drawings and Design Specs., 3 pages
- Standard Manatee Conditions for In-Water Work, 2011
- As-built Certification and Request for Conversion to Operational Phase Form 62-330.310(1)*
- Request to Transfer Permit Form 62-330.340(1)*
- Commencement Notice Form 62-330.350(1)*

*Can be downloaded at: <https://floridadep.gov/water/submerged-lands-environmental-resources-coordination/content/forms-environmental-resource>



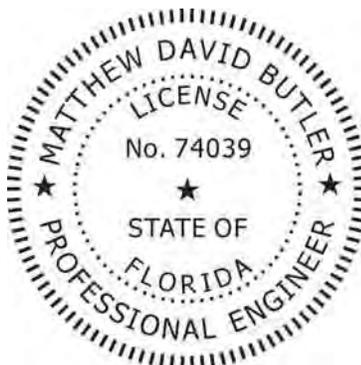
TAKEN FROM U.S.G.S. RIVIERA BEACH, FLORIDA QUADRANGLE

SEC: 05 TWP: 42S RGE: 43E

LAT: 26° 50' 23" N

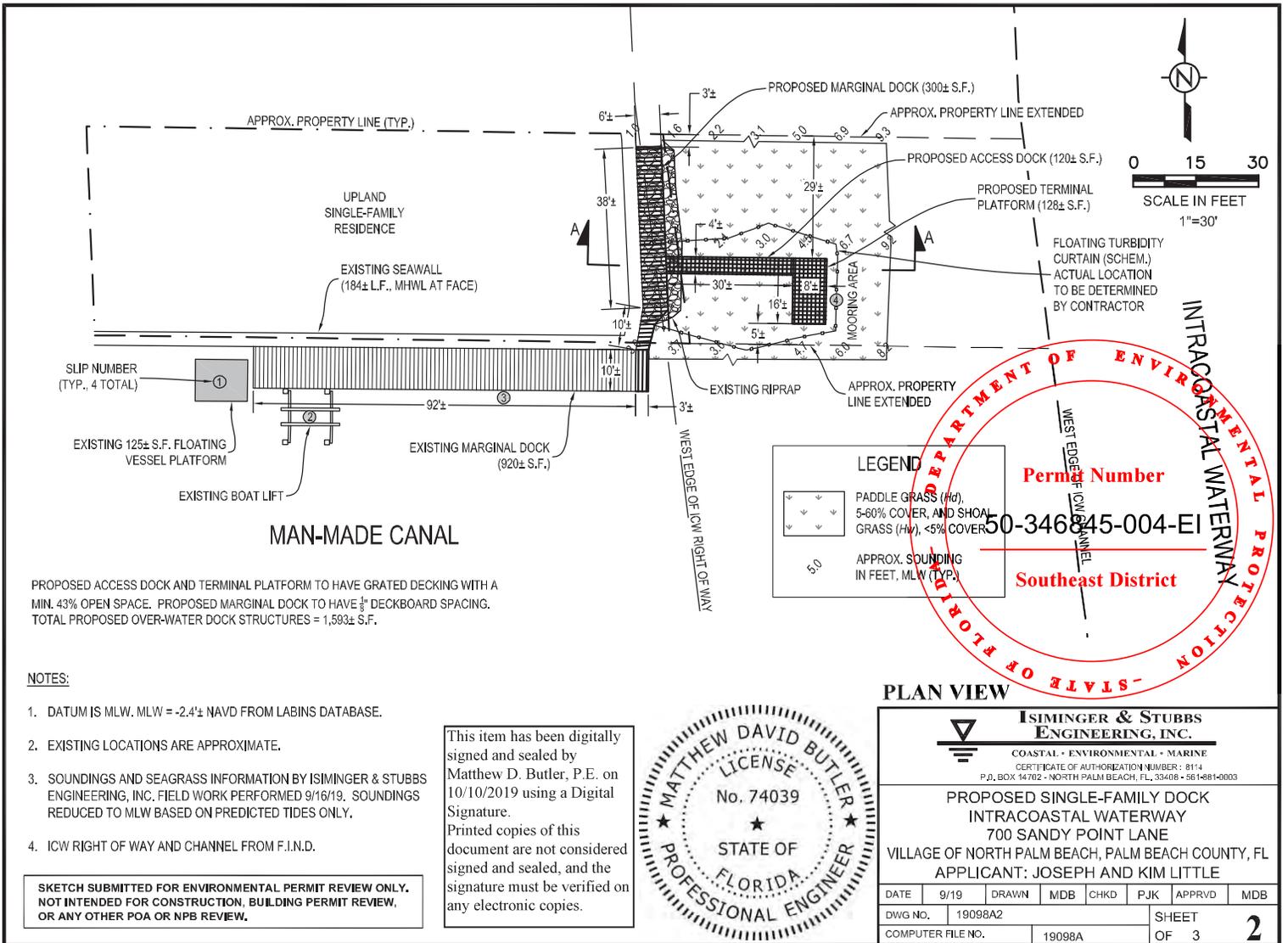
LONG: 080° 04' 01" W

This item has been digitally signed and sealed by Matthew D. Butler, P.E. on 10/10/2019 using a Digital Signature. Printed copies of this document are not considered signed and sealed, and the signature must be verified on any electronic copies.



VICINITY MAP

<p>ISIMINGER & STUBBS ENGINEERING, INC. COASTAL • ENVIRONMENTAL • MARINE CERTIFICATE OF AUTHORIZATION NUMBER : 8114 P.O. BOX 14702 - NORTH PALM BEACH, FL, 33408 - 561-981-0003</p>							
<p>PROPOSED SINGLE-FAMILY DOCK INTRACOASTAL WATERWAY 700 SANDY POINT LANE VILLAGE OF NORTH PALM BEACH, PALM BEACH COUNTY, FL APPLICANT: JOSEPH AND KIM LITTLE</p>							
DATE	10/19	DRAWN	MDB	CHKD	PJK	APPRVD	MDB
DWG NO.	19098A1					SHEET	
COMPUTER FILE NO.	19098A					OF 3	
							1



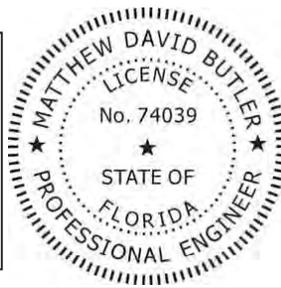
PROPOSED ACCESS DOCK AND TERMINAL PLATFORM TO HAVE GRATED DECKING WITH A MIN. 43% OPEN SPACE. PROPOSED MARGINAL DOCK TO HAVE 1/8" DECKBOARD SPACING. TOTAL PROPOSED OVER-WATER DOCK STRUCTURES = 1,593± S.F.

NOTES:

1. DATUM IS MLW. MLW = -2.4± NAVD FROM LABINS DATABASE.
2. EXISTING LOCATIONS ARE APPROXIMATE.
3. SOUNDINGS AND SEAGRASS INFORMATION BY ISIMINGER & STUBBS ENGINEERING, INC. FIELD WORK PERFORMED 9/16/19. SOUNDINGS REDUCED TO MLW BASED ON PREDICTED TIDES ONLY.
4. ICW RIGHT OF WAY AND CHANNEL FROM F.I.N.D.

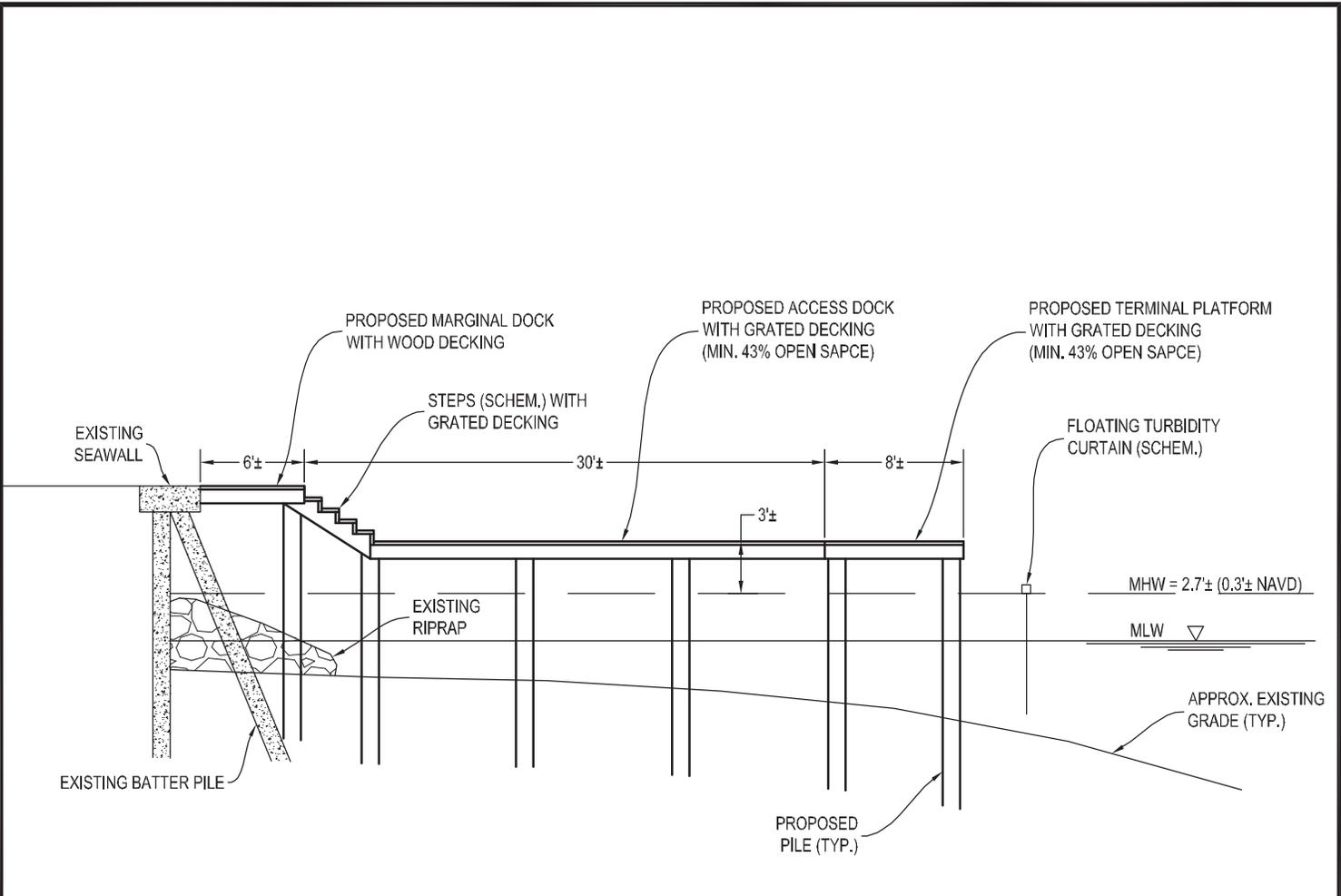
SKETCH SUBMITTED FOR ENVIRONMENTAL PERMIT REVIEW ONLY. NOT INTENDED FOR CONSTRUCTION, BUILDING PERMIT REVIEW, OR ANY OTHER POA OR NPB REVIEW.

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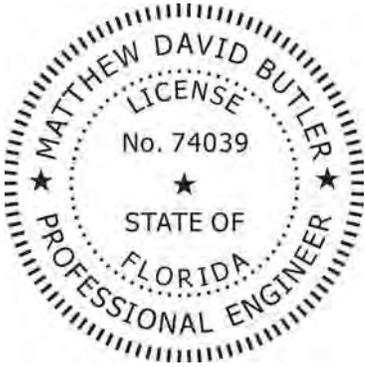


PLAN VIEW

<p>ISIMINGER & STUBBS ENGINEERING, INC. COASTAL • ENVIRONMENTAL • MARINE CERTIFICATE OF AUTHORIZATION NUMBER: 8114 P.O. BOX 14702 • NORTH PALM BEACH, FL, 33408 • 561-681-0003</p>							
<p>PROPOSED SINGLE-FAMILY DOCK INTRACOASTAL WATERWAY 700 SANDY POINT LANE VILLAGE OF NORTH PALM BEACH, PALM BEACH COUNTY, FL APPLICANT: JOSEPH AND KIM LITTLE</p>							
DATE	9/19	DRAWN	MDB	CHKD	PJK	APPRVD	MDB
DWG NO.	19098A2					SHEET	
COMPUTER FILE NO.	19098A					OF 3	
							2



SECTION A-A
 0 5 10
 SCALE IN FEET
 1"=10'



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3. SOUNDINGS BY ISIMINGER & STUBBS ENGINEERING, INC. FIELD WORK PERFORMED 9/16/19. SOUNDINGS REDUCED TO MLW BASED ON PREDICTED TIDES ONLY.

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SECTION VIEW

 ISIMINGER & STUBBS ENGINEERING, INC. <small>COASTAL • ENVIRONMENTAL • MARINE CERTIFICATE OF AUTHORIZATION NUMBER : 8114 P.O. BOX 14702 - NORTH PALM BEACH, FL, 33408 • 561-881-0003</small>							
PROPOSED SINGLE-FAMILY DOCK INTRACOASTAL WATERWAY 700 SANDY POINT LANE VILLAGE OF NORTH PALM BEACH, PALM BEACH COUNTY, FL APPLICANT: JOSEPH AND KIM LITTLE							
DATE	10/19	DRAWN	MDB	CHKD	PJK	APPRVD	MDB
DWG NO.	19098A3					SHEET	3
COMPUTER FILE NO.	19098A					OF 3	



PLAN VIEW

NOTES:

1. EXISTING LOCATIONS ARE APPROXIMATE.
2. ICW RIGHT OF WAY AND CHANNEL FROM F.I.N.D.

PRELIMINARY

SKETCH SUBMITTED FOR ENVIRONMENTAL PERMIT REVIEW.
NOT INTENDED FOR CONSTRUCTION OR BUILDING PERMIT REVIEW.

 ISMINGER & STUBBS ENGINEERING, INC. <small>COASTAL • ENVIRONMENTAL • MARINE CERTIFICATE OF AUTHORIZATION NUMBER: 8114 P.O. BOX 14702 • NORTH PALM BEACH, FL 33406-26148-0008</small>					
PROPOSED SINGLE-FAMILY DOCK INTRACOASTAL WATERWAY 700 SANDY POINT LANE VILLAGE OF NORTH PALM BEACH, PALM BEACH COUNTY, FL FOR: JOSEPH AND KIM LITTLE					
DATE	5/17	DRAWN	MDB	CHKD	APPRVD
DWG NO.	16127E1				SHEET
COMPUTER FILE NO.	16127E				OF 1

Attachment 8

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I am reaching out to you today for your support on a project I am working on for the twelve intracoastal homes. Currently the North Palm Beach PUD does not allow the intracoastal homes to have a six-foot dock that would run parallel with their property line in the rear. All the homes in the Harbor have docks that run parallel to their property in the rear and have a pier extending from that.

To date I have the support of the Prosperity Harbor Master Board. I have met with David Norris President Pro Tem of NPB and have his support. More importantly I applied for a permit with the DEP (Department of Environmental Protection) and The Army Corps of Engineering. They have both issued permits that would allow me to install a dock that runs parallel to the rear of property line and a pier with an eight-foot L head.

With that said the only obstacle is getting the North Palm Beach building department to revise the PUD for this area of the intracoastal. I am confident with your support and all the above-mentioned things that have been done, I can put together a package for the North Palm Beach building department to accomplish this revision.

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Joe Little
700 Sandy Point Lane
440-759-4300

I am in support of revising the NPB PUD to allow a six-foot dock to run parallel to the intracoastal, for the homes in Prosperity Harbor and eight-foot L head.

Name: *JOSEPH LITTLE*

Address: *700 SANDY POINT LANE*

Signature: *Joseph Little*

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440-759-4300

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Name: Julie FENIX

Address: 714 SANDY POINT LANE

Signature: Julie FENIX

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440-759-4300

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Name:

JACKIE. STECKLER

Address:

712. SANDY POINT LANE

Signature:

Jackie Steckler

December 10, 2019

Dear Neighbor,

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Name: *Milow Boyanich*
Address: *710 Sandy Point Ln
North Palm Beach FL 33410*



December 10, 2019

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440-759-4300

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Name: *Pat & Tracey Creech*
Address: *708 Sandy Point Lane*
PBG, FL 33410

December 10, 2019

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700 Sandy Point Lane
440-759-4300

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Name: STEPHEN ZEISLOFT

Address: 706 SANDY PT. LN. N. PALM BCH.

Signature: 

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700 Sandy Point Lane
440-759-4300

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Name: Douglas Churchill

Address: 704 Sandy Pt. Ln., PBG, FL 33410

Signature: Douglas S. Churchill

Joe Little
700 Sandy Point
440-759-4300

I am in support of revising the
NPB PUD to allow a six foot dock to run parralell to property and
eight foot L head

Name: Jan Goetz

Address 702 Sandy Point Lane
North Palm Beach, Florida
33410

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Name: *Jefferson Norman Powell, Jr. / JOHN E. POWELL*
Address: *706 MARITIME WAY / PROSPERITY HARBOR NORTH*
NORTH PALM BEACH, FL 33410 / LT 57 BLOCK 8
Signature: *Jefferson Norman Powell, Jr. / John E Powell*

December 10, 2019

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700 Sandy Point Lane
440-759-4300

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Name: FRED GRAUL

Address: 704 MARITIME WAY

Signature: 

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Name: GEORGE K. REGAN, JR.

Address: 702 Maritime Way

Signature:

A handwritten signature in black ink, appearing to read "George K. Regan, Jr.", written over a horizontal line.

January 20, 2020

Steve,

I am reaching out to you today for your support on a project I am working on for the twelve intracoastal homes. Currently the North Palm Beach PUD does not allow the intracoastal homes to have a six-foot dock that would run parallel with their property line in the rear. All the homes in the Harbor have docks that run parallel to their property in the rear and have a pier extending from that.

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440-759-4300

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Name:

Steve Berry

Address:

700 Maritime Way, N-Palm Beach, FL 33410

Signature:



Attachment 9

RE: PUD Change: Prosperity Harbor Community

I am writing about my concern on dock extension into the Intracoastal.

I have lived in this community for 20 years. During this time I have seen much increased boat traffic, both large and small.

I feel this section of the Intercoastal is too narrow to allow further intrusion into high boat traffic area. Especially during the "season", there are many more larger boats waiting for the PGA bridge to open (which is just north of Prosperity Harbor).

In addition, HMY Yacht Sales is just south of the Community. There can be high traffic here as well.

With allowing the dock extensions, this increases larger boats adding to the traffic.

Currently the docks are at a reasonable length to allow for good size boats.

The PUD has been changed to allow boats in Harbor to remain in the water. When people bought into the development, all boats had to be on lifts. This only changed recently.

Now it appears further reduction in PUD requirements are being requested. This does not benefit the community as a whole, 125 homes/townhomes whereas intercoastal homes Number 12 homes.

I believe further analysis needs to be done before granting approval. How deep is the channel to allow large boats passing, as well as increasing numbers, what is the effect on manatees?

On a wider part of the intracoastal this would not be a factor.

Also, hurricane damage to boats being lifted out of the water onto properties. This happens depending on the strength of the storm.

As a native Floridian, I have enjoyed boating for most of my life. I can appreciate wanting to have a larger boat in the water.

Again, my concern is environmental as well as large boat traffic.

Thank you for your consideration.

Donnette Largay
701 Cable Beach Lane
N Palm Beach, FL 3410

**VILLAGE OF NORTH PALM BEACH
VILLAGE ATTORNEY'S OFFICE**

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: July 23, 2020

SUBJECT: **ORDINANCE 1st Reading – Amending Chapter 1 of the Village Code of Ordinances to adopt the North Palm Beach Civil Rights Ordinance.**

The Village received a memorandum from the Palm Beach Human Rights Council requesting that the Village adopt a comprehensive Civil Rights Ordinance, including a statement of non-discrimination against LGBTQ people. At the request of Councilmember Aubrey, the Village Council, at its July 9, 2020 meeting, agreed to bring the Ordinance before the Council for consideration of adoption on first reading.

