

RESOLUTION NO. 2019 - 53

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFQ NO. 19-14 AND TO EXECUTE AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS.

RECITALS

WHEREAS, the County desires to enter into contract with Osiris 9 Consulting, LLC to provide Professional Engineering Services for Five (5) CDBG-DR Transportation & Drainage Projects which have been identified at five (5) countywide locations which are to be the focus of this contract; these locations are: Armstrong Road, South Orange Street, Oyster Creek Basin, Avenue D, and St. Augustine Boulevard & Cypress Road, in accordance with RFQ No. 19-14; and

WHEREAS, the scope of the services will be to provide any and all labor, materials, equipment, transportation, and supervision necessary for providing Professional Engineering Services for CDBG-DR Transportation & Drainage Projects, in accordance with RFQ No. 19-14; and

WHEREAS, through the County's formal RFQ process, Osiris 9 Consulting, LLC was selected as the highest ranked respondent to enter into contract with the County to perform the work referenced above; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into contract to complete the work services serves a public purpose.

WHEREAS, the contract will be finalized after negotiations but will be in substantial conformance with the attached draft contract.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award RFQ 19-14 to Osiris 9 Consulting, LLC and to conduct negotiations to provide the services set forth therein.

Section 3. Upon successful negotiations, the County Administrator, or designee, is further authorized to execute agreements in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in RFQ 19-14.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 19th day of February, 2019.

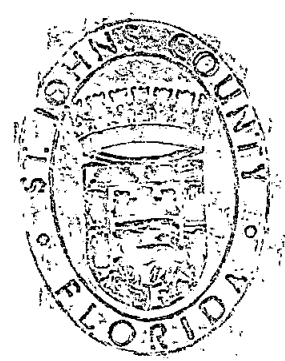
BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Paul M. Waldron
Paul M. Waldron, Chair

**ATTEST: ST. JOHNS COUNTY, FL
CLERK OF COURT: Hunter S. Conrad, Clerk**

By: Sam Halterman
Deputy Clerk

RENDITION DATE 2/21/19





CONTRACT AGREEMENT

RFQ NO: 19-14

Professional Engineering Services for Five (5) CDBG-DR Transportation & Drainage Projects

Master Contract #: _____

This Contract Agreement (Agreement) is made as of this _____ day of _____, 2019, (“Effective Date”) between **St. Johns County, FL** (“County”), a political subdivision of the state of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084, and **Osiris 9 Consulting, LLC** (“Consultant”), authorized to do business in the state of Florida, with mailing address: 8833 Perimeter Park Boulevard, Suite 201; Jacksonville, FL 32216; Phone: (904) 469-0221 Email: Imran.Ghani@osiris9.com.

In consideration of the mutual promises contained herein, the County and the Consultant agree as follows:

ARTICLE 1 – DURATION AND RENEWAL

This Agreement shall become effective upon the date of execution by all parties, as of the Effective Date shown above, and shall be in effect for a contract term of four (4) calendar years, and may be renewed for up to two (2), one (1) year renewal periods. Renewal of this Agreement shall be contingent upon satisfactory performance by the Consultant, mutual agreement by both parties, and the availability of legally appropriated funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to renew this Agreement. It is further expressly understood that the option of renewal is exercisable only by the County, and only upon the County’s determination that the Consultant satisfactorily performed the Services specified in the Contract Documents.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term “Contract Documents” includes the following:

- This Agreement, including any amendment executed as provided in Article 29;
- St. Johns County Request for Qualifications No. 19-14 and all issued Addenda (Exhibit A);
- Community Development Block Grant – Disaster Recovery (CDBG-DR) Required Contract Clauses (Exhibit B);
- Florida Department of Economic Opportunity Agreement # H2338 (Exhibit C);
- Any task order, or any amendment or change order to an issued task order, issued as provided in Article 4 of this Agreement; and
- Any Certificate of Insurance required pursuant to Article 12 of this Agreement.

Any document not identified above is not a Contract Document and does not form part of this Agreement. In interpreting the Contract and resolving any inconsistencies or ambiguities, the main body of this Agreement takes precedence over any of the Exhibits provided above.

ARTICLE 3 - SERVICES

The Consultant’s responsibility under this Agreement is to provide all labor, materials, and equipment necessary to perform the Scope of Work set forth in Part III of St. Johns County Request for Qualifications No: 19-14.

Services provided by the Consultant shall be under the general direction of the respective St. Johns County Department requesting services, or the St. Johns County Purchasing Department, who shall act as the County’s representative during the performance of services under this Agreement.

The Consultant shall provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with applicable federal, state, and local laws and regulations.

The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work, and

materials performed, provided, or furnished by the Consultant. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in such data, studies, and other services, work, and materials resulting from the negligent acts, errors, omissions, or intentional misconduct of the Consultant.

Review, approval, or acceptance by the County of data, studies, reports, memoranda, and incidental professional services, work, and materials furnished by the Consultant under this Agreement shall not relieve the Consultant of responsibility for the adequacy, completeness, and accuracy of its services, work, and materials. Neither the County's review, approval, or acceptance of, nor payment for, any part of the Consultant's services, work, and materials shall be construed to operate as a waiver of any of the County's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

ARTICLE 4 – TASK ORDERS

The Contractor shall not perform any services under this Agreement until a task order for such services has been executed by the Contractor's authorized representative and the County Administrator, or his authorized designee, in accordance with County Purchasing Policy. No Task Order will be issued for over \$200,000.00 unless approved by the Board of County Commissioners or the County Administrator under executive order for a declared event. Any work performed by the Contractor without a fully executed Task Order shall be at the Contractor's Own Risk, and shall be subject to non-payment by the County. All task orders under this Agreement shall be issued on a form provided by the County. The task order shall set forth a description and summary of the services to be performed, the total compensation for satisfactory completion of the work to be performed, and the estimated time for completion of the services. Any amendment to an executed task order shall be in writing and shall be executed by the County Administrator or his authorized designee.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. Compensation for services under this Agreement is contingent upon the execution of a task order as provided in Article 4 prior to the provision of the services by the Consultant.
- B. Compensation for each Task Order shall be based on the method of payment as stated in each Task Order. The Consultant shall submit a cost proposal and scope for each project, in the format, as requested by the County. Compensation for all task orders issued under this Agreement shall either be on a lump sum basis or a not-to-exceed amount accompanied by a project estimate.
- C. It is expressly understood that Consultant is not entitled to the amount of compensation set forth in any given task order. Rather, Consultant's compensation is based upon Consultant's satisfactory completion and delivery of all work product and deliverables noted in each task order.
- D. The Consultant shall bill the County for services satisfactorily performed as provided in each task order. Payment by the County shall be made in compliance with the provisions of the Local Government Prompt Payment Act (Section 218.70, Florida Statutes, et seq.).
- E. Though there is no billing form or format pre-approved by either the County, or the Consultant, invoices submitted by the Consultant shall include a detailed written report of the services accomplished in connection with the Scope of Work. The County may return an invoice from the Consultant, and request additional documentation or information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.

ARTICLE 6 – TERMINATION

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Consultant of such termination without cause.
- B. This Agreement may be terminated by the County with cause upon at least seven (7) calendar days advanced written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 7 – NOTICE OF DEFAULT/RIGHT TO CURE

- A. Should the Consultant fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Consultant, which such notice shall include a timeframe of no fewer than seven (7) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.

- B. It is expressly noted that, should the County issue more than one notice of default to the Consultant within any six consecutive months during the term of this Agreement, such action shall constitute cause for termination of this Agreement.
- C. Consistent with other provisions in this Agreement, Consultant shall be paid for services authorized and satisfactorily performed under this Agreement up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Consultant shall:
 - 1. Stop work on the date to the extent specified.
 - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 - 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
 - 4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 8 – PERSONNEL

The Consultant represents that it has, or shall secure at its own expense, all necessary personnel required to perform the services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with, the County.

All of the services required hereunder shall be performed by the Consultant, or under its supervision. All personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such services.

Any changes or substitutions in the Consultant's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

The Consultant shall provide the designated Key Personnel to perform work under this Agreement, as

follows: Name:	Title:	Phone #:	Email:
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ARTICLE 9 – SUBCONTRACTING

The County reserves the right to approve the use of any sub-consultant, or to reject the selection of a particular sub-consultant, and to inspect all facilities of any sub-consultants in order to make a determination as to the capability of the sub-consultant to perform the work described in the Contract Documents. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a sub-consultant fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the sub-consultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any sub-consultant, vendor, or material supplier based upon prior unsatisfactory performance.

ARTICLE 10 – FEDERAL AND STATE TAX

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall execute a tax exemption certificate submitted by the Consultant. The Consultant shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Consultant that the Consultant shall not be authorized to use the County's Tax Exemption status in any manner.

The Consultant shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Consultant performance under this Agreement.

ARTICLE 11 – AVAILABILITY OF FUNDS

The County's obligations under this Agreement are subject to the availability of lawfully appropriated County funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Agreement, the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that the Consultant cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 12 - INSURANCE

The Consultant shall not commence work under this Agreement until it has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the state of Florida. The Consultant shall furnish proof of insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Consultant has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Consultant of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian
View St. Augustine,
FL 32084

The Consultant shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Consultant or by anyone directly employed by or contracting with the Consultant.

The Consultant shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Consultant shall maintain during the life of the Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Consultant shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Consultant from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by a Consultant.

The Consultant shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as required by the law for all of its employees.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

ARTICLE 13 - INDEMNIFICATION

The Consultant shall indemnify and hold harmless the County and its officers and employees from claims, liabilities, damages, losses, and costs, including court costs, expert witness and professional consultation services, and attorneys' fees, arising out of the Consultant's errors, omissions, or negligence. The Consultant shall not be liable to, nor be required to indemnify the County for, any portions of damages arising out of any error, omission, or negligence of the County or its officers and employees.

ARTICLE 14 - SUCCESSORS AND ASSIGNS

The County and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to

the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Consultant shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

ARTICLE 15 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 16 - CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the County in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Consultant.

The County agrees to notify the Consultant of its opinion by certified mail within 30 days of receipt of notification by the Consultant. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County shall so state in the notification and the Consultant shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Agreement.

ARTICLE 17 - NO THIRD PARTY BENEFICIARIES

Both the County and the Consultant explicitly agree, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 18 - EXCUSABLE DELAYS

Neither party shall be held to be in non-compliance with this agreement, or suffer any enforcement or penalty relating to this agreement, where such non-compliance occurs as the result of a force majeure event. For the purposes of this section, a force majeure event is defined as an event beyond the control and without the fault or negligence of the affected party which could not have been prevented through the exercise of reasonable diligence, including natural disaster (including hurricane, flood, or other acts of nature), strike, riot, war, terrorism or threat of terrorism, or other event that is reasonably beyond either party's ability to anticipate or control. When there is an event of force majeure, the affected party shall immediately notify the other party in writing giving the full particulars of the event of force majeure. The affected party must use reasonable efforts to mitigate the effect of the event of force majeure upon its performance under this agreement. Upon completion of the event of force majeure, the affected party shall resume its performance under this agreement as soon as reasonably practicable. If, due to an event of force majeure, the Consultant is unable to complete the scope of services within the term of this agreement, the term of this agreement may be extended for an amount of time not to exceed the length of the event of force majeure.

ARTICLE 19 - ARREARS

The Consultant shall not pledge the County's credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

Before being eligible for final payment of any amounts due, the Consultant shall deliver to the County all documents and materials prepared by and for the County under this Agreement.

Consultant shall keep all information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, confidential. Such information shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

The County and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 21 - INDEPENDENT CONSULTANT RELATIONSHIP

With respect to the Consultant's performance of all work services and activities under this Agreement, the Consultant shall be an independent consultant, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Consultant's sole direction, supervision, and control.

The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the County shall be that of an independent consultant and not as employees or agents of the County. The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this agreement.

ARTICLE 22 - CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 23 - ACCESS AND AUDITS

The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five days written notice.

ARTICLE 24 - NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 25 - ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Consultant agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Consultant.

ARTICLE 26 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged

dispute,

breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 27 - AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business and that it shall conduct its business activities in a reputable manner at all times.

ARTICLE 28 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 29 - AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Consultant shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue an amended task order as provided in Article 4. The Consultant shall not commence work on any such change until such amended task order has been issued and signed by each of the parties.

ARTICLE 30 - FLORIDA LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be held in St. Johns County, Florida.

ARTICLE 31 - ARBITRATION

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 32 - NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department
Attn: Jaime Locklear, Purchasing Manager
500 San Sebastian View
St. Augustine, FL
32084

and if sent to the Consultant shall be mailed to:

Osiris 9 Consulting, LLC
Attn: Walter Nemecek, P.E., Vice President
8833 Perimeter Park Boulevard, Suite 201
Jacksonville, FL 32216

ARTICLE 33 - HEADINGS

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

ARTICLE 34 -PUBLIC RECORDS

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Consultant's performance under this Contract constitutes an act on behalf of the County, Consultant shall comply with all requirements of Florida's public records law. Specifically, if Consultant is expressly authorized, and acts on behalf of the County under this Agreement, Consultant shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and
 - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the Services.
- C. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.
- D. Failure by the Consultant to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: OCA, ATTN: Public Records Manager, 500 San Sebastian View, St. Augustine, FL 32084, PH: (904) 209-0805, EMAIL: publicrecords@sjcfl.us.

ARTICLE 35 - REVIEW OF RECORDS

As a condition of entering into the Agreement, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Consultant authorizes the County, or any of their authorized representatives to examine, review, inspect, and/or audit the books and records, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in the Agreement. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Consultant agrees to provide the County or their authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. It is specifically noted that Consultant is under no duty to provide access to documentation not related to the Agreement, and/or otherwise protected by County, State, or Federal law.

ARTICLE 36 – USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Consultant may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

ARTICLE 37 – SURVIVAL

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Federal and State Taxes; (2) Insurance; (3) Indemnification; (4) Access and Audits; (5) Enforcement Costs; and (6) Access to Records.

ARTICLE 38 – INCORPORATION OF CDBG-DR REQUIRED CONTRACT CLAUSES

The Consultant’s performance under this Agreement shall be subject to the CDBG-DR Required Contract Clauses attached as Exhibit B hereto, the contents of which are incorporated herein.

ARTICLE 39 – INCORPORATION OF FLORIDA DEO AGREEMENT

The Consultant’s performance under this Agreement shall be subject to terms of Florida Department of Economic Opportunity (agreement # H2338) attached as Exhibit C hereto, the contents of which are incorporated herein.

IN WITNESS WHEREOF, authorized representatives of the County, and Consultant have executed this Agreement on the day and year below noted.

COUNTY:

St. Johns County, FL (Seal)
Full Name

By: _____
(County Representative Signature)

Jaime T. Locklear, MPA, CPPO, CPPB,
FCCM; Purchasing Manager
(Printed Name & Title)

(Date of Execution)

ATTEST:
St. Johns County, FL
Clerk of Courts

By: _____
Deputy Clerk

Date of Execution

LEGALLY SUFFICIENT:

Deputy County Attorney

Date of Execution

CONSULTANT:

Osiris 9 Consulting, LLC (Seal)
Full Legal Company Name

By: _____
(Contractor Representative Signature)

(Printed Name & Title)

(Date of Execution)

**RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES
FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS
Master Contract #: _____**

EXHIBIT "C"

The U.S. Department of Housing and Urban Development has awarded Community Development Block Grant Disaster Recovery (CDBG-DR) funds to Florida Department of Economic Development for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 et seq.) and described in the State of Florida Action Plan for Disaster Recovery. St. Johns County has entered into an agreement with Florida Department of Economic Opportunity (agreement # H2338) to administer these disaster recovery funds. The consultant is bound by all terms of the H2338 agreement attached hereunder as Exhibit C

(separate attachment)

CDBG-DR REQUIRED CONTRACT CLAUSES

1. Equal Employment Opportunity.

a. The contractor agrees to comply with the requirements of Chapter 760, Florida Statutes, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended.

b. If this contract is in excess of \$10,000 and meets the definition of a "federally assisted construction contract" as provided in 41 C.F.R. § 60-1.3, the following shall apply to the contractor's performance under this contract:

- i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action,

including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a

subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

For the purposes of this section, "federally assisted construction contract" means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, "construction work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

2. Davis Bacon Act.

- a. This section applies to all construction contracts in excess of \$2,000.
- b. In accordance with the requirements of the Davis Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction), the contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the contractor shall pay wages not less than once a week.
- c. Award of this contract to the contractor is conditioned upon the contractor's acceptance of the current prevailing wage determination issued by the Department of Labor as provided in the solicitation for this contract.

3. Copeland Anti-Kickback Act.

- a. This section applies to all contracts and subcontracts in excess of \$2,000 for construction or repair.
- b. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Specifically, the contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

- c. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- d. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act.

- a. This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.
- b. As provided in 40 U.S.C. § 3702, and as supplemented by Department of Labor regulations (29 C.F.R. Part 5), the contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- c. The requirements of 40 U.S.C. § 3704, as supplemented by 29 C.F.R. Part 5, shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- d. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- e. In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of \$10 for each calendar day on which such

individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.

- f. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.
- g. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (c) through (f) of this section.

5. Compliance With Clean Air Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided through Community Development Block Grant Disaster Recovery funds.

6. Compliance with Federal Water Pollution Control Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided through Community Development Block Grant Disaster Recovery funds.

7. Debarment and Suspension.

- a. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to the state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

9. Procurement of Recovered Materials.

a. In the performance of this contract, the contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery Act. The contractor shall make maximum use of products containing recovered materials that are EPA- designated items, as set forth in 40 C.F.R. Part 247, Subpart B, unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

b. The requirements of this section apply to the purchase or acquisition of any procurement item where the purchase price of the item exceeds \$10,000 or where the quantity of such item or of any functionally equivalent item purchased or acquired in the course of the previous fiscal year is \$10,000 or more.

10. Section 3 Clause.

a. The work to be performed under this agreement is a project assisted under a program providing direct federal financial assistance from the U.S. Department of Housing and Urban Development (HUD) and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities to low- and very low-income persons residing in the metropolitan area in which the project is located.

b. The parties to this agreement agree to comply with the requirements of 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this agreement, the parties certify that they are under no impediment what would prevent them from complying with these requirements.

c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advertising the contractor's commitments under this Section 3 clause. The contractor shall post copies of this notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each position, and the anticipated date the work shall begin.

d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with the regulations set forth in 24 C.F.R. Part 135 and agrees to take appropriate action, as provided in the applicable provision of the subcontract, or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations set forth in 24 C.F.R. Part 135. The contractor shall

not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.

f. Noncompliance with the regulations set forth in 24 C.F.R. part 135 may result in sanctions, termination of this agreement for default, and debarment or suspension from future HUD-assisted contracts.

g. With respect to work performed in connection with Section 3-covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this agreement. Section 7(6) requires that to the greatest extent feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

11. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that this contract is funded entirely or in part by Community Development Block Grant Disaster Recovery funds. The contractor will comply will all applicable federal law, regulations, executive orders, and Department of Housing and Urban Development policies, procedures, and directives, including, but not limited to:

- a. The Housing and Community Development Act of 1974, as amended;
- b. Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155), as amended;
- c. Section 18 of the Small Business Act (14A U.S.C. § 647), as amended;
- d. 44 C.F.R. § 206.191 (Duplication of Benefit), as amended;
- e. Federal Register, Vol. 76, No. 221, November 16, 2011 (76 FR 71060): Clarification of Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees;
- f. Public Law 114-223: Continuing Appropriations Act, 2017;

- g. Public Law 114-254: Further Continuing and Security Assistance Appropriations Act, 2017;
- h. HUD Federal Register Notice published at 81 FR 83254 dated November 21, 2016;
- i. HUD Federal Register Notice published at 82 FR 5591 dated January 18, 2017; and
- j. HUD Federal Register Notice published at 82 FR 36812 dated August 7, 2017.

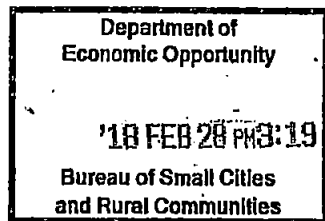
12. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

13. Fraud and False or Fraudulent or Related Acts.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**State of Florida
Department of Economic Opportunity**



Res 2018-58

**Federally-Funded
Community Development Block Grant
Disaster Recovery (CDBG-DR) Program Subgrant Agreement**

THIS AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as "DEO"), and St. Johns County, Florida, hereinafter referred to as the "Subrecipient" (each individually a "Party" and collectively "the Parties").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to Public Law (P.L.) 114-254, the "Further Continuing and Security Assistance Appropriations Act, 2017" and P.L. 115-31, the "Consolidated Appropriations Act, 2017, (hereinafter jointly referred to as the "Appropriation Acts"), and the "Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees", 81 Fed. Reg. 224 (November 21, 2016); 82 Fed. Reg. 11 (January 18, 2017); and 82 Fed. Reg. 150 (August 7, 2017) (hereinafter collectively referred to as the "Federal Register Guidance"), the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") has awarded Community Development Block Grant Disaster Recovery (CDBG-DR) funds to DEO for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 *et seq.*) and described in the State of Florida Action Plan for Disaster Recovery (hereinafter referred to as the "Action Plan"). DEO is hereinafter referred to from time to time as "Grantee".

WHEREAS, CDBG-DR funds made available for use by the Subrecipient under this Agreement constitute a subaward of the Grantee's Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations, and the terms and conditions of DEO's Federal award.

WHEREAS, the Subrecipient has legal authority to enter into this Agreement pursuant to Subrecipient's adoption by its governing body of the Resolution 2018-58 [insert resolution, motion, or similar action] dated 2/20/18 authorizing the Subrecipient to enter into this Agreement with DEO. By signing this Agreement, Subrecipient represents and warrants to DEO that it will comply with all the requirements of the subaward described herein.

WHEREAS, the aggregate use of CDBG-DR funds shall principally benefit low- and moderate-income persons in a manner that ensures at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons.

NOW THEREFORE, DEO and the Subrecipient agree to the following:

- (1) **Scope of Work.** The Scope of Work for this Agreement includes Attachment A, Project Description and Deliverables. With respect to Attachment B Project Budget and Attachment C Activity Work Plan, Subrecipient shall submit to DEO such Attachments in conformity with the current examples attached hereto

as necessary and appropriate; Provided, further, that if there is a disagreement between the Parties with respect to the formatting and contents of such attachments, then DEO's decisions with respect to same shall prevail, at DEO's sole and absolute discretion.

(2) **Incorporation of Laws, Rules, Regulations, and Policies.** The Subrecipient agrees to abide by all applicable State and Federal laws, rules, and regulations, including but not necessarily limited to, the Federal laws and regulations set forth at 24 CFR 570.

(3) **Period of Agreement.** This Agreement begins upon execution by both Parties (the "Effective Date") and ends sixty (60) months after execution by DEO, unless otherwise terminated as provided in this Agreement. DEO shall not grant any extension of this Agreement unless the Subrecipient provides justification satisfactory to DEO in its sole discretion, and DEO's Director of the Division of Community Development approves such extension.

(4) **Modification of Agreement.** Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Subrecipient, constitutes a request to negotiate the terms of this Agreement and DEO may accept or reject any proposed modification based on DEO's determination and sole and absolute discretion, that any such acceptance or rejection is in the State's best interest.

(5) **Records.**

(a) The Subrecipient's performance under this Agreement shall be subject to 2 C.F.R. part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of the Subrecipient's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Subrecipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Subrecipient will provide to DEO all necessary and appropriate financial and compliance audits in accordance with Paragraph (6) titled "Audit Requirements" and Attachments J and K herein, and ensure that all related party transactions are disclosed to the auditor.

(e) The Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors, and consultants paid from funds under this Agreement, for a period of six (6) years from the date DEO issues the final closeout (as defined in Rule 73C-23.0031(18), F.A.C.) for this award. The Subrecipient shall also comply with the provisions of 24 CFR 570.502(a)(7)(ii). The Subrecipient shall further ensure that audit working papers are available upon request for a period of six (6) years from the date DEO issues the final closeout of this Agreement, unless extended in writing by DEO. The six-year period may be extended for the following reasons:

1. Litigation, claim or audit initiated before the six-year period expires extends beyond the six-year period, in which case 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 \$1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.

3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

(f) The Subrecipient shall maintain all records and supporting documentation for the Subrecipient and for all subrecipients, contractors, subcontractors, and consultants 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 Scope of Work and all other applicable laws and regulations.

(g) The Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) the Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects, or programs. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, in Subparagraph (21)(e), Repayments.

(h) The Subrecipient, including all of its employees or agents, subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(i) The Subrecipient shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

(6) Audit Requirements

(a) The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. part 200 if it expends seven hundred fifty thousand dollars (\$750,000) or more in Federal awards from all sources during its fiscal year.

(b) Within sixty (60) calendar days of the close of the fiscal year, on an annual basis, the Subrecipient shall electronically submit a completed Audit Compliance Certification, a blank version of which is attached hereto as Attachment K, to audit@deo.myflorida.com. The Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Subrecipient. This form is in addition to the Audit Certification Memo, Form SC-47, that must be sent to DEO if an audit is not required because the local government spent less than seven hundred fifty thousand dollars (\$750,000) in Federal funds during the fiscal year.

(c) In addition to the submission requirements listed in Attachment J titled "Audit Requirements", the Subrecipient shall send an electronic copy of its audit report or an Audit Certification Memo, Form SC-47, to DEO's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-DR subgrant. The forms referenced in this Agreement are available online at www.FloridaJobs.org/CDBGRecipientInfo or upon request from DEO's grant manager for this Agreement. (d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 CFR 200.512, when such provisions are applicable to this Agreement.

(7) Reports. The Subrecipient shall provide DEO with all reports and information set forth in Attachment H titled "Reports". The monthly reports and administrative closeout reports must include the current status and progress of the Subrecipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement. Upon request by DEO, the

Subrecipient shall provide additional program updates or information. If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are properly completed, or DEO may take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

(8) Inspections and Monitoring

(a) The Subrecipient shall permit the Grantee and auditors to have access to the Subrecipient's records and financial statements as necessary for the Grantee to meet the requirements of 2 C.F.R. part 200.

(b) The Subrecipient must submit to monitoring of its activities by the Grantee as necessary to ensure that the subaward is used for authorized purposes in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

(c) This review must include: (1) reviewing financial and performance reports required by the Grantee; (2) following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the Grantee as detected through audits, on-site reviews, and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from the Grantee as required by 2 C.F.R. §200.521.

(d) Corrective Actions:

The Grantee may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Grantee may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the pass-through entity as detected through audits, on-site reviews, and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance, or provide training and technical assistance as needed to correct noncompliance.

(9) Duplication of Benefits. The Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Acts. The Subrecipient must comply with HUD's requirements for duplication of benefits, imposed by the Federal Register Guidance. The Subrecipient shall carry out the activities under this Agreement in compliance with DEO's procedures to prevent duplication of benefits

(10) Liability.

(a) If the Subrecipient is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) The Subrecipient further agrees to assume sole responsibility, training, and oversight of the parties it deals with or employs to carry out the terms of this Agreement and, to the extent set forth in Section 768.28, Florida Statutes, shall hold DEO harmless against all claims of whatever nature by third parties arising from the work and services performed under this Agreement. Nothing herein shall be construed as consent by the Subrecipient to be sued by third parties in any matter arising out of any agreement, subrecipient agreement, contract, or subcontract

(c) If the Subrecipient is a state agency or subdivision, as defined in section 768.28, F.S., then the Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against DEO, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. 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 agreement, subrecipient agreement, contract, or subcontract.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by DEO or the Subrecipient.

(11) **Events of Default.** If any of the following events occur ("Events of Default"), DEO may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (12) Remedies, or pursue any remedy at law or in equity, without limitation:

(a) Any warranty or representation is made by the Subrecipient, in this Agreement, or any previous agreement with DEO, is or becomes false or misleading in any respect, or if the Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with DEO, and/or has not cured them in timely fashion, and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;

(b) Any material adverse change occurs in the financial condition of the Subrecipient at any time during the term of this Agreement and the Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by DEO;

(c) The Subrecipient fails to submit any required report, or submits any required report with incorrect, incomplete, or insufficient information, or fails to submit additional information as requested by DEO;

(d) The Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including attending DEO's Implementation Workshop.

The Parties agree that in the event DEO elects to may make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.

(e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Subrecipient believes is excusable under this paragraph, Subrecipient shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs

and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

(12) Remedies. If an Event of Default occurs, DEO shall provide thirty (30) calendar days written notice to the Subrecipient and if the Subrecipient fails to cure within those thirty (30) calendar days DEO may choose to exercise one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement upon twenty-four (24) hour written notice by DEO sent in conformity with Paragraph (16) Notice and Contact;
- (b) Begin any 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) Demand that the Subrecipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule, or regulation governing the use of the funds; and
- (e) Exercise any corrective or remedial actions, including but not limited to:
 1. Requesting additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
 2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
 3. Advising the Subrecipient to suspend, discontinue, or refrain from incurring costs for any activities in question.

Pursuit of any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement, or failure by DEO to require strict performance does not affect, extend, or waive any other right or remedy available or affect the later exercise of the same right or remedy by DEO for any other default by the Subrecipient.

(13) Dispute Resolution. DEO shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same on the Subrecipient. All decisions are final and conclusive unless the Subrecipient files a petition for administrative hearing with DEO within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in chapter 120, F.S., is an absolute condition precedent to the Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in chapter 120, F.S..

(14) Citizen Complaints. The goal of the State is to provide an opportunity to resolve complaints in a timely manner, usually within fifteen (15) business days as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines, and websites will include details on the right to file a complaint or appeal, and the process for filing a complaint or beginning an appeal.

Applicants are allowed to appeal program decisions related to one of the following activities:

- (a) A program eligibility determination;
- (b) A program assistance award calculation; and
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal through the Disaster Recovery email at CDBG-DR@deo.myflorida.com or submit by postal mail to the following address:

Attention: Chief, Community Disaster Recovery
Florida Department of Economic Opportunity
107 East Madison Street
The Caldwell Building, MSC 160 Tallahassee, Florida 32399

DEO will handle citizen complaints by conducting:

- (a) Investigations as necessary;
- (b) Resolution; or
- (c) Follow-up actions.

If the complainant is not satisfied by the Subrecipient's determination or DEO's response, then the complainant may file a written appeal by following the instructions issued in the letter of response. If at the conclusion of the appeals process the complainant has not been satisfied with the response, a formal complaint may then be addressed directly to the regional Department of Housing and Urban Development (HUD) at:

Department of Housing & Urban Development
Charles E. Bennett Federal Building
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

The Florida Disaster Recovery Program operates in accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

(15) Termination.

- (a) DEO may suspend or terminate this Agreement for cause upon twenty-four (24) hour written notice, from the date notice is sent by DEO. Cause includes, but is not limited to the Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives, or laws; failure, for any reason, to timely and/or properly perform any of the Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect; and refusal to permit public access to any document, paper, letter, or other material subject to disclosure under law, including chapter 119, F.S., as amended. The aforementioned reasons for Termination are listed in the immediately preceding sentence for illustration purposes but are not limiting DEO's sole and absolute discretion with respect to DEO's right to terminate this Agreement. In the event of suspension or termination, the Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.
- (b) DEO may unilaterally terminate this Agreement, in whole or in part, for convenience by providing the Subrecipient fourteen (14) days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the

portion of the award which will not accomplish the purpose for which the award was made. The Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, the Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

- (c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.
- (d) In the event that this Agreement is terminated, the Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date the Subrecipient has received the notification of termination. The Subrecipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after the Subrecipient's receipt of the termination notice. The Subrecipient shall not be relieved of liability to DEO because of any breach of the Agreement by the Subrecipient. DEO may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due DEO from the Subrecipient is determined.
- (e) Upon expiration or termination of this Agreement the Subrecipient shall transfer to DEO any CDBG-DR funds on hand at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-DR funds.
- (f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to the subrecipient in the form of a loan) in excess of \$25,000 must either:
 - 1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
 - 2. If not used to meet a national objective, Subrecipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for the acquisition or improvement of the property, for five years after expiration or termination of this Agreement.
- (g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(16) Notice and Contact.

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

Robin Grantham, Government Operations Consultant II
CDBG-Disaster Recovery Program
Department of Economic Opportunity
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508
Telephone: (850) 717-8426 – Fax: (850) 922-5609
Email: Robin.Grantham@deo.myflorida.com

- (c) The name and address of the Local Government Project Contact for this Agreement is:

Joseph Giammanco
St. Johns County Board of County Commissioners
500 San Sebastian View

St. Augustine, Florida, 32084
Telephone: (904) 209-0152 - Fax: (904) 209-0153
Email: jgiammanco@sjcfl.us

(d) If 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 stated in (16) above.

(17) **Contracts.** If the Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract template, and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to DEO for prior written approval. For each contract, the Subrecipient shall report to DEO as to whether that contractor, or any subcontractors hired by the contractor, is a minority vendor, as defined in section 288.703, F.S. The Subrecipient shall comply with the procurement standards in 2 C.F.R. §200.318 - §200.326 when procuring property and services under this Agreement (refer to Attachment D).

The Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

- (a) the period of performance or date of completion;
- (b) the performance requirements;
- (c) that the contractor is bound by the terms of this Agreement;
- (d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
- (e) that the contractor shall hold DEO and the Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
- (f) the obligation of the Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 C.F.R. 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, and performance bonds, if applicable, and liquidated damages.

The Subrecipient must ensure all contracts and agreements clearly state the period of performance or date of completion and incorporate performance requirements.

The Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this Agreement.

(18) **Terms and Conditions.** This Agreement contains all the terms and conditions agreed upon by the Parties.

(19) **Attachments.**

- (a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- (b) This Agreement contains the following attachments:
 - Attachment A – Project Description and Deliverables
 - Attachment B – Project Budget (Example)
 - Attachment C – Activity Work Plan (Example)

Attachment D – Program and Special Conditions
Attachment E – *[Intentionally Deleted]*
Attachment F – State and Federal Statutes, Regulations, and Policies
Attachment G – Civil Rights Compliance
Attachment H – Reports
Attachment I – Warranties and Representations
Attachment J – Audit Requirements
 Exhibit 1 to Attachment J – Funding Sources
Attachment K – Audit Compliance Certification
Attachment L – eCDBG Access Authorization Form

(20) Funding/Consideration.

(a) The funding for this Agreement shall not exceed \$45,837,520 subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature, and subject to any modification in accordance with chapter 216 F.S., or the Florida Constitution.

(b) DEO will provide funds to the Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, the Subrecipient agrees to comply with all terms, conditions, assurances, restrictions, or other instructions listed in the NFA.

(c) By execution of this Agreement, the Subrecipient certifies that necessary written administrative procedures, processes, and fiscal controls are in place for the operation of its CDBG-DR program for which the Subrecipient receives funding from DEO. These written administrative procedures, processes, and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance, and the terms of this Agreement. The Subrecipient agrees to comply with all the terms and conditions of Attachment D titled "Program and Special Conditions".

(d) The Subrecipient shall expend funds only for allowable costs and eligible activities, and in accordance with the Scope of Work.

(e) The Subrecipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Subrecipient set forth on the eCDBG Access Authorization Form, Attachment L, to this Agreement, must approve the submission of each Request for Funds ("RFF") on behalf of the Subrecipient.

(f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG funds.

(g) 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 Budget, the Florida Legislature, the State Chief Financial Officer, or under Subparagraph (20)(i), Mandated Conditions, of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate and the Recipient shall submit its administrative closeout report and subgrant agreement closeout package within thirty (30) calendar days from receipt of notice from DEO.

(h) The Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by the Subrecipient. The Subrecipient shall send an employee or an elected official representative to DEO's Implementation Workshop in order to receive training and/or information pertaining to the practical implementation of this Agreement. DEO shall reimburse the travel costs of the representative in accordance with section 112.061, F.S..

(21) Repayments.

(a) The Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. The Subrecipient shall ensure that its subrecipients, contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

(b) In accordance with section 215.971, F.S., the Subrecipient shall refund to DEO any unobligated funds which have been advanced or paid to the Subrecipient.

(c) The Subrecipient shall refund to DEO any funds paid in excess of the amount to which the Subrecipient or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.

(d) The Subrecipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 C.F.R. § 570.483(b), (c) and (d); provided, however, the Subrecipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines the Subrecipient is at fault for the ineligibility of the activity in question.

(e) The Subrecipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Subrecipient, within thirty (30) calendar days from Subrecipient's receipt of notification of such non-compliance.

(f) In accordance with section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Subrecipient shall pay to DEO a service fee of \$15.00, or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity
Community Development Block Grant Programs Cashier
107 East Madison Street - MSC 400
Tallahassee, Florida 32399-6508

(22) Mandated Conditions.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient with respect to this Agreement, in this Agreement, in any later submission or response to a DEO request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated herein by reference.

(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. The Parties explicitly waive any right to jury trial.

(c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from, and shall not invalidate, any other provision of this Agreement.

(d) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

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

(f) The Subrecipient shall comply with all applicable local, state, and federal laws, including the Americans With Disabilities Act of 1990, as amended; the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C.

§ 12101 *et seq.*) and , which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services, and telecommunications.

(f) Pursuant to section 287.133(2)(a), F.S., a person or affiliate, as defined in section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(g) Pursuant to section 287.134(2)(a), F.S., an entity or affiliate, as defined in section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 any public entity; and may not transact business with any public entity. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(h) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(i) Any bills for travel expenses shall be submitted and reimbursed in accordance with section 112.061, F.S., the rules promulgated thereunder, and 2 C.F.R. § 200.474.

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

(k) The Subrecipient hereby acknowledges that the Subrecipient is subject to Florida's Government in the Sunshine Law (section 286.011, F.S.) with respect to the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. The Subrecipient hereby agrees that all such aforementioned 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, F.S..

(l) The Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(23) Lobbying Prohibition.

(a) No funds or other resources received from DEO 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 Subrecipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. The Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Paragraph (22), above. 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 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

(24) **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 Subrecipient to the State of Florida.

(a) If the Subrecipient has a pre-existing patent or copyright, the Subrecipient 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 Subrecipient shall refer the discovery or invention to DEO 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 Subrecipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Subrecipient to the State of Florida.

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

(25) **Legal Authorization.**

(a) The Subrecipient 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 Subrecipient certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind the Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) The Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation, or any other legal or financial condition that would in any way prohibit, restrain, or diminish the Subrecipient's ability to satisfy its Agreement obligations. The Subrecipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(26) Public Record Responsibilities.

(a) In addition to the Subrecipient's responsibility to directly respond to each request it receives for records in conjunction with this Agreement and to provide the applicable public records in response to such request, the Subrecipient shall notify DEO of the receipt and content of all such requests by sending an email to PRRequest@deo.myflorida.com within one (1) business day from receipt of the request.

(b) The Subrecipient shall keep and maintain public records required by DEO to perform the Subrecipient's responsibilities hereunder. The Subrecipient shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by chapter 119, F.S., or as otherwise provided by law. The Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by the Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, section 24(a) of the Florida Constitution and section 119.07(1), F.S. For records made or received by the Subrecipient in conjunction with this Agreement, the Subrecipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. For all such requests for records that are public records, as public records are defined in section 119.011, F.S., the Subrecipient shall be responsible for providing such public records per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by the Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, the Subrecipient is a "contractor" as defined in section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), the Subrecipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement, or keep and maintain public records required by DEO to perform the service. If the Subrecipient-contractor transfers all public records to the public agency upon completion of the Agreement, the Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, the Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with chapters 119 and 257, F.S. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify the Subrecipient-contractor of the request as soon as practicable, and the Subrecipient-contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If the Subrecipient-contractor does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Subrecipient-contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.

(f) The Subrecipient shall notify DEO verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in the Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. The Subrecipient shall cooperate with

DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession, or otherwise protect the State's rights and the data subject's privacy.

(g) The Subrecipient acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents the Subrecipient submits to DEO under this Agreement constitute public records under Florida Statutes. The Subrecipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.

(h) If the Subrecipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by the Subrecipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as the Subrecipient's waiver of a claim of exemption. The Subrecipient shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Subrecipient-contractor does not transfer the records to DEO upon completion, including termination, of the Agreement.

(i) IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

(j) To the extent allowable by law, the Subrecipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, contractors, and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the Subrecipient, its agents, employees, partners, subrecipients, contractors, or subcontractors, provided, however, that the Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but the not obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

(l) The Subrecipient shall comply with the requirements set forth in section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. The Subrecipient shall amend each of the Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part

with any public funds. DEO may terminate this Agreement if the Subrecipient does not comply with this provision.

(27) Employment Eligibility Verification.

(a) Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require the Subrecipient to:

1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subrecipient during the Agreement term; and,

2. Include in all contracts under this Agreement the requirement that contractors, subcontractors, consultants and subrecipients performing work or providing services pursuant to this Agreement use the E-Verify system to verify the employment eligibility of all new employees hired by the contractors, subcontractors, consultants and subrecipients during the term of the contract.

(b) The Department of Homeland Security's E-Verify system can be found at:

<http://www.uscis.gov/e-verify>

(c) If the Subrecipient does not have an E-Verify MOU in effect, the Subrecipient must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

(28) Program Income.

(a) The Subrecipient shall report to DEO all program income (as defined at 24 C.F.R. § 570.500(a) or in the Federal Register Guidance governing the CDBG-DR funds) generated by activities carried out with CDBG-DR funds made available under this Agreement as part of the Subrecipient's Quarterly Progress Report, Form SC-65. The Subrecipient shall use program income in accordance with the applicable requirements of 2 C.F.R. part 200, 24 C.F.R. part 570.504, F.S., chapter 73C-23.0051, F.A.C., and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to DEO. Program income generated prior to closeout shall be returned to DEO unless the program income is used to fund additional units of CDBG-DR activities, specified in a modification to this Agreement, and duly executed prior to administrative closeout.

(29) National Objectives

All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG program's National Objectives.

The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

- (a) Projects must primarily address unmet housing needs;
- (b) Projects must primarily serve LMI populations; and
- (c) Projects for infrastructure must support LMI housing.

(30) Independent Contractor.

a) In the Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that the Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment

relationship between DEO and the Subrecipient, its employees, subcontractors, or agents. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

(b) The Subrecipient, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida.

(c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. DEO shall not be responsible to hire, supervise, or pay Subrecipient's employees. Neither the Subrecipient, nor its officers, agents, employees, subcontractors, or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) The Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer, or partner of the State of Florida.

(e) Unless justified by the Subrecipient, and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the Subrecipient or its subcontractor or assignee.

(f) DEO shall not be responsible for withholding taxes with respect to the Subrecipient's use of funds under this Agreement. The Subrecipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Subrecipient shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) The Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

(h) Notwithstanding the provisions of Paragraph (20) (h) herein with respect to DEO's Implementation Workshop, DEO shall not provide any training to Subrecipient, its employees, assigns, agents, representatives or subcontractors in the professional skills necessary to perform the work services required by the Agreement.

State of Florida
Department of Economic Opportunity
Federally Funded Subgrant Agreement
Signature Page

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and in the attachments and exhibits hereto, the Parties have caused this Agreement to be executed by their duly authorized undersigned officials on the day, month, and year last written below.

St. Johns County, Florida

Florida Department of Economic Opportunity

By: [Signature]
(Authorized Signature)

Date: 2-23-18

By: [Signature]
(Authorized Signature)

Date: 3-1-18

Name: Michael D. Wanchick

Name: Julie A. Dennis Chris Perry

Title: County Administrator

Title: Director, Division of Community Development CHIEF OF STAFF

Federal Tax ID#: 596000825-008

DUNS#: 073236739

LEGALLY SUFFICIENT

[Signature]
Name
Date: 2/23/18

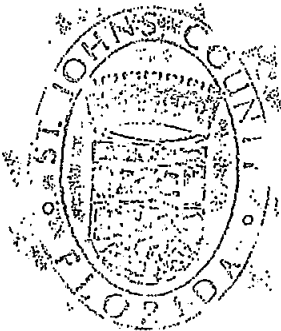
Approved as to form and legal sufficiency,
subject only to the full and proper execution
by the Parties

Office of the General Counsel

Department of Economic Opportunity

By: [Signature]

Approved Date: 3/1/18



ST JOHNS COUNTY

MAR 06 '18

PURCHASING

Attachment A – Project Description and Deliverables

I. Project Description

The U.S. Department of Housing and Urban Development (HUD) allocated Community Development Block Grant Disaster Recovery (CDBG-DR) funds to the State of Florida to be distributed in the Federal Emergency Management Agency (FEMA) declared counties impacted by Hurricanes Hermine and Matthew for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 et seq.) and described in the State of Florida Action Plan for Disaster Recovery.

St. Johns County will use CDBG-DR funds to principally benefit low- and moderate-income persons in a manner that ensures that at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons. Funds will be used for economic revitalization and infrastructure activities, and identify how any remaining unmet housing needs will be addressed or how its economic revitalization and infrastructure activities will contribute to the long-term recovery and restoration of housing in the most impacted and distressed areas.

St. Johns County will conduct all program design and implementation services necessary to mobilize and launch its production implementation systems to support programs and projects to help people, properties and communities recover from storm related damage due to Hurricanes Hermine and/or Matthew. St. Johns County will offer a range of services including, a Housing Program, Public Facilities Program and Infrastructure Program.

A. Housing Program

1. Homeowner Services Project

St. Johns County will mobilize and launch a Homeowner Services Project to help owner-occupants of one (1) to four (4) unit residential properties recover from storm related damage due to Hurricanes Hermine and/or Matthew. The range of services offered includes the following range of eligible CDBG DR activities:

- a. Repair and Elevation;
- b. Reconstruction of properties that were substantially damaged from the storm and where repair is no longer cost reasonable;
- c. Replacement of Manufactured Houses that were substantially damaged from the storm and where repair is no longer cost reasonable;
- d. Temporary Relocation of homeowners (and if necessary tenants) while repairs or reconstruction is completed, in compliance with the Uniform Relocation Act (URA);
- e. Mortgage Payment Assistance to help homeowners in financial distress minimize their exposure to foreclosure and reduce the risk of homelessness due to the storm; and
- f. Buyout and Acquisition for Redevelopment Pilot Programs.

St. Johns County estimates the Homeowner Services Project will meet the Low- and Moderate-Income National Objective by serving at least 70% LMI households. The 30% balance served will meet the Urgent Need National Objective.

2. State Road 207 Supportive Housing Initiative PUD Rental Housing Project

St. Johns County will invest CDBG-DR funds to develop up to 80 units of new construction rental housing serving people who earn low-income in the Supportive Housing Initiative Planned Unit Development (SHI

PUD) located at a 13.53-acre site accessed directly from State Road 207. The project will meet the LMI household National Objective. The eligible activity is Housing Construction.

B. Public Facilities Program: State Road 207 Unified Service Center

St. Johns County will invest CDBG-DR funds to develop an integrated social services public facility serving Low and Moderate-Income Vulnerable Populations such as those experiencing homelessness and/or at risk of homelessness in St. Johns County. The Unified Service Center will be developed in the Supportive Housing Initiative Planned Unit Development (SHI PUD) located at a 13.53-acre site accessed directly from State Road 207. The PUD calls for a mixed-use campus style development construction of two (2) separate buildings for social services delivery and offices which will include a large open space that can serve as an Emergency Shelter for larger at-risk populations during dangerous storms or inclement weather as well as five (5) residential apartment buildings for up to 80 units, with associated parking, sidewalks, park and open space areas and storm water ponds.

The Unified Services Center will include administrative and supportive services, including, but not limited to, kitchen/cafeteria facilities, offices, meetings rooms, temporary emergency shelter, and medical and social service space related to the project mission, such as food pantry, medical clinic, dental clinic, and similar uses that may be provided to serve the planned permanent supportive housing and population that may require such services. The open space of the kitchen/cafeteria area can convert to temporary emergency shelter for the larger at-risk community in St. Johns County during dangerous storms or inclement weather.

C. Infrastructure Program

1. Infrastructure Recovery Program. St. Johns County will mobilize and launch an Infrastructure Recovery Program to assist in the recovery from storm related damage due to Hurricanes Hermine and/or Matthew.
 - a. The range of services offered shall include:
 1. Roadway Reconstruction/Repair – Reconstructing/repairing of County roadway substantially damaged from the storm.
 2. Storm-sewer conveyance capacity improvements – Increasing the capacity of existing storm-sewer infrastructure (culverts) that were inadequate based on flooding during the storm event.
 3. Storm water and drainage improvements – Increasing the capacity of existing storm water and drainage infrastructure that was inadequate based on flooding during the storm event. This includes construction of new storm water ponds and/or storm water pump systems.
 4. Replacement of sanitary sewer pipes – Replacement of gravity sanitary sewer pipes damaged during the storm event.
 5. In-place repair sanitary sewer pipes – In-place repair via sliplining/waterproofing of gravity sanitary sewer pipes that were damaged during the storm event.
 6. Sanitary Sewer Pump Stations – Repair of sanitary sewer pump stations damaged during the storm event.
 - b. The schedule of projects for Tranche #1 of the CDBG Disaster Recovery Subrecipient Agreement between Florida DEO and St. Johns County includes:
 1. Armstrong Drainage
 2. Hastings Phase I Sewer
 3. Hastings Phase II Sewer
 4. N. Rodriguez Drainage

5. Orange St Drainage
6. Avenue D Drainage
7. St. Augustine - Lake Maria Sanchez HMGP Match Drainage
8. St. Augustine Blvd & Cypress Rd Drainage

II. St. Johns County Responsibilities

St. Johns County shall complete the following tasks:

A. CDBG-DR Program Design and Implementation

St. Johns County will conduct the program design and implementation services necessary to mobilize and launch its production implementation systems to support the programs and projects to help people, properties and communities recover from storm related damage due to Hurricanes Hermine and/or Matthew as follows:

1. Complete Staffing plan for St. Johns County CDBG-DR Program that includes:
 - a. Organizational Chart;
 - b. Job Descriptions for County and contracted staff and vendors; and
 - c. Scope of work and procurement plan for vendors and construction contractors.
2. Complete procurement of vendors for internal grants management and compliance and direct program and project production, Completion of this task is satisfied when St. Johns County and vendor executes a contract.
3. Establish and administer financial management system in a manner that complies with all applicable HUD CDBG-DR and DEO rules.
4. Establish and administer quality assurance and quality control system in a manner that complies with all applicable HUD CDBG-DR and DEO rules.
5. Establish and administer public information and communications program.
6. Establish and administer production and grants management reporting system.
7. Provide ongoing program administration, policy, grants and financial management services to support St. Johns County CDBG-DR Programs and Projects.

B. Housing Program

1. Homeowner Services Project

St. Johns County will mobilize and launch a homeowner services project to help owner-occupants of one (1) to four (4) unit residential properties recover from storm related damage due to Hurricanes Hermine and/or Matthew as follows:

- a. Complete procurement and selection of vendors, subrecipients, and/or staff that will be responsible for managing applicant intake and related operations, compliance, finance and administration for the homeowner services project;
- b. Complete procurement and selection of vendors, subrecipients, and/or staff that will be responsible for managing construction for the homeowner services project;
- c. Complete program/project design and process maps for launch of intake and construction services including:
 - i. Applicant Case Management
 - ii. Construction Management, and
 - iii. Finance, Compliance and Reporting;
- d. Develop and operate an Interim system record and applicant case and construction project tracking system.
- e. Complete preparations for and launch of homeowner intake services function;

- f. Complete update of unmet needs data;
 - g. Complete and submit revised budget for homeowner services project based on updated unmet needs; and
 - h. Provide ongoing project implementation and compliance management supervision and support and reporting services.
2. State Road 207 Supportive Housing Initiative PUD Rental Housing Project

St. Johns County will invest CDBG-DR funds to develop up to 80 units of new construction rental housing serving people who earn low-income in the Supportive Housing Initiative Planned Unit Development (SHI PUD) located at a 13.53-acre site accessed directly from State Road 207 As follows:

- a. Complete update of Unmet Needs for Rental Housing serving vulnerable LMI populations tied to Hurricanes Hermine and Matthew and submit documentation for DEO review and approval;
- b. Complete Procurement and/or Engagement of Rental Housing Project Development and Property Management Team;
- c. Develop an activity work plan detailing activities involved in the successful completion of the Supportive Housing Initiative Planned Unit Development (SHI PUD) Rental Housing Project for review and approval by DEO; and
- d. Complete activities as detailed in the activity work plan approved by DEO, provide ongoing production and compliance management supervision and support and reporting services for successful construction, lease-up and stabilization of 80-unit rental housing project.

C. Public Facilities Program

State Road 207 Unified Service Center

St Johns County will invest CDBG-DR funds to develop an integrated social services public facility serving Low and Moderate-Income Vulnerable Populations such as the homeless and/or those at risk of homelessness in St. Johns County as follows:

- a. Complete update of Unmet Needs for Homeless Shelter serving vulnerable LMI populations tied to Hurricanes Hermine and Matthew and submit documentation for DEO review and approval.
- b. Complete Procurement and/or Engagement of Shelter Operator, Project Development and Property Management Team.
- c. Develop an activity work plan detailing activities involved in the successful completion of the Homeless Shelter and Social Services Center Project for review and approval by DEO.
- d. Complete activities detailed in the activity work plan approved by DEO, provide ongoing production and compliance management supervision and support and reporting services for successful construction and operations of the Unified Service Center project. The integrated social services center will include administrative and supportive services, including, but not limited to, kitchen/cafeteria facilities, offices, meeting rooms, emergency temporary shelter, and medical and social service space related to the mission of the project, such as a food pantry, medical clinic, dental clinic and similar uses that may be provided to serve the planned permanent supportive housing and population that require such services. The open space of the cafeteria area can convert to temporary emergency shelter for the larger at risk community in St. Johns County during dangerous storms or inclement weather.

D. Infrastructure Program

St. Johns County will mobilize and launch an Infrastructure Recovery Program to assist in the recover from storm related damage due to Hurricanes Hermine and/or Matthew.

1. As part of the Infrastructure Program Mobilization, Subrecipient will complete the following tasks:
 - a. Complete procurement and selection of its consultants and/or staff that will manage assessment, design, permitting, bidding, and construction of the Infrastructure Recovery Program.
 - b. Complete Operations Management Plan for Infrastructure Improvement projects including Process Map.
 - c. Submit a Staffing Plan and organization chart for management of the Infrastructure Recovery Program. The staffing plan shall include an Organization Chart, Job Descriptions for County and contracted staff and vendors, and Scope of Work and Procurement Plan for Consultants.
 - d. Complete update of Unmet Needs for Infrastructure Improvement serving vulnerable LMI areas tied to Hurricanes Hermine and Matthew and submit documentation for DEO review and approval.
 - e. Submit to DEO for review and approval an updated Budget for the Infrastructure Recovery Program based on updated unmet needs data, on-going design and updated construction estimates.

2. As part of the Infrastructure Program launch, the Subrecipient will complete the following schedule of projects:
 - a. Armstrong Drainage
 - b. Hastings Phase I Sewer
 - c. Hastings Phase II Sewer
 - d. N. Rodriguez Drainage
 - e. Orange St Drainage
 - f. Avenue D Drainage
 - g. St. Augustine - Lake Maria Sanchez HMGP Match Drainage
 - h. St. Augustine Blvd & Cypress Rd Drainage

For all of the above projects, Subrecipient is required to complete the following tasks:

- a. Complete Procurement and/or Engagement of Vendors and Contractors for Infrastructure Improvement projects.
- b. Develop activity work plans for review and approval by DEO detailing activities involved in the successful completion of infrastructure improvement projects, including:
- c. Complete activities as detailed in the activity work plans approved by DEO, provide ongoing production and compliance management supervision and reporting services in support of successful completion of Infrastructure Improvement projects.

St. Johns County shall complete an Activity Work Plan (Attachment C) detailing activities involved in the successful completion of project tasks identified in in sections A through D above, and submit to the DEO grant manager identified in Section 16 of the Agreement. The Activity Work Plan must be approved by DEO prior to beginning work on activities identified in the Activity Work Plan and before any reimbursement request will be approved.

Deliverable 1	Minimum Level of Service (to submit for request for payment)	Financial Consequences
<p>CDBG-DR Program Design and Implementation Subrecipient shall complete an eligible project implementation task as detailed in section II.A.</p>	<p>Subrecipient shall be reimbursed upon completion of a minimum of one project implementation task on a per completed task basis as detailed in section II.A.; evidenced by invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable.</p>	<p>Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.</p>
Deliverable 2	Minimum Level of Service (to submit for request for payment)	Financial Consequences
<p>Housing Program-Homeowner Service Project Subrecipient shall complete an eligible task as detailed in section II.B.1.</p>	<p>Subrecipient shall be reimbursed upon completion of a minimum of one project implementation task on a per completed task basis as detailed in section II.B.1; evidenced by invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable.</p>	<p>Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.</p>
Deliverable 3	Minimum Level of Service (to submit for request for payment)	Financial Consequences
<p>Housing Program-Supportive Housing Initiative PUD Rental Housing Project Subrecipient shall complete an eligible task as detailed in section II.B.2.</p>	<p>Subrecipient shall be reimbursed upon 100% completion of any non-construction activity set forth in section II.B.2 above, or upon 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100% completion of any construction activity set forth in the DEO approved activity plan, as evidenced by submission of an invoice package; evidenced by invoice(s) noting completed tasks. As evidence of percent completed, Subrecipient shall provide AIA forms G702/G703 or similar DEO-approved industry-standard forms, signed by the contractor and certified by the engineer performing inspection services for the project, documenting the costs for which reimbursement is being requested, and noting overall percent completion of the project.</p>	<p>Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.</p>

Deliverable 4	Minimum Level of Service (to submit for request for payment)	Financial Consequences
<p>Public Facilities Program Subrecipient shall complete an eligible task as detailed in section ILC..</p>	<p>Subrecipient shall be reimbursed upon 100% completion of any non-construction activity set forth in section ILC. above, or upon 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80% 90%, and 100% completion of any construction activity set forth in the DEO approved activity plan, as evidenced by submission of an invoice package; evidenced by invoice(s) noting completed tasks. As evidence of percent completed, Subrecipient shall provide AIA forms G702/G703 or similar DEO-approved industry-standard forms, signed by the contractor and certified by the engineer performing inspection services for the project, documenting the costs for which reimbursement is being requested, and noting overall percent completion of the project.</p>	<p>Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.</p>
Deliverable 5	Minimum Level of Service (to submit for request for payment)	Financial Consequences
<p>Infrastructure Program Subrecipient shall complete an eligible task as detailed in section ILD.</p>	<p>Subrecipient shall be reimbursed upon 100% completion of any non-construction activity set forth in section ILD above, or upon 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80% 90%, and 100% completion of any construction activity set forth in the DEO approved activity plan, as evidenced by submission of an invoice package; evidenced by invoice(s) noting completed tasks. As evidence of percent completed, Subrecipient shall provide AIA forms G702/G703 or similar DEO-approved industry-standard forms, signed by the contractor and certified by the engineer performing inspection services for the project, documenting the costs for which reimbursement is being requested, and noting overall percent completion of the project.</p>	<p>Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.</p>
<p>TOTAL AWARD NOT TO EXCEED \$45,837,520</p>		

Attachment B – Project Budget (Example)

Subrecipient: _____ Contract Number: _____ Modification Number: _____

Activity/Project		National Objective			Beneficiaries					Budget			
Activity	Description	LMI	Slum & Blight	Urgent Need	VLI	LI	MI	Non-LMI	Total	CDBG-DR Amount	Other Funds	Source*	Total Funds
1. Housing Program - Homeowner Service Project													
	Home Repair												
	Reconstruction												
	Replacement of Manufactured Homes												
	Temporary Rental and Mortgage Assistance												
	Buyout / Acquisition for Redevelopment												
2. Housing Program - Supportive Housing Initiative PUD Rental Housing Project													
3. Public Facilities Program -- Unified Service Center													
4. Infrastructure Program													
	Armstrong Drainage Project												
	Hastings Phase I Sewer												
	Hastings Phase II Sewer												
	Oyster Creek Basin Improvements												
	Orange Street Drainage												
	Avenue D Drainage												

DEO Agreement No.: H2338

	St. Augustine - Lake Maria Sanchez HMGP Match Drainage																								
	St. Augustine Blvd & Cypress Rd Drainage																								
5.	Administration																								
6.	Planning																								
																	Totals:								

*Show the sources and amounts of "Other Funds" needed to complete the project below, including local funds, grants from other agencies and program income.

	Source of Other Funds	Amount
1.		
2.		
3.		
4.		

Attachment C – Activity Work Plan (Example)

Subrecipient _____ Activity: _____ Project Budget: _____
 Contract Number: _____ Date Prepared: _____ Modification Number: _____

Start Date (month/year)	End Date (month/year)	Describe Proposed Action to be Completed by the "End Date." <i>Examples of Actions: Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (33, 66, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to DEO.</i>	Estimated Units to be Completed by the "End Date"	Estimated Funds to be Requested by the "End Date"

DEO Agreement No.: H2338

Attachment D – Program and Special Conditions

Program Conditions

1. The Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan.
If the Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to DEO within 21 calendar days of receiving DEO's request for justification for the delay. Any project for which the Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless DEO agrees that the Subrecipient has provided adequate justification for the delay.
2. The Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Detail Budget and Activity Work Plan.
3. The Subrecipient shall request DEO's approval for all professional services contracts and/or agreements that will be reimbursed with CDBG-DR funds. Copies of the following procurement documents must be provided to DEO for review:
 - a. When publication of a Request for Proposal (RFP) is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication;
 - b. A list of entities to whom a notification of the RFP was provided by mail or fax (if applicable);
 - c. For engineering contracts, a list of firms that submitted a proposal (only if short-listing procedure was used);
 - d. Completed short-listing evaluation/ranking forms, including any ranking summary document, and document transmitting the short-listed firms to the commission (only if short-listing procedure used);
 - e. Completed and signed final evaluation/ranking forms;
 - f. For administrative services contracts, one copy of each proposal submitted in response to the RFP;
 - g. Commission minutes approving contract award;
 - h. Cost breakout from the selected firm used for completion of the cost analysis (if pricing information was not submitted with proposals);
 - i. The proposed contract;
 - j. Truth-in-Negotiation certification (if not in the contract) for engineering contracts over \$150,000;
 - k. If a protest was filed, a copy of the protest and documentation of resolution;
 - l. The Subrecipient shall request DEO's approval of a single source procurement if only one firm was considered and the contract exceeds \$35,000. The Subrecipient shall not enter into a contract to be paid with CDBG-DR funds based on a sole source or single proposal procurement without prior written approval from DEO. Failure to secure prior written approval shall relieve DEO of any obligation to fund the said procurement contract or agreement. DEO shall disallow any payments to the Subrecipient to fund any contract or agreement based on a sole source or single proposal procurement for which the Subrecipient has not obtained DEO's approval; and
 - m. If a regional planning council or another local government is selected to administer subgrant activities, the Subrecipient shall submit only a copy of the contract or agreement and cost analysis information.

DEO will either approve the procurement or notify the Subrecipient that the procurement cannot be approved because it violates State, Federal, or local procurement guidelines.

The Subrecipient shall notify DEO in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-DR funds to pay for professional services.

4. Prior to the obligation or disbursement of any funds, except for administrative expenses and not to exceed \$5000, the Subrecipient shall complete the following:
 - a. Submit for DEO's approval the documentation required in paragraph 3 above for any professional services contract. The Subrecipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-DR funds for that contract beyond \$5,000.
 - b. Comply with 24 C.F.R. part 58, and the regulations implementing the National Environmental Policy Act, 40 C.F.R. §§ 1500-1508. When the Subrecipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. If DEO has not issued an Authority to use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process. **SUBRECIPIENT SHALL NOT BEGIN CONSTRUCTION BEFORE DEO HAS ISSUED THE "AUTHORITY TO USE GRANT FUNDS."**

5. The Subrecipient shall obtain approval from DEO prior to requesting CDBG-DR funds for engineering activities and costs which are additional engineering services as defined in Rules 73C-23.0031(6)(a)-(l), F.A.C.
6. The Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 C.F.R. part 42, 49 C.F.R. part 24 and 24 C.F.R. § 570.606(b), the requirements of 24 C.F.R. § 42.325 - 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 C.F.R. § 570.606(d), governing optional relocation assistance policies.

If the Subrecipient undertakes any activity subject to the URA, the Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can determine whether remedial action may be needed. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 C.F.R. § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.

7. The Subrecipient shall, prior to being reimbursed for more than \$15,000 for administrative services, provide to DEO a copy of all engineering specifications and construction plans, if required, for the activities described in the Agreement. The Subrecipient shall also furnish DEO, prior to soliciting bids or proposals, a copy of bid documents for services and/or materials to provide those services and/or materials for construction activities when the bids are expected to exceed \$35,000. Additionally, the Subrecipient shall not publish any request for bids for construction purposes or distribute bid packages until DEO has provided its written acceptance of the engineering specifications, construction plans, and bid documents.
8. For each procured construction contract or agreement for which CDBG-DR funding will be requested, the Subrecipient shall submit the following procurement documents:
 - a. A copy of the bid advertisement, including an affidavit of publication;
 - b. Documentation of the Subrecipient's efforts made to inform minority- and woman-owned businesses of the opportunity to bid on the construction contract;
 - c. A copy of the bid tabulation sheet;
 - d. A copy of the engineer's recommendation to award;
 - e. A letter requesting sole source approval, if applicable;
 - f. A copy of the bid bond (five percent of the bid price) for the prime contractor(s) selected to do the work, and;
 - g. Completed copies of the following forms:
 - Form SC-51 - Bidding Information and Contractor Eligibility;

- Form SC-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
- Form SC-52 – Section 3 Participation Report (Construction Prime Contractor);
- Form SC-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor);
- Form SC-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor), and;
- Form SC-54 (if applicable) – Documentation for Business Claiming Section 3 Status.

For each procured construction contract or agreement projects for which CDBG-DR funding will be requested, the Subrecipient shall submit the following procurement documents:

- a. Form SC-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
- b. Form SC-52 – Section 3 Participation Report (Construction Prime Contractor);
- c. Form SC-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor); and
- d. Form SC-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor).

In addition, each construction contract or agreement for new or replacement housing must contain language that requires the contractor to meet the Green Building Standard for Replacement and New Construction of Residential Housing, as defined in the Allocation notice published in the Federal Register Volume 81, Number 224 on Monday, November 21, 2016.

9. For each Request for Funds (RFF) that includes reimbursement of construction costs, the Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. For each RFF that includes construction costs, the Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable.
10. For each project, when the Subrecipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:
 - a. Notice to Proceed;
 - b. The contractor's performance bond (100 percent of the contract price); and
 - c. The contractor's payment bond (100 percent of the contract price).
11. The Subrecipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 C.F.R. § 570.487(b)(4).
12. All leveraged funds shall be expended concurrently and, to the extent feasible, proportionately with the expenditure of CDBG-DR funds for the same activity. All funds claimed for leverage shall be expended after the date that the Authority to Use Grant Funds is issued and prior to Subrecipient's submission of the administrative closeout package for this Agreement, except for the following costs:
 - Eligible administrative, engineering and environmental review costs expended after the site visit but prior to the date when the Authority to Use Grant Funds is issued, and
 - The CDBG-DR portion of the cost of post-administrative closeout audits.
13. The Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-DR funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. § 570.505. Any future change of use of real property shall be in accordance with 24 C.F.R. § 570.489(j).
14. The Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 C.F.R. part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 C.F.R. 67, and Guidelines for Rehabilitating Historic Buildings.

15. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Subrecipient shall update and submit Form HUD 2880 to DEO within thirty (30) calendar days of the Subrecipient's knowledge of changes in situations which would require that updates be prepared. The Subrecipient must disclose:
 - a. All developers, contractors, consultants, and engineers involved in the application or in the planning, development, or implementation of the project or CDBG-DR-funded activity; and
 - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
16. If required, the Subrecipient shall submit a final Form HUD 2880, to DEO with the Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
17. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. § 570.489(g). Title 24 C.F.R. § 570.489(h) shall apply in all conflicts of interest not governed by 24 C.F.R. § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-DR financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived. Additionally, the Subrecipient agrees to comply with, and this Agreement is subject to, chapter 112 F.S., and Rule 73C-23.0051(11), F.A.C.
18. Any payment by the Subrecipient using CDBG-DR funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-DR funds.
19. The Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.
20. If an activity is designed by an engineer, architect, or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.
21. If necessary, the Subrecipient shall retain sufficient administration funds to ensure internet access, including email, for the duration of the Agreement, including any time extensions. If the Subrecipient does not already have a computer designated to the person responsible for grant oversight, which is located in the program office and capable of internet access, administrative funds may be used as needed to obtain, at reasonable cost, a computer to allow internet access.

