OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

# Memorandum

MIAMI-DADE COUNTY

**Date:** December 2, 2008

**To:** Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

**From:** George M. Burgess
County Manager

Agenda Item No. 8(P)(1)(E)

**Resolution No. R-1335-08**

**Subject:** Resolution Authorizing Execution of a Federally Funded Sub-grant Agreement between Miami-Dade County and the State of Florida, Division of Emergency Management to Wind Retrofit 15 Traffic Signal Intersections in the Amount of $1,588,386, for the Cost of Purchasing, Installing and Upgrading to Wind Resistant Mast Arms

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**Recommendation**

It is recommended that the Board of County Commissioners (BCC) approve the attached resolution authorizing execution of a Federally Funded Sub-grant Agreement between Miami-Dade County (MDC) and the State of Florida, Division of Emergency Management (DEM). The agreement establishes the terms and conditions for disbursement of DEM monies in the amount of $1,588,386 to MDC, Public Works Department (PWD) for the cost of purchasing, installing and upgrading 15 traffic signal intersections along MDC maintained roads to current Florida Department of Transportation (FDOT) Standards.

**Scope**

This agreement will provide Countywide benefits as the upgrade of 15 traffic signal intersections have been identified throughout the County.

**Fiscal Impact/Funding Source**

This is a cost-reimbursement agreement. The federal share is 75%, $1,562,069, and PWD, Traffic Signals & Signs Division share is 25%, $520,689 which will derive from Road Impact Fee funds. The total cost of this project is $2,082,758; however, DEM has also granted MDC an additional $26,317 for administrative costs for a total federal participation of $1,588,386.

**Delegation of Authority**

The attached agreement shall expire on June 19, 2011. The resolution authorizes the County Mayor or the County Mayor's designee to execute the agreement and to exercise its modification and cancellation provisions.

**Track Record/Monitor**

In the past, MDC, DEM, and Federal Emergency Management Agency (FEMA), have been successful in hurricane mitigation reimbursement projects and completing repairs and improvements. This agreement and construction project will be monitored by Mr. Robert Williams, Chief, MDC, PWD, Traffic Signals & Signs Division.

**Background**

The proposed agreement is a Hazard Mitigation Grant Program project that will assist MDC in the funding to wind retrofit 15 traffic signal intersections within County maintained roads. The traffic signals to be retrofitted are both span-wire and mast arm types. The span-wire and concrete strain pole signal support system as well as the old mast arms were standard designs for MDC from the 1950's through the mid 1980's. During that period, it was discovered that the new FDOT mast arm designs were the most desirable due to their superior performance during major windstorms.

Assistant County Manager

# MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: December 2, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(P)(1)(E)

**Please note any items checked.**

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(1)(E)
12-2-08

RESOLUTION NO. **R-1335-08**

RESOLUTION AUTHORIZING EXECUTION OF A FEDERALLY FUNDED SUBGRANT AGREEMENT BETWEEN MIAMI-DADE COUNTY, AND THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT TO WIND RETROFIT 15 TRAFFIC SIGNAL INTERSECTIONS IN THE AMOUNT OF $1,588,386 FOR THE COST OF PURCHASING, INSTALLING AND UPGRADING TO WIND RESISTANT MAST ARMS

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA,** that this Board hereby approves the Federally Funded Sub-grant Agreement (Agreement), in substantially the same form attached hereto, between Miami-Dade County (MDC) and the State of Florida, Division of Emergency Management, (DEM) to wind retrofit the MDC, Public Works Department, Traffic Signals and Signs Division in the amount of $1,588,386 for the cost of retrofitting 15 traffic signal intersections to the wind resistant mast-arm system and authorizing the County Mayor or the County Mayor's designee to execute this Agreement and to exercise the provisions contained in said Agreement.