The attached Ordinance amends Chapter 1 of the Village Code of Ordinances by adopting a new Section 1-11 entitled "Civil Rights." The Ordinance provides, as a matter of policy, that the Village opposes discrimination based on race, color, national origin, ancestry, religion, gender, gender identity or expression, marital status, veteran's status, age, national origin, disability, pregnancy, familial status, sexual orientation and genetic information. While establishing a policy of non-discrimination, the Ordinance does not require the Village to take any legal responsibility. Enforcement of claims of discrimination would be handled in accordance with the specific laws listed in subsection (b). Consequently, charges of discrimination by Village residents would be filed with the Equal Employment Opportunity Commission, the Florida Commission on Human Relations and the Palm Beach County Office of Equal Opportunity.

The attached Ordinance has been prepared and reviewed for legal sufficiency by this office.

There is no fiscal impact.

Recommendation:

Village Staff requests Council consideration on first reading of the attached Ordinance amending Chapter 1 of the Village Code of Ordinances to adopt the Village of North Palm Beach Civil Rights Act in accordance with Village policies and procedures.

1 (b) Adoption of the Village of North Palm Beach Civil Rights Act. The
2 Florida Civil Rights Act of 1992, Chapter 760, Section 760.01 through 760.11 and
3 Section 509.092; Florida's Fair Housing Act, Chapter 760, Section 760.20 through
4 760.37; the Palm Beach County Equal Employment Ordinance, Chapter 2, Article
5 VI, Division 1, Sections 2-251 through 2-313; and the Palm Beach County
6 Ordinance for Equal Opportunity to Housing and Places of Public Accommodation,
7 Chapter 15, Article III, Sections 15-36 through 15-67 are collectively adopted by
8 reference as the Village of North Palm Beach Civil Rights Act, subject to and
9 including by reference such amendments, corrections and additions as shall occur
10 therein or as may appear in this chapter.

11
12 Section 3. The provisions of this Ordinance shall become and be made a part of the Code of
13 the Village of North Palm Beach, Florida.

14
15 Section 4. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for
16 any reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void,
17 such holding shall not affect the remainder of this Ordinance.

18
19 Section 5. All ordinances or parts of ordinances and resolutions or parts of resolutions in
20 conflict herewith are hereby repealed to the extent of such conflict.

21
22 Section 6. This Ordinance shall take effect immediately upon adoption.

23
24 PLACED ON FIRST READING THIS ____ DAY OF _____, 2020.

25
26 PLACED ON SECOND, FINAL READING AND PASSED THIS ____ DAY OF _____,
27 2020

28 .
29
30
31 (Village Seal)

MAYOR

32
33
34 ATTEST:

35
36 _____
37 VILLAGE CLERK

38
39 APPROVED AS TO FORM AND
40 LEGAL SUFFICIENCY:

41
42 _____
43 VILLAGE ATTORNEY
44

**VILLAGE OF NORTH PALM BEACH
PUBLIC WORKS DEPARTMENT**

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Steven J. Hallock, Director of Public Works

DATE: July 23, 2020

SUBJECT: **RESOLUTION – Village Council approval of a Contract with In & Out All Access System, Inc. for gate replacement at the Public Safety Building at a cost not to exceed \$39,173.**

The two (2) outside gates at the Public Safety Building are in very poor condition and need to be replaced. As a result, \$50,000 was budgeted for the project this fiscal year, and Village Staff has obtained three (3) quotes as required by the Purchasing Policy:

- In & Out All Access Systems Inc. \$39,173.00
- Florida Door Control of Orlando, Inc. \$42,202.07
- Royce Integrated Solutions \$54,095.00

Per the Purchasing Policy: “All purchases in excess of \$25,000 and up to \$50,000 shall be brought to the Village Council on Consent Agenda for approval.”

The attached Resolution has been prepared/reviewed by your Village Attorney for legal sufficiency.

Account Information:

Fund	Department	Account	Description	Amount
General Fund	Public Works/Facilities	A5519-66490	Machinery & Equipment	\$39,173

Recommendation:

Village Administration requests Council consideration and approval of the attached Resolution approving a Contract with In & Out Access System, Inc. for gate replacement at the Public Safety Building at a cost not to exceed \$39,173, with funds expended from Account No. A5519-66490 (Public Works/Facilities – Machinery and Equipment) in accordance with Village policies and procedures.

RESOLUTION 2020-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A CONTRACT WITH IN & OUT ALL ACCESS SYSTEM, INC. FOR THE REPLACEMENT OF THE GATES AT THE PUBLIC SAFETY BUILDING AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village wishes to replace the gates at the Public Safety Building; and

WHEREAS, the Village solicited quotes for the project, and Village Staff recommended accepting the least expensive proposal submitted by In & Out All Access System, Inc.; and

WHEREAS, the Village Council determines that adoption of this Resolution is in the best interests of the residents and citizens of the Village of North Palm Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA, as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves a Contract with In & Out All Access System, Inc. for the replacement of the gates at the Public Safety Building at a total cost of \$39,173.00, with funds expended from Account No. A5519-66490 (Public Works/Facilities – Machinery and Equipment), and authorizes the Mayor and Village Clerk to execute the Contract, a copy of which is attached hereto and incorporated herein.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

This Contract is made as of this _____ day of _____, 2020, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408, a Florida municipal corporation (hereinafter "VILLAGE"), and IN & OUT ALL ACCESS SYSTEM, INC., 1200 North Federal Highway, Hollywood, Florida 33020, a Florida corporation (hereinafter "CONTRACTOR"), whose F.E.I. Number is 83-1412033.

RECITALS

WHEREAS, the VILLAGE solicited written quotes for the replacement of the gates at the VILLAGE's Public Works Building ("Work"); and

WHEREAS, the VILLAGE wishes to accept the quote submitted by CONTRACTOR, and CONTRACTOR has agreed to perform the Work in accordance with the terms and conditions of this Contract.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals.

The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. CONTRACTOR's Services and Time of Completion.

A. Contractor shall perform the Work in accordance with the terms of its Estimate dated April 19, 2020, a copy of which is attached hereto and incorporated herein by reference. This Contract shall remain in effect until such time as the Work is completed, inspected and accepted by the VILLAGE, provided, however, that any obligations of a continuing nature shall survive the expiration or termination of this Contract.

B. The total cost of the Work shall not exceed **\$39,173.00**.

C. The services to be provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract by the VILLAGE and upon written notice from the VILLAGE to CONTRACTOR to proceed.

3. Compensation to CONTRACTOR.

Payments by the VILLAGE to CONTRACTOR under this Contract shall not exceed the amount of compensation stated in Section 3(B) above without prior written consent of the VILLAGE. CONTRACTOR shall submit invoices to the VILLAGE for review and approval by the VILLAGE's representative, indicating that goods and services have been provided and rendered in conformity with this Contract, and they then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or

other matters in question arising out of or relating to this Contract. In order for both parties herein to close their books and records, CONTRACTOR will clearly state “final invoice” on CONTRACTOR’s final/last billing to the VILLAGE. This certifies that all goods and services have been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONTRACTOR. The VILLAGE will not be liable for any invoice from CONTRACTOR submitted thirty (30) days after the provision of all goods and services.

4. Insurance.

During the term of this Contract, CONTRACTOR shall maintain the following minimum insurance coverages and provide certificates evidencing such coverage to the Village (all insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida):

- A. CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence to protect CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract.
- B. CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles.
- C. CONTRACTOR shall carry Workers’ Compensation Insurance and Employer’s Liability Insurance for all employees as required by Florida Statutes.
- D. All insurance, other than Worker’s Compensation, Automobile and Professional Liability Insurance, to be maintained by CONTRACTOR shall specifically include the VILLAGE as an “Additional Insured”.

5. Indemnification.

- A. To the fullest extent permitted by applicable laws and regulations, CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of CONTRACTOR and/or its subcontractors, agents, servants or employees.
- B. CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or

omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Contract for any reason.

- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the limited waiver provided in § 768.28, Florida Statutes.

6. Compliance with all Laws, Regulations and Ordinances.

In performing the services contemplated by this Contract, CONTRACTOR shall obtain all required permits (if any) and comply with all applicable federal, state and local laws, regulations and ordinances, including, but by no means limited to, all requirements of the Village Code and the Florida Building Code.

7. Warranty/Guaranty.

CONTRACTOR warrants that all Work, including goods and services, provided under this Contract will be free of defects in material and workmanship for a period of one (1) year following completion of the Work and successful final inspection. Should any Work fail to comply with this warranty during the warranty period of one (1) year, upon written notification from the VILLAGE, CONTRACTOR shall immediately repair or replace said defective materials and/or workmanship at CONTRACTOR's sole expense. The CONTRACTOR shall provide the VILLAGE with copies of all manufacturer warranties and certify that the Work complies with the conditions set forth in such warranties, if any.

8. Access/Audits.

CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing services pursuant to this Contract for at least five (5) years after termination of this Contract. The VILLAGE shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at CONTRACTOR's place of business. Under no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

9. Protection of Work and Property.

A. CONTRACTOR shall continuously maintain adequate protection of all Work from damage, and shall protect the VILLAGE's property and adjacent private and public property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the VILLAGE or employees of the VILLAGE, CONTRACTOR shall provide any necessary materials to maintain such protection.

B. Until acceptance of the Work by the VILLAGE, the VILLAGE's property shall be under the charge and care of CONTRACTOR and CONTRACTOR shall take every necessary

precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and CONTRACTOR shall repair, restore and make good, without additional Work occasioned by any of the above causes before its completion and acceptance.

- C. CONTRACTOR will also take every necessary precaution to ensure the safety of the VILLAGE, public and other guests and invitees thereof at or near the areas where work is being accomplished during and throughout the completion of all work.

10. Miscellaneous Provisions.

- A. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.
- B. CONTRACTOR is, and shall be, in the performance of all Work under this Contract, an Independent Contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the Work performed pursuant to this Contract shall at all times, and in all places, be subject to CONTRACTOR's sole direction, supervision, and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Work.
- C. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. **The parties knowingly, voluntarily and intentionally waiver any right they may have to trial by jury** with respect to any litigation arising out of this Contract.
- D. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
- E. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

- F. All notices required in this Contract shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Contract.
- G. The VILLAGE and CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination. In the event of an express conflict between this Contract and CONTRACTOR's Estimate, the terms of this Contract shall control.
- H. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

- (1) Keep and maintain public records required by the VILLAGE to perform the service.
- (2) Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
- (4) Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

I. CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract justifying termination.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

IN & OUT ALL ACCESS SYSTEM, INC.

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

By: _____

SUSAN BICKEL
MAYOR

ATTEST:

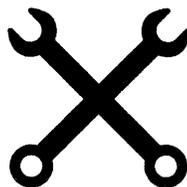
BY: _____

JESSICA GREEN
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____

VILLAGE ATTORNEY



1200 N Federal Hwy
 Hollywood, FL, 33020
 inoutaccesssystems@gmail.com
<https://inoutallaccesssystems.com/>
 (786)789-0770

IN & OUT ALL ACCESS SYSTEM INC

Estimate

For: The village of north palm beach: Dennis (561)644-5311
 dmentwick@village-npb.org
 560 U.S. 1, North Palm Beach, FL, 33408

Estimate No: 1085
Date: 04/19/2020

Ship To: 560 U.S. 1, North Palm Beach, FL, 33408

Tracking No:
Ship Via:
Free Shipping

Code	Description	Quantity	Rate	Amount
	Gate Side Operator SPECIFICATIONS Operator Speed Up to 2.2 ft. per second / 26" per second Power 115 VAC , Single Phase - 60HZ Accessory Power 24 VAC Operator Weight 270 lbs. Dimensions 991 (41.0 em 61 em (34 3 om 072 cmo For DE Duuodo 3"asem) Die Pipe popna N Construction Gear Reduction: 20:1 Wormgear Reducer Motor: 1 HP Continuous-Duty DC Metal Frame: 7-Gauge Pre-Galvanized Steel Enclosure: NEMA 3R Weatherproof, Lockable, Pre-Galvanized 16-Gauge Steel Chain: # 50 Nickel-Plated (25 ft. supplied)	2	\$8,350.00	\$16,700.00*
	Labor for new openers installation Programming Wifi connection	2	\$679.00	\$1,358.00*
	Commercial safety sensor (2 per each operator- required for VSL595 by safety standards)	4	\$479.00	\$1,916.00*
	Extra Heavy Duty Commercial Chain	2	\$452.00	\$904.00*
	Rewiring existing keypad system Calibration WITH NEW GATE OPERATORS	1	\$479.00	\$479.00*

Code	Description	Quantity	Rate	Amount
	New aluminum sliding gate Dimensions: 30ft X 4ft	2	\$3,729.00	\$7,458.00*
	Powder coating:White	2	\$429.00	\$858.00*
	Heavy duty track installation 60ft	2	\$1,279.00	\$2,558.00*
	Existing gate removal and disposal	2	\$179.00	\$358.00*
	Pedestal for intercom	2	\$169.00	\$338.00*
	Keypad outdoors	2	\$239.00	\$478.00*
	Indoor keypad	2	\$89.00	\$178.00*
	Safety loop detector 1-per gate Exit loop detector 1-per gate	4	\$879.00	\$3,516.00*
	Labor for concrete cutting Installation of detectors Wiring	2	\$479.00	\$958.00*
	EMX Board Control for Connection Loop Detector to Opener	4	\$279.00	\$1,116.00*
	All rollers have sealed bearings	1	\$0.00	\$0.00
	*2 Pedestals will be raised up to 4ft-5ft hight			
	*"Electrical hook up"= we will run NEW wires to pedestal			

Code	Description	Quantity	Rate	Amount
WORK CONTRACT:	<p>WORK CONTRACT: INSTALLATION: All installation costs have been calculated and included in the final price. Installation is for contracted work only. Under no circumstances will IN&OUT ALL ACCESS SYSTEMS be responsible for any work or materials not explicitly specified in this contract. All conduit, trenching, backfilling, asphalt patching, 110 V.A.C, internal house wiring, raceways and/or penetrations not included.</p> <p>WARRANTY: IN&OUT ALL ACCESS SYSTEMS, guarantees that the installation of all materials and devices included in this contract are free from defects for a period of one year unless specified otherwise. IN&OUT ALL ACCESS SYSTEMS offers a one year warranty on parts and six months warranty on labor. Software installations and services are guaranteed for a period of four months from the date of installation, which includes any on-site retraining. This warranty becomes void upon the accidental or intentional misuse of any components associated with the installation or attempted repair by an unauthorized person. Damages due to electrical surges and lighting are not covered under the terms of this warranty and are the responsibility of the end-user.</p> <p>This warranty is null & void if products are subjected to "Acts of God" IE. Hurricanes, flooding, earthquakes, tornadoes, landslides, avalanches and environments created by Mother Nature."</p> <p>TERMS: All work as per job description is to be done in a professional manner according to standard practices, and to be completed in a timely manner. A deposit of 50% of total contract is required upon signing of this contract; IN&OUT ALL ACCESS SYSTEMS retains title and ownership to all equipment and materials until this proposal becomes paid in full and may, at its discretion, remove and reposes any unpaid equipment and materials. Should it become necessary to reclaim the items listed herein, a \$50.00 late payment fee and 24% monthly interest charge for each 30 day period or portion thereof. reasonable attorney's fees and collection charges will be applied from the date of invoice to reclamation.</p> <p>CANCELLATIONS: Cancellations after an order is placed will be charged 50% of the invoice.</p> <p>NOTE: This proposal does NOT include any permits or drawings. Where permitting and drawings are required; permits will be billed accordingly. Sealed Facility or Site Plan Survey drawings are to be provided by the customer to IN&OUT ALL ACCESS SYSTEMS. PE sealed drawings of proposed system are billed accordingly. Wind load calculations if required will be billed accordingly.</p>	1	\$0.00	\$0.00*

Code	Description	Quantity	Rate	Amount
	ACCEPTANCE: IN&OUT ALL ACCESS SYSTEMS is authorized to provide the materials and labor as described in the attached job description for which I/we agree to pay the amount above in accordance with the above terms.			
	*** All Credit Card Transaction are subject to a 3.5% transaction fee.			
			Parts Subtotal	\$39,173.00

*Indicates non-taxable item

Payment Details

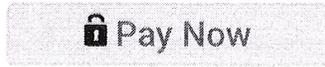
A 50% deposit of \$19,586.50 is required by 01/28/2020.

Please make payment to:

Bank Account Number: 40630100525350310
 Routing Number: 121000248

Subtotal	\$39,173.00
Shipping	\$0.00
Total	\$39,173.00

Total \$39,173.00



Deposit due 01/28/2020 \$19,586.50

IN & OUT ALL ACCESS SYSTEM INC

Client's signature



**VILLAGE OF NORTH PALM BEACH
VILLAGE ATTORNEY'S OFFICE**

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: July 23, 2020

SUBJECT: **RESOLUTION – Approval of Federally-Funded Subaward and Grant Agreement with the Florida Division of Emergency Management for receipt of FEMA Grant Funds for costs and damages incurred as a result of the COVID-19 pandemic.**

In order to receive federal disaster grant funds from the Federal Emergency Management Agency (“FEMA”) for costs and damages incurred by the Village as a result of the COVID-19 pandemic, the Village is required to execute a Federally-Funded Subaward and Grant Agreement (“Agreement”) with the Florida Division of Emergency Management (“FDEM”). FDEM acts as a pass-through entity for the Village’s receipt of such funds.

The attached Agreement is required for the Village to receive FEMA reimbursement for emergency protective measures, such as emergency operation center costs, training, and disinfection of public facilities. Section 25 of the Agreement requires the Village to certify that it has the legal authority to receive the funds and that the Village’s governing body has authorized the execution and acceptance of the Agreement. It further requires the Village to certify that the person executing the Agreement has the authority to legally execute and bind the Village to the terms of the Agreement.

The attached Resolution accepts the terms of the Agreement. Furthermore, in the interest of expediency, the Resolution also delegates to the Village Manager the authority to execute this Agreement and all future amendments to this Agreement. All future reimbursements for receipt of disaster grant funds related to COVID-19 will be reflected in amendments to this Agreement.

This office has prepared the attached Resolution and reviewed it for legal sufficiency.

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving a Federally-Funded Subaward and Grant Agreement with the Florida Division of Emergency Management for receipt of FEMA grant funds relating to the COVID-19 pandemic and delegating authority to the Village Manager to execute this Agreement as well as any future amendments to this Agreement in accordance with Village policies and procedures.

RESOLUTION 2020-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT WITH THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR THE RECEIPT OF FEMA GRANT FUNDS AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village has applied for Federal Emergency Management Agency (FEMA) grant funds for costs incurred in response to the COVID-19 pandemic; and

WHEREAS, in order to receive such funds, the Village is required to execute a Federally-Funded Subaward and Grant Agreement (“Agreement”) with the State of Florida Division of Emergency Management, as the pass-through entity for the receipt of grant funds; and

WHEREAS, any award of grant funds associated with COVID-19 will be processed through an amendment to the Agreement; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are hereby ratified as true and incorporated herein.

Section 2. The Village Council hereby approves a Federally-Funded Subaward and Grant Agreement with the State of Florida Division of Emergency Management, a copy of which is attached hereto and incorporated herein, and delegates to the Village Manager the authority to execute the Agreement on behalf of the Village, as well as any future amendments to the Agreement relating to reimbursements for costs incurred as a result of the COVID-19 pandemic.

Section 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

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

North Palm Beach, Village of (hereinafter referred to as the "Sub-Recipient").

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

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

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

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

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

(2) LAWS, RULES, REGULATIONS AND POLICIES

Performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." For this event, FEMA recognizes that noncompetitive procurements may be necessary to save lives, to protect property and public health, and to ensure public safety, as well as to lessen or avert the threat of a catastrophe. The President's unprecedented Nationwide Emergency Declaration and the Secretary of Health and Human Services' (HHS) declaration of a Public Health Emergency for COVID-19 establish that exigent and emergency circumstances currently exist.

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

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

- i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.
- ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
- iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.
- iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
- v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.
- vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

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

(3) CONTACT

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

- i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

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

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

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

Telephone: _____
Email: _____

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

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

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

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with Attachment A to this Agreement (“Budget and Scope of Work”).