Attachment F – State and Federal Statutes, Regulations, and Policies

The CDBG-DR funds available to the Subrecipient through this agreement constitute a subaward of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of the Grantee's Federal award that are imposed on the Subrecipient, and the Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

The Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register Guidance (82 FR 5591 & 82 FR 36812 and 81 FR 83254). Notwithstanding the foregoing, (1) the Subrecipient does not assume the any of Grantee's responsibilities for environmental review, decision-making, and action, described in 24 CFR part 58 and (2) the Subrecipient does not assume any of the Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations, and policies that govern the use of the CDBG-DR funds in complying with its obligations under this agreement, regardless of whether CDBG-DR funds are made available to the Subrecipient on an advance or reimbursement basis.

The Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Subrecipient further agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

I. State of Florida Requirements

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

II. Audits, Inspections, and Monitoring

1. Single Audit

The Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

Inspections and Monitoring

The Subrecipient shall permit the Grantee and auditors to have access to the Subrecipient's records and financial statements as necessary for the Grantee to meet the requirements of 2 CFR part 200.

The Subrecipient must submit to monitoring of its activities by the Grantee as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include: (1) reviewing financial and performance reports required by the Grantee; (2) following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the Grantee detected through audits, on-site reviews, and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from the Grantee as required by 2 CFR §200.521:

Corrective Actions

The Subrecipient shall be subject to reviews and audits by the Grantee, including onsite reviews of the Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2). The Grantee may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Grantee may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided

to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance, or provide training and technical assistance as needed to correct noncompliance.

III. Drug-Free Workplace

Drug-free workplace. Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

IV. Procurement and Contractor Oversight

The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.326 when procuring property and services under this agreement.

The Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities at [insert 24 CFR 570.609 or 24 CFR 570.489(i) as appropriate]. CDBG funds may not be provided to excluded or disqualified persons.

The Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement.

V. Property Standards

Real property acquired by the Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). The Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314 through 2 CFR 200.316. The Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income, and equipment not needed by the Subrecipient for activities under this agreement shall be transferred to the Grantee for its CDBG-DR program or shall be retained after compensating the Grantee.

The Subrecipient shall also comply with the Property Standards in 2 CFR 200.310 through 2 CFR 200.316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), and except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

VI. Federal Funding Accountability and Transparency Act (FFATA)

The Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The grantee must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The grantee must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

VII. Relocation and Real Property Acquisition

The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 - 4655, 49 CFR part 24, 24 CFR part 42; and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act; 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act".

VIII. Nondiscrimination

1. 24 CFR part 6

The Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

The Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29

U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, the Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

Architectural Barriers Act and the Americans with Disabilities Act

The Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act

The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

State and Local Nondiscrimination Provisions

The subrecipient must comply with the Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

(i) General Compliance:

The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The Subrecipient shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 24 CFR part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

(ii) Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations,

facilities, services, financial aid, or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the Subrecipient's assurance herein shall obligate the Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property 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, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases the assurance shall obligate the Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application.

This assurance gives the Grantee and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to the Subrecipient Under this Agreement, the instrument effecting any disposition by the Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property 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.

If the Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

Affirmative Action

(iii) Approved Plan

The Subrecipient agrees that it shall carry out pursuant to the Grantee's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1966, as amended, and implementing regulations at 42 CFR chapter 60. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this agreement.

(iv) Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the Subrecipient procures property or services under this agreement.

(v) Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(vi) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

IX. Labor and Employment

1. Labor Standards

The Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, *et seq.*), and 29 CFR part 1, 3, 5, 6, and 7,

provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The Subrecipient agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the Grantee for review upon request.

X. Section 3 of the Housing and Urban Development Act of 1968

1. Compliance

The Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 135.

The Subrecipient shall include the "Section 3 clause" at 24 CFR 135.38 in every "Section 3 covered contract" (as defined in 24 CFR 135.5).

XI. Conduct

1. Hatch Act

The Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

Conflict of Interest

In the procurement of supplies, equipment, construction, and services pursuant to this agreement, the Subrecipient shall comply with the conflict of interest provisions in the Grantee's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in the Grantee's procurement policies and procedures, the Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

Lobbying Certification

The Subrecipient hereby certifies that:

- (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (iii) The language of paragraph (a) through (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- (iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by section 1352, title 31, U.S.C. 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.

XII. Religious Activities

The Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XIII. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making, and action (see 24 CFR part 58) and is not delegated the Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity. If DEO has not issued an Authority to Use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process.

Air and Water

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.

Flood Disaster Protection

The Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, the Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR award and listed at the beginning of this Attachment.

Lead-Based Paint

The Grantee shall follow the Grantee's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title.

Historic Preservation

The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

Attachment G – Civil Rights Compliance

Fair Housing

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community. A Subrecipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Subrecipient shall do the following:

- 1) Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion, and sex);
- 2) Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
- 3) Publish the Fair Housing Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website;
- 4) Establish a system to record the following for each fair housing call:
 - a) The nature of the call,
 - b) The actions taken in response to the call,
 - c) The results of the actions taken, and
 - d) If the caller was referred to another agency, the results obtained by the referral agency;
- 5) Conduct at least one fair housing activity each quarter. Identical activities (see examples below) shall not be conducted in consecutive quarters; and
- 6) Display a fair housing poster in the CDBG-DR Office. (This does not count as a fair housing activity.)

The Subrecipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- Define where discriminatory practices are occurring,
- Help the community measure the effectiveness of its outreach efforts, and
- Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Making fair housing presentations at schools, civic clubs, and neighborhood association meetings;
- Conducting a fair housing poster contest or an essay contest;
- Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales, and church festivals; and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents, and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a DEO-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Subrecipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG-DR project file and include information about the activities in the comment section of each quarterly report.

Equal Employment Opportunity

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-DR funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. A Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall do the following:

- 1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age, or genetics;
- 2) Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
- 3) Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4) Establish a system to record the following for each EEO call:
 - a) The nature of the call,
 - b) The actions taken in response to the call, and
 - c) The results of the actions taken;

Each Subrecipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Subrecipient shall use this list to solicit companies to bid on CDBG-DR-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://osd.dms.myflorida.com/directories>.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-DR funds, the Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Subrecipient shall do the following:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
 - a) Has a physical or mental impairment which substantially limits one or more major life activities,
 - b) Has a record of such an impairment, or
 - c) Is regarded as having such an impairment;
- 2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
- 3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4) Establish a system to record the following for each Section 504/ADA call:
 - a) The nature of the call,
 - b) The actions taken in response to the call, and
 - c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 C.F.R. part 84) apply to service availability, accessibility, delivery, employment, and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services, or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or

- Deny employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 C.F.R. part 35, and Title III, 28 C.F.R. part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services, and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting, and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision, or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation, and commercial facilities. Public accommodations are private entities who own, lease, lease to, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers, and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-DR-funded projects in the community. The Subrecipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-DR-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following clause from 24 C.F.R. § 135.38 is required to be included in CDBG-DR-funded contracts of \$100,000 or more.

Section 3 Clause

- The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.
- The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.
- F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

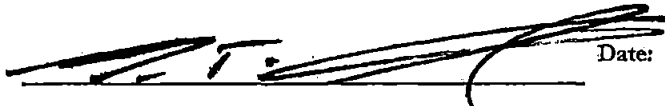
Civil Rights Regulations

As a condition for the receipt of CDBGDR funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex, or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 C.F.R. § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 C.F.R. § 570.490(b) – Unit of general local government's record;
6. 24 C.F.R. § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving CDBG-DR funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that St. Johns County shall comply with all of the provisions and Federal regulations listed in this attachment

By:



Date:


3-14-15

Name:

Michael Wanchick

Title:

County Administrator


Name _____
Date: ... _____

Attachment H – Reports

The following reports must be completed and submitted to DEO in the time frame indicated and in compliance with Rule 73C-23.0051(5)-(6)(a), F.A.C. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. A Monthly Progress Report, Form SC-65, must be submitted to DEO fifteen (15) calendar days after the end of each month.
2. A Contract and Subcontract Activity form, Form HUD-2516, currently available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-05360>; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO's eCDBG reporting system at <https://www.deocdbg.com/Default.aspx>. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".
3. The Administrative Closeout Report, Form SC-62, must be submitted to DEO within 45 calendar days of the Agreement termination date, in compliance with Rule 73C-23.0051(5), F.A.C and the terms of this Agreement.

The Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds, further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 C.F.R. part 200, should the Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 C.F.R. part 200, and submitted to DEO no later than nine months from the end of the Subrecipient's fiscal year. If the Subrecipient did not meet the audit threshold, an Audit Certification Memo, Form SC-47, must be provided to DEO no later than nine months from the end of the Subrecipient's fiscal year.

5. A copy of the Audit Compliance Certification form, Attachment K, must be emailed to audit@deo.myflorida.com within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.

6. The Section 3 Summary Report, form HUD-60002, must be completed and submitted through DEO's eCDBG reporting system by July 31, annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet section 3 requirements.

7. Request for Funds must be submitted as required by DEO and in accordance with the *Project Description and Deliverables, Project Detail Budget and Activity Work Plan*.

8. All forms referenced herein are available online or upon request from DEO's grant manager for this Agreement.

Attachment I – Warranties and Representations

Financial Management

The Subrecipient's financial management system must comply with the provisions of 2 C.F.R. part 200 (and particularly 2 C.F.R. 200.302 titled "Financial Management"), section 218.33, F.S., and the rules promulgated thereunder, Rule 73C-23.0051(1), F.A.C., and include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. The Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request for Funds (RFF). 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 2 C.F.R. part 200 (and particularly 2 C.F.R. 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 C.F.R. §§ 200.318-200.326 and be conducted in a manner providing full and open competition. The Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, 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 Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

The Subrecipient 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 a Federal award if he or she has a real or apparent conflict of interest. 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 or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Subrecipient. (See 2 C.F.R. § 200.318(c)(1).)

Business Hours

The Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

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

Attachment J – Audit Requirements

The administration of resources awarded by DEO to the Subrecipient may be subject to audits and/or monitoring by DEO as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F (Audit Requirements) and section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR part 200, as revised, and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by DEO staff to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Subrecipient is a State or local government or a non-profit organization as defined in 2 CFR 200, as revised.

1. In the event that the Subrecipient expends \$750,000 or more in federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR 200 Subpart F (Audit Requirements), as revised. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200 Subpart F (Audit Requirements), as revised.
3. If the Subrecipient expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised, is not required. In the event that the Subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).
4. Although 2 CFR 200 Subpart F (Audit Requirements) does not apply to commercial (for-profit) organizations, the pass-through entity has an obligation to ensure that for-profit subrecipients that expend \$750,000 or more in federal awards must comply with federal awards guidelines (see 2 CFR 200.501(h)). Additionally, for-profit entities may be subject to certain specific audit requirements of individual federal grantor agencies.

Additional Federal Single Audit Act resources can be found at:

PART II: STATE FUNDED

This part is applicable if the Subrecipient is a non-state entity as defined by section 215.97(2), F.S.

1. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient, the Subrecipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other than State entities).

Additional information regarding the Florida Single Audit Act can be found at:

<https://apps.fldfs.com/fsaa/>

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with 2 CFR 200 Subpart F (Audit Requirements), as revised, and required by PART I of this Exhibit Agreement shall be submitted by or on behalf of the Subrecipient directly to each of the following at the address indicated:
 - A. Department of Economic Opportunity
Financial Monitoring and Accountability (FMA)

The copy submitted to the FMA section should be sent via email to: FMA-RWB@deo.myflorida.com

- B. The Federal Audit Clearinghouse designated in 2 CFR 200 Subpart F (Audit Requirements), as revised, electronically at: <https://harvester.census.gov/facweb/>
2. Copies of audit reports for audits conducted in accordance with 2 CFR 200 Subpart F (Audit Requirements), as revised, and required by Part I (in correspondence accompanying the audit report, indicate the date that the Subrecipient received the audit report); copies of the reporting package described in Section .512(c), 2 CFR 200 Subpart F (Audit Requirements), as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Exhibit must be sent to DEO at the addresses listed in paragraph three (3) below.
 3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the Subrecipient directly to each of the following:

A. DEO at the following address:

Electronic copies: Audit@deo.myflorida.com

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us

4. Any reports, management letter, or other information required to be submitted to DEO pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200 Subpart F, 215.97 F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients and subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of six (6) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, the Chief Financial Officer (CFO), or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The Subrecipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor

General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO.

Exhibit 1 to Attachment J – Funding Sources

Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency: U.S. Department of Housing and Urban Development
Federal Funds Obligated to Subrecipient: \$45,837,520
Catalog of Federal Domestic Assistance Title: Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number: 14.228
Project Description: Funding is being provided for needed infrastructure improvements to benefit low- and moderate-income persons residing in the Subrecipient's jurisdiction.
This is not a research and development award.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. The Subrecipient shall perform its obligations in accordance with sections 290.0401- 290.048, F.S.
2. The Subrecipient shall perform its obligations in accordance with 24 C.F.R. §§ 570.480 – 570.497.
3. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Subrecipient shall perform the obligations in accordance with chapter 73C-23, F.A.C.
5. The Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient's Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: *N/A*

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:
N/A

NOTE: Title 2 C.F.R. § 200.331 and section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

Attachment K – Audit Compliance Certification

<i>Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.</i>	
Subrecipient:	
FEIN:	Subrecipient's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	
<p>1. Did the Subrecipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and the Department of Economic Opportunity (DEO)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, answer the following before proceeding to item 2.</p> <p>Did the Subrecipient expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, the Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.</p>	
<p>2. Did the Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and DEO? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, also answer the following before proceeding to execution of this certification:</p> <p>Did the Subrecipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, the Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.</p>	
<p>By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.</p>	
Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

*Submit an original eCDBG Access Authorization Form with each copy of the contract.
Use the tab key to move between form fields when completing the form electronically.*

Attachment L – eCDBG Access Authorization Form

Recipient Name: St. Johns County	Contract Number: H2338	Funding Source: CDBG-DR
Mailing Address (Street or P.O. Box):		
City, State, and Zip Code:		
Recipient's DUNS #:	Recipient's FEID #:	
<p>Note: A maximum of two employees of the Recipient can be authorized to access eCDBG for this contract. The individuals listed below have been designated to access eCDBG on behalf of the Recipient listed above for the purpose of submitting Requests for Funds (RFFs) and required reports. The eCDBG website address is – http://www.deocdbg.com. If you need to update the names of the individuals who are authorized to access eCDBG for this contract, submit a copy of SC-55, <i>eCDBG Access Authorization Update Form</i>, to DEO. CDBG Program Phone Number: (850) 717-8405.</p>		
Primary User's Name:	Date: _____	_____ Signature
Title:	E-mail Address:	
Secondary User's Name:	Date: _____	_____ Signature
Title:	E-mail Address:	
<p>As the Chief Elected Official of the Recipient, I certify that the above individuals are authorized to submit RFF's and reports through eCDBG on behalf of the Recipient.</p>		
Name:	Date: _____	_____ Signature
Title:		
Additional Payment Information for Processing Requests for Funds		
<input type="checkbox"/> Check here if the Recipient utilizes Electronic Funds Transfer (EFT) from the State of Florida. <input type="checkbox"/> Check here if the Recipient will be working on a reimbursement basis. <input type="checkbox"/> If this signature authority form pertains to a housing rehabilitation grant, check here if your local government will use an escrow account for housing activities.		
<p>CDBG payments to local governments using EFT are automatically deposited in the local government's general account. If the account is interest bearing, the CDBG funds must be transferred to a non-interest bearing account. You can check the status of your deposit at the Comptroller's website: http://flair.dbf.state.fl.us/.</p>		
<p>Local governments not receiving EFT, and not working on a reimbursement basis, must establish a non-interest bearing account. Provide account information for the financial institution (insured by FDIC) below. All signatures on the account must be bonded.</p>		
Name of Financial Institution:	Account Number:	
Address:	Telephone Number: () -	
City, State and Zip Code:		

RESOLUTION NO. 2018-58

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR HIS DESIGNEE, TO IMPLEMENT A SUBRECIPIENT CONTRACT WITH THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY, UNDER THE PROVISIONS OF THE COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) PROGRAM AND TO RECOGNIZE AND APPROPRIATE WITHIN THE FY 2018 COUNTY BUDGET.

RECITALS

WHEREAS, pursuant to Public Law (P.L.) 114-254, the "Further Continuing and Security Assistance Appropriations Act, 2017" and P.L. 115-31, the "Consolidated Appropriations Act, 2017, and the "Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees", 81 Fed. Reg. 224 (November 21, 2016); 82 Fed. Reg. 11 (January 18, 2017); and

WHEREAS, the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") has awarded Community Development Block Grant Disaster Recovery (CDBG-DR) funds to Florida Department of Economic Development (hereinafter referred to as "DEO") for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 et seq.) and described in the State of Florida Action Plan for Disaster Recovery.

WHEREAS, HUD has awarded the COUNTY a grant in the amount \$45,837,520 of to assist the COUNTY in providing assistance to residents impacted by Hurricane Matthew in accordance with the DEO Action Plan; and

WHEREAS, the aggregate use of CDBG-DR funds shall principally benefit low- and moderate income persons in a manner that ensures at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons; and

WHEREAS, the award of CDBG-DR funds was not anticipated during the adoption of the Fiscal Year 2018 budget and therefore needs to be recognized and appropriated in the amount of \$45,837,520.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY:

Section 1. Incorporation of Recitals.

The above recitals are incorporated by reference into the body of this resolution and such recitals are adopted as findings of fact.

Section 2. Approval and Authority to Execute.

The Board of County Commissioners hereby adopts the attached Subrecipient Agreement and authorizes the County Administrator, or his designee, to take the necessary steps to implement the Subrecipient Contract.

Section 3. Recognition of Unanticipated Revenue.

The Board of County Commissioners recognizes and appropriates unanticipated revenue in the amount of \$45,837,520 into the General Fund and authorizes its expenditure by the CDBG-DR Program.

Section 4. Correction of Errors.

To the extent that there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this resolution, this resolution may be revised without subsequent approval of the Board of County Commissioners.

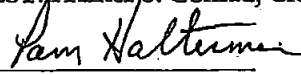
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County this 20th day of February, 2018.

BOARD OF COUNTY
COMMISSIONERS OF ST. JOHNS
COUNTY

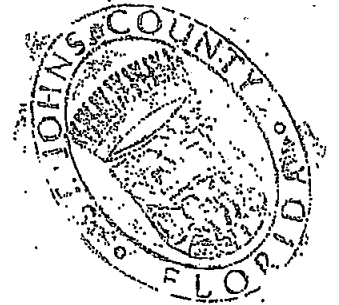
By: 

Henry Dean, Chair

ATTEST: Hunter S. Conrad, Clerk

By: 
Deputy Clerk

RENDITION DATE 2/21/18



AGREEMENT NUMBER: H2338

**AMENDMENT ONE
TO COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR)
SUBGRANT AGREEMENT
BETWEEN
THE DEPARTMENT OF ECONOMIC OPPORTUNITY
AND
ST. JOHNS COUNTY, FLORIDA**

On March 1, 2018, the State of Florida, Department of Economic Opportunity ("DEO"), and St. Johns County, Florida ("Subrecipient"), entered into Agreement H2338 for \$45,837,520.00 in Community Development Block Grant Disaster Recovery (CDBG-DR) funds to assist with recovery efforts from storm-related damage due to Hurricanes Hermine and/or Matthew. DEO and the Subrecipient are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, Section (4), Modification of Agreement, provides that any amendment to the Agreement shall be in writing and duly signed by the Parties thereto; and

WHEREAS, the Parties want to amend the Agreement as set forth herein in order to ensure compliance with all applicable laws, rules, and regulations;

NOW THEREFORE, the Parties agree as follows:

1. **Attachment F – State and Federal Statutes, Regulations, and Policies, Paragraph X titled "Section 3 of the Housing and Urban Development Act of 1968", page 37 of the Agreement, is hereby deleted in its entirety and replaced with the following:**

X. Section 3 of the Housing and Urban Development Act of 1968.

1. Section 3(b)(2) of the 1937 Act, 42 U.S.C. § 1437a (b)(2)(A) defines the term "low-income families" to mean: "families [including single persons] whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families."
2. Section 3(b)(2) of the 1937 Act, 42 U.S.C. § 1437a (b)(2)(B) defines the term "very low-income families" to mean: "families [including single persons] whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50

AGREEMENT NUMBER: H2338

per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes".

3. Compliance

The Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC § 1701u, and carry out its implementing regulations at 24 CFR part 135. The Subrecipient shall include the following "Section 3 clause" from 24 CFR 135.38 in every "Section 3 covered contract" (as defined in 24 CFR 135.5).

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u titled "Economic Opportunities for Low- and Very Low-Income Persons" (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

AGREEMENT NUMBER: H2338

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
 - F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
4. Recipients of HUD federal financial assistance shall meet the following hiring and contract numerical goals to achieve compliance with Section 3 as found at 24 CFR 135.30 titled "Numerical goals for meeting the greatest extent feasible requirement":

24 CFR 135.30 (b)(3). Recipients of section 3 covered community development assistance, and their contractors and sub contractors (unless the contract or subcontract awards do not meet the threshold specified in § 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to employ section 3 residents as:

- (i) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;
- (ii) 20 percent of the aggregate number of new hires for the one year period beginning in 1996; and
- (iii) 30 percent of the aggregate number of new hires for the one year period beginning in FY 1997 and continuing thereafter.

24 CFR 135.30 (c) *Contracts*. Numerical goals set forth in paragraph (c) of this section apply to contracts awarded in connection with all section 3 covered projects and section 3 covered activities. Each recipient and contractor and subcontractor (unless the contract or subcontract awards do not meet threshold

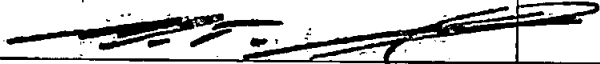

AGREEMENT NUMBER: H2338

specified in § 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to award to section 3 business concerns:

- (1) At least 10 percent of the total dollar amount of all section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
- (2) At least three (3) percent of the total dollar amount of all other section 3 covered contracts.

2. All other terms, conditions, and provisions of the Agreement remain in effect.

IN WITNESS THEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement H2338, as amended. This Amendment is effective on the date the last Party signs this Amendment.

ST. JOHNS COUNTY, FLORIDA	FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
SIGNED: 	SIGNED: 
MICHAEL D. WANCHICK COUNTY ADMINISTRATOR	CHRIS PEARY CHIEF OF STAFF
DATE: 7-10-18	DATE: 7-30-18

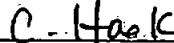
Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF THE COUNTY ATTORNEY
ST. JOHNS COUNTY, FLORIDA

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: 

By: 

Approved Date: 7-6-18

Approved Date: 7-24-2018



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

January 8, 2019

**RE: RFQ 19-14, Professional Engineering Services
for Five (5) CDBG-DR Transportation & Drainage Projects**

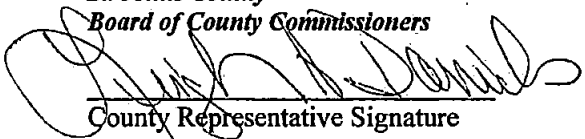
Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award a contract to Osiris 9 Consulting, LLC as the highest ranked firm(s) under **RFQ 19-14, Professional Engineering Services for Five (5) CDBG-DR Transportation & Drainage Projects**. This notice will remain posted to the **St. Johns County Purchasing Department bulletin board** until 5:00 PM, Friday, January 11, 2019.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to negotiation, and upon successful negotiations, execute a contract.

Please forward all correspondence, requests or inquiries directly to my attention at the information provided below.

Sincerely,
St. Johns County
Board of County Commissioners


County Representative Signature

Date: 1/8/19

Leigh A. Daniels, CPPB
Procurement Supervisor
(904) 209-0154 – Direct
(904) 209-0155 – Fax
(904) 209-0150 – Main
ldaniels@sjcfl.us



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

500 San Sebastian View
St. Augustine, Florida 32084


I N T E R O F F I C E M E M O R A N D U M

TO: Jay Brawley, County Engineer
FROM: April Bacon, DR Procurement Coordinator
SUBJECT: RFQ 19-14, Professional Engineering Services for Five (5) CDBG-DR
Transportation & Drainage Projects
DATE: November 29, 2018

Attached please find a copy of the RFQ Evaluation Summary Sheet for your file as recorded and verified at the Evaluation Committee Meeting.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return to my attention as soon as possible.

Please let me know if I can assist your department in any other way.

Dept. Approval 
Date 1/4/19
Budget Amount N/A RFD
Account Funding Title _____
Funding Charge Code _____
Award to Ossiris 9
Award Amount N/A RFD

EVALUATION SUMMARY SHEET


ST. JOHNS COUNTY, FLORIDA

Date: December 20, 2018
 RFQ No: 19-14, Professional Engineering Services for Five (5) CDBG-DR Transportation & Drainage Projects

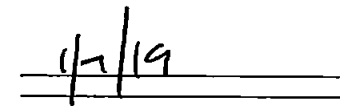
FIRM	RATER	RATER	RATER	RATER	RATER	TOTAL	Rank	COMMENTS
	Jason Sparks	Valerie Pacetti	Brian Kelsay	Samuel Schliesinger	Benjamin Powelson			
Osliris 9 Consulting, LLC	94.5	91.0	99.0	86.0	94.0	464.5		
Jones Edmunds & Associates, Inc.	92.5	95.5	96.5	81.0	92.5	458.0		
Constantine Engineering, Inc.	83.5	89.5	91.5	83.5	93.5	441.5		
Connelly & Wicker, Inc.	80.5	94.5	94.5	72.5	91.5	433.5		
CPH, Inc.	82.5	83.5	79.5	86.0	90.5	422.0		
Ayres Associates, Inc.	82.5	83.5	84.5	71.5	90.5	412.5		
Gulfstream Design Group, LLC	67.0	79.5	69.5	55.5	85.5	357.0		

APPROVED: By signing below, both parties have reviewed and approve this evaluation summary of the responses submitted for this RFQ.

Purchasing Manager:
 County Engineer:

 1/14/19

Date:
 Date:

 1/17/19

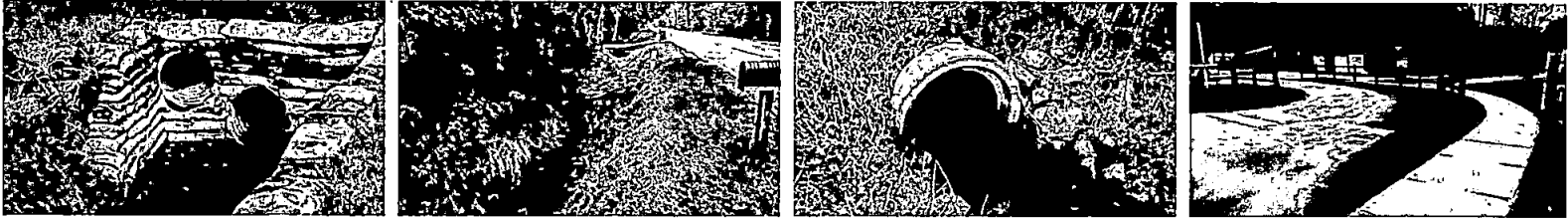
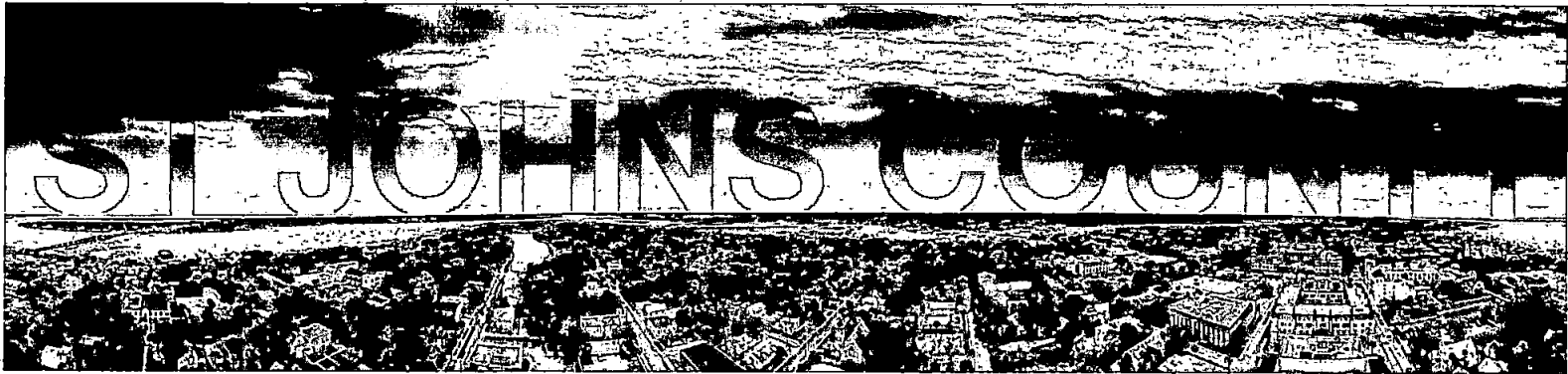
NOTE:

THE RANKING SHOWN ABOVE SHALL BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER, IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL IN THE COMMENTS SECTION OR ATTACHED TO THIS EVALUATION SUMMARY SHEET.

ANY RESPONDENT ADVERSELY AFFECTED BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY SOLICITATION, SHALL FILE WITH THE ST. JOHNS COUNTY PURCHASING DEPARTMENT A WRITTEN NOTICE OF INTENT TO FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE NOTICE OF INTENT TO AWARD, PROTEST PROCEDURES MAY BE OBTAINED FROM THE PURCHASING DEPARTMENT.

ST. JOHNS COUNTY

QUALIFICATIONS



PROFESSIONAL ENGINEERING SERVICES FOR FIVE (5)
**CDBG-DR TRANSPORTATION &
DRAINAGE PROJECTS**

RFQ NO: 19-14



In association with



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Administrative Information 86

Proof of Insurance Including limits

Drug Free Work Place Form

RFQ Affidavit

RFQ Affidavit of Solvency

Conflict of Interest Disclosure Form

Claims/Liens/Litigation History

Equal Opportunity Report Statement

*Certification Regarding Debarment, Suspension,
Ineligibility, and Voluntary Exclusion – Primary Covered Transactions*

Certification Regarding Lobbying

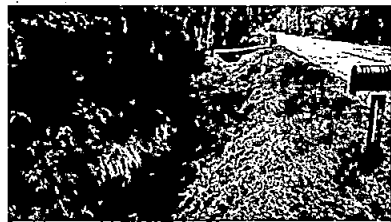
Certification of Non-segregated Facilities

Non-Collusion Certification

Acknowledged Addenda



ST. JOHNS COOK



1. RFQ COVER PAGE

ATTACHMENT B

**RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES
FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS**

COVER PAGE

**SUBMIT ONE (1) ORIGINAL HARD-COPY AND ONE (1) EXACT
ELECTRONIC PDF COPY ON A USB DRIVE IN A SEALED
ENVELOPE OR CONTAINER TO:**

**PURCHASING DEPARTMENT
ST. JOHNS COUNTY
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE FLORIDA 32084
ATTN: April Bacon, Disaster Recovery Procurement Coordinator**

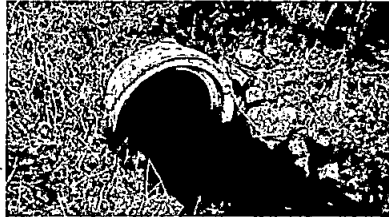
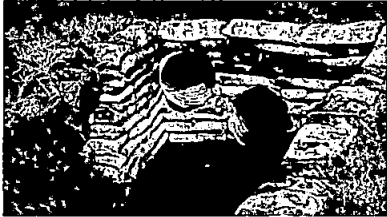
COMPANY NAME: Osiris 9 Consulting, LLC

CONTACT NAME & TITLE: Imran Ghani, P.E., AICP, President / Walter Nemecek P.E., Vice President

CONTACT PHONE NUMBER: (352) 317-6131

CONTACT EMAIL ADDRESS: Imran.Ghani@osiris9.com

DATE: November 29, 2018



2. COVER LETTER



8833 Perimeter Park Boulevard, Suite 201
Jacksonville, FL 32216
Tel: 904.469.0221, Mobile: 352.317.6131
www.osiris9.com

November 29, 2018

April Bacon, Disaster Recovery Procurement Coordinator
St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084

Reference: RFQ No. 19-14— Professional Engineering Services for Five (5) CDBG-DR Transportation & Drainage Projects

Dear Ms. Bacon:

Osiris 9 Consulting, LLC (Osiris 9) is well-qualified and readily available to provide continuing engineering services for St. Johns County (SJC). We have selected experienced and highly motivated personnel and subconsultants to successfully deliver this project. Our professional personnel bring the technical proficiency, extensive engineering expertise, and regional knowledge that will prove to be an asset to SJC. We meet the intent of the Community Development Block Grant Disaster Recovery (CDBG-DR) by committing high-quality **WBE/MBE/DBE firms with substantial availability to our team**. As a DBE qualified firm, it is Osiris 9's mission to create exceptional value for SJC and perform our services with integrity, innovation, quality, and efficiency.

Leading the Osiris 9 team is Project Manager **Walter Nemecek, P.E.** Mr. Nemecek has a history of delivering projects to SJC as both a project manager and engineer of record for over 20 years. He has **previously worked with SJC managers on 19 engineering projects**, 9 of which involved flooding or drainage innovation. Mr. Nemecek is the vice president of the firm and will serve as the primary contact for this contract. He can be contacted at the Osiris 9 office:

8833 Perimeter Park Boulevard, Suite 201, Jacksonville, FL 32216
Phone: (904) 233-3847 | Fax: (904) 730-7766 | E-mail: walter.nemecek@osiris9.com

Osiris 9 is a local privately-owned LLC specializing in transportation planning and engineering. **Established in 2011**, our goal is to provide quality engineering and planning services that serve as our business card to the world. Project development, planning and traffic engineering for FDOT has been the core of the company's resume until this year's addition of **Walter Nemecek, P.E.** and **Christian Gyle, P.E.** to expand the engineering design practice. They bring 37 years of combined experience designing the most notable roadway and drainage projects in St. Johns County and North Florida.

Imran Ghani, P.E., AICP is the principal-in-charge and will bring valuable guidance to this project. Mr. Ghani is the President and founder of Osiris 9 Consulting, LLC with over 22 years of experience. He will commit the necessary resources to complete the project scope with the highest quality and within the allotted timeframe of the CDBG-DR requirements.

Osiris 9 understands the scope and purpose of this RFQ is to solicit responses from qualified firms to provide professional services for the five defined CDBG-DR tasks. Osiris 9 is submitting a response to the RFQ to qualify for engineering services with the understanding that we may be qualified in any of the corresponding disciplines including: roadway design, pavement design, drainage/stormwater design, sidewalk design; maintenance-of-traffic (MOT), signing and markings, contract administration, preliminary engineering studies, public involvement, public meeting preparation and participation.

Keys to Success for the project include:

- Accomplished management
- Experienced key staff
- Solid management plan and staffing for simultaneous tasks
- Complete the study phase concurrently with data collection
- CDBG-DR documentation on schedule
- Avoid drainage easements or identify early for acquisition
- Minimize utility impacts and notify agencies early

To complement Osiris 9's staff experience, **STV Incorporated** has been added to complete two of the projects concurrently, provide CDBG-DR documentation and increase our staff capacity to respond to unforeseen issues. Five other firms have been added to provide supplemental services for the required disciplines, two of which are **WBE/MBE/DBE firms**:

- **Carter Environmental Services, Inc. (CAR) [WBE]** will provide wetland delineation and environmental permitting
- **DRMP, Inc. (DRMP)** will provide surveying and mapping services
- **ECS Florida, LLC (ECS)** formerly Ellis & Associates will provide geotechnical investigation
- **Geomatics Corporation (GEO) [MBE]** will provide surveying and mapping services
- **Intera Incorporated (INT)** will provide coastal modeling for tailwater and storm surge analysis

Both DRMP and Geomatics have been included to divide the surveying and drainage easement mapping assignments and expedite data collection since both items are critical path items to meeting our schedule requirements. Our expectations are that **75% of the staff hours will be accomplished by WBE/MBE/DBE companies.**

Available Local Resources: Osiris 9 Consulting satisfies the expectations of enhancing local disadvantaged communities as a DBE. Both Walter Nemecek, Project Manager and Christian Gyle, Senior Engineer, are 100% available to focus on completing these projects. The rest of our key staff are over 50% available to work on completing these projects which means you are our top priority and you can depend on us to complete our tasks.

Osiris 9 and all subconsultants have explicitly defined policies for staff that include confidentiality, security and safety of all electronic information associated with our projects. All project information will be stored on a password protected SharePoint location with access restricted to necessary consultants and SJC staff. All of our computers and servers have industry standard firewall protection and we will meet all SJC and federal requirements for data security. Any requested project information by the public will require approval from the SJC management prior to release.

Locally, our team has over 50 skilled personnel working from North Florida that are a resource for this project. Osiris 9 is highly qualified to provide the engineering services and corresponding disciplines stated within the RFQ. We have the available resources and prior experience to meet SJC goals and objectives. Osiris 9 looks forward to delivering quality projects to SJC. *Osiris 9 acknowledges receipt of Addendum 1.*

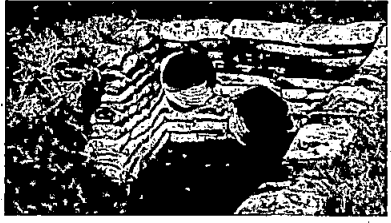
Sincerely,
Osiris 9 Consulting, LLC



Imran Ghani, P.E., AICP
President



ST. JOHNS COUNTY



3. COMPANY AND STAFF QUALIFICATIONS

COMPANY AND STAFF QUALIFICATIONS

FIRM PROFILE

Osiris 9 Consulting, LLC is a local privately-owned DBE planning and engineering consulting firm.

Established in 2011, our goal is to provide quality engineering and planning services that serve as our business card to the world. Project development, planning, and traffic engineering for FDOT has been the core of the company's resume until this year's addition of **Walter Nemecek, P.E.** and **Christian Gyle, P.E.** to expand the engineering design practice. They bring 37 years of combined experience designing the most notable roadway and drainage projects in St. Johns County and North Florida. Project Manager Walter Nemecek has a broad range of experience, from overseeing over \$2.4 billion of construction as part of the TBNext system in Tampa, to 19 projects for St. Johns County Public Works. Mr. Gyle complements the team by providing industry leading technical solutions, most notably with innovative drainage design and permitting. The company and managers have an extremely high reputation from clients such as FDOT, Florida's Turnpike Enterprise, City of Jacksonville, and St. Johns County Public Works.

STV Incorporated is a major teaming partner for this project, adding substantial depth and breath of staff to make certain we have ample resources to complete the projects on schedule, and provide additional staff to assist if unforeseen issues arise. They offer engineering, architecture, planning, and construction management services with a broad range of multidisciplinary expertise. STV has immediate access to a large, talented pool of engineers, architects, planners, and support resources, including 57 local professionals and more than 2,000 personnel in 40 offices nationwide.

The Osiris 9/STV team has an extensive roadway, drainage, permitting, transportation planning, and CDBG-DR portfolio, qualifying our team to provide the required engineering services. Our professionals

bring the technical expertise, engineering and regional knowledge that will prove to be an asset to the County.

References

We have performed exceptional design services for St. Johns County and other agencies across Florida. Please contact the agency staff listed below for validation of our performance.

Jeb Smith

St. Johns County District 2 County Commissioner
500 San Sebastian View, St. Augustine, FL 32084
904.209.0302 | bcc2jsmith@sjcfl.us

Darrell Locklear, P.E.

St. Johns County Assistant County Administrator
4020 Lewis Speedway, St. Augustine, FL 32085
904.209.0540 | dlocklear@sjcfl.us

Neal Shinkre, P.E.

St. Johns County Public Works Director
2740 Industry Center Road, St. Augustine, FL 32084
904.209.0266 | nshinkre@sjcfl.us

Greg Caldwell, MPA

St. Johns County Assistant Public Works Director
2740 Industry Center Road, St. Augustine, FL 32084
904.209.0132 | gcaldwell@sjcfl.us

James (Jim) M. Knight, P.E.

FDOT District 2 Urban Planning & Modal Administrator
2198 Edison Avenue, Jacksonville, FL 32204
904.360.5646 | james.knight@dot.state.fl.us

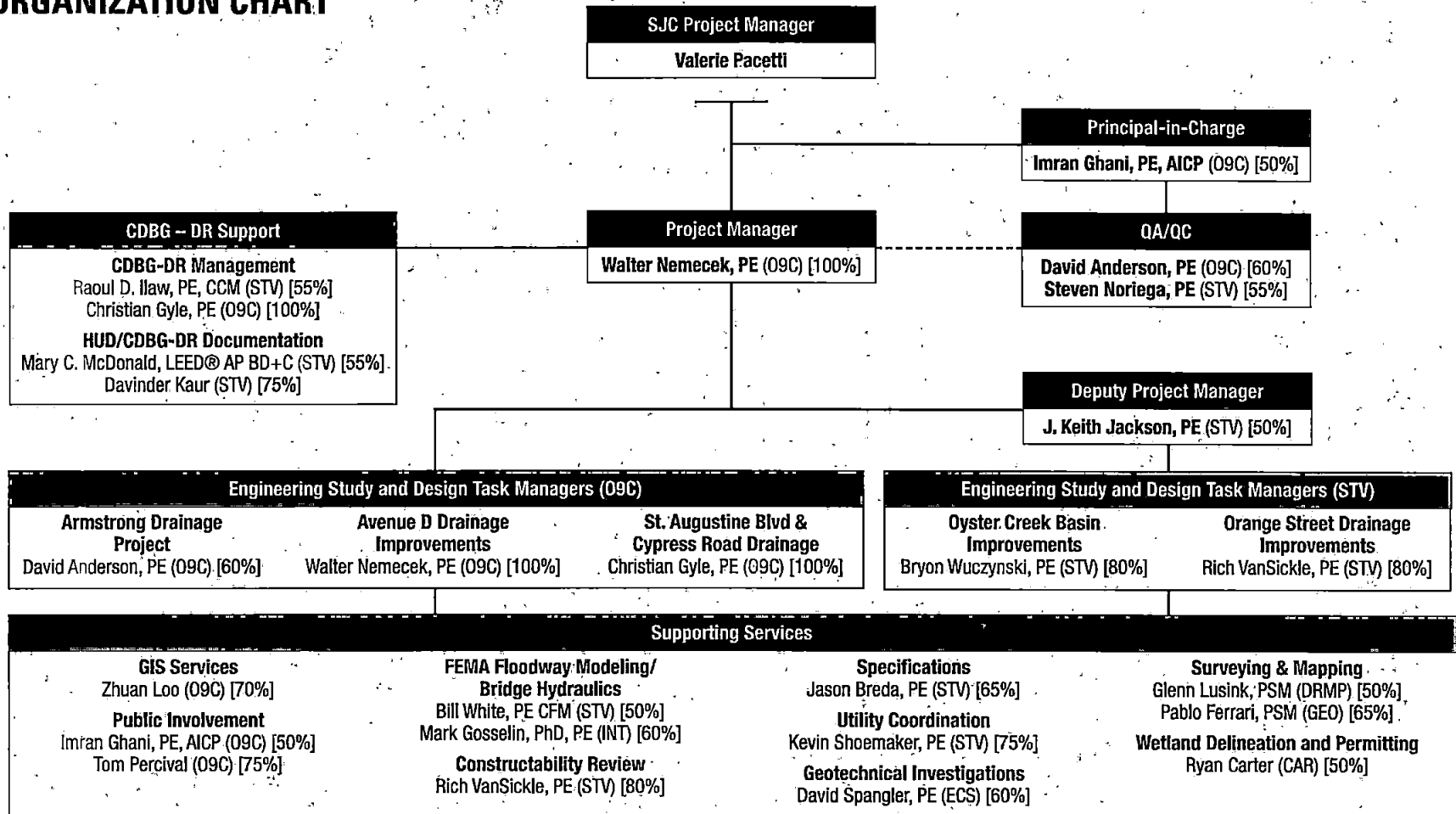
James (Jamie) M. Driggers Jr., P.E.

FDOT District 2 Program Management Engineer
1109 South Marion Street, Lake City, FL 32025-5874
386.758.3722 | james.driggersjr@dot.state.fl.us

Richard Moss, P.E.

FDOT District 7 Director of Transportation Development
11201 N. McKinley Drive, Tampa, FL 33612
813.975.6178 | richard.moss@dot.state.fl.us

ORGANIZATION CHART



LEGEND

- 09C:** Osiris 9 Consulting, LLC
- STV:** STV Incorporated
- CAR:** Carter Environmental Services, Inc.
- DRMP:** DRMP, Inc.
- ECS:** ECS Florida, LLC
- GEO:** Geomatics Corporation
- INT:** Intera Incorporated



NOTE: Only key staff listed on the above organizational chart. Additional staff are included within the resume sections.



WALTER NEMECEK III, P.E.
Project Manager

Mr. Nemecek has 22 years of management and design experience for drainage and roadway design projects. His engineering proficiency has been demonstrated on projects ranging from complex limited access roadways to pedestrian facilities and intersection improvements. Mr. Nemecek has led over 30 neighborhood and roadway enhancement projects, nine of which specifically focused on flooding and drainage improvements, and several were in economically disadvantaged areas. He has demonstrated industry-leading drainage expertise in stormwater design, planning and permitting using the latest adopted pollution removal techniques and practical design elements to provide the most economical long-term solutions.

FIRM

Osiris 9

EDUCATION

Bachelor of Science, Civil Engineering; University of Florida Top Graduate with Highest Honors

PROFESSIONAL REGISTRATION

Professional Engineer: Florida

CERTIFICATION

FDOT Advanced Maintenance of Traffic

Certified Program Manager
MSP Certified

MEMBERSHIPS

ASHE

ITE

Florida Institute of Consulting Engineers, Transportation Subcommittee Member

Tau Beta Pi – Engineering Honor Society

PROJECT EXPERIENCE

SJC Winton Circle Drainage Improvements | Project Manager/EOR

Developed recommendations to alleviate drainage problems in the neighborhood. Improvements reduced flooding by more than one foot in the design storm.

SJC Fountain of Youth Drainage Study | Project Manager/EOR

Led the drainage study for two small neighborhoods in St. Augustine Beach along Fountain of Youth Boulevard and Rio Del Mar Street that continuously experience flooding. The study designed and modeled a solution that reduced the design storm flood stage by more than 1.5 feet.

SJC Ravenswood Drainage | Project Manager/EOR

Managed safety and drainage improvements for Ravenswood Drive between Pacific Boulevard and East Jayce Way to pipe an existing ditch to remove a drop-off hazard and provide stabilized road shoulders for a heavily-traveled school bus route.

FDOT District 2 First Coast Expressway (SR 23) Phase 2 North | Project Manager/EOR

Oversaw design of a four-lane rural limited access facility from the St. Johns River to Old Jennings Road. Mr. Nemecek led roadway design, MOT, utility adjustments, 3-D design, closed and open drainage systems, pond design, modeling, and calculations for the portion from the Black Creek to Old Jennings Road.

FDOT District 2 I-10 Marietta Interchange Design-Build | Project Manager/EOR

Led design for the new diamond interchange on I-10 west of I-295. Mr. Nemecek developed innovative nutrient removal designs that fast-tracked the SRJWMD permit modification, and saved over \$2 million as well as months of construction time and future maintenance costs for FDOT and the City of Jacksonville.

City of Jacksonville Pine Forest Drainage Design | Project Manager

Managed the design and plans development to upgrade the drainage systems serving a 177-acre economically disadvantaged area of Jacksonville. Mr. Nemecek designed and permitted conveyance systems and stormwater facilities to provide treatment and attenuation for stormwater runoff and alleviate flooding.

City of Jacksonville Lake Forest Drainage and Utility Improvements | Project Manager

Managed drainage improvements coupled with water and sewer upgrades and roadway widening for 240 acre economically disadvantaged area of Jacksonville.



KEITH JACKSON, P.E.
Deputy Project Manager

Mr. Jackson is an engineering director and civil engineer experienced in furnishing designs for transportation projects, especially highways and roadways. With more than 15 years of professional experience, he is skilled in providing drainage improvements for roadway projects and is familiar with all aspects of geometric design, having designed horizontal and vertical alignments and cross sections during complex roadway rehabilitations. Mr. Jackson has proven skill in coordinating multidisciplinary teams to bring engineering documents from the planning and permitting stages to final design and contract award. He has successfully completed numerous projects for FDOT.

FIRM
STV

EDUCATION
Bachelor of Civil Engineering,
Georgia Institute of
Technology

PROFESSIONAL REGISTRATION
Professional Engineer: Florida

CERTIFICATION
FDOT Specifications

TRAINING
FDOT Long Range Estimates

FDOT Design Exceptions and
Design Variations

PROJECT EXPERIENCE

***City of Jacksonville Intersection and Drainage Improvements | Project Manager/
Engineer of Record***

Participated in 12 projects, including preparing specifications for intersection improvements, drainage studies, and drainage improvements for the City of Jacksonville, FL. Mr. Jackson was responsible for responding to citizen needs for engineering solutions in one quadrant of the city. He acquired the necessary permits, designed solutions, and managed the projects from fee proposal to bidding and construction phases. He also provided post-design services.

***St. Johns County Russell Sampson Road Improvements | Project Engineer/Deputy
Project Manager***

Designed a 2-mile realignment of this existing 2-lane rural roadway to a 2-lane urbanized section with an urban signalized intersection in St. Johns, FL. Design changes included raising the profile of the roadway. Mr. Jackson also provided utilities coordination and flood analysis for the project that added a roundabout as part of capacity improvements.

***FDOT District 2 SR 105 (Heckscher Drive) Bridge Replacements | Project Manager/
Design Engineer***

Providing project development and environment (PD&E) study and structural design services for the replacement of existing bridges on SR 105 (Heckscher Drive) over Myrtle Creek and Simpson Creek in Duval County, FL. The low-level bridges will include a slab superstructure supported on reinforced concrete pile bents. The future design phase will include production of the bridge development report, as well as preliminary and final bridge plans. Mr. Jackson is providing design, management, and QA/QC efforts for this FDOT project.

***Nassau County Intersection and Drainage Improvements | Project Manager/Engineer
of Record***

Participated on three projects, including two intersection improvements and one drainage improvement project, for Nassau County, FL. New signalization, turn lanes, capacity upgrades, and pedestrian improvements were part of the intersection improvements. The drainage project included adding a new headwall on a creek cross drain.



IMRAN GHANI, P.E., AICP
Principal-in-Charge/Public Involvement

Mr. Ghani has over 20 years of experience working on PD&E studies, including specialized work in traffic engineering and travel demand forecasting studies. He served on the FDOT Design Traffic and Model Task Force and is one of the authors of the *FDOT Project Traffic Forecasting Handbook* and *FDOT PD&E Manual*. Mr. Ghani's PD&E experience covers every Class of Action (Environmental Impact Statement, Environmental Assessment, Categorical Exclusions [Programmatic, Type I and Type II], State Environmental Impact Report and Non-Major State Action) and includes interstate freeways and express lanes (I-10, I-95, I-295 Express Lanes), turnpike (Florida's Turnpike, Homestead Extension of Florida's Turnpike), arterials (US 1, US 17, SR 26, SR 247), and numerous interchanges.

FIRM
Osiris 9

EDUCATION
Bachelor of Science,
Environmental Engineering;
University of Florida

**PROFESSIONAL
REGISTRATION**
Professional Engineer: Florida

CERTIFICATIONS
American Institute of
Certified Planners

TRAINING
FSUTMS Workshops

Highway Capacity Analysis
Workshop

Socio-Cultural Effects and
Public Involvement

DOT Leadership Academy

ArcGIS:II

Essentials of Environmental
Resource Permitting

Highway Safety Manual

PROJECT EXPERIENCE

FDOT District 2 District-Wide Environmental Services | Project Manager

District-wide environmental services contract that provides planning, engineering, and environmental services. Task work orders managed under this contract include:

- I-95 Express Lanes PD&E Study from International Golf Parkway to I-295
- I-295 Express Lanes PD&E Study from SR 9B to SR 202
- I-295 Express Lanes PD&E Study from SR 13 to I-95

FDOT General Planning Consultant for the Central Office Systems Management Office | Senior Design Engineer

Providing multimodal transportation planning services under a general planning consultant contract with the FDOT Central Office. Task work orders under this contract include:

- North I-75 Master Plan
- I-75 North Vision Study
- NE Florida Regional Concept for Transportation Operations for Express Lanes
- Writing Traffic and Engineering Chapter for the *PD&E Manual*

FTE Sawgrass Expressway (SR 869) PD&E from Sunrise Boulevard to US 441 and Sawgrass Expressway (SR 869) PD&E from US 441 to Powerline | Project Manager

Provided PD&E services for the study that evaluated adding express lanes to the Sawgrass Expressway (SR 869). Responsibilities include writing public involvement program, sociocultural effects evaluation, crash analysis, and preparing the preliminary environmental discussion (PED) and advance notification package as part of ETDM programming screening report.

FTE Widening of the Homestead Extension of the Florida's Turnpike (HEFT) from SR 836 to East of NW 57th Avenue PD&E Study | Turnpike Project Manager

Served as the FTE project manager for the 19-mile PD&E Study on the Homestead Extension of the Florida's Turnpike (HEFT). The project involved widening of HEFT from six to 10 lanes south of I-75 and from four to eight lanes north of I-75. Responsibilities included managing main-line and interchange alternatives development, crash and lighting analysis, conducting a value engineering study, public involvement, and coordinating the project with FDOT District 4, District 6 and Miami MPO committees.



DAVID ANDERSON, P.E.
QA/QC Manager/Armstrong Drainage Project — Task Manager

Mr. Anderson is a civil engineer with over 30 years of experience in roadway design, drainage design and project development and environment (PD&E) studies. Mr. Anderson has managed the design of numerous freeway, interchange, intersection, and arterial roadway projects. As a drainage designer, he has designed storm sewer systems, culvert extensions, stormwater management facilities, and reviewed various drainage connection permits. While serving as a PD&E project manager with FDOT District 2, Mr. Anderson managed several consultant studies and authored others. He is proficient in the use of engineering software programs such as Microstation, Geopak, ArcGIS, HCS+, and LRE. In addition, Mr. Anderson has served on the FDOT Technical Advisory Committees for drainage, the FDOT-FICE Drainage Scope Task Team, and the FDOT-FICE PD&E Scope Task Team.

FIRM
Osiris 9

EDUCATION
Bachelor of Science, Civil Engineering; University of Florida

PROFESSIONAL REGISTRATION
Professional Engineer: Florida

TRAINING
The Traffic Institute of Northwestern University
Geometric Design Workshop

University of Central Florida
Hydrology for Transportation Engineers

University of Florida
Stormwater Design and Permitting: An Introduction in Using Computer to Solve Stormwater Problems

FDOT Advanced Maintenance of Traffic

PROJECT EXPERIENCE

FDOT District 2 SR 9B Extension PD&E Study | Project Manager

Oversaw the PD&E study that looked at providing access to I-95 in northern St. Johns County. Major issues included reconciling future traffic projections against the planned roadway network and concurrency needs, coordination with the Federal Highway Administration, wetland impacts, and developer plans for non-wetland areas that were possible corridors for the SR 9B extension.

FDOT District 2 SR 15/US 17 PD&E Study | Project Manager

Managed the SR 15/US 17 PD&E study from the Volusia County line to CR 309 in Satsuma, FL. Major challenges addressed in the study included potential impacts to historic resources that included an established historic district in Crescent City, the existing CSX Transportation (CSXT) railway that paralleled most of the corridor, and other structures within the corridor. Other challenges encountered included a state park to the east of US 17 (in an area with the CSXT tracks to the west), a Florida Power and Light sub-station south of Pomona Park, elected officials wanting a multi-use path, and future development plans for a Wal-Mart distribution center on the Volusia County line.

FDOT District 2 SR 26 Reconstruction from Newberry to CR 241 S | Drainage Designer

Designed drainage improvements for the reconstruction of SR 26 from two lanes to four lanes in Alachua County, FL. Mr. Anderson's design included two storm sewer systems and nine stormwater management ponds.

FDOT District 2 SR 47 Reconstruction from I-75 to SR 25 | Drainage Designer

Provided drainage design for the reconstruction of SR 47 from two lanes to four lanes in Columbia County, FL. The project included 4.5 miles of curb and gutter with four separate storm sewer systems and four stormwater management systems.

FDOT District 2 I-75 Stormwater Management System | Engineer of Record

Led plans preparation and drainage design for a new stormwater management system located 0.7 miles north of the I-75/SR 222 interchange in Alachua County, FL. The goal of the project was to improve stormwater runoff from I-75 in a closed basin. Project included setting right-of-way, dealing with property owners, and designing stormwater management systems in Karst Sensitive Areas.



STEVEN NORIEGA, P.E.
QA/QC

Mr. Noriega is a civil engineer with more than 20 years of experience managing and providing the design of water resource systems, including stormwater best management practices (BMPs), drainage system design and permitting, hydrology and hydraulics modeling, and erosion and sediment control. He has also acted as a representative for technical presentations, public forums, and client proposal presentations for a variety of projects, representing several different agencies, such as FDOT and the Florida Department of Environmental Protection (FDEP). In addition to creating project scopes, fee estimates, and performing QA/QC reviews, Mr. Noriega performs watershed and flood plain studies.

FIRM
STV

EDUCATION

Bachelor of Science,
Civil Engineering/Water
Resources; University of
South Florida

Bachelor of Science,
Construction Management;
University of Florida

**PROFESSIONAL
REGISTRATIONS**

Professional Engineer:
Florida, Georgia, North
Carolina, South Carolina

TRAINING

Stream Restoration Training,
Rosgen Levels I, II, III

Project Management Training;
PSMJ

PROJECT EXPERIENCE

Hillsborough County Aviation Authority Tampa International Airport Master Drainage Plan Update | Engineer of Record

Directed the design for multiple stormwater facilities throughout the airport to provide both water quantity and quality control to meet the local water management district's requirements. This effort involved updating the airport's master drainage plan, which incorporated a 3,900-acre watershed model, planning level pond-siting reports, large channel realignment, approximately five miles of box culvert, and a 6,000-foot stormwater dry detention facility. Mr. Noriega conducted drainage research and design, airfield coordination, and conceptual permitting. This project incorporated a number of structural BMP's, as well as total maximum daily load (TMDL) planning for the new facilities. In recent years, this update has served as the blueprint for many other large-scale facility upgrades at the airport.

FHWA EFL/FDOT SR 85 Interchange Design-Build | Water Resources Engineer

Served as drainage EOR for the design of the new overpass carrying West McWhorter Avenue over SR 85 near Eglin AFB in Okaloosa County, FL. The FHWA Eastern Federal Lands (EFL) project incorporates a new bridge and half-clover interchange with associated stormwater management facilities and sideline drainage. Mr. Noriega designed all stormwater conveyance systems and water quality best management practices. He also implemented Federal Aviation Administration wildlife advisory circular guidelines due to the project's proximity to local military airfields.

Florida DEP Office of Greenways and Trails Boundless Playground at Wakulla Station | Lead General Civil Designer

Led the general civil design for this multi-faceted, universally-accessible children's playground in Wakulla, FL, for FDEP.

FDOT District 1 District-wide Drainage Design | Lead Designer

Aided in the investigations and design solutions for flood alleviation studies throughout Southwest Florida.

Florida DEP Office of Greenways and Trails New Campground | Senior Designer

Oversaw general aspects of the civil engineering for this new campground in Marion County, FL, for FDEP.



CHRISTIAN GYLE, P.E.

St. Augustine Boulevard & Cypress Road Drainage — Task Manager CDBG Management

Mr. Gyle has 15 years of experience in the design of roadway and drainage projects. His design responsibilities include data collection, roadway horizontal and vertical alignment, cross sections, MOT plans, signal design, signing and marking design, stormwater design and modeling, development of calculation books for stormwater facilities, stormwater permitting, and pedestrian facility design. Mr. Gyle has demonstrated industry leading drainage expertise in stormwater design, planning, and permitting using the latest adopted pollution removal techniques and practical design elements to provide the most economical long-term solutions.

FIRM

Osiris 9

EDUCATION

Bachelor of Science, Civil Engineering; University of Florida

PROFESSIONAL REGISTRATION

Professional Engineer: Florida

CERTIFICATIONS

FDOT Advanced Maintenance of Traffic

IMSA Level I

PROJECT EXPERIENCE

SJC Winton Circle Drainage Improvements | Project Engineer

Developed recommendations to alleviate drainage and maintenance problems in the Woodridge neighborhood. Mr. Gyle modeled and designed a revision to the permit that resulted in the flood reduction by over one foot in the design storm.

SJC Fountain of Youth Drainage Study | Project Engineer

Conducted a drainage study for two small neighborhoods in St. Augustine Beach along Fountain of Youth Boulevard and Rio Del Mar Street that continuously experience flooding. Mr. Gyle modeled, designed, and prepared a report for a solution that reduced the design storm flood stage more than 1.5 feet.

SJC Ravenswood Drainage | Project Engineer

Designed safety and drainage improvements for Ravenswood Drive between Pacific Boulevard and East Jayce Way to pipe an existing ditch to remove a drop-off hazard and provide stabilized road shoulders for a heavily-traveled school bus route. Mr. Gyle designed the swale and pipes in 3-D to stay within existing ROW.

FDOT District 2 First Coast Expressway Phase 2 | Project Engineer

Conducted drainage design for a new alignment, 4-lane toll facility extending from the St. Johns River to Old Jennings Road. Christian served as the lead designer for all drainage and pond design, modeling, calculations, and 3-D design.

FDOT District 2 I-10 Marietta Interchange Design-Build | Design Engineer

Prepared design plans for the new diamond interchange on I-10 west of I-295. Mr. Gyle provided innovative nutrient removal designs that fast-tracked the SRJWMD permit modification, and saved over \$2 million as well as months of construction time and future maintenance costs for FDOT and the City of Jacksonville.

City of Jacksonville Pine Forest Drainage Design | Design Engineer

Designed and developed plans to upgrade the existing drainage systems serving a 177-acre economically disadvantaged area of Jacksonville. Mr. Gyle designed and permitted conveyance systems and stormwater facilities to provide treatment and attenuation for stormwater runoff and alleviate flooding.

City of Jacksonville Lake Forest Drainage and Utility Improvements | Engineer

Designed drainage improvements, water and sewer upgrades, and roadway widening for a 240-acre economically disadvantaged area of Jacksonville. Mr. Gyle designed the improvements within the existing ROW.



BRYON WUCZYNSKI, P.E.
Oyster Creek Basin Improvements — Task Manager

Mr. Wuczynski is a civil engineer with 17 years of experience involving roadway and land development projects, including highways, bridges, and residential community development districts (CDDs). His specific expertise extends to all aspects of stormwater management, such as pond, conveyance system, and culvert design; floodplain modeling; and drainage reports. An experienced project coordinator, Mr. Wuczynski is skilled in team management, project oversight, permitting, and collaboration with government and municipal agencies, including FDOT and multiple Florida water management districts.

FIRM
STV

EDUCATION
Bachelor of Science, Civil Engineering, University of Florida

PROFESSIONAL REGISTRATION
Professional Engineer: Florida

MEMBERSHIP
American Society of Highway Engineers (ASHE)

COMPUTER SKILLS
MicroStation, GEOPAK Road, ASAD, ICPR, Ponds, HY8, HEC-RAS

PROJECT EXPERIENCE

FDOT District 2 I-75 Milling and Resurfacing from US 90 to I-10 | Project Engineer

Evaluated existing drainage issues with milling, resurfacing, and restoration work on nearly 8 miles of an existing 6-lane interstate in Columbia County, FL. Mr. Wuczynski worked to alleviate routine flooding along a portion of the project corridor by conducting a drainage study evaluating cross drains and embankment failures.

FDOT District 5 I-75 at CR 484 Interchange Improvements | Lead Drainage Engineer

Overseeing drainage design for improvements along CR 484, an urban 4-lane roadway in Marion County, FL. Mr. Wuczynski is responsible for the design of stormwater collection/conveyance systems, pond design, and permitting.

SEDA Construction Company Sandy Creek CDD | Drainage Engineer

Directed stormwater and drainage design for a 499-acre residential development containing 36 stormwater management facilities in St. Johns County, FL. Mr. Wuczynski led the design and permitting of water collection/conveyance systems and stormwater management facilities. He also oversaw roadway and utility design, grading, and design issues related to plans production and permitting.

City of Jacksonville New World Avenue | Drainage Engineer

Designed stormwater management systems and facilities to accommodate a new 3.8-mile, 4-lane divided highway through Cecil Commerce Center, a former military facility converted for future commercial and industrial development in Jacksonville, FL. Mr. Wuczynski completed 60% plans for permit acquisition from SJRWMD.

DR Horton Inc. The Trails/Winchester Ridge CDD | Project Manager

Led a design team for a 370-acre residential development in Jacksonville, FL, containing 33 stormwater management facilities with phased construction. Mr. Wuczynski managed the design and permitting of collection/conveyance systems; stormwater management facilities, roadways, utilities, and grading. He also oversaw floodplain modeling and a drainage study.

Levitt and Sons LLC Cascades at Grand Landings | Project Manager

Managed the infrastructure design team for a new 232-acre residential development in Flagler County, FL. Mr. Wuczynski oversaw four engineers designing water collection/conveyance systems, stormwater management facilities, roadways, and utility placements. He also directed permit acquisition from the water management district, Flagler County, and Palm Coast utilities. He also oversaw floodplain modeling and a drainage study.



RICH VANSICKLE, P.E.
Orange Street Drainage Improvements — Task Manager
Constructability Review

Mr. VanSickle has more than 30 years of experience in project management, roadway and drainage design, permitting, and traffic control plan preparation. He is skilled in construction inspection and constructability review. Mr. VanSickle has a broad background in highway reconstruction efforts that involve bridge deck improvements and concrete placement, particularly FDOT projects. He has also provided claims analysis, presentations to dispute review boards, and value engineering services.

FIRM
STV

EDUCATION
Bachelor of Science, Civil
Engineering; University of
Texas

PROFESSIONAL REGISTRATION
Professional Engineer: Florida

CERTIFICATION
Florida Advanced MOT

TRAINING
Design Exceptions and
Design Variations, FDOT

MEMBERSHIPS
American Society of Civil
Engineers (ASCE)

American Public Works
Association (APWA)

PROJECT EXPERIENCE

City of Jacksonville Imeson Park Boulevard Extension | Project Manager

Oversaw design for this urban arterial extension in Jacksonville, FL. The work included roadway drainage design, environmental permitting, and traffic control for two miles of new alignment. Permitting was required for stormwater management, wetland, and relocation of gopher tortoise populations. New intersections were constructed at Busch Drive/Imeson Park Boulevard and Zoo Parkway/Imeson Park Boulevard. The initial construction phase included half of a 4-lane divided arterial with a design speed of 50 mph and the project will be expanded in the future to construct all lanes. Drainage, business access, and intersection geometry were designed to be compatible with any future build-out. More than 5 acres of abandoned airfield taxiway was removed to accommodate the project. Access for specialized large trucks traveling to and from adjacent shipping facilities was provided throughout all phases of construction.

FDOT District 5 SR 500 Drainage Improvements | Project Manager/EOR

Managed this drainage improvement project along SR 500 (US 441) from SE 31st Street to 10th Avenue in Ocala, FL. The project also added keyhole bicycle lanes adjacent to right turn lanes and new sidewalks. Mr. VanSickle provided extensive utility coordination and designs for the drainage improvements that were able to accommodate utilities with only minimal adjustments. He also oversaw extensive drainage reconstruction to alleviate flooding.

FDOT District 2 SR 23 Extension | Project Manager

Oversaw design for this major roadway extension of SR 23 (Branan Field/Chaffee Road) in Jacksonville, FL. Mr. VanSickle managed drainage design, environmental permitting, and traffic control measures. He also oversaw design for bridges, retaining walls, lighting, signalization, signing, pavement marking, and utility adjustments for the new 6.5-mile limited access roadway. The project was designed as part of the Jacksonville outer beltway, with Phase I consisting of an interchange at I-10, 6 lanes of I-10, a new 4-lane roadway from I-10 to New World Avenue, and a new 2-lane roadway from New World Avenue to 103rd Street.

FDOT District 5 US 1 and Suntree Boulevard Intersection | Project Manager

Oversaw civil works projects that resulted in operational improvements at the US 1 and Suntree Boulevard intersection in Brevard County, FL. These projects included the addition of double left turn lanes from northbound US 1 onto westbound Suntree Boulevard, double left turn lanes from eastbound Suntree Boulevard to northbound US 1, and a new westbound receiving lane on Suntree Boulevard.