The foregoing resolution was offered by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **Carlos A. Gimenez** and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman **aye**
Barbara J. Jordan, Vice-Chairwoman **aye**

| | | | |
|---|---|---|---|
| Jose "Pepe" Diaz | **absent** | Audrey M. Edmonson | **aye** |
| Carlos A. Gimenez | **aye** | Sally A. Heyman | **aye** |
| Joe A. Martinez | **aye** | Dennis C. Moss | **aye** |
| Dorrin D. Rolle | **aye** | Natacha Seijas | **aye** |
| Katy Sorenson | **aye** | Rebeca Sosa | **aye** |
| Sen. Javier D. Souto | **absent** | | |

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of December, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.
Thomas Goldstein

Contract Number: 09HM-37-11-23-01-029
CFDA Number: 97.039

**FEDERALLY FUNDED SUBGRANT AGREEMENT**

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

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

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

(1) SCOPE OF WORK

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

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

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

(3) PERIOD OF AGREEMENT

This Agreement shall begin on June 20, 2008 and shall end June 19, 2011, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

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

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this



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

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

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

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

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

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

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

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

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

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

of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

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

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

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

The Division at each of the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
**[also send an electronic copy to aurilla.parrish@dca.state.fl.us]**

and

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

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

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

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

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

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
**[also send an electronic copy to aurilla.parrish@dca.state.fl.us]**

and

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

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

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

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

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

(7) REPORTS

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

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

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

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

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

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

(8) MONITORING

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

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

(9) LIABILITY

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

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

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or

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

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

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

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

(11) REMEDIES

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

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of 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 (13) herein;

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

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

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

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

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

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

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

4. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

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

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

(12) TERMINATION

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

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

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

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

(13) NOTICE AND CONTACT

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

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

Ms. Kathleen Marshall, Planning Manager
Bureau of Recovery and Mitigation
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: (850) 922-5944
Fax: (850) 922-1259
Email: kathleen.marshall@em.myflorida.com

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

Mrs. Orky Rodriguez
Finance Division Chief, Public Works Department
Miami-Dade County
111 NW 1 Street, Suite #1610
Miami, Florida 33128
Telephone: (305) 375-2733
Fax: (305) 375-3070
Email: oxr@miamidade.gov

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

(14) SUBCONTRACTS

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

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

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

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

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources
Attachment A – Budget and Scope of Work
Attachment B – Program Statutes and Regulations
Attachment C – Statement of Assurances
Attachment D – Request for Reimbursement
Attachment E – Justification of Advance
Attachment F – Quarterly Report Form
Attachment G – Warranties and Representations
Attachment H – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed $1,588,386.00 subject to the availability of funds. All requests for reimbursement of administrative costs must be accompanied by the back-up documentation evidencing all such administrative costs.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is

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

_____ An advance payment of $_____ is requested.

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

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(18) REPAYMENTS

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

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

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

(19) MANDATED CONDITIONS

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

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is 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 Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

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

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

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

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and

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

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

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

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

Fla. Stat. or the Florida Constitution.

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

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

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

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

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

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat. ) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

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

(20) LOBBYING PROHIBITION

(a) 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.

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an

officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

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

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

(21) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

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

(22) LEGAL AUTHORIZATION

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

(23) ASSURANCES

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

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

**RECIPIENT:** MIAMI DADE COUNTY

BY:_____

Name and title: _____

Date:_____

FID# _____

**STATE OF FLORIDA**

**DIVISION OF EMERGENCY MANAGEMENT**

BY:_____

Name and Title: W. Craig Fugate, Director

Date:_____

# EXHIBIT – 1

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

***NOTE: If the resources awarded to the Recipient are from more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.***

Federal Program: *Federal Emergency Management Agency, Hazard Mitigation Grant*
Catalog of Federal Domestic Assistance Number: *97.039*
Amount of Federal Funding: *$1,588,386.00*

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

***NOTE: If the resources awarded to the Recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.***

Federal Program:
*List applicable compliance requirements as follows:*

1. Recipient is to use funding to perform the following eligible activities; include mitigation projects that will result in protection of public or private property from natural hazards. Eligible projects include, but are not limited to:
    - Acquisition of hazard prone properties
    - Retrofitting of existing buildings and facilities
    - Elevation of flood prone structures
    - Infrastructure protection measures
    - Storm water management improvements
    - Minor structural flood control projects
    - Relocation of structures from hazard prone areas
    - Retrofitting of existing buildings and facilities for shelters
    - Vegetative management/soil stabilization
    - Mitigation Planning Project
    - Other projects that reduce future disaster losses

2. 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.

***NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the Recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the Recipient must comply with specific laws, rules, or regulations that pertain to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.***

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

**Attachment A**

**Budget and Scope of Work**

**Scope of Work**

As a Hazard Mitigation Grant Program project, the Recipient, Miami-Dade County, will provide protection to upgrade the entire Traffic Signal Systems at 13 T Intersections and 2 Non T Intersections located at the addresses listed below in the City of Miami, Florida. All installations will be done in strict compliance with Miami-Dade County Code or ASCE-7 Florida Building Codes Specifications. All materials will be certified to meet the wind and impact standards of the current local codes. The local municipal or county building department will inspect and certify installation according to the manufacture specification, and ensure that the above referenced standards have been met. The hazard mitigation project will be performed at the following locations with the following coordinates and traffic counts:

| Intersection | Site No. | Latitude | Longitude |
|---|---|---|---|
| 1. SE 3rd Ave & SE | 2231 | N:25.77445 | W:80.19222 |
| 2. Andalusia Ave & Galiano St | 2582 | N:25.75833 | W:80.26083 |
| 3. Andalusia Ave & Salzedo St | 2583 | N:25:75805 | W:80.26750 |
| 4. Salzedo St & Valencia Ave | 3206 | N:25:75694 | W:80.26750 |
| 5. SW 16th Ave & SW 6th St | 3546 | N:25.76777 | W:80.22416 |
| 6. Galiano St & Valencia Ave | 4181 | N:25.75722 | W:80.26056 |
| 7. SW 19th Ave & SW 6th St | 4582 | N:25.76749 | W:80.23333 |
| 8. SW 142nd Ave & SW 78th St | 4353 | N:25.70111 | W:80.41222 |
| 9. Washington Ave & 21st St | 3506 | N:25.80666 | W:80.14195 |
| 10. Miller Road & San Amaro Drive | 3882 | N:25.72277 | W:80.29027 |
| 11. NE 23rd Ave & NE 207th St | 4471 | N:25.99388 | W:80.16111 |
| 12. SW 109th Ave & SW 128th St | 4472 | N:25.66083 | W:80.37389 |
| 13.NW 30th Ave & NW 11th St | 4585 | N:25.79388 | W:80.24999 |
| 14. NW 8th St Road & NW 11 St | 2357 | N:25.78416 | W:80.21416 |
| 15. NW 46th St & NW 32nd Ave | 2456 | N:25.82722 | W:80.25861 |

This is FEMA project **1609-93-R**, funded under 1609-DR-FL.

The Period of Performance for this project ends on June 19, 2011.

**Schedule of Work**

| | |
|---|---|
| State Contracting: | 2 Months |
| Planning and Design: | 4 Months |
| Contract Bids: | 5 Months 10 Days |
| Construction: | 24 Months |
| State Final Inspections: | 0 Months 10 Days |
| State Closeout: | 0 Months 10 Days |
| **Total Period of Performance:** | **36 Months** |

**Budget**

**Line Item Budget***

| | Project Cost | Federal Share | Local Share |
|---|---|---|---|
| "Subcontract for Material and Installation of Traffic Signal System": | $2,082,758.00 | $1,562,069.00 | $520,689.00 |
| **Sub-Total:** | $2,082,758.00 | $1,562,069.00 | $520,689.00 |
| Administrative Cost: | $ 0.00 | $ 26,317.00 | $ 0.00 |
| **Total:** | $2,082,758.00 | $1,588,386.00 | $520,689.00 |

** Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

**Funding Summary**

| | |
|---|---|
| Federal Share: | $1,562,069.00 (75%) |
| Local Share: | $ 520,689.00 (25%) |
| **Total Project Cost:** | $2,082,758.00 (100%) |

Recipient Administrative Allowance up to $26,317.00.