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

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

The Period of Performance is the timeframe during which the Sub-Recipient may incur new obligations to carry out the work authorized under this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for allowable costs incurred during the period of performance. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the specified agreement period. The C.F.R. requirement is more restrictive and will take precedence over the State requirement. The period of performance for this agreement begins with the first day of the Incident Period for the disaster applicable to the agreement and **ends six (6) months from the date of declaration for Emergency Work (Categories A & B) or eighteen (18) months from the date of declaration for Permanent Work (Categories C-G)**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement or extended in accordance with Attachment G Paragraph 5. If any extension request is denied by the Recipient, or is not sought by the Sub-Recipient, reimbursement is only available for eligible project costs incurred up to the latest approved extension. Failure to complete a project is adequate cause for the termination of funding for that project and requires reimbursement to the Recipient of any and all project costs.

(9) FUNDING

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

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

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

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

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

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

f. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).” The Sub-Recipient must complete Attachment “D” by designating at least three agents to execute any Requests for Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient. Attachment D must be completed electronically and submitted via email to rpa.help@em.myflorida.com. After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

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

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

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

i. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a “performance goal”, which is defined in 2 C.F.R. §200.76 as,

“a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared.” It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient “relate financial data to performance accomplishments of the Federal award.”

j. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 (“Compensation—personal services”) and 2 C.F.R. §200.431 (“Compensation—fringe benefits”). If authorized by the Federal Awarding Agency, and if the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as “allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages.” Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-Employee agreement, or an established policy of the Sub-Recipient in affect at the time of the disaster event. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

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

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

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

l. The Division’s Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period

and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

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

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient’s personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

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

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

- i. If any litigation, claim, or audit is started before the expiration of the five (5)-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- ii. When the Division or the Sub-Recipient is notified in writing by the Federal Awarding Agency, cognizant agency for audit, oversight agency for audit,

cognizant agency for indirect costs, or pass-through entity to extend the retention period.

- iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.
- iv. When records are transferred to or maintained by the Federal Awarding Agency or pass-through entity, the (five) 5-year retention requirement is not applicable to the Sub-Recipient.
- v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

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

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

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personal identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, State, Local, and Tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the

Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

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

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

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

(11) AUDITS

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

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

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

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

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient’s fiscal year.

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

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

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

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

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

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

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

	Reporting Time Period	Subgrantee Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

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

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

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

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

f. The Sub-Recipient shall provide additional reports and information as required by the Federal Awarding Agency or the Division.

(13) MONITORING

a. The Division shall monitor the performance of the Sub-Recipient under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved.

A review shall be done for each function or activity in Attachment A to this Agreement ("Budget and Scope of Work") and reported in the quarterly report.

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

(14) LIABILITY

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

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

(15) DEFAULT

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

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any

previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

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

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein.

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement.

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

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

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

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

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

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

(17) TERMINATION

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

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

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

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

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). For this event, FEMA recognizes that noncompetitive procurements may be necessary to save lives, to protect property and public health and to ensure public safety, as well as to lessen or avert the threat of a catastrophe." The President's unprecedented Nationwide Emergency Declaration and the Secretary of Health and Human Services' (HHS) declaration of a Public Health Emergency for COVID-19 establish that exigent and emergency circumstances currently exist. For the duration of the Public Health Emergency, which began January 27, 2020 as determined by HHS, local governments, tribal governments, nonprofits, and other non-state entities may proceed with new and existing noncompetitively procured contracts in order to protect property and public health and safety, or to lessen or avert the threats created by emergency situations for 1) Emergency protective measures under FEMA's Public Assistance Program and 2) Use of FEMA non-disaster grant funds by non-state recipients and sub-recipients to respond to or address COVID-19.

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

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

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

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

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

(19) PAYMENTS

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

b. Any advance payment made under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account unless otherwise governed by a program specific waiver. If an advance payment is requested, the budget data upon which the request is based, and a justification statement shall be submitted along with this agreement at the time of execution by completing Attachment H of this Agreement (“Justification of Advance Payment”). The request will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier within thirty (30) days, along with any interest earned on the advance. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

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

(20) EXPEDITED PROJECTS

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

a. PROGRAM REQUIREMENTS

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

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

b. FUNDING

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

c. PARTICIPATION NOTIFICATION

The Sub-Recipient is responsible for notifying the State Public Assistance Officer (SPA0) of its intent to participate in the program. The Sub-Recipient notifies the SPA0 by submitting the notification of their intention to participate via email to ExpeditedProjects@em.myflorida.com and the SPA0 will then notify FEMA. Once that email correspondence is made, the project development will be tracked through Grants Portal and all payments will be made using the workflows in FDEM’s Grants Management System.

(21) REPAYMENTS

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

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

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

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

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

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

(22) MANDATED CONDITIONS

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

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

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

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

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

\$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which receives funds under this Agreement from the Federal government, certifies, to the best of its knowledge and belief, that it and its principals:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
- ii. Have not, within a five (5)-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,
- iv. Have not, within a five (5)-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default.

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

h. In addition, the Sub-Recipient shall send to the Division (by email to the assigned grant manager) the completed Attachment C of this Agreement (“Certification Regarding Debarment”) for the Sub-Recipient and a screenshot reflecting such self-check via the Federal System for Award Management (SAM) clearinghouse through the website www.sam.gov. Sub-Recipient shall also perform this check for any and all intended contractor or subcontractor which Sub-Recipient plans to fund under this Agreement. A screenshot of the clearinghouse results for each intended contractor or subcontractor should be maintained by the Sub-Recipient and provided to the Division upon request. The check must be completed before the Sub-Recipient enters into a contract covering the scope of work outlined in the PWs with any contractor or subcontractor.

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

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division’s obligation to pay the contract amount unless otherwise governed by program specific waiver.

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

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

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

(23) LOBBYING PROHIBITION

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

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

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

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

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

- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.
- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

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

property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

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

(25) LEGAL AUTHORIZATION

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

(26) NONDISCRIMINATION BY CONTRACTORS

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

(27) ASSURANCES

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

(28) DUPLICATION OF BENEFITS PROHIBITED

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

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

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

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

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

(29) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 – Funding Sources
 - ii. Attachment A – Budget and Project List
 - iii. Attachment B – Scope of Work, Deliverables, and Financial Consequences
 - iv. Attachment C – Certification Regarding Debarment
 - v. Attachment D – Designation of Authority
 - vi. Attachment E – Statement of Assurances
 - vii. Attachment F – Election to Participate in PA Alternative Procedures (PAAP)
 - viii. Attachment G – Public Assistance Program Guidance
 - ix. Attachment H – Federal Funding Accountability and Transparency Act (FFATA) Reporting
 - x. Attachment I – Mandatory Contract Provisions
 - xi. Attachment J – DHS OIG Audit Issues and Acknowledgement
 - xii. Attachment K – Justification for Advance Payment

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

SUB-RECIPIENT: _____ North Palm Beach, Village of _____

By: _____
Name: _____
Title: _____
Date: _____
FEID# _____ 59-6017984 _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____
Jared Moskowitz, Director

Date: _____

EXHIBIT – 1
FUNDING SOURCES

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

Federal Program

Federal agency: Federal Emergency Management Agency: Public Assistance Program

Catalog of Federal Domestic Assistance: 97.036

Amount of Federal Funding: \$ _____

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

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide, 2018 V3.1- effective for all emergencies and major disasters declared on or after August 23, 2017.
 - Link here: <https://www.fema.gov/media-library/assets/documents/111781>

Federal Program:

1. Sub-Recipient is to use funding to perform eligible activities in accordance with the Stafford Act, FEMA Public Assistance Program and Policy Guide, 2018 V3.1 and approved Project Worksheet(s) (PW). Eligible work is classified into the following categories:
 - Emergency Work**
 - Category A: Debris Removal
 - Category B: Emergency Protective Measures
 - Permanent Work**
 - Category C: Roads and Bridges
 - Category D: Water Control Facilities
 - Category E: Public Buildings and Contents
 - Category F: Public Utilities
 - Category G: Parks, Recreational, and other Facilities
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement or will be in violation of the terms of the Agreement.

Attachment A
Budget and Project List

Budget:

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

DR-4486		Sub-Recipient: North Palm Beach, Village of									
PW #	Cat	Project Title	Federal Share	Fed %	State Share	State %	Local Share	Local %	Total Eligible Amount	POP Start Date	POP End Date
		DR-4486 Total:	\$0.00		\$0.00		\$0.00		\$0.00		

Attachment B

SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

Scope of Work

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

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

Incident End Date

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

Deliverables

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

Large Project Deliverables

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

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

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

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

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

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

Small Projects Deliverables

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

Financial Consequences:

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

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

Work performed outside the Period of Performance –

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

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

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

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

being achieved. Paragraph (12) of the subgrant agreement requires the Sub-Recipient to submit a quarterly report that identifies the progress made on the project and will at a minimum include details regarding the status of all work in progress, work that has been completed, and work that has yet to begin. All work must be performed and completed in accordance with the Scope of Work. The report will also provide a detailed breakdown that supports the expenditure of funds under this Agreement, as well as any other information requested by the Division. These reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. In the event that a Sub-Recipient fails to timely submit this report, the Division will enforce the following:

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

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

Attachment C

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

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

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

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

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

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

<hr/>	
By: _____	_____
Signature	Sub-Recipient's Name
_____	_____
Name and Title	DEM Contract Number
_____	_____
Street Address	

City, State, Zip	

Date	

Attachment D

DESIGNATION OF AUTHORITY

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

Instructions for Completion

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

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

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

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

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

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

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

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

Sub-Grantee:

Box 1: Authorized Agent (Full Access)

Box 2: Primary Agent (Full Access)

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

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

Box 3: Alternate Agent (Full Access)

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

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

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

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

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

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

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

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

Sub-Grantee Authorized Agent Signature

Date

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

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

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

Attachment E

STATEMENT OF ASSURANCES

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

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

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

- l. Provide an Equal Employment Opportunity Program, if required to maintain one, where the application is for \$500,000⁰⁰ or more.
- m. Return overpaid funds within the forty-five (45) day requirement, and if unable to pay within the required time period, begin working with the Grantee/Recipient in good faith to agree upon a repayment date.
- n. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

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

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

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

- t. Provisions of all appropriate environmental laws, including but not limited to:
 - i. The Clean Air Act of 1955, as amended;
 - ii. The Clean Water Act of 1977, as amended;
 - iii. The Endangered Species Act of 1973;
 - iv. The Intergovernmental Personnel Act of 1970;
 - v. Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969;
 - vi. The Wild and Scenic Rivers Act of 1968, related to protecting components or potential components of the national wild and scenic rivers system;
 - vii. The Fish and Wildlife Coordination Act of 1958;
 - viii. Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, regarding the protection of underground water sources;
 - ix. The provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 which prohibits the expenditure of newest Federal funds within the units of the Coastal Barrier Resources System.
- u. The provisions of all Executive Orders including but not limited to:
 - i. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.
 - ii. EO 11514 (NEPA).
 - iii. EO 11738 (violating facilities).
 - iv. EO 11988 (Floodplain Management).
 - v. EO 11990 (Wetlands).
 - vi. EO 12898 (Environmental Justice).

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

FOR THE SUBGRANTEE/SUB-RECIPIENT:

Signature

Printed Name and Title Date

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

BACKGROUND

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

PURPOSE

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

PRINCIPLES

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

REQUIREMENTS

A. FIXED-COST OFFER ACCEPTANCE

Outcome: Enable Applicants to drive their own recovery.

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

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

² www.fema.gov/media-library/assets/documents/111781

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

B. DEADLINES

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

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

C. HAZARD MITIGATION

Outcome: Promote resiliency through inclusion of hazard mitigation.

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

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

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

D. USE OF FUNDS

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

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

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

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

E. SCOPE OF WORK CHANGES

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

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

F. ENVIRONMENTAL AND HISTORIC PRESERVATION

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

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

G. COST ESTIMATES

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

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

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

H. INSURANCE

Outcome: Ensure FEMA assistance does not duplicate insurance proceeds.

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

I. CLOSEOUT REQUIREMENTS

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

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

J. APPEALS

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

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

K. AUDITS

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

L. PILOT POLICY VERSUS STANDARD PA POLICY

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

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

 Keith Turi
 Assistant Administrator, Recovery Directorate

 August 29, 2019
 Date

ADDITIONAL INFORMATION

REVIEW CYCLE

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

AUTHORITIES

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

QUESTIONS

Direct questions to Tod Wells, Acting Director, Public Assistance Division, at Tod.Wells@fema.dhs.gov.

Attachment G

PUBLIC ASSISTANCE PROGRAM GUIDANCE

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

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

2. PROJECT DOCUMENTATION

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

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

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

Records for the disposition of non-expendable personal property valued at \$5,000⁰⁰ or more at the time it is acquired must be retained for five (5) years after final account closeout.

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

3. PROJECT AMENDMENTS

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

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

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

4. PROJECT RECONCILIATION AND CLOSEOUT

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

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

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

Large Projects

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

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

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

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

Small Projects

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

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

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

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

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

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

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

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

5. TIME EXTENSIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. INSURANCE

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

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

As a condition of funding under this Agreement, pursuant to 44 C.F.R. §§ 206.252-253, for damaged facilities, the Sub-Recipient understands it must, and it agrees to, maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is lesser. Except that the Recipient acknowledges FEMA does not require insurance to be obtained and maintained for projects where the total eligible damage is less than \$5,000⁰⁰.

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

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

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

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

7. COMPLIANCE WITH PLANNING/PERMITTING REGULATIONS AND LAWS

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

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

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

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

8. FUNDING FOR LARGE PROJECTS

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

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

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

9. ADVANCES

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

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

10. DESIGNATION OF AGENT

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

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

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

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

11. DUNS Q&A

What is a DUNS number?

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

Who needs a DUNS number?

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

How do I get a DUNS number?

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

1-866-705-5711

What do I need before I request a DUNS number?

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

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

How much does a DUNS number cost?

There is no charge to obtain a DUNS number.

Why does my institution need a DUNS number?

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

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

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

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

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

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

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

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

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

Are there any exceptions to the new DUNS number rules?

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

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

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

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

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

Who do we contact if we have questions?

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

12. Substitute Form W-9

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

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

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

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

13. Small, Women Owned and Minority Owned Businesses

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

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Attachment H

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) INSTRUCTIONS AND WORKSHEET

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

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

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

ORGANIZATION AND PROJECT INFORMATION

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

PROJECT #: _____

FUNDING AGENCY: Federal Emergency Management Agency _____

AWARD AMOUNT: \$ _____

OBLIGATION/ACTION DATE: _____

SUBAWARD DATE (if applicable): _____

DUNS#: 071305072 _____

DUNS# +4: _____

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

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

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

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

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

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

EXECUTIVE COMPENSATION INFORMATION:

1. 1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; AND, (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?
- Yes No

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

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
- Yes No

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

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

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

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

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

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

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

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____



CONTRACT PROVISIONS TEMPLATE

FEMA Office of Chief Counsel

Procurement Disaster Assistance Team

INTRODUCTION

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

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

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

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

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Required Contract Provisions: Quick Reference Guide

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

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

Recommended Contract Provisions: Quick Reference Guide

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

REQUIRED CONTRACT PROVISIONS

1. REMEDIES

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

2. TERMINATION FOR CAUSE AND CONVENIENCE

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

3. EQUAL EMPLOYMENT OPPORTUNITY

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

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

b. Key Definitions.

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

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

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

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

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

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for

employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures

authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. **Standard.** All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. **Applicability.** The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- c. **Requirements.** If applicable, the non-federal entity must do the following:
 - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

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

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).

- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. **It DOES NOT apply to the FEMA Public Assistance Program.**

- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland “Anti-Kickback” Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

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

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

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

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

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

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

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

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

- a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

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

amended, 42 U.S.C. § 7401 et seq.

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

Federal Water Pollution Control Act

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

9. DEBARMENT AND SUSPENSION

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

agreement programs.

c. Requirements.

- i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
- ii. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipients.
- iii. Specifically, a covered transaction includes the following contracts for goods or services:
 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 2. The contract requires the approval of FEMA, regardless of amount.
 3. The contract is for federally-required audit services.
 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

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

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

Suspension and Debarment

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

10. BYRD ANTI-LOBBYING AMENDMENT

- a. **Standard.** Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any

Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

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

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

11. PROCUREMENT OF RECOVERED MATERIALS

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

RECOMMENDED CONTRACT PROVISIONS

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

1. ACCESS TO RECORDS

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

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

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

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

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

2. CHANGES

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

3. DHS SEAL, LOGO, AND FLAGS

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

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

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

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

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

5. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

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

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

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

- c. Suggested Language.

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

Attachment J
DHS OIG AUDIT ISSUES and ACKNOWLEDGEMENT

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

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

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

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

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

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

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

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

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

Sub-Recipient Agency

Date

Signature

Printed Name & Title

Attachment K
JUSTIFICATION FOR ADVANCE PAYMENT

RECIPIENT:

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

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

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

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Agreement
<i>Example: PW#00001(0)</i>	<i>Contract Work \$1,500,000.00 (provide detailed justification).</i>
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 must be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).

Attachment A
Budget and Project List

Budget:

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

DR-4486		Sub-Recipient: North Palm Beach, Village of									
PW #	Cat	Project Title	Federal Share	Fed %	State Share	State %	Local Share	Local %	Total Eligible Amount	POP Start Date	POP End Date
		DR-4486 Total:	\$0.00		\$0.00		\$0.00		\$0.00		

Village of North Palm Beach

Recreation Advisory Board

Minutes from the May 12, 2020 Meeting

CALL TO ORDER:

Chairman Maria Cassidy called the meeting to order at 7:00 PM.

ROLL CALL:

Maria Cassidy, Chair

Bob Bell

Tim Hulihan

Don Grill

Chris Cantwell, Vice Chair

Mia St. John

Paul Beach

Village Council Representative – None

Stephen Poh, Acting Director of Parks and Recreation

APPROVAL OF MINUTES:

Don Grill made a motion to approve the minutes; seconded by Bob Bell. The motion passed 6-0.

PUBLIC COMMENT:

No Public Comment.

DIRECTOR'S REPORT:

Stephen updated the board on several park projects such as renovation of clay baseball field at Osborne Park, Dog Park sodding at Anchorage Park, Lakeside park trail improvements and Community Center field issues. Stephen also stated that July 4th event is still currently scheduled to happen but he will update everyone next meeting. Stephen mentioned that if CDC guidelines stay the same in August that the board will have to decide about any changes to the Fishing Tournament scheduled for Saturday, August 8th.

NEW BUSINESS:

- Stephen gave a COVID-19 update about the parks and what is currently open or closed.
- Village council has yet to determine Recreation board members for this year.

OLD BUSINESS:

- Stephen confirmed with the board that everyone received Russ Ruskey's email about Anchorage dry storage project. Russ will be going to council meeting to get approval for Village Engineer to render professional civil engineering.
- Don Grill sent an email prior to meeting with 4 pictures of items from the Community Center. There was a sidewalk area that needed to be grinded down. The back side of the trail had a wash out area that needed repair and the pavilion had rusted out brackets. Stephen will look into all items for repair.
- Stephen notified the board that Russ has called the remote control car track owner twice about removing his items from behind the Community Center. The next step is to speak to Village Attorney on legal options.

BOARD MEMBER COMMENTS:

- Maria Cassidy asked about the broken fencing at Lakeside Park. Stephen said the split rail fence along the pathway will be replaced. We are just waiting on quotes.
- Bob Bell mentioned that there are more weeds coming back in berm area. Bob also stated that he liked the fact the parking lot gate is closed and locked right now.

Council Member Comments

ADJOURNMENT:

Paul Beach made a motion to adjourn the meeting; seconded by Don Grill. Motion passed 6-0. Meeting adjourned at 7:30 PM.

Minutes respectively submitted by Stephen Poh, Acting Director of Parks and Recreation.

VILLAGE OF NORTH PALM BEACH
GOLF ADVISORY BOARD
MINUTES of May 18, 2020

I. CALL TO ORDER

- A. The meeting was called to order by Chairman Steve Mathison via Zoom at
6:00 p.m.