ZHUAN LOO
GIS Services

Ms. Loo has over 14 years of experience in land use planning and zoning, GIS, PD&E studies, Efficient Transportation Decision Making (ETDM), and public involvement. Her experience includes working for the Land Planning Division of the Georgia Regional Transportation Authority and as in-house consultant for FDOT District 4 providing ETDM/GIS support services. Ms. Loo is fluent in Spanish and has provided written and oral translation services at public meetings.

PROJECT EXPERIENCE

FDOT District 4 PD&E Study Districtwide Consultant GIS In-House Support | GIS Specialist

Provided in-house support to the PD&E Engineer. Ms. Loo provided GIS services and maintenance of the PD&E database and library, and developed checklists for PD&E managers to confirm proper documentation is submitted for all PD&E studies. She also performed ETDM testing to verify the Environmental Screening Tool website updates were free from "bugs".

FDOT District 4 PD&E Study Districtwide Consultant ETDM Screenings | Planner

Assisted the District with support services for the ETDM process. Ms. Loo developed project purpose and need statements, performed GIS analysis, and prepared the preliminary environmental discussion and supporting documentation for multiple projects. Once the projects were reviewed by federal and state agencies, Ms. Loo summarized agency comments and assigned the degree of effect to natural, cultural, and community issues.

FDOT District 4 Districtwide Transit Planning Support Electric Vehicle Charging Station Research | Planner

Researched the viability to expand the electric vehicle charging stations in Broward County, FL. Ms. Loo collected data including charging station types, locations, cost, ease of use, demographics, and economic data. Using GIS, she digitized the data to locate clusters of charging stations and vehicle owners/registration to determine the need for additional stations.

FDOT District 4 Golden Glades Interchange PD&E Study | Planner

Assisted with development of the PD&E study for the Golden Glades Interchange from SR 826 to I-95. The purpose of this study is to improve traffic operations at the Golden Glades Interchange and increase user benefits by reducing congestion, increasing connectivity, and improving travel delay caused by the circuitous routes at the interchange. Ms. Loo provided GIS and public involvement support, collected signage data to develop a Signage Inventory Memo, and developed the transportation plan consistency.

GDCA Developments of Regional Impact on the Atlanta Metropolitan Area | Planner

The Georgia Department of Community Affairs (DCA) follows a stringent certification and review process to measure and mitigate the traffic impacts of a Development of Regional Impact (DRI) on surrounding road networks. Ms. Loo's responsibilities included certifying and reviewing DRIs, developing a GIS database for tracking, and maintaining a compliance database to verify whether the developments were approved in accordance with the final decision.

FIRM
Osiris 9

EDUCATION
Master of Arts, Public Administration; Norwich University

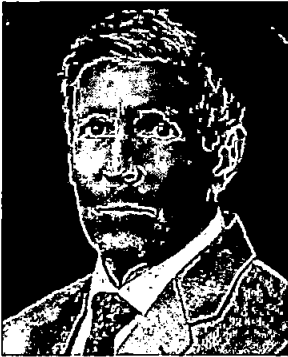
Bachelor of Arts, Environmental Design; University of Buffalo

TRAINING
GeoDatabases 1 and 2

Effective Communications for Public Involvement

Introduction to Mobile GIS

MEMBERSHIP
American Planning Association



TOM PERCIVAL
Public Involvement

Mr. Percival has over 40 years of experience in PD&E studies, access management, value engineering, and public involvement. Mr. Percival served as the manager of the Florida's Turnpike Enterprise (FTE) Environmental Management Office and held numerous District 5 positions including Project Development Administrator, PD&E Project Manager, and Design Consultant Project Manager. He directed the activities of the PD&E sections to confirm engineering reports, interchange reports, and environmental studies conformed to the PD&E Manual and Florida Statutes. His public involvement duties included presiding over public hearings and representing Florida's Turnpike Enterprise at public and agency meetings. As the FDOT District 5 Project Development Administrator, Mr. Percival supervised PD&E managers and managed all aspects of the project development process including presiding over public hearings and representing the District at public meetings.

FIRM
Osiris9

EDUCATION
High School Diploma;
Colonial High School

TRAINING
Socio-Cultural Effects and
Public Involvement

DOT Leadership Academy
DOT Supervisory Academy

Value Engineering CVS
Module 1 Workshop

Value Engineering Team
Leader

PD&E Manual Process
Training

Media Relations

PROJECT EXPERIENCE

FDOT District 5 Wekiva Parkway PD&E Study from US 441 to I-4 | Project Manager

Served as the FDOT Project Manager for this 25-mile new alignment toll facility that traverses through portions of the Wekiva Springs Basin in Orange and Seminole counties. Due to controversy associated with potential developments in the basin, the *Wekiva Basin Area Task Force* was created by Governor Bush. The task force evaluated recommendations regarding the location of Wekiva Parkway and measures to protect wildlife and the Wekiva Springs Basin. Mr. Percival's responsibilities included leading public involvement efforts and providing overall management of the consultant for the project. Due to the highly controversial nature of project, numerous public meetings were held. The project was ultimately approved and is currently under construction with some portions currently open to traffic.

FTE Osceola Parkway Extension PD&E Study from Boggy Creek Road to east of Narcoossee Road | Project Manager

Served as the FTE Project Manager for this new alignment toll facility that extended the existing Osceola Parkway from Boggy Creek Road to east of Narcoossee Road. Mr. Percival's responsibilities included public involvement, corridor alternative development, and agency coordination.

FDOT District 5 I-4 Widening PD&E Study from SR 434 to Lake Mary Boulevard | Project Engineer

Designed widening plans for a 5-mile segment of I-4 from SR 434 to Lake Mary Boulevard in Seminole County, FL. Mr. Percival developed roadway and interchange concepts, produced project documentation and provided public involvement services for the PD&E study.

FDOT District 5 CSXT Railroad Crossings at SR 464 and SR 44 | Project Manager

Served as the FDOT Project Manager for two separated grade railroad crossings in Marion and Sumter counties, FL. Mr. Percival's responsibilities included concept development, public involvement, and project documentation. Project approval for these two crossings were time sensitive due to a high-level proposed rail project.



FIRM
STV

EDUCATION

Master of Science, Civil Engineering; Virginia Polytechnic Institute and State University

PROFESSIONAL REGISTRATION

Professional Engineer: Florida

CERTIFICATION

Certified Floodplain Manager (CFM); ASFPM

BILL WHITE, P.E., CFM
FEMA Floodway Modeling

Mr. White is a senior civil engineer and project manager with more than 35 years of experience in the structural design and construction of highway and railway bridges and infrastructure improvements. He has expertise in hydrology and hydraulics, drainage design, stormwater management, and bridge scour evaluations. Mr. White has been responsible for environmental permitting for work in sensitive watersheds and waterways requiring coordination with the U.S. Army Corps of Engineers and FEMA. He is experienced in the use of the HEC-RAS and HEC-2 software, and the USGS/FHWA Step Backwater Program "WSPRO." Mr. White also has considerable experience with construction staging and the design of falsework and excavation shoring.

PROJECT EXPERIENCE

Tolomato CCD Nocatee Parkway Phase II | Senior Engineer

Led bridge hydraulics design in compliance with FEMA requirements for the Durbin Creek Bridge and the US 1 Flyover Bridge for Phase II of The Parc Group Nocatee Parkway design. Mr. White provided input for the bridge design recommendations and was responsible for the Bridge Hydraulics Report. This section of Nocatee Parkway, a 4-lane limited access freeway, was designed to serve a new development in St. Johns and Duval counties, FL.

Florida East Coast Railway Bridge Construction Program | Senior Engineer

Performed field inspection, plan design, and calculation checking and revision, and all required hydraulic analysis and construction permitting for various bridges over waterways throughout the state of Florida on the Florida East Coast Railway. Mr. White has applied for and received bridge construction permits for between four and six bridges per year, working primarily with the Florida Water Management Districts. He has also provided all coordination with FEMA for rail bridges over waterways at various locations.

Florida East Coast Railway Bayard Siding Bridges | Project Manager/Senior Engineer

Developing bridge hydraulics design for three railway bridges in south Jacksonville, FL, as part of the Bayard railway siding project for Florida East Coast Railway. Mr. White is providing design for the culverts and headwalls in accordance with FEMA requirements and environmental permits. One of the bridge locations was converted to multi-barrel culverts.

FDOT Districts 2, 5, and 7 Unknown Foundations Scour Evaluations | Senior Engineer

Conducted field investigation and hydraulic analysis in accordance with FDOT Bridge Scour Manual. Mr. White prepared Phase I and Phase II scour study reports, reviewed Phase III reports, and prepared Phase IV countermeasures reports. He reviewed multiple bridges in northern and central Florida (Districts 2, 5, and 7) with unknown foundation conditions.



MARK GOSSELIN, PH.D., P.E.
FEMA Floodway Modeling/Bridge Hydraulics

Dr. Gosselin has more than 20 years of experience in coastal processes, nearshore and open channel hydrodynamics, and sediment transport. His doctoral research involved the development of a method for predicting the rate of clear water local scour based on both laboratory experiments and three-dimensional flow modeling. Dr. Gosselin has served as project manager on hundreds of scour and hydraulic assessments of bridges and coastal structures throughout the country and has served as project manager on numerous coastal engineering studies that have involved wave, hurricane storm surge, riverine flooding, and dam break hydraulic modeling. His experience covers the southeastern United States, Virginia, Washington, and Puerto Rico, and clients such as FDOT, FHWA, USACE districts, FEMA, and NASA. He has applied SWAN+ADCIRC, RMA2, FESWMS, ADH, HEC-RAS, and other analytical techniques to support coastal structure design and assessments for preliminary design and numerous design-build projects.

FIRM

INTERA Incorporated

EDUCATION

Doctor of Philosophy,
Coastal and Oceanographic
Engineering; University of
Florida

Master of Science, Naval
Architecture and Offshore
Structures; University of
California at Berkeley

Bachelor of Science,
Engineering Sciences;
Dartmouth College

**PROFESSIONAL
REGISTRATIONS**

Professional Engineer:
Florida, Louisiana

MEMBERSHIPS

FES

FES Transportation
Committee

Florida Coastal Hydraulics
Council

PROJECT EXPERIENCE

FDOT Districts 1, 3, 4, and 6 Scour Evaluation of Bridges with Unknown Foundations | Program Manager

Managed aspects of FDOT's unknown foundations program. Dr. Gosselin oversaw the risk assessments of all tidally influenced unknown foundation bridges. For certain risk classifications, he developed design and check event (100- and 500-year return period) hurricane storm surge induced hydraulic and scour parameters. The final stage involved the design and evaluation of scour countermeasure alternatives for the bridges deemed scour susceptible or scour critical. These countermeasure alternatives included both hydraulic countermeasures and non-destructive testing. The program involved hydraulic modeling, scour calculation, and/or vulnerability assessment at hundreds of Florida's coastal bridges. Dr. Gosselin's recent work involved reevaluation of predicted scour at several bridges via application of FDOT rock scour methodologies.

FDOT District 5 Post-Hurricane Matthew Damage Assessment of SR A1A | Project Manager/Principal Engineer

Met with FDOT personnel and performed a site assessment of Flagler Beach immediately after passage of Hurricane Matthew. Subsequently, Dr. Gosselin evaluated and identified vulnerable stretches of ocean shoreline to flood hazards from Beverly Beach to Ormond-by-the-Sea where loss of pavement/shoulder integrity was possible in next 12 months. He categorized locations with high, moderate, and low likelihood of pavement/shoulder loss, and identified options and materials for shoreline stabilization. Dr. Gosselin's assessment formed the basis of FDOT proposed actions (including revetment, dune nourishment, and seawall) from Beverly Beach to S. 28th Street in Flagler Beach.

FDOT District 4 NE 23^d Avenue Bridge over Ibis Waterway | Engineer of Record

Developed the BHR in support of the design of the replacement bridge. Dr. Gosselin applied both a two-dimensional storm surge ADCIRC model and a one-dimensional runoff HEC-RAS model. Additional responsibilities included development of the design scour, abutment protection, and navigation and drift clearances accounting for sea level rise scenarios.



JASON BREDA, P.E.
Specifications/Roadway Engineer

Mr. Breda is a senior civil engineer with more than 15 years of experience providing plans and designs for transportation-related projects, including highways and bridges. His responsibilities have encompassed concept development, cost estimating, and construction plan development across Florida, Georgia, North Carolina, and Utah. An accomplished project manager and team leader, Mr. Breda has also managed numerous design contracts for FDOT that included route location, subsurface utility engineering (SUE) services, project development, engineering studies, traffic analysis, and designs for hydraulic systems and public utilities.

FIRM
STV

EDUCATION

Bachelor of Science, Civil Engineering; North Carolina State University

PROFESSIONAL REGISTRATIONS

Professional Engineer: Florida, North Carolina, Georgia

PROJECT EXPERIENCE

FDOT District 2 SR 16 and SR 16/SR 13 Bridge Replacements | Project Engineer

Provided roadway design through 30% plans for two FDOT bridge culvert replacement projects. Designs for the first project replaced bridge No. 710029 over Peters Creek in Clay County, FL, with a 3-cell, reinforced concrete box culvert. The scope also included reconstruction of approximately 0.5 miles of roadway approaches on SR 16. Maintenance of traffic during construction required a temporary on-site detour. The second project consisted of the replacement of bridge No. 780076 over Wards Creek in St. Johns County, FL, with a 2-cell, reinforced concrete box culvert and reconstruction of approximately 0.75 miles of roadway approaches on SR 13/SR 16. Traffic operation improvements included the addition of left and right turn lanes at the SR 16/13 and CR 13 intersection.

FDOT District 3 SR 727 Improvements | Project Engineer

Provided roadway and drainage design for a 2-part contract in Escambia County, FL. Mr. Breda also prepared design exceptions and variations for the FDOT projects. The first consisted of resurfacing, restoration, and rehabilitation of a 1.2-mile section of SR 727 (Fairfield Drive), including milling and resurfacing, ADA upgrades, and railroad crossing removal. The second project improved traffic operations on a 0.4-mile section of SR 727 by widening the existing 2-lane roadway to a 3-lane urban roadway.

FDOT District 2 SR 15/139 RRR Improvements | Project Engineer

Preparing roadway and traffic control plans for the 2.8-mile, 4-lane urban roadway in Duval County, FL. Mr. Breda is creating a report on RRR for the FDOT project that includes milling, concrete pavement rehabilitation, ADA improvements, five design exceptions, six design variations, and traffic signal upgrades.

FHWA Eastern Federal Lands Highway Division SR 85 Interchange Design-Build | Project Engineer

Generated the drainage design and maintenance of traffic plans for a new overpass interchange at SR 85 and McWhorter Avenue on the Eglin Air Force Base in Niceville, FL. The FHWA project included roadway, drainage, and bridge design for a modified AB-cloverleaf interchange with a 2-span, concrete bridge structure designed to the military load classification system.



KEVIN SHOEMAKER, P.E.
Utility Coordination/Roadway Engineer

Mr. Shoemaker is an engineer with experience providing design for transportation projects, particularly roadways and bridges for FDOT. He has provided cross sections, typical sections, and detour mapping, as well as drawings for erosion and sediment control. Mr. Shoemaker is familiar with design variations and exceptions and is skilled in providing design for ponds and drainage improvements, ADA requirements, and roadway improvements. He produces plans for roadway design, traffic control, erosion control, utility coordination, and signing and pavement marking.

FIRM
STV

EDUCATION

Bachelor of Science, Civil Engineering; University of Florida

PROFESSIONAL REGISTRATION

Professional Engineer: Florida

PROJECT EXPERIENCE

FDOT District 2 SR 5 (US 17) over Broward River Bridge | Engineer/Associate Project Manager

Providing the project development and environment (PD&E) study for the replacement of dual bridges on SR 5/US 17 (Main Street) over Broward River in Duval County, FL. The low-level bridge will include a Florida I-beam (FIB)-36 superstructure supported on reinforced concrete pile bents. Mr. Shoemaker is developing roadway, drainage, and traffic control design, as well as providing management and QA/QC services for the design phase, which includes production of the bridge development report and preliminary and final bridge plans.

NAVFAC Southeast NAS Jacksonville Road Repairs | Project Engineer

Provided design services for the roadway rehabilitation and operational improvements for Wasp Street and Albemarle Avenue at Naval Air Station (NAS) Jacksonville to meet Unified Facilities Guide Specification criteria for the Naval Facilities Engineering Command (NAVFAC) Southeast. Mr. Shoemaker provided design and engineering services for milling and resurfacing, gutter grade adjustments to promote positive drainage, pavement designs to accommodate P-3 aircraft, signalization, signing and pavement marking, stormwater drainage upgrades, ADA accommodations, utility coordination, permit coordination, specifications, and project management.

FDOT District 2 I-10 and SR 200 Interchange Reconstruction | Transportation Designer

Produced plans for the I-10 and SR 200 interchange reconstruction in Baldwin, FL, from the initial concept design to the final submittal for FDOT District 2. Mr. Shoemaker was responsible for horizontal and vertical roadway design, cross section design, and drainage analysis to meet FDOT standards. He provided plans for MOT, signing and marking, and utilities. Mr. Shoemaker also provided utility coordination.

FDOT District 2 I-10 Marietta Interchange Design-Build | Engineering Specialist

Provided horizontal and vertical roadway design, cross section design, and drainage analysis for this \$27 million design-build project involving a new 5-ramp interchange on I-10 between Chaffee Road and I-295 in Jacksonville, FL. Mr. Shoemaker's responsibilities also included MOT, signing and marking plans, utility plans, and utility coordination following the FDOT Plans Preparation Manual to meet agency design standards.



RAOUL ILAW, P.E., CCM
CDBR-DR Senior Compliance Manager

Mr. Ilaw is a senior program manager with more than 30 years of experience in the construction industry. He has provided executive and on-site supervision of major transportation, healthcare, educational, and government facility projects, bringing a thorough knowledge of leading-edge industry practices and regulations. A professional civil engineer and a certified construction manager (CCM), Mr. Ilaw has used his varied training and skills to manage multiyear capital programs for the U.S. Postal Service (USPS), the U.S. Department of Defense (USDOD), the FAA, and other public clients. He is well-versed in the requirements and technical aspects of federal contracts and recently managed a Social Services-Block Grant (SSBG) for the New York Governor's Office of Storm Recovery (GOSR), as part of a \$3.8 billion appropriation for rebuilding communities in New York damaged by Hurricane Sandy and other major storms.

FIRM
STV

EDUCATION

Master of Science, Management; Polytechnic University (Polytechnic Institute of New York University)

Bachelor of Engineering, Civil Engineering; City College of New York

PROFESSIONAL REGISTRATIONS

Professional Engineer: New York, Connecticut

CERTIFICATIONS

Certified Construction Manager (CCM); Construction Management Association of America (CMAA)

Construction Project Management; New York University

TRAINING

OSHA 10-Hour Construction Health and Safety

OSHA 30-Hour Construction Health and Safety

Maxims of Practice for Successful Dispute Resolution; CMAA

Design and Installation Criteria for Water Mains; Professional Engineering Continuing Education (PECE)

Geotechnical Engineering; Pratt Institute

PROJECT EXPERIENCE

GOSR Community Development Block Grant-Disaster Recovery CM | Program Manager

Served as start-up manager, which included selecting appropriate personnel for the SSBG effort, part of the HUD Community Development Block Grant-Disaster Recovery (CDBG-DR) program. This was part of a \$3.8 billion effort to recover from damage caused by Hurricanes Irene and Sandy, as well as Tropical Storm Lee, on Long Island, Staten Island, and in upstate New York. The firm provided CM and program management support services across a broad range of CDBG-DR and SSBG-funded programs managed by GOSR. Mr. Ilaw was responsible for initially hiring key staff, managing 67 personnel, assisting in securing the necessary office space to house the project team, negotiating subconsultant agreements, and assisting the operational staff with day-to-day activities.

USPS Architectural, Mechanical, and Electrical Design Services | Program Manager

Responsible for architectural, electrical, and mechanical services during more than 100 projects under a \$900 million multiyear agreement with the USPS. Mr. Ilaw managed a staff of 18 tasked with providing design and engineering, construction management, construction subcontracting, and real estate advisory support services for handicapped accessibility improvements, mechanical and electrical renovations, and new construction in Connecticut, Maine, Massachusetts, New Hampshire, New York, Vermont, Puerto Rico, and the Virgin Islands.

KNIC Properties, LP Kingsbridge National Ice Center CM | Owner's Representative

Led the preconstruction phases for the proposed construction of the Kingsbridge National Ice Center in the Bronx, NY. The project, for Kingsbridge National Ice Center (KNIC) Properties, will transform the Kingsbridge Armory into one of the largest indoor ice rinks in the world. The estimated \$279 million, 750,000-sf center will include nine ice rinks, retail space, and training facilities. Mr. Ilaw was responsible for working with the development team of 10 to 20 professionals, including the project architect and the construction manager, during the due diligence and preconstruction phases. Serving as a key project resource for the owner, he scheduled key project meetings, met with New York City public agencies, developed RFPs for specialty consultants, and selected consultants to become part of the development team.



FIRM
STV

EDUCATION

Master of Science,
Construction Project
Management; New York
University

Bachelor of Science with
Honors, Organizational
Behavior and
Communications; New York
University

CERTIFICATIONS

Fire Department of the City
of New York (FDNY) S56 -
Construction Site Fire Safety
Manager

LEED Accredited Professional
(AP)

LEED Accredited Professional
(AP) Building Design +
Construction (BD+C)

Construction Manager-
in-Training; Construction
Management Association of
America (CMAA)

TRAINING

OSHA 30-Hour Construction
Safety and Health

First Aid, CPR (American Red
Cross)

MEMBERSHIPS

CMAA

Secure Workers Access
Consortium (SWAC)

National Association of
Women in Construction
(NAWIC)

MARY MCDONALD, LEED® AP BD+C
CDBG-DR Compliance Manager

Ms. McDonald has more than 10 years of hands-on experience managing large-scale construction projects effectively and in a timely manner. Her specialized expertise includes administrating contract deliverables, field condition resolution, coordinating construction activities in occupied buildings, performing on-site QA, jobsite safety, personnel scheduling, and budget, status, and financial management reporting. Ms. McDonald has managed construction for numerous high-profile projects throughout the New York metropolitan area, including at One World Trade Center (WTC) and the vehicle security center and tour bus parking facility at the WTC site for the Port Authority of New York and New Jersey (PANYNJ). She has also coordinated contract procurement for the New York State Governor's Office of Storm Recovery (GOSR) during post-storm disaster response efforts throughout the state.

PROJECT EXPERIENCE

GOSR CDBG Disaster Recovery CM | Procurement Manager/Document Control Manager

Managed contract procurement in compliance with specifications established by HUD and GOSR as part of the recovery efforts from damages caused by Hurricanes Irene and Sandy, as well as Tropical Storm Lee, throughout Long Island, Staten Island, and upstate New York. Restoration efforts involved repairs to infrastructure, monitoring of compliance program teams, and reconstruction of community and environmental areas. Ms. McDonald was responsible for reviewing and investigating contractor applications for vendors funded by the GOSR CDBG. In addition, she established and maintained digital project files and instructed team members on appropriate documentation procedures.

PANYNJ One World Trade Center and National September 11 Memorial and Museum | Assistant Project Manager

Overseeing final contract closeout documentation at One World Trade Center at the 16-acre WTC site in lower Manhattan for PANYNJ. The 1,776-foot tower has 3 million sf of office space on 71 office floors and an observation deck on the 100th and 101st floors. Ms. McDonald is responsible for preparing change-order requests, overseeing roof and below grade contract completion, and punch list activities for concrete, iron, curtain wall, and waterproofing installations. She is also coordinating and supervising the installation of Emergency Action Plan waterproofing and flood resiliency measures. Ms. McDonald provides safety oversight, coordinates safety inspections with the client, schedules QA/QC inspections, and arranges for the engineering team to verify and provide sign off for various installations. She is also responsible for reviewing monthly costs and construction charges, and develops project progress reports for submission to the client.



FIRM
STV

EDUCATION

Coursework in Construction Project Management, New York University

Bachelor of Science, Economics; Queens College, City University of New York

DAVINDER KAUR
CDBG-DR Document Control Manager

Ms. Kaur has more than 10 years of experience as a contract administrator who is skilled in developing and administering contracts and requests for proposals (RFPs) for multimillion-dollar construction projects. Her expertise includes managing contracts and pre-award contracts, and administering change orders, progress measurements, and correspondence. Through Ms. Kaur's extensive work with PANYNJ for the construction of the WTC Transportation Hub, she has become proficient in standard operation procedures and best practices relating to contracts management in the government-contracting environment, including Federal Acquisition Regulation (FAR) requirements. She is also adept at organizing and executing project plans and collaborating with diverse technical teams.

PROJECT EXPERIENCE

GOSR CDBG Disaster Recovery CM | M/WBE Coordinator Manager and Elation Systems Analyst

Monitoring and tracking Minority Business Enterprise/Women Business Enterprise (M/WBE) goals and involvement for the New York GOSR's New York Rising Community Reconstruction Program. This \$3.8 billion effort is intended to help communities in Long Island, Staten Island, and upstate New York recover from damage caused by Hurricanes Irene and Sandy and Tropical Storm Lee. The firm is providing program management support services across a range of CDBG and Social Services Block Grant (SSBG) programs managed by GOSR. Ms. Kaur is providing compliance management for the web-based Elation Systems platform and developing reports required for general construction management for the flexible funding made available by the U.S. Department of Housing and Urban Development (HUD)'s CDBG program. She is tracking and managing compliance reporting for CDBG recovery Section 3, M/WBE, and Davis Bacon. Ms. Kaur is also coordinating M/WBE events, communicating daily with the SSBG team to verify that M/WBE and Section 3 compliance is achieved or trending toward the contractual goal, and compiling agendas for daily and monthly meetings to monitor SSBG and M/WBE status. She is also assisting the Project Accountant with preparing invoices, checking supporting documentation, and entering subconsultant invoices into the accounting software to facilitate payments.

NYCDDC New York City Police Training Academy CM | Contract Administrator

Provided document control for the construction management (CM), including preconstruction, construction, and post-construction services, for a new 720,000-sf academy for the New York City Police Department in the College Point section of Queens, NY. This \$760 million joint-venture, design-bid-build project built by the New York City Department of Design and Construction (NYCDDC) consists of a new academic building, a physical training facility, and a central utility plant. The project earned LEED® Gold certification. Ms. Kaur was responsible for the timely and accurate submission of project documents, including developing and maintaining the document development and approval systems, and providing recommendations for improvements. She managed FASTTAC and Constructware updates, including drawings and bid packages. Ms. Kaur tracked requests for information and architect's supplemental instructions, and made sure the team was working with updated drawings and specifications.



DAVID SPANGLER, P.E.
Geotechnical Investigations

Mr. Spangler has more than 21 years of geotechnical engineering experience. He has managed hundreds of geotechnical investigations throughout Florida and the Southeast for proposed residential and commercial properties. Mr. Spangler has also managed and performed Phase I and Phase II Environmental Site Assessments and throughout Florida and the Southeast for proposed residential and commercial properties. Additionally, he has performed and managed several construction materials testing projects.

FIRM
ECS

EDUCATION
Bachelor of Science, Civil Engineering; Florida State University

PROFESSIONAL REGISTRATION
Professional Engineer: Florida

CERTIFICATIONS
OSHA 10-hour

MEMBERSHIPS
Florida Engineering Society (FES)

PROJECT EXPERIENCE

FDOT District 2 SR 9B from I-95 to North of US1 (Phase II) | Geotechnical Engineer

Provided geotechnical services for the extension of SR 9B from US 1 to I-95 in Duval County. The new four-lane limited access roadway project included a new interchange at I-95, upgrades to the interchange at US 1, noise walls, new overpasses at US 1 and Veveras Drive, and utility work along US 1.

Northeast Florida Regional Airport Hanger | Geotechnical Engineer

Led geotechnical services for a new proposed hanger at Northeast Florida Regional Airport in St. Augustine FL.

Gainesville Regional Airport Air Terminal Improvements | Geotechnical Engineer

Provided geotechnical investigations for the rehabilitation of the main terminal at the Gainesville Regional Airport in Alachua County, FL.

FDOT District 2 Wonderwood Drainage Improvements | Geotechnical Engineer

Provided geotechnical services for the \$8.7 million drainage improvement project along SR 116 (Wonderwood Connector) from from I-295 to the Intracoastal Waterway. The 4.6-mile project consisted of emergency drainage improvements and pavement settlement remediation. Repairs and reconstruction addressed previous settlement issues and allowed for safety improvements. Approaches to the Ginhouse Creek Bridge, which had significant pavement settlement, were also repaired, including the design and reconstruction of approach slabs, traffic railings, guardrail, and sidewalk.

PARC Group/SCJ Fire Station 18 | Geotechnical Engineer

Led geotechnical investigations and engineering for the design of a new fire station site in St. Johns County. The station serves the Nocatee community, one of the nation's fastest-growing residential communities.

FDOT District 2 CR 361 Trail and Trailhead | Geotechnical Engineer

Provided geotechnical engineering for the design of a shared-use path that accommodates both pedestrians and bicyclists along CR 361 within the existing 100-foot right-of-way. The team collaborated with FDOT and Taylor County to find the best design solutions at the most reasonable cost while minimizing impacts to environmentally sensitive local habitats, including nearby salt marshes, wetlands and an Essential Fish Habitat. To protect and enhance the natural habitat, the team provided a low-impact design and multiple options for mitigation that included on-site salt marsh creation, and purchasing credits from salt marsh and wetland mitigation banks outside of the local watershed.



GLENN LUSINK, PSM
Surveying & Mapping

Mr. Lusink's 34 years of surveying and mapping experience includes producing and managing projects in varying degrees of complexity for transportation infrastructure (limited access and highway design), land development, hospitality (theme parks and resorts), and continuing services contracts. He has served in both the field and office providing him with a strong knowledge in field and office standards, which is essential to his role in administering the quality assurance/ quality control of survey deliverables. Mr. Lusink has also taken on the leadership role for multiple survey and mapping teams of major projects and contracts establishing a cohesive team of professionals.

FIRM
DRMP

EDUCATION
Academic Courses; Orlando
Technical College

PROFESSIONAL REGISTRATIONS
Professional Surveyor and
Mapper: Florida

CERTIFICATIONS
American Red Cross (First
Aid/CPR/AED)

CSX Roadway Worker
Protection

Department of Defense
(RAPIDGate ID Credential)

e-RAILSAFE System Badge

FDOT Maintenance of Traffic

OSHA 1910.146 Permitted
Confined Space

MEMBERSHIPS
Florida Engineering
Leadership Institute

Florida Surveying and
Mapping Society

FSMS Florida Crown
Chapter National Society of
Professional Surveyors

ASHE

FES

Society of American Military
Engineers

PROJECT EXPERIENCE

***FDOT District 2 SR 5A (King Street) Drainage Improvements from US 1 to East of
Riberia Street | Project Manager***

Provided SUE services for this drainage improvement project in St. Augustine, FL. Mr. Lusink led utility research, designation, and extensive utility location efforts (VVHs) for utility conflicts.

***FDOT District 2 SR 5A (King Street) Drainage Improvements from Riberia Street to the
Bridge of Lions (SR A1A) | Survey Project Manager***

Led survey services for this drainage improvement project along SR 5A (King Street) in St. Augustine, FL. Mr. Lusink's team conducted a detailed investigation of the aging drainage infrastructure using ground penetrating radar (GPR) to identify the drainage system and vacuum excavation trucks on the drainage structures (manhole and inlets) filled with silt and debris.

Seminole County Howell Creek Drainage Study | Project Surveyor

Served as project surveyor for this drainage study for the Howell Creek Drainage Basin — the largest basin in Seminole County, FL. Mr. Lusink provided survey and mapping services for the purpose of inventorying all drainage pipes, culverts, outfall structures, and bridges within the basin. In addition, he provided structure and bridge details, creek/canal cross-sections, and roadway drainage system detailing. The survey files were tied to the Seminole County Vertical Control System.

Town of Edgewater Drainage Study | Project Surveyor

Served as project surveyor for this city-wide drainage study that included the establishment of a city-wide vertical control network, placement of staff gauges, drainage structure details, and cross-sections of various waterways such as creeks, canals and retention areas. The survey provided an inventory of the existing drainage facilities and determined their effectiveness for particular design stormwater flooding events. The study covered 21 miles of canals and nearly 200 culverts. The report outlined recommendations to alleviate flooding problems and set design standards for future development.



PABLO FERRARI, PSM
Surveying & Mapping

Mr. Ferrari has more than 30 years of experience in the surveying field. He has worked with numerous public and private clients on various types of corridor surveys for transportation and utility projects throughout Northeast Florida. Entities that Mr. Ferrari has worked with include St. Johns County Construction Services, City of St. Augustine, St. Johns County Utility Department, St. Johns County School District, FDOT, Jacksonville Transportation Authority (JTA), JEA, City of Jacksonville, JAXPORT, Jacksonville Aviation Authority (JAA), Duval County School Board, Jacksonville University, Clay County Utility Authority, Clay Electric, ATT, Florida Power & Light, and Georgia Transmission Corporation. His thorough understanding of the level of effort needed to accomplish survey and mapping tasks enables him to deliver high-quality survey information to the client while keeping the project on schedule and within budget.

FIRM

Geomatics

EDUCATION

Bachelor of Science, Survey and Mapping; University of Florida

PROFESSIONAL REGISTRATIONS

Professional Surveyor and Mapper; Florida

CERTIFICATIONS

FDOT Maintenance of Traffic

MEMBERSHIPS

Florida Surveying and Mapping Society

National Society of Professional Surveyors.

St. Johns County Economic Development Council

National Council of Examiners for Engineering and Surveying

PROJECT EXPERIENCE

FDOT District 2 SR 5A from King Street to SR 16 | Survey Project Manager

Provided horizontal and vertical project control, topographical survey, and DTM. The improvements under this contract consist of milling and resurfacing, base work, drainage improvements, curb and gutter; traffic signals, highway signing, sidewalk/bicycle path and other incidental construction on SR 5A (A1A) from north of King Street to SR 16 (Picolata Road) in St Johns County.

FDOT District 2 SR 105/Heckscher Drive | Survey Project Manager

Provided design survey and alignment survey for the widening of SR 105 (Heckscher Drive) in Jacksonville, FL.

FDOT District 2 State Road 223 | Survey Project Manager

Providing CEI surveying services for the Starke By-pass in Bradford County, FL. The new roadway will consist of two travel lanes in each direction, and overpasses will be constructed over CR 100A, the CSX Railroad, and CR 229. Interchanges will be constructed along the new roadway to provide access to SR 100 and SR 16. The new roadway will provide an alternate route for freight-carrying trucks, and will help alleviate some of the traffic congestion on US 301 through downtown Starke.

FDOT District 2 SR 126/Emerson Street Improvements | Survey Project Manager

Provided horizontal and vertical project control, centerline, right-of-way mapping and references for the resurfacing and improvement project along one mile of Emerson Street (SR 126) from Hendricks Avenue (SR 13) to Philips Highway (US 1) in Jacksonville, FL. The project also includes traffic signal upgrades, the installation of countdown pedestrian timers and sidewalk and handicap-accessible ramp improvements at the intersection of St. Augustine Road. In addition, concrete medians will be installed on both sides of the Florida East Coast Railroad crossing, located a block west of Philips Highway.

FDOT District 2 SR10/Atlantic Boulevard Resurfacing | Survey Project Manager

Provided 2-D/3-D topographic centerline alignment survey along 2.2 miles of SR 10 (Atlantic Boulevard) from Brookview to Kernan Boulevard in Jacksonville, FL.



RYAN CARTER, PWS
Wetland Delineation and Permitting

Mr. Carter has 20 years of experience in the environmental field working with local, state and federal environmental regulatory offices. He is an advocate for his clients and strives to balance regulatory constraints with real world scenarios. Mr. Carter has managed all aspects of environmental assessments and permitting associated with transportation, residential, and commercial projects in St. Johns County. This work includes environmental permitting, wetland delineation, protected animal species surveys, preliminary site assessments, Florida native plant taxonomy, ecological monitoring aerial photo interpretation; operation of a global positioning system unit and wetland creation design.

FIRM

Carter Environmental Services

EDUCATION

Bachelor of Science, Forest Resources and Conservation; University of Florida

CERTIFICATIONS

Certified Professional Wetland Scientist (PWS)

Authorized Gopher Tortoise Agent

Aquatic Herbicide Applicator

PROJECT EXPERIENCE

Lennar Homes Windward Ranch (F/K/A Encanta) | Principal Environmental Scientist

Performed the wetland delineation, environmental permitting with St. Johns County, SJRWMD and USACE for a 433-acre single family residential subdivision.

Poa Boy Mitigation Bank | Principal Environmental Scientist

Managing the design and permitting of the first row crop to wetlands mitigation bank in Florida. Located on 640 acres of historic wetlands as determined by two separate certified soil scientist investigations, the current mitigation plan will remove over 3,200 lbs of nitrogen and 380 lbs of phosphorus from entering the St. Johns River every year through Tocol, McCullough and Sixmile creeks. The Poa Boy Mitigation Bank (PBMB) is the headwaters for Basin 5, a large and very active regulatory basin stretching from St. Augustine north to Jacksonville, and located on both sides (east and west shorelines) of the St. Johns River. The PBMB restoration plan calls for 368 acres of Basin Swamp establishment around a core of 171 acres of bottomland hardwood forest, with pockets of freshwater marsh and mesic oak hammock islands adjacent to the marshes. This unique design will allow for maximum edge effects, a diversity of habitats and mimics proportionally the percentages of these habitats found within Basin 5. In addition, the St. Johns County Crop Alternative Program will benefit from the nutrient reductions thus assisting the County with their Basin Management Action Plan (BMAP) goals. The location of PBMB at the headwaters of Basin 5 and connectivity to adjacent conservation lands provides for significant watershed support and improvement of water quality and wetland function.

Dreamfinders Homes Wildwood PUD | Principal Environmental Scientist

Performed the wetland delineation and environmental permitting for a 15 acre single family residential subdivision. Mr. Carter's team also performed gopher tortoise surveys and relocation as required by the Florida Fish and Wildlife Conservation Commission.

FDOT District 2 State Road 9B Extension | Principal Environmental Scientist

Obtained a permit modification with the SJRWMD and USACE for the 455-acre I-95 interchange. The project included design modifications that reduced the total wetland impacts, resulting in a surplus of 9.75 mitigation bank credits that can be used in the future on other FDOT projects. Mr. Carter also performed gopher tortoise surveys, permitting, and relocation within the project area.



FIRM
STV

EDUCATION
Bachelor of Science, Civil
Engineering; University of
Central Florida

CERTIFICATION
Engineer-in-Training: Alabama

SHAVONNE HOYTE-RENE ***Stormwater Data Model Design/Engineering Design Support***

Ms. Hoyte-Rene has more than 10 years of experience developing stormwater management systems. She specializes in new and retrofit design for ponds, open channels, and storm sewer systems. Ms. Hoyte-Rene has contributed to drainage improvement studies and stormwater analysis and design to determine and resolve flooding issues. She has also performed hydrologic and hydraulic analyses. Ms. Hoyte-Rene is adept at obtaining permitting and producing stormwater, pond siting, and drainage reports.

PROJECT EXPERIENCE

FDOT District 5 LAP Administration | Engineering Specialist

Provided project management assistance as an in-house consultant for Local Agency Program (LAP) design and construction projects in District 5 of FDOT. Ms. Hoyte-Rene was responsible for working with municipalities to prepare documentation to receive federal and state funding. She prepared design and construction phase scopes, maintained project schedules, and tracked project costs. Ms. Hoyte-Rene also provided QC of design plans and tracked the electronic review comments (ERC) process while coordinating with municipalities and FDOT.

City of Jacksonville Country Creek Drainage Improvements | Drainage Designer

Conducted a study of drainage conditions in the Country Creek neighborhood of Jacksonville, FL, to resolve identified flooding issues. Ms. Hoyte-Rene verified the survey information, created a model of the existing system, and investigated the existing system conditions. The system experienced backup from undersized pipes, which resulted in flooding. She offered several solutions and recommendations to correct the problem, including upsizing the pipes and widening the creek.

City of Orlando Boone Avenue Extension | Drainage Engineering Specialist

Developed drainage design for the 600-foot extension of Boone Avenue from its terminus at Anderson Street to Sylvia Lane to improve traffic safety and efficiency in downtown Orlando, FL. Ms. Hoyte-Rene's design included the modification of an existing pond affected by the extension, design of the stormwater sewer system for the roadway, and preparation of the drainage report and construction plans.

City of West Melbourne Florida Avenue Extension | Drainage Engineering Specialist

Designed the stormwater management facility and the stormwater sewer system for the \$1.2 million, 500-foot-long extension of Florida Avenue to Hollywood Boulevard in West Melbourne, FL. The new 2-lane urban section alleviated traffic congestion at many of the city's intersections and main roads. Ms. Hoyte-Rene prepared all drainage design computations, construction plans, and the drainage report. She also provided permitting coordination and shop drawing review.

City of Ocoee Clarcona-Ocoee Road/West Road | Drainage Engineering Specialist

Provided drainage design and computations to update existing plans to improve Clarcona-Ocoee Road and West Road in Ocoee, FL. The plans required updating to accommodate new area business development and changes to existing roads. Ms. Hoyte-Rene updated the drainage plans and obtained new permits.



FIRM
STV

EDUCATION
Bachelor of Science, Civil
Engineering, University of
Florida

PROFESSIONAL REGISTRATION
Professional Engineer: Florida

DANIEL SHOULTZ, P.E.
Stormwater Data Model Design/Engineering Design Support

Mr. Shultz is a drainage engineer with experience in stormwater treatment and drainage design for transportation projects, including roadways and bridges. He confirms that projects meet both the client's objectives and the project's schedule and budget. Mr. Shultz is adept at producing roadway plan sets using CAD software.

PROJECT EXPERIENCE

FDOT District 2 Heckscher Drive Bridge Replacements | Drainage Engineer
Providing drainage design for the replacement of existing bridges on SR 105 (Heckscher Drive) over Myrtle Creek and Simpson Creek in Duval County, FL. This project also includes an existing shared use path that connects to the adjacent roadway. Mr. Shultz is responsible for providing support for the drainage design of stormwater collection/conveyance systems.

FDOT District 3 Design Group 15-02 Bridge Replacements | Drainage Engineer
Assisting with the drainage analysis and plans production for the replacement of two local bridges in Escambia County, FL, for FDOT. Hanks Road over Breastworks Creek will be a single-span, skewed prestressed concrete girder bridge. Crary Road over Pritchett Mill Creek will be a 2-cell 10' x 6' reinforced concrete box culvert. Mr. Shultz is assisting in the plans production for roadway improvements and permitting relating to roadway drainage.

FDOT District 2 I-95/I-295 North Interchange Improvements | Drainage Engineer
Providing drainage design review for the segmental flyover interchange at I-95 and I-295 north of Jacksonville, FL. The estimated \$149 million FDOT District 2 project in Duval County, FL, also involves improvements to the US 17/I-295 interchange and replacement of the Cole Road bridge over I-95. Mr. Shultz is responsible for review of the design-build team's drainage calculations and construction plans.

FDOT District 5 I-75 at CR 484 Interchange Improvements | Drainage Designer
Contributing to final drainage design for interchange and intersection improvements along CR 484, an urban 4-lane divided roadway in Marion County, FL. Mr. Shultz is responsible for providing support for the drainage design of stormwater collection/conveyance systems, pond design, and permit modifications. Improvements include additional turn lanes and turn lane extensions at the intersections with I-75 and CR 475A. The project also requires reconstruction of 0.5 miles of the westbound through lanes and modification of the existing I-75 bridge abutments to accommodate turn lane improvements.

FDOT District 2 I-75/US 441 Interchange | Assistant Drainage Designer
Assisted in the design of a conveyance system for this design-build interchange project to improve the existing I-75 and US 441 interchange in Alachua County, FL, for FDOT District 2. Mr. Shultz assisted in plan production for the drainage design, which included the addition of a storm sewer system and modification of several existing treatment ponds. The \$7.9 million project included the addition of an entrance ramp onto I-75 from US 441.

State of Florida
Board of Professional Engineers

Attests that
Osiris Consulting, LLC




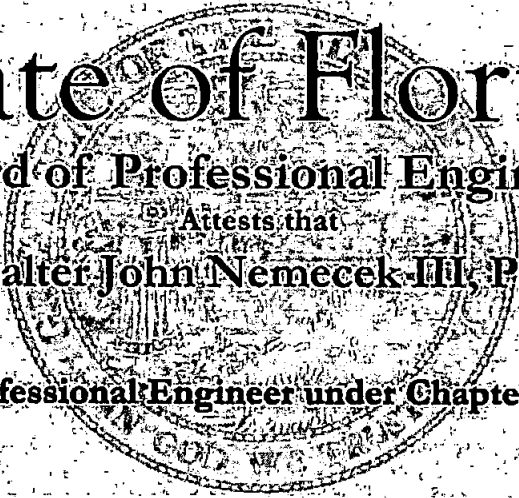
Is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2019
Audit No: 228201900413 R

CA Lic. No:
29670

State of Florida
Board of Professional Engineers

Attests that
Walter John Nemecek III, P.E.




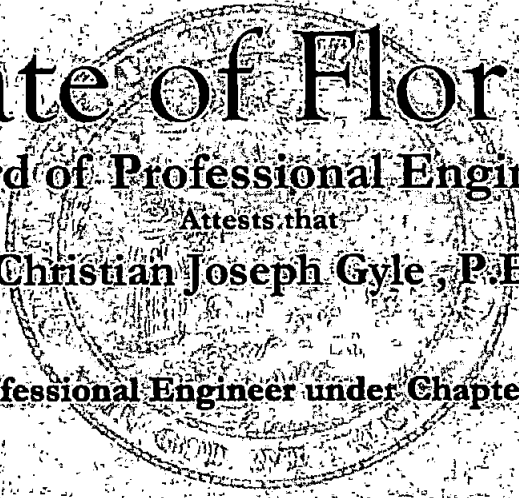
Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2019
Audit No: 228201929399 R

P.E. Lic. No:
58122

State of Florida
Board of Professional Engineers

Attests that
Christian Joseph Gyle, P.E.




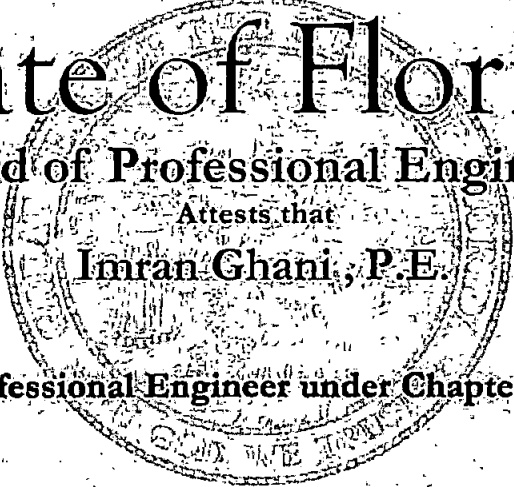
Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2019
Audit No: 228201917545 R

P.E. Lic. No:
69159

State of Florida
Board of Professional Engineers

Attests that
Imran Ghani, P.E.





Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/28/2019
Audit No: 228201903360 R

P.E. Lic. No:
58616

State of Florida
Board of Professional Engineers

Attests that
Kenneth David Anderson, P.E.





Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/28/2019
Audit No: 228201910892 R

P.E. Lic. No:
39384

State of Florida
Board of Professional Engineers

Attests that
LS Incorporated

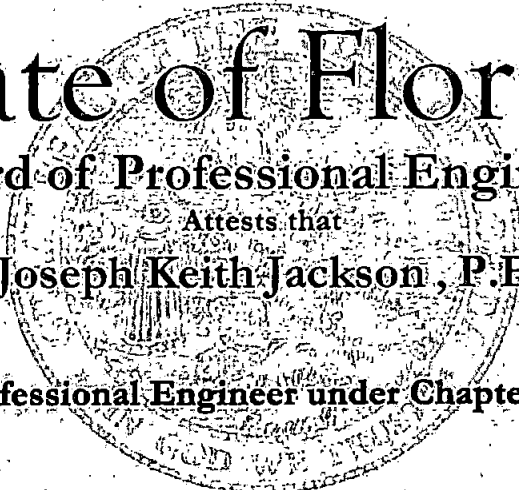



Is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.
Expiration: 2/28/2019
Audit No: 228201902677 R

CA Lic. No:
390

State of Florida
Board of Professional Engineers

Attests that
Joseph Keith Jackson, P.E.



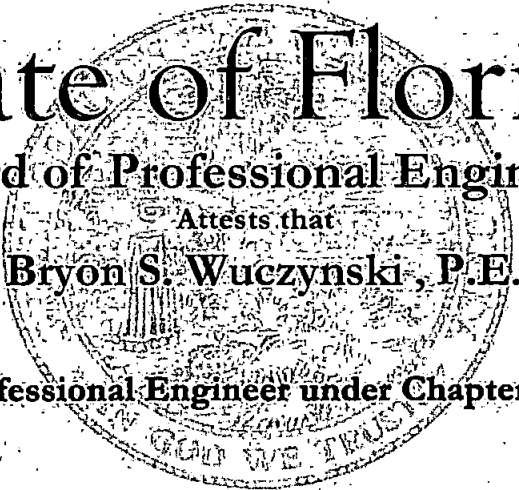
 **FBPE**
FLORIDA BOARD OF PROFESSIONAL ENGINEERS


Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/28/2019
Audit No: 228201917710 R

P.E. Lic. No:
71578

State of Florida
Board of Professional Engineers

Attests that
Bryon S. Wuczynski, P.E.




 **FBPE**
FLORIDA BOARD OF PROFESSIONAL ENGINEERS


Is licensed as a Professional Engineer under Chapter 471, Florida Statutes
Expiration: 2/28/2019
Audit No: 228201930096 R

P.E. Lic. No:
64090

State of Florida
Board of Professional Engineers

Attests that
Robert Ritchie Vansickle, P.E.



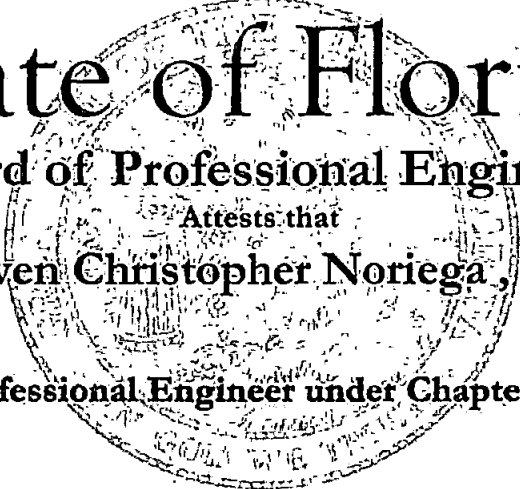
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Audit No: 228201901875 R

P.E. Lic. No:
40272

State of Florida
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Attests that
Steven Christopher Noriega, P.E.



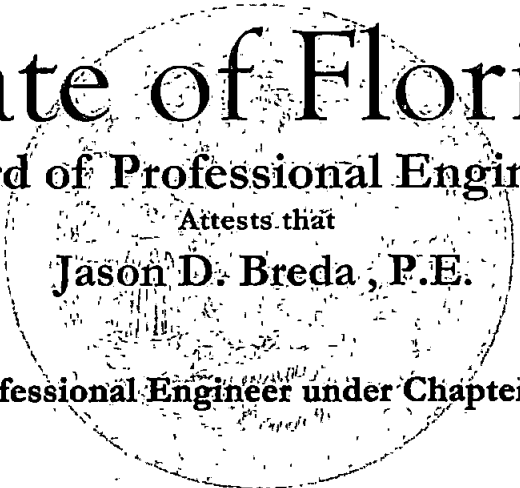
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P.E. Lic. No:
65518

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Attests that
Jason D. Breda, P.E.



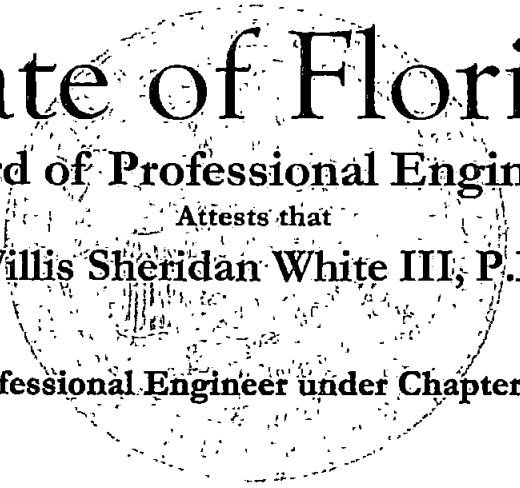
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Audit No: 228201917400 R

P.E. Lic. No:
67046

State of Florida
Board of Professional Engineers

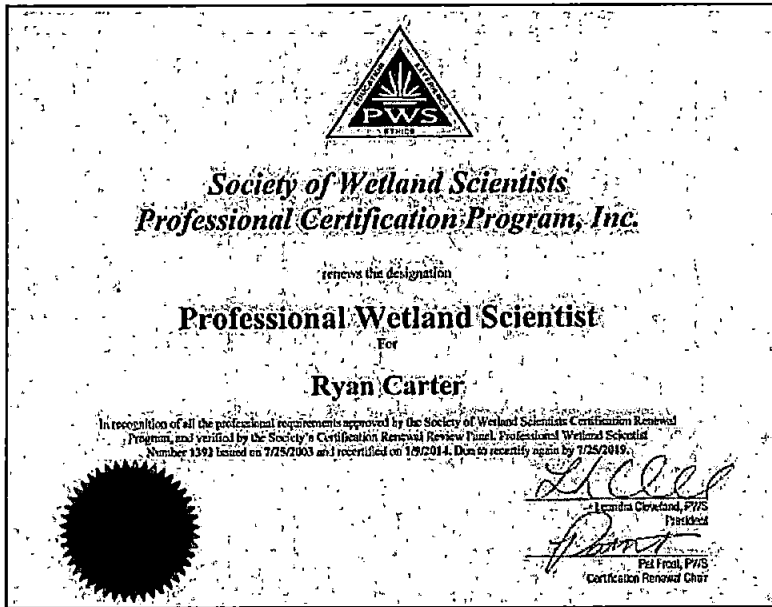

Attests that
Willis Sheridan White III, P.E.



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Audit No: 228201913614 R

P.E. Lic. No:
49112





Authorized Gopher Tortoise Agent
 FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
 Division of Habitat and Species Conservation
 Species Conservation Planning Section
 620 South Meridian Street, Mail Station 2A
 Tallahassee, Florida 32399-1600
 (850) 921-1031

Permittee Name:	Ryan Carter	Permit Number: GTA-09-00060E
Permittee Address:	Carter Environmental Services, Inc. 7 Waldo Street SAINT AUGUSTINE, FLORIDA 32084 UNITED STATES	Effective Date: April 3, 2017 Expiration Date: April 29, 2019

IS AUTHORIZED TO:

1. Conduct gopher tortoise surveys
2. Capture gopher tortoises using hand shovel excavation of gopher tortoise burrows
3. Mark, transport, and release captured gopher tortoises at recipient sites
4. Supervise backhoe excavation of gopher tortoise burrows to capture gopher tortoises




Florida Department of Agriculture and Consumer Services
 Division of Consumer Services
 Board of Professional Surveyors and Mappers
 2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: **LB2648**
 Expiration Date: February 28, 2019

Professional Surveyor and Mapper Business License
 Under the provisions of Chapter 472, Florida Statutes

DRMP, INC.
 941 LAKE BALDWIN LANE
 ORLANDO, FL 32814



 ADAM H. PUTNAM
 COMMISSIONER OF AGRICULTURE





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GLENN J LUSINK
608 CATHERINE FOSTER LN, SAINT JOHNS, FL 32259-7953

Complaints: 0
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Surveyor and Mapper	LS5977	07/13/99	02/28/19	Active
Surveyor of Record For	LB2648	03/23/78	02/28/19	Active

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Name:	ECS - FLORIDA, LLC (Primary Name)
Main Address:	2813 DIRECTORS ROW ORLANDO Florida 32809
County:	ORANGE
License Mailing:	
License Location:	

License Information	
License Type:	Certificate of Authorization
Rank:	Cert of Auth
License Number:	26152
Status:	Current
Licensure Date:	10/14/2004
Expires:	02/28/2019

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Licensee Details

Licensee Information	
Name:	SPANGLER, DAVID WESLEY (Primary Name)
Main Address:	7064 DAVIS CREEK ROAD JACKSONVILLE Florida 32259
County:	DUVAL
License Mailing:	
License Location:	

License Information	
License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	58779
Status:	Current, Active
Licensure Date:	06/20/2002
Expires:	02/28/2019

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GEOMATICS CORP
 2804 N 5TH ST STE 101, SAINT AUGUSTINE, FL 32084-1837
 Phone 904-824-3086

[Complaints: 0](#)
[Print](#)

License Type	License#	Issued	Expires	Status
Surveyor Business	LB6979	12/28/99	02/28/19	Active
Surveyor of Record	LS5261	07/19/93	02/28/19	Active
Surveyor of Record	LS5601	07/05/96	02/28/19	Active

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PABLO FERRARI
 2804 N 5TH ST UNIT 101, SAINT AUGUSTINE, FL 32084-1837

[Complaints: 0](#)
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License Type	License#	Issued	Expires	Status
Surveyor and Mapper	LS5601	07/05/96	02/28/19	Active
Surveyor of Record For	LB6979	12/28/99	02/28/19	Active

MARY C. MCDONALD (GBCI Number: 83037)


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Primary Phone: 646-370-0287 Secondary Phone: 631-379-0869	Primary E-mail: mcdonaldmc@hotmail.com GBCI Number: 83037



Name : ILAW RAOUL DARYL
Address : STAMFORD CT
Profession : PROFESSIONAL ENGINEERING
License No: 067558
Date of Licensure : 09/07/90
Additional Qualification :
Status : REGISTERED
Registered through last day of : 03/19

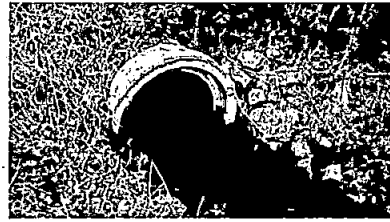
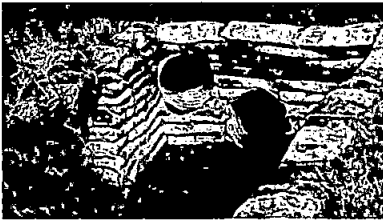
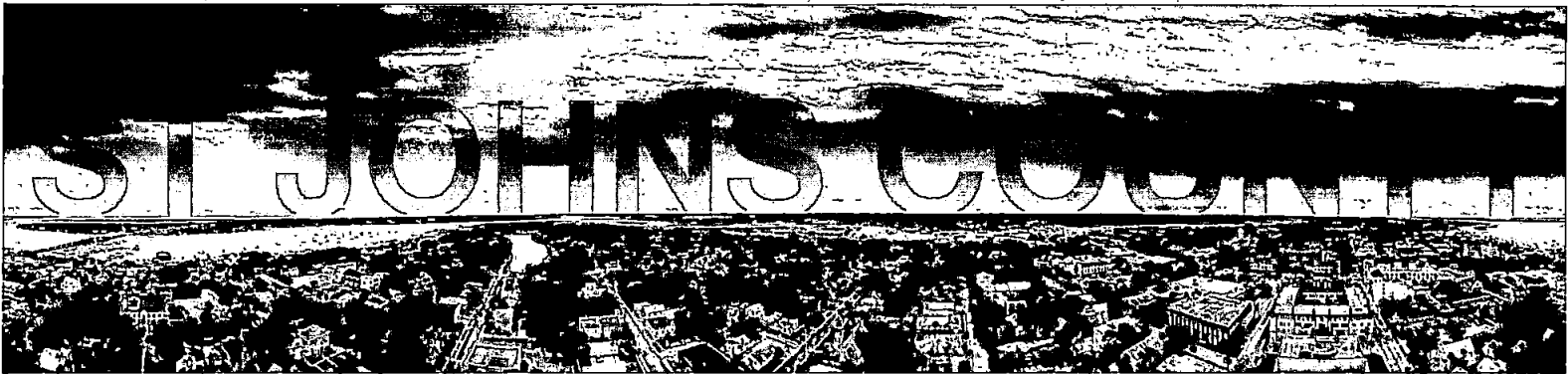
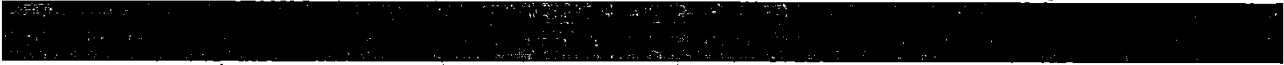
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	License Information											
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	Name:	INTERA INCORPORATED (Primary Name)										
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County:												
License Mailing:												
License Location:												
License Information												
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License Type:	Certificate of Authorization											
Rank:	Cert of Auth											
License Number:	9082											
Status:	Current											
Licensure Date:	11/09/2001											
Expires:	02/28/2019											

 												
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<ul style="list-style-type: none"> Search for a Licensee Apply for a License View Application Status Find Exam Information File a Complaint AB&T Delinquent Invoice & Activity List Search 	Licensee Details											
	License Information											
	<table border="0"> <tr> <td>Name:</td> <td>GOSSELIN, MARK STEVEN (Primary Name)</td> </tr> <tr> <td>Main Address:</td> <td>11421 NW 17TH LANE GAINESVILLE Florida 32606 ALACHUA</td> </tr> <tr> <td>County:</td> <td></td> </tr> <tr> <td>License Mailing:</td> <td></td> </tr> <tr> <td>License Location:</td> <td></td> </tr> </table>	Name:	GOSSELIN, MARK STEVEN (Primary Name)	Main Address:	11421 NW 17TH LANE GAINESVILLE Florida 32606 ALACHUA	County:		License Mailing:		License Location:		
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<table border="0"> <tr> <td>License Type:</td> <td>Professional Engineer</td> </tr> <tr> <td>Rank:</td> <td>Prof Engineer</td> </tr> <tr> <td>License Number:</td> <td>34594</td> </tr> <tr> <td>Status:</td> <td>Current, Active</td> </tr> <tr> <td>Licensure Date:</td> <td>07/26/1999</td> </tr> <tr> <td>Expires:</td> <td>02/28/2019</td> </tr> </table>	License Type:	Professional Engineer	Rank:	Prof Engineer	License Number:	34594	Status:	Current, Active	Licensure Date:	07/26/1999	Expires:	02/28/2019
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Expires:	02/28/2019											



4. RELATED EXPERIENCE

RELATED EXPERIENCE

Our team's multidisciplinary staff has the type of experience and expertise that will provide the County a high level of confidence. As your prime consultant, our personnel from both Osiris 9 and STV have led teams as the prime consultant for contracts with similar project elements throughout north and central Florida. The chart below

demonstrates our vast experience and knowledge with similar project elements associated with the Professional Engineering Services for Five CDBG-DR Transportation and Drainage Projects. Additional details for select projects are provided on the following pages.

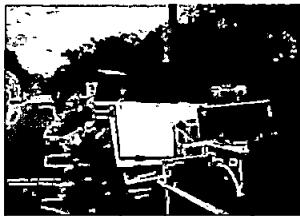
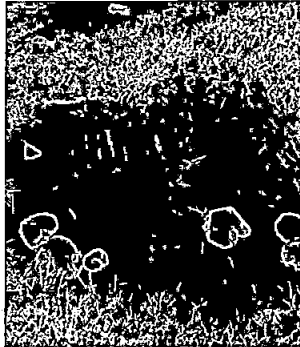
EXPERIENCE MATRIX

PROJECTS	SIMILAR SCOPE ITEMS																						
	St. Johns County	Public Meetings	Plans Update	Drainage Design	Roadway Design	Permitting	ICPR Modeling	Study Phase	Culvert Replacement	Flooding Improvement	Sidewalk Design	Tidal-Influenced Drainage	Innovation	Cost Savings	Quality Control	Schedule Control	Disadvantaged Neighborhood	Multidisciplinary Team	Specifications	Grant Administration	Construction Administration	Adjacent Project Coordination	
CR 210 Widening	●	●		●	●	●	●		●	●	●		●	●	●								●
Winton Circle Drainage Improvements	●		●	●	●	●	●	●	●	●			●	●	●								
CR 13 Culvert Extensions	●			●	●	●	●		●			●	●	●	●				●		●		
CR 13 Baffle Box Design	●			●			●		●			●	●	●	●				●		●		
Ravenswood Drainage Improvements	●			●	●	●	●		●			●	●	●	●		●						
San Rafael Way Drainage	●			●		●	●	●	●	●		●	●	●	●								
Fountain of Youth Drainage Study	●			●	●	●	●	●	●	●		●	●	●	●								
Cornell Dartmouth, Harvard Drainage	●			●	●	●	●		●	●		●		●					●		●		
Hastings Basin H-5 Improvements	●			●		●	●	●	●	●		●	●	●	●		●		●		●		●
Hastings Sidewalk	●	●		●							●						●		●		●		
SR 16/IGP Intersection Improvements	●			●	●	●	●		●		●		●	●		●							
Health Park Boulevard Signal Improvements	●	●		●	●	●	●		●		●	●	●	●	●				●	●	●		
SRA1A Coastal Highway Signal Improvements	●		●		●						●	●		●	●	●			●	●	●		
SRA1A/Solana Road Signal Improvements	●			●	●	●					●		●	●	●				●	●	●		
US 1/SR 312 Intersection Improvements	●	●		●	●	●	●		●		●	●	●	●	●	●			●		●		●

EXPERIENCE MATRIX

PROJECTS	SIMILAR SCOPE ITEMS																						
	St. Johns County	Public Meetings	Plans Update	Drainage Design	Roadway Design	Permitting	ICPR Modeling	Study Phase	Culvert Replacement	Flooding Improvement	Sidewalk Design	Tidal-Influenced Drainage	Innovation	Cost Savings	Quality Control	Schedule Control	Disadvantaged Neighborhood	Multidisciplinary Team	Specifications	Grant Administration	Construction Administration	Adjacent Project Coordination	
Dobbs Road/Kings Estate Road Intersection Improvements and Study	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Racetrack Road Turn Lane	●			●	●	●		●		●			●	●	●	●			●		●		●
Usina Park Pier	●					●		●			●	●	●	●	●	●			●		●		●
Vilano Boat Ramp Expansion	●		●	●	●	●				●		●	●	●	●	●			●		●		●
Overlook Drive Reconstruction	●			●	●	●		●	●	●				●	●								
Cecil Commerce Center Stormwater Master Plan				●		●	●	●	●	●			●	●	●	●			●				●
SR 400 (I-4) Wymore Road Drainage Study		●		●	●	●		●	●	●			●										●
SR 50 from Chuluota Road to SR 520		●		●	●	●		●	●	●			●	●			●	●					●
Port Orange Drainage Study		●		●	●		●	●	●	●		●	●	●			●						
Holland Park Improvements		●	●	●	●	●		●	●	●			●	●	●			●	●		●		●
Moncrief Creek Drainage Design				●	●	●	●		●	●					●				●		●		●
Lake Forest Drainage Improvements				●	●	●	●		●	●	●	●	●	●	●		●	●	●		●		●
Pine Forest Drainage Improvements				●	●	●	●	●	●	●			●	●	●		●		●		●		●
First Coast Expressway Pond Siting/Permitting	●	●		●	●	●	●				●	●	●	●	●			●					●
First Coast Expressway Design Phase 2 North		●	●	●	●	●	●		●		●		●	●	●	●			●	●		●	●
First Coast Expressway Design Phase 2 South		●	●	●	●	●	●		●		●		●	●	●	●			●	●		●	●
I-10 Marietta Interchange Design-Build		●	●	●	●	●	●		●	●	●		●	●	●	●			●	●		●	●
I-275 Carver City Improvements		●		●	●	●	●		●		●		●	●	●	●			●	●		●	●
SR 9B Design-Build	●	●	●	●	●	●	●		●		●		●	●	●	●			●		●		●
CR 484 From SW 20 th Avenue to CR 475A		●	●	●	●	●	●				●		●	●	●	●			●	●			
I-75 Milling and Resurfacing			●	●	●	●				●			●	●	●	●			●	●			●
Hurricane Matthew Inspections	●														●	●	●						
Russell Sampson Road Realignment and Flood Alleviation	●	●	●	●	●	●				●	●		●	●	●	●			●	●			●
Emergency Relief West Virginia Flood				●	●	●				●			●	●	●	●			●				
CDBG-DR Program Management		●				●				●			●	●	●	●			●		●		
City of Jacksonville Drainage Improvements		●		●	●					●	●		●	●	●	●			●				●

FOUNTAIN OF YOUTH DRAINAGE STUDY St. Johns County



OWNER REFERENCE

Nick Perpich
(904) 209-0110
nperpich@sjcfi.us

REPORT COMPLETED

2018

CONSTRUCTION COMPLETION

2019

DESIGN FEE

\$80,000

CONSTRUCTION COST

\$250,000 (est.)