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANTS PROGRAM
Obligation Report w/ Signatures



| Disaster No | FEMA Project No | Amendment No | State Application ID | Action No | Supplemental No | State | Grantee |
|---|---|---|---|---|---|---|---|
| 1609 | 93 - R | 0 | 95 | 1 | 121 | FL | Statewide |

Subgrantee: Miami-Dade (County)
Subgrantee FIPS Code: 086-99086

Project Title : MIAMI DADE COUNTY, PUBLIC WORKS TRAFFIC SIGNALS, WIND RETROFIT

| Total Amount Previously Allocated | Total Amount Previously Obligated | Total Amount Pending Obligation | Total Amount Available for New Obligation |
|---|---|---|---|
| $1,562,069 | $1,562,069 | $0 | $0 |

| Project Amount | Grantee Admin Est | Subgrantee Admin Est | Total Obligation | IFMIS Date | IFMIS Status | FY |
|---|---|---|---|---|---|---|
| $1,562,069 | $7,942 | $26,317 | $1,596,328 | 06/16/2008 | Accept | 2008 |

**Comments**

Date: 06/16/2008 User Id: MARTHUR1

Comment: MA approves obligation and submit to HMO for approval

Date: 06/16/2008 User Id: DVANDEW1

Comment: HMO approves obligation

**Authorization**

Preparer Name: MARCELLE ARTHUR Preparation Date: 06/16/2008

HMO Authorization Name: DAVID VANDEWATER HMO Authorization Date: 06/16/2008

Sliding Scale Percentage:

| | | | |
|---|---|---|---|
| up to | $100,000 | = | 3.00% |
| up to | $1,000,000 | = | 2.00% |
| up to | $5,000,000.00 | = | 1.00% |
| Excess | | = | 0.50% |

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FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANTS PROGRAM
Obligation Report w/ Signatures



| Disaster No | FEMA Project No | Amendment No | State Application ID | Action No | Supplemental No | State | Grantee |
|---|---|---|---|---|---|---|---|
| 1609 | 93-R | 0 | 95 | 1 | 121 | FL | Statewide |

Subgrantee: Miami-Dade (County)
Subgrantee FIPS Code: 086-99086

Project Title : MIAMI DADE COUNTY, PUBLIC WORKS TRAFFIC SIGNALS, WIND RETROFIT

**Admin Calculation**

Admin Cost Calculation: Sliding Scale  Calculation Percentage: N/A

Justification:

| Authorizing Official Signature | Authorizing Official Title | Authorization Date |
|---|---|---|
| | MT DR | 6/24/08 |
| Authorizing Official Signature | Authorizing Official Title | Authorization Date |

Sliding Scale Percentage:

| | | | |
|---|---|---|---|
| up to | $100,000 | = | 3.00% |
| up to | $1,000,000 | = | 2.00% |
| up to | $5,000,000.00 | = | 1.00% |
| Excess | | = | 0.50% |

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FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM



Project Management Report

| Disaster Number | FEMA Project Number | Amendment Number | App ID | State | Grantee |
|---|---|---|---|---|---|
| 1609 | 93-R | 0 | 95 | FL | Statewide |

Subgrantee: Miami-Dade (County)
FIPS Code: 086-99086 Project Title : MIAMI DADE COUNTY, PUBLIC WORKS TRAFFIC SIGNALS WIND RETF

## Mitigation Project Description

**Amendment Status :** Approved **Approval Status:** Approved

Project Title : MIAMI DADE COUNTY, PUBLIC WORKS TRAFFIC SIGNALS, WIND RETR

**Grantee :** Statewide **Subgrantee :** Miami-Dade (County)

Grantee County Name : Miami-Dade Subgrantee County Name : Miami-Dade

Grantee County Code : 86 Subgrantee County Code : 86

Grantee Place Name : Miami-Dade (County) Subgrantee Place Name : Miami-Dade (County)

Grantee Place Code : 0 Subgrantee Place Code : 99086

Project Closeout Date : 00/00/0000

## Work Schedule Status

| Amend # | Description | Time Frame | Due Date | Revised Date | Completion Date |
|---|---|---|---|---|---|
| 0 | PLANNING AND DESIGN | 120 DAYS | 00/00/0000 | 00/00/0000 | 00/00/0000 |
| 0 | CONTRACT BIDS | 160 DAYS | 00/00/0000 | 00/00/0000 | 00/00/0000 |
| 0 | CONSTRUCTION | 730 DAYS | 00/00/0000 | 00/00/0000 | 00/00/0000 |
| 0 | STATE CONTRACTING | 85 DAYS | 00/00/0000 | 00/00/0000 | 00/00/0000 |

## Approved Amounts

| Total Approved Net Eligible | Federal Share Percent | Total Approved Federal Share Amount | Non-Federal Share Percent | Total Approved Non-Fed Share Amount |
|---|---|---|---|---|
| $2,082,758 | 75.000000000 | $1,562,069 | 25.00000000 | $520,689 |