II. ROLL CALL

A. Present:

Absent:

Stephen Mathison – Chairman

Rich Pizzolato – Vice Chairman

Curtis Witters – Secretary

David Talley – Member

Jeff Irish – Member

Jeff Egizio – Member

Landon Wells - Member

B. Staff Members Present:

Allan Bowman, Director of Golf

C. Council Members Present:

None

D. Public Present:

None

III. APPROVAL OF MEETING MINUTES

Minutes of the March 18, 2020 were approved 7-0.

IV. ADMINISTRATIVE REPORTS

Golf Report. Allan Bowman, Director of Golf, delivered his report.

The Village Council approved the plan to rebuild the bunker and pond faces at a cost of \$300,000. Work is to begin in June.

During the time that the course was closed staff completed numerous projects including detailing of golf carts and adding water to batteries, picking up debris from the course, planting over 1000 cord grass plants, spreading concrete screenings, painting drain grates and sprinkler boxes, and adjustment of sprinklers, which will save 10,000 gallons of water per day. In addition, we had an arborist trim some of the oak trees on the course.

Membership. We have sold 36 of the 50 allotted summer resident memberships. The Board then discussed whether the remaining memberships should be offered to nonresidents. The consensus of the Board was that these memberships should be limited to residents of the Village.

A motion was made, seconded and passed 7-0 that the summer resident memberships will be limited to Village residents.

We currently have approximately 170 names on our waiting list and we are considering a cap of 175 for the list. All persons on the list have paid the required deposit of \$250.

Discussion was had on whether there should be a ratio of resident versus nonresidents on the waiting list. No consensus was reached.

Tournament Program for 2020-2021.

We have ordered a Championship Wall.

Tournaments to be recognized for the Wall include:

Club Championship for gross and net Men, Ladies, Senior (Men and Women), Super Seniors (Men and Women), Juniors; Husband and Wife (Nicklaus Cup); and Winter Club Championship (Men and Ladies Member/Member).

We are also considering a North Palm Beach Amateur Championship.

The timing of these events will be determined after December 1, 2020.

Rounds Report.

We had 500 rounds over our projection for February; and 500 rounds under our projection March, notwithstanding that we were closed for a week due to COVID.

April was 4200 under our projection due to closure.

For the year to date, we are down 2050 rounds but expect to make up the shortfall over the course of the year.

We started summer rates in May.

The driving range is now open with 15-17 slots.

The beverage cart is back in operation.

We are considering the following capital project as part of fiscal year 2021:

- Upgrade of the restrooms on the course;

- A booth for the starter;

- A clock on a pedestal in the staging area;

- New and improved driving range mats; and

- Additional concrete cart paths in select areas.

V. DISCUSSION TOPICS

VI. ADJOURNMENT

The meeting was adjourned at 7:00 p.m.

The next meeting will be July 20, 2020.

Minutes by Curtis L. Witters, Secretary.



**VILLAGE OF NORTH PALM BEACH
PLANNING COMMISSION
REGULAR MEETING MINUTES
TUESDAY, JUNE 2, 2020**

Present:

Cory Cross, Chairman
Thomas Hogarth, Member
Jake Furlott, Member
Jonathan Haigh, Member
Lori Rainaldi, Member
Kathryn DeWitt, Member

Len Rubin, Village Attorney
Jeremy Hubsch, Community Development Director
Justin Revis, Planner
Michael Applegate, IT Director

Not Present:

Donald Solodar, Vice Chair

In accordance with Governor Ron DeSantis' Executive Order No. 20- 91 and Executive Order No. 20- 69, the meeting was conducted electronically, via internet access or telephone. The Planning Commission members, Village staff and COA applicants attended via internet connection or telephonically.

I. CALL TO ORDER

Chairman Cross called the meeting to order at 6:30 PM.

IA. ROLL CALL

All members of the Planning Commission were present except Mr. Solodar who was absent. Ms. DeWitt joined the meeting at 6:38 PM.

II. APPROVAL OF MINUTES

The Minutes of the April 28, 2020 Special Meetings were approved as written.

III. DELARATION OF EX PARTE COMMUNICATIONS

There were no Ex Parte Communications declared by the Board.

IV. QUASI JUDICIAL MATTERS / PUBLIC HEARING

Attorney Len Rubin swears in all persons speaking.

A. CERTIFICATES OF APPROPRIATENESS

- 1. COA 2020-0806: BENJAMIN SCHOOL - Awning**
Location: 11000 Ellison Wilson Road

Minutes of Village Planning Commission Regular Meeting held on June 2, 2020

Request: An application submitted by Dawn M. Mattei on behalf of the Benjamin Private School Inc., requesting Certificate of Appropriateness (COA) approval in order to build an awning.

Mr. Revis presented the Staff report and recommendation. The applicant is requesting approval to construct a pair of awnings. One awning, referred to as Awning A is located behind the southern entrance along McLaren Road and the other, referred to as Awning B, is located near the drop off/pick up location along Ellison Wilson Road on the northwest corner of the property. Awning A is a T shaped walkway cover from the car drop off area to two classrooms. The proposed awning design is a shed style, and the color is Patio 500 White. Awning B is a rectangular covering over an outdoor eating area, also a shed style, and will be Benjamin Blue in color. Staff requests the Commission include the following condition(s) as a part of their order:

1. Obtain a building permit for the proposed awnings as approved.

Leslie Downs, COO and CFO Benjamin School, was present to represent the project.

The Planning Commissions members were supportive of the design and colors, and had no discussion.

Motion: Ms. Rainaldi moved to approve the application with Staff's recommendation as presented. Mr. Haigh seconded the motion, which passed 6-0.

2. COA 2019-2161: 844 PROSPERITY FARMS CORP - Fence

Location: 844 Prosperity Farms Road

Request: An application submitted by Leib Ezagui on behalf of the 844 Prosperity Farms Corporation, requesting Certificate of Appropriateness (COA) approval in order to build a fence.

B. ZONING/VARIANCE APPLICATIONS

1. PROJECT 2020-0353: 844 Prosperity Farms Corp - VARIANCE

Request: An application submitted by Leib Ezagui on behalf of the property owner 844 PROSPERITY FARMS CORP, requesting a VARIANCE from section 45-36(D) [General Provisions] of the Village Code of Ordinances in order to install a 5-foot high fence within the front and side setback, rather than be limited to a 4-foot fence on the side (west) and no fence along the front (north) as required by Code.

Mr. Hubsch advised the Planning Commission members that the next two items, a COA and Variance for 844 Prosperity Farms Road will be presented together and voted on separately, and per Attorney Len Rubin, the Variance must be voted on first. If passed, the COA can then be voted on.

Mr. Revis presented the Staff report and recommendation. The Applicant is requesting a Certificate of Appropriateness and a Variance from section 45-36(D) of the Village Code of Ordinances in order to install a 5-foot wall within the front yard setback and within 20 feet of the street side property line. Section 45-36(D) prohibits walls from being located between the required front yard setback and the front property line and requires that walls be less than 4 feet in height if located within 20 feet of a street side property line. The proposed wall has a three foot tall cement block base that will be painted Dove White, the same color as the building, with a two foot tall fence on top of the base that will be painted black. The building color (Dove White) was approved by Planning Commission on October 1, 2019, although it has not yet been painted. The

Minutes of Village Planning Commission Regular Meeting held on June 2, 2020

site currently has a chain link fence, forest green in color. Staff requests the Commission include the following condition(s) as a part of their order:

1. Obtain a building permit for the proposed wall as approved.

Leib Ezagui, 844 Prosperity Farms Rd., North Palm Beach, was present to represent the project. He advised that they are now requesting to increase the height of the fence from five (5) feet to six (6) feet for safety concerns, in light of recent escalated religious attacks against places of worship, synagogues in particular, throughout the world. A security consultant completed an assessment of the synagogue's vulnerabilities and the top concern is the accessibility from the street and inability to stop or deter a vehicle from driving through the fence into the facility.

The Planning Commission discussed their concerns, which included whether the proposed wall is to be placed just behind the sidewalk; desire to see a landscape buffer/planting area between the sidewalk and the wall; whether the clearances required for fire hydrants, water mains/plumbing and street lights have been taken into consideration; whether the horizontal placement of the slats in the fence can be used as a ladder; whether a six foot tall wall surrounding the site will make it look like a compound; whether the trees currently on site will remain; and whether the applicant is asking for more than the variance allows. Mr. Cross would like Village Council's guidance on addressing issues that don't rise to the level of a variance but are more than a COA.

The Planning Commission recommends that new renderings be represented of what is actually being proposed and to include Planning Commission's suggestions, show the wall setbacks, landscape details, changes that may need to be made to the parking lot, a four foot fence at the parking lot, a five foot fence for the playground, and details showing the gate.

Motion: Ms. DeWitt moved to continue the Variance and COA to the next meeting on July 7, 2020. Mr. Furlott seconded the motion. The Motion passed 6-0.

V. ADMINISTRATION MATTERS

A. Staff Updates:

- Village Council will be resuming in-person meetings in July; would Planning Commission like to resume having in-person meetings starting in July as well.
- The Code Rewrite Special Meeting - would Planning Commission prefer a separate meeting for the code re-write discussion with the consultants, or add it to the agenda of the July 7th Regular Meeting? The consensus of the Board agreed to have the Code Re-Write discussion at the July 7th Regular Meeting.

B. Commission Member Comments:

- Status of the building paint at the BP Station on US 1 approved at the April 28, 2020 Planning Commission meeting. It appears to be painted, but not in compliance with the approved Motion.

VI. ADJOURNMENT

With there being no further business to come before the Board, the meeting adjourned at 7:34 PM.

Village of North Palm Beach

Recreation Advisory Board

Minutes from the June 9, 2020 Meeting

CALL TO ORDER:

Chairman Maria Cassidy called the meeting to order at 7:00 PM.

ROLL CALL:

Maria Cassidy, Chair

Bob Bell

Tim Hulihan

Don Grill

Chris Cantwell, Vice Chair

Mia St. John

Paul Beach

Village Council Representative – Deborah Searcy

Stephen Poh, Acting Director of Parks and Recreation

APPROVAL OF MINUTES:

Don Grill made a motion to approve the minutes; seconded by Bob Bell. The motion passed 6-0.

PUBLIC COMMENT:

No Public Comment.

DIRECTOR'S REPORT:

Stephen updated the board on several park projects such as Lakeside trash can replacement and clean-up of the berm. Also, the water test results came back from the Community Center athletic field with high traces of brackish salt water. Stephen stated that we are currently reviewing different options on fixing the irrigation water issue. Stephen also stated that council had decided to cancel the July 4th event due to concerns about the spread of COVID 19. Stephen mentioned that if CDC guidelines stay the same in August that the board will have to decide about any changes to the Fishing Tournament scheduled for Saturday, August 8th. The board decided to hold off until July meeting to make decision on Fishing Tournament.

NEW BUSINESS:

- Stephen gave an update on our current Summer Camp we are offering this year in a modified restricted manner.
- Stephen also updated on youth sports and our options once the County decides that we can start having restricted youth sports at athletic fields.

OLD BUSINESS:

- Stephen updated the board on current COVID 19 park openings and what is still closed.
- Stephen also reviewed the repairs that were made by Public Works on the banks of the Community Center trail. He spoke with a company about quote for repair to pavilion.
- Stephen notified the board that Russ has called and emailed the remote control car track owner about removing his items from behind the Community Center with no response. A certified letter was sent to the owner as well. The next step is to speak to Village Attorney on legal options.

BOARD MEMBER COMMENTS:

- Maria Cassidy sent pictures of damaged sidewalk area near Sun Trust bank on Lighthouse Drive to board before the meeting. Stephen notified the board that he spoke with Public Works about the location and was informed it was a storm drain issue that PW has in the budget to fix next fiscal year.
- Bob Bell and Don Grill spoke about the upcoming fishing tournament offering suggestions about changing the date if it cannot be done in August. But would most love to keep the same date and help with any necessary set up work that needs to be done. We tabled the discussion until the July meeting.
- Bob Bell wanted to give a huge thanks to the Friends of Lakeside and other residents that helped clean up the berm at Lakeside Park last weekend. He said the berm has never looked better. He also stated that the park has never looked better with the repairs to the trail, new benches, and clean-up of the berm.
- Paul Beach asked about getting shade at Lakeside playground. Stephen told the board that it is in the budget for next fiscal year to make repairs on playground and look into getting a shade structure.
- Maria Cassidy spoke about an update on the Dry storage project at Anchorage Park. Stephen informed the board that Russ will be going to Council meeting on June 25 to get approval for Village Engineer to render professional civil engineering. Russ will then come to the Recreation Advisory board meeting to review plans with board members.

Council Member Comments

- Dr. Searcy asked the board to share their ideas and suggestions on the Fishing Tournament event.
- Dr. Searcy brought up youth sports and if there was a plan to shift some sports around since we do have the time due to COVID 19. Stephen informed the board and Dr. Searcy that we have shifted some of the sports around to help with the wear and tear of the field and better preform maintenance. There will be one month off between our flag football and soccer season to perform maintenance and rest the field. There will be also 3 months during the summer which is the prime growing season for the field to recover as well.

ADJOURNMENT:

Don Grill made a motion to adjourn the meeting; seconded by Tim Hulihan. Motion passed 6-0.
Meeting adjourned at 7:40 PM.

Minutes respectively submitted by Stephen Poh, Acting Director of Parks and Recreation.

**VILLAGE OF NORTH PALM BEACH
FINANCE DEPARTMENT**

TO: Honorable Mayor and Council
THRU: Andrew Lukasik, Village Manager
FROM: Samia Janjua, Director of Finance
DATE: July 23, 2020
SUBJECT: **RESOLUTION – Establishing a Tentative Millage Rate for FY 2020-2021 & setting the 1st Public Hearing**

Pursuant to Section 200.065(2)(b), Florida Statutes, the Village must advise the County Property Appraiser of its “tentative” millage rate and the date, time and place of its first September millage and budget hearing. The Administration is recommending a tentative millage rate of 7.5000 mills. The Village has no outstanding general obligation bond debt; therefore, the combined total millage rate of the Village would equal 7.5000 mills. ***The tentative millage rate is 3.81% above the “rolled-back” rate of 7.2247 mills.*** The rolled-back rate is the rate that will generate the same amount of ad valorem revenue as the prior year’s millage rate of 7.5000.

The tentative millage rate that is being considered for approval at tonight’s meeting establishes the **maximum** millage rate the Village may consider and approve at its September public hearings (without additional notice being provided to each taxpayer). The rate may always be reduced.

The attached Resolution has been prepared and/or reviewed for legal sufficiency by the Village Attorney.

Recommendation:

Village staff recommends Council consideration and approval of the attached Resolution establishing a “tentative” operating millage rate of 7.5000 and a debt service millage rate of 0.0000 respectively (for a total millage rate of 7.5000) and setting the first Public Hearing on the tentative budget and proposed millage rate for Thursday, September 10, 2020 at 7:30 P.M.

RESOLUTION 2020-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ADOPTING A TENTATIVE MILLAGE RATE OF 7.5000 MILS FOR FISCAL YEAR 2021; ESTABLISHING A DATE, TIME AND PLACE FOR THE FIRST HEARING ON THE TENTATIVE BUDGET AND PROPOSED MILLAGE RATE; AUTHORIZING THE VILLAGE MANAGER TO SUBMIT THE REQUIRED FORMS TO THE PALM BEACH COUNTY PROPERTY APPRAISER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 200.065(2)(b), Florida Statutes, the Village Council is required to advise the Palm Beach County Property Appraiser of its proposed millage rate, its rolled back rate, and the date, time, and place of the first public hearing to consider the proposed millage rate and tentative budget.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The Village Council hereby adopts a tentative millage rate of 7.5000 for General Operating Budget purposes and a tentative millage rate of 0.0000 for Debt Service, for a total combined millage rate of 7.5000 mils for Fiscal Year 2021. The tentative millage rate is 3.81% above the rolled back rate of 7.2247 mils.

Section 2. The Village Council hereby establishes Thursday, September 10, 2020 at 7:30 p.m. as the date and time of the first hearing on the tentative budget and proposed millage rate. The public hearing shall be held at Village Hall, 501 U.S. Highway One, North Palm Beach, Florida, 33408.

Section 3. The Village Manager is hereby authorized and directed to submit forms DR-420 (Certification of Taxable Value) and DR-420 MM-P (Municipality Maximum Millage Levy Calculation) to the Palm Beach County Property Appraiser's Office.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK



CERTIFICATION OF TAXABLE VALUE

Reset Form

Print Form

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2020	County : PALM BEACH
Principal Authority : North Palm Beach	Taxing Authority : North Palm Beach

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	2,398,613,242	(1)
2.	Current year taxable value of personal property for operating purposes	\$	38,919,581	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	0	(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	2,437,532,823	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	3,624,034	(5)
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	2,433,908,789	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	2,344,581,746	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Number 0 (8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Number 0 (9)
Property Appraiser Certification		I certify the taxable values above are correct to the best of my knowledge.		
SIGN HERE	Signature of Property Appraiser:	Date :		
	Electronically Certified by Property Appraiser	6/25/2020 8:33 AM		

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>	7.5000	per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	17,584,363	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	0	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	17,584,363	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	0	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	2,433,908,789	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>	7.2247	per \$1000	(16)
17.	Current year proposed operating millage rate	7.5000	per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	18,281,496	(18)

19.	TYPE of principal authority (check one)	<input type="checkbox"/> County	<input type="checkbox"/> Independent Special District	(19)
		<input checked="" type="checkbox"/> Municipality	<input type="checkbox"/> Water Management District	
20.	Applicable taxing authority (check one)	<input checked="" type="checkbox"/> Principal Authority	<input type="checkbox"/> Dependent Special District	(20)
		<input type="checkbox"/> MSTU	<input type="checkbox"/> Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(21)

DEPENDENT SPECIAL DISTRICTS AND MSTUs		STOP HERE - SIGN AND SUBMIT
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22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>	\$	17,584,363	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>		7.2247 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>	\$	17,610,443	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>	\$	18,281,496	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>		7.5000 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>		3.81 %	(27)

First public budget hearing	Date : 9/10/2020	Time : 7:30 PM EST	Place : Village Hall Council Chambers, 501 US Highway One, North Palm Beach, FL 33408
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S I G N H E R E	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.		
	Signature of Chief Administrative Officer :			Date :	
	Title : ANDREW LUKASIK, VILLAGE MANAGER		Contact Name and Contact Title : SAMIA JANJUA, FINANCE DIRECTOR		
	Mailing Address : 501 US HIGHWAY ONE		Physical Address : 501 US HIGHWAY ONE		
	City, State, Zip : NORTH PALM BEACH, FLORIDA 33408		Phone Number : 5618413360		Fax Number : 5618489698

CERTIFICATION OF TAXABLE VALUE INSTRUCTIONS

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check “Yes” if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check “Yes” if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

“Independent special district” (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

Line 24

Include only those levies derived from millage rates.