The Challenge

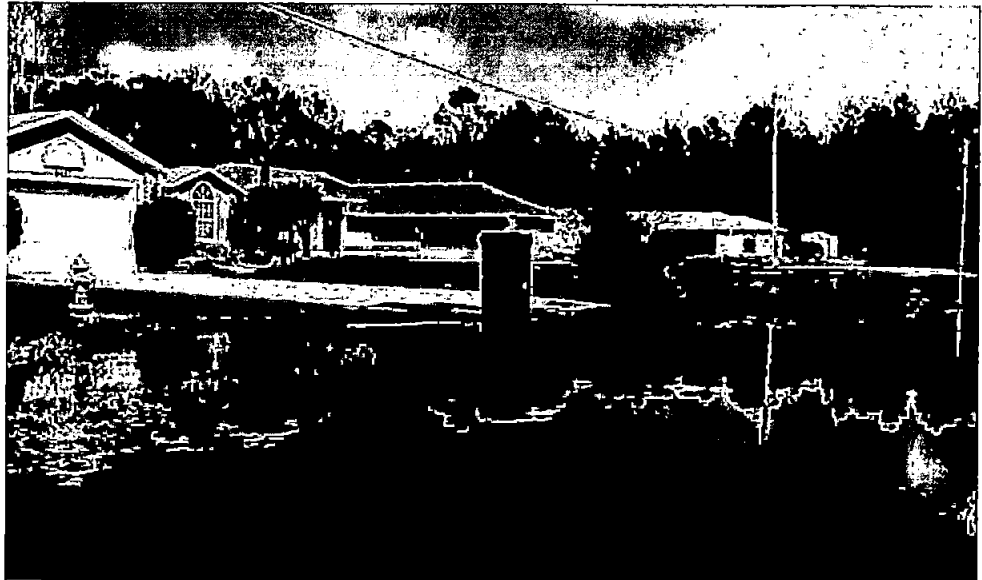
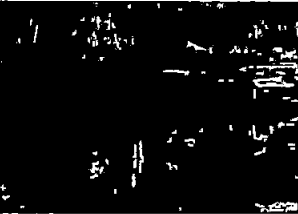
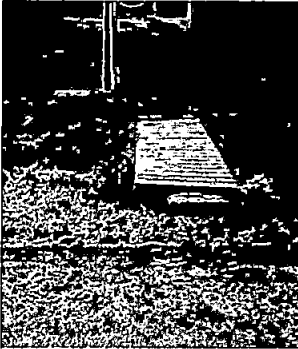
Two small adjacent neighborhoods in St. Augustine Beach along Fountain of Youth Boulevard and Rio Del Mar Street continuously experience flooding from frequent rain. Residents regularly contact the County to alleviate flooding in their roadways and parking areas that would not recede for months with the worst flooding in history occurring from Hurricane Matthew, which flooded more than a dozen homes. The two roads were developed prior to current regulations of permitting agencies; therefore, stormwater treatment was not provided and flood attenuation was not regulated within the small neighborhood ponds. The ponds were designed to outfall to the Intracoastal Waterway through a salt marsh but the connection was not maintained.

The Approach

Our staff reviewed existing construction plans, rainfall history/patterns, and interviewed property owners to understand the existing problems and to develop a drainage model of the existing conditions. We created and calibrated an existing condition drainage model in ICPR and developed a report with multiple solutions. Two major innovative solution alternatives were identified to improve the outfall conveyance of the ponds, the rainfall storage, and the recovery after storm events. Engineers modeled improvement scenarios for five variations of the two solution alternatives for different storm events and tailwater scenarios from tidal influences. A report was produced recommending interconnected ponds with a single outfall for once the funds became available for construction. At the request of the County, the team also developed a low-cost design for Rio Del Mar short-term improvements for immediate contractor bidding.

WINTON CIRCLE DRAINAGE IMPROVEMENTS

St. Johns County



OWNER REFERENCE

Doug Tarbox
(904) 209-0124
dtarbox@sjcfl.us

60% DESIGN COMPLETED

2018

CONSTRUCTION COMPLETION

2019

DESIGN FEE

\$95,000

CONSTRUCTION COST

\$800,000 (est.)

The Challenge

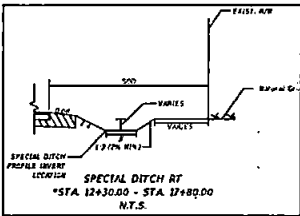
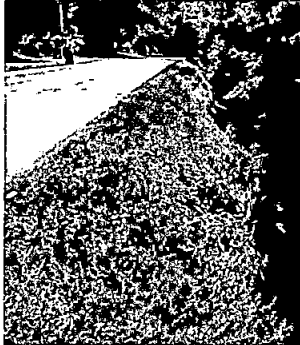
The Woodridge neighborhood had standing water in some properties for over a year. The area had flooded during Hurricane Matthew and the waters had not receded to normal levels in over 18 months. St. Johns County hired another firm to develop solutions that were cost-prohibitive, difficult to maintain, and contained numerous environmental impacts. Our team was hired to re-evaluate the problem, study multiple alternatives, and formulate an economical solution to bring relief to this strained neighborhood.

The Approach

Our staff developed an innovative solution for a new outfall that was cost-effective, more maintainable, and easier to permit with SJRWMD. **Shortly after turning in the first submittal of the design plans, the project was funded by the SJC Commission for construction.** The engineers developed a process for solving the problem that included looking at historical drainage patterns, collecting field information for the surrounding area, and interviewing home owners, SJC staff, and SJRWMD staff. The investigation identified multiple locations where historical outfalls are now impeded. A historic outfall to the north was restored by connecting the existing pond to an FDOT lateral ditch that conveyed stormwater to Moultrie Creek. To minimize wetland impacts and right-of-way costs, the outfall pipe was aligned beneath an existing road, Bella Terra Drive. For easier maintenance, the pipe connected to an existing FDOT ditch that paralleled US 1 and outfalls into the FDOT lateral ditch to the north.

RAVENSWOOD DRAINAGE IMPROVEMENTS

St. Johns County



OWNER REFERENCE

Donnie Tackett
(904) 209-0110
dtackett@sjcfl.us

100% DESIGN COMPLETED

2018

CONSTRUCTION COMPLETION

2019

DESIGN FEE

\$40,000

CONSTRUCTION COST

\$80,000 (est.)

The Challenge

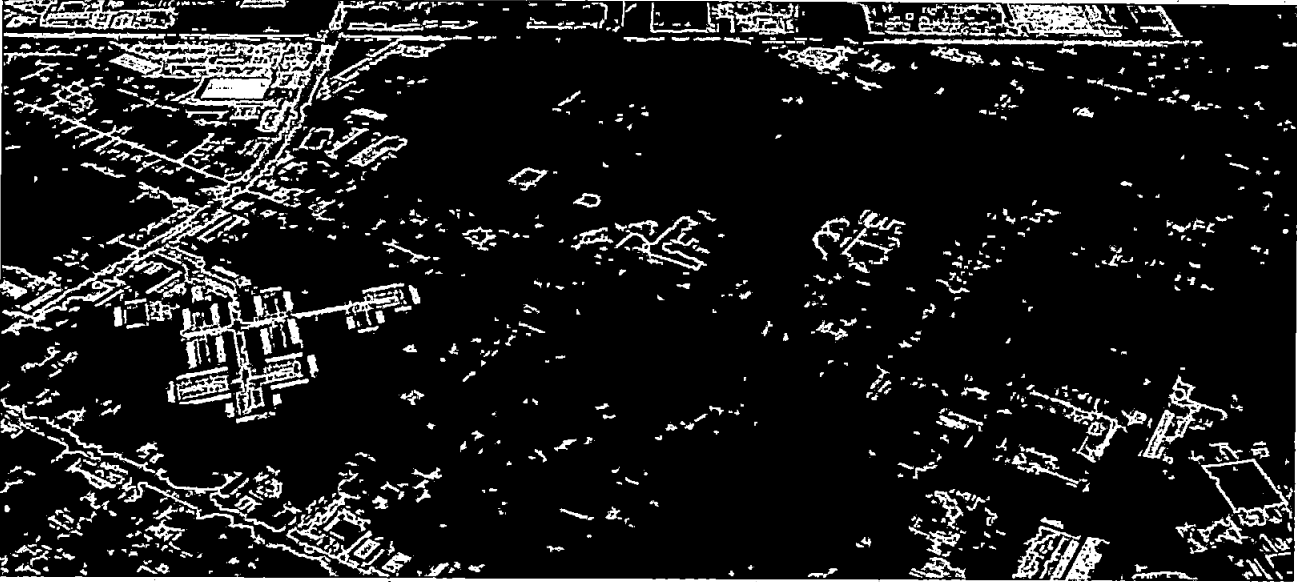
St. Johns County tasked our team with piping an existing ditch along Ravenswood Drive from Pacific Boulevard to East Jayce Way to remove a drop-off hazard and provide stabilized shoulders for a heavily traveled school bus route. Site visits evidenced wheel path ruts off the edge of pavement and soft shoulder conditions. The road is not centered in the right-of-way leaving narrow widths for pipe construction that do not impact the roadway. Temporary easement and right-of-way purchases are to be avoided. Existing structures have insufficient cover over the pipes and the narrow right-of-way carries underground utilities including water main, sewer force main, and gravity sewer.

The Approach

Our team modeled the proposed swale in 3-D to verify construction limits remained within the right-of-way. Special ditch profiles were used to shallow the swales in portions of tighter right-of-way. A collection system of storm pipe and ditch bottom inlets was aligned with the proposed swale, and existing side drains were replaced with RCP pipe with sufficient cover. The collection system inverts were modified to accept a connection from an existing cross drain to best avoid impacts to existing utilities. The designed remained in St. Johns County right-of-way, minimized reconstruction of the road, and prevented a conflict and reconstruction of an existing side drain that included a sewer main.

PINE FOREST DRAINAGE DESIGN

City of Jacksonville



OWNER REFERENCE

Duane Kent
(904) 255-8910
rkent.coj.net

DESIGN COMPLETED

2010

CONSTRUCTION COMPLETION

2012

DESIGN FEE

\$447,000

CONSTRUCTION COST

\$4.5 million

The Challenge

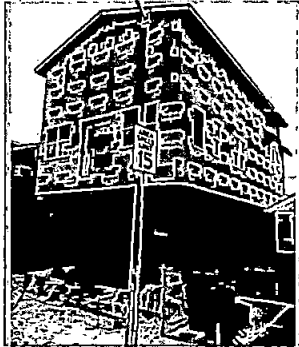
Drainage improvements were needed to alleviate flooding for a 177-acre drainage area within an older residential portion of Jacksonville with narrow streets, narrow right-of-way, no association for maintenance or code enforcement, and mixed land use including a school and a junk yard. Existing drainage included ditches, swales, unmaintained side drains, pipe segments with dissimilar materials/sizes, and no discernible conveyance. Additionally, flooding issues were increased by trash and debris dumping within existing ditches.

The Approach

Our team investigated flooding issues by reviewing official complaints, by site visits, interviewing property owners, and preparing a preliminary study and stormwater model to alleviate flooding. Drainage improvements included proposed swales, stormsewer collection, cross drain replacement, conversion of some streets from rural to urban typical sections, outfall channel improvements, and a 5-acre wet detention pond. The improvements were aligned to avoid existing neighborhood features such as trees and wetlands whenever possible. Designers produced an ICPR model with more than 100 nodes to evaluate the effects of the improvements within the drainage basin. The design also included a cross drain evaluation, permanent erosion protection calculations for the major outfall channel; permitting treatment for road reconstruction through SJRWMD, and a unique pond geometry to save mature oak trees.

CDBG DISASTER RECOVERY PROGRAM MANAGEMENT

Governor's Office of Storm Recovery



OWNER REFERENCE

Christy Cunningham
Director, Vendor Management
(212) 480-7391

PROGRAM/CONSTRUCTION MANAGEMENT COMPLETION

2016

PROGRAM/CONSTRUCTION MANAGEMENT FEE

\$7 million

CDBG-DR PROGRAM TOTAL

\$3.8 billion

The Challenge

The Governor's Office of Storm Recovery (GOSR) of The Housing Trust Fund Corporation (HTFC) needed a firm to provide construction management (CM) and program management support services for Community Development Block Grant-Disaster Recovery (CDBG-DR) efforts in municipalities damaged in 2012 by Hurricane Sandy, the largest storm in New York's recorded history.

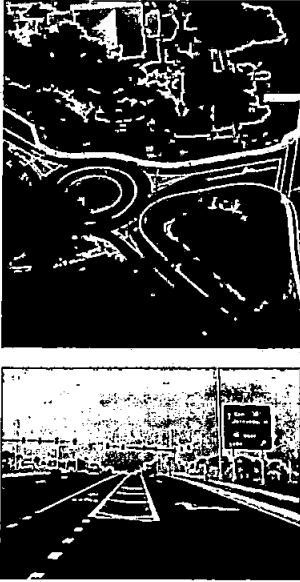
The Approach

STV was entrusted to manage and execute this critical multi-phase program for GOSR. The firm assisted approximately 10,000 residents in up to 34 counties in New York State and contributed to essential investments in community infrastructure improvements. STV was responsible for managing all post-award contract administration for vendors and sub-recipients under infrastructure, community reconstruction, CM, compliance and monitoring, and environmental programs across a broad range of CDBG-DR and Social Services Block Grant (SSBG) efforts managed by GOSR.

The program included large initiatives including critical infrastructure projects in the energy, transportation, water and wastewater, healthcare, and coastal restoration sectors. The program also funded smaller projects to address other local government and school-based needs. STV provided CM services for the administration of a SSBG-funded program to provide services to high-risk, low-and moderate-income (LMI), single-family homeowners. During Phase I, the team developed and tested the program design, policies and procedures, and a work plan, while determining which LMI cases were the highest risk. Phase II involved the closeout of more than 1,000 LMI applicants, with STV prioritizing applicants according to those in the greatest need.

MARIETTA INTERCHANGE

FDOT District 2



OWNER REFERENCE

Eric Shimer, PE.
(904) 360-5661
eric.shimer@dot.state.fl.us

DESIGN COMPLETED

2014

CONSTRUCTION COMPLETED

2016

TOTAL COST

\$17.9 million

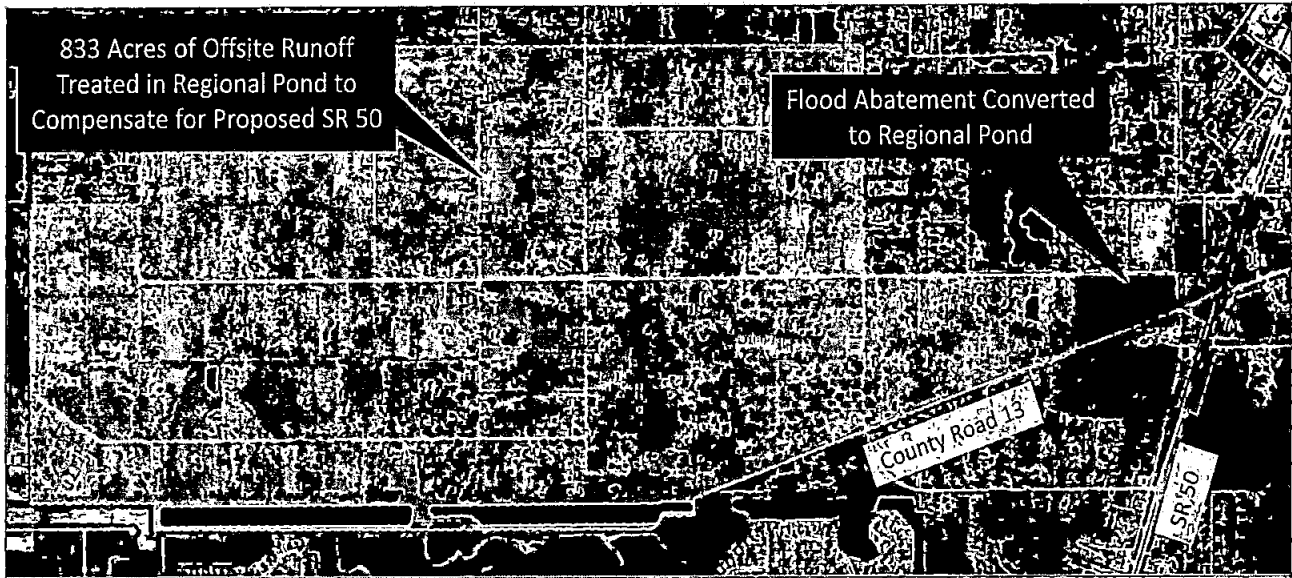
The Challenge

FDOT District 2 reprogrammed the conventional design of a new interchange at the intersection of Hammond Boulevard and I-10 in Jacksonville, FL, and let the project as design-build. The design included a five-lane urban overpass with bike lanes and sidewalks, on/off ramps in all four quadrants, sound walls, local street improvements, and bypassing the runoff from 250 acres of developed land through the project limits. The design replaced existing stormwater treatment along I-10 that conflicted with the alignment of the overpass while providing additional treatment for proposed improvements all within constrained right-of-way limits.

The Approach

The original right-of-way for the interchange was reduced prior to completion of the design-build team's proposed plans. Our team reduced the pond size and right-of-way footprint by 5 acres from the original design and permit. The designers solved the permitting challenge by routing off-site stormwater runoff into the proposed on-site treatment ponds to compensate for untreated portions of the project and I-10. House Bill 599 allows the FDOT and municipalities to combine off-site runoff with on-site ponds by demonstrating greater reduction in runoff pollutants. The team used new stormwater research to demonstrate that co-mingling off-site runoff removed greater levels of nitrogen and phosphorus from the project's discharge than the original on-site treatment system. Combining the off-site and on-site drainage removed over 2,000 feet of 54-inch storm pipe. Nitrogen and phosphorus removal yielded three times the necessary amount to permit the project, further improving an impaired basin downstream. This project was the first to be permitted in FDOT District 2 using the new legislature.

SR 50 WIDENING FDOT District 5



OWNER REFERENCE

Eliode Joseph
(386) 943-5388
eliode.joseph@dot.state.fl.us

DESIGN COMPLETED

2016

CONSTRUCTION COMPLETION

TBD

DESIGN FEE

\$2 million

CONSTRUCTION COST

\$17.5 million

The Challenge

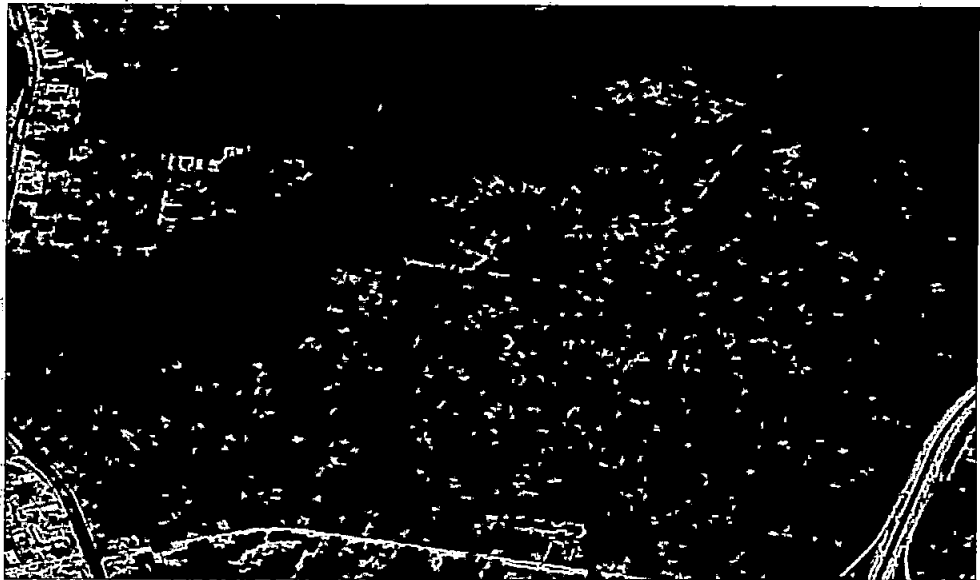
FDOT sought to permit the 3.5-mile roadway widening of SR 50 from a two-lane facility to a four-lane facility in a highly developed corridor in Orange County. The numerous planned pond locations came with high estimated property costs of over \$10 million and high contamination probability. Our team looked at the bigger picture in search of more cost-effective opportunities within the same drainage basins. Orange County owned several flood abatement sites that provided stormwater storage from major rain events. These were connected to canals with pop-off structures.

The Approach

Our solution turned these sites into regional ponds to compensate for the proposed widening of SR 50. The design deepened the flood plain storage ponds to create new wet ponds and routed each canal flow through the adjacent pond. This approach treated upstream flow from old, untreated neighborhoods. The new ponds removed enough nitrogen and phosphorus from the drainage basin to offset the additional nitrogen and phosphorus loading from the roadway improvements. FDOT estimated a \$10 million right-of-way savings by using existing municipal property instead of privately-owned property. The innovative design also saved two years of right-of-way acquisition time in the project schedule.

LAKE FOREST DRAINAGE DESIGN

City of Jacksonville



OWNER REFERENCE

David Hahn
(904) 255-8793
hahn@coj.net

DESIGN COMPLETED

2008

CONSTRUCTION COMPLETED

2009

DESIGN FEE

\$800,000

CONSTRUCTION COST

\$31 million

The Challenge

As part of a septic tank phase out plan for the 250-acre neighborhood of Lake Forest in northern Jacksonville, the team was tasked with improving flooding problems and permitting roadway upgrades. Existing roads had inadequate stormwater conveyance or runoff storage, narrow travel lanes, and tight radius turns. Additionally, some properties and finished floor elevations were below the road elevations, tidal outfall locations were failing, and no properties were available for a proposed pond. The drainage had to be designed in conjunction with the proposed vacuum sewer infrastructure and plans were reviewed by both the City of Jacksonville and the Jacksonville Electric Authority.

The Approach

Our team investigated flooding issues by reviewing official complaints, visiting the site, interviewing property owners, and reviewing the surveyed collection systems. Drainage improvements included proposed conveyance swales, piped stormsewer collection, proposed treatment swales, cross drain replacements, conversion of some streets from rural to urban typical sections, and outfall pipe improvements. In some cases concrete or asphalt curbs were designed to prevent roadway runoff from flooding lower properties. The improvements were aligned to avoid existing neighborhood features such as trees and wetlands whenever possible. Design also included permanent erosion protection for steep channels, permitted treatment swales for road reconstruction through SJRWMD, and a stormwater discharge permit for outfalling into FDOT right-of-way.

DOBBS ROAD/KINGS ESTATE ROAD INTERSECTION IMPROVEMENTS

St. Johns County



OWNER REFERENCE

Greg Caldwell
(904) 209-0132
gcaldwell@sjcfl.us

DESIGN COMPLETED

2014

CONSTRUCTION COMPLETED

2015

DESIGN FEE

\$300,000

CONSTRUCTION COST

\$1.2 million

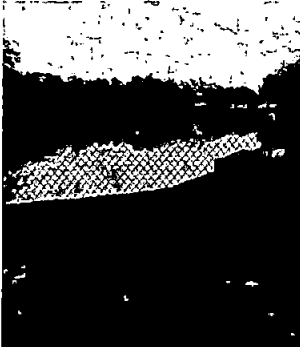
The Challenge

The Osiris 9 team was selected by St. Johns County to realign the intersection of Dobbs Road, Kings Estate Road, and Kings Road as required by the SR 207/SR 312 Area-Wide Study. The intersection is a major collector road to a single-access residential community and a light industrial corridor. Improvements were needed to alleviate traffic on the arterial SR 207, as well as improve sight distance and safety.

The Approach

The project began with an intersection study and transitioned to design and construction of the preferred intersection geometry. The intersection study developed five intersection alternatives which included roundabout alignments and signalized intersection alternatives. Design of the preferred alternative was expanded to include drainage improvements, intersection modeling, and a 500-acre off-site drainage basin. The innovative drainage solution incorporated the off-site drainage into our project saving the county an estimated \$500,000 construction costs and eliminated a triple 36" jack and bore crossing under the FEC railroad.

CR 484 FROM SW 20TH AVENUE TO CR 475A FDOT District 5



OWNER REFERENCE

Su Hao
(386) 943-5161
Su.Hao@dot.state.fl.us

DESIGN COMPLETED

2007

DESIGN FEE

\$1.5 million

CONSTRUCTION COST

\$7.8 million

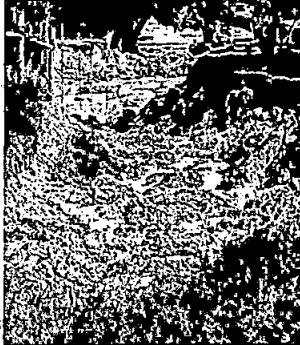
The Challenge

STV is managing the design of interchange and intersection improvements along CR 484, an urban 4-lane divided roadway in Marion County, FL. Improvements include additional turn lanes and turn lane extensions at both the CR 484/I-75 interchange and the CR 484/CR 475A intersection. The existing roadway has a closed drainage system with a trunk line approximately 3,700 feet in length. This existing trunk line is on the south side of CR 484, and the widening is on the north side of CR 484. After award of the project, it was discovered that the existing trunk line did not have sufficient capacity to meet applicable criteria for the existing conditions, and therefore also did not have sufficient capacity for the additional impervious area related to the widening. Reconstruction of the existing trunk line to increase the size of the pipes would add pipe and drainage structure costs, and a significant amount pavement, curb and sidewalk reconstruction on the south side of CR 484, and further complicate the MOT design.

The Approach

STV designed a cost-effective solution that did not require reconstruction of the trunk line. The I-75 interchange is located at the mid-point of the existing trunk line, a large swale was designed within the interchange that allowed the existing trunk line to be broken into two pieces. The first piece is the upstream segment, which discharges to the swale and provides attenuation. The swale then discharges to the second piece, which is the downstream segment. A control structure inside the swale was designed to minimize the storm water discharge to the downstream segment. This design nearly creates a "start over" for the downstream segment of the existing system, and avoids up-sizing of existing pipes under the south curb line of CR 484. The design modifications resulted in an existing trunk line that now meets applicable criteria for existing conditions as well as the added impervious areas for the proposed conditions.

I-75 MILLING AND RESURFACING FROM US 90 TO I-10 FDOT District 2



OWNER REFERENCE

Leigh Ann Bennett
(386) 961-7451
leighann.bennett@dot.state.fl.us

DESIGN COMPLETED

2013

CONSTRUCTION COMPLETION

2017

DESIGN FEE

\$750,000

CONSTRUCTION COST

\$13 million

The Challenge

During construction of the I-75 milling and resurfacing project in June of 2012, Tropical Storm Debby passed through the I-75 project area. Two major drainage related issues were brought to light as a result of the volume and intensity of rainfall from the storm. The first issue was the embankment failure on the west side of I-75 near MP 20.39, and the second concern was to verify if the flooding of the Country Club at Lake City development on the east side of I-75 was caused by runoff from FDOT right-of-way. Following the storm event, FDOT contracted the services of another firm to perform a drainage study related to these two drainage issues. STV was hired to perform an independent review and update of the drainage study, and to offer recommendations.

The Approach

STV's analysis identified several low-cost recommendations that were implemented during the construction of the I-75 pavement rehabilitation project. First, to address the embankment failure on the west side of I-75, a concrete ditch adjacent to the I-75 right-of way line was constructed to intercept any significant off-site concentrated stormwater runoff that would have the potential to cause severe erosion. Second, to address the concern that FDOT runoff was contributing to the flooding in the Country Club at Lake City development, the drainage study demonstrated that the Country Club at Lake City development floods almost entirely due to its own drainage characteristics and the runoff from I-75 has minimal contribution. To prevent any contribution of I-75 runoff, the berm between I-75 and the Country Club at Lake City development was raised slightly to the design high-water elevation identified in the drainage study. There have been no issues identified with these implemented solutions since construction was completed in 2017.

HASTINGS FLOODING IMPROVEMENTS

St. Johns County



Project Manager Walter Nemecek, P.E., along with Deputy Project Manager Keith Jackson, P.E., designed and managed the improvements to alleviate flooding problems for Hastings Basin H-5 located in the residential area north of the railroad. This entire area of the city was plagued with historically full wet ditches and constant flooding from storm events as common as afternoon thunderstorms. After developing a detailed ICPR model of the major collection systems it was apparent that major adjustments to the outfall systems would be necessary to lower the tailwater and provide capacity within the ditch system. The existing outfall discharged into a feeder to Cracker Branch that was severely silted and within a conservation area that could not be maintained. The team chose to provide a new outfall system along Ashland Avenue that discharged directly into Deep Creek. The new outfall system made profile adjustments of less than two feet and could easily be maintained in the future.

OWNER REFERENCE

Nick Perpich
(904) 209-0110
nperpich@sjcfl.us

DESIGN COMPLETED

2007

CONSTRUCTION COMPLETION

2010

DESIGN FEE

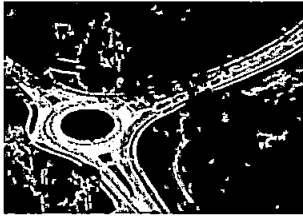
\$85,000

CONSTRUCTION COST

\$300,000

RUSSELL SAMPSON ROAD REALIGNMENT AND FLOOD ALLEVIATION

St. Johns County



Deputy Project Manager Keith Jackson, P.E., designed a 2-mile realignment of this existing 2-lane rural roadway to a 2-lane urbanized section with an urban signalized intersection in St. Johns County, FL. The project's primary purpose was to reconnect historical hydraulic connectivity to mitigate flooding caused by the original construction of Russell Sampson Road. This was accomplished through the use of several low profile cross drains to minimize the profile adjustments and control construction costs. The project also included the design of two stormwater ponds, open and closed drainage conveyance, SWPPP production, and SJRWMD permitting. Design changes included raising the profile of existing Russell Sampson Road roadway and realignment of the road to create a signalized intersection with Sampson Way and SR 210. A roundabout was designed to improve operational function through the corridor. Intersection improvements were required on CR 210 and Sampson Way to add right turn lanes and new mast arm signalization designed to accommodate future widening of CR-210. Public involvement efforts were also required to address adjacent property owner concerns.

OWNER REFERENCE

Nick Perpich
(904) 209-0110
nperpich@sjcfl.us

DESIGN COMPLETED

2009

CONSTRUCTION COMPLETION

2010

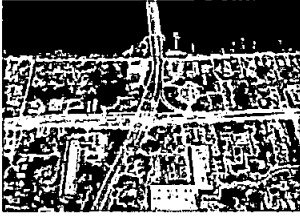
DESIGN FEE

\$750,000

CONSTRUCTION COST

\$1.5 million

PORT ORANGE DRAINAGE STUDY FDOT District 5



OWNER REFERENCE

Suzanne Phillips, P.E.
(386) 943-5321
suzanne.phillips@dot.state.fl.us

STUDY COMPLETED

2016

DESIGN FEE

\$400,000

Project Manager Walter Nemecek, P.E. managed the team of drainage engineers, including Christian Gyle, P.E., responsible for the review of the impacts of the 25-year storm event on a historically flooded area along the Halifax Canal to propose solutions to maintain Dunlawton Avenue as an evacuation route. The study area is 110 acres of a 2,171-acre, canal-interconnected watershed. The team reviewed an existing SWMM Model for the watershed and flooding solutions previously designed for the City of Port Orange. The study area was modeled in ICPR 4 using inputs from the review of the existing SWMM Model. Recommendations were given for a new evacuation route roadway profile, for new construction options to reduce flooding in the area, for the cost to purchase at-risk properties, and how to further reduce flooding by purchasing at-risk properties.

CONTINUING SERVICES GENERAL ENGINEERING CONSULTANT CONTRACT City of Jacksonville



OWNER REFERENCE

Duane Kent
(904) 255-8910
rkent.coj.net

DESIGN COMPLETED

2015

DESIGN FEE

\$1.5 million

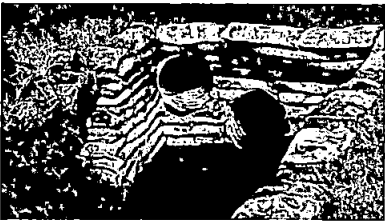
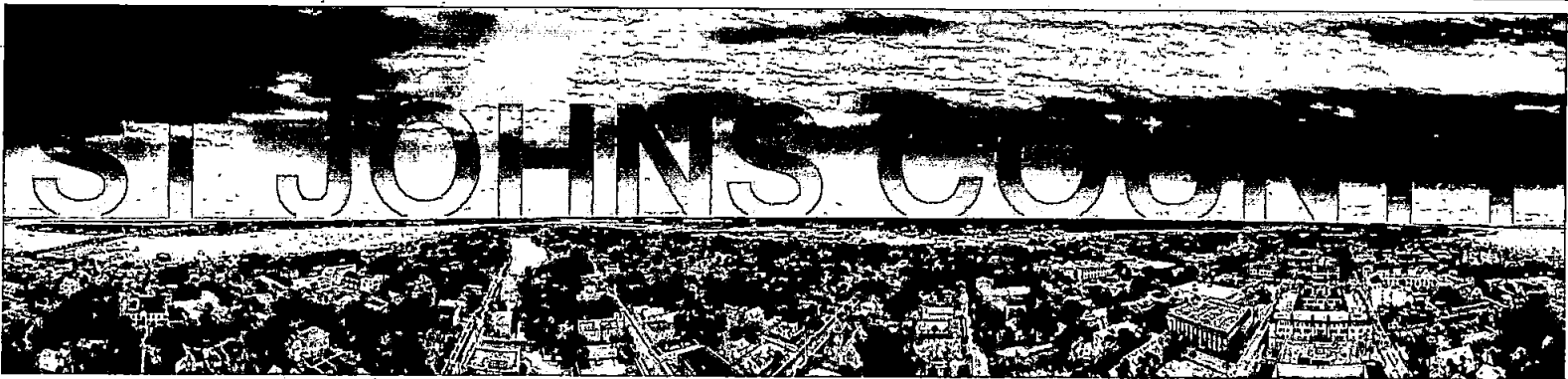
Deputy Project Manager Keith Jackson, P.E. served as the project manager and EOR for two City of Jacksonville Continuing Services GEC contracts. He implemented cost-saving strategies to deliver projects on schedule and on budget. Sample task orders delivered include:

The **Chestnut Drive Drainage Improvement** project reconstructed gutter grades and cross slopes to provide positive drainage and alleviate severe roadway ponding.

The **Duval Station Road Flood Alleviation** project provided flood alleviation to reconstruct and reconnect a ditch conveyance system to an existing stormwater treatment facility and the original outfall. This disconnect was created with the construction of First Coast High School in the early 1990s. Consequently, low-lying adjacent properties were flooded.

The **Rutledge Oaks Drainage Improvement** project constructed a closed cross drain system to convey stormwater that was flooding adjacent properties to the original outfall. The outfall was disconnected during previous roadway improvements and adjacent land development.

The **North Pearl Street Drainage Improvement** project modified gutter grades and cross slopes to provide positive drainage and alleviate severe roadway and pedestrian path ponding at the North Pearl Street and West 36th Street intersection.



5. PROJECT APPROACH

PROJECT APPROACH

Continual communication among the Osiris 9 team, SJC staff, CDBG-DR consultants, project stakeholders, and the awarded contractor is essential to deliver a final product that meets the intent of the CDBG-DR program. Osiris 9 proposes to use the following communication methods with our team and SJC staff:

- Kick-off meetings
- Weekly progress updates to SJC
- Weekly internal team meetings
- Monthly SJC board meetings
- Meeting minutes for internal and external meetings
- Single file location on SharePoint for all team members to access
- Public awareness through public meetings and SJC website
- Bidding and construction involvement support

CAPACITY

Our team offers SJC a substantial pool of qualified personnel with significant capacity available to handle multiple, concurrent assignments. Our thorough understanding of the anticipated scope and approach to accomplish the project is backed by a long history of successful project delivery as demonstrated in Section 4: Related Experience.

The proposed schedules provided in Section 6: Quality and Schedule Control demonstrate our plan to address the five projects concurrently. Our schedules provide ample review time for SJC, and we understand the need to stagger submittals to reduce the burden on County staff. Additionally, our project manager, Mr. Nemecek, recognizes the value of the County's time and anticipates attending an executive level meeting once a month to provide progress updates, maintain engagement and support, and attend additional executive level conferences as requested by the County.

Key Staff Availability

Both Project Manager Walter Nemecek and Senior Engineer Christian Gyle are 100% available to focus on completing these projects. The rest of our key staff are over 50% available to work on completing these projects, which means you are our top priority and you can depend on us to complete our tasks. Mr. Nemecek and Mr. Gyle are supported by over 50 local employees and specialty subconsultants, giving us vast resources to deliver multiple assignments and meet SJC expectations.

Working Relationships with Local Agencies/Organizations

The success of this project will, in large part, be attributable to seamless interface with multiple St. Johns County departments and stakeholders. Our team brings extensive SJC experience, and our understanding of your operations, preferences, and procedures will promote smooth delivery throughout the life of each project.

Ample Subconsultant Resources

Our team has sufficient manpower and resources to deliver multiple assignments, and our organization chart offers that type of team structure. The best way to address schedule is with a deep bench of highly qualified staff, and our team was assembled with that in mind. To accelerate field survey schedules and drainage easement mapping required for multiple concurrent projects, our team intends to use two survey firms, DRMP and Geomatics, since both of those items are critical path items to meet our schedule requirements.

Team Integration

The organization chart in Section 3 identifies key staff, reporting relationships, and the subconsultants who will be an integral part of our team. Project Manager Walter Nemecek, P.E. will manage Osiris 9 and all subconsultants, and work closely with SJC staff to successfully complete the five

assigned projects. As the single point-of-contact with SJC, Mr. Nemecek will establish and maintain clear lines of communication with SJC and all coordinating agencies. He will manage the activities of project technical leads and subconsultants in accordance with the established management plan for the project. Keith Jackson, P.E. of STV has been assigned the deputy project manager role to oversee the two tasks assigned to STV (Orange Street Drainage and Oyster Creek Basin Improvements), provide additional management for concurrent projects, and perform quality oversight in the office for those tasks.

It is critical that current project documents and information be accessible to our team members and SJC management. As such, we propose creating a secured SharePoint site that will allow authorized personnel to share working files, access project documents, and collaborate on assignments.

PROJECT APPROACH

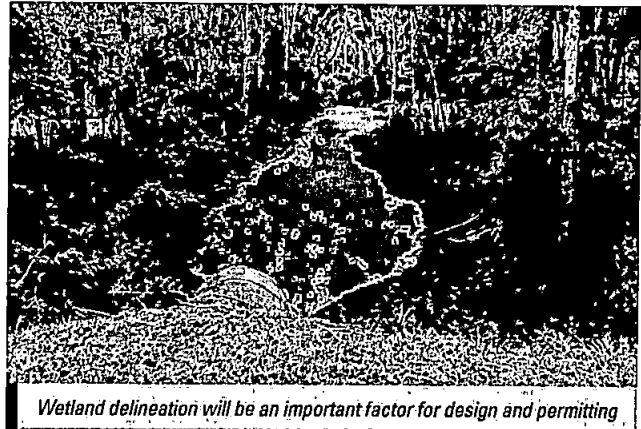
Project success hinges on following a strong plan, assembling a quality team, and devoting the resources to prepare a quality product. Each of the five projects assigned as part of this contract have a specific plan detailed later in this section, however several services will be provided to all projects to maintain consistency and streamline processes. These services include the following:

DATA COLLECTION

Our GIS specialist Zhuan Loo will collect all preliminary data for property lines, Lidar, USGS quad maps, SCS soil survey information, national wetland inventory shapes, FEMA flood maps, SJRWMD basins, SJRWMD permits, and any other relevant data for each task's location.

WETLAND DELINEATION/MITIGATION

Carter Environmental Services (CAR) will perform a desktop evaluation for each project and site visits to identify potential wetland locations and field verify each site. CAR will field delineate the extent of jurisdictional wetlands per the current methodologies of the *USACE 1987 Corps of Engineers Wetland Delineation Manual* and *SJRWMD Florida Unified Wetland Delineation Methodology*, Chapter 62-340, F.A.C.



Wetland delineation will be an important factor for design and permitting

CAR will use a global positioning system (GPS) to locate the wetland line in the field and will depict the boundaries on an aerial photograph or provide GIS data on request.

Any wetland impacts associated with this project can be mitigated at one of the County's Regional Offsite Mitigation Areas (ROMAs). Filling or dredging upland cut ditches will not require SJRWMD or USACE mitigation. Upland cut ditches or other surface waters will need to be surveyed, depicted, and quantified on plans.

GEOTECHNICAL INVESTIGATION

A geotechnical investigation supporting the proposed stormwater system improvements is anticipated to include both standard penetration test (SPT) borings and auger borings along the proposed drainage alignment. The geotechnical investigation may include SPT borings or dynamic cone penetrometer soundings to identify the extent of very loose, raveled soils that may exist above and adjacent to the deteriorated corrugated metal pipes (i.e. leaking pipes) located below the existing roadway pavement.

Muck probes will be performed by hand along wetland areas to identify and delineate unsuitable organic soils that will require removal. SPT borings may also be performed at new box culverts or extensions to provide parameters for foundation design and soil design parameters for headwalls or end walls. Pavement cores will be performed along the proposed new pipes within the roadway to provide recommendations for pavement repairs/reconstruction after the pipe installation.

CDBG-DR MANAGEMENT

Understanding

The Community Development Block Grant — Disaster Recovery (CDBG-DR) program is administered underneath the U.S. Department of Housing and Urban Development (HUD). The purpose of this program is to appropriate federal funds to grantees such as government agencies and non-profit organizations to provide disaster relief and long-term recovery for low- and moderate-income (LMI) persons impacted in a federally declared disaster area by the President of the United States.

Following Hurricanes Hermine and Matthew, HUD Federal Register (FR) Notices 82 FR 5591 (January 18, 2017) and 82 FR 36812 (August 7, 2017) granted \$58,602,000 to the State of Florida through the CDBG-DR program in response to the Florida Department of Economic Opportunity's (DEO) Action Plan. The DEO Action Plan identified areas in Florida that met national objective criteria such as LMI. The action plan then quantified the remaining unmet recovery needs in these areas after the use of recovery funds from other sources (e.g. FEMA, state, local, charities, etc.). CDBG-DR funds were allocated to counties based upon demonstrated need to address the unmet needs. As required by the applicable FRs, at least 80% of the total funds provided to the State of Florida must address unmet needs within the HUD-identified "most impacted and distressed" area. St. Johns County was deemed "most impacted and distressed" due to Hurricane Michael's impacts, and was therefore allocated \$45,837,520 to provide disaster relief to LMI persons. **100% of St. Johns County CDBG-DR funds will be expended only for allowable costs and eligible activities, and in accordance with the scope of work.**

St. Johns County entered into an agreement with the DEO (agreement # H2338) to devote a portion of the CDBG-DR funds to eight infrastructure projects. Five of those projects are included under this RFQ 19-14:

- Armstrong Drainage
- Orange Street Drainage
- Oyster Creek Basin Improvements
- Avenue D Drainage
- St. Augustine Boulevard and Cypress Road Drainage

The Osiris 9 team has provided individual engineering and teaming approaches in separate sections of this response for these five projects. Each project will be administered as a standalone task order under this contract. St. Johns County is bound by their contract with the State of Florida to several requirements enabling the DEO to oversee the use of the CDBG-DR funds and verify the funds for these projects are being used for their allocated purpose. Some of these requirements include:

- Quarterly progress and financial reporting
- Annual financial reporting
- Develop Activity Work Plans for DEO approval
- Provide scope changes to Activity Work Plans for DEO approval
- Submit updated budgets to DEO for the Infrastructure Recovery Program based on updated unmet needs data, ongoing design, and updated construction estimates
- Provide administrative closeout documentation
- Keep related documents for six years from the date DEO issues the final closeout

Consequent to these contractual obligations between St. Johns County and the state, our team will provide the following CDBG-DR services:

- Compile project documentation required for HUD/CDBG-DR reimbursement
- Document change(s) in scope or additional work per CDBG-DR compliance for reimbursement
- Provide cost-effective and value-engineered infrastructure improvement alternatives/options which meet action plan requirements
- Satisfy all federal, state, and local agency CDBG-DR program requirements and provide adequate documentation
- Develop and provide weekly status updates to include a Plan of Action and Milestones (POA&M) for each project
- Attend all public presentations and meetings associated with each project, and participate in the County's designated CDBG-DR program workgroup

Approach

With this comprehensive understanding of the CDBG-DR program requirements and the requirements resulting from St. Johns County's agreement with the State of Florida, it becomes clear that the awarded firm must go beyond providing engineering services and prioritize compliance with all obligations essential to project success. Because of this importance, the Osiris 9 team will designate a local, single point of contact (POC), Christian Gyle, P.E., to verify our team's compliance with requirements, coordinate the timely submittal of required documentation, and coordinate resolutions for outstanding CDBG-DR issues with County, State, and federal personnel. It will be the POC's responsibility to lead the proposed approach outlined below.

CDBG-DR Compliance Kick-Off & Early Coordination

The Osiris 9 team's approach to providing the CDBG-DR related services begins with early coordination among key County personnel, the DEO grant manager, HUD representative, St. Johns County's contracted CDBG-DR compliance consultants such as Tetra Tech and ICF International, Inc., and the Osiris 9 team. We propose holding a CDBG-DR compliance kick-off meeting to gather comprehensive input during project scope development. **This will aid St. Johns County in developing successful Activity Work Plans that will lay a successful foundation throughout all project phases including design, contractor procurement, construction, and close-out.** The intent of early coordination is to set up a project framework by which our team can comply with the approved purposes identified in the activity work plan, harmonize with specific State and County reporting systems already in place (e.g. DEO's eCDBG reporting system), aid St. Johns County and the State in their compliance to the CDBG-DR program, and produce construction documentation (plans, details, specifications, etc.) that comply with applicable HUD and CDBG-DR requirements for construction including, but not limited to:

- Equal Employment Opportunity requirements
- The Davis Bacon Act
- The Copeland Anti-Kickback Act
- Contract Work Hours and Safety Standards Act

- Clean Air Act
- Federal Water Pollution Control Act
- Debarment and Suspension regulations
- Byrd Anti-Lobbying Amendment
- Section 3 Clause requirements
- General compliance with federal law, regulations, and executive orders
- Applicable state and local regulations

We will use Attachments B and C of St. Johns County's agreement with the State to develop the project budgets and activity work plans for each project.

Scope Changes & Activity Work Plan Revisions

Following initial scoping, projects are developed by way of an iterative process to identify the most efficient, cost-effective, and constructable design solutions. During this process, the project scope and budget may change by either expansion or reduction. **When scope change occurs, the activity work plan must be revised accordingly with DEO approving all revisions.** All revisions must be tied directly to the improvement of the identified project purpose that continues to meet the unmet disaster recovery needs of the identified LMI persons. Due to the contract time requirement to use all CDBG-DR funds within five years of the executed agreement between St. Johns County and the State on March 1, 2018, timely revision approvals are critical to maintain an expedited project lifecycle schedule. Therefore, the Osiris 9 team proposes the following approach for activity work plan revisions when scope changes become necessary:

1. Identify and document proposed scope change and necessary activity work plan revisions
2. Submit documentation to County staff regarding revisions
3. Coordinate with the County to verify the unmet recovery needs of the identified LMI persons are still being met and decide on next steps
4. If necessary, submit revisions to the DEO grant manager for approval
5. Meet with all key personnel to answer questions
6. Document the final decision and resolution

The Osiris 9 team will strive to provide comprehensive early scope development that will mitigate the need for future scope changes. However, if scope changes are necessary, our team will continue work on project sections that are not impacted by any proposed revisions to keep the project on schedule.

Record Keeping

Specific record keeping is required for CDBG-DR projects so the State of Florida can provide:

- General administration
- Financial management
- Verify progress of the projects and activities
- Assess national objective compliance (LMI for the projects in this contract)

As previously discussed, St. Johns County is also required to keep records and provide updates to the DEO grant manager for fund-use verification, fraud protections, and expenditure reimbursements. These reports are listed in Attachment H of the agreement and are available from the DEO grant manager. The Osiris 9 team will aid the County with completing these reporting requirements as it applies to the engineering services of each project. These required reports include:

- Monthly Progress Report (form SC-65) — must be submitted to DEO 15 calendar days after the end of each month
- Contract and Subcontract Activity (form HUD-2516) — must be submitted by April 15 and October 15 each year
- Administrative Closeout Report (form SC-62) — must be submitted to DEO within 45 calendar days of the agreement termination date
- Audit Certification Memo (form SC-47) — must be provided to DEO no later than nine months from the end of St. Johns County's fiscal year
- Audit Compliance Certification — must be emailed within 60 calendar days of the end of each fiscal year
- Section 3 Summary Report (form HUD-60002) — must be submitted by July 31 each year

Additionally, the State of Florida must also maintain a clearly defined process for acquiring, organizing, storing, retrieving, and reporting information about CDBG-DR funded activities. To accomplish this requirement the State has set up the eCDBG reporting system. It is crucial that current project documents can be accessed quickly with certain information accessible to citizens. **As such, we propose creating a secured SharePoint site located on STV servers that will allow permitted personnel at federal, state, and county levels to have access via the Internet to current project documents at any time and transfer them to government owned networks.** Specific documents that will be required for the Osiris 9 team to submit and upload to the SharePoint site should be determined at the CDBG-DR compliance kick-off meeting. However, documents that we propose uploading and storing include, but are not limited to:

- Osiris 9 team RFQ 19-14 response
- Master contract documents
- Task order documents
- Activity Work Plans and history of revisions
- Weekly progress reports
- Monthly invoices with labor back-up
- Milestone construction documents
- QA/QC documents

Chapter 6 of the *CDBG-DR Monitoring Handbook* also provides a record keeping template for monitoring infrastructure projects (Exhibit 6-4). Sections of this template can be used for each project to capture all data that the CDBG-DR program has deemed critical. The Osiris 9 team can also directly upload project specific documents to the DEO's eCDBG reporting system as needed and required by St. Johns County. If direct uploads are required, each Osiris 9 team member that will be required to upload to the eCDBG system will complete the necessary eCDBG Access Authorization Form.

Duplication of Benefits (DOB) Awareness and Adequate Reporting

Federal law prohibits any person, business, or other entity from receiving federal funds for any part of such loss as to which he has received financial

assistance under any other program or from insurance or any other source. Therefore the State of Florida must have policies and procedures in place to:

- Prevent DOB
- Verify CDBG-DR awards are necessary and reasonable
- Monitor compliance
- Recapture funds if a DOB occurs

DOB is a very serious concern and potentially exposes project funding to unintended misuse and penalties. Therefore, the Osiris 9 team will continually coordinate with St. Johns County to verify the CDBG-DR funds are being used for disaster recovery efforts that are unmet by other funding sources. If such a case arises that our team becomes aware of the application of other funds for scope identified in the activity work plan, St. Johns County will be notified and a resolution will be pursued immediately.

Citizen Participation Plan

Citizen participation is both encouraged and required throughout the CDBG-DR grant process. The Citizen Participation Plan (CPP) within the State's action plan describes how the public will be informed and engaged throughout the grant's life-cycle. Important requirements to consider as these projects progress in relation to citizen engagement include:

- Any changes to the current CPP should be displayed on the State's disaster recovery web page
- The details on each recovery program with links to all action plans, citizen participation requirements, performance reports, contracts, program availability, requirements, and quarterly progress reports should be available on the State's disaster recovery web page
- The State may also supplement with electronic mailings, press releases, statements by public officials, media advertisements, public service announcements, and neighborhood organizations to include those which perform outreach to populations disproportionately impacted by a disaster such as senior citizens, persons with disabilities, and those with low and moderate incomes
- All information must be available in an accessible format for persons with disabilities or Limited-English Proficiency

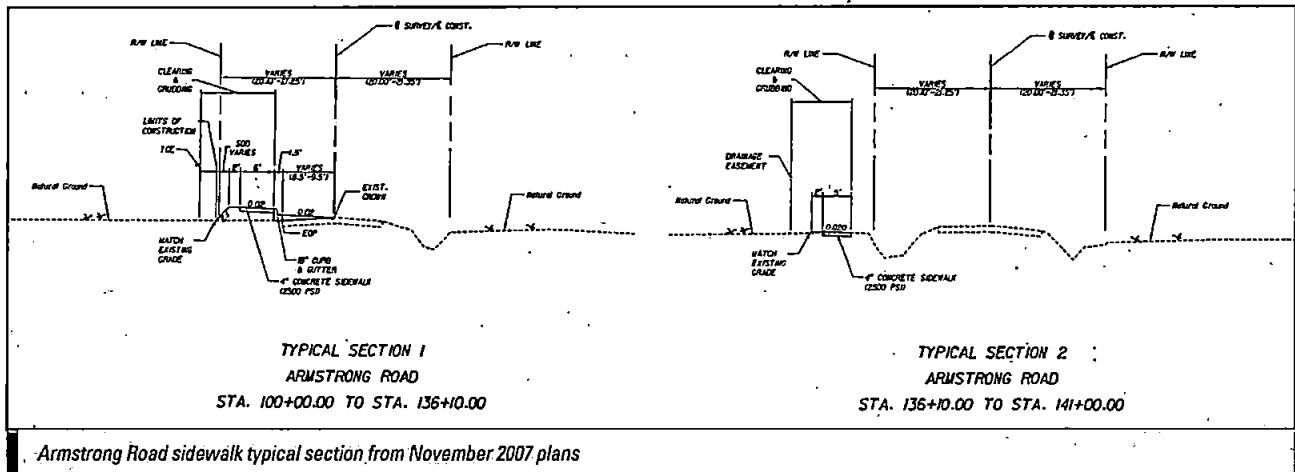
As with any infrastructure project, citizen complaints are likely. Therefore, it is the goal of the State to provide an opportunity to resolve complaints in a timely manner, usually within 15 business days as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. When a complaint arises, the Osiris 9 team will aid the County in a timely fashion to comply with DEO's complaint resolution process to investigate, resolve, and make a determination with follow-up actions as needed.

Citizen engagement is an important part of the CDBG-DR program. The Osiris 9 team has dedicated key personnel to coordinate with the County to provide stakeholder outreach and public involvement services. Mr. Tom Percival will lead our public involvement and agency coordination efforts. He has over 40 years of industry experience including moderating public meetings and public hearings. During his time at the Florida's Turnpike Enterprise, Mr. Percival attended and moderated more than 200 meetings and developed a keen insight related to public concerns and methods to build public consensus. Mr. Percival has contacted and engaged the public in varying degrees of involvement, including simple tasks of contacting one to five property owners near an impacted area, moderate efforts of identifying and contacting entire neighborhoods in an impacted area, and complex methods of applying a distanced buffer along impacted segments in a city to identify the affected property owners.

ARMSTRONG DRAINAGE PROJECT Project Understanding

The objective of this project is to update the existing Armstrong Road Sidewalk Improvement plans dated November 2007. Our approach will meet the following objectives:

- Revise plans to conform to County standards
- Reflect current site conditions
- Review and update County-wide Stormwater Model for flooding improvements along this corridor
- Design stormwater system improvements to alleviate localized flooding and provide adequate drainage

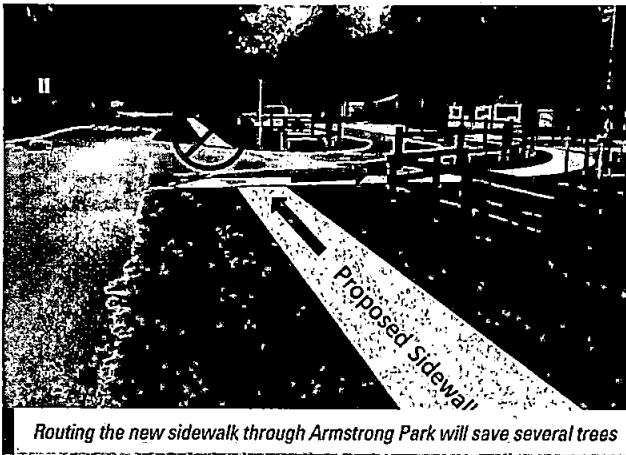


Our team will work to provide cost-effective and value-engineered infrastructure improvements. Such improvements would include, but are not limited to:

- Proposed sidewalk
- Using existing sidewalk in Armstrong Park
- Cross slope correction
- Milling and resurfacing
- Replacing deteriorated corrugated metal pipes with reinforced concrete pipes
- Adjusting pipe inverts
- Re-shaping swales and ditches for positive, continuous drainage
- Analyzing drainage culvert conditions and the need for full replacement
- Lighting the sidewalk at higher probability conflict points between vehicles, pedestrians, and bikes to reduce the likelihood of accidents and injuries in areas near the park and bicycle trail crossing

- Evaluating the condition of the south side of Armstrong Road for the need to mill and resurface
- Extending culvert extensions for safety
- Improving roadside shoulders
- Shallowing ditch side slopes
- Designing in 3-D
- Adding signage for bike trail crossing

Our staff has familiarized ourselves with the concept plans including the typical section, alignment, and purpose. We have reviewed existing plans, property boundaries, permits, the County-wide Stormwater Model - Southwest Regional Model (SWRM), and GIS layers including soils, contours, and endangered species. We will use your existing data to avoid unnecessary costs. The current plans require a temporary construction easement (TCE) for re-grading outside the existing ROW and **a permanent drainage easement (PDE) from four property owners along the north side of the existing ROW for the County to maintain culvert extensions and ditch grading.** Along with cross slope correction and proposed sidewalk, the updated design plans will maintain positive drainage, extend viable drainage pipes, replace deteriorated pipes, implement ADA requirements, protect pedestrians from drop-offs, and remove and replace existing signs.

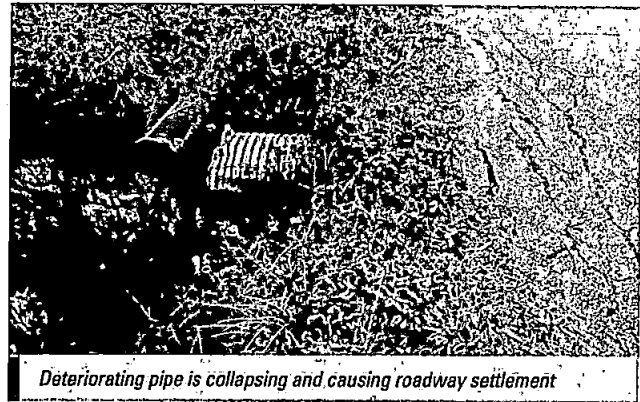
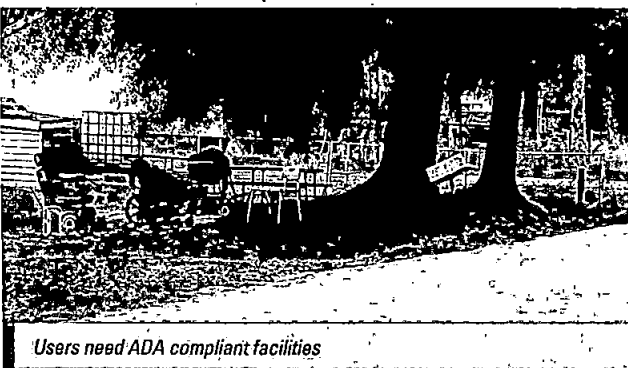


Neighborhood improvements since 2007 include the construction of the East Coast Greenway bike trail, the Moccasin Creek Disc Golf course, and the Armstrong Park Trail Head. The East Coast Greenway bike trail will require new signing and marking and an ADA sidewalk crossing. The Armstrong Park Trailhead adds new driveway crossings. The disc golf course



could benefit from a more direct sidewalk route on County property. This should be investigated as an alternative sidewalk location since there is evidence it is used as a worn route currently.

Due to the age of the plans, it is highly likely that the survey was created with international feet as the units of measurement instead of today's industry standard U.S. survey feet, **which would cause a misalignment between the CAD drawings and construction of approximately 4 feet.**



Our team has performed multiple site visits to gain firsthand knowledge of the area. One resident reported that a cyclist was hit by a car and carried more than 100 feet because neither saw the other in time to avoid a collision. We also identified that sidewalk users in this area will benefit from a design that is ADA compliant.

The existing road typical section is crowned while collection and conveyance for the project mainly consist of swales and ditches broken by driveway culverts. The existing pavement shows areas of cracking and settling that could use additional material strength from the added pavement. The driveway culverts vary in size, level of deterioration, and blockage and are not coordinated to increase as the contributing drainage area increases. Some culverts appear to be at the end of their service life and the road improvements could be undermined by the collapse of these pipes.

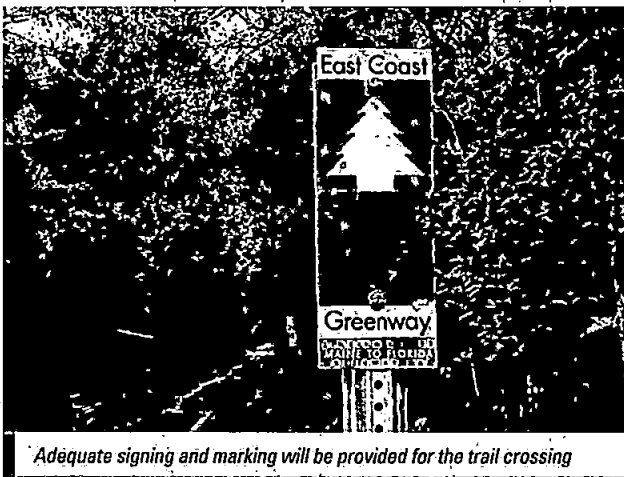
Our staff have experience on similar projects with sidewalk design and collection system improvements. Our local, relevant projects with design include:

- Hastings Sidewalk
- SR 16 and IGP Intersection Improvements
- Pine Forest Drainage Improvements
- Lake Forest Drainage Improvements
- Ravenswood Drainage Improvements
- Cornell Dartmouth Harvard Drainage
- Dobbs Road/Kings Estate Road Intersection Improvements
- CR 210 Widening

Some of our other notable sidewalk designs with accompanying drainage we have designed recently are Holland Park and I-275 Carver City Improvements. All permits for the local projects were obtained through the SJRWMD. This experience has equipped our team to develop infrastructure improvements, pinpoint conveyance problems, and design solutions to decrease flooding, improve inundation recovery, and minimize future maintenance.

Through our research and experience, we identified the following preliminary list of challenges to achieving the County's goals and objectives.

- Necessary easements must be defined early to prevent schedule delay
- The East Coast Greenway bike trail crossing needs unique and adequate signing and pavement marking
- Property owners do not typically prefer to cut down mature trees for minor improvements
- Some lots drain towards the roadway, therefore a raised sidewalk will cause ponding
- Old survey data could cause errors in construction
- Culvert service life



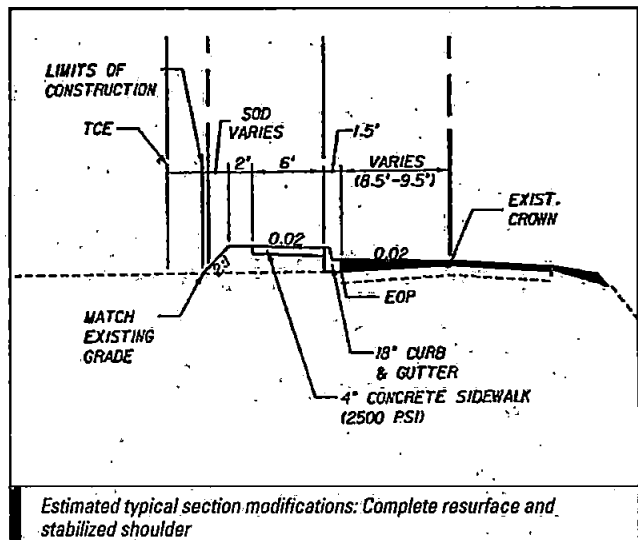
Project Approach & Methodology

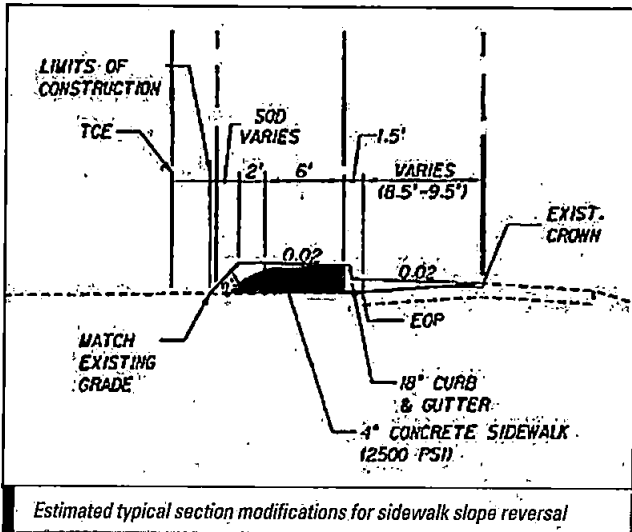
Our design incorporates the local and regulatory requirements for the preferred drainage improvements. Our team will update the current engineering plans to conform to current St. Johns County standards and reflect changes in the

neighborhood since the plans were developed in 2007. Additionally, some design elements are based on FDOT standards and specifications to reduce risk during construction. The proposed improvements are based on old survey therefore new survey will be obtained in areas of new development. Our designers will coordinate with County surveyors and our subconsultant surveyor to properly geo-reference the data in Florida State Plane coordinates to avoid costly errors during construction. Our staff will design the roadway and collection system geometry and will identify TCEs and PDEs early in design so the County can begin the ROW process.

Our team has identified several improvements to the Armstrong Sidewalk plans. The most notable are sidewalk slope reversal, full mill and resurface, routing sidewalk through Armstrong Park, providing ADA ramps, and designing in 3-D.

Where the pavement is cracking due to factors such as shoulder erosion and pipe collapse, the pavement could be strengthened with the addition of a new layer of asphalt. The original design only improved the north half of the road, but in the past 11 years the asphalt condition has deteriorated. A new typical section should be considered in which 0.75 inches of asphalt is milled and 1.5 inches of new asphalt is placed on the south side of the road. The north side of the road will still receive cross slope-correction to drain runoff to the south ditch and to construct sidewalk on the north side.



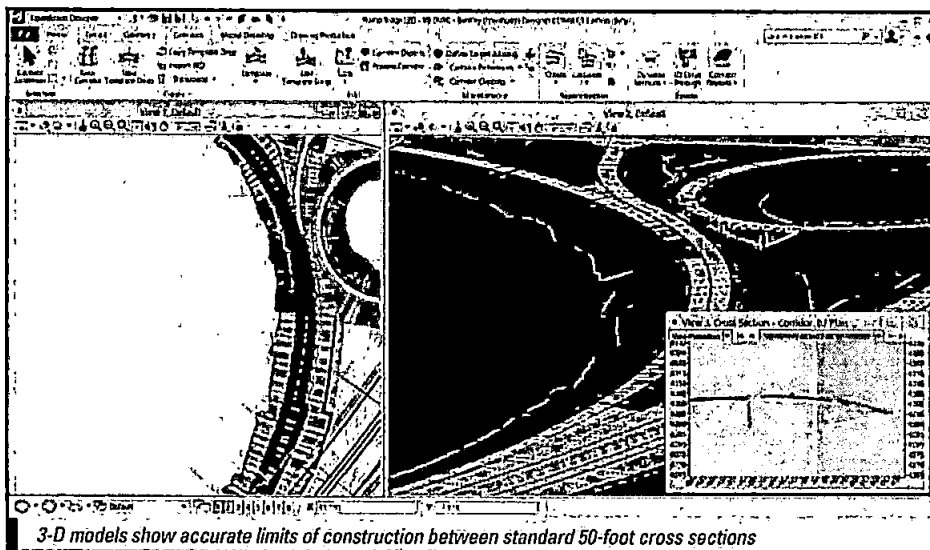


Reversing the sidewalk slope will cut down on fill material and reduce the footprint/encroachment into private property which could reduce TCE and PDE widths. Creating a 3-D design will provide more accurate limits of construction, grading plan, and earthwork quantity. Our staff can visualize drainage problems like low points behind the sidewalk where properties slope toward the sidewalk instead of away from it. Routing the sidewalk through Armstrong Park will reduce construction and avoid removing mature trees and diminishing neighborhood aesthetics. A key pedestrian safety element for this project is encouraging adherence to the 25 mph speed limit on the roadway by adding speed bumps, proper signage, and possible lighting near the bicycle crossing and Armstrong Park.