## Allocations

| Allocation Number | IFMIS Status | IFMIS Date | Submission Date | FY | ES Support Req ID | ES Amend Number | Proj Alloc Amount Fed Share | Grantee Admin Amount | Subgrantee Admin Amount | Total Alloc Amount |
|---|---|---|---|---|---|---|---|---|---|---|
| 35 | A | 06/13/2008 | 06/12/2008 | 2008 | 1389657 | 25 | $1,562,069 | $7,942 | $26,317 | $1,596,328 |
| | | | | | | Total | $1,562,069 | $7,942 | $26,317 | $1,596,328 |

## Obligations

| Action Nr | IFMIS Status | IFMIS Date | Submission Date | FY | ES Support Req ID | ES Amend Number | Suppl Nr | Project Obligated Amt - Fed Share | Grantee Admin Amount | Subgrantee Admin Amount | Total Obligated Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | A | 06/16/2008 | 06/16/2008 | 2008 | 1504176 | 121 | 121 | $1,562,069 | $7,942 | $26,317 | $1,596,328 |
| | | | | | | | Total | $1,562,069 | $7,942 | $26,317 | $1,596,328 |

# FEDERAL EMERGENCY MANAGEMENT AGENCY
## HAZARD MITIGATION GRANT PROGRAM



**Environmental Report**

| Disaster Number | FEMA Project Number | Amendment Number | App ID | State | Grantee |
|---|---|---|---|---|---|
| 1609 | 93-R | 0 | 95 | FL | Statewide |

Subgrantee Miami-Dade (County)

FIPS Code 086-99086 Project Title : MIAMI DADE COUNTY, PUBLIC WORKS TRAFFIC SIGNALS, WIND RETF

**FEMA Laws/EOs**

| Laws/EOs | Status |
|---|---|
| Coastal Barriers Resources Act (CBRA) | Completed |
| Clean Water Act (CWA) | Completed |
| Coastal Zone Management Act (CZMA) | Completed |
| Endangered Species Act (ESA) | Completed |

**Comment:** No effect to any T & E species or habitat per project description.-MHAIGHT1-11/15/2007 15:56 GMT

| | |
|---|---|
| Fish and Wildlife Coordination Act (FWCA) | Completed |
| National Historic Preservation Act (NHPA) | Completed |

**Comment:** Structures are less than 50 years old per project description.-MHAIGHT1-11/15/2007 15:57 GMT

| | |
|---|---|
| Clean Air Act (CAA) | Completed |
| E.O. 11988: Floodplains | Completed |

**Comment:** The action as described (wind retrofit) has no potential to adversely impact the floodplain. Zones X, AE, AH.-MHAIGHT1-11/15/2007 15:57 GMT

| | |
|---|---|
| E.O. 11990: Wetlands | Completed |
| E.O. 12898: Environmental Justice for Low Income and Minority Populations | Completed |

**FEMA NEPA Process**

**FEMA Status**

Catex - Completed

1 CATEX Type Code

15. Repair, replace, restore, retrofit, upgrade to current codes and standards, or replace a facility (xv)

*If an extraordinary circumstance exists and leads to a significant environmental impact (see 44CFR 10.8 (d) (3)), an Environ.Assesment shall be prepared.*

✓ No Extraordinary Circumstances Requiring an EA.

Documentation Complete 11/15/2007

# FEDERAL EMERGENCY MANAGEMENT AGENCY
## HAZARD MITIGATION GRANT PROGRAM



Environmental Report

| Disaster Number | FEMA Project Number | Amendment Number | App ID | State | Grantee |
|---|---|---|---|---|---|
| 1609 | 93-R | 0 | 95 | FL | Statewide |

Subgrantee: Miami-Dade (County)

FIPS Code: 086-99086 Project Title : MIAMI DADE COUNTY, PUBLIC WORKS TRAFFIC SIGNALS, WIND RETF

**Standard Conditions**

1. Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
2. This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.
3. If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

**Comment:**

This wind retro-fit project, described as upgrading the span wire and old mast traffic signal systems with mast arm support systems at 15 intersections in the Miami-Dade area, is categorically excluded from preparation of an Environmental Assessment per 44CFR Part 10.8(d)(2)(xv) contingent on compliance with noted conditions.