Reset Form

Print Form

MAXIMUM MILLAGE LEVY CALCULATION PRELIMINARY DISCLOSURE

For municipal governments, counties, and special districts

DR-420MM-P
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year: 2020	County: PALM BEACH		
Principal Authority : North Palm Beach	Taxing Authority: North Palm Beach		
1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No (1)
<p>IF YES, STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.</p>			
2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	7.2247	per \$1,000 (2)
3.	Prior year maximum millage rate with a majority vote from 2018 Form DR-420MM, Line 13	7.4256	per \$1,000 (3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	7.5000	per \$1,000 (4)
<p>If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.</p>			
Adjust rolled-back rate based on prior year majority-vote maximum millage rate			
5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	\$	0 (5)
6.	Prior year maximum ad valorem proceeds with majority vote <i>(Line 3 multiplied by Line 5 divided by 1,000)</i>	\$	0 (6)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	\$	0 (7)
8.	Adjusted prior year ad valorem proceeds with majority vote <i>(Line 6 minus Line 7)</i>	\$	0 (8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	\$	0 (9)
10.	Adjusted current year rolled-back rate <i>(Line 8 divided by Line 9, multiplied by 1,000)</i>	0.0000	per \$1,000 (10)
Calculate maximum millage levy			
11.	Rolled-back rate to be used for maximum millage levy calculation <i>(Enter Line 10 if adjusted or else enter Line 2)</i>	7.2247	per \$1,000 (11)
12.	Adjustment for change in per capita Florida personal income <i>(See Line 12 Instructions)</i>		1.0322 (12)
13.	Majority vote maximum millage rate allowed <i>(Line 11 multiplied by Line 12)</i>	7.4573	per \$1,000 (13)
14.	Two-thirds vote maximum millage rate allowed <i>(Multiply Line 13 by 1.10)</i>	8.2030	per \$1,000 (14)
15.	Current year proposed millage rate	7.5000	per \$1,000 (15)
16.	Minimum vote required to levy proposed millage: (Check one)		
<input type="checkbox"/>	a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. Enter Line 13 on Line 17.		
<input checked="" type="checkbox"/>	b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. Enter Line 15 on Line 17.		
<input type="checkbox"/>	c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.		
<input type="checkbox"/>	d. Referendum: The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.		
17.	The selection on Line 16 allows a maximum millage rate of <i>(Enter rate indicated by choice on Line 16)</i>	7.5000	per \$1,000 (17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	\$	2,437,532,823 (18)

Taxing Authority : North Palm Beach		DR-420MM-P R. 5/12 Page 2	
19.	Current year proposed taxes <i>(Line 15 multiplied by Line 18, divided by 1,000)</i>	\$ 18,281,496	(19)
20.	Total taxes levied at the maximum millage rate <i>(Line 17 multiplied by Line 18, divided by 1,000)</i>	\$ 18,281,496	(20)
DEPENDENT SPECIAL DISTRICTS AND MSTUs		 STOP HERE. SIGN AND SUBMIT.	
21.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage. <i>(The sum of all Lines 19 from each district's Form DR-420MM-P)</i>	\$ 0	(21)
22.	Total current year proposed taxes <i>(Line 19 plus Line 21)</i>	\$ 18,281,496	(22)
Total Maximum Taxes			
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage <i>(The sum of all Lines 20 from each district's Form DR-420MM-P)</i>	\$ 0	(23)
24.	Total taxes at maximum millage rate <i>(Line 20 plus Line 23)</i>	\$ 18,281,496	(24)
Total Maximum Versus Total Taxes Levied			
25.	Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	(25)
S I G N H E R E	Taxing Authority Certification	I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
	Signature of Chief Administrative Officer :	Date :	
	Title : ANDREW LUKASIK, VILLAGE MANAGER	Contact Name and Contact Title : SAMIA JANJUA, FINANCE DIRECTOR	
	Mailing Address : 501 US HIGHWAY ONE	Physical Address : 501 US HIGHWAY ONE	
	City, State, Zip : NORTH PALM BEACH, FLORIDA 33408	Phone Number : 5618413360	Fax Number : 5618489698

Complete and submit this form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with the form DR-420, Certification of Taxable Value.

**MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE
INSTRUCTIONS**

General Instructions

Each of the following taxing authorities must complete a DR-420MM-P.

- County
- Municipality
- Special district dependent to a county or municipality
- County MSTU
- Independent special district, including water management districts
- Water management district basin

Voting requirements for millages adopted by a two-thirds or a unanimous vote are based on the full membership of the governing body, not on the number of members present at the time of the vote.

This form calculates the maximum tax levy for 2019 allowed under s. 200.065(5), F.S. Counties and municipalities, including dependent special districts and MSTUs, which adopt a tax levy at the final hearing higher than allowed under s. 200.065, F.S., may be subject to the loss of their half-cent sales tax distribution.

DR-420MM-P shows the preliminary maximum millages and taxes levied based on your proposed adoption vote. Each taxing authority must complete, sign, and submit this form to their property appraiser with their completed DR-420, Certification of Taxable Value.

The vote at the final hearing and the resulting maximum may change. After the final hearing, each taxing authority will file a final Form DR-420MM, Maximum Millage Levy Calculation Final Disclosure, with Form DR-487, Certification of Compliance, with the Department of Revenue.

Specific tax year references in this form are updated each year by the Department.

Line Instructions

Lines 5-10

Only taxing authorities that levied a 2018 millage rate less than their maximum majority vote rate must complete these lines. The adjusted rolled-back rate on Line 10 is the rate that would have been levied if the maximum vote rate for 2018 had been adopted. If these lines are completed, enter the adjusted rate on Line 11.

Line 12

This line is entered by the Department of Revenue. The same adjustment factor is used statewide by all taxing authorities. It is based on the change in per capita Florida personal income (s. 200.001(8)(i), F.S.), which Florida Law requires the Office of Economic and Demographic Research to report each year.

Lines 13 and 14

Millage rates are the maximum that could be levied with a majority or two-thirds vote of the full membership of the governing body. With a unanimous vote of the full membership (three-fourths vote of the full membership if the governing body has nine or more members) or a referendum, the maximum millage rate that can be levied is the taxing authority's statutory or constitutional cap.

Line 16

Check the box for the minimum vote necessary at the final hearing to levy your adopted millage rate.

Line 17

Enter the millage rate indicated by the box checked in Line 16. If the proposed millage rate is equal to or less than the majority vote maximum millage rate, enter the majority vote maximum. If a two-thirds vote, a unanimous vote, or a referendum is required, enter the proposed millage rate. For a millage requiring more than a majority vote, the proposed millage rate must be entered on Line 17, rather than the maximum rate, so that the comparisons on Lines 21 through 25 are accurate.

**VILLAGE OF NORTH PALM BEACH
COUNTRY CLUB PROJECT**

TO: Honorable Mayor and Council
THRU: Andrew D. Lukasik, Village Manager
FROM: Chuck Huff, Director of Special Projects
DATE: July 23, 2020
SUBJECT: **RESOLUTION – Approving a Contract with Alternative Sign Group, Inc. in the amount of \$34,920.05 for a Monument Sign at the Country Club and confirming approval of a payment to Art Sign Group in the amount of \$5,000 for design and construction administration services.**

The Village included a Monument Sign as an allowance in The Weitz Contract at the new Country Club. Since the design of this sign was not finalized until last month, The Weitz Company has returned the allowance of \$15,000 as part of the closeout package for the project. The balance of the monument sign cost (budgeted at \$42,000) is being funded through earnings on the Clubhouse Project Loan proceeds.

Alternative Sign Group, Inc. (ASG) was selected as the Monument Vendor by Village Staff and Mike Sidello of the Art Sign Group, the designer of the sign. Art Sign Group (Mike Sidello) has worked with Village Staff over the last year, attending multiple Planning Commission and Village Council meetings to fine tune the aesthetics of the new sign.

Village Staff solicited four proposals for the building of the sign. Although Art Sign Group came in as the highest proposal, Mike Sidello has agreed to let another vendor use his design to build the sign. Mr. Sidello also agreed to review the remaining proposals, perform in progress and final inspections and consult (if needed) to completion. Mr. Sidello identified ASG as the most qualified and detailed proposal to perform this task. The following proposals were received:

Art Sign Group	\$62,062.00
Bennet	\$41,700.00
ASG	\$34,920.05
Ferrin	\$29,764.00

It should be noted that the scope of work includes the construction of a completely new monument sign. Initially, as a means to manage costs, staff pursued the idea of a “sleeve” that would go over the structure of the existing sign. However, that concept proved to be problematic as there are no designs from which to calculate wind load. It was more cost effective to design and build a new sign.

In addition to the cost of the sign, Mike Sidello (Art Sign Group) was paid \$5,000 by the Village for the design work that was completed as well as for his ongoing consultation. Staff is requesting that Village Council confirm approval of this payment through the adoption of the Resolution since Art Sign Group was not selected to perform work in accordance with the Village’s Purchasing Policy since it was originally intended to be part of the Weitz contract. With the payment to Art Sign Group, the total sign cost is within the amount allocated as part of the Clubhouse Project.

The attached Resolution has been prepared by the Village Attorney.

Account Information:

Fund	Department	Account Number	Account Description	Amount
Capital Projects	Country Club Clubhouse Project	K7600-66210	Construction and Major Renovation	\$34,920.05

Recommendation:

Village Staff recommends Village Council adoption of the attached Resolution approving the Contract for a Monument Sign at the Country Club with Alternative Sign Group, Inc. at a total cost of \$34,920.05, and confirming approval of a payment to Art Sign Group in the amount of \$5,000 for design and construction administration services. with funds expended from Account No. K7600-66210 (Country Club Clubhouse Project – Construction and Major Renovation), in accordance with Village policies and procedures.

RESOLUTION 2020-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A CONTRACT WITH ALTERNATIVE SIGN GROUP, INC. FOR THE CONSTRUCTION OF A MONUMENT SIGN AT THE NORTH PALM BEACH COUNTRY CLUB AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE CONTRACT; APPROVING PAYMENT TO ART SIGN GROUP FOR DESIGN AND CONSULTING SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village wishes to erect a new monument sign at the North Palm Beach Country Club; and

WHEREAS, the Village solicited quotes for the project, and Village Staff and the Village's consultant, Art Sign Group, recommended accepting the proposal submitted by Alternative Sign Group, Inc.; and

WHEREAS, the Village Council determines that adoption of this Resolution is in the best interests of the residents and citizens of the Village of North Palm Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA, as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves a Contract with Alternative Sign Group, Inc. for the construction of a monument sign at the North Palm Beach Country Club at a total cost of \$34,920.05, with funds expended from Account No. K7600-66210 (Country Club Clubhouse Project – Construction and Major Renovation), and authorizes the Mayor and Village Clerk to execute the Contract, a copy of which is attached hereto and incorporated herein. The Village Council further approves and ratifies an additional payment in the amount of \$5,000.00 to Art Sign Group for design and consulting services, with funds expended from Account No. K7600-66210 (Country Club Clubhouse Project – Construction and Major Renovation).

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

This Contract is made as of this _____ day of _____, 2020, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408, a Florida municipal corporation (hereinafter "VILLAGE"), and ALTERNATIVE SIGN GROUP INC., 10130 Northlake Boulevard, Suite 214-301, West Palm Beach, Florida 33412, a Florida corporation (hereinafter "CONTRACTOR"), whose F.E.I. Number is 83-1412033.

RECITALS

WHEREAS, the VILLAGE solicited written quotes for the construction of a monument sign at the North Palm Beach Country Club ("Work"); and

WHEREAS, the VILLAGE wishes to accept the quote submitted by CONTRACTOR, and CONTRACTOR has agreed to perform the Work in accordance with the terms and conditions of this Contract.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals.

The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. CONTRACTOR's Services and Time of Completion.

A. Contractor shall perform the Work in accordance with the terms of its Estimate dated March 16, 2020, a copy of which is attached hereto and incorporated herein by reference. This Contract shall remain in effect until such time as the Work is completed, inspected and accepted by the VILLAGE, provided, however, that any obligations of a continuing nature shall survive the expiration or termination of this Contract.

B. The total cost of the Work shall not exceed **\$34,920.05**.

C. The services to be provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract by the VILLAGE and upon written notice from the VILLAGE to CONTRACTOR to proceed.

3. Compensation to CONTRACTOR.

Payments by the VILLAGE to CONTRACTOR under this Contract shall not exceed the amount of compensation stated in Section 3(B) above without prior written consent of the VILLAGE. The VILLAGE shall pay CONTRACTOR a fifty percent (50%) deposit upon execution of this Contract. CONTRACTOR shall submit invoices to the VILLAGE for review and approval by the VILLAGE's representative, indicating that goods and services have been provided and rendered in conformity with this Contract, and they then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the VILLAGE

representative's approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on CONTRACTOR's final/last billing to the VILLAGE. This certifies that all goods and services have been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONTRACTOR. The VILLAGE will not be liable for any invoice from CONTRACTOR submitted thirty (30) days after the provision of all goods and services.

4. Insurance.

During the term of this Contract, CONTRACTOR shall maintain the following minimum insurance coverages and provide certificates evidencing such coverage to the Village (all insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida):

- A. CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence to protect CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract.
- B. CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles.
- C. CONTRACTOR shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- D. All insurance, other than Worker's Compensation, Automobile and Professional Liability Insurance, to be maintained by CONTRACTOR shall specifically include the VILLAGE as an "Additional Insured".

5. Indemnification.

- A. To the fullest extent permitted by applicable laws and regulations, CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of CONTRACTOR and/or its subcontractors, agents, servants or employees.

- B. CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Contract for any reason.
- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the limited waiver provided in § 768.28, Florida Statutes.

6. Compliance with all Laws, Regulations and Ordinances.

In performing the services contemplated by this Contract, CONTRACTOR shall obtain all required permits (if any) and comply with all applicable federal, state and local laws, regulations and ordinances, including, but by no means limited to, all requirements of the Village Code and the Florida Building Code.

7. Warranty/Guaranty.

CONTRACTOR warrants that all Work, including goods and services, provided under this Contract will be free of defects in material and workmanship for a period of one (1) year following completion of the Work and successful final inspection. Should any Work fail to comply with this warranty during the warranty period of one (1) year, upon written notification from the VILLAGE, CONTRACTOR shall immediately repair or replace said defective materials and/or workmanship at CONTRACTOR's sole expense. The CONTRACTOR shall provide the VILLAGE with copies of all manufacturer warranties and certify that the Work complies with the conditions set forth in such warranties, if any.

8. Access/Audits.

CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing services pursuant to this Contract for at least five (5) years after termination of this Contract. The VILLAGE shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at CONTRACTOR's place of business. Under no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

9. Protection of Work and Property.

- A. CONTRACTOR shall continuously maintain adequate protection of all Work from damage, and shall protect the VILLAGE's property and adjacent private and public property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the VILLAGE or employees of the VILLAGE, CONTRACTOR shall provide any necessary materials to maintain such protection.

- B. Until acceptance of the Work by the VILLAGE, the VILLAGE's property shall be under the charge and care of CONTRACTOR and CONTRACTOR shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and CONTRACTOR shall repair, restore and make good, without additional Work occasioned by any of the above causes before its completion and acceptance.
- C. CONTRACTOR will also take every necessary precaution to ensure the safety of the VILLAGE, public and other guests and invitees thereof at or near the areas where work is being accomplished during and throughout the completion of all work.

10. Miscellaneous Provisions.

- A. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.
- B. CONTRACTOR is, and shall be, in the performance of all Work under this Contract, an Independent Contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the Work performed pursuant to this Contract shall at all times, and in all places, be subject to CONTRACTOR's sole direction, supervision, and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Work.
- C. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. **The parties knowingly, voluntarily and intentionally waiver any right they may have to trial by jury** with respect to any litigation arising out of this Contract.
- D. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
- E. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

- F. All notices required in this Contract shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Contract.
- G. The VILLAGE and CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination. In the event of an express conflict between this Contract and CONTRACTOR's Estimate, the terms of this Contract shall control.
- H. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

- (1) Keep and maintain public records required by the VILLAGE to perform the service.
- (2) Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
- (4) Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

I. CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract justifying termination.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

ALTERNATIVE SIGN GROUP, INC.

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

By: _____

SUSAN BICKEL
MAYOR

ATTEST:

BY: _____

JESSICA GREEN
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____

VILLAGE ATTORNEY

Alternative Sign Group, Inc.

10130 Northlake Blvd.
 Suite 214-301
 West Palm Beach, FL 33412
 561.722.9272

Estimate

Date	Estimate #
3/16/2020	1420

Name / Address
North Palm Beach County Club 951 US Hwy. 1 North Palm Beach, FL

Job Location
North Palm Beach County Club 951 US Hwy. 1 North Palm Beach, FL

Project

Description	Qty	Cost	Total
Remove and scrap One (1) existing solid concrete monument sign and footer. All debris to be removed from site prior to the installation of the new sign. ASG will not be responsible for the removal of the existing landscape unless prior arrangements have been made.		2,500.00	2,500.00
Manufacture		21,277.20	21,277.20
Footer Excavation and debris removal, Steel (per engineering), concrete, Sona tube forms, Labor to Install.		6,212.85 3,980.00	6,212.85 3,980.00
One (1) custom 10'-7" X 16' X 24" Double Face Monument sign. Sign to be constructed using aluminum angle and skin construction .125. Left and right ends to have aluminum constructed 30" X 30" pole cover with custom 36" X 36" copula caps. All copy to be routed out with 3/4 clear acrylic push thru copy, (note some copy area may be to small to allow for push through, flat acrylic will be used in that case). Push thru copy will have a second surface 3M white diffuser and first surface to have vinyl or digital print, color TBD. Cupola windows to be router cut and backed up with white or frosted acrylic. Tenant panel to be made removable.			
All lighting to be Principal brand LED'S.			
Cupola to have RGB programmable LED'S.			
All components to be UL listed. Sign will have a manufactures listed label. Sign to be panted using sign grade polyurethane, color TBD.			

Thank you for your business.

Total

Customer Signature

Alternative Sign Group, Inc.

10130 Northlake Blvd.
 Suite 214-301
 West Palm Beach, FL 33412
 561.722.9272

Estimate

Date	Estimate #
3/16/2020	1420

Name / Address
North Palm Beach County Club 951 US Hwy. 1 North Palm Beach, FL

Job Location
North Palm Beach County Club 951 US Hwy. 1 North Palm Beach, FL

Project

Description	Qty	Cost	Total
Sign will be installed using 6 X 6 square tubes with footer sizes of 36" X 72" (per engineering). Sign will be connected to power within 5 feet of sign location. ASG is not responsible to remove or replant landscaping. An Astronomical time clock will need to be installed prior to final inspection, this will have to be done by others. 50% Deposit will be required if Estimate is accepted, balance on install. Sign will not go into production until permit is in hand, please allow 6-8 weeks for production. Staff Time (any staff time over 8 hours will be billed at \$75.00 per hour) Engineering Permit TBD Please provide ASG with a tax certificate. Sales Tax-Palm Beach County FL		600.00 350.00 0.00 0.00	600.00 350.00 0.00 0.00

Thank you for your business.

Total	\$34,920.05
--------------	-------------

Customer Signature _____

Huff Charles

From: Mike Sidello <mike@artsignfl.com>
Sent: Thursday, July 2, 2020 12:52 PM
To: Huff Charles
Cc: Janjua Samia; Lukasik Andrew
Subject: RE: Moving forward

The fact that their proposal had the most details and specifications makes me more confident in their attention to such critically important factors than the others. I also checked all 3 company's websites/Facebooks. They all seem legitimate and worthy but I'm a perfectionist and more impressed by ASG with only these limited factors to go by at this time.

Mike

Michael Sidello
Art Sign Company
835 N.W. 6th Avenue
Ft.Lauderdale,FL 33311
Office - 954 763-4410
Fax - 954 763-2736
Cell - 954 234-6120
mike@artsignfl.com

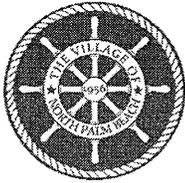


From: Huff Charles <chuff@village-npb.org>
Sent: Thursday, July 2, 2020 12:28 PM
To: Mike Sidello <mike@artsignfl.com>
Cc: Janjua Samia <sjanjua@village-npb.org>; Lukasik Andrew <alukasik@village-npb.org>
Subject: RE: Moving forward

Good Afternoon Mike,

I am meeting today with ASG. Is this your recommendation to go with them?

All the best,



Chuck Huff

Director Special Projects | Village of North Palm Beach
Phone: (561) 904-2139 • Fax: (561) 848-3344 • Cell (561) 348-0697
501 U.S. Highway 1 • North Palm Beach, FL • 33408



www.village-npb.org

Confidentiality Notice: This e-mail is for the sole use of the intended recipient(s). Unauthorized review, use disclosure or distribution is prohibited. E-mail messages and addresses may be subject to public disclosure in accordance with Florida public records law.

From: Mike Sidello [<mailto:mike@artsignfl.com>]
Sent: Tuesday, June 30, 2020 10:25 AM
To: Huff Charles <chuff@village-npb.org>
Cc: Janjua Samia <sjanjua@village-npb.org>; Lukasik Andrew <alukasik@village-npb.org>
Subject: RE: Moving forward

Charles,

After reviewing the three(3) proposals for the new sign, the one from Alternative Sign Group, Inc. is the most detailed and complete. I have been familiar with Ferrin Signs for about 40 years and they have a very solid reputation. I'm not familiar with Donnie Bennett Lighting Maintenance Co. but in reviewing their Facebook site, they appear, on the surface, to be legitimate and capable.