All design updates will be incorporated into a revised 60% plan set for SJC's review. All details necessary for construction will be added to the plans including specific construction details for structures and unique designs, pertinent regulatory details, erosion control plans, traffic control plans, and signing and marking plans (as needed). The design will likely include culvert replacements, headwall design, roadway improvements, and permanent erosion protection. Drainage calculations will accompany the 60% plans. After the County's review, our engineers, the County's PM, and SJRWMD will meet for a pre-application meeting. At this meeting we will obtain buy-in from the permit reviewer for our engineering design. **Our team will submit the SJRWMD's Pre-Application Meeting Form in advance of the pre-application meeting to alert review staff of the proposed improvements, clearly communicate all project objectives during the meeting, and confirm all permitting analysis and application requirements are clearly understood.** If a permit is required, we use both the plans and calculations to create the permit application to the SJRWMD and USACE.

After 60% review comments are incorporated into the design, we submit 100% plans for County approval. Minor comments, if any, will be applied to the engineering design plans and technical specifications necessary to compile a complete bid package for the purpose of bidding the construction of this project. The submittal of complete plans

will include a cost estimate for the County to use for contractor bid review. Following design, our staff will remain available for procurement services including bidding questions and addendum writing. After the County awards the contract, our team will be available to provide clarification for the contractor during the construction phase and assistance with any unforeseen issues.



ORANGE STREET DRAINAGE IMPROVEMENTS PROJECT

Project Understanding

The project is located in West St. Augustine, east of South Holmes Boulevard and south of CR 214. As part of the CDBG Disaster Relief program, improvements to the drainage infrastructure and outfall system will benefit this economically disadvantaged neighborhood. We understand that this area has been impacted by major storms. Flooding that occurs due to major storms, such as Hurricane Matthew, does more than cause inconveniences, it results in severe property damage and safety concerns.

Our staff has familiarized ourselves with the history of the drainage problems and the purpose of the drainage improvements. We have visited the site and examined available online data, such as FEMA maps, USGS quad maps, and contour data from the St. Johns County iMAP website. Additionally, we reviewed plans and permit documents through the SJRWMD website.

The objective of this project is to determine viable solutions to alleviate flooding. Our understanding of the existing drainage conditions are as follows:

- The existing profile on Orange Street is relatively flat. There are high points and low points along the alignment, but generally, these elevation differences are minor. The majority of the existing profile has grades less than 0.3%.
- From South Brevard Street to West 12th Street, the profile is approximately 35 feet in elevation. The profile rises to elevation 36 feet approximately 475 feet north of West 12th Street, and then sawtooths between 36 feet and 36.5 feet to the northern end of Orange Street.



The profile of Orange Street is relatively flat through the project limits.

- Some sections of Orange Street have shallow swales with side drains under driveways. Other sections of Orange Street do not have swales.
- The runoff pools and sheet-flows down the roadway and across the adjacent properties simultaneously.
- Runoff along Orange Street travels south and discharges to an existing ditch that runs south and is located south of W 15th Street
- This ditch extends for approximately 700 feet before it discharges to an existing 15-acre pond. The Property Appraiser's website shows that the pond is partially owned by SJC and partially owned by V J Usina III.
- Properties adjacent to Orange Street are both higher and lower than the elevations along Orange Street. Consequently, off-site contributions will need to be considered in the conveyance system.
- Sections of Orange Street convey runoff offsite where it pools in off-site low-lying areas

During our site visits we also had the opportunity to talk to the resident of 1055 W 15th Street who informed us that the ditch leading to the existing pond does flood, and the flood waters backup into the Orange Street neighborhood.

Although there is localized flooding, the FEMA flood map shows the neighborhood and the outfall pond as being outside regulated flood zones. Orange Street is not an official evacuation route, and the neighborhood and outfall pond are not located in an official Evacuation Zone. However, improving flooding conditions in this area will provide a safer and more reliable exit for residences in the event of a major storm requiring evacuation.

Project Approach & Methodology

Our team will update the existing design plans to alleviate flooding of properties adjacent to the roadway and convey stormwater runoff to the existing pond located at the southernmost end of South Orange Street. We will develop solutions that provide:

- Flood reduction
- Faster recovery following storm events
- Enhanced roadway conditions for evacuation purposes

Once potential solutions have been vetted, we will make recommendations to St. Johns County, then proceed with permitting efforts and design plans to compile a complete package for the purpose of bidding that will implement the drainage solution. **In addition to the design phase, our team will provide post-design services as requested by St. Johns County, including engineering Services During Construction (SDC), attendance at the pre-construction meeting, assistance with RFIs, and attendance at public presentations.**

We have reviewed the existing 30% plans and have identified improvements that can be made to solve the following issues:

- Some areas along Orange Street still have off-site contributions that are not being collected, and there will be localized areas of flooding.
 - *Solution: More inlets are needed to make sure all areas have a drain with positive outfall.*
- Drainage structure ST-7 has a pipe invert of 26.70, but cannot discharge until the water stages up to the rim elevation of 34.84. Furthermore, the lowest adjacent ditch elevation is approximately 33.00. The hydraulic grade line in the pipe system will back up and Orange Street will flood much like it does today (no improvement to the drainage characteristics).
 - *Solution: Re-grade the outfall ditch and replace the DBI with an end wall or MES, or pipe the runoff the entire way to the downstream pond.*
- Every inlet that is constructed on the west side of Orange Street is a potential utility conflict with the existing water line.
 - *Solution: Invert the crown of the road and construct the collection system away from the water line. This is discussed in Option #2 on the following page.*

This project is similar in concept to the Pine Forest and Lake Forest projects discussed in Section 4: Related Experience. That project also involved improving flooding problems and permitting roadway upgrades. Existing roads had inadequate stormwater conveyance, narrow travel lanes, and some properties were below the road elevations. From this experience and our preliminary review of the Orange Street Drainage Improvements project, several options have already been considered in our preliminary assessment. We have detailed two of the options, in no order of preference.

Option #1: Mill and resurface Orange Street and update the conveyance system from the existing 30% plans. The conveyance system design will be updated. The roadway runoff would collect on both sides of the road as it does in the existing condition. Ditch grading would be performed to drain the runoff to ditch bottom inlets. Because of the sawtooth profile and existing profile grades less than 0.3%, it is not advised to use curb or valley gutter for a majority of Orange Street. Where the Orange Street profile is 0.3% or greater, we would consider valley gutter to minimize ROW impacts. Ditch grades and ditch bottom inlets are needed to capture runoff in the local ponding areas. These ditch bottom inlets would then discharge through a pipe system to the outfall ditch that begins at the Orange Street and W 15th Street intersection. However, this option has two potential problems that need to be vetted.

1. Easements over adjacent properties will be required. The proposed ditch grading will need to be performed in the road ROW and the adjacent private property, since the ditch straddles both properties several times. Some adjacent homeowners currently have fences that are located inside the ditch area. The conveyance design will need to be completed quickly after NTP so that there is sufficient time in the schedule to acquire the easements from the private property owners before construction is scheduled to begin.
2. There is an existing 12-inch water line adjacent to the pavement on the west side of Orange Street. Every ditch bottom inlet placed on this side of the road will conflict with the water line. The water line will need to be adjusted or relocated around the proposed inlets. The easiest adjustment would be to route the water line around the back side of the inlet. However, if there is insufficient room within the ROW for this adjustment, either another easement will be required, or the water line will need to be adjusted to go under the inlet or around the front of the inlet under the pavement.

Maintenance of traffic for this option should be straight forward. Since the existing water main is on the west side of Orange Street, the proposed trunk line will be constructed on the east side of Orange Street. Starting from the downstream end, the proposed trunk line can be constructed

in the northbound lane while local traffic uses the southbound lane. Once the trunk line is installed, the lateral pipe crossings can be constructed, and the local traffic can be shifted to the northbound lane. Then the ditch bottom inlets and utility adjustments to the water line can be constructed in the southbound lane. Finally, the entire roadway can be milled and resurfaced.

Option #2: Reconstruct Orange Street, invert the crown of the road and design the collection system down the center of the road. The profile of Orange Street would be adjusted to have a minimum of 0.3% longitudinal grade. To tie into the existing ground near the ROW line, a sawtooth profile will be necessary. Due to the inverted crown, water from the road ROW will stay within the roadway footprint and not leave in areas where the off-site property is lower than the road grade. Also, off-site discharge will be more easily collected and the road will essentially act as a shallow swale that will have the capacity to collect the stormwater before it has a chance to travel down Orange Street and flow off site at another location. This option also has other benefits:

- A reduction in the number of inlets, since collecting water on both sides of the road will not be warranted with an inverted crown roadway
- No impacts to the water line, since the trunk line and inlets will be located in the center of the roadway
- Reduction in the number of easements needed. We anticipate still needing easements where ditches need to be filled in slightly to allow the off-site flow to drain onto the roadway pavement, but in areas where there is no existing ditch, a proposed ditch requiring easement can be avoided.



Ditch obstructions and sediment will be removed to improve flow

Maintenance of traffic for this option will be more complicated than Option #1 since the entire roadway will need to be reconstructed. Our team will develop a maintenance of traffic plan that will likely involve a combination of phased construction, temporary detours, and temporary single-lane closures.

Both Option #1 and Option #2 will include upgrades to the outfall ditch that begins at the W 15th Street and Orange Street intersection. This ditch extends for approximately 700 feet before it discharges to an existing pond approximately 15-acres in area. Our design effort will include evaluating this outfall ditch for capacity and make sure adequate flow area is available. If necessary, this outfall ditch may be converted to a piped outfall to the pond. As part of that effort, we will make sure any debris or sedimentation that has blocked flow in the ditch is removed. For instance, on our site visits we observed a large concrete pole and its footer that were placed on its side, obstructing ditch flow.

We have observed through historical imagery that the existing pond that serves as the outfall for the Orange Street neighborhood has been altered numerous times. Some of these alterations have made the pond smaller, which takes away capacity for flood storage. If the County agrees, we recommend modeling the pond for modifications to increase flood storage and to maintain positive outfall during major storm events.

In areas where the adjacent property is lower than the roadway, another potential solution to alleviate flooding for the property owner is installing yard drains that connect to the proposed drainage system. This would help existing property owners eliminate flooding on their property and have positive outfall.

Each potential solution may require a different type of permit. Once the drainage design nears completion and a recommended option has been chosen, **our staff will conduct a pre-application meeting with SJRWMD to communicate project objectives and come to an understanding of the necessary permit application requirements.**

OYSTER CREEK BASIN IMPROVEMENTS PROJECT

Project Understanding

The project area is located in West St. Augustine, near King Street, from Park Avenue east to the FEC Railroad that is east of North Rodriguez Street. As part of the CDBG-DR program, improvements are needed to the drainage infrastructure and outfall system in this area. This neighborhood has been impacted by recent major storms.

Prior to the design of the improvements, a drainage study will be performed in accordance with the scope of services.

Our staff has familiarized ourselves with the history of the drainage problems and the purpose of these drainage improvements. We have visited the site and examined available data, such as FEMA maps, USGS quad maps, and contour data from the County's iMAP website. Additionally, we have reviewed the plans and permit documents through SJRWMD for the "West Augustine Drainage Improvements (CDBG-Ph 1)" permit number 40-109-82210-1. This previous project is similar in scope in that it used CDBG funds to construct stormwater improvements to remedy existing drainage problems. The West Augustine Drainage Improvements project similarly provided improvements to a neighborhood adjacent to King Street and also discharges to Oyster Creek.

The objective of this project is to determine viable solutions to alleviate flooding and coordinate with the City of St. Augustine so that no adverse interactions are caused between this project and the HMGP Oyster Creek Improvements project. Our understanding of the existing stormwater conveyance system within the Oyster Creek Basin Improvements project footprint is as follows:

- There is an existing high point on Cathedral Place, just east of the Park Avenue intersection
- Stormwater runoff flows east toward North Rodriguez Street
- There is a significant elevation difference from the high point to the intersection of Cathedral Place and North Rodriguez Street

- As the runoff continues to flow east, the elevation differences minimize, and the runoff makes its way to a 36-inch pipe culvert under the FEC Railroad
- The area between North Rodriguez Street and the FEC Railroad consists of single family homes and a parking lot for New Saint James Missionary Baptist Church which have been flooded in the past due to storm events
- As the stormwater runoff crosses under the FEC Railroad, it is then collected in a piped conveyance system along King Street
- This piped conveyance system then routes the stormwater runoff under King Street to a ditch, that combines with Oyster Creek approximately 200 feet south of King Street

Although there is localized flooding, the FEMA flood map does not have the area upstream of the FEC Railroad designated as a flood zone. Downstream of the FEC Railroad is designated FEMA Flood Zone AE. King Street is not an official evacuation route, but the project area is inside Evacuation Zone B. Improving flooding conditions in this area will provide a safer and more reliable exit for residences in the event of a major storm requiring evacuation.

In addition to our technical research, we have reviewed news articles related to the drainage concerns in this area. Specifically, the article published by *The St. Augustine Record* titled "West Augustine church seeks resolution with St. Johns County for stormwater drainage issues" on September 28, 2016, and the article published by First Coast News titled "St. Augustine church claims county broke its promises to maintain drainage system" on May 5, 2017. These articles discuss drainage problems with New Saint James Missionary Baptist Church and the area between the church and the FEC Railroad. These articles point out a history of coordination among the church and SJC. **Our efforts will be sensitive to the history of coordination and we will endeavor to develop solutions that will be beneficial to both the New Saint James Missionary Baptist Church and also SJC.**

Project Approach & Methodology

Our team will perform a drainage engineering study to recommend system improvements, alleviate flooding, and provide adequate drainage. We will incorporate all available data into a stormwater model, develop solutions that provide flood reduction, faster recovery following storm events, and provide enhanced roadway conditions for evacuation purposes. Once potential solutions have been vetted, we will make recommendations to SJC, then proceed with permitting efforts and design plans to compile a complete package for the purpose of bidding that will implement the drainage solution. **In addition, our team will provide post-design services as requested by the County, including engineering services during construction (SDC), attendance at the pre-construction meeting, assistance with RFIs, and attendance at public presentations.**

This project is similar in concept to the Pine Forest Drainage Design project discussed in Section 4: Related Experience. That project also involved providing drainage improvements to alleviate flooding and included a preliminary study and stormwater model. From this experience and our preliminary review of the Oyster Creek Basin Improvements project, several options have already been considered in our preliminary assessment. We have detailed two of the options below.

Option #1: Increase the flow area of the culvert crossing under the FEC Railroad. This option would be accomplished via a jack-and-bore of a new pipe(s) under the railroad. This culvert crossing is the outfall for the single family homes and parking lot that experiences flooding, and at first glance, this would appear to be a viable option. Our drainage study will include an analysis of this option. However, this option has two potential problems that need to be vetted.

1. The piped conveyance system under King Street will need to have the capacity to accept more flow. If the existing conveyance system under King Street does not have sufficient capacity, the additional flow from upsizing the culvert under the FEC Railroad could potentially cause flooding at the low point of King Street, which is located approximately 110 feet west of N. Whitney Street. Near this low point is a building with a doorway facing King Street. During our site visit to this area we observed sandbags that have been placed at



Sandbags placed at doorway of 523 West King Street

the threshold of this doorway. It is possible that these sandbags are placed to prevent sheet flow from entering the building as runoff is discharging to the low point. It is also possible, however, that these sandbags were placed because the low point floods and water stages up to the doorway. The drainage solution for this area needs to consider potential flooding at this low point on King Street, and simply increasing the culvert size under the FEC Railroad may exacerbate an existing downstream drainage problem.

If a drainage problem is discovered on King Street, a potential solution to alleviate flooding could be included as part of this project. Possible drainage restrictions that might contribute to flooding at this low point could include:

- Undersized pipes that convey runoff under King Street
- Undersized ditch section downstream of the low point on King Street
- Downstream obstruction in the ditch or Oyster Creek

The drainage analysis will include modeling by updating the County-wide Stormwater Model — West Augustine Regional Model (WARM) and will extend all the way to US 1. Potential solutions to the above mentioned restrictions could include:

- Increasing the size of the culvert under King Street
- Ditch improvements downstream of King Street which may be as simple as regrading ditch segments that may have been obstructed with debris or sedimentation

2. If a jack and bore pipe under the FEC Railroad is required, it should be noted that this will require coordination with the FEC Railroad. A permit will be needed as well as a design that will meet all FEC criteria, which are typically more stringent than County and FDOT criteria. The Osiris 9 team has coordinated with railroad entities numerous times on many of our transportation projects. This experience will aid in coordination efforts for this project. Leading our FEC coordination efforts is Randy Frederick, a rail industry leader for over 30 years. Randy will guide our team through the difficulties that may be presented in procuring an FEC permit.

Option #2 – Design a new pond upstream of the FEC Railroad to provide attenuation. A new pond would be constructed hydraulically upstream of the FEC Railroad, and hydraulically downstream of the single family homes and parking lot that experiences flooding. Conveyance systems would potentially need to be modified such that the surrounding area drains to this pond first before entering the ditch that discharges to the culvert under the FEC Railroad. The pond would be designed to accomplish two purposes:

- Reduce flooding to the adjacent single family homes and parking lot for New Saint James Missionary Baptist Church
- Reduce the peak discharge through the culvert under the FEC Railroad

The goal of this option is to design the pond such that the peak discharge is small enough to eliminate the need for the jack and bore pipe option under the FEC Railroad. We are aware that there are two existing stormwater ponds and a swale on the upstream side of the FEC Railroad. This solution would consider alternatives to expand one or more of these existing facilities or leave these existing facilities as-is and construct a new facility.

A solution of this kind is similar to the solutions used in the aforementioned "West Augustine Drainage Improvements (CDBG-Ph 1)"; SJRWMD permit number 40-109-82210-1.

All of the potential proposed options discussed will be analyzed in our drainage model.

Recommendations will be made to SJC that balance the project issues by providing flood reduction and faster recovery after storm events, while at the same time being sensitive to project costs. We understand that the County's goal is to maximize the use of CDBG-DR funds to provide the greatest benefit to the impacted residents.

Each potential solution would require varying types of permitting. Once the drainage study has been completed and a recommended option has been chosen, **our staff will conduct a pre-application meeting with SJRWMD to communicate project objectives and come to an understanding of the necessary permit application requirements.**

AVENUE D DRAINAGE IMPROVEMENTS PROJECT

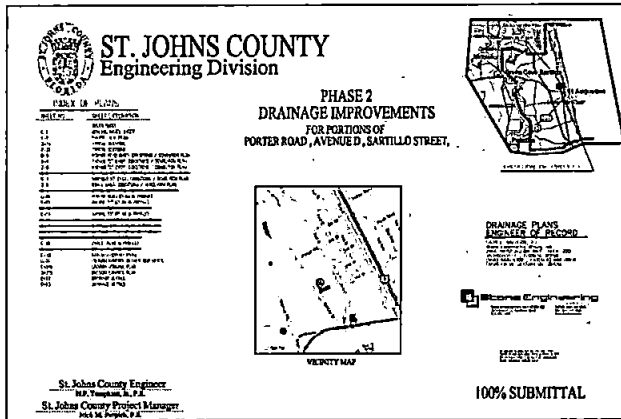
Project Understanding

The objective of this project is to evaluate and upgrade the existing stormwater drainage system at Tart Road, Avenue D, and Big Oak Road. **Our approach will meet the objectives by performing an area engineering study and designing stormwater system improvements to:**

- Alleviate localized flooding
- Provide adequate drainage
- Provide faster storm recovery
- Provide clear evacuation routes

Our team will work to achieve these goals through cost-effective and value-engineered infrastructure improvements including:

- Replacing deteriorated corrugated metal pipes with reinforced concrete pipes
- Enlarging small pipe diameters
- Adjusting pipe inverts
- Reshaping swales and ditches for positive, continuous drainage
- Extending culverts for safety
- Improving roadside shoulders
- Shallower ditch side slopes
- Additional warning signage to increase driver awareness of drop-off hazards versus guardrail



Our team reviewed existing plans and permits to provide a thorough project approach and address project site challenges

Our staff has familiarized ourselves with the history of the drainage problems and prior drainage improvements. We have reviewed existing plans, property boundaries, permits, the County-wide Stormwater Model - NARM, and GIS layers including soils, contours, and endangered species. During the study and design, we will use your existing data to avoid unnecessary costs. Avenue D, Big Oak Road, and Tart Road lie in a 2,750-acre drainage basin for the San Sebastian River upstream of Lewis Speedway. The San Sebastian River is a Class III Marine waterbody that is tidally influenced. Runoff flows south underneath Lewis Speedway to combine with the rest of the San Sebastian drainage basin through a double 7'x10' concrete box culvert. Avenue D runs nearly north-south through the lowest elevations in the drainage basin.

We reviewed the following existing permits to gain insight of prior improvement activities:

- #48079-8 Avenue D/Lewis Speedway Intersection Improvements which included an extension of the Double 7'x10' concrete box culvert
- #130671-3 St. Johns County Phase 1 Drainage Improvements for Porter Road, Avenue D, and Sartillo Street
- #130671-4 St. Johns County Phase 2 Drainage Improvements for Porter Road, Avenue D, and Sartillo Street
- #99102-1 Lemberg South Formal Wetland Determination which affects improvements on Big Oak Road

Our team has performed multiple site visits to gain firsthand knowledge of the area. Collection and conveyance for the project mainly consist of swales and ditches broken by driveway culverts. The driveway culverts vary in size, level of deterioration, and blockage and are not coordinated to increase as the contributing drainage area increases.

Our staff has similar study and design experience that will help with this drainage project. Some of our similar projects with drainage area models of this magnitude include:

- Cecil Commerce Center Master Stormwater Model
- SR 50 from Chuluota Road to SR 520 and Port Orange Drainage Study. Large ICPR models were modified to incorporate several proposed drainage alternatives to alleviate flooding.

Our team's local project experience with similar drainage conveyance improvements to residential ditches include:

- Pine Forest Drainage Improvements
- Lake Forest Drainage Improvements
- Ravenswood Drainage Improvements
- Cornell/Dartmouth/Harvard Drainage
- Dobbs Road/Kings Estate Road Intersection Improvements

All permits for the local projects were obtained through the SJRWMD. Our experience enables our team to analyze ICPR models with tidal influence, pinpoint conveyance problems, and design solutions to decrease flooding, improve inundation recovery, and minimize future maintenance.

Through our research and experience, we identified the following preliminary list of project challenges:

- Narrow ROW for construction may require drainage easements
- Minimizing/avoiding wetland impacts
- Minimal drainage profile along Avenue D
- Adjacent property elevations are lower than road elevations

- Drainage improvements on each road are indirectly connected through wetlands and must be modeled accordingly for accuracy
- Increasing positive flow along local streets may exceed the capacity of the double 7'X10' box culvert under Lewis Speedway
- Limited evacuation routes during major storm events
- Effectively planning and allocating survey, geotechnical, and environmental services in the study phase to use the data in the design phase and reduce duplicated efforts



Increasing positive flow along local streets may exceed the capacity of the double 7'X10' box culvert under Lewis Speedway

Project Approach & Methodology
After the project kick-off meeting, the first goal is completing an area engineering study to alleviate flooding and provide adequate drainage.

Our team will review the County-wide Stormwater Model for inconsistencies and necessary updates. Our team will then build in the necessary details, such as specific ditch connections and culverts, into the macro-level County-wide Stormwater Model to model the micro-level nuances of the project area. This will identify problem areas causing flooding and aid in developing effective drainage improvement solutions. Our design will overcome the aforementioned challenges by minimizing wetland impacts, re-grading ditches with special ditch profiles, and pipe stormwater collection only when necessary.

In addition to lesser design storms for roadside conveyance, the models will be run for greater storm events to evaluate the capacity of the double 7'X10' box culvert cross drain under Lewis Speedway with the proposed upstream improvements.

Identifying evacuation routes is critical when analyzing flood stages in a drainage basin. Maintaining lower flood stages for the low-lying properties and roads is most important during a heavy rain event like Hurricane Matthew. Portions of Tart Road, Avenue D, and Big Oak Road act as the only evacuation routes for some residents to get to US 1 or SR 16. It is crucial to repair the drainage infrastructure in this area to reduce risk from future flood damages and maintain evacuation routes in emergency rainfall scenarios.

During the study phase our staff will coordinate with the County to provide progress updates, report findings, and submit a preliminary report for County review. After SJC's review, our engineers, the County's PM, and the SJRWMD will meet for a pre-application meeting. In this way we obtain buy-in from the permit reviewer for our engineering design prior to finalizing the study. **Our team will submit the SJRWMD's Pre-Application**

Countywide Stormwater Model
 North Augustine Regional Model
 Lewis Speedway Culvert Node Maximums

Sim	Node Name	Relative Time [hrs]	Warning Stage [ft]	Maximum Stage [ft]	Maximum Total Inflow Rate [cfs]	Maximum Total Outflow Rate [cfs]
Y100H24	3631	23.9167	12.00	6.80	1062.50	1062.66
Y10H24	3631	23.9167	12.00	4.70	462.98	462.92
Y25H24	3631	24.0000	12.00	5.48	668.98	669.02
Y50H24	3631	23.9167	12.00	5.65	716.76	716.94
Y5H24	3631	23.9167	12.00	3.36	176.44	176.35

Meeting Form in advance of the pre-application meeting to alert review staff of the proposed improvements so that all project objectives are clearly communicated during the meeting and all permitting analysis and application requirements are clearly understood. Preliminary cost estimates will be prepared for the studied alternatives as well as other evaluation criteria agreed upon with SJC. The final report will provide a clear recommendation using a decision matrix tailored to SJC's needs. The County's comments and pre-application meeting findings will then be incorporated into the final report for the conclusion of the study phase.

Our design will incorporate local and regulatory requirements for the preferred drainage improvements. Design elements will be based on County and FDOT standards and specifications to reduce risk during construction. The improvements identified in the study phase will be updated based on completed survey, at which point the collection system geometry and cross drain geometry will be designed. If TCEs and PDEs are required, these will be identified early in design for the County to begin the ROW process. We will add all details to the plans that will likely include:

- Culvert replacements
- Headwall design
- Roadway improvements
- Permanent erosion protection

If required, drainage calculations will be used to create the permit application to the SJRWMD and USACE. The updated drainage model will also allow our team to quickly evaluate the 50-year and 100-year storm events to alert the County of flooded evacuation routes. County comments will be incorporated into the design at each submittal milestone. Following design, our staff will remain available for procurement services including bidding questions and addendum writing. After the County awards the contract, our team will be available to provide clarification for the contractor during the construction phase and for assistance with any unforeseen issues.

ST. AUGUSTINE BOULEVARD AND CYPRESS ROAD DRAINAGE PROJECT

Project Understanding

The objective of this project is to evaluate and upgrade the existing stormwater drainage system upstream of the intersection of St. Augustine Boulevard and Cypress Road and to improve the outfall. Our team will perform an area engineering study and designing stormwater system improvements to:

- Alleviate localized flooding
- Provide adequate drainage
- Provide faster storm recovery
- Provide clear evacuation routes

Our team will work to achieve these goals through cost-effective and value-engineered infrastructure improvements that will include:

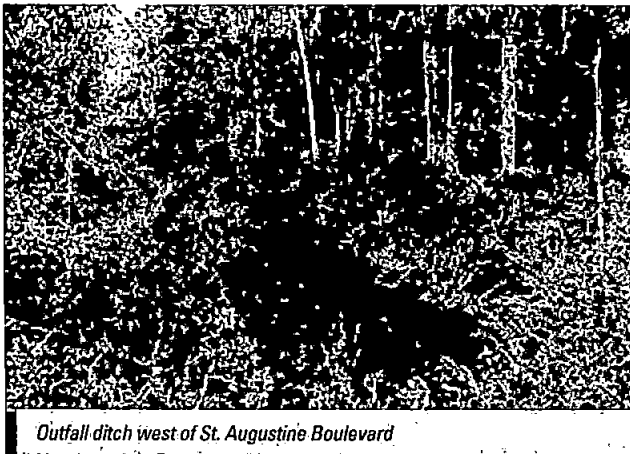
- Re-sizing existing pipes
- Replacing deteriorated corrugated metal pipes with reinforced concrete pipes
- Replacing blocked pipes
- Enlarging small pipe diameters
- Adjusting pipe inverts
- Re-shaping swales and ditches for positive, continuous drainage
- Extending culverts for safety
- Additional warning signage to increase driver awareness of drop-off hazards versus guardrail
- Vibratory strips on westbound Cypress Road to warn motorists instead of guardrail on the west side of St. Augustine Road to protect motorists from the drop-off

Our staff has familiarized ourselves with the history of the drainage problems and the purpose of the drainage improvements. We have reviewed existing plans, property boundaries, permits, the County-wide Stormwater Model – Moultrie Creek Regional Model (MMRM), and GIS layers including soils, contours, and endangered species. Adjacent permits include: #142027 Sawmill Landing and #101310 Deerfield Preserve. During our study and design, we will use your existing

data to avoid unnecessary costs. The study and improvements pertain to the drainage infrastructure along St. Augustine Boulevard and Cypress Road and to the outfall system from St. Augustine Boulevard to Moultrie Creek beneath Hilltop Road. The drainage infrastructure along St. Augustine Boulevard includes a deep ditch south of Cypress Road, smaller ditches north of Cypress Road, driveway culverts, and several cross drains. The drainage infrastructure for Cypress Road includes a deep ditch on the west end of the road and shallower ditches near the developed residential area with driveway culverts and minor crossings. The outfall system from St. Augustine Boulevard to Hilltop Road is a 20-foot-wide ditch in a 40-foot-wide drainage easement with an access driveway culvert at the west end. The outfall system continues under Hilltop Road through a 54-inch CMP culvert and then through a ditch and a future double 36-inch culvert within the Sawmill Landing development.

Our team has performed multiple site visits to gain firsthand knowledge of the area. Collection and conveyance for the project mainly consist of swales and ditches broken by driveway culverts. The driveway culverts vary in size, level of deterioration, and blockage, and are not coordinated to increase as the contributing drainage area increases.

Properties lower than the existing road require a higher level of ditch capacity to maintain a HGL elevation below the overtopping elevation normally required for cross drains. Culvert headwalls at St. Augustine Boulevard and Cypress Road are only a few feet from the edge of the road. Shoulders are grassed, not paved, and only a few feet wide adjacent to a steep ditch (more than 4-feet deep).



Deteriorated driveway culverts need replacing. Objects block the flow in culverts which causes higher flood stages upstream. Finally, ditch re-grading and headwall replacements impact adjacent wetlands.

Maintaining lower flood stages for the low-lying properties is most important during a heavy rain event like Hurricane Matthew. Providing positive outfall and removing constrictions or blockages from the flow path reduces peak flood stages and decreases the recovery time that it takes the flood waters to recede. For some residents, St. Augustine Boulevard is their only evacuation route to get to Kings Estate Road, then Hilltop Road, and finally, SR 207. It is crucial to repair the drainage infrastructure in this area to reduce future flood damages and maintain evacuation routes in emergency rainfall scenarios.

Our staff has similar study and design experience for projects involving drainage area models of this magnitude including:

- Cecil Commerce Center Master Stormwater Model
- SR 50 from Chuluota Road to SR 520 and Port Orange Drainage Study. Large ICPR models were modified to incorporate several proposed drainage alternatives to alleviate flooding.

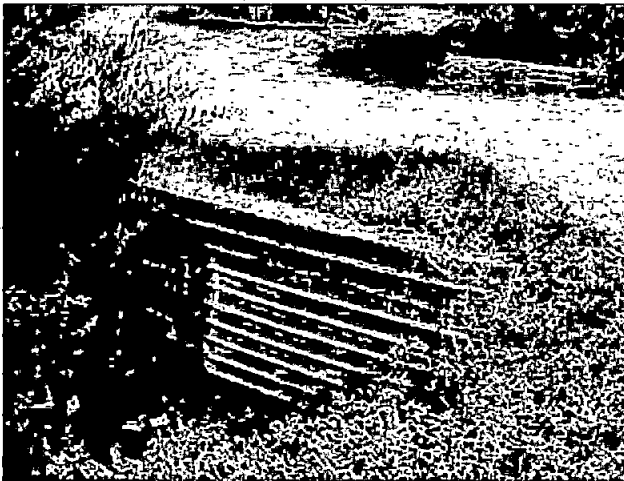
Some of our local project experience with similar drainage conveyance improvements to residential ditches includes:

- Pine Forest Drainage Improvements
- Lake Forest Drainage Improvements
- Ravenswood Drainage Improvements
- Cornell/Dartmouth/Harvard Drainage
- Dobbs Road/Kings Estate Road Intersection Improvements

All permits for the local projects were obtained through the SJRWMD. Our experience has well equipped our team to analyze ICPR models with tidal influence, pinpoint conveyance problems, and design solutions to decrease flooding, improve inundation recovery, and minimize future maintenance.

Through our research and experience, we identified the following preliminary list of challenges associated with this project. These challenges include:

- Properties lower than the existing road
- Drop-off hazards
- Collapsed driveway culverts
- Blocked driveway culverts
- Wetland impacts in the areas of improvement
- Single or limited evacuation routes during major storm events
- Effectively planning and allocating survey, geotechnical, and environmental services in the study phase to use the data in the design phase and reduce duplication of efforts
- Crash history evidences need for drainage related safety improvements



Homemade driveway culvert headwall with tin roof forms that block pipe

Project Approach & Methodology

After the project kick-off meeting, the first goal is to complete an area engineering study to alleviate flooding and provide adequate drainage. Our team will review the County-wide Stormwater Model — Moultrie Creek Regional Model (MCRM) for inconsistencies and necessary updates. Then we will build in the necessary details, like specific ditch connections and culverts, into the macro-level County-wide Stormwater Model, within ICPR, to

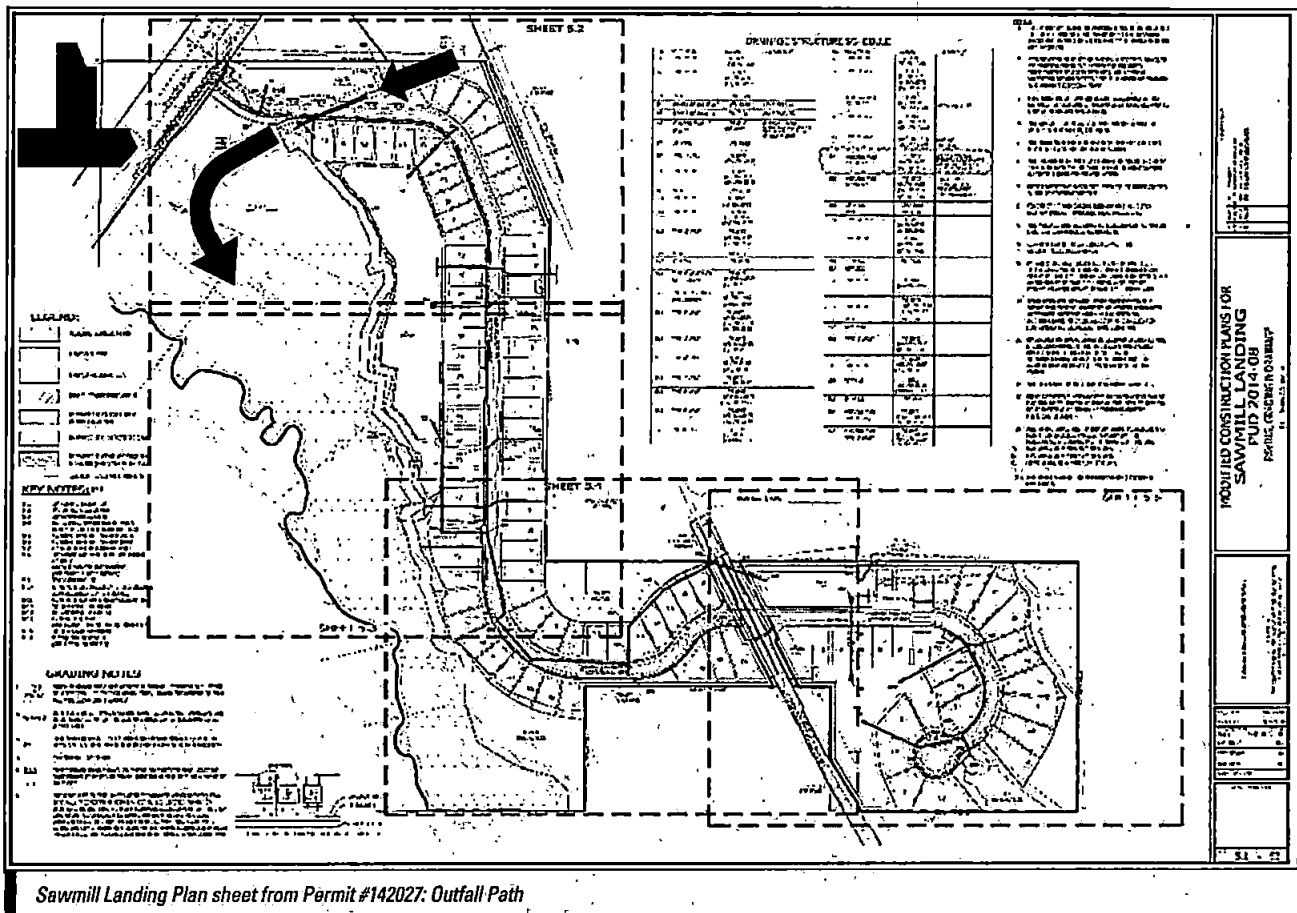
model the micro-level nuances of the project area. We will also add adjacent developments, such as Sawmill Landing, that are not currently included in the model. In this way, we identify problem areas that cause flooding and develop drainage improvement solutions. Our design will overcome the previously mentioned challenges by minimizing wetland impacts, re-grading ditches with special ditch profiles, and piping stormwater collection only when necessary.

In addition to lesser design storms for roadside conveyance, the models will be run for greater storm events to evaluate the capacity of the cross drains under St. Augustine Boulevard and Hilltop Road with the proposed upstream improvements.

During the study phase our staff will coordinate with County staff on the progress and findings and submit a preliminary report for County review. **After SJC's review, our engineers, the County's PM, and the SJRWMD will hold a pre-application meeting. At this meeting we will obtain buy-in from the permit reviewer for our engineering design prior to finalizing the study.** Our team will submit the SJRWMD's Pre-Application Meeting Form in advance of the pre-application meeting to forewarn review staff of the proposed improvements so that all project objectives are clearly communicated during the meeting, and all permitting analysis and application requirements are clearly understood.

Preliminary cost estimates will be prepared for the studied alternatives as well as other evaluation criteria agreed upon with SJC. **The final report will provide a clear recommendation using a decision matrix tailored to SJC's needs.** The County's comments and pre-application meeting findings will then be incorporated into the final report for the conclusion of the study phase.

Our design will incorporate local and regulatory design requirements for the preferred drainage improvements. **Design elements will be based on County and FDOT standards and specifications to reduce risk during construction.** The improvements identified in the study phase will be updated based on completed survey, at which point



the collection system geometry and cross drain geometry will be designed. If TCEs and PDEs are required, these will be identified early in design for the County to begin the ROW process. We will add all details to the plans that will likely include:

- Culvert replacements
- Headwall design
- Roadway improvements
- Permanent erosion protection
- Specific construction details for structures and unique designs

If required, drainage calculations will be used to create the permit application to the SJRWMD and USACE. The updated drainage model will also allow our team to quickly evaluate the 50-year and 100-year storm events to alert the County of flooded evacuation routes. County comments will be incorporated into the design at each submittal milestone. Following design, our staff will remain available for procurement services including bidding questions and addendum writing. After the County awards the contract, our team will be available to provide clarification for the contractor during the construction phase and assistance with any unforeseen issues.

6. QUALITY AND SCHEDULE CONTROL



QUALITY AND SCHEDULE CONTROL

Delivering a high-quality product on schedule begins and ends with the project manager having the knowledge and experience to develop and execute a customized quality management plan. Osiris 9 Consulting will implement the same quality procedures to produce plans at the level of quality that the County has expected from Project Manager Walter Nemecek, P.E. for more than 20 years. Mr. Nemecek will implement the same management approach and methodology as he has in the past, providing you clear accountability and one point of contact for every assignment. He understands the overall design process and implements management plans leading to quality projects, on time and within budget. **Mr. Nemecek has proven skill in coordinating multidisciplinary teams to bring engineering documents from the planning and permitting stages to final design and contract award. He has successfully delivered 19 projects for St. Johns County Engineering, including 9 that involved complex drainage and permitting.**

Mr. Nemecek's overall objective is to build and maintain a positive client relationship and public rapport, and to deliver these projects per the contract documents, on schedule, and within budget constraints. Mr. Nemecek will manage project initiation, project execution/control, and closeout, and is responsible for project deliverables, schedule, budgets, invoicing, and CDBG-DR documentation. He will schedule and monitor manpower requirements against the project budget/spending performance, including management of activities related to project scope, schedule, cost, quality, communications, coordination, manpower, discipline requirements, resources, procurement, and risk elements required to optimize client service and quality.

PROJECT MANAGEMENT

Osiris 9's management approach is to provide rapid response to task proposals, assign expert staff, and implement an efficient project plan that emphasizes quality, budget, and schedule. Osiris

9 has developed a management approach tailored to this contract where five projects may require simultaneous management. These five tasks have a specific management approach with specific dedicated staff to provide SJC a high-quality, constructable design that meets accelerated deadlines associated with the CDBG-DR program. Mr. Nemecek will implement the same proven project management approach and methodology that he employed to successfully deliver 19 past SJC assignments. Key elements of the plan include:

The Right Team

A successful project is never delivered by just a team of top consultants. Osiris 9's concept of the project team will extend beyond disciplinary professionals to include SJC Engineering Managers. We are the project team, each of us fulfilling our role to be responsible with the funds of the SJC citizens to whom we are accountable. The professionals on the Osiris 9 team were chosen specifically for this contract to further the harmony and continuity of MBE/WBE/DBE qualified firms. Osiris 9 invited firms to partner with us who have:

- Proven SJC project experience
- Previously worked with Osiris 9 staff on other projects
- Available local staff to perform work according to the schedule
- Consistently been recognized in their field for their attention to quality
- Successfully completed multiple CDBG-DR projects in the last 5 years

Integrated Team

The organization chart in section 3 identifies key staff, reporting relationships, and the subconsultants who will be an integral part of our team. Project Manager Walter Nemecek, P.E. will manage Osiris 9 and subconsultants, and work closely with SJC staff to accomplish the five assigned projects. As the single point-of-contact with SJC, Mr. Nemecek will

establish and maintain clear lines of communication with SJC and coordinating agencies. He will manage the activities of project technical leads and subconsultants in accordance with the management plan for the project. Keith Jackson, P.E. of STV has been assigned the Deputy PM role to oversee the two tasks assigned to STV, provide additional management for concurrent projects, and perform quality oversight in the office for those tasks.

Subconsultant Management

Our subconsultants were selected based on their proven experience and long-term relationships providing successful projects for SJC and other agencies in North Florida. STV is a major subconsultant that has successfully teamed with us on numerous projects in the past. Osiris 9 meets all the requirements for as MBE/WBE/DBE as the prime consultant, but we have also added several other highly qualified local MBE/WBE/DBE firms to exceed the goals of the program for disadvantaged participation and provide a high-quality team. We have worked with each of our team members on numerous projects throughout Northeast Florida. Osiris 9 will enforce adherence to schedules, budgets, and quality guidelines of all work performed by our subcontractors. We will maintain updates of time spent and percentage of tasks completed so that we can identify any variances and make any adjustments before they impact the schedule. We assembled our team to handle multiple assignments simultaneously and have customized the team to meet the specific requirements of any assignment. Additional resources can be quickly added to accelerate schedules or to meet specialized needs.

Effective Communication

Continual communication among Osiris 9, SJC staff, the CDBG-DR consultant (TetraTech) and project stakeholders is essential to make sure the final product is what has been envisioned and that the projects are well-received by the citizens — during design, construction, and for the service life of the improvements. Osiris 9 proposes to use the following communications approaches:

- **Kickoff meetings** will be scheduled soon after notice to proceed to gather SJC representatives and the Osiris 9 team to lay out our path to project success.

- **Weekly progress updates** to SJC personnel, keeping a constant flow of information so their staff can be aware of project progress and the initial stages of potential issues, and be central in the formation of recommended solutions.
- **In-person Monthly SJC Board Meetings** and conferences as requested by SJC. Osiris 9 will work for you and the citizens you represent. The Commissioners will have the most up-to-date information needed to answer questions from their constituents.
- **Dynamic Public Awareness** that goes beyond display boards in static public meetings. Public awareness should be dynamic, adjusting to the unique needs of the project. As elements of the project are identified as having the potential to uniquely affect the public, Osiris 9 will make every effort to meet with stakeholders to solicit feedback, promote understanding, and make accommodations where possible. We are proposing public meetings for all the assigned tasks to let the public know of the pending construction. For the tasks of Armstrong Drainage Project, Avenue D Drainage Improvements, St. Augustine Boulevard, and Cypress Road Drainage we also propose public meetings to collect public information to fully understand the flooding issues and how to solve them. Our Public Involvement Specialist Tom Percival will develop a plan to both inform and collect information from the public. Dynamic public awareness efforts are the types of innovative proactive steps needed to promote a smooth interaction with the Commissioners and citizens of SJC during and after construction.
- **Efficient Document Management** Osiris 9's staff widely use the file sharing application, SharePoint, to keep project team members and clients informed, giving all team members access to the most up-to-date milestone submittals available for downloading or viewing. This simple-to-use technology gives the SJC staff access to information they need anywhere they have Internet. SharePoint is a key technology Osiris 9's staff use to coordinate production, give accessibility to the most current files and documentation, and keep deliveries on schedule.

Schedule Control

A reasonable yet timely delivery schedule must be created and managed through the design life of the

project so that construction can begin on time and completed within the grant time constraints. Osiris 9 proposes to accomplish successful schedule management implementing these principles:

- **Simplify Documentation** — During the study phase we will provide only documents and details necessary to develop alternatives for decision purposes. During the design phase we will prepare only documents for procurement and construction with two major submittals (60% and 100%) to streamline design.
- **Concurrent Teams** — Running project production elements concurrently with five separate tasks executed by five separate teams. See the provided schedules for a detailed plan to concurrently accomplish all the tasks in the allotted time frame.
- **Identify Critical Paths** — Certain project elements have the potential to push the schedule out which would delay the start of construction. Critical pathways for our tasks include:
 - **Data Collection** — *we will use existing survey for design projects and available Lidar for the projects that begin with a study. Both will allow design to start prior to collecting all data and expedite the schedule.*
 - **Drainage Easement and Temporary Construction Easement Delineation** *will begin expedited acquisition so all easements are in place for construction.*
 - **Utility coordination** *so utility agencies are prepared with finances, designs, and crews to mobilize for construction.*
 - **ERP Permitting** — *through the SJRWMD, FDEP and USACE have given their permission to allow construction to begin in areas of their jurisdiction.*

Scope Control

Avoiding scope creep takes constant awareness of the project throughout the design life cycle. To keep a project focused and on schedule, Osiris 9 will implement these measures to keep an expanding scope from negatively impacting the schedule:

- **Collaborative defined scope** — This scope begins with a thorough knowledge of the project purpose and the plan to deliver, where all members of the team, both consultant and SJC, are consulted for input. Key questions that must be answered include: What are the criteria? What are the

deliverables? What are the required permits? What are the milestones? Knowing the answers to these leads to a well-defined, comprehensive scope.

- **Thorough data collection** — Good design begins with a clear foundational picture of the existing conditions. Knowing these issues at the outset is a proactive step to avoiding a scope expanding with unknown issues. Osiris 9 also seeks to use existing data such as Lidar, existing topographic surveys, soil survey information and existing plans to decrease scope and schedule.
- **Proactive solutions** — Every project, no matter how detailed the planning, has unforeseen issues arise that may threaten project success. If problems arise, we will identify solutions and a solid plan for implementation to present to SJC.

Quality Products

Each team member is responsible for developing quality work daily. Beyond individual quality responsibilities, each subconsultant is responsible for following a custom developed quality management plan for each project that involves cross-checking each deliverable by a qualified professional who is not working on the specific task. Each firm will also assign one person as the Quality Control Manager to make sure all quality procedures are followed.

QUALITY CONTROL PROCEDURES

Quality is embedded into the Osiris 9 mission and goals, whether it is outstanding customer service, constructable/cost-effective designs, enhanced safety, or innovative solutions. These goals can only be achieved through quality-driven people and processes. Osiris 9 and our team members understand this well and are committed to delivering high-quality plans to SJC. We propose David Anderson, P.E., to lead our QA/QC program. He will work closely with our Project Manager, Walter Nemecek, P.E., and Principal-in-Charge, Imran Ghani, P.E., AICP, to make sure Osiris 9's prescribed QA/QC process is being met, and that our team is producing the quality work that is expected for this contract. Each task manager will sign the plans as the registered professional. As such, they will continuously review the plans for quality and accuracy. David Anderson, P.E. will oversee the quality control process and verify that each set of documents has followed our plan.

Osiris 9's Quality Manager, David Anderson, P.E., has over 35 years of experience and will make sure that each project has a proper quality control plan. Mr. Steven Noriega, P.E. from STV will also review the quality control plan for each task and will serve to cross check all work that Osiris 9 prepares. Before each milestone submittal, they will review plans for constructability, sustainability, and value. This combination of Mr. Anderson and Mr. Noriega provides a multidisciplinary approach with design proficiencies including major and minor highway design, MOT plans, stormwater systems design and modeling, and utility coordination.

Quality Control Plan

Osiris 9 Quality Manager, David Anderson, P.E., will prepare and implement a Quality Control Plan (QCP) for this contract that will address the various potential tasks identified in the scope. The QCP features:

- Detailed checking and technical review guidelines—Thorough checking by each engineer and technician of their own work is required, as is the use of formal peer checking and QC checklists.
- Checking/red-lining follows the typical format of red (error), yellow (correct), blue (revised and backchecked), and green (comment).
- Checker, designer, and backchecker initial and date all plans upon review and revision.
- The peer checker is a qualified professional and never the same person as the designer.
- Checklists are completed by the project manager and submitted with each milestone submittal (study, preliminary, final). SJC will receive a copy of the completed checklist.
- Independent review and value-engineering plan—Independent review, evaluation, and/or analysis by other professionals within the organization or team is conducted regularly. Constructability/sustainability is also reviewed prior to milestone

submittals, adding value to the overall final product and reducing costly construction change orders.

- Project controls and document management guidelines—Consistent project controls and document management are essential elements of an effective quality program. This portion of the plan will identify the specific procedures for controls and document management, which includes everything from how to name and file documents consistently, to proper project chargeability and timesheet keeping. Every element is addressed individually before a project begins. This element will be critical for proper CDBG-DR program recordkeeping.
- Control of subconsultants and vendors—Our subconsultants are required to implement their own quality control plan and provide records of their quality reviews. A key individual will be identified with each subconsultant to be responsible for their QCP and the necessary quality records. All deliverables will be reviewed by Mr. Nemecek.

Scheduling Success

Osiris 9 recognizes that managing the schedule is an essential element for successful execution of any task assignment. Under the direction of the project manager, all staff and subconsultants are provided a detailed schedule establishing submittal and review dates, developing the sequence of task elements, assigning timely dates for exchanges of task data, updating the task schedule. **Meeting deadlines is the backbone of a successful project and can only be achieved by accountability to the schedule, providing adequate time to complete and check documents for quality purposes and providing time for SJC staff to review documents and provide comments.**

We have provided detailed schedules for each of the five tasks based on our current project understanding. Upon notice to proceed, Osiris 9 will review and analyze the baseline schedule submittal milestones for compliance with SJC's scheduling requirements, notably, that all five projects will be completed prior to the 2-year CDBG-DR deadline. Our review will verify the logical sequence of activities, simultaneous tasks and that all subconsultant interfaces have been identified. An updated project schedule will be developed and will be reevaluated and adjusted as deemed necessary by the project manager and technical leads.

Osiris 9 Consulting Quality Control (QC) Tracking Stamp		
Document: _____	Name	Date
Phase: _____		
Document author		
Ready for QC (Place QC Stamp)		
Checker		
Additions, corrections or deletions (Red)		
Backchecker		
Concurred (Green Check Mark)		
Disagree (Green X-out)		
Updater		
Change Made (Yellow Highlight)		
Rechecker		
Verified (Blue Check Mark)		

Armstrong Road Sidewalk and Drainage Improvements

ID	Name	Duration	Start	Finish	Gantt Chart																																																																																																																																																																																																																																																																																																																		
					Feb 22/19	Feb 23/19	Feb 24/19	Feb 25/19	Feb 26/19	Feb 27/19	Feb 28/19	Feb 29/19	Feb 30/19	Mar 1/19	Mar 2/19	Mar 3/19	Mar 4/19	Mar 5/19	Mar 6/19	Mar 7/19	Mar 8/19	Mar 9/19	Mar 10/19	Mar 11/19	Mar 12/19	Mar 13/19	Mar 14/19	Mar 15/19	Mar 16/19	Mar 17/19	Mar 18/19	Mar 19/19	Mar 20/19	Mar 21/19	Mar 22/19	Mar 23/19	Mar 24/19	Mar 25/19	Mar 26/19	Mar 27/19	Mar 28/19	Mar 29/19	Mar 30/19	Mar 31/19	Apr 1/19	Apr 2/19	Apr 3/19	Apr 4/19	Apr 5/19	Apr 6/19	Apr 7/19	Apr 8/19	Apr 9/19	Apr 10/19	Apr 11/19	Apr 12/19	Apr 13/19	Apr 14/19	Apr 15/19	Apr 16/19	Apr 17/19	Apr 18/19	Apr 19/19	Apr 20/19	Apr 21/19	Apr 22/19	Apr 23/19	Apr 24/19	Apr 25/19	Apr 26/19	Apr 27/19	Apr 28/19	Apr 29/19	Apr 30/19	May 1/19	May 2/19	May 3/19	May 4/19	May 5/19	May 6/19	May 7/19	May 8/19	May 9/19	May 10/19	May 11/19	May 12/19	May 13/19	May 14/19	May 15/19	May 16/19	May 17/19	May 18/19	May 19/19	May 20/19	May 21/19	May 22/19	May 23/19	May 24/19	May 25/19	May 26/19	May 27/19	May 28/19	May 29/19	May 30/19	May 31/19	Jun 1/19	Jun 2/19	Jun 3/19	Jun 4/19	Jun 5/19	Jun 6/19	Jun 7/19	Jun 8/19	Jun 9/19	Jun 10/19	Jun 11/19	Jun 12/19	Jun 13/19	Jun 14/19	Jun 15/19	Jun 16/19	Jun 17/19	Jun 18/19	Jun 19/19	Jun 20/19	Jun 21/19	Jun 22/19	Jun 23/19	Jun 24/19	Jun 25/19	Jun 26/19	Jun 27/19	Jun 28/19	Jun 29/19	Jun 30/19	Jul 1/19	Jul 2/19	Jul 3/19	Jul 4/19	Jul 5/19	Jul 6/19	Jul 7/19	Jul 8/19	Jul 9/19	Jul 10/19	Jul 11/19	Jul 12/19	Jul 13/19	Jul 14/19	Jul 15/19	Jul 16/19	Jul 17/19	Jul 18/19	Jul 19/19	Jul 20/19	Jul 21/19	Jul 22/19	Jul 23/19	Jul 24/19	Jul 25/19	Jul 26/19	Jul 27/19	Jul 28/19	Jul 29/19	Jul 30/19	Aug 1/19	Aug 2/19	Aug 3/19	Aug 4/19	Aug 5/19	Aug 6/19	Aug 7/19	Aug 8/19	Aug 9/19	Aug 10/19	Aug 11/19	Aug 12/19	Aug 13/19	Aug 14/19	Aug 15/19	Aug 16/19	Aug 17/19	Aug 18/19	Aug 19/19	Aug 20/19	Aug 21/19	Aug 22/19	Aug 23/19	Aug 24/19	Aug 25/19	Aug 26/19	Aug 27/19	Aug 28/19	Aug 29/19	Aug 30/19	Sep 1/19	Sep 2/19	Sep 3/19	Sep 4/19	Sep 5/19	Sep 6/19	Sep 7/19	Sep 8/19	Sep 9/19	Sep 10/19	Sep 11/19	Sep 12/19	Sep 13/19	Sep 14/19	Sep 15/19	Sep 16/19	Sep 17/19	Sep 18/19	Sep 19/19	Sep 20/19	Sep 21/19	Sep 22/19	Sep 23/19	Sep 24/19	Sep 25/19	Sep 26/19	Sep 27/19	Sep 28/19	Sep 29/19	Sep 30/19	Oct 1/19	Oct 2/19	Oct 3/19	Oct 4/19	Oct 5/19	Oct 6/19	Oct 7/19	Oct 8/19	Oct 9/19	Oct 10/19	Oct 11/19	Oct 12/19	Oct 13/19	Oct 14/19	Oct 15/19	Oct 16/19	Oct 17/19	Oct 18/19	Oct 19/19	Oct 20/19	Oct 21/19	Oct 22/19	Oct 23/19	Oct 24/19	Oct 25/19	Oct 26/19	Oct 27/19	Oct 28/19	Oct 29/19	Oct 30/19	Nov 1/19	Nov 2/19	Nov 3/19	Nov 4/19	Nov 5/19	Nov 6/19	Nov 7/19	Nov 8/19	Nov 9/19	Nov 10/19	Nov 11/19	Nov 12/19	Nov 13/19	Nov 14/19	Nov 15/19	Nov 16/19	Nov 17/19	Nov 18/19	Nov 19/19	Nov 20/19	Nov 21/19	Nov 22/19	Nov 23/19	Nov 24/19	Nov 25/19	Nov 26/19	Nov 27/19	Nov 28/19	Nov 29/19	Nov 30/19	Dec 1/19	Dec 2/19	Dec 3/19	Dec 4/19	Dec 5/19	Dec 6/19	Dec 7/19	Dec 8/19	Dec 9/19	Dec 10/19	Dec 11/19	Dec 12/19	Dec 13/19	Dec 14/19	Dec 15/19	Dec 16/19	Dec 17/19	Dec 18/19	Dec 19/19	Dec 20/19	Dec 21/19	Dec 22/19	Dec 23/19	Dec 24/19	Dec 25/19	Dec 26/19
1	Project Procurement	17 days	Wed 1/30/19	Thu 2/21/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
2	Notice of Contract Award	1 day	Wed 1/30/19	Wed 1/30/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
3	Contract Negotiations	15 days	Thu 1/31/19	Wed 2/20/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
4	Kickoff Meeting	1 day	Thu 2/21/19	Thu 2/21/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
5	Data Collection	94 days	Fri 2/22/19	Wed 7/3/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
6	Preliminary Data Collection	10 days	Fri 2/22/19	Thu 3/7/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
7	Site Visit	2 days	Fri 2/22/19	Mon 2/25/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
8	Collect Existing Area Info (Lidar, etc)	10 days	Fri 2/22/19	Thu 3/7/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
9	Verify Data in Field	5 days	Fri 2/22/19	Thu 2/28/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
10	Additional Data Collection	89 days	Fri 3/1/19	Wed 7/3/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
11	Geotech	30 days	Tue 3/26/19	Mon 5/6/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
12	Survey (Update)	35 days	Fri 3/1/19	Thu 4/18/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
13	Subsurface Utility Investigation	22 days	Tue 6/4/19	Wed 7/3/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
14	Wetland Delineation	22 days	Tue 4/9/19	Wed 5/8/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
15	Plans Development	156 days	Fri 3/8/19	Fri 10/11/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
16	Preliminary Plans (60%)	72 days	Fri 3/8/19	Mon 6/17/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
17	Sidewalk Design (3D)	22 days	Fri 3/8/19	Mon 4/8/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
18	Drainage Modelling	15 days	Fri 3/8/19	Thu 3/28/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
19	Drainage Design	15 days	Fri 3/29/19	Thu 4/18/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
20	Plans Preparation	15 days	Fri 4/12/19	Thu 5/2/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
21	Plans QA/QC	3 days	Fri 5/3/19	Tue 5/7/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
22	Complete Plans	3 days	Wed 5/8/19	Fri 5/10/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
23	SIC Plans Submittal	1 day	Mon 5/13/19	Mon 5/13/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
24	SIC Plans Review	15 days	Tue 5/14/19	Mon 6/3/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
25	Utility Coordination	10 days	Tue 6/4/19	Mon 6/17/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
26	Permitting	46 days	Tue 6/4/19	Tue 8/6/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
27	Design Updates per SIC Review	10 days	Tue 6/4/19	Mon 6/17/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
28	Additional Design	5 days	Tue 6/18/19	Mon 6/24/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
29	Pre-Application Meeting	1 day	Tue 6/18/19	Tue 6/18/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
30	Prepare Permit Application	10 days	Wed 6/19/19	Tue 7/2/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
31	Permit Submittal	1 day	Wed 7/3/19	Wed 7/3/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
32	SIRWMD Staff Review	23 days	Thu 7/4/19	Mon 8/5/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
33	Permit Approved	1 day	Tue 8/6/19	Tue 8/6/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
34	Final Plans	72 days	Thu 7/4/19	Fri 10/11/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
35	Design Updates	20 days	Thu 7/4/19	Wed 7/31/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
36	Plans Preparation	15 days	Thu 7/25/19	Wed 8/14/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
37	Specifications Prepared	5 days	Thu 8/15/19	Wed 8/21/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
38	Plans QA/QC	3 days	Thu 8/22/19	Mon 8/26/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
39	Complete Plans	3 days	Tue 8/27/19	Thu 8/29/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
40	SIC Plans Submittal	1 day	Fri 8/30/19	Fri 8/30/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
41	SIC Plans Review	15 days	Mon 9/2/19	Fri 9/20/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
42	Final Plans Adjustments	5 days	Mon 9/23/19	Fri 9/27/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
43	Utility Coordination	10 days	Mon 9/30/19	Fri 10/11/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
44	Right-of-Way Acquisition	111 days	Tue 6/4/19	Tue 11/5/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
45	Drainage Easement Mapping	67 days	Tue 6/4/19	Wed 9/4/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
46	Acquisitions (Assume Few Parcels)	67 days	Mon 8/5/19	Tue 11/5/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
47	Public Involvement	1 day	Fri 10/25/19	Fri 10/25/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
48	Public Meeting (Notify Public)	1 day	Fri 10/25/19	Fri 10/25/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
49	Bidding and Selection	58 days	Mon 9/30/19	Wed 12/18/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
50	Final Plans Approved	1 day	Mon 9/30/19	Mon 9/30/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
51	Specifications Approved	1 day	Mon 9/30/19	Mon 9/30/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
52	Advertise Project For Bidding	21 days	Wed 11/6/19	Wed 12/4/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		
53	Bld Project	10 days	Thu 12/5/19	Wed 12/18/19	[Gantt bar]																																																																																																																																																																																																																																																																																																																		