Any changes to the approved mitigation measure or scope of work will require resubmission though the State to FEMA, and will require reevaluation for compliance with the National Environmental Policy Act (NEPA) and Sec. 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project.
-MHAIGHT1-11/15/2007 15:51 GMT

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## Attachment B

## Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Long-term Recovery Guidance; and

(5) All applicable laws and regulations delineated in Attachment C of this Agreement

In addition to the above statues and regulations, the Recipient must comply with the following:

The Recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with the approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. Recipient shall not deviate from the approved project and the terms and conditions of this Agreement. Recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Recipient and any land use permitted by or engaged in by the Recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any federal, state, or local environmental or land use permitting authority, where required. Recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

Recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then Recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project:

1. The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
2. No new structure will be erected on property other than:
   (a) a public facility that is open on all sides and functionally related to a designated open

space;
(b) a restroom; or

3. A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
4. After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
5. If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the Regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process. You are reminded that no construction may occur in this phase, that a full environmental review must be completed prior to funding Phase II.

As a reminder, the Recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

1. For construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13 (c));
2. A change in the scope of work must be approved by FEMA in advance regardless of the budget implications; and
3. The Recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA 60 days prior to the project expiration date.

STATEMENT OF ASSURANCES

The Recipient assures that it will comply with the following statues and regulations, to the extent applicable:

1) 53 Federal Register 8034
2) Federal Acquisition Regulations 31.2 and 031.2
3) Section 1352, Title 31, US Code
4) OMB Circulars A-21, A-87, A-110, A-122
5) Chapter 473, Florida Statutes
6) Chapter 215, Florida Statutes
7) Section 768.28, Florida Statutes
8) Chapter 119, Florida Statutes
9) Section 216.181(6), Florida Statutes
10) Cash Management Improvement Act Of 1990
11) American with Disabilities Act
12) Section 112.061, Florida Statutes
13) Immigration and Nationality Act
14) Section 286.011, Florida Statutes
15) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR,

Part 66, Common rule,

16) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
17) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
18) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
19) 28 CFR applicable to grants and cooperative agreements
20) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
21) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
22) Section 504 of the Rehabilitation Act of 1973, as amended;
23) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
24) 28 CFR Part 42, Subparts C,D,E, and G
25) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

## Attachment C

## Statement of Assurances

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

(a) It possesses legal authority to enter into this Agreement, and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose state above;

(d) All Recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with:

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C.: 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, FS;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 18 USC 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973 as amended, 42 USC 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessability Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR Part 800, and the Preservation of

Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act

(NHPA), 16 U.S.C. 470f, and implementing regulations in 36 CFR part 800.

(4) When any of Recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR 800. (2)(e), the Federal Emergency Management Agency (FEMA) may require Recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, Recipient agrees to participate in consultations to develop, and, after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) Recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation for footings and foundations; and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise Recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery of archeological data from the property.

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

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

(7) Recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not

receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.

(m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C.: 1681-1683 and 1685 - 1686) which prohibits discrimination on the basis of sex;

(n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C.: 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto;

(r) It will comply with the Laboratory Animal Welfare Act of 1966, 7 U.S.C. 2131-2159, pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this agreement;

(s) It will comply with Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 2000c and 42 3601-3619, as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or nation origin;

(t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;

(u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626;

(v) It will comply with the Endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;

(x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;

(y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq;

(aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;

(cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs;

(dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;

(gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and

(hh) It will comply with the Fish and Wildlife Coordination Act of 1958; 16 U.S.C. 661-666.

(ii) With respect to demolition activities, it will:

1. Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

2. Return the property to its natural state as though no improvements had ever been contained thereon.

3. Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

4. Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazards Present
   b. Health Hazards Present
   c. Hazardous Materials Present

5. Provide supervision over contractors or employees employed by Recipient to remove asbestos and lead from demolished or otherwise applicable structures.