Were these 3 companies recommended to you or did you select them to bid based upon any other criteria?

Whichever company you choose for the project (and I will be happy to assist you in deciding that if you like), I would still want to discuss additional details and specifications with them, review their elevation drawings and engineering drawings and visit their facility as I would with any company you choose. Of course, I will also thoroughly inspect their work on this sign to assure that all specifications are done completely and correctly.

Mike

Michael Sidello
Art Sign Company
835 N.W. 6th Avenue
Ft.Lauderdale,FL 33311
Office - 954 763-4410
Fax - 954 763-2736
Cell - 954 234-6120
mike@artsignfl.com

INTERNALLY-ILLUMINATED MONUMENT SIGN TO SLEEVE OVER EXISTING SIGN



Graphics area sq. ft.: 34.45
 Total square footage: 52.85
 Graphics area sq. ft.: 18.40

Scale: 1/2" = 1'-0"

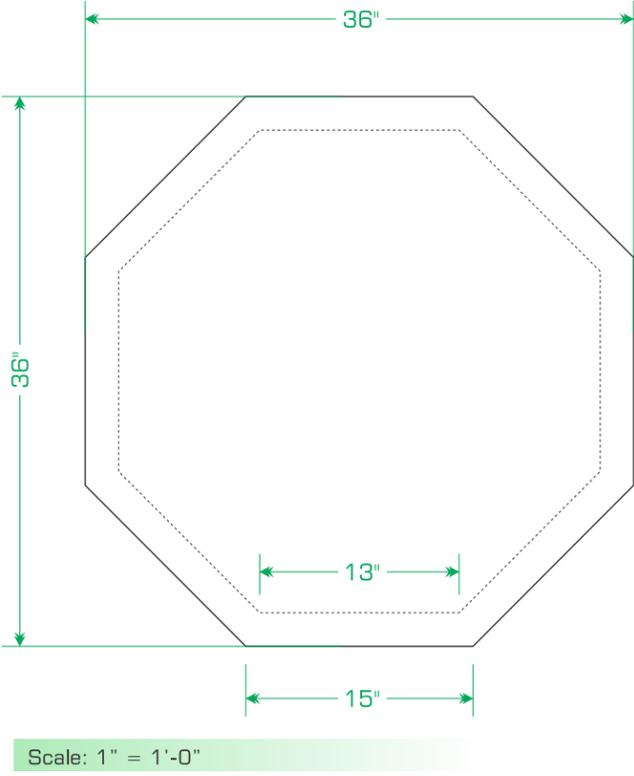
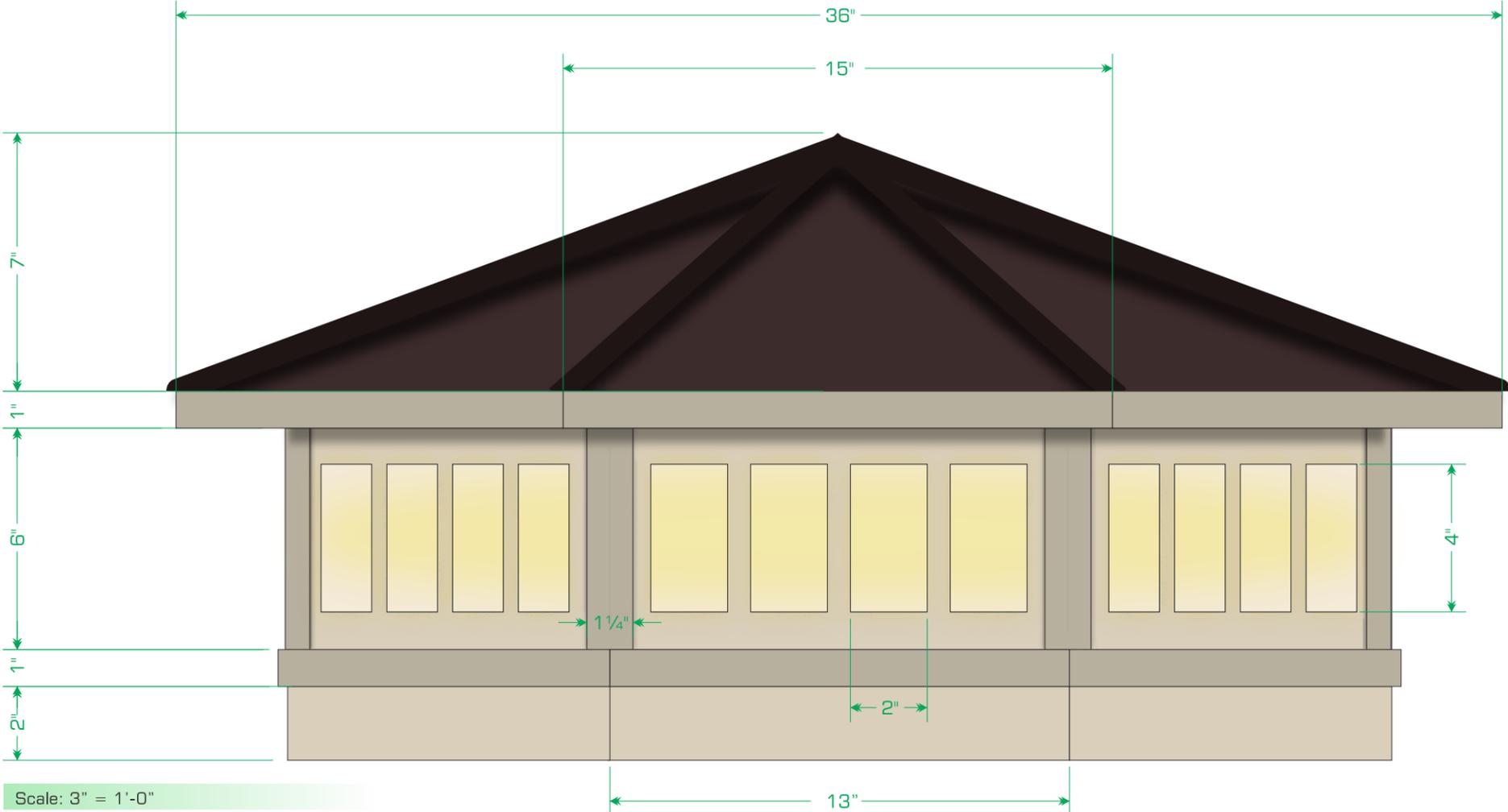


Cabinet color: Sherwin Williams Wool Skien 75% Semi-Gloss
 Main Copy: Blue
 Farmer's Table: Logo colors
 Letter Style: Logotype
 Allowed Sq. Ft.:
 Proposed Sq. Ft.: 88



SOUTH ELEVATION Scale: 3/16" = 1'-0"

INTERNALLY-ILLUMINATED COPULA



VILLAGE OF NORTH PALM BEACH
Department of Parks and Recreation

TO: The Honorable Mayor and Members of the Village Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Russell Ruskay, Department of Parks and Recreation

DATE: July 23, 2020

SUBJECT: **Resolution – Acceptance of a proposal from the Village Engineer, Engenuity Group Inc., to provide professional engineering services for the Anchorage Park Marina Dry Storage Compound Renovation Project in the amount of \$58,067.00.**

Through the adoption of Resolution 2016-36 on May 26, 2016, the Village Council executed a Continuing Contract for Professional Services with Engenuity Group Inc. to serve as Village Engineer for an initial term of five (5) years. Village staff is recommending approval of a proposal from Engenuity Group Inc. to provide professional engineering services for the renovation of the Anchorage Park Marina Dry Storage Compound in the amount of \$58,067.00. The services include civil engineering & surveying services, along with planning, landscape architecture and electrical engineering services. The services will be performed by Engenuity, as well as its sub consultants Smith Engineering and 2GHO, in accordance with the terms of the continuing contract.

Due to the very poor condition of the current dry storage compound, Village Staff plans to work with the Village Engineer to develop a plan and opinion of probable cost to provide the residents a functional, secure, and attractive compound. The Village Engineer will design the new dry storage to accommodate the current four (4) separate storage areas into one area on the north side of the park. The new compound shall be enclosed by an 8' perimeter structure of either a pre-cast wall or chain link fence with a secure entrance and illumination in accordance with Crime Prevention through Environmental Design (CPTED) principles. Traffic circulation and boat/vehicle/RV spaces will be designed to maximize the number and size of storage spaces (note that more spaces measuring 35' or more will be accommodated with this design). The landscape architect will provide a layout that will adequately screen the wall according to the material selected for the perimeter of the storage area.

The Village's Recreation Advisory Board will be involved in the initial planning of the project. Many of the advisory board members are users of the dry storage compound and will be able to provide valuable input on the functional components. The Village's Police Department will be included in the early planning process to ensure that security issues have been addressed.

This project is currently funded in the Village's FY 2020 Capital Improvement Plan. The Village has allocated \$200,000 in General Fund Revenues and has also secured a State of Florida Land & Water Conservation Fund Grant in the amount \$200,000 to assist in the funding. However, the project costs have been projected to be as much as \$551,000 (which includes construction of the pre-cast wall). Since this amount exceeds the Village's programmed budget amount, Engenuity will assist in an extensive value engineering process as part of their scope of work.

Although not part of this project scope, Staff has included draft layouts of dry storage and temporary trailer parking on the south side of the marina for Council's review. The new dry storage compound on the north side of the park, which is the subject of this engineering proposal, will displace some of the existing trailer storage. The existing, temporary trailer storage is necessary for those using the launch ramp. In the Village's Master Plan for the park, storage on the south side was eliminated to accommodate temporary trailer storage that would be displaced by the north side dry storage compound. Staff is illustrating options to maintain dry storage while introducing additional temporary trailer storage on the south side of the marina for Council policy direction so staff can begin to prepare for the logistics associated with the relocation of uses during the construction process.

The attached Resolution has been prepared by the Village Attorney.

Account Information:

Fund	Department	Account Number	Account Description	Amount
Special Revenue - Recreation Grant Fund	Parks & Recreation	U8028-66211	Anchorage Park Enhancement Grant	\$58,067

Recommendation:

Village Staff recommends Council consideration and approval of the attached Resolution accepting a proposal from the Village Engineer, Engenuity Group Inc., to provide professional engineering services for the renovation of the Anchorage Park Marina Dry Storage Compound in the amount of \$58,067.00, with funds expended from the Special Revenue Recreation Grant Fund Account Number U8028-66211 (Anchorage Park – Enhancement Grant), in accordance with Village policies and procedures.

RESOLUTION 2020-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A PROPOSAL FROM ENGENUITY GROUP, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE ANCHORAGE PARK MARINA DRY STORAGE COMPOUND RENOVATION PROJECT AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ALL REQUIRED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village is a party to a Continuing Contract for Professional Engineering Services with Engenuity Group, Inc. to perform engineering and related services as Village Engineer; and

WHEREAS, Village Administration recommended accepting the proposal submitted by Engenuity Group, Inc., and two of its subconsultants, 2GHO and Smith Engineering, for professional engineering services for the Anchorage Park Marina Dry Storage Compound Renovation Project; and

WHEREAS, the Village Council determines that adoption of this Resolution accepting the proposal from Engenuity Group, Inc. is in the best interests of the residents and citizens of the Village of North Palm Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA, as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves and accepts the proposal from Engenuity Group, Inc. pursuant to the Continuing Contract for Professional Engineering Services for engineering services for the Anchorage Park Marina Dry Storage Compound Renovation Project at a total cost of \$58,067.00, with funds expended from Account No. U8028-66211 (Special Revenue Recreation Grant Fund – Anchorage Park Enhancement Grant). The services shall be performed in accordance with all terms and conditions of the Continuing Contract. The Village Council further authorizes the Village Manager to execute all documents necessary to effectuate these services.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

February 13, 2020

Revised: March 19, 2020

Revised: July 9, 2020

Mr. Russ Ruskay
Parks and Recreation
Village of North Palm Beach
603 Anchorage Drive
North Palm Beach, FL 33408
(Sent Via E-Mail: ruskay@village-npb.org)

**Re: Anchorage Park
Boat Storage Compound
North Palm Beach, Florida
Engenuity Group Project No. 03045.104.14B**

Dear Mr. Ruskay:

We are pleased to offer this proposal to render professional civil engineering & surveying services, along with planning, landscape architecture and electrical engineering services, in connection with the design of a Boat Storage Compound, (hereinafter called the "Project").

Boat Storage Compound:

North Palm Beach desires a boat/vehicle/RV storage compound to be constructed utilizing the current storage site on the north side of the park. Compound shall be enclosed by an 8' (minimum) high concrete-type wall with a secure entrance and illumination, following Crime Prevention through Environmental Design (CPTED) principles. Traffic circulation and boat/vehicle/RV spaces will be designed to maximize storage spaces.

Design plans shall be generally consistent with the currently adopted "Master Plan" for Anchorage Park.

This proposal will include the use of our team sub-consultants for planning/landscape, architecture/irrigation (2GHO) and electrical engineering for illumination and incidental electrical requirements (SEC).

Our services as set forth in Exhibit "A" will be provided for a lump sum of **\$58,067.00** based on the following distribution of compensation:

- **Boat Storage Compound:**

Engenuity Group

A. Survey of Existing Conditions	\$4,300.00
B. Civil Design and Permitting	\$27,625.00
C. Construction Administration Services	\$8,125.00

Sub-consultants (Proposals attached in Exhibit "B"):

D. Planning, Landscape Architecture, including Construction Administration Services (2GHO)	\$11,017.00
E. Electrical Design, including Construction Administration Services (SEC)	\$7,000.00

Subtotal: \$58,067.00

Permit Fees, Reproduction Charges and Reimbursable Expenses

The fee for the sub-consultants will be invoiced through Engenuity and no mark-up will be added to their fee. The total fee does not include the payment of any governmental agency submittal or processing fees. The cost of printing, reproduction, facsimile, mileage, and postage are included in our fee.

Invoicing and Payment

Work will be invoiced on a monthly basis for work completed to date. Invoice shall be paid in full by the Client within thirty (30) days of the invoice date, unless within such thirty (30) day period, Client notifies Engenuity Group, Inc. in writing of its objection to the amount of said invoice. Such notice shall be accompanied by payment of any undisputed portion of said invoice. If written objection is not received within thirty (30) days it shall constitute approval of invoice by Client. If the payment is not received within thirty (30) days of billing date, a late charge will be added to the invoice in the amount of 1½ percent per month on the outstanding balance. If payment is not received within sixty (60) days of the invoice date, work may be suspended on the project until the outstanding invoice(s) are paid in full.

This proposal and Exhibit "A" and "B" represent the entire understanding between you and us with respect to the Project. If this satisfactorily sets forth your understanding of our scope of services, we would appreciate you providing written authorization to proceed.

PURSUANT TO FLORIDA STATUTES §558.0035 (2013) AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE

Sincerely,



Adam Swaney, P.E.
Director of Engineering

Approved by:



Keith B. Jackson, P.E.
Vice President

Accepted this _____ day of

_____, 2020.

By: _____
(Owner)

EXHIBIT "A"

Anchorage Park – Boat Storage Compound Village of North Palm Beach, Florida Engenuity Group Project No. 03045.104.14B

ENGINEER'S SERVICES:

A1.01 Topographic Surveying

- A. Establish horizontal and vertical control.
- B. Set temporary benchmarks for CONTRACTOR's use during construction.
- C. Locate existing drainage and sanitary structures with invert elevations, driveways, trees, landscaping, utility poles/lines, and all other above ground items within the dry storage area.
- D. Prepare topographic survey for use as engineering base map and updated survey.
- E. Elevations will be gathered in National Geodetic Vertical Datum of 1929 to be consistent with all previous survey work completed. A conversion factor to NAVD 88 datum will be noted on the survey.

A1.02 Design Services

- A. Prepare drawings indicating the scope, extent, and character of the paving, grading, drainage and security wall work to be performed and furnished by the CONTRACTOR. A performance specification for the security wall will be provided to allow for consistent and similar wall types to be allowed in the bidding process.
- B. Specifications shall be in note format on plans.
- C. Provide technical criteria, written descriptions, and design data for filing a permit application to the Village of NPB, SFWMD for new/modified Environmental Resource Permit for drainage features and NPDES Notice of Intent.

D. This proposal does **not** include the following:

1. Preparation of a dewatering permit for the contractor, if necessary.
2. Reproduction of drawings and specifications for CONTRACTOR'S use during construction.
3. Design of landscaping, irrigation, or lighting/electric. See separate sub consultant proposals.
4. Geotechnical field-testing services during construction.
5. Construction survey/stakeout and preparation of record drawings.
6. Any Environmental analysis of wetlands, uplands or vegetation.

A1.03 Bidding Services

- A. Assist client in advertising and obtaining bids for site work. Client shall prepare bid manual as necessary.

A1.04 Construction Phase Services

- A. Attend preconstruction meeting with Village staff and selected contractor and issue minutes.
- B. Provide periodic construction observations over the project duration, in conjunction with Village Staff for construction quality control purposes. Attend construction site meetings as necessary.
- C. Provide review and approval of periodic pay requests, requests for information, clarifications and interpretations as required.
- D. Provide construction completion certification to Village and SFWMD and NPDES Notice of Completion.



WORK ORDER #x

Anchorage Park – North Palm Beach

Phase 2B Additional Services

2GHO PROJECT #17-0609.3

Boat Storage Enclosure

December 6, 2019, Revised February 17, 2020, March 17, 2020

Design Approach / Scope

The Landscape Architect continue from the conceptual level drawings done to date refine and detail the boat yard wall, layout and landscape.

TASK 7 PHASE 2B BOAT YARD WALL ADDITIONAL:

The Landscape Architect will provide layout confirmation and provide modifications for wall enclosure and parking spaces assuring circulation works and the wall is screened from the outside. The canal buffer will be part of Phase 9. Provide construction documentation on the wall, wall planting and irrigation.

- TASK 7A DELIVERY:**
- Prepare Auto-turn documents for parking and circulation
 - Final parking lot and wall layout
 - Prepare a planting plan for the outside walls of the enclosure
 - Prepare an irrigation plan for the outside walls of the enclosure
 - Wall / Grille details and specifications
 - Assist in grant exhibit requirements
 - Provide preliminary cost estimates

FEE TOTAL:		\$6,292.00
	30% Plans	
	60% Plans	
	90% Plans	
	100% Plans	

REIMBURSEMENT ALLOTMENT:	\$50.00
TIMING:	As Directed

- TASK 7B DELIVERY: MEETINGS**
- Prepare or assist in PowerPoint presentation (\$1,240.00 full)
 - (1) Public Meeting(s) (\$680.00)
 - (1) Committee Meetings (\$680.00)

FEE:	\$2,600.00
-------------	-------------------

REIMBURSEMENT ALLOTMENT: \$85.00
TIMING: As Directed

TASK 7C DELIVERY: Construction Administration Services
Punch Lists
Up to four (4) team/field meetings
Final Certification

FEE: \$1,940.00
REIMBURSEMENT ALLOTMENT: \$50.00
TIMING: As Directed

~~TASK 8 PHASE 2B DAY BOAT PARKING LOT:~~

~~The Landscape Architect will provide parking layout confirmation assuring circulation works for boat trailers and vehicles.~~

~~TASK 8A DELIVERY: Prepare Auto turn documents for parking and circulation
Layout the trail walkway, connecting to existing
Modify and update the planting plan for the area
Prepare an irrigation plan
Assist in grant exhibit requirements
Provide preliminary cost estimates~~

~~FEE TOTAL: \$5,838.00~~

~~30% Plans
60% Plans
90% Plans
100% Plans~~

~~REIMBURSEMENT ALLOTMENT: \$50.00
TIMING: As Directed~~

~~TASK 8B DELIVERY: MEETINGS~~

~~Prepare or assist in PowerPoint presentation (\$1,240.00 full)
(1) Public Meeting(s) (\$680.00)
(1) Committee Meetings (\$680.00)~~

~~FEE: \$2,600.00
REIMBURSEMENT ALLOTMENT: \$50.00
TIMING: As Directed~~

~~TASK 8C DELIVERY: Construction Administration Services
Punch Lists
Up to five (5) team/field meetings
Final Certification~~

~~FEE: \$3,020.00
REIMBURSEMENT ALLOTMENT: \$100.00
TIMING: As Directed~~

~~TASK 9 NORTH CANAL EMBANKMENT:~~

~~The Landscape Architect will provide tree inventory for removal of exotic pest material and a landscape mitigation plan to bring it back into a natural regenerative system. The Consultant will meet and work with the Environmental Committee. Provide construction documentation on the wall, planting and irrigation.~~

~~TASK 9A DELIVERY: Inventory trees and exotics on north buffer
Prepare a mitigation planting plan for the canal bank to buffer enclosure
Prepare an irrigation plan for the outside walls of the enclosure
Assist in grant exhibit requirements
Provide preliminary cost estimates~~

~~FEE TOTAL: \$2,858.00
30% Plans
60% Plans
90% Plans
100% Plans
REIMBURSEMENT ALLOTMENT: \$50.00
TIMING: As Directed~~

~~TASK 9B DELIVERY: MEETINGS
As part of other meetings~~

~~FEE: \$0.00
REIMBURSEMENT ALLOTMENT: \$85.00
.00
TIMING: As Directed~~

~~TASK 9C DELIVERY: Construction Administration Services
Punch Lists
Up to four (4) team/field meetings
Final Certification~~

~~FEE: \$1,960.00
REIMBURSEMENT ALLOTMENT: \$29.00
TIMING: As Directed~~



Smith Engineering Consultants, Inc.