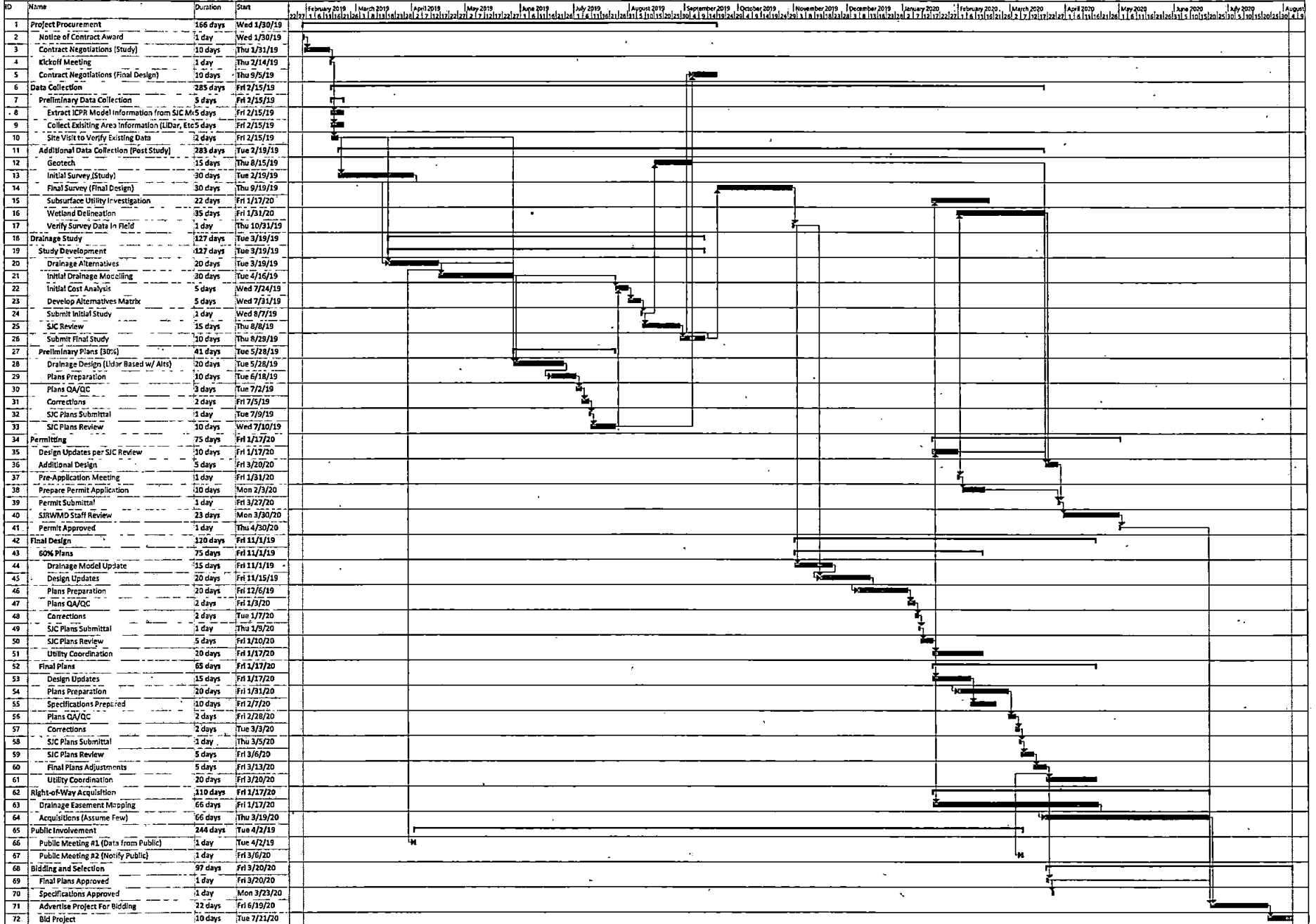
Orange Street Drainage Improvements

ID	Name	Duration	Start	Finish	Gantt Chart											
					February 2019	March 2019	April 2019	May 2019	June 2019	July 2019	August 2019	September 2019	October 2019	November 2019	December 2019	January 2020
1	Project Procurement	27 days	Wed 1/30/19	Thu 3/7/19	[Gantt bar from 1/30/19 to 3/7/19]											
2	Notice of Contract Award	1 day	Wed 1/30/19	Wed 1/30/19	[Gantt bar at 1/30/19]											
3	Contract Negotiations	25 days	Thu 1/31/19	Wed 3/6/19	[Gantt bar from 1/31/19 to 3/6/19]											
4	Kickoff Meeting	1 day	Thu 3/7/19	Thu 3/7/19	[Gantt bar at 3/7/19]											
5	Data Collection	104 days	Fri 3/8/19	Wed 7/31/19	[Gantt bar from 3/8/19 to 7/31/19]											
6	Preliminary Data Collection	10 days	Fri 3/8/19	Thu 3/21/19	[Gantt bar from 3/8/19 to 3/21/19]											
7	Site Visit	2 days	Fri 3/8/19	Mon 3/11/19	[Gantt bar from 3/8/19 to 3/11/19]											
8	Collect Existing Area Info (Lidar, etc.)	10 days	Fri 3/8/19	Thu 3/21/19	[Gantt bar from 3/8/19 to 3/21/19]											
9	Verify Data in Field	5 days	Fri 3/8/19	Thu 3/14/19	[Gantt bar from 3/8/19 to 3/14/19]											
10	Additional Data Collection	99 days	Fri 3/15/19	Wed 7/31/19	[Gantt bar from 3/15/19 to 7/31/19]											
11	Geotech	30 days	Fri 4/19/19	Thu 5/30/19	[Gantt bar from 4/19/19 to 5/30/19]											
12	Survey (Update)	40 days	Fri 3/15/19	Thu 5/9/19	[Gantt bar from 3/15/19 to 5/9/19]											
13	Subsurface Utility Investigation	22 days	Tue 7/2/19	Wed 7/31/19	[Gantt bar from 7/2/19 to 7/31/19]											
14	Wetland Delineation	22 days	Fri 5/3/19	Mon 6/3/19	[Gantt bar from 5/3/19 to 6/3/19]											
15	Plans Development	176 days	Fri 3/22/19	Fri 11/22/19	[Gantt bar from 3/22/19 to 11/22/19]											
16	Preliminary Plans (60%)	82 days	Fri 3/22/19	Mon 7/15/19	[Gantt bar from 3/22/19 to 7/15/19]											
17	Roadway Design	30 days	Fri 3/22/19	Thu 5/2/19	[Gantt bar from 3/22/19 to 5/2/19]											
18	Drainage Modelling	25 days	Fri 3/22/19	Thu 4/25/19	[Gantt bar from 3/22/19 to 4/25/19]											
19	Drainage Design	20 days	Fri 4/26/19	Thu 5/23/19	[Gantt bar from 4/26/19 to 5/23/19]											
20	Plans Preparation	20 days	Fri 5/3/19	Thu 5/30/19	[Gantt bar from 5/3/19 to 5/30/19]											
21	Plans QA/QC	3 days	Fri 5/31/19	Tue 6/4/19	[Gantt bar from 5/31/19 to 6/4/19]											
22	Complete Plans	3 days	Wed 6/5/19	Fri 6/7/19	[Gantt bar from 6/5/19 to 6/7/19]											
23	SIC Plans Submittal	1 day	Mon 6/10/19	Mon 6/10/19	[Gantt bar at 6/10/19]											
24	SIC Plans Review	15 days	Tue 6/11/19	Mon 7/1/19	[Gantt bar from 6/11/19 to 7/1/19]											
25	Utility Coordination	10 days	Tue 7/2/19	Mon 7/15/19	[Gantt bar from 7/2/19 to 7/15/19]											
26	Permitting	46 days	Tue 7/2/19	Tue 9/3/19	[Gantt bar from 7/2/19 to 9/3/19]											
27	Design Updates per SIC Review	10 days	Tue 7/2/19	Mon 7/15/19	[Gantt bar from 7/2/19 to 7/15/19]											
28	Additional Design	5 days	Tue 7/16/19	Mon 7/22/19	[Gantt bar from 7/16/19 to 7/22/19]											
29	Pre-Application Meeting	1 day	Tue 7/16/19	Tue 7/16/19	[Gantt bar at 7/16/19]											
30	Prepare Permit Application	10 days	Wed 7/17/19	Tue 7/30/19	[Gantt bar from 7/17/19 to 7/30/19]											
31	Permit Submittal	1 day	Wed 7/31/19	Wed 7/31/19	[Gantt bar at 7/31/19]											
32	SJRWMD Staff Review	23 days	Thu 8/1/19	Mon 9/2/19	[Gantt bar from 8/1/19 to 9/2/19]											
33	Permit Approved	1 day	Tue 9/3/19	Tue 9/3/19	[Gantt bar at 9/3/19]											
34	Final Plans	82 days	Thu 8/1/19	Fri 11/22/19	[Gantt bar from 8/1/19 to 11/22/19]											
35	Design Updates	20 days	Thu 8/1/19	Wed 8/28/19	[Gantt bar from 8/1/19 to 8/28/19]											
36	Plans Preparation	20 days	Thu 8/22/19	Wed 9/18/19	[Gantt bar from 8/22/19 to 9/18/19]											
37	Specifications Prepared	10 days	Thu 9/19/19	Wed 10/2/19	[Gantt bar from 9/19/19 to 10/2/19]											
38	Plans QA/QC	3 days	Thu 10/3/19	Mon 10/7/19	[Gantt bar from 10/3/19 to 10/7/19]											
39	Complete Plans	3 days	Tue 10/8/19	Thu 10/10/19	[Gantt bar from 10/8/19 to 10/10/19]											
40	SIC Plans Submittal	1 day	Fri 10/11/19	Fri 10/11/19	[Gantt bar at 10/11/19]											
41	SIC Plans Review	15 days	Mon 10/14/19	Fri 11/1/19	[Gantt bar from 10/14/19 to 11/1/19]											
42	Final Plans Adjustments -	5 days	Mon 11/4/19	Fri 11/8/19	[Gantt bar from 11/4/19 to 11/8/19]											
43	Utility Coordination	10 days	Mon 11/11/19	Fri 11/22/19	[Gantt bar from 11/11/19 to 11/22/19]											
44	Right-of-Way Acquisition	111 days	Tue 7/2/19	Tue 12/3/19	[Gantt bar from 7/2/19 to 12/3/19]											
45	Drainage Easement Mapping	67 days	Tue 7/2/19	Wed 10/2/19	[Gantt bar from 7/2/19 to 10/2/19]											
46	Acquisitions (Assume Few Parcels)	67 days	Mon 9/2/19	Tue 12/3/19	[Gantt bar from 9/2/19 to 12/3/19]											
47	Public Involvement	172 days	Thu 4/11/19	Fri 12/6/19	[Gantt bar from 4/11/19 to 12/6/19]											
48	Public Meeting #1 (Data from Public)	1 day	Thu 4/11/19	Thu 4/11/19	[Gantt bar at 4/11/19]											
49	Public Meeting #2 (Notify Public)	1 day	Fri 12/6/19	Fri 12/6/19	[Gantt bar at 12/6/19]											
50	Bidding and Selection	48 days	Mon 11/11/19	Wed 1/15/20	[Gantt bar from 11/11/19 to 1/15/20]											
51	Final Plans Approved	1 day	Mon 11/11/19	Mon 11/11/19	[Gantt bar at 11/11/19]											
52	Specifications Approved	1 day	Mon 11/11/19	Mon 11/11/19	[Gantt bar at 11/11/19]											
53	Advertise Project For Bidding	21 days	Wed 12/4/19	Wed 1/1/20	[Gantt bar from 12/4/19 to 1/1/20]											
54	Bid Project	10 days	Thu 1/2/20	Wed 1/15/20	[Gantt bar from 1/2/20 to 1/15/20]											

Oyster Creek Drainage Improvements

ID	Name	Duration	Start	Oyster Creek Drainage Improvements												
				February 2019	March 2019	April 2019	May 2019	June 2019	July 2019	August 2019	September 2019	October 2019	November 2019	December 2019	January 2020	February 2020
1	Project Procurement	173 days	Wed 1/30/19	[Gantt bar spanning from 1/30/19 to 5/12/20]												
2	Notice of Contract Award	1 day	Wed 1/30/19	[Gantt bar at 1/30/19]												
3	Contract Negotiations (Study)	30 days	Thu 1/31/19	[Gantt bar from 1/31/19 to 2/30/19]												
4	Kickoff Meeting	1 day	Thu 3/14/19	[Gantt bar at 3/14/19]												
5	Contract Negotiations (Final Design)	10 days	Mon 9/16/19	[Gantt bar from 9/16/19 to 9/26/19]												
6	Data Collection	259 days	Fri 3/15/19	[Gantt bar from 3/15/19 to 1/15/20]												
7	Preliminary Data Collection	5 days	Fri 3/15/19	[Gantt bar from 3/15/19 to 3/20/19]												
8	Extract ICPR Model Information from SIC M5	5 days	Fri 3/15/19	[Gantt bar from 3/15/19 to 3/20/19]												
9	Collect Existing Area Information (UDar, Etc)	5 days	Fri 3/15/19	[Gantt bar from 3/15/19 to 3/20/19]												
10	Site Visit to Verify Existing Data	2 days	Fri 3/15/19	[Gantt bar from 3/15/19 to 3/17/19]												
11	Additional Data Collection (Post Study)	257 days	Tue 3/19/19	[Gantt bar from 3/19/19 to 1/15/20]												
12	Geotech	15 days	Mon 8/26/19	[Gantt bar from 8/26/19 to 9/10/19]												
13	Initial Survey (Study)	21 days	Tue 3/19/19	[Gantt bar from 3/19/19 to 4/9/19]												
14	Final Survey (Final Design)	20 days	Mon 9/30/19	[Gantt bar from 9/30/19 to 10/20/19]												
15	Subsurface Utility Investigation	22 days	Thu 1/9/20	[Gantt bar from 1/9/20 to 1/31/20]												
16	Wetland Delineation	35 days	Thu 1/23/20	[Gantt bar from 1/23/20 to 2/28/20]												
17	Verify Survey Data In Field	1 day	Mon 10/28/19	[Gantt bar at 10/28/19]												
18	Drainage Study	313 days	Wed 4/3/19	[Gantt bar from 4/3/19 to 1/15/20]												
19	Study Development	113 days	Wed 4/3/19	[Gantt bar from 4/3/19 to 7/15/19]												
20	Drainage Alternatives	25 days	Wed 4/3/19	[Gantt bar from 4/3/19 to 4/28/19]												
21	Initial Drainage Modeling	15 days	Wed 5/8/19	[Gantt bar from 5/8/19 to 5/23/19]												
22	Initial Cost Analysis	5 days	Fri 8/2/19	[Gantt bar from 8/2/19 to 8/7/19]												
23	Develop Alternatives Matrix	5 days	Fri 8/9/19	[Gantt bar from 8/9/19 to 8/14/19]												
24	Submit Initial Study	1 day	Fri 8/16/19	[Gantt bar at 8/16/19]												
25	SIC Review	15 days	Mon 8/19/19	[Gantt bar from 8/19/19 to 9/3/19]												
26	Submit Final Study	10 days	Mon 9/9/19	[Gantt bar from 9/9/19 to 9/19/19]												
27	Preliminary Plans (30%)	47 days	Wed 5/29/19	[Gantt bar from 5/29/19 to 7/15/19]												
28	Drainage Design (Udar Based w/ Alts)	20 days	Wed 5/29/19	[Gantt bar from 5/29/19 to 6/18/19]												
29	Plans Preparation	15 days	Wed 6/19/19	[Gantt bar from 6/19/19 to 7/4/19]												
30	Plans QA/QC	3 days	Wed 7/10/19	[Gantt bar from 7/10/19 to 7/13/19]												
31	Corrections	3 days	Mon 7/15/19	[Gantt bar from 7/15/19 to 7/18/19]												
32	SIC Plans Submittal	1 day	Thu 7/18/19	[Gantt bar at 7/18/19]												
33	SIC Plans Review	10 days	Fri 7/19/19	[Gantt bar from 7/19/19 to 8/8/19]												
34	Permitting	46 days	Thu 1/9/20	[Gantt bar from 1/9/20 to 2/19/20]												
35	Design Updates per SIC Review	10 days	Thu 1/9/20	[Gantt bar from 1/9/20 to 1/19/20]												
36	Pre-Application Meeting	1 day	Thu 1/23/20	[Gantt bar at 1/23/20]												
37	Prepare Permit Application	10 days	Fri 1/24/20	[Gantt bar from 1/24/20 to 2/3/20]												
38	Permit Submittal	1 day	Fri 2/7/20	[Gantt bar at 2/7/20]												
39	S/RWMD Staff Review	23 days	Mon 2/10/20	[Gantt bar from 2/10/20 to 2/23/20]												
40	Permit Approved	1 day	Thu 3/12/20	[Gantt bar at 3/12/20]												
41	Final Design	114 days	Tue 10/29/19	[Gantt bar from 10/29/19 to 2/12/20]												
42	60% Plans	72 days	Tue 10/29/19	[Gantt bar from 10/29/19 to 1/30/20]												
43	Drainage Model Update	15 days	Tue 10/29/19	[Gantt bar from 10/29/19 to 11/13/19]												
44	Design Updates	15 days	Tue 11/12/19	[Gantt bar from 11/12/19 to 11/27/19]												
45	Plans Preparation	20 days	Tue 11/26/19	[Gantt bar from 11/26/19 to 12/16/19]												
46	Plans QA/QC	3 days	Tue 12/24/19	[Gantt bar from 12/24/19 to 12/27/19]												
47	Corrections	3 days	Fri 12/27/19	[Gantt bar from 12/27/19 to 12/30/19]												
48	SIC Plans Submittal	1 day	Wed 1/1/20	[Gantt bar at 1/1/20]												
49	SIC Plans Review	5 days	Thu 1/2/20	[Gantt bar from 1/2/20 to 1/7/20]												
50	Utility Coordination	20 days	Thu 1/9/20	[Gantt bar from 1/9/20 to 1/29/20]												
51	Final Plans	62 days	Thu 1/9/20	[Gantt bar from 1/9/20 to 2/10/20]												
52	Design Updates	15 days	Thu 1/9/20	[Gantt bar from 1/9/20 to 1/24/20]												
53	Plans Preparation	15 days	Thu 1/23/20	[Gantt bar from 1/23/20 to 2/7/20]												
54	Specifications Prepared	10 days	Thu 1/30/20	[Gantt bar from 1/30/20 to 2/9/20]												
55	Plans QA/QC	3 days	Thu 2/13/20	[Gantt bar from 2/13/20 to 2/16/20]												
56	Corrections	3 days	Tue 2/18/20	[Gantt bar from 2/18/20 to 2/21/20]												
57	SIC Plans Submittal	1 day	Fri 2/21/20	[Gantt bar at 2/21/20]												
58	SIC Plans Review	5 days	Mon 2/24/20	[Gantt bar from 2/24/20 to 2/29/20]												
59	Final Plans Adjustments	5 days	Mon 3/2/20	[Gantt bar from 3/2/20 to 3/7/20]												
60	Utility Coordination	20 days	Mon 3/9/20	[Gantt bar from 3/9/20 to 3/29/20]												
61	Right-of-Way Acquisition	88 days	Thu 1/9/20	[Gantt bar from 1/9/20 to 3/26/20]												
62	Drainage Easement Mapping	44 days	Thu 1/9/20	[Gantt bar from 1/9/20 to 2/19/20]												
63	Acquisitions (Assume Few)	66 days	Mon 2/10/20	[Gantt bar from 2/10/20 to 3/10/20]												
64	Public Involvement	219 days	Wed 4/24/19	[Gantt bar from 4/24/19 to 1/15/20]												
65	Public Meeting #1 (Data from Public)	1 day	Wed 4/24/19	[Gantt bar at 4/24/19]												
66	Public Meeting #2 (Notisy Public)	1 day	Mon 2/24/20	[Gantt bar at 2/24/20]												
67	Bidding and Selection	78 days	Mon 3/9/20	[Gantt bar from 3/9/20 to 4/16/20]												
68	Final Plans Approved	1 day	Mon 3/9/20	[Gantt bar at 3/9/20]												
69	Specifications Approved	1 day	Tue 3/10/20	[Gantt bar at 3/10/20]												
70	Advertise Project For Bidding	22 days	Tue 5/12/20	[Gantt bar from 5/12/20 to 5/24/20]												
71	Bid Project	10 days	Thu 6/11/20	[Gantt bar from 6/11/20 to 6/21/20]												

Ave. D, Big Oak Rd and Tart Road Drainage Improvements



St. Augustine Road Drainage Improvements

ID	Name	Duration	Start	St. Augustine Road Drainage Improvements											
				February 2019	March 2019	April 2019	May 2019	June 2019	July 2019	August 2019	September 2019	October 2019	November 2019	December 2019	January 2020
1	Project Procurement	137 days	Wed 1/30/19	[Gantt bar spanning from 1/30/19 to 5/1/20]											
2	Notice of Contract Award	1 day	Wed 1/30/19	[Gantt bar at 1/30/19]											
3	Contract Negotiations (Study)	20 days	Thu 1/31/19	[Gantt bar from 1/31/19 to 2/20/19]											
4	Kickoff Meeting	1 day	Thu 2/28/19	[Gantt bar at 2/28/19]											
5	Contract Negotiations (Final Design)	10 days	Fri 7/26/19	[Gantt bar from 7/26/19 to 8/5/19]											
6	Data Collection	221 days	Fri 3/1/19	[Gantt bar from 3/1/19 to 12/1/19]											
7	Preliminary Data Collection	5 days	Fri 3/1/19	[Gantt bar from 3/1/19 to 3/6/19]											
8	Extract ICPR Model Information from SIC M5	5 days	Fri 3/1/19	[Gantt bar from 3/1/19 to 3/6/19]											
9	Collect Existing Area Information (LIDAR, Etc)	5 days	Fri 3/1/19	[Gantt bar from 3/1/19 to 3/6/19]											
10	Site Visit to Verify Existing Data	2 days	Fri 3/1/19	[Gantt bar from 3/1/19 to 3/3/19]											
11	Additional Data Collection (Post Study)	219 days	Tue 3/5/19	[Gantt bar from 3/5/19 to 12/1/19]											
12	Geotech	15 days	Fri 7/5/19	[Gantt bar from 7/5/19 to 7/20/19]											
13	Initial Survey (Study)	21 days	Tue 3/5/19	[Gantt bar from 3/5/19 to 3/26/19]											
14	Final Survey (Final Design)	20 days	Fri 8/9/19	[Gantt bar from 8/9/19 to 8/29/19]											
15	Subsurface Utility Investigation	22 days	Mon 11/4/19	[Gantt bar from 11/4/19 to 11/26/19]											
16	Wetland Delineation	35 days	Mon 11/18/19	[Gantt bar from 11/18/19 to 12/23/19]											
17	Verify Survey Data in Field	1 day	Fri 9/6/19	[Gantt bar at 9/6/19]											
18	Drainage Study	97 days	Wed 3/20/19	[Gantt bar from 3/20/19 to 5/16/19]											
19	Study Development	97 days	Wed 3/20/19	[Gantt bar from 3/20/19 to 5/16/19]											
20	Drainage Alternatives	10 days	Wed 3/20/19	[Gantt bar from 3/20/19 to 3/30/19]											
21	Initial Drainage Modeling	15 days	Wed 4/3/19	[Gantt bar from 4/3/19 to 4/18/19]											
22	Initial Cost Analysis	5 days	Thu 6/13/19	[Gantt bar from 6/13/19 to 6/18/19]											
23	Develop Alternatives Matrix	5 days	Thu 6/20/19	[Gantt bar from 6/20/19 to 6/25/19]											
24	Submit Initial Study	1 day	Thu 6/27/19	[Gantt bar at 6/27/19]											
25	SIC Review	15 days	Fri 6/28/19	[Gantt bar from 6/28/19 to 7/13/19]											
26	Submit Final Study	10 days	Fri 7/19/19	[Gantt bar from 7/19/19 to 7/29/19]											
27	Preliminary Plans (30%)	36 days	Wed 4/24/19	[Gantt bar from 4/24/19 to 6/9/19]											
28	Drainage Design (Lidar Based w/ Alts)	15 days	Wed 4/24/19	[Gantt bar from 4/24/19 to 5/9/19]											
29	Plans Preparation	10 days	Wed 5/8/19	[Gantt bar from 5/8/19 to 5/18/19]											
30	Plans QA/QC	3 days	Wed 5/22/19	[Gantt bar from 5/22/19 to 5/25/19]											
31	Corrections	2 days	Mon 5/27/19	[Gantt bar from 5/27/19 to 5/29/19]											
32	SIC Plans Submittal	1 day	Wed 5/29/19	[Gantt bar at 5/29/19]											
33	SIC Plans Review	10 days	Thu 5/30/19	[Gantt bar from 5/30/19 to 6/9/19]											
34	Permitting	46 days	Mon 11/4/19	[Gantt bar from 11/4/19 to 12/20/19]											
35	Design Updates per SIC Review	10 days	Mon 11/4/19	[Gantt bar from 11/4/19 to 11/14/19]											
36	Pre-Application Meetings	1 day	Mon 11/18/19	[Gantt bar at 11/18/19]											
37	Prepare Permit Application	10 days	Tue 11/19/19	[Gantt bar from 11/19/19 to 12/9/19]											
38	Permit Submittal	1 day	Tue 12/3/19	[Gantt bar at 12/3/19]											
39	SIRWMD Staff Review	23 days	Wed 12/4/19	[Gantt bar from 12/4/19 to 1/6/20]											
40	Permit Approved	1 day	Mon 1/6/20	[Gantt bar at 1/6/20]											
41	Final Design	95 days	Mon 9/9/19	[Gantt bar from 9/9/19 to 11/3/19]											
42	60% Plans	60 days	Mon 9/9/19	[Gantt bar from 9/9/19 to 11/9/19]											
43	Drainage Model Update	10 days	Mon 9/9/19	[Gantt bar from 9/9/19 to 9/19/19]											
44	Design Updates	15 days	Mon 9/16/19	[Gantt bar from 9/16/19 to 10/1/19]											
45	Plans Preparation	15 days	Mon 9/30/19	[Gantt bar from 9/30/19 to 10/15/19]											
46	Plans QA/QC	2 days	Mon 10/21/19	[Gantt bar from 10/21/19 to 10/23/19]											
47	Corrections	2 days	Wed 10/23/19	[Gantt bar from 10/23/19 to 10/25/19]											
48	SIC Plans Submittal	1 day	Fri 10/25/19	[Gantt bar at 10/25/19]											
49	SIC Plans Review	5 days	Mon 10/28/19	[Gantt bar from 10/28/19 to 11/2/19]											
50	Utility Coordination	20 days	Mon 11/4/19	[Gantt bar from 11/4/19 to 11/24/19]											
51	Final Plans	55 days	Mon 11/4/19	[Gantt bar from 11/4/19 to 12/29/19]											
52	Design Updates	10 days	Mon 11/4/19	[Gantt bar from 11/4/19 to 11/14/19]											
53	Plans Preparation	15 days	Mon 11/11/19	[Gantt bar from 11/11/19 to 11/26/19]											
54	Specifications Prepared	10 days	Mon 11/18/19	[Gantt bar from 11/18/19 to 12/8/19]											
55	Plans QA/QC	2 days	Mon 12/2/19	[Gantt bar from 12/2/19 to 12/4/19]											
56	Corrections	2 days	Wed 12/4/19	[Gantt bar from 12/4/19 to 12/6/19]											
57	SIC Plans Submittal	1 day	Fri 12/6/19	[Gantt bar at 12/6/19]											
58	SIC Plans Review	5 days	Mon 12/9/19	[Gantt bar from 12/9/19 to 12/14/19]											
59	Final Plans Adjustments	5 days	Mon 12/16/19	[Gantt bar from 12/16/19 to 12/21/19]											
60	Utility Coordination	20 days	Mon 12/23/19	[Gantt bar from 12/23/19 to 1/12/20]											
61	Right-of-Way Acquisition	88 days	Mon 11/4/19	[Gantt bar from 11/4/19 to 1/21/20]											
62	Drainage Easement Mapping	44 days	Mon 11/4/19	[Gantt bar from 11/4/19 to 1/18/20]											
63	Acquisitions (Assume Few)	66 days	Wed 12/4/19	[Gantt bar from 12/4/19 to 1/9/20]											
64	Public Involvement	189 days	Wed 3/20/19	[Gantt bar from 3/20/19 to 11/18/20]											
65	Public Meeting #1 (Data from Public)	1 day	Wed 3/20/19	[Gantt bar at 3/20/19]											
66	Public Meeting #2 (Notify Public)	1 day	Mon 11/9/19	[Gantt bar at 11/9/19]											
67	Bidding and Selection	85 days	Mon 12/23/19	[Gantt bar from 12/23/19 to 3/17/20]											
68	Final Plans Approved	1 day	Mon 12/23/19	[Gantt bar at 12/23/19]											
69	Specifications Approved	1 day	Tue 12/24/19	[Gantt bar at 12/24/19]											
70	Advertise Project For Bidding	22 days	Thu 3/5/20	[Gantt bar from 3/5/20 to 3/27/20]											
71	Bid Project	10 days	Mon 4/6/20	[Gantt bar from 4/6/20 to 4/16/20]											




STJOHNS COOK



7. SOCIOECONOMIC BUSINESS ENTERPRISE

SOCIOECONOMIC BUSINESS ENTERPRISE

Osiris 9 is certified as a Disadvantaged Business Enterprise (DBE) in Florida, under the Unified Certification Program. Our current certification is below, and our subconsultant's applicable certifications are on the following pages.



JACKSONVILLE TRANSPORTATION AUTHORITY

Osiris 9 Consulting LLC
4870 Deer Lake Drive East
Suite 2103
Jacksonville, FL 32246

In Re: DBE Firm Certification

Dear Imran Ghani,

The Jacksonville Transportation Authority (JTA) is pleased to announce that your firm has been certified as a Disadvantaged Business Enterprise [DBE] in Florida, under a Unified Certification Program [UCP] in accordance with 49 CFR, PART 26.

DBE Certification is continuing from the date of this letter and will conclude on the anniversary date of your firm's certification. Continued certification and participation in the DBE program is contingent upon your firm renewing its eligibility annually through this office. You will be notified in advance of your obligation to continue eligibility in a timely fashion. Failure of your firm's recertification will result in immediate action to decertify the firm.

Your firm's listing in the Florida Department of Transportation's Florida Unified Certification Program is affirmation of your firm's continued certification. This listing can be accessed via the internet at:


<http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>

Please be advised that DBE Certification is subject to actions by governmental agencies that can impact the disadvantaged status of DBE firms. Be further advised that your DBE Certification with the Florida Department of Transportation dually certifies your firm with all Florida UCP Members. DBE Certification is NOT a guarantee of work, but enables the firm to compete for and perform contract work on all USDOT Federal Aid (FAA, FTA & FHWA) projects in Florida as a DBE contractor, sub-contractor, and consultant / sub-consultant or material supplier.

Original Certification Date
April 19, 2012

Certification Renewal Date
April 19, 2019

PO Drawer #0
100 N Myrtle Avenue Jacksonville, Florida 32203
Tel: 004.630.3161 • Fax: 004.630.3160
www.jtafa.com



JACKSONVILLE TRANSPORTATION AUTHORITY

If at any time there is a material change in your firm, including, but not limited to name change, principal ownership, officer, Directors, scope of work performed, daily operations, affiliations with other businesses, individuals or physical locations of the firm, you must immediately notify this office in writing. Notification of the aforementioned circumstances should include therewith all applicable supporting documentation. Upon this Authority's receipt of your amendment(s) you will receive necessary instructions.

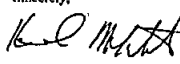
Accordingly, your firm may compete for and perform work on all USDOT Federal Aid projects throughout Florida that receive credit for works performed in the following areas:

NAICS

FDOT SPECIALTY CODE(S) & DESCRIPTIONS
541330-Engineering Services;
541340-Drafting Services;
541620-Environmental Consulting Services; and 541690-Other Scientific and Technical Consulting Services

Questions or concerns should be directed to this office by mail or telephone. Our telephone number is 904-598-8728 / Fax 904-630-3166.

Sincerely,




Ken Middleton
Senior Manager, Diversity & Equity Program

If you have any questions please email us at jtafa@dbesystem.com.

Jacksonville Transportation Authority
Diversity & Equity Program Office
<http://www.jtafa.com/>
(904) 630-3157

PO Drawer #0
100 N Myrtle Avenue Jacksonville, Florida 32203
Tel: 004.630.3161 • Fax: 004.630.3160
www.jtafa.com

Carter Environmental Services, Inc. — WBE Certification



WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL

JOIN FORCE. GROW TOGETHER.

hereby grants

National Women's Business Enterprise Certification


to

Carter Environmental Services, Inc.


who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

Certification Granted: July 31, 2013
Expiration Date: July 31, 2019
WBENC National Certification Number: 2005122848


WBENC National WBE Certification was processed and validated by Women's Business Development Center - Council of Florida, a WBENC Regional Partner Organization.




Authorized by Nancy Allen, President & CEO
Women's Business Development Center - Council of Florida



NAICS: 541620, 562910
UNSPSC: 77000000, 77101500



Geomatics Corporation — DBE Certification



JACKSONVILLE TRANSPORTATION AUTHORITY

Geomatics Corporation DBA Geomatics Corp
2804 N Fifth Street
Unit 101
St Augustine, FL 32084

In Re: DBE Firm Certification

Dear Mr. Pablo Ferrari,

The Jacksonville Transportation Authority (JTA) is pleased to announce that your firm has been certified as a Disadvantaged Business Enterprise [DBE] in Florida, under a Unified Certification Program [UCP] in accordance with 49 CFR, PART 26.

DBE Certification is continuing from the date of this letter and will conclude on the anniversary date of your firm's certification. Continued certification and participation in the DBE program is contingent upon your firm renewing its eligibility annually through this office. You will be notified in advance of your obligation to continue eligibility in a timely fashion. Failure of your firm's recertification will result in immediate action to decertify the firm.


Your firms listing in the Florida Department of Transportation's Florida Unified Certification Program is affirmation of your firm's continued certification. This listing can be accessed via the Internet at:

<http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>

Please be advised that DBE Certification is subject to actions by governmental agencies that can impact the disadvantaged status of DBE firms. Be further advised that your DBE Certification with the Florida Department of Transportation dually certifies your firm with all Florida UCP Members. DBE Certification is NOT a guarantee of work, but enables the firm to compete for and perform contract work on all USDOT Federal Aid (FAA, FTA & FHWA) projects in Florida as a DBE contractor, sub-contractor, and consultant / sub-consultant or material supplier.

Certification Date
October 29, 2010

Certification Renewal Date
October 29, 2019



JACKSONVILLE TRANSPORTATION AUTHORITY

If at any time there is a material change in your firm, including, but not limited to name change, principal ownership, officer, Directors, scope of work performed, daily operations, affiliations with other businesses, individuals or physical locations of the firm, you must immediately notify this office in writing. Notification of the aforementioned circumstances should include therewith all applicable supporting documentation. Upon this Authority's receipt of your amendment(s) you will receive necessary instructions.


Accordingly, your firm may compete for and perform work on all USDOT Federal Aid projects throughout Florida that receive credit for works performed in the following areas:

NAICS

FDOT SPECIALTY CODE(S) & DESCRIPTIONS
54137-Surveying and Mapping (except Geophysical) Services

Questions or concerns should be directed to this office by mail or telephone. Our telephone number is 904-598-8728 / Fax 904-630-3166.

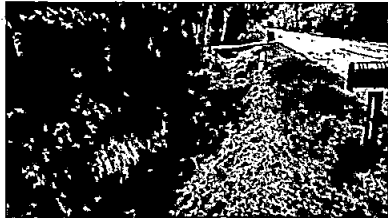
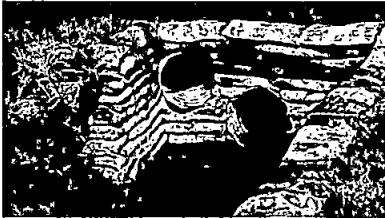
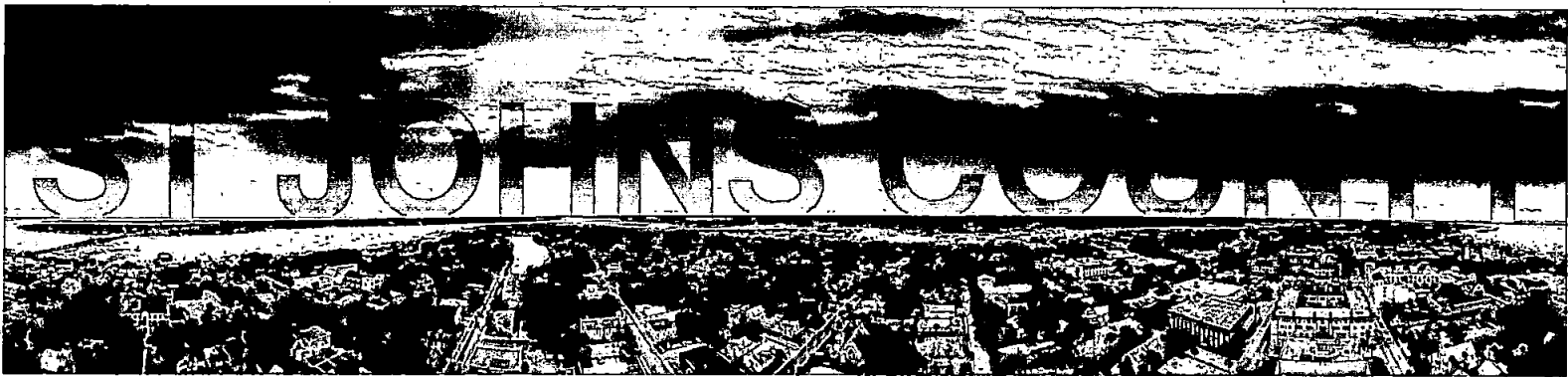
Sincerely,



Ken Middleton
Senior Manager, Diversity & Equity Program

If you have any questions please email us at jtafla@dbesystem.com.

Jacksonville Transportation Authority
Diversity & Equity Program Office
<http://www.jtafla.com/>
(904) 630-3157



8. ADMINISTRATIVE INFORMATION

ATTACHMENT D

**RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES
FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS**

**St. Johns County Board of County Commissioners
Drug-Free Workplace Form**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

Osiris 9 Consulting, LLC does:
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's Request for Qualification to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.



Signature

November 27, 2018
Date

ATTACHMENT E

RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES
FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

AFFIDAVIT

TO: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
ST. AUGUSTINE, FLORIDA

At the time the Qualifications are submitted, the Respondent shall attach to his RFQ a sworn statement. The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the Request for Qualification and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF Florida COUNTY OF St. Johns. Before me,
the undersigned authority, personally appeared Imran Ghani who, being duly sworn,
deposes and says he is President of Osiris 9 Consulting, LLC
the respondent submitting the attached Request for Qualification for the services covered by the RFQ documents for
RFQ No: 19-14; Professional Engineering Services for Five (5) CDBG-DR Transportation & Drainage Projects.

The affiant further states that no more than one Request for Qualification for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's RFQ on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

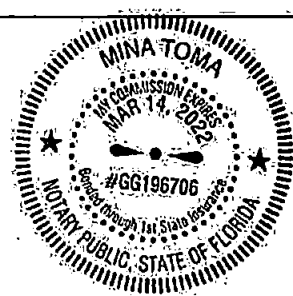
OSIRIS 9 CONSULTING, LLC
(Proposer)
By *Im Ghani*
PRESIDENT
(Title)

STATE OF Florida
COUNTY OF St. Johns

Subscribed and sworn to before me this 27th day of November, 2018 by IMRAN GHANI
by who personally appeared before me at the time of notarization, and who is personally known to me or who has
produced _____ as identification.

Mina Toma
Notary Public

My commission expires:
March 14, 2022



VENDORS ON ALL COUNTY PROJECTS MUST EXECUTE
AND ATTACH THIS AFFIDAVIT TO EACH REQUEST FOR QUALIFICATION.

ATTACHMENT F

RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES
FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF Osiris 9 Consulting, LLC
being of lawful age and being duly sworn I, Imran Ghani as President
hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, un-matured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this 27th day of November, 2018.

Im Ghani
Signature of Affiant

STATE OF Florida
COUNTY OF St. Johns

Subscribed and sworn to before me this 27th day of November, 2018 by IMRAN GHANI
by who personally appeared before me at the time of notarization, and who is personally known to me or who has
produced _____ as identification.

Mina Toma
Notary Public

My commission expires:

March 14, 2022



ATTACHMENT G

RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES
FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

St. Johns County Board of County Commissioners
Conflict of Interest Disclosure Form

Project (RFQ) Number/Description: 19-14; Professional Engineering Services for Five (5) CDBG-DR Transportation & Drainage Projects

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultants/contractors professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent:

Imran Ghani

Authorized Representative(s):


Signature

IMRAN GHANI | PRESIDENT

Print Name / Title

Signature

Print Name / Title

ATTACHMENT H

RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES
FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

CLAIMS/LIENS/LITIGATION HISTORY

1. Within the past 7 years, has your organization filed suit or a formal claim against an owner or entity, or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a contract dispute?
Yes No If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: N/A Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: N/A

Name(s) of the project owner(s)/manager(s) to include address and phone number:

N/A

2. List all pending litigation and or arbitration. N/A
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc. N/A
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

5. Have you ever abandoned a contract, been terminated for cause?
Yes No if yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final?
Yes No if yes, please explain in detail:

N/A

7. List the status of all pending claims currently filed against your company:

N/A

Financial Consequences

1. Has an owner or entity ever withheld payment, assessed fees or penalties, or made a claim against any Performance and Payment Bonds? Yes No if yes, please explain in detail:

N/A

(Use additional or supplemental pages as needed)

ATTACHMENT J

RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

EQUAL OPPORTUNITY REPORT STATEMENT

The Respondent (Proposer) shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The awarded Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.


During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

ATTACHMENT J

7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s):

NAME (print): Imran Ghani, PE
SIGNATURE: 
TITLE: President
NAME OF FIRM: Osiris 9 Consulting, LLC
DATE: November 27, 2018

ATTACHMENT K

RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES
FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

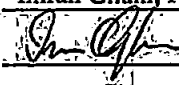
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
2. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; 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 for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
4. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Respondent certifies that it shall perform a debarment verification on any subcontractor, sub-consultant, material supplier or vendor, that it proposes to contract with to perform any work under this RFQ, and shall not enter into any transaction with any sub-Contractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by St. Johns County.

Handwritten Signature of Authorized Principal(s):

NAME (print): Imran Ghani, PE
SIGNATURE: 
TITLE: President
NAME OF FIRM: Osiris 9 Consulting, LLC
DATE: November 27, 2018

ATTACHMENT L

RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES
FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

BYRD ANTI-LOBBYING COMPLIANCE AND
CERTIFICATION REGARDING LOBBYING


Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000). The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 9-26-16 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Osiris 9 Consulting, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Handwritten Signature of Authorized Principal(s):

NAME (print): Imran Ghani, PE
SIGNATURE: 
TITLE: President
NAME OF FIRM: Osiris 9 Consulting, LLC
DATE: November 27, 2018

ATTACHMENT M

RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES
FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

St. Johns County
Certification of Non-segregated Facilities

The federally assisted construction Contractor certifies that he does not maintain or provide for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Contractor certifies that he will not maintain or provide for his employees segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction Contractor agrees that (except where he has obtained identical certifications from proposed sub-Contractors for specific time periods) he will obtain identical certifications from proposed sub-Contractors prior to the award of subcontracts exceeding ten thousand (\$10,000.00) dollars US which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.



Signature of Contractor

President

Title

November 27, 2018

Date

ATTACHMENT N

RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES
FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

NON-COLLUSION CERTIFICATION

St. Johns County requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Request for Qualification issued by St. Johns County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Qualifications submitted in response to the Request for Qualification or in return for execution of a contract for performance or provision of services for which Qualification are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): Imran Ghani, PE

SIGNATURE: 

TITLE: President

DATE: November 27, 2018

NAME OF FIRM/PARTNERSHIP/CORPORATION:

Osiris 9 Consulting, LLC

VENDORS ON ALL COUNTY PROJECTS MUST EXECUTE
AND ATTACH THIS AFFIDAVIT TO EACH REQUEST FOR QUALIFICATION.



St. Johns County Board of County Commissioners

Purchasing Division

November 16, 2018

ADDENDUM #1

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: RFQ 19-14, Professional Engineering Services for Five (5) CDBG-DR Transportation and Drainage Projects

This Addendum #1 is issued to further respondents' information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda.

Respondents must return this signed Addendum with their submitted proposal to the St. Johns County Purchasing Department, April Bacon, Disaster Recovery Procurement Coordinator; 500 San Sebastian View; St. Augustine, FL 32084 by the submittal deadline.

Questions/Answers:

1. Question: We request that you provide the following plans referred to in the RFQ documents:

Existing England, Thims & Miller, Inc. Armstrong Road Sidewalk Improvements plan set dated November 2007

Existing Matthews Design Group, Inc. Orange Street Improvements plan set dated September 2016

City of St. Augustine HMGP Oyster Creek Improvement Project

Answer:

Please see England, Thims & Miller, Inc. Armstrong Road Sidewalk Improvements plan set dated November 2007 which shall be uploaded to DemandStar as a separate attachment to this addendum.

Please see Matthews Design Group, Inc. Orange Street Improvements plan set dated September 2016 which shall be uploaded to DemandStar as a separate attachment to this addendum..

City of St. Augustine HMGP Oyster Creek Improvement Project - Is unrelated to our Oyster Creek project, however, if you are interested in seeing those plans you will need to contact the City of St. Augustine.

2. Question: We are formally requesting that the minimum limits for "Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability" is reduced to \$1,000,000. The consulting engineers will have limited driving time allocated as part of the scope of services and we believe the \$1,000,000 limit more appropriately reflects the size of the projects and the expected liability.

Answer: The County will not change the required insurance limits.

3. Question: What is the DBE percentage of this contract?

Answer: There is no percentage requirement for DBE/MBE/WBE businesses. However, the goal is to encourage MWBE participation. Per the RFQ document points will be awarded during evaluation for a Socioeconomic Business Enterprise.

4. Question: What is the MBE percentage of this contract?

Answer: See Question #3

5. Question: What is the WBE percentage of this contract?

Answer: See Question #3

6. Question: Will the current plan holder's list be made available?

Answer: Please see the plan holder's list as of 11/16/2018, which shall be uploaded to DemandStar as a separate attachment to this addendum.

7. Question: Will the attendees at the non-mandatory pre-bid meeting be made available?

Answer: Please see the Pre-RFQ conference meeting sign-in sheet which is posted on DemandStar and shall be uploaded as a separate attachment to this addendum.

8. Question: Is there a preference for local vendors?

Answer: St. Johns County does not have a local vendor preference policy.

9. Question: What is your definition of a local vendor?

Answer: Local vendors are those businesses which are located within St. Johns County.

10. Question: Will SJC staff provide updated surveys or will respondent team need to provide survey as part of design team?

Answer: No, County staff will not provide surveys, the Respondent shall provide survey services as part of their design team.

Separate Attachments:

England, Thims & Miller, Inc.; Armstrong Road Sidewalk Improvements plan set dated November 2007


Matthews Design Group, Inc.; Orange Street Improvements plan set dated September 2016

Planholders List as of 11/16/2018

Pre-RFQ Conference sign-in sheet

RFQ Due Date Remains: Thursday November 29, 2018

Acknowledgment

 11/27/2018

Signature and Date

IMRAN GHANI, PRESIDENT

Printed Name/Title

OSIRIS 9 CONSULTING, LLC

Company Name (Print)

Sincerely,



April Bacon

Disaster Recovery Procurement Coordinator

END OF ADDENDUM NO. 1



St. Johns County Board of County Commissioners

Purchasing Division

November 16, 2018

ADDENDUM #1

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: RFQ 19-14, Professional Engineering Services for Five (5) CDBG-DR Transportation and Drainage Projects

This Addendum #1 is issued to further respondents' information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda.

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Planholders List as of 11/16/2018

Pre-RFQ Conference sign-in sheet

RFQ Due Date Remains: Thursday November 29, 2018

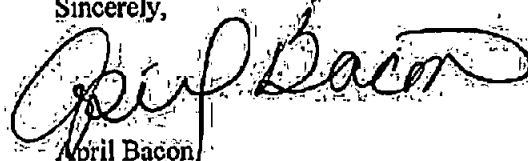
Acknowledgment

Signature and Date

Printed Name/Title

Company Name (Print)

Sincerely,



April Bacon

Disaster Recovery Procurement Coordinator

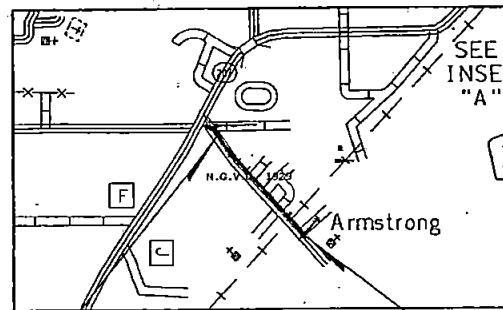
END OF ADDENDUM NO. 1

ARMSTRONG ROAD SIDEWALK IMPROVEMENTS

ST. JOHNS COUNTY, FLORIDA

INDEX OF ROADWAY PLANS

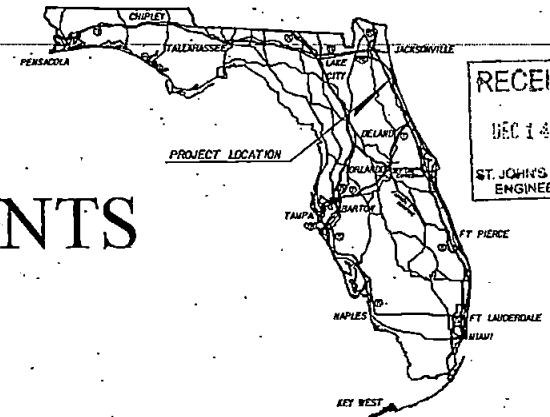
SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2-3	TYPICAL SECTION
4	GENERAL NOTES
5	PROJECT LAYOUT
6	REFERENCE POINTS
7-15	ROADWAY PLAN AND PROFILE
16-30	ROADWAY CROSS SECTIONS
31-34	DRIVEWAY CROSS SECTIONS
35	TRAFFIC CONTROL NOTES
36-37	EROSION CONTROL PLAN
38	EROSION CONTROL NOTES AND DETAILS
39-40	STORM WATER POLLUTION PREVENTION PLAN



VICINITY MAP

BEGIN PROJECT
STA. 101+00.00 @ SURVEY/℄ CONST. (ARMSTRONG RD.)
STA. 10+00.00 @ CONST. (MOCCASIN CREEK RD.)

END PROJECT
STA. 194+54.21 @ SURVEY/℄ CONST. (ARMSTRONG RD.)
STA. 200+00.00 @ CONST. (HARVEY RD.)



RECEIVED
DEC 14 2007
ST. JOHNS COUNTY
ENGINEERING

ROADWAY SHOP DRAWINGS
TO BE SUBMITTED TO:
MATTHEW S. MAGGIORE, P.E.
1475 OLD ST AUGUSTINE ROAD
JACKSONVILLE, FLORIDA 32226
(904) 642-8500 - OFFICE
(904) 646-9485 - FAX

ROADWAY PLANS
ENGINEER OF RECORD:
MATTHEW S. MAGGIORE, P.E.
P.E. NO.: 55371
1475 OLD ST AUGUSTINE ROAD
JACKSONVILLE, FLORIDA 32226
(904) 642-8500 - OFFICE
(904) 646-9485 - FAX

MATTHEW S. MAGGIORE
P.E. NO. 55371

DEC 10 2007

ST. JOHNS COUNTY PROJECT MANAGER:
JOAN ANDERSON

NOVEMBER 2007

LENGTH OF PROJECT

	LINEAR FT.
ARMSTRONG ROAD	4,054
HARVEY ROAD	483
MOCCASIN CREEK ROAD	420
TOTAL LENGTH	4,957

REVISIONS		
DATE	BY	DESCRIPTION

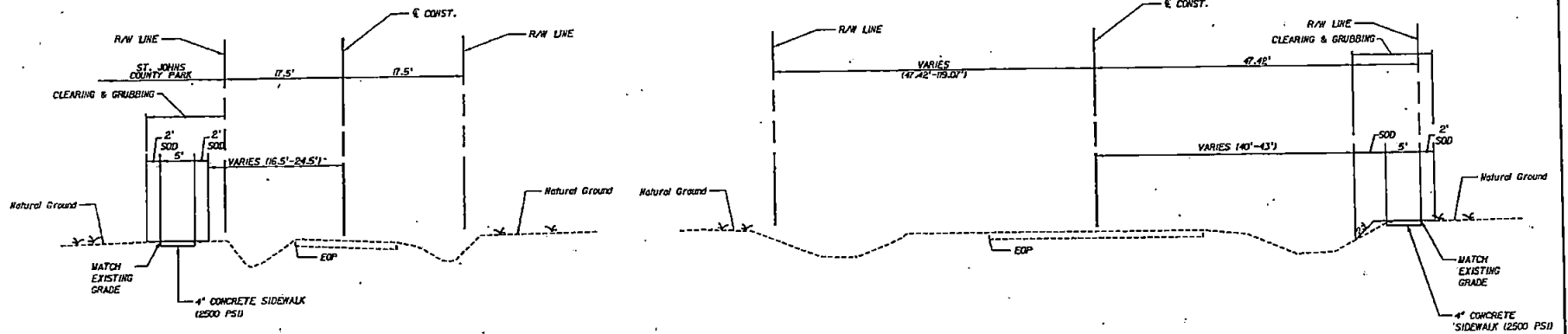
PLANS PREPARED BY:



England-Thimby & Miller, Inc.
ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE - ARCHITECTS
1475 OLD ST AUGUSTINE ROAD JACKSONVILLE, FLORIDA 32226
CERTIFICATE OF AUTHORIZATION NUMBER: 3864
PHONE NUMBER (904) 642-8500 FAX NUMBER (904) 646-9485

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

FISCAL YEAR	SHEET NO.
	1



TYPICAL SECTION 2
 HARVEY ROAD
 STA. 200+00.00 TO STA. 203+90.71

TYPICAL SECTION 3
 MOCCASIN CREEK ROAD
 STA. 10+00.00 TO STA. 12+05.00

[Signature]
 ER. S. MAGGIORE
 P.F. NO. 55371
 DEC 10 2007

50879 JV
 7/11/2007
 6437-2500-1250-CONCRETE SIDEWALK (2500 PSI)

NO.	BY	DATE	REVISIONS	NO.	BY	DATE	REVISIONS



England-Thim & Miller, Inc.
 ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS
 1000 W. STATE STREET, SUITE 100, JACKSONVILLE, FLORIDA 32202
 COUNTY OF ALTON, ILLINOIS 61880
 PHONE: 309.438.1100 FAX: 309.438.1101

PROJECT NO. 03-123-13
 DATE NOVEMBER 2007
 SCALE

TYPICAL SECTIONS
 ARMSTRONG ROAD SIDEWALK

SHEET NO
 3

GENERAL NOTES

1. THE LOCATIONS OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS / ELEVATIONS APPLY ONLY AT THE POINT SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED. THE EXACT LOCATION SHALL BE DETERMINED BY THE UTILITY COMPANIES PRIOR TO CONSTRUCTION. UTILITIES SHALL REMAIN UNLESS OTHERWISE NOTED.

2. THE CONTRACTOR SHALL NOTIFY UTILITY OWNERS THROUGH SUNSHINE ONE CALL OF FLORIDA INC (1-800-432-4770) AND UTILITY OWNERS LISTED BELOW 48 HOURS IN ADVANCE OF BEGINNING CONSTRUCTION ON THE JOB SITE.

UTILITY OWNERS:

COMPANY	CONTACT	TELEPHONE NUMBERS
WATER AND SEWER: ST. JOHNS COUNTY UTILITIES CITY OF ST. AUGUSTINE	FLOYD REGISTER BILLY LEE	(904) 471-2161 EXT: 18 (904) 825-1055
ELECTRICAL FLORIDA POWER AND LIGHT	TRACY STERN	(305) 442-5966
TELEPHONE: WINDSTREAM	BOBBIE BROWN	(352) 475-2581
CATV: CONCAST CABLE	LARRY WINDURN	(904) 380-6409

(NOTE: IF THERE IS A TRAFFIC MONITORING SITE ON THE PROJECT OR WITHIN 1 MILE OF THE CONSTRUCTION, THE TRANSPORTATION STATISTICS OFFICE IN TALLAHASSEE SHALL BE ADDED TO THE LIST OF UTILITY OWNERS.)

3. ANY PUBLIC LAND CORNER OR BENCH MARK WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE PROJECT ENGINEER SHOULD NOTIFY THE DISTRICT LOCATION SURVEYOR, WITHOUT DELAY, BY TELEPHONE.
4. EXISTING DRIVEWAYS WITHIN THE LIMITS OF THIS PROJECT ARE TO BE REPLACED AT THE SAME LOCATION AND WIDTH WITH SAME MATERIAL TO MEET ST. JOHNS COUNTY STANDARDS.
5. THE CONTRACTOR SHALL NOT BRING ANY HAZARDOUS MATERIALS ONTO THE PROJECT. SHOULD THE CONTRACTOR REQUIRE SUCH FOR PERFORMING THE CONTRACTED WORK, THE CONTRACTOR SHALL REQUEST, IN WRITING, WRITTEN PERMISSION FROM THE PROJECT ENGINEER. THE CONTRACTOR SHALL PROVIDE A COPY TO THE DISTRICT CONTAMINATION IMPACTS COORDINATOR (DCIC). THE CONTRACTOR SHALL PROVIDE THE DCIC WITH A COPY OF THE MATERIAL SAFETY DATA SHEET (MSDS) FOR EACH HAZARDOUS MATERIAL PROPOSED FOR USE. THE PROJECT ENGINEER SHALL COORDINATE WITH THE DCIC PRIOR TO ISSUING WRITTEN APPROVAL TO THE CONTRACTOR. BECAUSE STATE LAW DOES NOT TREAT PETROLEUM PRODUCTS THAT ARE PROPERLY CONTAINERIZED AND INTENDED FOR EQUIPMENT USE AS A HAZARDOUS MATERIAL, SUCH PRODUCTS DO NOT NEED A MSDS SUBMITTAL.

ANY KNOWN OR SUSPECTED HAZARDOUS MATERIAL FOUND ON THE PROJECT BY THE CONTRACTOR SHALL BE IMMEDIATELY REPORTED TO THE PROJECT ENGINEER, WHO SHALL DIRECT THE CONTRACTOR TO PROTECT THE AREA OF KNOWN OR SUSPECTED CONTAMINATION FROM FURTHER ACCESS. THE PROJECT ENGINEER IS TO NOTIFY THE DCIC OF THE DISCOVERY. THE DCIC WILL ARRANGE FOR INVESTIGATION, IDENTIFICATION, AND REMEDIATION OF THE HAZARDOUS MATERIAL. THE CONTRACTOR SHALL NOT RETURN TO THE AREA OF CONTAMINATION UNTIL APPROVAL IS PROVIDED BY THE PROJECT ENGINEER; THE DCIC WILL ADVISE THE PROJECT ENGINEER.
6. ALL HAY BALES AND SILT FENCE SHALL BE REMOVED AT THE COMPLETION OF THE PROJECT.
7. THE CONTRACTOR IS TO MAINTAIN AND KEEP STREET NAME IDENTIFICATION VISIBLE DURING CONSTRUCTION OPERATIONS, IN ORDER TO FACILITATE EMERGENCY VEHICLE TRAFFIC.
8. GRADES SHOWN ARE FINISHED GRADES.
9. BENCH MARK DATA IS NGVD 29.
10. EXISTING DRAINAGE STRUCTURES AND PIPES WITHIN CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED.
11. ALL PIPE JOINTS (ROUND AND ELLIPTICAL) SHALL BE WRAPPED WITH WOVEN OR NON-WOVEN FILTER FABRIC. COST OF FILTER FABRIC IS TO BE INCLUDED IN THE COST OF THE PIPE CULVERT. SEE FOOT INDEX NO. 280 FOR DETAILS.
12. ALL EXISTING PIPES, INLETS, AND OTHER STRUCTURES REMOVED SHALL BE DISPOSED OF BY THE CONTRACTOR IN AREAS PROVIDED BY HIM.

13. DRAINAGE STRUCTURES ALTERNATES ARE LIMITED TO CONCRETE ONLY, UNLESS OTHERWISE NOTED ON THE PLAN/PROFILES SHEETS AND DRAINAGE STRUCTURE SHEETS, ONLY CONCRETE PIPE SIZES ARE IDENTIFIED.
14. THE LOCATION OF THE UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATION SHALL BE DETERMINED BY THE UTILITY COMPANIES PRIOR TO CONSTRUCTION.
15. PIPE SYSTEM SHALL BE DESILTED AND/OR FLUSHED PRIOR TO FINAL INSPECTION OF PROJECT TO THE SATISFACTION OF THE ENGINEER.
16. FOR UTILITY ADJUSTMENT SYMBOLS, SEE FOOT STANDARD INDEX NO. 002.
17. CONNECTION TO BE MADE TO EXISTING PAVEMENT AT END OF MILLING AS DIRECTED BY THE PROJECT ENGINEER.
18. ANY PORTION OF THE EXISTING RIGHT-OF-WAY THAT IS DISTURBED SHALL BE REDRESSED AND GRASSED TO ORIGINAL OR BETTER CONDITION. ALL SOO WITHIN COUNTY R/W SHALL BE BAHIA.
19. SOO SHALL BE PLACED AS SOON AS POSSIBLE AROUND DRAINAGE STRUCTURES, PAVED DITCHES, AND ON SLOPES TO PREVENT EROSION.
20. ALL MATERIAL REMOVED FROM TRENCHES SHALL BE PICKED UP DURING EXCAVATION AND NO MATERIAL IS TO BE WIND-ROHED ON THE PAVEMENT OR SHOULDERS.
21. THE CONTRACTOR IS REQUIRED TO OBTAIN ALL DEWATERING PERMITS. A STANDARD CONSUMPTIVE PERMIT IS REQUIRED FROM THE SURMWD FOR DEWATERING THAT EXCEEDS 694 GPM. THE DISCHARGE FROM DEWATERING ACTIVITIES SHALL NOT VIOLATE STATE OR FEDERAL TURBIDITY STANDARDS. TURBIDITY CONTROLS SUCH AS SEDIMENT TRAPS, FLOCCULANTS, FILTERS AND OTHER MEASURES SHALL BE USED TO MEET DISCHARGE STANDARDS. SEE THE STORM WATER POLLUTION PREVENTION PLAN FOR MORE INFORMATION.
22. ALL EXCAVATION WITHIN 10 FT. OF THE TRAVELED WAY MUST BE BACKFILLED WITHIN 24 HOURS.
23. ALL PAVEMENT MARKING AND/OR STRIPING REQUIRED MUST BE DONE USING ONLY "LEAD FREE" THERMOPLASTIC.
24. WHERE THE EDGE OF PAVEMENT ALONG CONSTRUCTION AND WIDENING AREAS IS UNEVEN OR RAGGED, MECHANICAL CUTTING OF JOINTS WILL BE REQUIRED PRIOR TO PLACING THE NEW PAVEMENT MATERIALS.
25. ACCORDING TO F.S. 336.046, THE CONTRACTOR SHALL NOTIFY LOCAL LAW ENFORCEMENT AND ENGINEER WHEN ONE OR MORE TRAVELED LANES WILL BE CLOSED MORE THAN TWO (2) HOURS AT LEAST 24 HOURS IN ADVANCE.
26. ALL WORK TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPLICABLE CODES OF S.J.C.
27. SIDEWALKS SHALL BE CONSTRUCTED PER FOOT INDEX 310.
28. THE CONTRACTOR SHALL RELOCATE MAILBOXES AS REQUIRED. ANY DAMAGED MAILBOXES SHALL BE REPLACED WITH ST. JOHNS COUNTY'S APPROVAL AT CONTRACTOR EXPENSE. THE CONTRACTOR SHALL TRIM TREES AS REQUIRED TO PROVIDE A MINIMUM OF 10' VERTICAL CLEARANCE OVER SIDEWALKS.
29. ALL STORM DRAIN PIPING ARE TO BE TELEVIEWED PER S.J.C. LAND DEVELOPMENT CODE.

Matthew S. Maggioro
MATTHEW S. MAGGIORO
30. THE CONSTRUCTION AND PLACEMENT OF ANY CURB CUT RAMPS OR LANDING PADS WITHIN ST. JOHNS COUNTY RIGHT OF WAY SHALL AT A MINIMUM ADHERE TO THE STANDARDS AS SET FORTH BY THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD INDEX 304, SHEETS 1 THROUGH 6, AND 28 CODE OF FEDERAL REGULATIONS (CFR) PART 36, APPENDIX A LATEST EDITION, FLORIDA ACCESSIBILITY CODE, AS WELL AS APPLICABLE COUNTY REQUIREMENTS; LDC SECTION 6.04.025 - DETECTABLE WARNING SURFACES SHALL MEET ST. JOHNS COUNTY'S STANDARDS. CONTACT THE ENGINEERING DIVISION FOR FURTHER INFORMATION AT 904-209-0100.
31. ST. JOHNS COUNTY WILL ACCEPT THE FOLLOWING PRODUCT(S) FOR COMPLIANCE WITH THE "DETECTABLE WARNING" SECTION OF THE AMERICAN WITH DISABILITIES ACT (ADA):
 - CAST IN PLACE COMPOSITE TACTILE BY ADA SOLUTIONS, INC.
 - CAST IN PLACE DETECTABLE WARNING PANEL BY ARWORCAST.
 THE STANDARD COLOR FOR THE DETECTABLE WARNING SURFACE SHALL BE YELLOW. A DIFFERENT CONTRASTING COLOR MAY BE APPROVED WHEN SUBMITTED AS PART OF A UNIFORM SIGNAGE PLAN FOR A DEVELOPMENT. ANY TYPE OF ADHESIVE OR GLUE DOWN MATS; STAMPED CONCRETE OR ANY VARIATION OTHER THAN WHAT IS SPECIFIED ABOVE WILL NOT BE ACCEPTED BY THE COUNTY. THE COUNTY WILL CONSIDER ALTERNATIVES THAT ARE EQUAL TO THE PROJECTS SPECIFIED ABOVE. THE COUNTY ENGINEER AND THE CHIEF ENGINEER FOR DEVELOPMENT SERVICES WILL HAVE THE SOLE RESPONSIBILITY FOR DETERMINING THE PRODUCT ACCEPTABILITY.