6. Leave the demolished site clean, level and free of debris.

7. Notify the Division promptly of any unusual existing condition which hampers the contractors work.

8. Obtain all required permits.

9. Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

10. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

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

12. Provide documentation of public notices for demolition activities.

**Attachment D**

# DIVISION OF EMERGENCY MANAGEMENT

## REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION GRANT PROGRAM FUNDS

RECIPIENT NAME: Miami-Dade County

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

PAYMENT No:_____ DEM Agreement No: 09HM-37-11-23-01-029

FEMA Tracking Numbers: 1609-93-R

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

TOTAL CURRENT REQUEST $_____

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

RECIPIENT SIGNATURE _____

NAME AND TITLE_____ DATE:_____

**TO BE COMPLETED BY DIVISION OF EMERGENCY MANAGEMENT**

APPROVED PROJECT TOTAL $_____

ADMINISTRATIVE COST $ _____ _____ GOVERNOR'S AUTHORIZED REPRESENTATIVE

APPROVED FOR PAYMENT $_____ _____ DATE

**Attachment D**
**(continued)**

# DIVISION OF EMERGENCY MANAGEMENT

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

Applicant: Miami-Dade County

Disaster No. 1609

DEM Agreement No. 09HM-37-11-23-01-029

FEMA Tracking # 1609-93-R

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

**Attachment E**

**JUSTIFICATION OF ADVANCE PAYMENT**

**RECIPIENT:**

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

| [ ] **NO ADVANCE REQUESTED** | [ ] **ADVANCE REQUESTED** |
|---|---|
| No advance payment is requested. Payment will be solely on a reimbursement basis. No additional information is required. | Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance. |

**ADVANCE REQUEST WORKSHEET**

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

| | DESCRIPTION | (A) FFY 2006-2007 | (B) FFY 2007-2008 | (C) FFY 2008-2009 | (D) Total |
|---|---|---|---|---|---|
| 1 | INITIAL CONTRACT ALLOCATION | | | | |
| 2 | FIRST THREE MONTHS CONTRACT EXPENDITURES[1] | | | | |
| 3 | AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.) | | | | |

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

**MAXIMUM ADVANCE ALLOWED CALULATION:**

| _____ | X $ | _____ | = | _____ |
|---|---|---|---|---|
| **Cell D3** | | **HMGP Award (Do not include match)** | | **MAXIMUM ADVANCE** |

**REQUEST FOR WAIVER OF CALCULATED MAXIMUM**

[ ] Recipient has no previous HMGP contract history. Complete Estimated Expenses chart and Explanation of Circumstances below.

[ ] Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above. Complete estimated expenses chart and Explanation of Circumstances below. Attach additional pages if needed.

**ESTIMATED EXPENSES**

| BUDGET CATEGORY | 2008-2009<br>Anticipated Expenditures for First Three Months of Contract |
|---|---|
| ADMINISTRATIVE COSTS | |
| PROGRAM EXPENSES | |
| TOTAL EXPENSES | |

**Explanation of Circumstances:**

**Attachment F**

# DIVISION OF EMERGENCY MANAGEMENT
## HAZARD MITIGATION GRANT PROGRAM

## QUARTERLY REPORT FORM

RECIPIENT: Miami-Dade County  Project Number # 1609-93-R

PROJECT LOCATION: Retrofit  DEM ID #: 09HM-37-11-23-01-029

DISASTER NUMBER: FEMA-1609-DR-FL  QUARTER ENDING: _____

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

July-Sep, 200__$_____ Oct-Dec, 200__$_____ Jan-Mar, 200__$_____ Apr-June, 200__$_____

July-Sep, 200__$_____ Oct-Dec, 200__$_____ Jan-Mar, 200__$_____ Apr-June, 200__$_____

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

Project Proceeding on Schedule: [ ] Yes [ ] No

Describe milestones achieved during this quarter:

_____
_____
_____

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

_____
_____
_____

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

_____
_____
_____

Cost Status: [ ] Cost Unchanged [ ] Under Budget [ ] Over Budget

Additional Comments/Elaboration:

_____
_____
_____

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

Name and Phone Number of Person Completing This Form _____

## Attachment G

## Warranties and Representations

Financial Management

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

(1) Accurate, current and complete disclosure of the financial results of this project or program

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all such assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation..

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

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

Business Hours
The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

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

**Attachment H**

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

**Contractor Covered Transactions**

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

(2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR:

_____

By:_____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

Miami-Dade County
Recipient's Name

09HM-37-11-23-01-029
Division Contract Number