March 18, 2020

Mr. Keith Jackson, P.E.
Engenuity Group
1280 N. Congress Ave., Suite 101
West Palm Beach, FL 33409

Re: Village of North Palm Beach- Anchorage Park, Dry Storage Parking Lot
Electrical Engineering Services Proposal

Dear Keith:

Smith Engineering Consultants, Inc. (SEC) is pleased to provide this proposal for the above referenced project. We propose to provide the following scope of services:

Design Phase:

1. Initial site visit and review of project plans.
2. Coordinate with FPL for electric service, and design the electrical service point for the site.
3. Prepare lighting calculations (photometrics) within the project site to indicate design illumination levels for permitting. Light pole and fixture selection will be coordinated with the project team.
4. Parking lot lighting design in accordance with Illuminating Engineering Society standards, the National Electrical Code, and applicable local codes.
5. Electrical distribution design to provide power to the parking lot lighting system and gate operator in accordance with the National Electrical Code and applicable local codes.
6. Prepare AutoCAD drawings to describe the electrical service point, pole/fixture locations, circuitry, and lighting details, suitable for bidding, permitting, and construction.

We propose to furnish drawings in AutoCAD format using base plan drawings provided by Engenuity Group. Our lump sum fee to provide the design phase services described above is \$4,000.



Construction Phase:

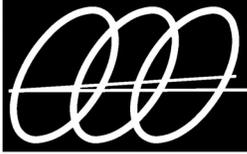
1. Review electrical equipment shop drawings.
2. Respond to contractor requests for information (RFI's) and review change order requests.
3. Attend one (1) construction meeting/site visit during construction.
4. Perform a final inspection and prepare a punch list.
5. Measure final illumination levels at night and prepare a letter of certification for the building department.
6. Prepare record drawings based upon contractor "as-built" drawings.

Our lump sum fee to provide the construction phase services described above is \$3,000.

Thank you for using Smith Engineering Consultants as the source for these engineering services. We look forward to working with you on this project.

Sincerely,

Larry M. Smith, P. E.
President



MEMO

Gentile Glas
Holloway
O'Mahoney
& Associates, Inc.
Landscape Architects
Planners and
Environmental Consultants

1907 Commerce Lane
Suite 101
Jupiter, Florida 33458
561-575-9557
561-575-5260 FAX
www.2GHO.com

DATE: July 6, 2020
TO: Russ Ruskey rruskey@village-npb.org
FROM: Emily O'Mahoney emily@2gho.com
Kevin Smith kevin@2gho.com
CC: Keith Jackson kjackson@engenuitygroup.com
RE: Anchorage Park Boat Storage
Cost Ranges

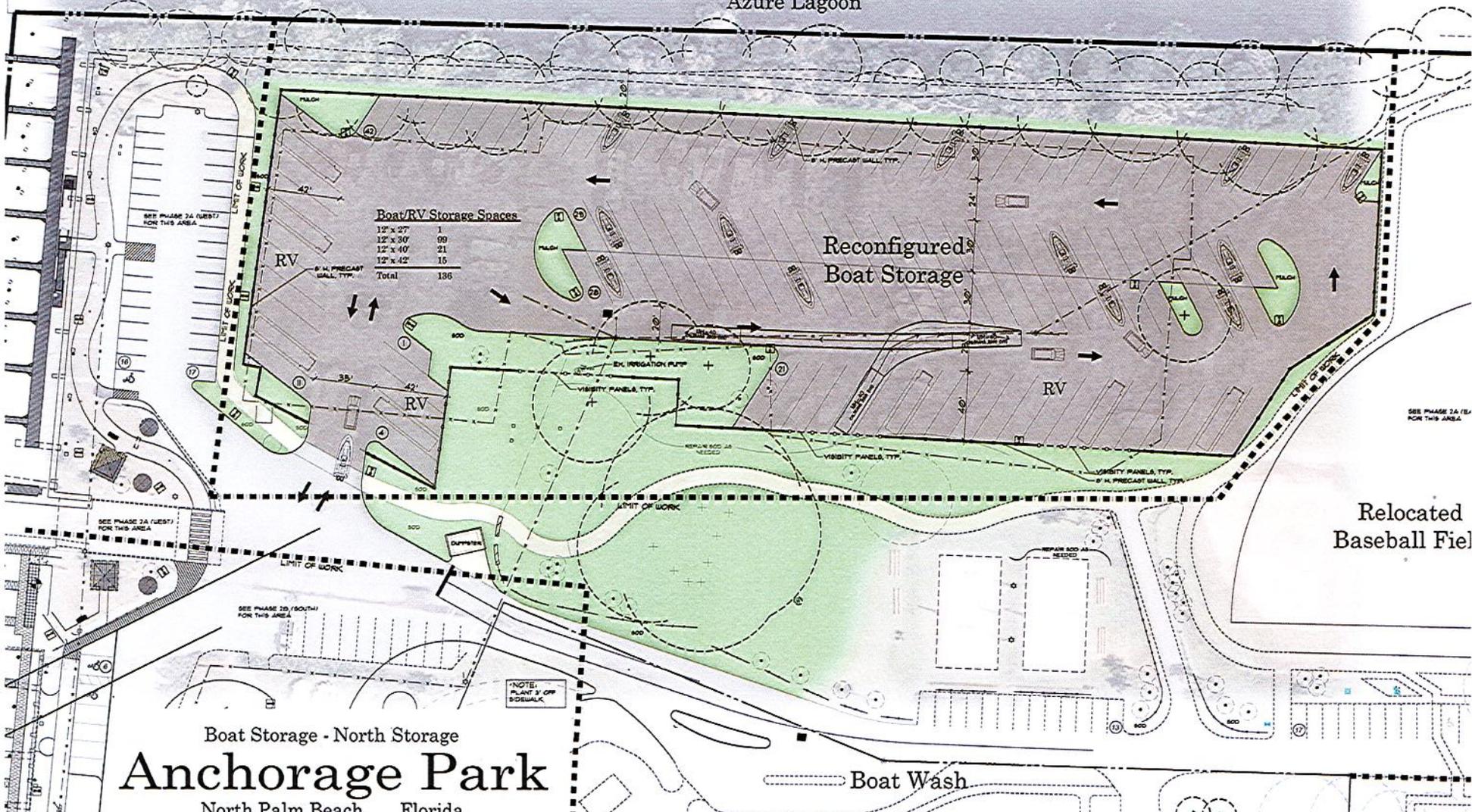
Please find the following probable cost ranges for the new boat enclosure on the north side of Anchorage park, replacing the current facility:

ITEM	LOW END	HIGH END
LANDSCAPE	\$80,000	\$50,000
LIGHTING ELECTRICAL	\$125,000	\$125,000
ENCLOSURE	\$70,000	\$185,000
SURFACING	\$154,500	\$191,000
TOTAL	\$429,500	\$551,000

**Note: The above costs do not include Civil Engineering or Design costs.
Contingency is also not included.**

1907 Commerce Lane, Suite 101, Jupiter, FL 33458
561-575-9557
Fax 561-575-5260
www.2GHO.com

Azure Lagoon



Boat/RV Storage Spaces

12' x 27'	1
12' x 30'	99
12' x 40'	21
12' x 42'	15
Total	136

Reconfigured Boat Storage

Relocated Baseball Field

Boat Wash

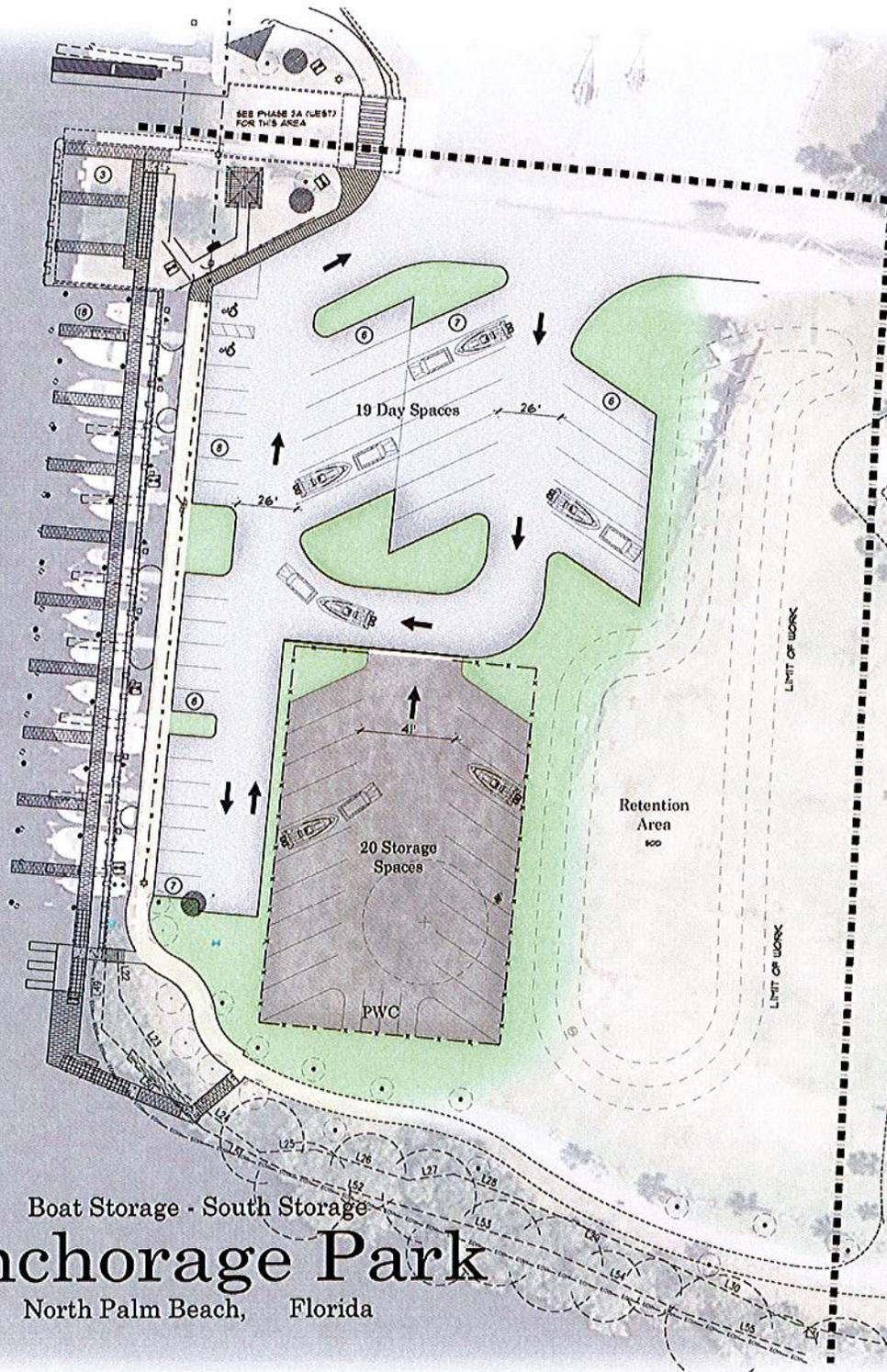
Boat Storage - North Storage
Anchorage Park
 North Palm Beach, Florida

NOTE:
PLAN 3 OF
SIDEWALK

SEE PHASE 2A (E) FOR THIS AREA

SEE PHASE 2A (WEST) FOR THIS AREA

SEE PHASE 2B (SOUTH) FOR THIS AREA



Option 2 South Boat Storage

Day Parking	19
Boat Storage	20

Boat Storage - South Storage
Anchorage Park
 North Palm Beach, Florida



Boat Storage - South Storage
Anchorage Park
 North Palm Beach, Florida
Option 3

*Note - This options includes modified dock parking (to the west) with reduced number of spaces.

VILLAGE OF NORTH PALM BEACH FY 2020-2021 STRATEGIC PLAN





AGENDA

- Methodology Employed
- Strategy Overview
- Recommendations

Objectives

- Understand the context the Strategic Plan was developed within
- Identify any gaps in the process or product
- Review and decide on Recommendations

METHODOLOGY

- Traininnovations' approach is based in the **Baldrige National Performance Excellence Program**
- “Performance Excellence” provides an integrated approach resulting in:
 - Increasing value to customers and stakeholders
 - Improved effectiveness and capabilities
 - Organizational learning leading to continuous improvement
- Purpose of the Strategy and Plan
 - Addresses current and future challenges, leverages strategic advantages and core competencies and considers strategic disadvantages
 - Sets direction, communicates and demonstrates a commitment to the vision and values, sets a focus for customer and workforce engagement and creates an emphasis on action to achieve the mission.
 - Provides emphasis on tracking initiatives and projects to ensure proper funding and appropriate measures that matter for success.

STRATEGIC PLANNING PROCESS OVERVIEW

Strategic Analysis

- Management Team Workshops and Interviews
- Develop SWOT Analysis (cycle of improvement)
- Current State of Strategic Projects
 - Status update and prioritization (cycle of improvement) on all existing projects
 - Identify New Strategic Projects for upcoming fiscal year and the horizon

Council Engagement

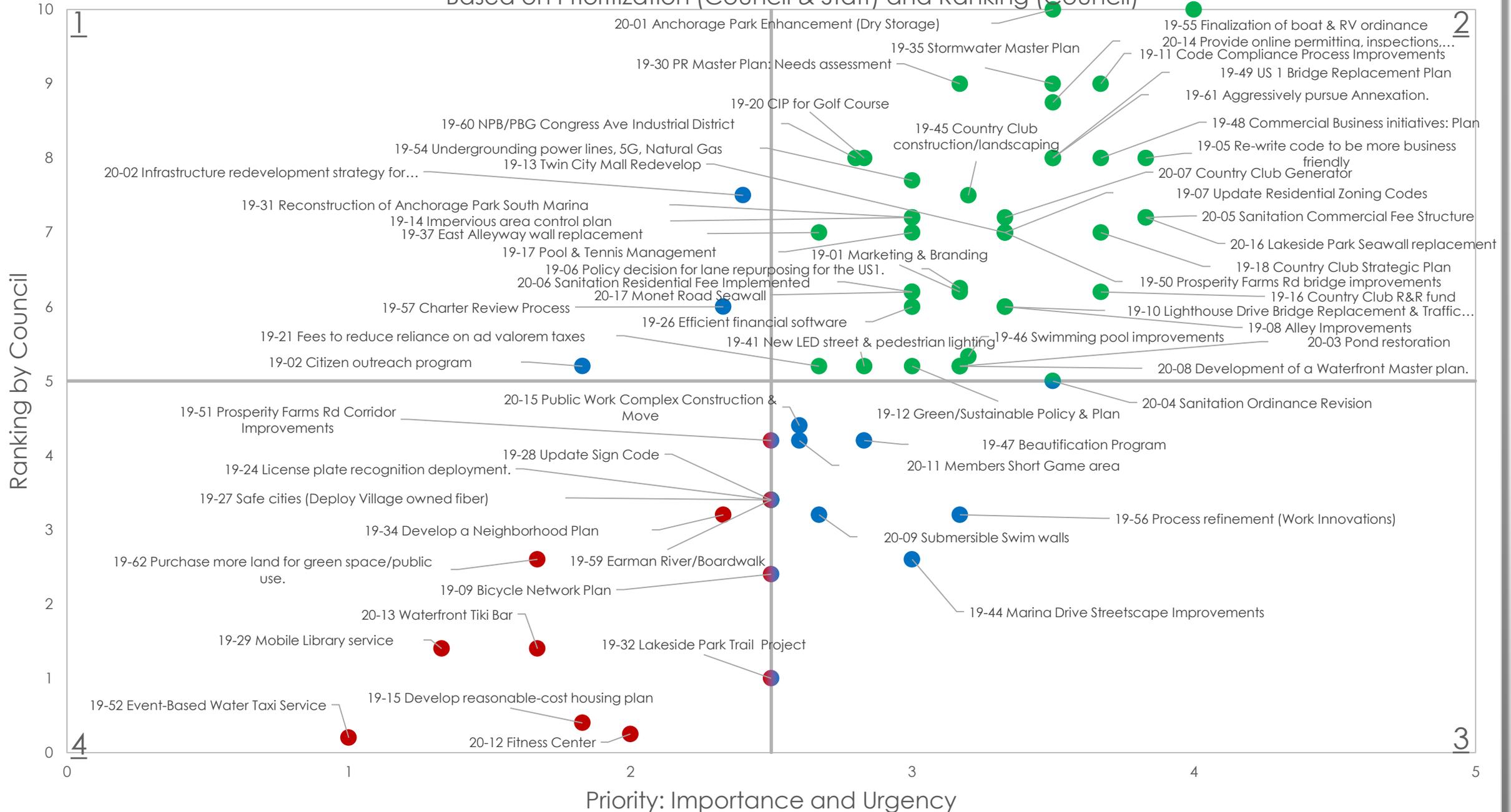
- Review and Revision of SWOT (cycle of improvement)
- Prioritize Projects list based on Importance and Urgency (cycle of improvement)
- Identify value of Projects through Ranking Process (cycle of improvement)

Budgeting

- Strategic Plan
- Capital Improvement Plan Budget
- Operational Budget

Project Value

Based on Prioritization (Council & Staff) and Ranking (Council)



RECOMMENDATIONS

STRATEGIC PROJECTS

Recommendation 1: Eliminate the following from the Projects List

Strategic Project	Notes
● 20-12 Fitness Center	Identified in the Prioritization and Ranking exercises and Council Discussion.
● 19-02 Citizen outreach program	Identified in the Prioritization and Ranking exercises and Council Discussion. Eliminate this as currently scoped. Add a new project for community communications.
● 19-15 Develop reasonable-cost housing plan	Identified in Ranking exercise and Council Discussion. The Comp Plan is addressing some of this in the context of development incentives. Nothing additional is necessary at this time.
● 19-62 Purchase more land for green space/public use.	Identified in the Prioritization and Ranking exercises and Council Discussion. There are limited options for purchasing land. Consider including in the scope of 19-61 Aggressively Pursue Annexation addressing the need/desire for green space and public use land.
● 20-13 Waterfront Tiki Bar	Identified in the Prioritization and Ranking exercises and Council Discussion.
● 19-29 Mobile Library service	Identified in the Prioritization and Ranking exercises and Council Discussion.
● 19-52 Event-Based Water Taxi Service	Identified in the Prioritization and Ranking exercises and Council Discussion.
● 19-34 Develop a Neighborhood Plan	Identified in the Prioritization and Ranking exercises.
● 19-27 Safe Cities (Deploy Village owned fiber)	Council consensus (7/9/20) was to forgo the Village getting into the business of fiber and to pursue Village-wide fiber within the scope of the 19-54 Undergrounding power lines, 5G, Natural Gas.

RECOMMENDATIONS

STRATEGIC PROJECTS

Recommendation 2: Review the following projects to better determine their overall value and whether they should be eliminated or left on the list.