3000-14
 11/14/07
 03-123-13
 03-123-13

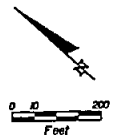
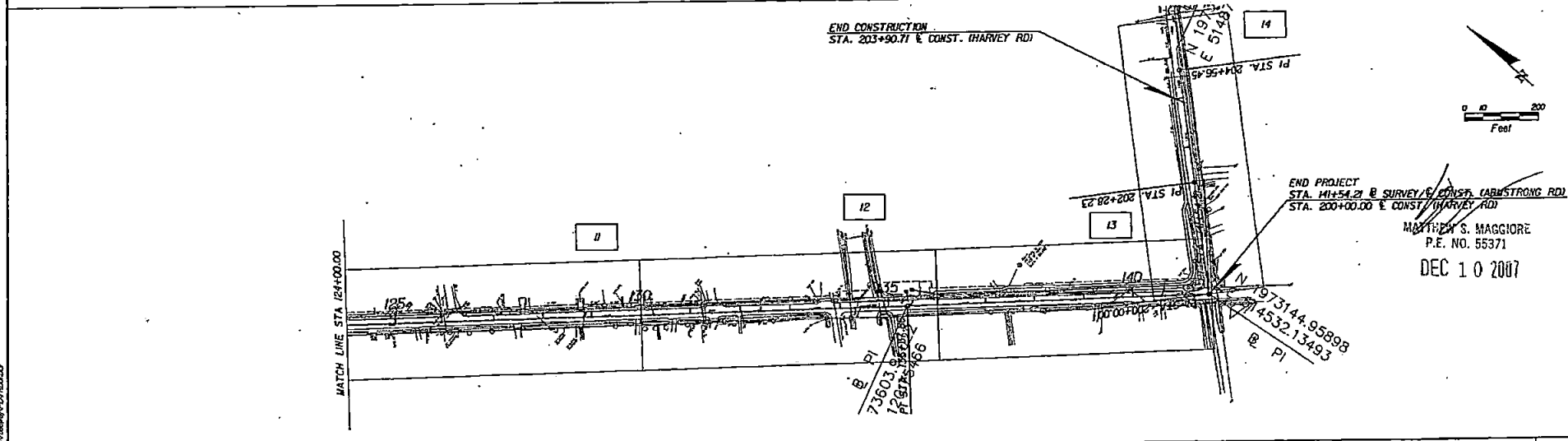
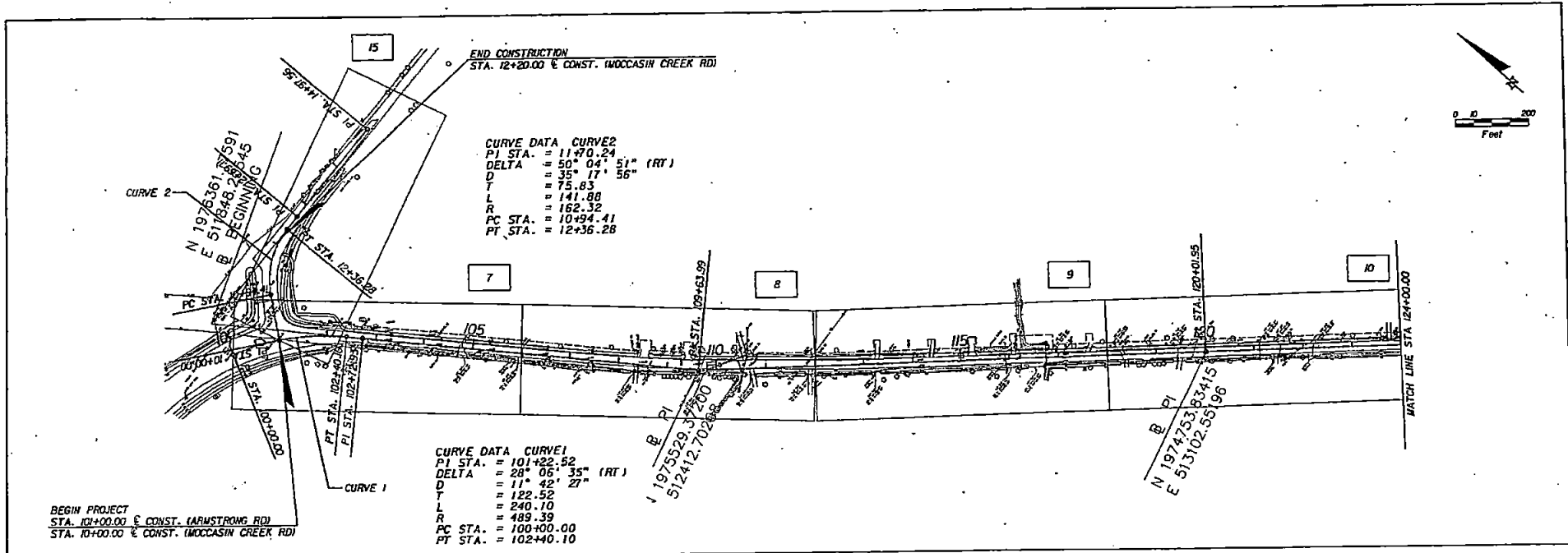
NO.	BY	DATE	REVISIONS	NO.	BY	DATE	REVISIONS



England-Thim & Miller, Inc.
 ENGINEERS, PLANNERS, ARCHITECTS, LANDSCAPE ARCHITECTS
 1000 OLD WINDY ROAD, SUITE 100, JACKSONVILLE, FLORIDA 32202
 CONTACT: (904) 725-1111 FAX: (904) 725-1112
 WWW.ETM.COM

PROJECT NO.	03-123-13
DATE	NOVEMBER 2007
SCALE	

**GENERAL NOTES
 ARMSTRONG ROAD SIDEWALK**

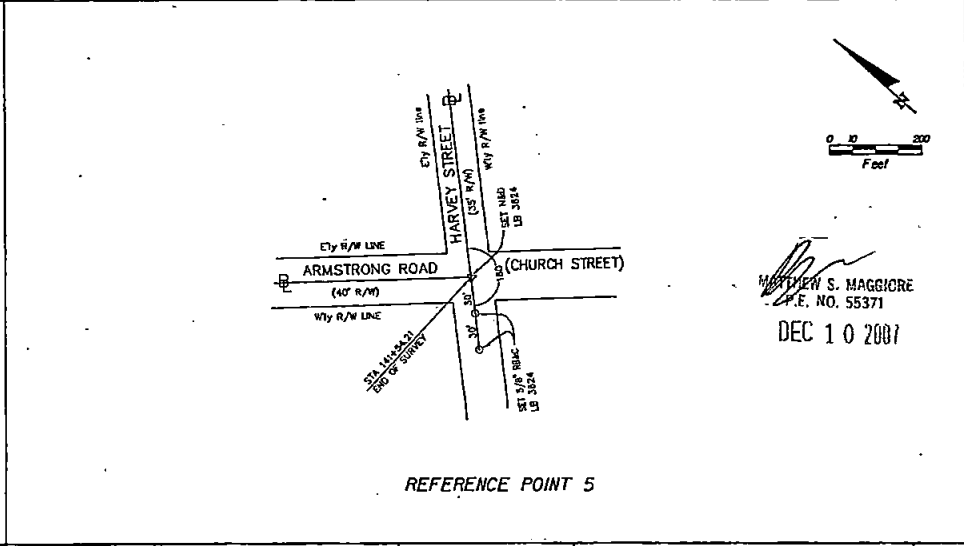
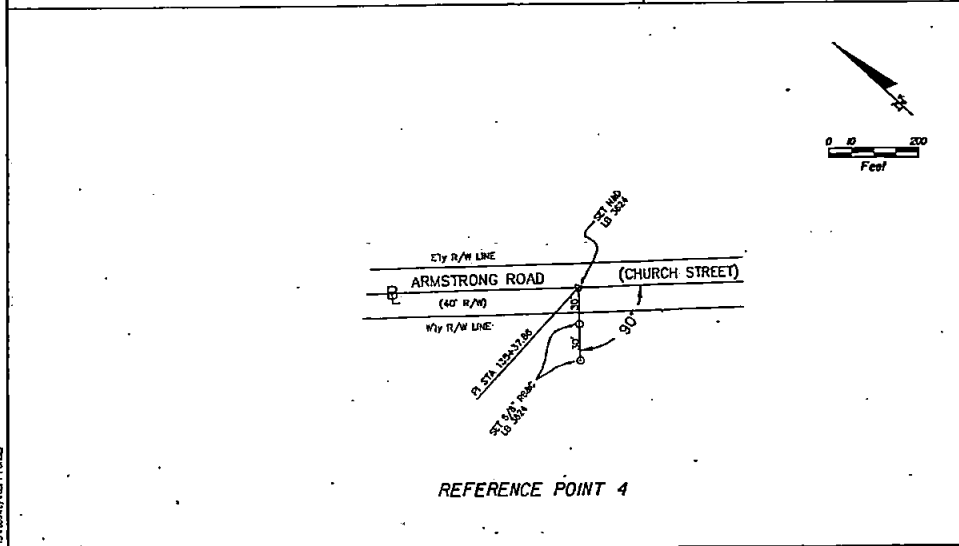
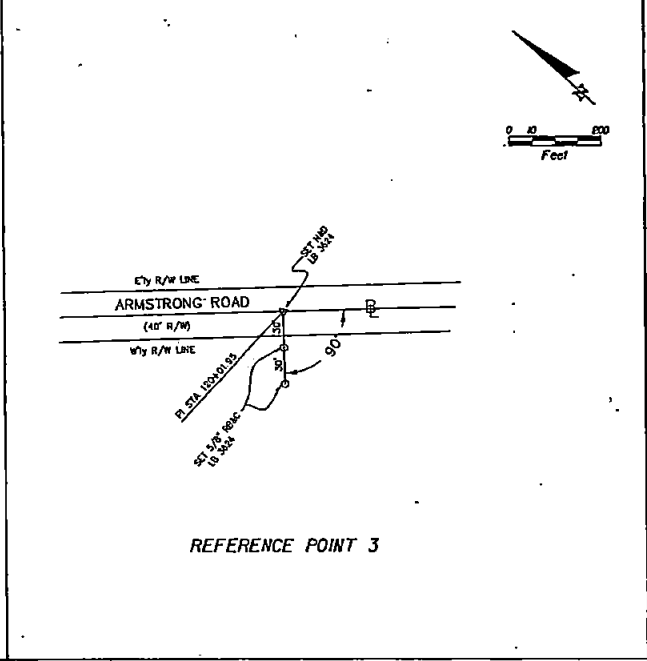
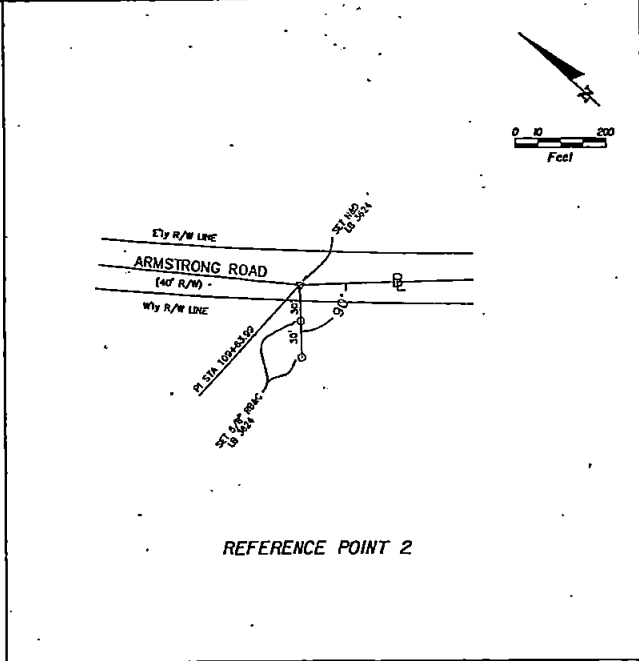
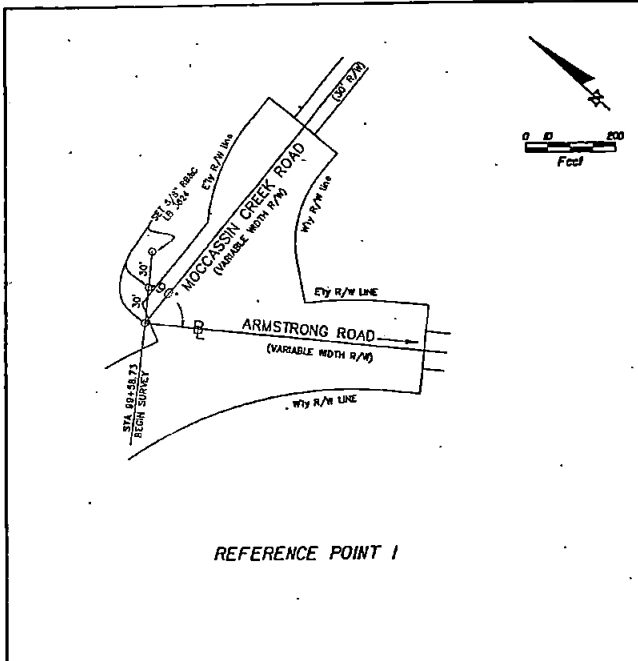


MATTHEW S. MAGGIORE
P.E. NO. 55371
DEC 10 2007

2007.11.14M
 2007.11.14M
 2007.11.14M

NO.	BY	DATE	REVISIONS	NO.	BY	DATE	REVISIONS

 ST. JOHN'S COUNTY	 England-Thim & Miller, Inc. <small>INCORPORATED IN FLORIDA</small> <small>1000 N. W. 10TH AVENUE, SUITE 200, BOCA RATON, FLORIDA 33432</small> <small>TEL: 561-993-1100 FAX: 561-993-1101</small>	PROJECT NO. 03-123-13 DATE NOVEMBER 2007 SCALE	PROJECT LAYOUT ARMSTRONG ROAD SIDEWALK	SHEET NO 5
-----------------------	--	--	---	---------------



MATTHEW S. MAGGIORE
P.E. NO. 55371
DEC 1 0 2007

NO.	BY	DATE	REVISIONS	NO.	BY	DATE	REVISIONS

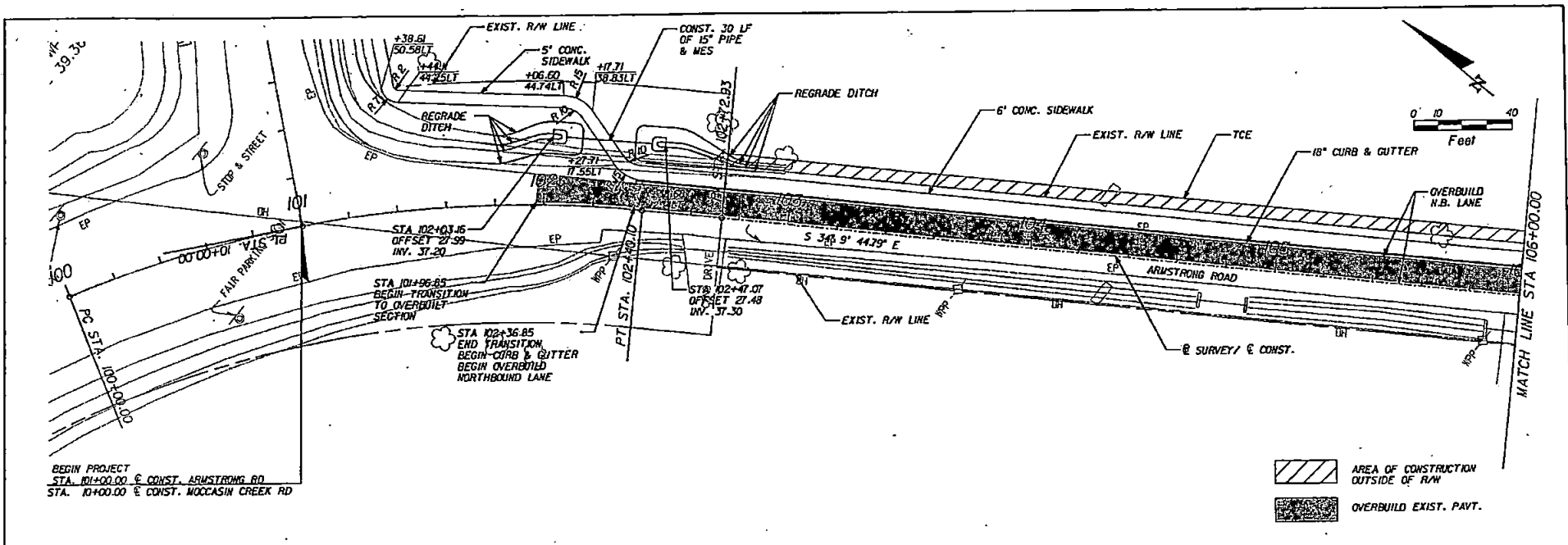
ST. JOHN COUNTY

England-Thimby & Miller, Inc.
INCORPORATED - PLANNING - SURVEYING - ENGINEERING - ARCHITECTURE
WITH AN EMBROIDERED STATE PROFESSIONAL LICENSE
A DIVISION OF ENGINEERING PROFESSIONALS, INC.
REGISTERED PROFESSIONAL ENGINEERS AND ARCHITECTS

PROJECT NO. 03-123-13
DATE NOVEMBER 2007
SCALE

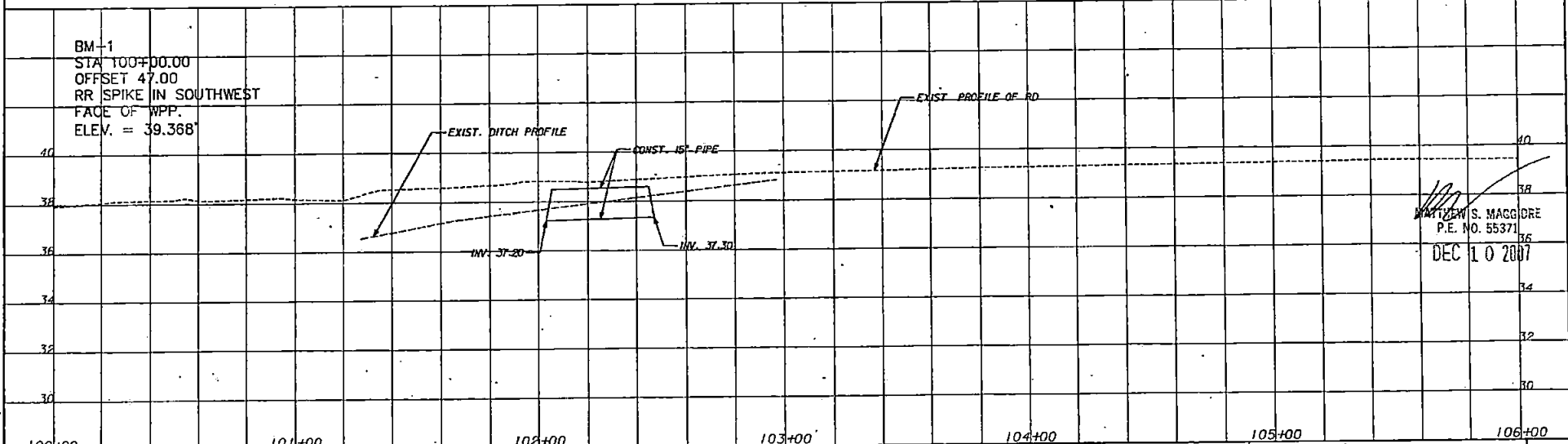
REFERENCE POINTS
ARMSTRONG ROAD SIDEWALK

SHEET NO
6



BEGIN PROJECT
 STA. 101+00.00 @ CONST. ARMSTRONG RD
 STA. 10+00.00 @ CONST. MOCCASIN CREEK RD

AREA OF CONSTRUCTION OUTSIDE OF R/W
 OVERBUILD EXIST. PAVT.



MATTHEW S. MAGGIONE
 P.E. NO. 55371
 DEC 10 2007

NO.		BY	DATE	REVISIONS	NO.		BY	DATE	REVISIONS

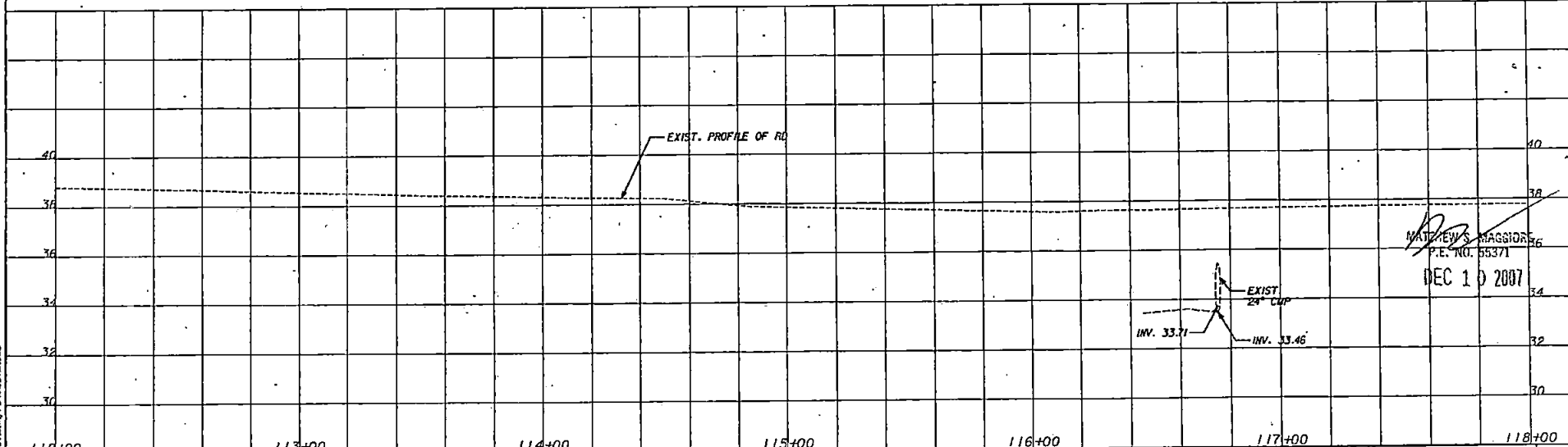
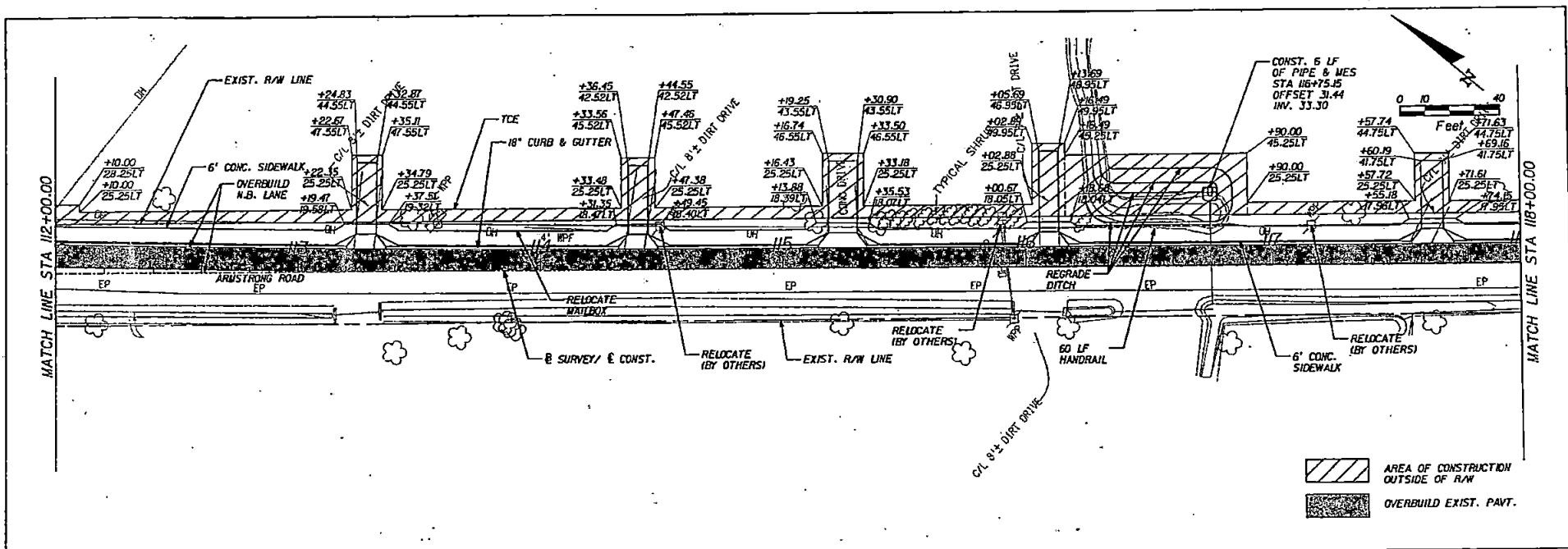
ST. JOHN'S COUNTY

England-Thim & Miller, Inc.
 ENGINEERS PLANNERS ARCHITECTS INTERIORS
 1405 OLD SHIRT ANCHORAGE BLVD. JACKSONVILLE, FLORIDA 32202
 COPYRIGHT © BY ARMSTRONG ROAD SIDEWALK CONSTRUCTION

PROJECT NO. 03-123-43
 DATE NOVEMBER 2007
 SCALE

PLAN / PROFILE
 ARMSTRONG ROAD SIDEWALK

SHEET NO. 7



AREA OF CONSTRUCTION OUTSIDE OF R/W
 OVERBUILD EXIST. PAVT.

MATTHEW S. MAGGIOR
 P.E. NO. 55371
 DEC 10 2007

NO.	BY	DATE	REVISIONS

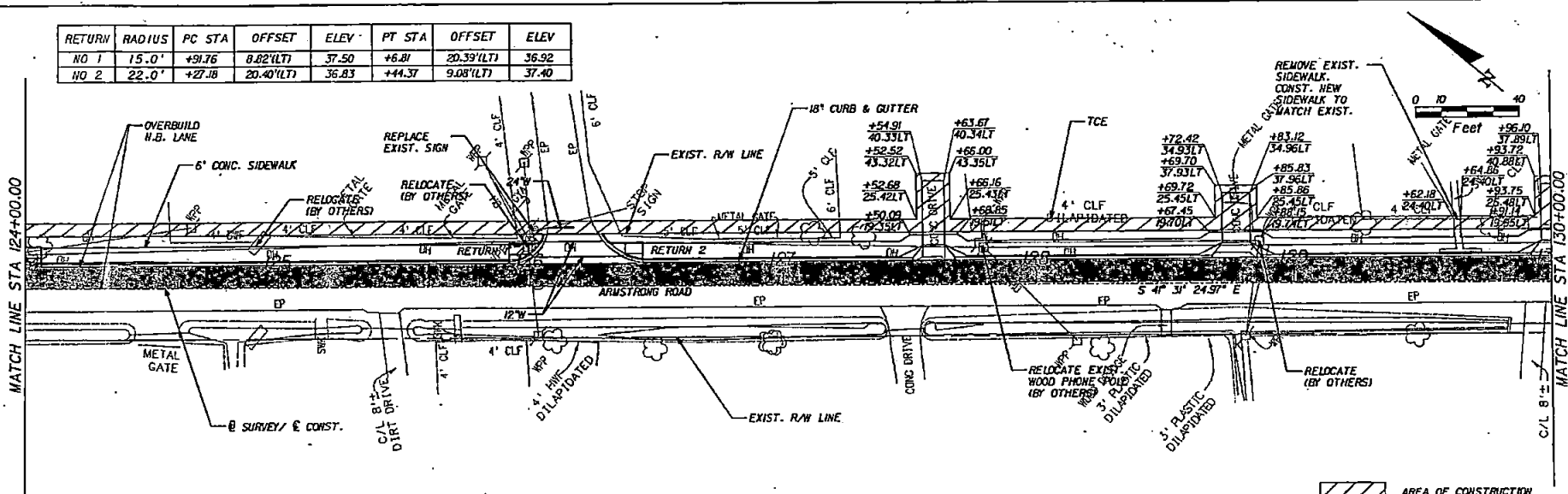
ST. JOHN'S COUNTY



England-Thim & Miller, Inc.
 PROJECT NO. 03-123-13
 DATE NOVEMBER 2007
 SCALE

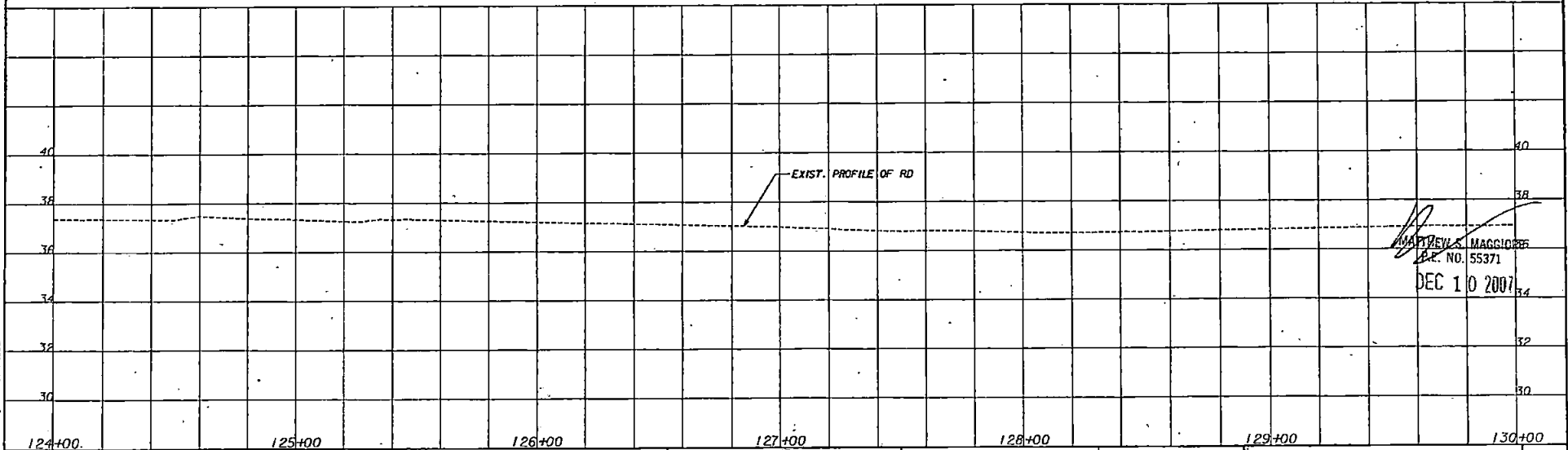
PLAN / PROFILE
 ARMSTRONG ROAD SIDEWALK
 SHEET NO. 9

50835 AU
 7/17/2007
 C:\2007\03-123-13\armstrong_sidewalk.dwg

RETURN	RADIUS	PC STA	OFFSET	ELEV	PT STA	OFFSET	ELEV
NO 1	15.0'	+91.76	8.82'(LT)	37.50	+6.81	20.39'(LT)	36.92
NO 2	22.0'	+27.78	20.40'(LT)	36.83	+44.37	9.08'(LT)	37.40



 AREA OF CONSTRUCTION OUTSIDE OF R/W
 OVERBUILD EXIST. PAVT.



MATTHEW MAGGIORIS
 P.E. NO. 55371
 DEC 10 2007

NO.	BY	DATE	REVISIONS	NO.	BY	DATE	REVISIONS

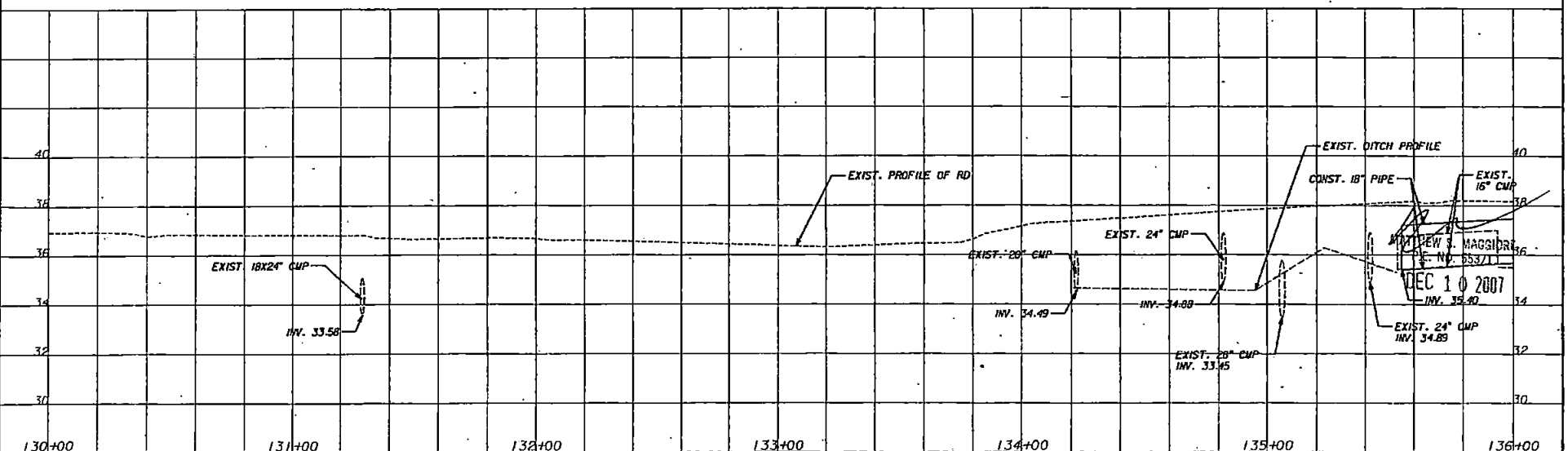
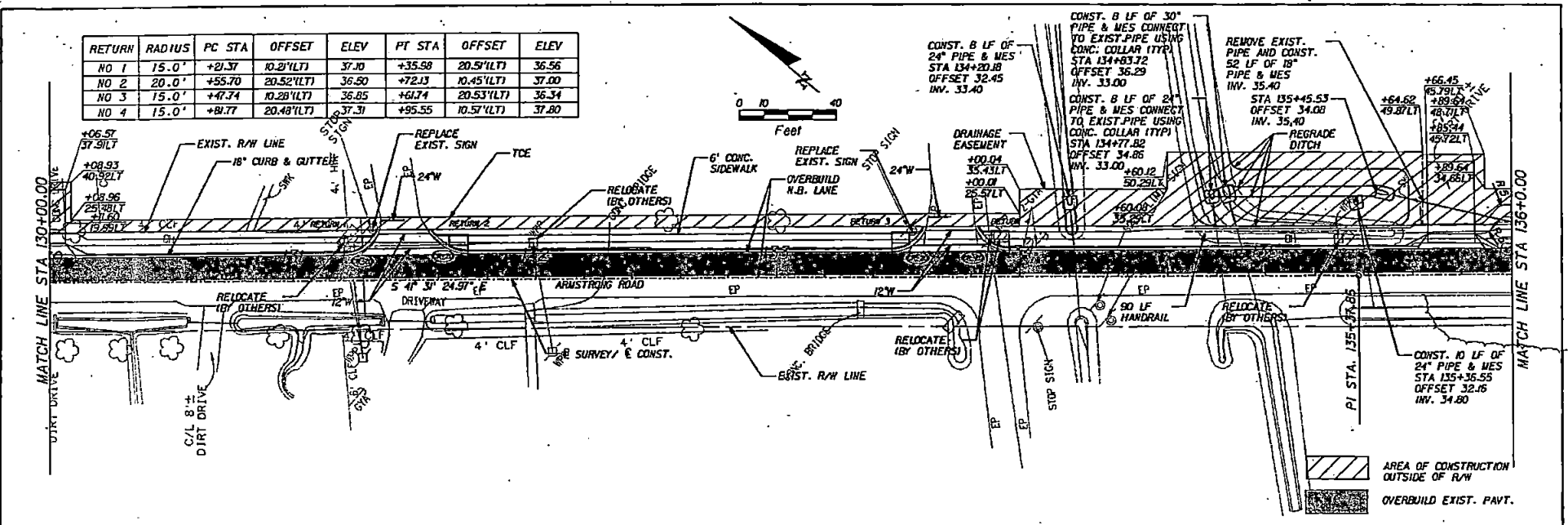
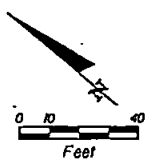
ST. JOHN COUNTY


England-Thims & Miller, Inc.
 PROJECT NO. 03-123-15
 DATE NOVEMBER 2007
 SCALE

PLAN / PROFILE
ARMSTRONG ROAD SIDEWALK
 SHEET NO 11

BRADY AM
 11/15/2007
 124+00 TO 130+00

RETURN	RADIUS	PC STA	OFFSET	ELEV	PT STA	OFFSET	ELEV
NO 1	15.0'	+21.37	10.2'(L/T)	37.10	+35.58	20.5'(L/T)	36.56
NO 2	20.0'	+55.70	20.52'(L/T)	36.50	+72.13	10.45'(L/T)	37.00
NO 3	15.0'	+47.74	10.28'(L/T)	36.85	+61.74	20.53'(L/T)	36.34
NO 4	15.0'	+81.77	20.48'(L/T)	37.31	+95.55	10.57'(L/T)	37.80



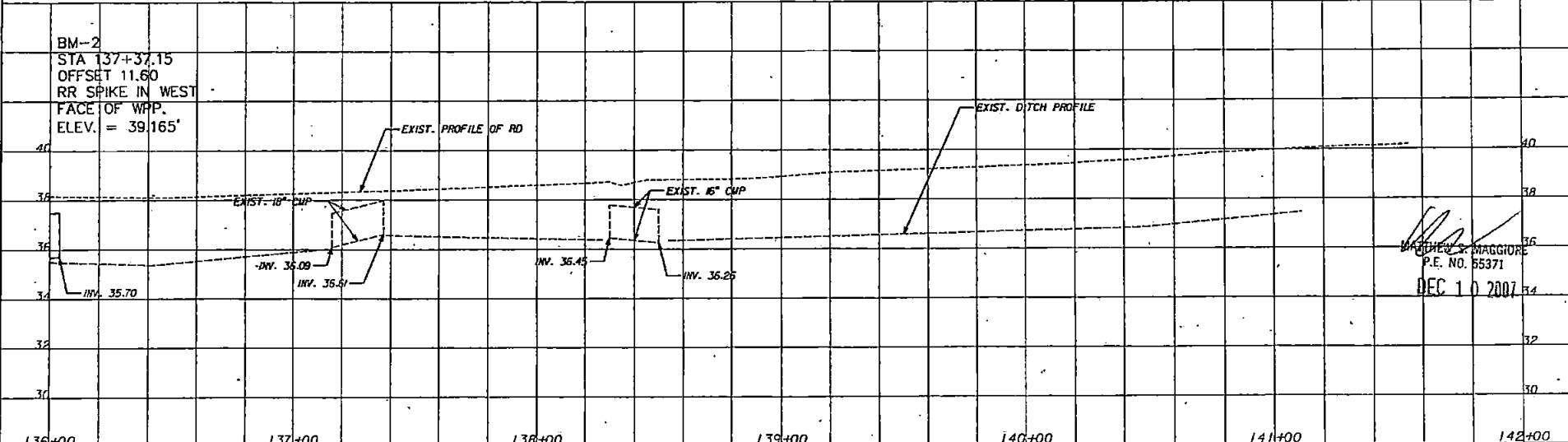
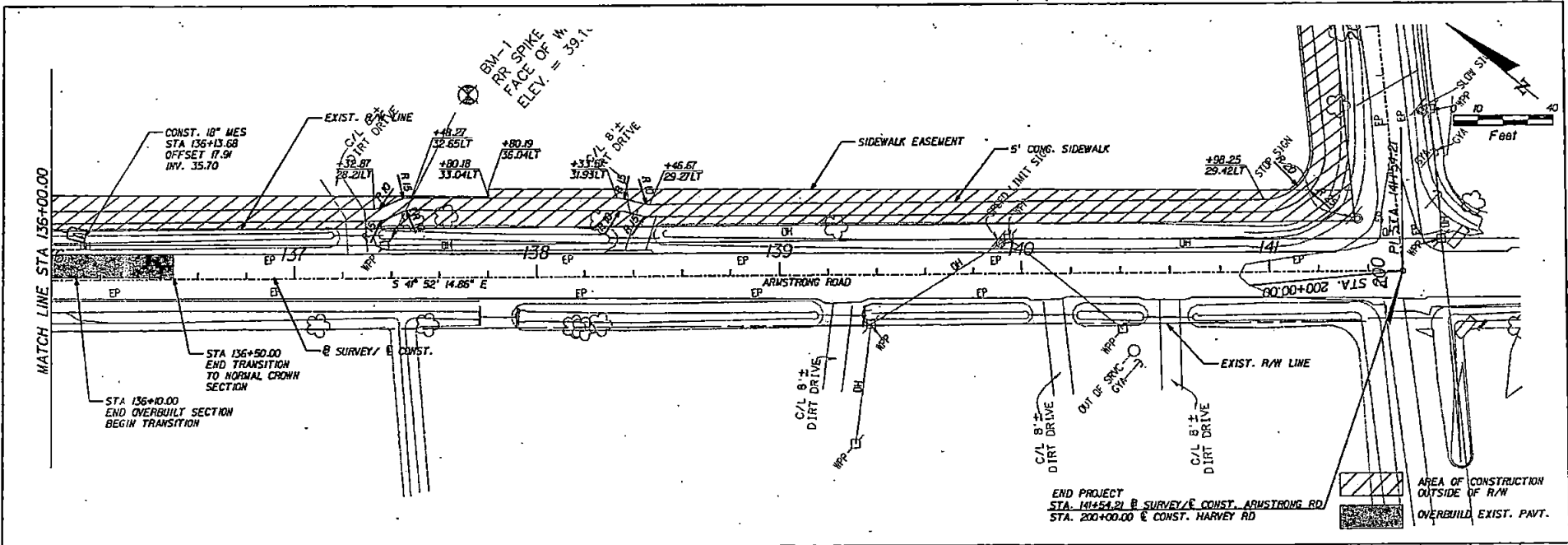
NO.	BY	DATE	REVISIONS

ST. JOHN COUNTY

England-Thim & Miller, Inc.
 PROJECT NO. 03-123-13
 DATE NOVEMBER 2007
 SCALE 1" = 40'

PLAN / PROFILE
ARMSTRONG ROAD SIDEWALK
 SHEET NO 12

DATE PLOTTED: 12/10/07 10:58 AM
 PLOTTER: HP DesignJet 5000



MAGGIONE
 P.E. NO. 55371
 DEC 10 2007

NO.	BY	DATE	REVISIONS

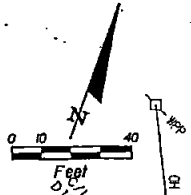
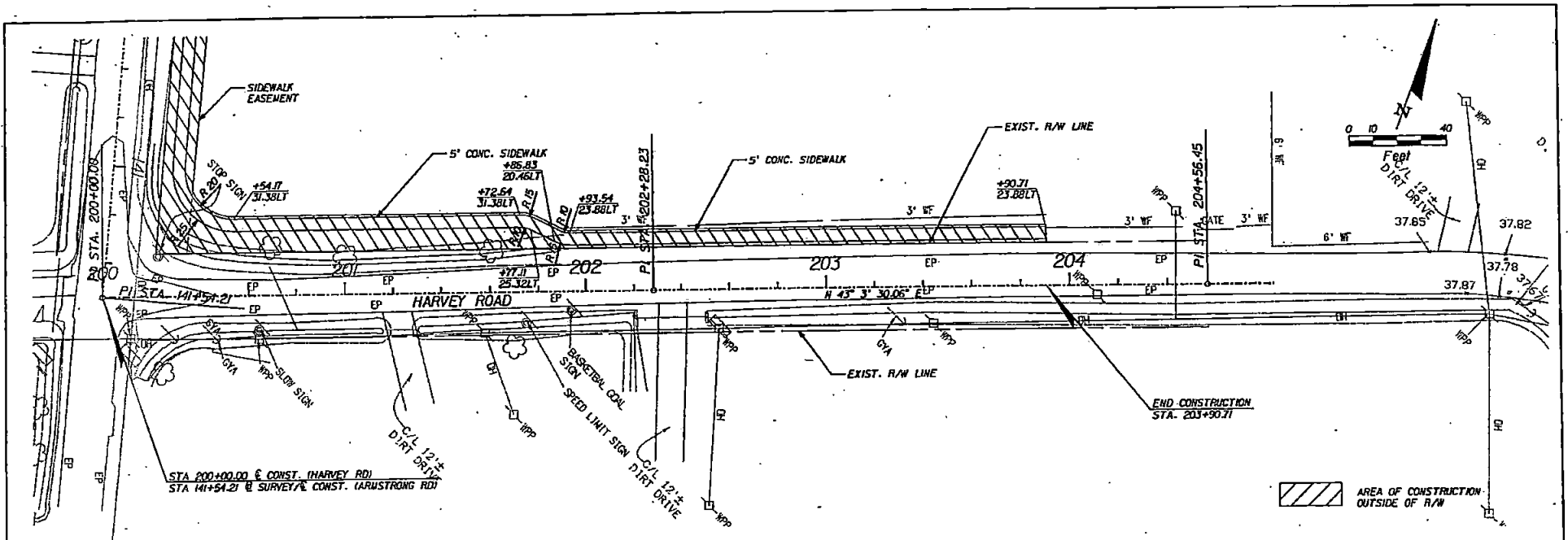
ST. JOHN'S COUNTY

England-Thoms & Miller, Inc.
 ENGINEERS-PLANNERS-SURVEYORS-LANDSCAPE ARCHITECTS
 1000 W. BAYVIEW BLVD., SUITE 200, JACKSONVILLE, FLORIDA 32216
 PHONE: 904.731.1111 FAX: 904.731.1112
 WWW.ETMILLER.COM

PROJECT NO. 03-123-13
 DATE NOVEMBER 2007
 SCALE

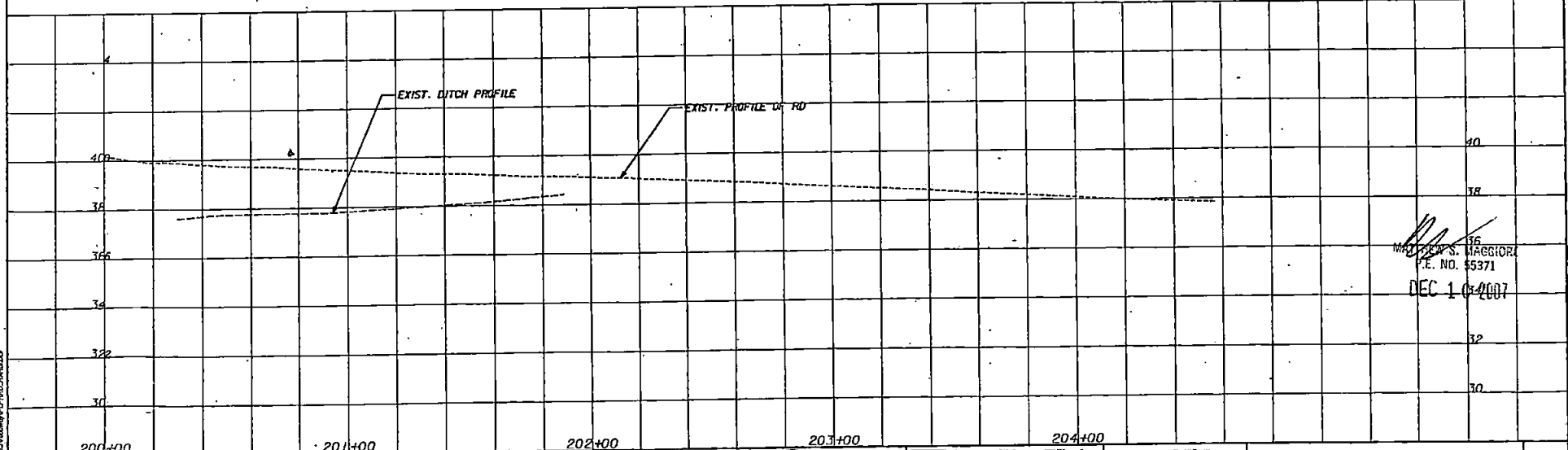
PLAN / PROFILE
ARMSTRONG ROAD SIDEWALK
 SHEET NO. 13

9/26/07 AM 10:03:00
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STA 200+00.00 & CONST. (HARVEY RD)
 STA 141+54.21 & SURVEY/CONST. (ARMSTRONG RD)

AREA OF CONSTRUCTION
 OUTSIDE OF R/W



MAGGIORIO
 P.E. NO. 55371
 DEC 10 2007

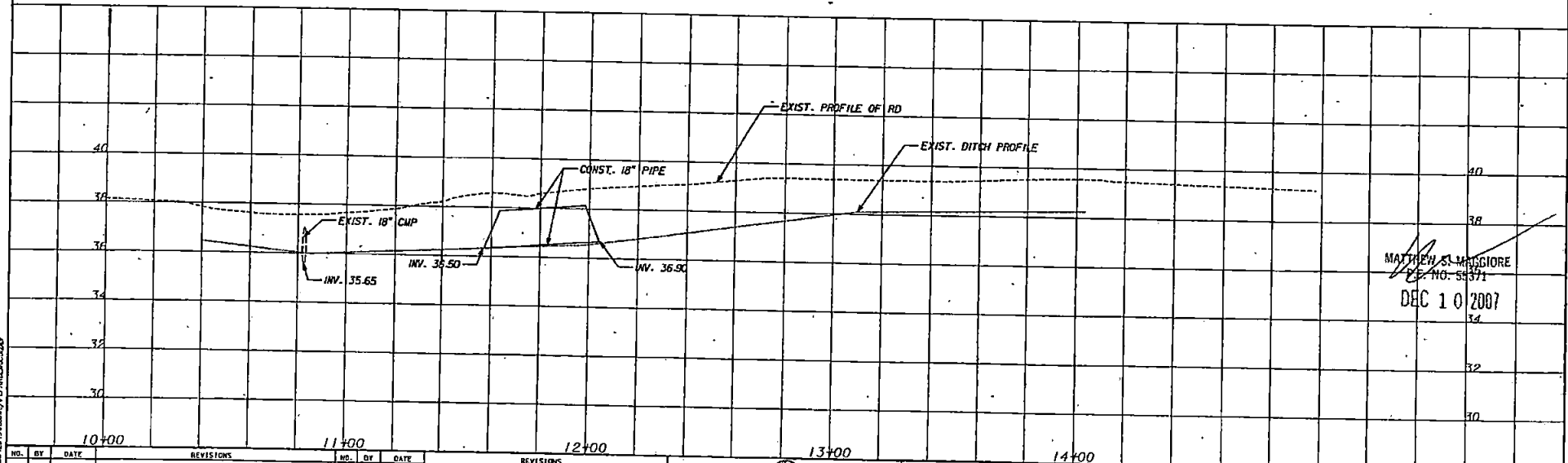
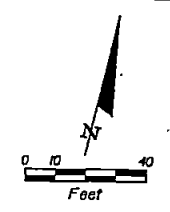
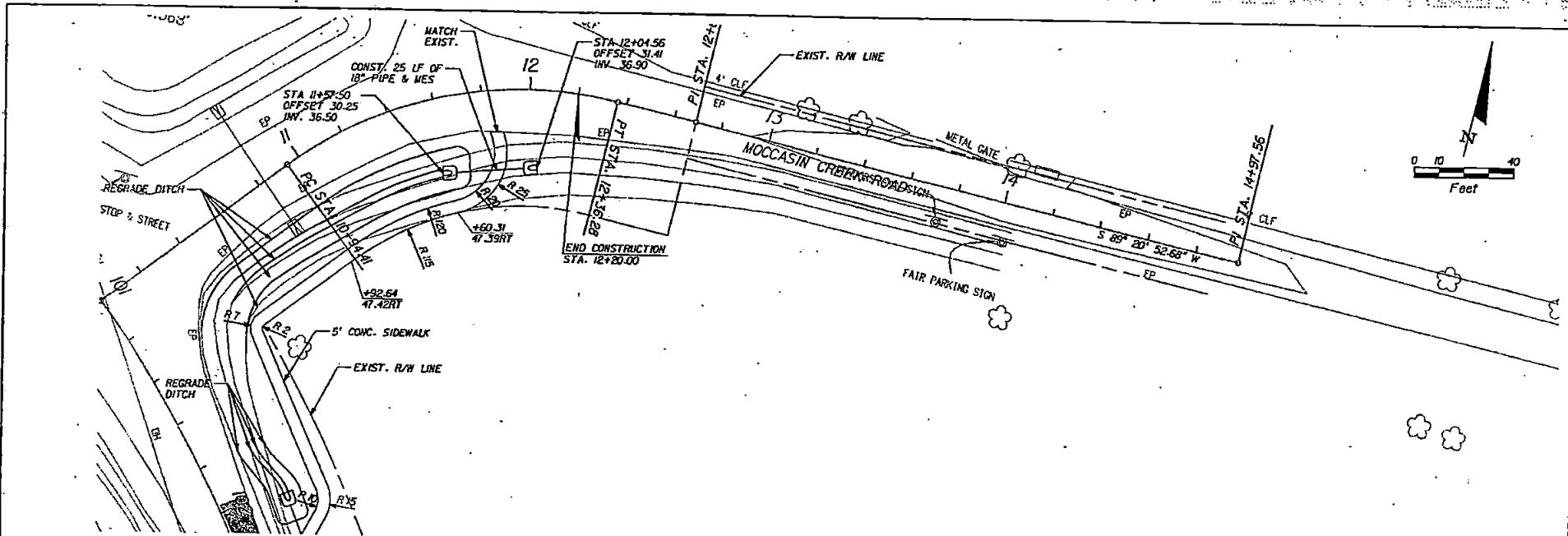
SCALE 1/4\"/>

NO.	BY	DATE	REVISIONS

ST. JOHN COUNTY

England-Thoms & Miller, Inc.
 PROJECT NO. 03-123-13
 DATE: NOVEMBER 2007
 SCALE: 1/4\"/>

**PLAN / PROFILE
 HARVEY ROAD SIDEWALK**
 SHEET NO. 14



MATTHEW S. MAUGIORE
 P.E. NO. 54371
 DEC 10 2007

8/26/08 BY 2/27/08
 4/01/08 03/02/08 03/02/08 03/02/08 03/02/08

NO. BY DATE			REVISIONS		

ST. JOHN'S COUNTY

England-Thibby & Miller, Inc.
 ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS
 1000 OLD BRIDGE HIGHWAY ROAD, JACKSONVILLE, FLORIDA 32209
 LICENSE NO. 12222
 PHONE: 904-744-1100 FAX: 904-744-1101

PROJECT NO. 03-123-13
 DATE NOVEMBER 2007
 SCALE

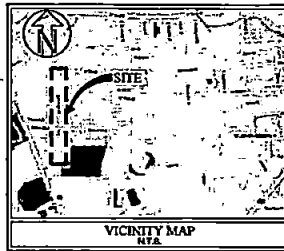
PLAN / PROFILE
 MOCCASIN CREEK ROAD SIDEWALK

SHEET NO
 15

CONSTRUCTION PLANS FOR ORANGE STREET IMPROVEMENTS ST. JOHNS COUNTY

GENERAL NOTES:

- A. THE GENERAL CONTRACTOR SHALL NOTIFY THE OWNER/ENGINEER OF ANY DISCREPANCIES BETWEEN THE SURVEY AND FIELD VERIFICATION OF INFORMATION ABOVE OR BELOW GROUND THAT MAY BE CRITICAL TO THE DESIGN OF THIS PROJECT. THE GENERAL CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR AND SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION OF THIS PROJECT.
- B. **WARRANTY / DISCLAIMER:**
THE DESIGNS REPRESENTED IN THESE PLANS ARE IN ACCORDANCE WITH ESTABLISHED PRACTICES OF CIVIL ENGINEERING FOR THE DESIGN FUNCTIONS AND USES INTENDED BY THE OWNER AT THIS TIME. HOWEVER, NEITHER THE ENGINEER NOR HIS PERSONNEL CAN OR DO SO GUARANTEE THESE DESIGN OR PLANS AS CONSTRUCTED EXCEPT IN THE SPECIFIC CASES WHERE THE ENGINEER IS INVOLVED WITH THE PHYSICAL CONSTRUCTION ON AN ONGOING BASIS AT THE SITE.
- C. **SAFETY NOTICE TO CONTRACTOR:**
IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. ANY CONSTRUCTION OBSERVATION BY THE ENGINEER OF THE CONTRACTOR'S PERFORMANCE IS LIMITED TO THE KNOWLEDGE OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES TAKEN ON OR NEAR THE CONSTRUCTION SITE.
- D. **CONSTRUCTION TESTING:**
CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COORDINATION, TESTING, LABORATORY ANALYSIS, REPORTS, COSTS, ETC., CONCERNING SOILS AND PAVEMENT RELATED DESIGN REQUIREMENTS AND SPECIFICATIONS AS SET FORTH IN THESE PLANS.
- E. **AS-BUILT SURVEY NOTE:**
UPON COMPLETION OF CONSTRUCTION, CONTRACTOR IS REQUIRED TO PROVIDE OWNER/ENGINEER WITH A SIGNED AND SEALED AS-BUILT SURVEY AND ANY OTHER RELATED CONSTRUCTION DOCUMENTS, IN ACCORDANCE WITH APPLICABLE PERMITTING AGENCY REQUIREMENTS, AS THE BASIS FOR PROJECT CERTIFICATION AND CLOSE-OUT.
- F. **RIGHT-OF-WAY:**
ANY AND ALL WORK CONDUCTED WITHIN THE CITY OF ST. AUGUSTINE RIGHT-OF-WAYS MUST BE IN ACCORDANCE WITH THE APPLICABLE LAND DEVELOPMENT CODES.
- G. **PRE-CONSTRUCTION MEETING:**
IT IS THE RESPONSIBILITY OF THE APPLICANT TO SCHEDULE A PRE-CONSTRUCTION/PERMIT ISSUANCE MEETING WITH CDDA STAFF AFTER PLANS HAVE BEEN RELEASED FOR CONSTRUCTION BY THE CITY AND PRIOR TO STARTING ANY SITE ACTIVITIES.
- H. ALL ELEVATIONS SHOWN HEREIN ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88).



OWNER:
ST. JOHNS COUNTY ENGINEERING
3745 INDUSTRY CENTER ROAD
ST. AUGUSTINE, FL 32084
PHONE: (904) 299-0124
CONTACT: DOUG FARROW

PREPARED BY:
MATTHEWS DESIGN GROUP, INC.
P.O. BOX 5128, 7 PALMO STREET
ST. AUGUSTINE, FLORIDA 32084
PHONE: (904) 828-1234



30% SUBMITTAL

PERMITS / APPROVALS	SUBMITTED	RECEIVED
EAST JOHN'S COUNTY		
OTHER		
OTHER		

Sheet Number	Sheet Title
1	COVER SHEET
2	DEVELOPMENT PLAN
3	DEVELOPMENT PLAN
4	DEVELOPMENT PLAN
5	DEVELOPMENT PLAN
6	DEVELOPMENT PLAN
7	DEVELOPMENT PLAN
8	SITE - DRAINAGE PLAN
9	SITE - DRAINAGE PLAN
10	SITE - DRAINAGE PLAN
11	SITE - DRAINAGE PLAN
12	SITE - DRAINAGE PLAN
13	SITE - DRAINAGE PLAN
14	CONSTRUCTION DETAILS

RESOURCE LIST:
ST. JOHNS COUNTY ENGINEERING
3745 INDUSTRY CENTER ROAD
ST. AUGUSTINE, FLORIDA 32084
(904) 299-0124

FLOOD CERTIFICATION:
THIS SITE IS SHOWN IN FLOODED ZONE 'X', AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 121000201D, FOR ST. JOHNS COUNTY, FLORIDA, EFFECTIVE SEPTEMBER 2, 2004.

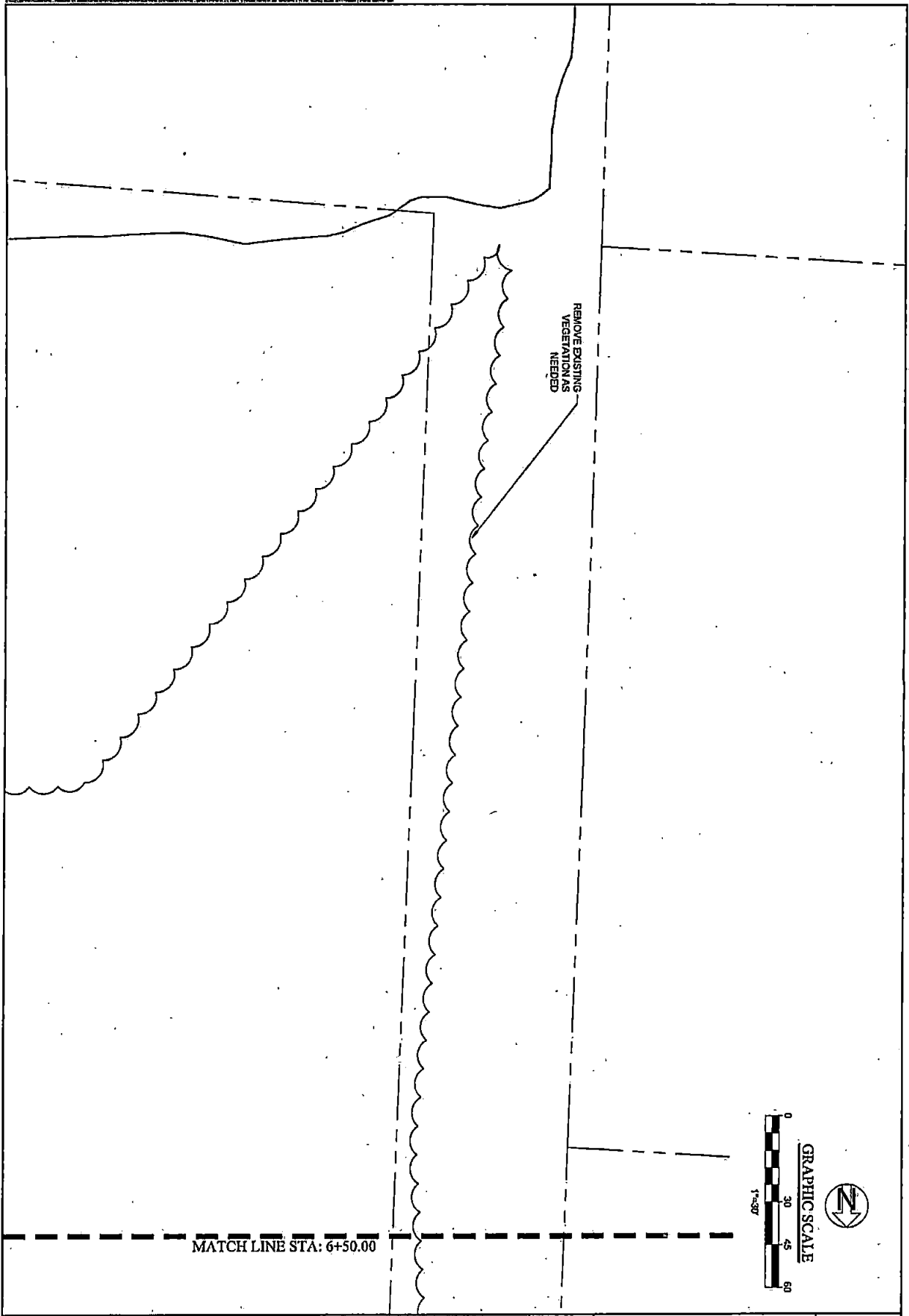


Know what's below.
Call before you dig.

COVER SHEET
ORANGE STREET IMPROVEMENTS
 ST. JOHNS COUNTY
 PREPARED FOR
 ST. JOHNS COUNTY ENGINEERING

MATTHEWS DESIGN GROUP, INC.
 3745 INDUSTRY CENTER ROAD
 ST. AUGUSTINE, FLORIDA 32084
 PHONE: 904.828.1234
 FAX: 904.828.4347
 INFO@MATTHEWSDSIGN.COM

RECORDS DEPARTMENT
 ST. JOHNS COUNTY
 100 SOUTH FLORIDA



DEMOLITION PLAN
ORANGE STREET IMPROVEMENTS
 ST. JOINS COUNTY, FLORIDA
 PREPARED FOR
 ST. JOINS COUNTY ENGINEERING

MATTHEWS DESIGN GROUP, INC.
 P.O. BOX 3126, 7 WALDO STREET
 ST. AUGUSTINE, FLORIDA 32084
 PHONE: 904.826.1334
 FAX: 904.826.4347
 INFO@MATTHEWSDESIGN.NET

NO.	DATE	DESCRIPTION
01	02-20-2018	
02	12/16	

REGISTERED ENGINEER
 SCOTT A. GARDNER, P.E.
 CAPTION #1 40272

MATCH LINE STA: 6+50.00

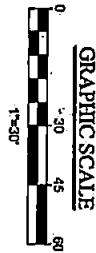
REMOVE EXISTING
VEGETATION AS
NEEDED

REPAIR ROAD AS
REQUIRED AND
RESURFACE

S. BREVARD ST

MATCH LINE STA: 10+50.00

ORANGE STREET
12' P.V.C. MAN



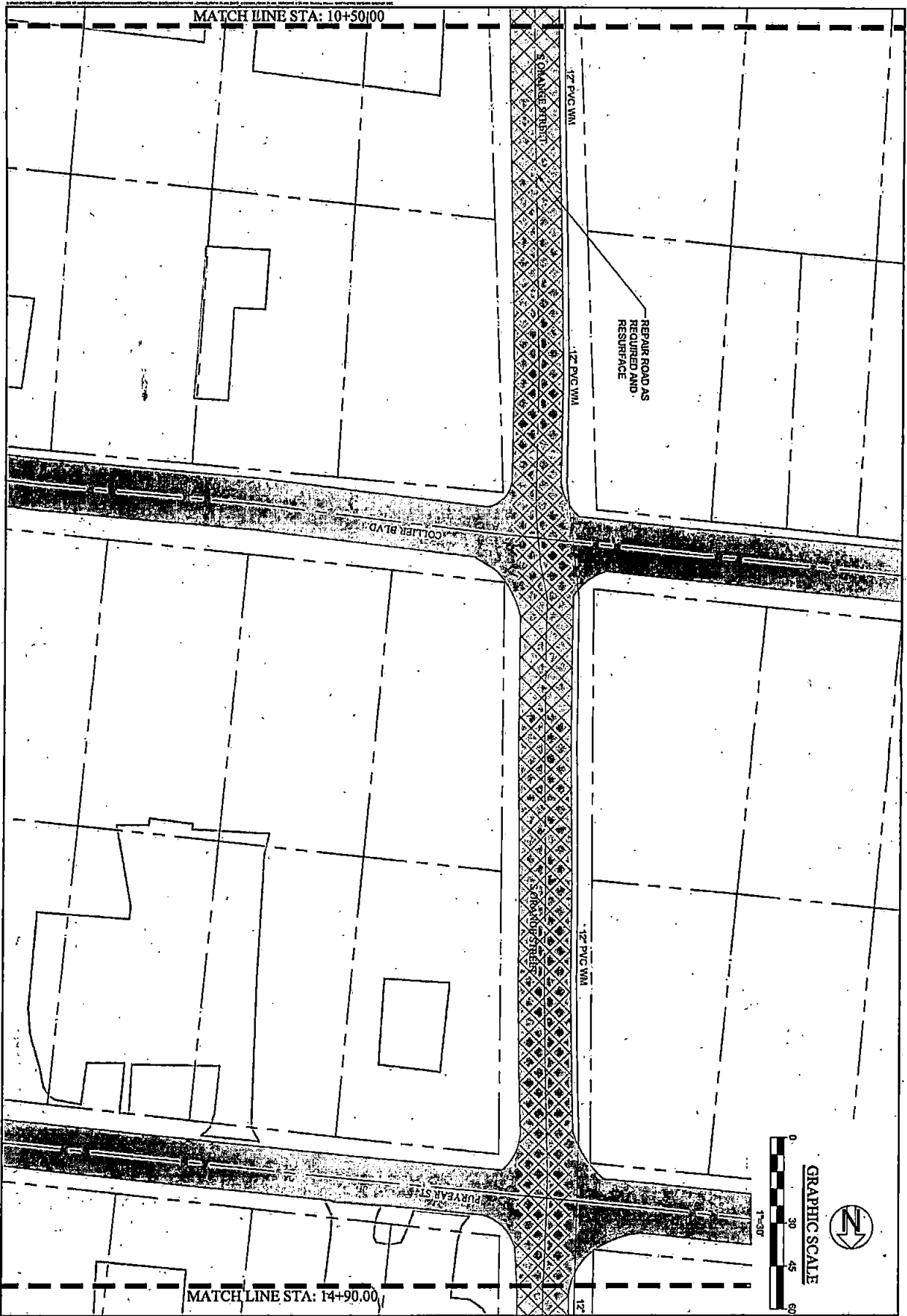
DEMOLITION PLAN
ORANGE STREET IMPROVEMENTS
 ST. JOHNS COUNTY, FLORIDA
 PREPARED FOR
 ST. JOHNS COUNTY ENGINEERING

MATTHEWS DESIGN GROUP, INC.
 E.O. BOX 3126, 7 WALDO STREET
 ST. AUGUSTINE, FLORIDA 32084
 PHONE: 904.826.1334
 FAX: 904.826.4547
 INFO@MATTHEWSDSIGN.COM

NO.	DATE	REVISIONS	DESCRIPTION
01	07-30-2018	RAM	
02	07-30-2018	DAK	
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REGISTERED ENGINEER
 SCOTTA HONNIG & P.C.
 CAPTAIN II, PE, P.E.