- 19-09 Bicycle Network Plan
- 19-24 License Plate Recognition
- 19-28 Update Sign Code
- 19-59 Earman River Boardwalk
- 19-51 Prosperity Farms Road Corridor Improvements

Recommendation 3: Add a new Project for Public Outreach

RECOMMENDATIONS

STRATEGIC PLANNING CYCLE OF IMPROVEMENT RECOMMENDATIONS

Recommendation 4: Review, revise and better define the Village’s Vision, Mission, Values, and Strategic Goals.

Schedule for 1st Quarter 2021 (October – December 2020)

Recommendation 5: Establish ongoing Citizen and Business Surveys interspersed with community focus groups.

Begin this process within the next 2 – 3 years

Recommendation 6: Define measurements for Strategic Goals.

Schedule for 2nd Quarter 2021 (January – March 2021)







Quadrants 1 and 3

← High Value, Low Priority

↓ Low Value, High Priority

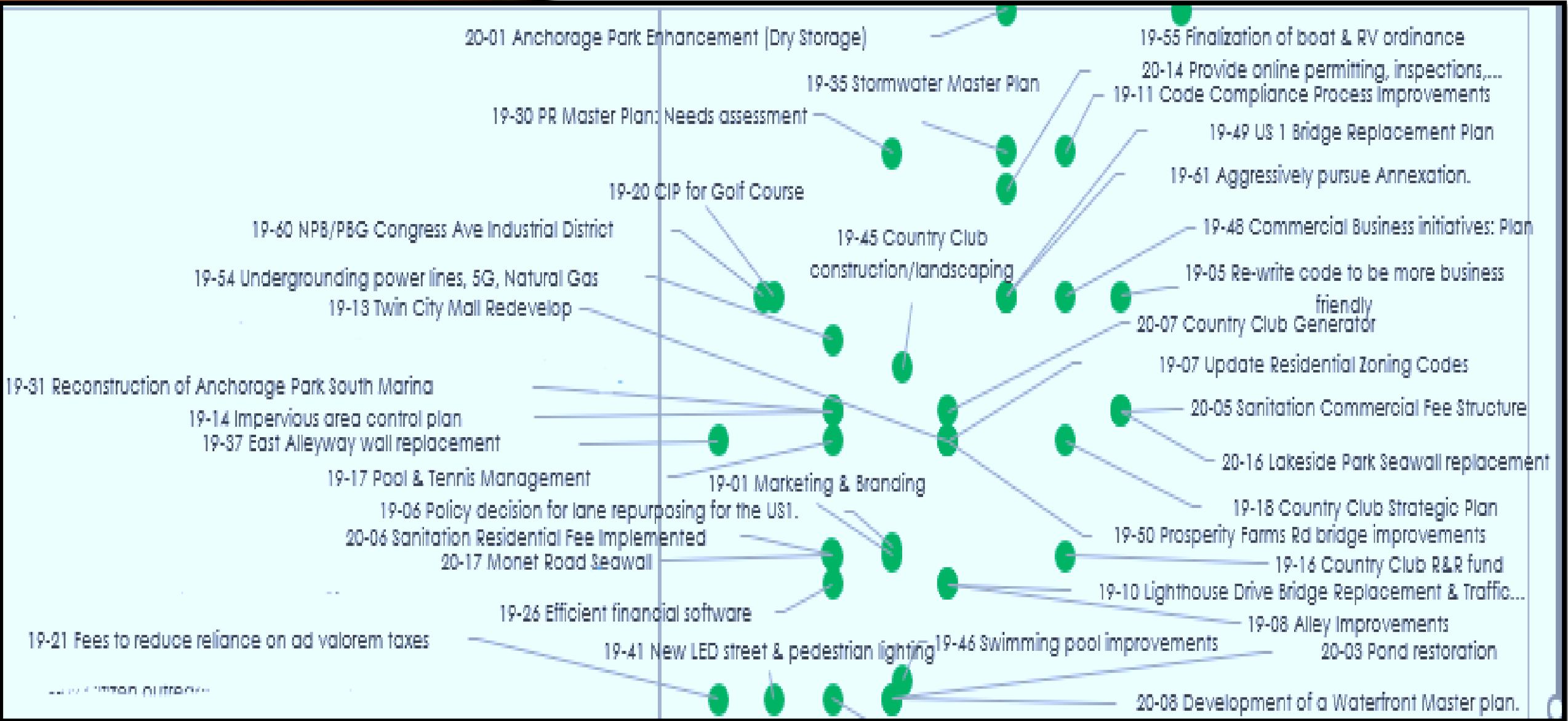
20-02 Infrastructure redevelopment strategy for...

19-57 Charter Review Process

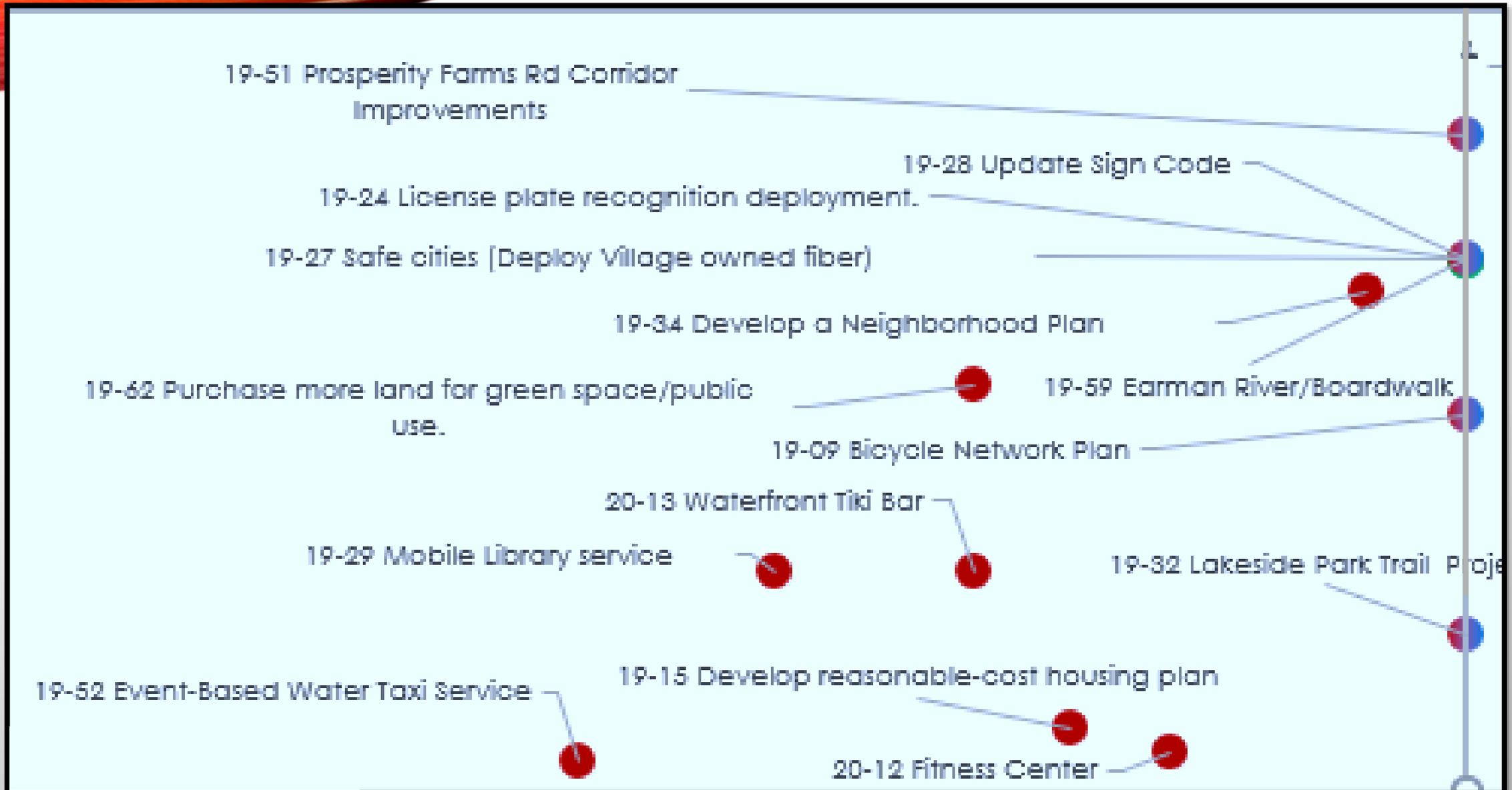
19-02 Citizen outreach program

- 20-15 Public Work Complex Construction & Move
- 20-04 Sanitation Ordinance Revision
- 19-47 Beautification Program
- 20-11 Members Short Game area
- 19-56 Process refinement (Work Innovations)
- 20-09 Submersible Swim walls
- 19-44 Marina Drive Streetscape Improvements

Quadrant 2: High Value, High Priority



Quadrant 4: Low Value, Low Priority



Village of North Palm Beach Project Prioritization Listing 2020 - 2025

Strategic Project Prioritization

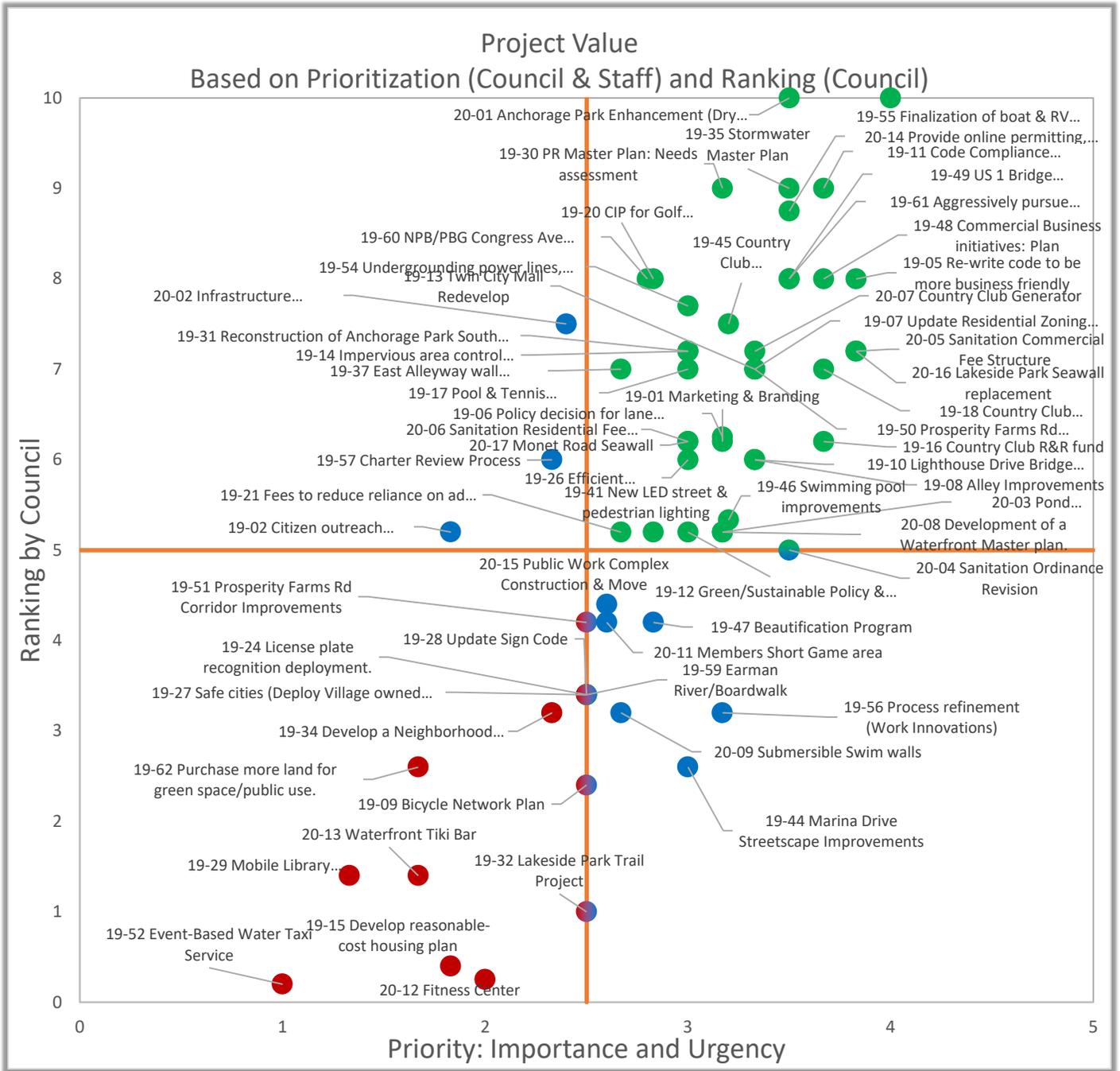


Chart 1 Prioritization of Projects based on Importance & Urgency and Council Ranking

This Scatter Chart depicts the Value (Ranking) and Priority (Importance and Urgency) of each project. Green dots ● represent those Strategic projects perceived as providing the highest overall value to the Village. Red dots ● depict those projects that produce the least value and these should be considered for removal from the Strategic Plan and staff's list of projects to complete. Blue dots ● should be reviewed for timeliness of implementation, cost vs. benefit, and whether these projects can, or should, be modified in scope in order to provide a higher value to the Village.

**Village of North Palm Beach
Project Prioritization Listing
2020 - 2025**

Project # & Name

- 19-55 Finalization of boat & RV ordinance
- 20-01 Anchorage Park Enhancement (Dry Storage)
- 19-11 Code Compliance Process Improvements
- 19-35 Stormwater Master Plan
- 19-30 PR Master Plan: Needs assessment
- 20-14 Provide online permitting, inspections, planning, and code enforcement.
- 19-05 Re-write code to be more business friendly
- 19-48 Commercial Business initiatives: Plan
- 19-49 US 1 Bridge Replacement Plan
- 19-61 Aggressively pursue Annexation.
- 19-20 CIP for Golf Course
- 19-60 NPB/PBG Congress Ave Industrial District
- 19-54 Undergrounding power lines, 5G, Natural Gas
- 19-45 Country Club construction-landscaping
- 20-05 Sanitation Commercial Fee Structure
- 20-16 Lakeside Park Seawall replacement
- 20-07 Country Club Generator
- 19-14 Impervious area control plan
- 19-31 Reconstruction of Anchorage Park South Marina
- 19-18 Country Club Strategic Plan
- 19-07 Update Residential Zoning Codes
- 19-13 Twin City Mall Redevelop
- 19-50 Prosperity Farms Rd bridge improvements
- 19-17 Pool & Tennis Management
- 19-37 East Alleyway wall replacement
- 19-06 Policy decision for lane repurposing for the US1.
- 19-16 Country Club R&R fund
- 19-01 Marketing & Branding
- 20-06 Sanitation Residential Fee Implemented
- 20-17 Monet Road Seawall
- 19-08 Alley Improvements
- 19-10 Lighthouse Drive Bridge Replacement & Traffic Calming
- 20-20 Pool Slide purchase
- 19-26 Efficient financial software
- 19-46 Swimming pool improvements
- 20-03 Pond restoration
- 20-08 Development of a Waterfront Master plan.
- 19-12 Green/Sustainable Policy & Plan
- 19-41 New LED street & pedestrian lighting
- 19-21 Fees to reduce reliance on ad valorem taxes
- 20-02 Infrastructure redevelopment strategy for US1 corridor

Village of North Palm Beach Project Prioritization Listing 2020 - 2025

- 19-57 Charter Review Process
- 19-02 Citizen outreach program
- 20-15 Public Work Complex Construction & Move
- 20-18 Pool Deck Cabana Rentals
- 19-47 Beautification Program
- 20-11 Members Short Game area
- 19-56 Process refinement (Work Innovations)
- 20-09 Submersible Swim walls
- 19-44 Marina Drive Streetscape Improvements
- 20-04 Sanitation Ordinance Revision
- 19-51 Prosperity Farms Rd Corridor Improvements
- 19-24 License plate recognition deployment.
- 19-27 Safe cities (Deploy Village owned fiber)
- 19-28 Update Sign Code
- 19-59 Earman River/Boardwalk
- 19-09 Bicycle Network Plan
- 20-19 Inflatables for Parties/Special Events
- 19-32 Lakeside Park Trail Project
- 19-34 Develop a Neighborhood Plan
- 19-62 Purchase more land for green space/public use.
- 20-13 Waterfront Tiki Bar
- 19-29 Mobile Library service
- 19-15 Develop reasonable-cost housing plan
- 20-12 Fitness Center
- 19-52 Event-Based Water Taxi Service

**Village of North Palm Beach
Project Prioritization Listing
2020 - 2025**

Recommendations

Strategic Planning, from a practical perspective, provides guidance in deciding which Strategic Projects bring the most value to the community thus giving a foundation for allocating resources for projects being requested. This includes funding and work force allocation. Often, the most valuable decision made is to not fund or allocate resources for something that need not be done or that brings little or no value to the community. Throughout this year’s Strategic Planning process Council and Staff have continued to dialog on the various projects in order to focus on the value to the Village. Based on these discussions the following recommendations are offered for Council consideration.

Recommendation 1: Eliminate the following from the Projects List

Strategic Project	Notes
20-12 Fitness Center	Identified in the Prioritization and Ranking exercises and Council Discussion.
19-02 Citizen outreach program	Identified in the Prioritization and Ranking exercises and Council Discussion. Eliminate this as currently scoped. Add a new project for community communications.
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Village of North Palm Beach Project Prioritization Listing 2020 - 2025

Recommendation 2: Review the following projects to better determine their overall value and whether they should be eliminated or left on the list.

Five (5) projects fell on the cusp between the two lower quadrants indicating that their value was seen as relatively low and that their priority (importance and urgency) was also somewhat low. Council may want to review these projects more closely to better understand the scope, Strategic Goal alignment, and community value before having staff move forward with these. Note: 19-32 Lakeside Park Trail, which fell within this group, is nearly complete at this time so it will be removed from the list as a completed project.

Strategic Project
19-09 Bicycle Network Plan
19-24 License Plate Recognition
19-28 Update Sign Code
19-59 Earman River Boardwalk
19-51 Prosperity Farms Road Corridor Improvements

Recommendation 3: Add a new Project for Public Outreach

During the Project Ranking dialog it became evident that the currently proposed Citizen Outreach Program (19-02) consisting of a program termed “North Palm Beach University” was not the best fit for achieving Council desired outcomes for community engagement. Council directed that this be replaced with a project to develop a plan for Public Outreach and Engagement which will reach more people in the community.

Strategic Planning Cycle of Improvement Recommendations

Recommendation 4: Review, revise and better define the Village’s Vision, Mission, Values, and Strategic Goals.

Your Vision, Mission, Values and Goals define the future state of the Village. It provides purpose, direction, and motivation. It also establishes your parameters for success by incorporating accountability and transparency. During the coming fiscal year it is recommended that the Council dedicate a workshop to the review, revision, and definition of the Vision, Mission, and Goals. Staff would then take this as input for beginning to refine organizational values and metrics for the goals. In order for this to be completed in time for the next year’s strategic planning cycle the Council should start this process in Fiscal 1st Quarter 2021 (October – December 2020).

Recommendation 5: Establish ongoing Citizen and Business Surveys interspersed with community focus groups.

A key element of Strategic Planning is stakeholder input. In government, citizen and business surveys are utilized to provide statistically accurate samplings of the population so that needs, desires, and thresholds are understood by elected officials and staff. Typically, two types of surveys are conducted in alternate years: a citizen/resident survey of households and a business owners survey in the off year. After input is gathered, focus groups may be conducted to further clarify responses and gain greater understanding of the community’s needs and wishes. A typical schedule might be:

Year 1	Year 2	Year 3	Year 4	Year 5
Citizen Survey 	Business Survey  Citizen Focus Groups	Citizen Survey  Business Focus Groups	Business Survey  Citizen Focus Groups	Citizen Survey Business Focus Groups

**Village of North Palm Beach
Project Prioritization Listing
2020 - 2025**

Recommendation 6: Define measurements for Strategic Goals.

After completing the Vision, Mission, and Goals work, staff will begin the process of developing metrics for success. Each Goal will have 1 – 5 overarching measurements that provide accountability and further focus to the goal. Metrics allow you to gauge whether or not your strategy is producing the desired results. It is recommended this process begin in Fiscal 2nd Quarter 2021 (January – March 2021).