MATCH LINE STA: 10+50.00



REPAIR ROAD AS
REQUIRED AND
RESURFACE



MATCH LINE STA: 14+90.00

DEMOLITION PLAN ORANGE STREET IMPROVEMENTS ST. JOHNS COUNTY, FLORIDA <small>PREPARED FOR</small> ST. JOHNS COUNTY ENGINEERING	 MATTHEWS DESIGN GROUP, INC. <small>P.O. BOX 3136, 7 WALDO STREET</small> ST. AUGUSTINE, FLORIDA 32084 PHONE: 904.826.1334 FAX: 904.826.4547 INFO@MATTHEWSDESIGN.NET	<small>DATE</small> <small>NO.</small> <small>BY</small> <small>APP'D</small> <small>DATE</small>	<small>REVISIONS</small> <small>NO.</small> <small>DATE</small> <small>DESCRIPTION</small>
		<small>12/15/08</small> <small>102</small> <small>MMW</small> <small>MMW</small> <small>12/20/2010</small>	

REGISTERED ENGINEER
SCOTT A. BROWN, P.E.
CERTIFICATE NO. 12108

MATCH LINE STA: 19+00.00

REPAIR ROAD AS
REQUIRED AND
RESURFACE

MATCH LINE STA: 23+00.00



GRAPHIC SCALE



19
S

DEMOLITION PLAN
ORANGE STREET IMPROVEMENTS
 ST. JOHNS COUNTY, FLORIDA
 PREPARED FOR
 ST. JOHNS COUNTY ENGINEERING

MATTHEWS DESIGN GROUP, INC.
 P.O. BOX 3126, 1 WALDO STREET
 ST. AUGUSTINE, FLORIDA 32084
 PHONE: 904.826.1334
 FAX: 904.826.4347
 INFO@MATTHEWSDESIGN.COM



REV.	DATE	DESCRIPTION
01	05-30-2010	
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REGISTERED ENGINEER
 SCOTT A. DONLEY, P.E.
 License No. 15199

MATCH LINE STA: 23+00.00

REPAIR ROAD AS
REQUIRED AND
RESURFACE

12" PVC WM

12" PVC WM

12" PVC WM



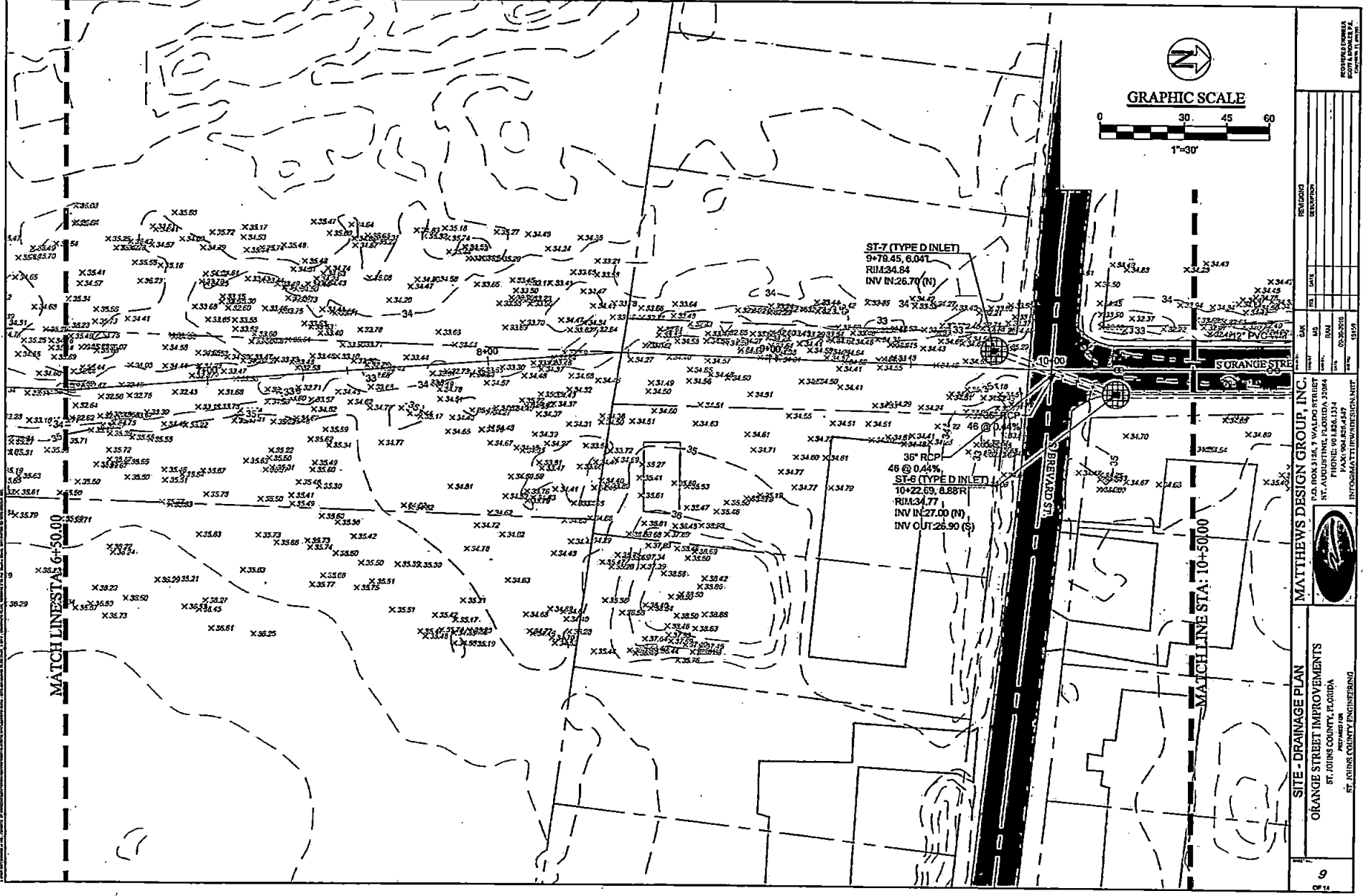
DEMOLITION PLAN
ORANGE STREET IMPROVEMENTS
ST. JOINS COUNTY, FLORIDA
PREPARED FOR
ST. JOINS COUNTY ENGINEERING

MATTHEWS DESIGN GROUP, INC.
P.O. BOX 3126, 7 WALDO STREET
ST. AUGUSTINE, FLORIDA 32084
PHONE: 904.824.1114
FAX: 904.826.4547
INFO@MATTHEWSDESIGN.COM



NO.	DATE	DESCRIPTION
01	02-28-2018	ISSUED FOR PERMITS
02	03-15-2018	ISSUED FOR CONSTRUCTION

REGISTERED ENGINEER
SCOTT A. FROST, P.E.
LICENSE NO. 11,491



MATCH LINE STA: 6+50.00

MATCH LINE STA: 10+50.00

ST-7 (TYPE D INLET)
 9+78.45, 6.04'
 RIM 24.84
 INV IN 26.70 (N)

36" RCP
 46 @ 0.44%
ST-7 (TYPE D INLET)
 RIM 34.77
 INV IN 27.00 (N)
 INV OUT 26.90 (S)

REVISIONS	DATE	BY	CHK	APP

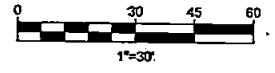
MATTHEWS DESIGN GROUP, INC.
 P.O. BOX 3343 • WALTON STREET
 ST. JOHNS COUNTY, FL 32084
 PHONE: 904.836.4547
 FAX: 904.836.4547
 INFO@MATTHEWSDSIGN.COM

SITE - DRAINAGE PLAN
ORANGE STREET IMPROVEMENTS
 ST. JOHNS COUNTY, FL 32084
 PREPARED FOR
 ST. JOHNS COUNTY ENGINEERING

ROYAL HALL ENGINEERING
 1000 N. W. 10th St.
 Ft. Lauderdale, FL 33304
 (954) 561-1234



GRAPHIC SCALE



ST-2 (TYPE C INLET)
 17+09.34, 9.02R
 RM:35.34
 INV IN:30.24 (N)
 INV OUT:30.14 (S)

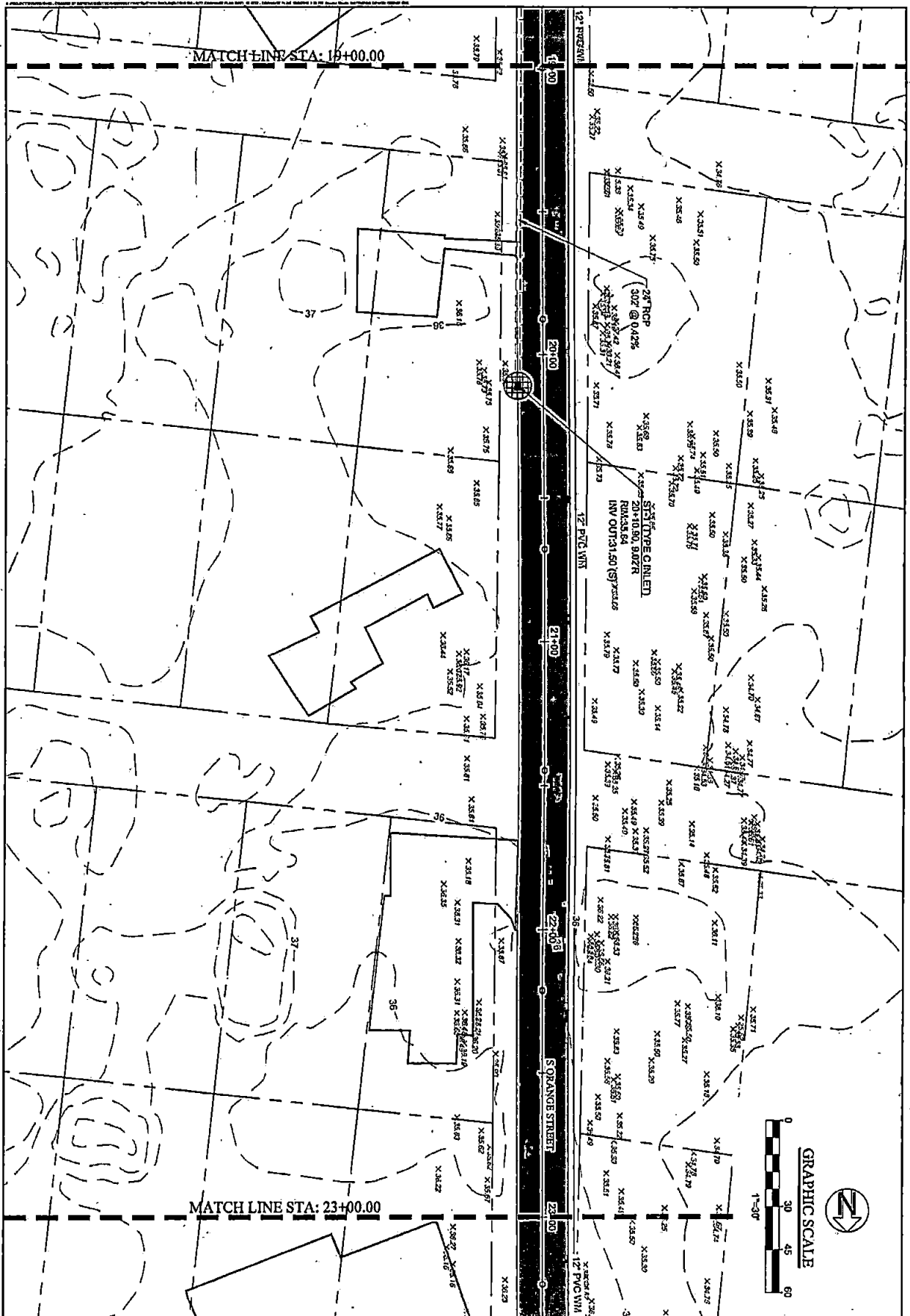
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24" RCP
 234 @ 0.40%

MATCH LINE STA: 14+90.00

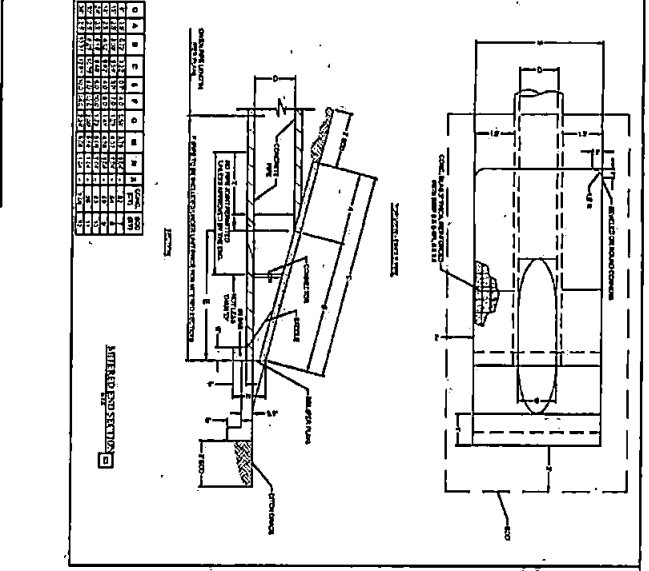
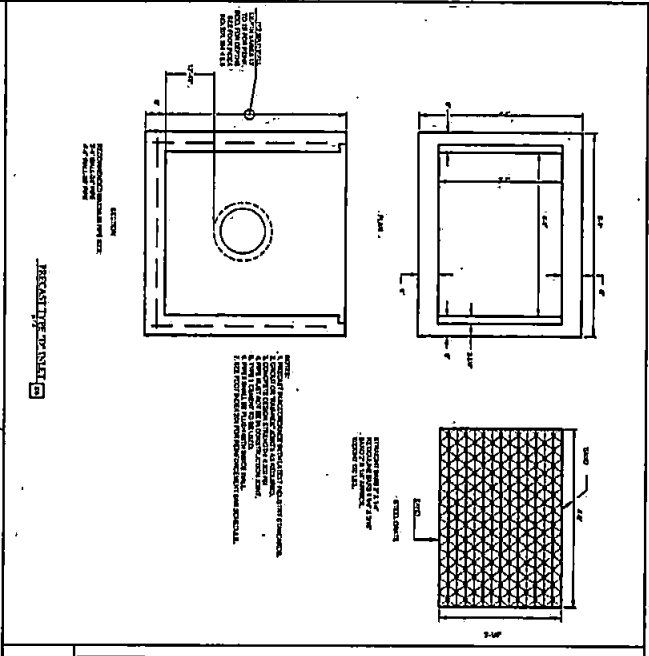
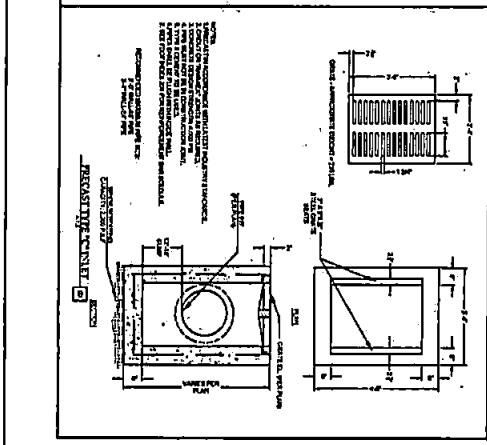
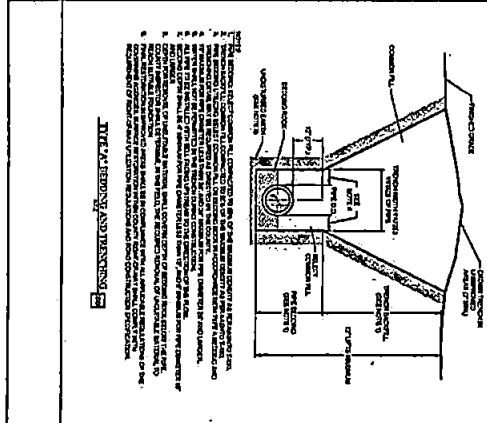
MATCH LINE STA: 19+00.00

MATTHEWS DESIGN GROUP, INC. P.O. BOX 1124 • TAMPA, FLORIDA 33604 ST. AUGUSTINE, FLORIDA 32084 PHONE: 813.824.1234 FAX: 813.824.1237 INFO@MATTHEWSDESIGN.COM	
SITE - DRAINAGE PLAN ORANGE STREET IMPROVEMENTS ST. JOHNS COUNTY, FLORIDA PROJECT NO. 11-0000000 ST. JOHNS COUNTY ENGINEERING	
DATE: 05/05/10 DRAWN BY: JRM CHECKED BY: JRM IN CHARGE: JRM PROJECT NO: 11-0000000 SHEET NO: 11/18	11 OF 18



<p>SITE - DRAINAGE PLAN</p> <p>ORANGE STREET IMPROVEMENTS</p> <p>ST. JOHNS COUNTY, FLORIDA</p> <p>PREPARED FOR ST. JOHNS COUNTY ENGINEERING</p>		<p>MATTHEWS DESIGN GROUP, INC.</p> <p>P.O. BOX 3124, 7 WALDO STREET ST. AUGUSTINE, FLORIDA 32084</p> <p>PHONE: 904.826.1334 FAX: 904.826.4247 INFO@MATTHEWSDSGROUP.COM</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION										<p>15156</p>
NO.	DATE	DESCRIPTION														

REGISTERED ENGINEER
SCOTT A. HOWLAND, P.E.
COUNCIL # 12000



CONSTRUCTION DETAILS
ORANGE STREET IMPROVEMENTS
 ST. JOHNS COUNTY
 PREPARED FOR
ST. JOHNS COUNTY ENGINEERING

MATTHEWS DESIGN GROUP, INC.
 P.O. BOX 3126, 7 WALDO STREET
 ST. AUGUSTINE, FLORIDA 32084
 PHONE: 904.826.1334
 FAX: 904.826.4547
 INFO@MATTHEWSDSGROUP.COM

NO.	DATE	DESCRIPTION
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3	04-10-2012	REVISED PER COMMENTS
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99	04-01-2020	REVISED PER COMMENTS
100	05-01-2020	REVISED PER COMMENTS

REGISTERED PROFESSIONAL ENGINEER
 STATE OF FLORIDA, P.E. NO. 12345
 EXP. 12/31/2020

St. Johns County - Purchasing

Member Name Department
 Bid Number RFQ-19-14-0-2019/AB
 Professional Engineering Services
 for Five (5) Community
 Development Block Grant -
 Bid Name Disaster Recovery (CDBG-DR)
 Transportation & Drainage
 Projects

AS OF 11/16/2018

5 Document(s) found for this bid

40 Planholder(s) found.

Supplier Name	Address 1	Address 2	City	State	Zip	Phone	Attributes
AE Engineering Inc	9180 Silver Glen Way		Lake Worth	FL	33467	5616325185	1. African American Owned 2. Hispanic Owned 3. Small Business
Aggregate Core Business Services	4433 Stonemeadow Dr		Orlando	FL	32826	4074928850	
APEX Engineers Inc	156 St.Johns Forest Blvd		Saint Johns	FL	32259	5617138977	
Applied Sciences Consulting, Inc.	1000 N. Ashley Drive	Suite 500	Tampa	FL	33602	8132280900	1. Small Business
Applied Technology & Management Inc	2201 NW 40th Terrace		Gainesville	FL	32605	3862561477	
Aptim, Inc.	4171 Essen Lane		Baton Rouge	LA	70809	9855072011	
Ayres Associates Inc.	3433 Oakwood Hills Parkway		Eau Claire	WI	54701	7158343161	
Bowman Consulting Group, Ltd.	301 SE Ocean Blvd		Stuart	FL	34994	7722831413	
CES Consultants, Inc.	14361 Commerce Way, Suite 103		Miami Lakes	FL	33016	3058272220	1. Hispanic Owned 2. Small Business
Civil Services Inc	2394 St. Johns Bluff Road, South		Jacksonville	FL	32246	9046411834	1. African American Owned
Constantine Engineering	100 Center Creek Rd	Suite 108	St. Augustine	FL	32084	9045622185	
ConstructConnect	3825 Edwards Rd	Suite 800	Cincinnati	OH	45209	8772271680	
Construction Journal, Ltd.	400 SW 7th Street		Stuart	FL	34994	8007855165	
CPH Engineers	P.O. Drawer 2808		Sanford	FL	32772-2808	4073226841	
Dodge Data	4300 Beltway Place, Ste 150		Arlington	TX	76018	4133767032	
Dredging & Marine Consultants	4643 S Clyde Morris Boulevard	Unit 302	Port Orange	FL	32129	3863046505	
DRMP, Inc.	941 Lake Baldwin Lane		Orlando	FL	32814	4078960594	
EMLAB P&K	1150 Bayhill Dr., Ste. 100		San Bruno	CA	94066	6507428116	
England, Thims & Miller, Inc.	14775 St. Augustine Road		Jacksonville	FL	32258	9046428990	
entram corp	25275 Ojibway Ct		Punta Gorda	FL	33983	9418759017	

St. Johns County - Purchasing

Member Name Department

AS OF 11/16/2018

Bid Number RFQ-19-14-0-2019/AB

Professional Engineering Services

for Five (5) Community

Development Block Grant -

Bid Name Disaster Recovery (CDBG-DR)

Transportation & Drainage

Projects

5 Document(s) found for this bid

40 Planholder(s) found.

Supplier Name	Address 1	Address 2	City	State	Zip	Phone	Attributes
GLE Associates Inc	5405 Cypress Center Drive	Suite 110	Tampa	FL	33609	8132418350	
Hanson Professional Services Inc.	1525 S. Sixth Street		Springfield	IL	62703	2177882450	
Jones Edmunds & Associates, Inc.	730 N.E. Waldo Road		Gainesville	FL	32641	3523775821	
Kisinger Campo & Associates Corp.	201 N. Franklin Street, Suite 400		Tampa	FL	33602	8138715331	1. Hispanic Owned
KT Intl Group	PO Box 14481		North Palm Beach	FL	33408	5613516894	
LAN Associates Inc.	88 Riberia Street	Suite 400	Saint Augustine	FL	32084	9048246999	
McMahon Associates, Inc.	425 Commerce Drive, Suite 200		Fort Washington	PA	19034	2152839444	
Metric Engineering, Inc.	13940 S.W. 136th Street, Suite 200		Miami	FL	33186	3052355098	1. Hispanic Owned
Mott MacDonald	220 W Garden Street	Suite 700	Pensacola	FL	32502	8504846011	
Osiris 9 Consulting	8833 Perimeter Park Blvd, Suite 201		Jacksonville	FL	32216	3523176131	
Prosser, Inc. Planners And Engineers	13901 Sutton Park Dr S	Suite 200	Jacksonville	FL	32224	9047393655	
RR Surety	1000 Moritan		Houston	TX	77064	2819021029	
S&ME, Inc.	1615 Edgewater Drive	Suite 200	Orlando	FL	32804	4079751273	
Singhofen & Associates, Inc.	11723 Orpington Sreet, Suite 100		Orlando	FL	32817	4076793001	
Stantec Consulting Services, Inc.	901 Ponce De Leon Boulevard, Suite 900		Coral Gables	FL	33134	3054452900	
STV Incorporated	5200 Belfort Road		Jacksonville	FL	32256	9042657724	
Terracon	1675 Lee Road		Winter Park	FL	32789	4077406110	
The Gibbs Group, Inc.	7400 Baymeadows Way	Suite 215	Jacksonville	FL	32256	9046800545	
Wantman Group, Inc.	2035 Vista Parkway	Suite 100	West Palm Beach	FL	33411	5616872220	
Wood Environment & Infrastructure Solutions, Inc.	2000 E Edgewood Dr. Ste. 215		Lakeland	FL	33803	8636672345	



NON-MANDATORY PRE-BID CONFERENCE

Bid No.: 19-21 19-14
Project: Professional Engineering Services for Five (5) Transportation & Drainage Projects
Date: Tuesday, November 6, 2018 **Time:** 9:00 AM
Location: St. Johns County Purchasing Department
 500 San Sebastian View, St. Augustine, FL 32084

ATTENDEES

NAME: Leigh Daniels *Leigh Daniels*
COMPANY NAME: SJC Purchasing
PHONE #: 904 209-0154 **CELL #:** ()
EMAIL: ldaniels@sjcfl.us

NAME: April Bacon *April Bacon*
COMPANY NAME: SJC Disaster Recovery/Purchasing
PHONE #: 904 209-0160 **CELL #:** ()
EMAIL: abacon@sjcfl.us

NAME: Brian Kelsay *Brian Kelsay*
COMPANY NAME: SJC Engineering/Public Works
PHONE #: 904 209-0115 **CELL #:** _____
EMAIL: bkelsay@sjcfl.us

NAME: Valerie Pacetti *Valerie Pacetti*
COMPANY NAME: SJC Engineering/Public Works
PHONE #: 904 209-0171 **CELL #:** ()
EMAIL: vpacetti@sjcfl.us

NAME: Jason Sparks *Jason Sparks*
COMPANY NAME: SJC Engineering
PHONE #: 904 209-0120 **CELL #:** ()
EMAIL: jsparks@sjcfl.us

NAME: Bruce Myrtle *Bruce Myrtle*
COMPANY NAME: James Edmunds
PHONE #: (352) 377-5821 **CELL #:** (352) 215-6027
EMAIL: bmyrtle@jamesedmunds.com

NAME: Stephanie Piagno
COMPANY NAME: Matthews Design Group
PHONE #: (904) 826-1334 **CELL #:** (407) 256-4521
EMAIL: stephanie@mdginc.com

NON-MANDATORY PRE-BID CONFERENCE



Bid No.: ~~19-24~~ 19-14
 Project: Professional Engineering Services for Five (5)
 Transportation & Drainage Projects
 Date: Tuesday, November 6, 2018 Time: 9:00 AM
 Location: St. Johns County Purchasing Department
 500 San Sebastian View, St. Augustine, FL 32084

ATTENDEES

NAME: David Fox
 COMPANY NAME: Frod. Fox Enterprises, Inc
 PHONE #: (904) 810 5183 CELL #: (904) 889-9486
 EMAIL: David.fox@frodfoxenterprises.com

NAME: Chandra Raman
 COMPANY NAME: APEX Engineers, Inc
 PHONE #: (561) 713 8977 CELL #: (561) 713 8977
 EMAIL: Chandra@apexengineersfl.com

NAME: DARYL MYERS
 COMPANY NAME: AYRES ASSOCIATES
 PHONE #: (904) 260 6288 CELL #: (904) 591 7578
 EMAIL: MYERS.D@AYRESASSOCIATES.COM

NAME: Keith Jackson
 COMPANY NAME: STV Inc.
 PHONE #: (904) 265-7724 CELL #: (904) 445-0100
 EMAIL: keith.jackson@stvinc.com

NAME: Americus Spencer
 COMPANY NAME: C&ES Consultants, Inc.
 PHONE #: (904) 652-1186 CELL #: (904) 716-6746
 EMAIL: aspencer@candesconsults.com

NAME: Clara Maggartay
 COMPANY NAME: C&ES Consultants, Inc.
 PHONE #: (904) 652-1186 CELL #: ()
 EMAIL: cmaggartay@candesconsults.com

NAME: Frank Gray
 COMPANY NAME: C&ES Consultants, Inc
 PHONE #: (904) 652-1186 CELL #: ()
 EMAIL: fgray@candesconsult.com

RICK WELCH - CONNELLY & WICKER
 904-265-3030
 welch@cmieng.com



NON-MANDATORY PRE-BID CONFERENCE

Bid No.: 19-21 19-14
Project: Professional Engineering Services for Five (5) Transportation & Drainage Projects
Date: Tuesday, November 6, 2018 Time: 9:00 AM
Location: St. Johns County Purchasing Department
500 San Sebastian View, St. Augustine, FL 32084

ATTENDEES

NAME: KYLE F. DAVIS
COMPANY NAME: BAKER DESIGN BUILD
PHONE #: (904) 356-8520 CELL #: (904) 424-6019
EMAIL: KDAVIS@BDBJAX.COM

NAME: Rocco Nasso
COMPANY NAME: CPH, Inc.
PHONE #: (407) 322-6841 CELL #: (407) 474-0692
EMAIL: Rnasso@cphcorp.com

NAME: John Starks
COMPANY NAME: Gulfstream Design Group
PHONE #: (904) 794 4231 CELL #: (904) 466 1046
EMAIL: jstark@gulfstreamdesign.com

NAME: Debra Hyde-Doak
COMPANY NAME: Gulfstream Design Group
PHONE #: (904) 794 4231 CELL #:
EMAIL: debra@gulfstreamdesign.com

NAME: Dawn Davis
COMPANY NAME: CES CONSULTING
PHONE #: (904) 652-1166 CELL #: (904) 305-7651
EMAIL: ddavis@cesconsults.com

NAME: Wade Ozerski
COMPANY NAME: CPH
PHONE #: (904) 332-8999 CELL #: (904) 707-6780
EMAIL: wadeo@cphcorp.com

NAME: Walter Nemeruk
COMPANY NAME: OSIRIS 9 Consulting
PHONE #: (904) CELL #: (904) 233-3847
EMAIL: Walter.nemeruk@osiris9.com

Jay Brawley
St. Johns County 904.209-0116
jbrawley@sjcfl.us



**ST. JOHNS COUNTY
BOARD OF COUNTY COMMISSIONERS**

**RFQ NO: 19-14
REQUEST FOR QUALIFICATIONS**

**PROFESSIONAL ENGINEERING SERVICES
FOR FIVE (5) CDBG-DR
TRANSPORTATION & DRAINAGE PROJECTS**

St. Johns County Purchasing Department

500 San Sebastian View

St. Augustine FL 32084

904-209-0150

www.sjcfl.us/Purchasing/Index.aspx

FINAL 10/17/18

REQUEST FOR QUALIFICATIONS (RFQ) NO: 19-14
PROFESSIONAL ENGINEERING SERVICES
FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

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PART VI:	EVALUATION AND AWARD EVALUATOR'S SCORE SHEET
PART VII:	FORMS AND ATTACHMENTS
PART VIII:	SEALED RFQ MAILING LABEL
PART IX:	EXHIBITS (<i>SEPARATE ATTACHMENTS</i>) EXHIBIT A – CDBG-DR REQUIRED PROVISIONS EXHIBIT B – SUB-RECIPIENT AGREEMENT EXHIBIT C – STATE'S ACTION PLAN

ST. JOHNS COUNTY, FL – REQUEST FOR QUALIFICATIONS (RFQ) NO: 19-14
PROFESSIONAL ENGINEERING SERVICES FOR
FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

PART I: ADVERTISEMENT

Notice is hereby given that St. Johns County, FL is soliciting responses for **RFQ No: 19-14; Professional Engineering Services for Five (5) CDBG-DR Transportation & Drainage Projects**. Interested and qualified respondents may submit RFQ Packages, according to the requirements described herein, to the St. Johns County Purchasing Department. **All RFQ Packages are due by or before 4:00 P.M. (EST) on Thursday, November 29, 2018.** Any packages delivered to or received after the 4:00 P.M. deadline will not be considered and shall be returned unopened to the addressee.

The U.S. Department of Housing and Urban Development has awarded Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to Florida Department of Economic Development for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 et seq.) and described in the State of Florida Action Plan for Disaster Recovery. St. Johns County has entered into an agreement with Florida Department of Economic Opportunity (agreement # H2338) to administer these disaster recovery funds.

In accordance with Florida Statutes, Section 287.055 Consultant's Competitive Negotiation Act (CCNA) St. Johns County is soliciting sealed RFQ packages from qualified firms to provide Professional Engineering Services for Five (5) CDBG-DR Transportation & Drainage Projects which are supported by U.S Department of Housing and Urban Development (HUD) programs such as Community Development Block Grant – Disaster Recovery (CDBG-DR). Recent weather events have severely impacted existing transportation and drainage infrastructure; resulting in accelerated deterioration of assets. St. Johns County has, at this time, identified transportation and drainage projects at five (5) countywide locations which will be the focus of this RFQ; those locations are: Armstrong Road, South Orange Street, Oyster Creek Basin, Avenue D, and St. Augustine Boulevard & Cypress Road. All submitted qualifications shall be for principal consultant and may include all sub-consultants.

There will be a **Non-Mandatory** Pre-RFQ Conference on **Tuesday, November 6, 2018** at 9:00 AM at the St. Johns County Administration Building, 500 San Sebastian View, St. Augustine FL 32084, in the Aviles Conference Room. Attendance at the pre-RFQ conference is **not** required in order to submit a bid, but is highly recommended to ensure sufficient understanding of the project requirements.

RFQ Packages are available for downloading from *Onvia Demandstar, Inc.*, at their website www.demandstar.com, or by calling 800-711-1712 and requesting Document #19-14. Vendors registered with Demandstar may download most packages at no cost from the website. Download fees may apply to vendors not registered on the website. Packages are also available from the SJC Purchasing Department. When making a request provide the full company name, full company address, company phone number, primary contact and email address.

Any and all **questions** or requests for information relating to this Request for Qualifications shall be **submitted in writing** by or before close of business (**5:00 P.M.**) on **Tuesday, November 13, 2018**.

Designated Point of Contact: April Bacon, Disaster Recovery Procurement Coordinator
SJC Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
Email: abacon@sjcfl.us

If the above representative is absent, or unavailable for three (3) or more business days, interested firms may direct questions or inquiries to Leigh Daniels, CPPB Procurement Supervisor, at ldaniels@sjcfl.us.

Interested firms shall not contact, lobby, or otherwise communicate with any St. Johns County staff member, including any member of the Board of County Commissioners, except the above referenced individual from the point of advertisement of the solicitation, until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC Policy, any such communication shall result in disqualification from consideration for award of a contract for these services.

RFQ Packages **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **RFQ No: 19-14; Professional Engineering Services for Five (5) CDBG-DR Transportation & Drainage Projects.** Each package submitted must have the respondent's name and mailing address marked plainly on the outside of the envelope/container. Each package shall consist of one (1) hard-copy original document, and one (1) exact electronic PDF copy on a USB Drive, which shall include all required documents and any supplemental information. In the event of a discrepancy between the submitted original hard-copy and the electronic copy, the hard-copy original will supersede.

Deliver or Ship RFQ Packages to: St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084

Any respondent, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of Qualifications or Request for Qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in St. Johns County's Purchasing Manual.

All of the terms and conditions of the County's Purchasing Manual are incorporated by reference and are fully binding.

The St. Johns County Board of County Commissioners reserves the right to reject any or all qualifications, waive minor formalities or award to/negotiate with the firm whose Qualifications best serves the interest of St. Johns County.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
HUNTER S. CONRAD, CLERK

BY: _____
Deputy Clerk

PART II: INTRODUCTION

A. BACKGROUND

St. Johns County is soliciting sealed RFQ packages from qualified firms to provide Professional Engineering Services for Five (5) CDBG-DR Transportation & Drainage Projects which are supported by U.S Department of Housing and Urban Development (HUD) programs such as Community Development Block Grant – Disaster Recovery (CDBG-DR). Recent weather events have severely impacted existing transportation and drainage infrastructure; resulting in accelerated deterioration of assets. St. Johns County has, at this time, identified transportation and drainage projects at five (5) countywide locations which will be the focus of this RFQ; those locations are: Armstrong Road, South Orange Street, Oyster Creek Basin, Avenue D, and St. Augustine Boulevard & Cypress Road.

St. Johns County will use CDBG-DR funds to principally benefit low- and moderate-income persons in a manner that ensures that at least seventy percent (70%) of the grant amount awarded is expended for activities that benefit such persons. Funds will be used for: sustaining transportation and drainage system assets and addressing/improving infrastructure impacted by inclement weather conditions in the most impacted and distressed areas.

B. OBJECTIVES

The selected Consultant will:

- Be capable of providing St. Johns County Public Works' with complete engineering services for their CDBG-DR projects including, but not limited to, engineering design, permitting, preparation of technical specifications, construction management/administration through to project close-out, as well as any "as needed" engineering services pertaining to the five (5) projects; while ensuring proper execution and compliance with Federal, State, and Local rules, regulations, and CDBG-DR program intent.
 - Projects encompass multiple roadway and drainage improvement projects which are at various stages of design, permitting, and construction.
- Ensure all project documentation conforms to CDBG-DR recordkeeping requirements.
- Successfully complete assigned projects under-budget and within contractual time limitations.

C. TENTATIVE SCHEDULE OF EVENTS

The County proposes the tentative schedule of events provided below for this Request for Qualifications (RFQ), and subsequent award of contract(s). This schedule is for planning purposes only, and is subject to change, without notice, based upon the County's needs.

Advertisement of Request for Qualifications	Wednesday, October 17, 2018
Pre-RFQ Conference (Non-Mandatory)	Tuesday, November 6, 2018
Deadline for Bid Questions	5:00 P.M. EST, Tuesday, November 13, 2018
Issuance of Final Addendum	Tuesday, November 20, 2018
Qualification Package Submission Deadline	4:00 P.M. EST, Thursday, November 29, 2018
Evaluation of Submitted RFQ Packages	Thursday, December 13, 2018
Presentation of Award Recommendation to SJC BOCC	Tuesday, January 15, 2019
Issuance of Notices of Award & Contracts	Wednesday, January 30, 2019

D. DUE DATE & LOCATION

Packages submitted in response to this Request for Qualifications must be delivered to, and received by the SJC Purchasing Department by or before **4:00 P.M. on Thursday, November 29, 2018**. Any packages received after this deadline will be deemed unresponsive, and shall be returned to the addressee unopened.

RFQ Packages shall be delivered to: St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084

E. PRE-BID MEETING

There will be a **Non-Mandatory** Pre-Bid Meeting on Tuesday, November 6, 2018 at 9:00 AM at the St. Johns County Administration Building, 500 San Sebastian View, St. Augustine FL 32084, in the Aviles Conference Room. Attendance is **not** required at the Pre-Bid Conference in order to be eligible to submit a bid for this project, but it is highly recommended in order to ensure sufficient understanding of project requirements.

F. DESIGNATED POINT OF CONTACT

Any and all questions or requests for information relating to this RFQ shall be directed, **in writing**, to the following Designated Point of Contact: April Bacon, Disaster Recovery Procurement Coordinator at abacon@sjcfl.us.

In the event the Designate Point of Contact, provided above, is absent or unavailable for more than three (3) business days, interested firms may contact Leigh Daniels, CPPB Procurement Supervisor, at ldaniels@sjcfl.us.

Interested firms **SHALL NOT** contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFQ as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". All inquiries will be routed to the appropriate staff member for response. Any such communication shall result in disqualification from consideration for award of a contract for these services.

G. SUBMITTAL OF QUESTIONS/INQUIRIES

Any and all questions and/or inquiries related to this RFQ, shall be directed, in writing, to the Designated Point of Contact as provided above, by or before five o'clock (**5:00 P.M.**) EST on **Tuesday, November 13, 2018**. Any questions received after this deadline will not be addressed or clarified by the County, unless it is determined to be in the best interest of the County to do so. The County reserves the right to extend the deadline for RFQ submission in order to clarify or answer questions as necessary to serve the best interest of the County.

H. ADDENDA

Any and all clarifications, answers to questions, or changes to this RFQ shall be provided through a County issued Addendum, posted on www.demandstar.com. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the County to any requirements, terms or conditions not stated herein.

All copies of acknowledged addenda, if applicable, must be submitted in **Section 8: Administrative Information**.

The County shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the due date for Qualifications. Any addenda issued after this date, shall be for material, necessary clarifications to the Request for Qualifications.

I. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Federal, State and Local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting firm shall be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of the work.

J. PUBLIC RECORDS

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and Chapter 286 Freedom of Information Act, and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Qualification and the responses thereto are public record. Proposers should identify specifically any information contained in their qualifications which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Failure to identify confidential and/or proprietary information prior to submission of the Qualification may result in such information being subject to release if requested in a public records request.

K. SOLICITATION POSTPONEMENT / CANCELLATION

The County may, at its sole and absolute discretion, postpone, cancel, or re-advertise, at any time, this solicitation process for any reason, as determined by County Staff, in order to best serve the interests of St. Johns County.

- Assist County staff throughout the construction of the project, Including, but not limited to, attending the pre-construction meeting, submittal/shop drawing review, responding to Requests for Information (RFI) throughout the construction period, periodic site visits to verify compliance with design documents, attendance at project progress meetings, project inspection(s) to certify Substantial Completion, generation and/or monitoring of punch list items to ensure Final Completion/Acceptance within the project schedule, verification and approval of as-built drawings, and completion and submission of all permits and/or certifications required by the project.
- Provide engineering Services During Construction (SDC) when requested.
- Provide process of contract monitoring, and ensure contractors adhere to deliverables, schedules, and rates.
- Satisfy all Federal, State, and Local agency CDBG-DR program requirements and provide adequate documentation.
- Identify and communicate risks that may preclude the County's ability to optimize reimbursement.
- Status Reporting: Develop and provide weekly status updating to include a Plan of Action and Milestones (POA&M) for each project.
- Attend all public presentations and meetings associated with each project; along with County staff, and the County's designated CDBG-DR program workgroup.
- Consultant's leadership recognizes the value of the County's time and anticipates attending an executive level meeting once a month to maintain executive level engagement and support (status report) and attend additional executive level conferences as requested by the County.

PART IV: CONTRACT REQUIREMENTS

A. CONTRACT AGREEMENT & TERM

The intent of this RFQ is to select the number one ranked firm through the evaluation process and to award a contract upon successful negotiations to that firm. It is anticipated the County will issue a professional services contract for a period of four (4) calendar years, which may be renewed for up to two (2), one (1) year renewal periods providing that: satisfactory performance has been maintained by the Consultant, there is availability of appropriated funds, and that the County has a continued need for the services.

It is expressly understood that the Board of County Commissioner's (Board's) preference/selection of any qualifications does not constitute an award of a Contract Agreement with the County. It is anticipated that subsequent to the Board's preference/selection of any qualifications, contract negotiations will follow between the County and the selected respondent. It is further expressly understood that no contractual relationship exists with the County until a contract has been executed by both the County and the selected respondent. The County reserves the right to delete, add to, or modify one or more components of the selected respondent's qualifications in order to accommodate changed or evolving circumstances that the County may have encountered since the issuance of the RFQ.

B. Task Orders

Projects awarded under this Contract shall be authorized by a Task Order, which shall be executed by the Consultant and St. Johns County. Task Orders shall be issued by the SJC Purchasing Department, as approved by the Administrator, or his authorized designee. The Task Order shall not be considered effective until executed by the County Administrator, or authorized designee, as required per the SJC Purchasing Code.

Each Task Order shall include, at a minimum, the following information:

- Master Contract Name & Number
- Consultant Name & Address
- Task Order Number
- Project Name

- Detailed Description of Scope of Work
- Total Project Cost Proposal with Supporting Pricing Sheets and Invoices
- Schedule for Completion
- Any and all specific terms and conditions associated with the project

a. Change Orders

Any and all changes to any project being performed under a Task Order, which effect the scope, cost, or time of the project shall be authorized through a Contract Change Order. Changes requested by the Consultant shall be stated in a written proposal to the County for approval. The County reserves the right to reject any changes requested by the Consultant. Changes must be approved by the Project Manager, and the Purchasing Manager, or an authorized designee prior to the Change Order being issued and/or executed. No additional or alternate work shall be performed by the Consultant until receipt of a fully executed Change Order.

C. CONTRACT PERFORMANCE

At any point in time during the term of the Contract with the awarded Consultant, County Staff may review records of performance to ensure that the Consultant is continuing to provide sufficient financial support, equipment and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that a Consultant no longer possesses the financial support, equipment and organization which would have been necessary during the RFQ evaluation period in order to comply with this demonstration of competency section.

D. TERMINATION

Failure on the part of the Consultant to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Consultant fails to perform any aspect of the responsibilities described herein, St. Johns County shall provide written notification stating any and all items of non-compliance. The Consultant shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action, as approved by the County, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving seven (7) consecutive calendar days written notice to the Consultant.

In addition to the above, the County may terminate the Contract Agreement at any time, without cause, upon thirty (30) days written notice to the Consultant.

E. GOVERNING LAWS & REGULATIONS

It shall be the responsibility of the Consultant to perform all work in accordance with 2 CFR 200 requirements (Exhibit A), any additional grant requirements, and comply with any and all federal, state, and local laws, ordinances, rules and regulations as provided herein and any others that are relevant and applicable to the services to be performed, under the awarded Contract. The Contract Agreement shall be governed by the laws of the State of Florida and the County both as to interpretation and to performance.

F. LICENSES, PERMITS & FEES

The Consultant shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the work described herein throughout the duration of the Contract. Payment of any fees or fines resulting in the lack of permits, licenses or certifications shall be the sole responsibility of the Consultant.

G. INSURANCE REQUIREMENTS

The Respondent shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Respondent shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Respondent has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Respondent of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The Respondent shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Respondent from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Respondent or by anyone directly employed by or contracting with the Respondent.

The Respondent shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Respondent shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Respondent from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Respondent or by anyone directly or indirectly employed by a Respondent.

The Respondent shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Respondent shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

H. INDEMNIFICATION

To the fullest extent permitted by law, the Respondent shall indemnify and hold harmless St. Johns County, Florida, and employees from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Consultant, a Sub-consultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this Paragraph by an employee of the Consultant, a Sub-consultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant or a Sub-Consultant under workers' compensation acts, disability benefits acts or other employee benefit acts.

I. SUB-CONSULTANTS

If the Consultant elects to sub-contract with any firm, for any portion of the work, the Consultant shall be responsible for all work performed by any sub-contract and the Consultant shall not be relieved of any obligations under this Contract.

At any time, the County may, at its discretion, require any Consultant to submit all relevant data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed sub-Consultants to furnish and perform the work proposed.

Prior to the award of the Contract, the County will notify the Consultant in writing if the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The Consultant then may, at his option, withdraw his RFQ Package, or submit an acceptable substitute at no increase in price. If the Consultant fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may disqualify the Consultant, at no cost to the County.

The County reserves the right to disqualify any Consultant, Consultant, Sub-Consultant, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Sub-Consultants and other persons and organizations proposed by the Consultant and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County.

In an emergency declaration, it is the intent of the County to ensure that Disadvantaged Business or Small Business Enterprise (DBE/SBE), Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) have equal opportunity to receive and participate in Federal assisted contracts and also uphold the following standards:

- To ensure nondiscrimination in the award and administration of Federal assisted contracts;
- To create a level playing field on which DBEs can compete fairly for Federal assisted contracts;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- To help remove barriers to the participation of DBEs in Federal assisted contract; and
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

If the consultant is not a DBE/MBE/WBE firm the consultant entering into an agreement for this project must meet the following criteria:

1. Achieve DBE/MBE/WBE participation by using DBE/MBE/WBE Sub-consultants **OR**
2. If unable to utilize DBE/MBE/WBE certified sub-consultants, must be able to submit documentation detailing the Good Faith Efforts made in utilization of potential DBE/MBE/WBE sub-consultants.

The Section 3 program of the Housing and Urban Development (HUD) Act of 1968 requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. Section 3 is a provision of the HUD Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency.

If the consultant is not a Section 3 firm the consultant entering into an agreement for this project must make Good Faith Efforts to utilize Section 3 sub-consultants; by visiting the following website and obtaining a current list of Section 3 business enterprises in the closest metropolitan area available:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchBusiness>

PART V: REQUEST FOR QUALIFICATIONS SUBMITTAL INSTRUCTIONS & FORMAT

A. RESPONDENTS RESPONSIBILITIES

Respondents are responsible for any and all costs associated with developing and submitting a RFQ Package in response to this Request for Qualifications. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the County. It is expressly understood, no Respondent may seek or claim any award and/or re-imbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFQ process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All submitted Request for Qualification Packages received in response to this RFQ shall become the property of St. Johns County and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of St. Johns County.

Each Respondent, by submitting a Request for Qualification Package in response to this RFQ, hereby agrees to comply with, and perform in accordance with any and all policies and procedures provided in the SJC Purchasing Manual, the County Administrative Code, and any and all other local, state, and federal rules, regulations, laws, codes and ordinances throughout the solicitation and contract term.

By submitting a Request for Qualification Package, each Respondent certifies that the proposer has fully read and understands any and all instructions in the RFQ, and has full knowledge of the scope, nature, and quality of work to be performed, and certifies that the Respondent agrees to perform in accordance with any and all policies and procedures

provided in the SJC Purchasing Manual and County Administrative Code, and all other local, state and federal rules, regulations, laws, codes and ordinances throughout the solicitation and subsequent contract term.

All submitted Request for Qualification Packages submitted shall be binding for not less than one hundred twenty (120) consecutive calendar days following the submittal due date.

B. TRADE SECRETS

All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret". If the office of department receives a public records request for a document or information that is marked and certified as a trade secret, the office or department shall promptly notify the person that certified the document as a trade secret.

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit of Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposed documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

C. CONFLICT OF INTEREST

Respondents must certify that they presently have no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of required services as provided herein. Respondents must certify that no person having any interest shall be employed for the performance of any of the required services as provided herein.

Respondents are required to disclose to the County any and all potential conflicts of interest for any prospective business association, interest or circumstance, the nature of work the Respondent may undertake and request an opinion from the County, whether such association, interest, or circumstance constitutes a conflict of interest.

D. USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Respondent may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

E. DETERMINATION OF RESPONSIVENESS

The County shall make a determination for each respondent, as to the responsiveness of the submitted RFQ Package to the requirements provided herein. Any respondent who is not responsive to the requirements of this RFQ may be determined non-responsive, and may be removed from consideration by the Evaluation Committee. Only those respondents who are fully responsive to the requirements herein will be evaluated for consideration of award.

The County reserves the right to waive any minor formality or irregularity in any submitted RFQ Package. However, any missing information or document(s) that are material to the purpose of the RFQ shall not be waived as a minor formality.

F. RFQ PACKAGE SUBMITTAL INSTRUCTIONS:

The RFQ Package format must sufficiently address and demonstrate all required components, follow the order of sections described below, and are not to exceed one hundred (100) pages. The aim of the required format is to simplify the preparation and evaluation of the RFQ Packages.

RFQ Packages **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **RFQ 19-14; PROFESSIONAL ENGINEERING SERVICES FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS**. Each package submitted must have the respondent's name and mailing address marked plainly on the outside of the envelope/container. Each package shall consist of **one (1) hard-copy original document, and one (1) exact electronic PDF copy on a USB Drive**, which shall include all required documents and any supplemental information. In the event of a discrepancy between the submitted original hard-copy and the electronic copy, the hard-copy original will supersede.

Each Respondent shall submit a list of proposed sub-Consultants (if applicable) to be used if awarded the contract. Each Respondent must provide a list of sub-consultants, under Section 3: Qualifications and Experience, and attach a copy

of any and all licenses and certificates and complete Attachment I, for each sub-consultant listed and submit with each copy of the RFQ Package. If sub-consultants are to be included in the Qualifications, all terms and conditions must be disclosed including method and reason for selection, sub-consultants compensation, and sub-consultants billing rate.

At the County's request, provide all internal sub-consultant documentation for federal reimbursement review. If no sub-consultants are proposed, so state there on.

RFQ Packages shall be mailed or hand-delivered to:

St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084

RFQ Packages must be submitted, in the format provided herein, by or before four o'clock (4:00 P.M.) EST on **Thursday, November 29, 2018.**

St. Johns County Purchasing will not accept any RFQ Packages that are not submitted in the manner described above. Any unsealed, unlabeled, or otherwise incomplete packages may be rejected. Respondents are not permitted to deliver packages to any County Department or County Employee other than the Purchasing Department, as provided herein. Any packages delivered to any County Staff other than the Purchasing Department shall be disqualified.

Any packages received after the deadline as provided above, shall not be provided to the Evaluation Committee for review, and shall be returned to the sender, unopened.

All RFQ Packages must include the following components:

<u>Section</u>	<u>Topic</u>
1	RFQ Cover Page
2	Cover Letter
3	Company and Staff Qualifications
4	Related Experience
5	Project Approach
6	Quality and Schedule Control
7	Socioeconomic Business Enterprise
8	Administrative Information

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is recommended that qualifications be organized in the manner specified as follows:

Section 1: RFQ Cover Page (Complete and Submit)

Section 2: Cover Letter

Respondent shall provide a cover letter, not exceeding two (2) pages, which is signed by an officer of the firm who is responsible for committing the firm's resources.

The cover letter should provide the following:

- Respondent's name, primary contact name, business address, phone number, fax number and e-mail address;
- Name and title of the individual with responsibility for the response and to whom matters regarding this RFQ should be directed;
- A brief statement of the respondent's understanding of the services required and qualifications to provide Management of CDBG-DR for Hurricane Projects & Programs;
- A brief company background statement to include, but not limited to, years in business, corporate structure, professional affiliations, and capability of meeting deadlines;
- A brief description of the policies, procedures, and practices respondents have in place to provide for the physical and electronic security of our data centers and other sites where government information will be hosted, accessed, or maintained;
- Identify the primary contact for this contract,
- Such other information as the respondent deems appropriate;

Section 3: Company and Staff Qualifications

In this section, respondent shall demonstrate the qualifications of company, staff, and any proposed sub-consultant who may perform any aspect of the scope of services provided herein. In addition, respondent shall provide a brief summary of the overall capabilities of staff and any proposed sub-consultants relative to Professional Engineering Services for Five (5) CDBG-DR Transportation & Drainage Projects as outlined in the scope of work. Consultants and/or Sub-Consultants that possess staff and company qualifications in multiple disciplines should provide documentation of all qualifications for each discipline in this section.

- Provide key personnel that may perform work under the award of this contract
- Provide an Organization Chart
- Include a one (1) page resume for each key personnel
- List of Proposed Sub-Consultants (Attachment I)
- Proper and valid licensing to conduct business in the State of Florida
- Current Applicable Department of Professional Regulation License(s)
- Current Applicable Certification(s)

Section 4: Related Experience

In this section, respondent shall provide evidence of performance related to the Scope of Requested Services. Consultants and/or Sub-Consultants that possess experience in multiple disciplines should provide documentation of all qualifications for each discipline in the section. In addition, respondents will need to describe any prior engagements in which respondent and/or respondent's sub-consultants assisted a governmental entity in dealings with HUD\CDBG\CDBG-DR Review requirements.

Respondents shall demonstrate a minimum of three (3) years of experience in providing professional engineering services for transportation and drainage projects; and demonstrate an expert level understanding in working with HUD\CDBG\CDBG-DR.

Section 5: Project Approach

In this section, the Respondent shall provide comprehensive narrative statements that outline the project approach and methodology intended to be employed illustrating how the methodology will serve to accomplish the project goals and objectives. Respondents are encouraged to think outside of normal processes and procedures for delivering the project quicker and less expensive to the County.

Capacity- Provide a detailed description demonstrating the consultants' capacity to handle the needs stated in this RFQ; in addition to any current/future workloads. Consultant shall describe how it intends to integrate staff and maintain presence with the County during the duration of the contract.

Section 6: Quality and Schedule Control

In this section, the respondent shall provide a written narrative of the firm's project management methods to establish, monitor, and track quality control methods; including coordination of sub-consultants and the ability to meet schedules in a timely manner.

Project Schedule and Timeline- Provide a fully defined, resource loaded, leveled project schedule/timeline; with all of the tasks and associated effort to deliver the scope of services.

Section 7: Socioeconomic Business Enterprise

Provide current copy of certificate of MBE/WBE/DBE.

This section has an evaluation value of five (5) points. Respondents will receive the maximum score of five (5) if they provide a current MBE/WBE/DBE certification, a score of zero (0) points if they do not have any certification(s), and a score of two and one half (2.5) points for sub-consultant's MBE/WBE/DBE certification.

Section 8: Administrative Information

Please include the following:

- Proof of Insurance including limits
- Drug Free Work Place Form (Complete and Submit)
- RFQ Affidavit (Complete and submit)
- RFQ Affidavit of Solvency (Complete and Submit)
- Conflict of Interest Disclosure Form (Complete and Submit)
- Claims/Liens/Litigation History (Complete and Submit)
- Equal Opportunity Report Statement (Complete and Submit)
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Primary Covered Transactions (Complete and Submit)
- Certification Regarding Lobbying (Complete and Submit)
- Certification of Non-segregated Facilities (Complete and Submit)
- Non-Collusion Certification (Complete and Submit)
- Acknowledged Addenda

PART VI: EVALUATION AND AWARD

A. RECOMMENDATION FOR AWARD

Recommendation shall be made to the Board of County Commissioners by County Staff to enter into negotiations with the highest ranked firm as determined by the evaluation committee, with the intention of coming to agreement over terms, conditions, and pricing in order to award a Contract for the services described herein.

B. PROTEST PROCEDURES

Any respondent adversely affected by an intended decision, or by any term, condition, or procedure or specification with respect to this Request for Qualification, shall file, with the SJC Purchasing Department a written Notice of Protest, no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting, either electronically, or by other means, of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The full protest procedures may be obtained from the SJC Purchasing Department, and are included in St. Johns County's Purchasing Manual. All terms and conditions of the County's Purchasing Manual are incorporated into this Request for Qualification by reference, and are fully binding.

C. EVALUATION OF RESPONSES

All properly submitted Qualification Packages that are determined to be responsive to the requirements of this RFQ, shall be evaluated by an Evaluation Committee of no less than five (5) representatives. Each Evaluation Committee Team Member will receive a set of all of the submitted Request for Qualification Packages submitted, and an electronic copy of the RFQ document with all issued Addenda, an Evaluator's Score Sheet and an Evaluator's Narrative Sheet. Evaluators shall review and score the submitted, responsive, Request for Qualification Packages individually, with no interaction or communication with any other individual. Evaluators' scores shall be announced at the public Evaluation Meeting.

County Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the County prior to recommending approval of award to the St. Johns County Board of County Commissioners.

The St. Johns County Board of County Commissioners reserves the right to reject any or all qualifications, waive minor formalities or award to/negotiate with the firm whose qualifications best serves the interest of the County.

D. EVALUATION CRITERIA

The intent of this RFQ is to qualify Respondents based on the Respondent's qualifications using the evaluation criteria below. Responses will be scored based on the criteria herein. The County intends to select the highest ranking firm as deemed necessary in order to accomplish the goals and objectives established by the County. Only the firm qualified through this RFQ process and approved by the St. Johns County Board of County Commissioners will be invited to

negotiate a contract. Any qualified firm desiring to provide the required services in any of the listed areas should submit a letter of interest and the documents requested herein. All submittals of qualifications shall be for principal consultant and may include all sub-consultants. Submittals are to be made for the discipline(s) listed in this RFQ. Selection(s) are at the sole discretion of the County.

Evaluation of the responses to this RFQ will comply with the specific criteria as follows:

<u>Evaluation Criteria:</u>	<u>Maximum Points per Evaluator:</u>
1. Company and Staff Qualifications	30
2. Related Experience	20
3. Project Approach	30
4. Quality and Schedule Control	10
5. Quality of Submittal	5
6. Socioeconomic Business Enterprise	<u>5</u>
Total Maximum Points Possible: 100	

ATTACHMENT K

RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES
FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
2. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; 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 for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
4. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Respondent certifies that it shall perform a debarment verification on any subcontractor, sub-consultant, material supplier or vendor, that it proposes to contract with to perform any work under this RFQ, and shall not enter into any transaction with any sub-Contractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by St. Johns County.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

ATTACHMENT L

RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES
FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS

BYRD ANTI-LOBBYING COMPLIANCE AND
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000). The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 9-26-16 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

REQUEST FOR QUALIFICATION PACKAGE CHECKLIST

**RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES
FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS**


SECTION	ATTACHMENT NAME	CHECK BOX	ST. JOHNS COUNTY USE
Section 1	RFQ Cover Page		
Section 2	Cover Letter		
Section 3	Company and Staff Qualifications		
	List of Proposed Sub-Consultants (if applicable)(Attachment I)		
	Proper and Valid Licensing for conducting business in State of FL		
	Current Applicable Department of Regulation License(s)		
	Current Applicable Certification(s)		
Section 4	Related Experience		
Section 5	Project Approach		
Section 6	Quality and Schedule Control		
Section 7	Socioeconomic Business Enterprise		
Section 8	Administrative Information (include the following):		
	Proof of Insurance with Limits		
	Drug Free Work Place Form		
	RFQ Affidavit		
	RFQ Affidavit of Solvency		
	Conflict of Interest Disclosure Form		
	Claims/Liens/Litigation History		
	Equal Opportunity Report Statement		
	Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Primary Covered Transactions		
	Certification Regarding Lobbying		
	Certification of Non-segregated Facilities		
	Non-Collusion Certification		
	Acknowledged Addenda		

PART IX: SEALED RFQ MAILING LABEL

**RFQ NO: 19-14; PROFESSIONAL ENGINEERING SERVICES
FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS**

**Cut along the outer border and affix this label
to your sealed bid envelope to identify it as a
"Sealed RFQ"**

SEALED RFQ • DO NOT OPEN	
SEALED RFQ NO.:	RFQ 19-14;
RFQ TITLE:	PROFESSIONAL ENGINEERING SERVICES FOR FIVE (5) CDBG-DR TRANSPORTATION & DRAINAGE PROJECTS
DUE DATE/TIME:	By 4:00 P.M. – November 29, 2018
SUBMITTED BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Dept. ATTN: April Bacon, Disaster Recovery Procurement Coordinator 500 San Sebastian View St St. Augustine FL 32084



- c. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- d. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act.

- a. This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.
- b. As provided in 40 U.S.C. § 3702, and as supplemented by Department of Labor regulations (29 C.F.R. Part 5), the contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- c. The requirements of 40 U.S.C. § 3704, as supplemented by 29 C.F.R. Part 5, shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- d. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- e. In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of \$10 for each calendar day on which such

individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.

- f. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.
- g. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (c) through (f) of this section.

5. Compliance With Clean Air Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided through Community Development Block Grant Disaster Recovery funds.

6. Compliance with Federal Water Pollution Control Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided through Community Development Block Grant Disaster Recovery funds.

7. Debarment and Suspension.

- a. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to the state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

9. Procurement of Recovered Materials.

a. In the performance of this contract, the contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery Act. The contractor shall make maximum use of products containing recovered materials that are EPA- designated items, as set forth in 40 C.F.R. Part 247, Subpart B, unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

b. The requirements of this section apply to the purchase or acquisition of any procurement item where the purchase price of the item exceeds \$10,000 or where the quantity of such item or of any functionally equivalent item purchased or acquired in the course of the previous fiscal year is \$10,000 or more.

10. Section 3 Clause.

a. The work to be performed under this agreement is a project assisted under a program providing direct federal financial assistance from the U.S. Department of Housing and Urban Development (HUD) and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities to low- and very low-income persons residing in the metropolitan area in which the project is located.

b. The parties to this agreement agree to comply with the requirements of 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this agreement, the parties certify that they are under no impediment what would prevent them from complying with these requirements.

c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advertising the contractor's commitments under this Section 3 clause. The contractor shall post copies of this notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each position, and the anticipated date the work shall begin.

d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with the regulations set forth in 24 C.F.R. Part 135 and agrees to take appropriate action, as provided in the applicable provision of the subcontract, or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations set forth in 24 C.F.R. Part 135. The contractor shall

not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.

f. Noncompliance with the regulations set forth in 24 C.F.R. part 135 may result in sanctions, termination of this agreement for default, and debarment or suspension from future HUD-assisted contracts.

g. With respect to work performed in connection with Section 3-covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this agreement. Section 7(6) requires that to the greatest extent feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

11. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that this contract is funded entirely or in part by Community Development Block Grant Disaster Recovery funds. The contractor will comply will all applicable federal law, regulations, executive orders, and Department of Housing and Urban Development policies, procedures, and directives, including, but not limited to:

- a. The Housing and Community Development Act of 1974, as amended;
- b. Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155), as amended;
- c. Section 18 of the Small Business Act (14A U.S.C. § 647), as amended;
- d. 44 C.F.R. § 206.191 (Duplication of Benefit), as amended;
- e. Federal Register, Vol. 76, No. 221, November 16, 2011 (76 FR 71060): Clarification of Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees;
- f. Public Law 114-223: Continuing Appropriations Act, 2017;

- g. Public Law 114-254: Further Continuing and Security Assistance Appropriations Act, 2017;
- h. HUD Federal Register Notice published at 81 FR 83254 dated November 21, 2016;
- i. HUD Federal Register Notice published at 82 FR 5591 dated January 18, 2017; and
- j. HUD Federal Register Notice published at 82 FR 36812 dated August 7, 2017.

12. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

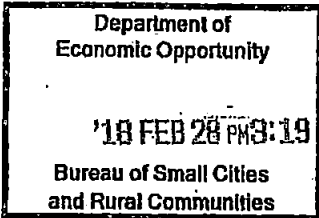
13. Fraud and False or Fraudulent or Related Acts.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Exhibit C

DEO Agreement No.: H2338

State of Florida
Department of Economic Opportunity



Res 2018-58

Federally-Funded
Community Development Block Grant
Disaster Recovery (CDBG-DR) Program Subgrant Agreement

THIS AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as "DEO"), and St. Johns County, Florida, hereinafter referred to as the "Subrecipient" (each individually a "Party" and collectively "the Parties").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to Public Law (P.L.) 114-254, the "Further Continuing and Security Assistance Appropriations Act, 2017" and P.L. 115-31, the "Consolidated Appropriations Act, 2017, (hereinafter jointly referred to as the "Appropriation Acts"), and the "Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees", 81 Fed. Reg. 224 (November 21, 2016); 82 Fed. Reg. 11 (January 18, 2017); and 82 Fed. Reg. 150 (August 7, 2017) (hereinafter collectively referred to as the "Federal Register Guidance"), the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") has awarded Community Development Block Grant Disaster Recovery (CDBG-DR) funds to DEO for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 *et seq.*) and described in the State of Florida Action Plan for Disaster Recovery (hereinafter referred to as the "Action Plan"). DEO is hereinafter referred to from time to time as "Grantee".

WHEREAS, CDBG-DR funds made available for use by the Subrecipient under this Agreement constitute a subaward of the Grantee's Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations, and the terms and conditions of DEO's Federal award.

WHEREAS, the Subrecipient has legal authority to enter into this Agreement pursuant to Subrecipient's adoption by its governing body of the Resolution 2018-58 [insert resolution, motion, or similar action] dated 2/20/18 authorizing the Subrecipient to enter into this Agreement with DEO. By signing this Agreement, Subrecipient represents and warrants to DEO that it will comply with all the requirements of the subaward described herein.

WHEREAS, the aggregate use of CDBG-DR funds shall principally benefit low- and moderate-income persons in a manner that ensures at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons.

NOW THEREFORE, DEO and the Subrecipient agree to the following:

- (1) **Scope of Work.** The Scope of Work for this Agreement includes Attachment A, Project Description and Deliverables. With respect to Attachment B Project Budget and Attachment C Activity Work Plan, Subrecipient shall submit to DEO such Attachments in conformity with the current examples attached hereto

as necessary and appropriate; Provided, further, that if there is a disagreement between the Parties with respect to the formatting and contents of such attachments, then DEO's decisions with respect to same shall prevail, at DEO's sole and absolute discretion.

(2) **Incorporation of Laws, Rules, Regulations, and Policies.** The Subrecipient agrees to abide by all applicable State and Federal laws, rules, and regulations, including but not necessarily limited to, the Federal laws and regulations set forth at 24 CFR 570.

(3) **Period of Agreement.** This Agreement begins upon execution by both Parties (the "Effective Date") and ends sixty (60) months after execution by DEO, unless otherwise terminated as provided in this Agreement. DEO shall not grant any extension of this Agreement unless the Subrecipient provides justification satisfactory to DEO in its sole discretion, and DEO's Director of the Division of Community Development approves such extension.

(4) **Modification of Agreement.** Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Subrecipient, constitutes a request to negotiate the terms of this Agreement and DEO may accept or reject any proposed modification based on DEO's determination and sole and absolute discretion, that any such acceptance or rejection is in the State's best interest.

(5) **Records.**

(a) The Subrecipient's performance under this Agreement shall be subject to 2 C.F.R. part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of the Subrecipient's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Subrecipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Subrecipient will provide to DEO all necessary and appropriate financial and compliance audits in accordance with Paragraph (6) titled "Audit Requirements" and Attachments J and K herein, and ensure that all related party transactions are disclosed to the auditor.

(e) The Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors, and consultants paid from funds under this Agreement, for a period of six (6) years from the date DEO issues the final closeout (as defined in Rule 73C-23.0031(18), F.A.C.) for this award. The Subrecipient shall also comply with the provisions of 24 CFR 570.502(a)(7)(ii). The Subrecipient shall further ensure that audit working papers are available upon request for a period of six (6) years from the date DEO issues the final closeout of this Agreement, unless extended in writing by DEO. The six-year period may be extended for the following reasons:

1. Litigation, claim or audit initiated before the six-year period expires extends beyond the six-year period, in which case 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 \$1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.

3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

(f) The Subrecipient shall maintain all records and supporting documentation for the Subrecipient and for all subrecipients, contractors, subcontractors, and consultants 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 Scope of Work and all other applicable laws and regulations.

(g) The Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) the Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects, or programs. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, in Subparagraph (21)(e), Repayments.

(h) The Subrecipient, including all of its employees or agents, subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(i) The Subrecipient shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

(6) Audit Requirements

(a) The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. part 200 if it expends seven hundred fifty thousand dollars (\$750,000) or more in Federal awards from all sources during its fiscal year.

(b) Within sixty (60) calendar days of the close of the fiscal year, on an annual basis, the Subrecipient shall electronically submit a completed Audit Compliance Certification, a blank version of which is attached hereto as Attachment K, to audit@deo.myflorida.com. The Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Subrecipient. This form is in addition to the Audit Certification Memo, Form SC-47, that must be sent to DEO if an audit is not required because the local government spent less than seven hundred fifty thousand dollars (\$750,000) in Federal funds during the fiscal year.

(c) In addition to the submission requirements listed in Attachment J titled "Audit Requirements", the Subrecipient shall send an electronic copy of its audit report or an Audit Certification Memo, Form SC-47, to DEO's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-DR subgrant. The forms referenced in this Agreement are available online at www.FloridaJobs.org/CDBGRecipientInfo or upon request from DEO's grant manager for this Agreement. (d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 CFR 200.512, when such provisions are applicable to this Agreement.

(7) **Reports.** The Subrecipient shall provide DEO with all reports and information set forth in Attachment H titled "Reports". The monthly reports and administrative closeout reports must include the current status and progress of the Subrecipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement. Upon request by DEO, the

Subrecipient shall provide additional program updates or information. If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are properly completed, or DEO may take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

(8) Inspections and Monitoring

(a) The Subrecipient shall permit the Grantee and auditors to have access to the Subrecipient's records and financial statements as necessary for the Grantee to meet the requirements of 2 C.F.R. part 200.

(b) The Subrecipient must submit to monitoring of its activities by the Grantee as necessary to ensure that the subaward is used for authorized purposes in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

(c) This review must include: (1) reviewing financial and performance reports required by the Grantee; (2) following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the Grantee as detected through audits, on-site reviews, and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from the Grantee as required by 2 C.F.R. §200.521.

(d) Corrective Actions:

The Grantee may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Grantee may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the pass-through entity as detected through audits, on-site reviews, and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance, or provide training and technical assistance as needed to correct noncompliance.

(9) Duplication of Benefits. The Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Acts. The Subrecipient must comply with HUD's requirements for duplication of benefits, imposed by the Federal Register Guidance. The Subrecipient shall carry out the activities under this Agreement in compliance with DEO's procedures to prevent duplication of benefits

(10) Liability.

(a) If the Subrecipient is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) The Subrecipient further agrees to assume sole responsibility, training, and oversight of the parties it deals with or employs to carry out the terms of this Agreement and, to the extent set forth in Section 768.28, Florida Statutes, shall hold DEO harmless against all claims of whatever nature by third parties arising from the work and services performed under this Agreement. Nothing herein shall be construed as consent by the Subrecipient to be sued by third parties in any matter arising out of any agreement, subrecipient agreement, contract, or subcontract

(c) If the Subrecipient is a state agency or subdivision, as defined in section 768.28, F.S., then the Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against DEO, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. 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 agreement, subrecipient agreement, contract, or subcontract.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by DEO or the Subrecipient.

(11) **Events of Default.** If any of the following events occur ("Events of Default"), DEO may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (12) Remedies, or pursue any remedy at law or in equity, without limitation:

(a) Any warranty or representation is made by the Subrecipient, in this Agreement, or any previous agreement with DEO, is or becomes false or misleading in any respect, or if the Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with DEO, and/or has not cured them in timely fashion, and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;

(b) Any material adverse change occurs in the financial condition of the Subrecipient at any time during the term of this Agreement and the Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by DEO;

(c) The Subrecipient fails to submit any required report, or submits any required report with incorrect, incomplete, or insufficient information, or fails to submit additional information as requested by DEO;

(d) The Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including attending DEO's Implementation Workshop.

The Parties agree that in the event DEO elects to may make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.

(e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Subrecipient believes is excusable under this paragraph, Subrecipient shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs

and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

(12) Remedies. If an Event of Default occurs, DEO shall provide thirty (30) calendar days written notice to the Subrecipient and if the Subrecipient fails to cure within those thirty (30) calendar days DEO may choose to exercise one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement upon twenty-four (24) hour written notice by DEO sent in conformity with Paragraph (16) Notice and Contact;
- (b) Begin any 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) Demand that the Subrecipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule, or regulation governing the use of the funds; and
- (e) Exercise any corrective or remedial actions, including but not limited to:
 - 1. Requesting additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
 - 2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
 - 3. Advising the Subrecipient to suspend, discontinue, or refrain from incurring costs for any activities in question.

Pursuit of any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement, or failure by DEO to require strict performance does not affect, extend, or waive any other right or remedy available or affect the later exercise of the same right or remedy by DEO for any other default by the Subrecipient.

(13) Dispute Resolution. DEO shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same on the Subrecipient. All decisions are final and conclusive unless the Subrecipient files a petition for administrative hearing with DEO within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in chapter 120, F.S., is an absolute condition precedent to the Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in chapter 120, F.S..

(14) Citizen Complaints. The goal of the State is to provide an opportunity to resolve complaints in a timely manner, usually within fifteen (15) business days as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines, and websites will include details on the right to file a complaint or appeal, and the process for filing a complaint or beginning an appeal.

Applicants are allowed to appeal program decisions related to one of the following activities:

- (a) A program eligibility determination;
- (b) A program assistance award calculation; and
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal through the Disaster Recovery email at CDBG-DR@deo.myflorida.com or submit by postal mail to the following address:

Attention: Chief, Community Disaster Recovery
Florida Department of Economic Opportunity
107 East Madison Street
The Caldwell Building, MSC 160 Tallahassee, Florida 32399

DEO will handle citizen complaints by conducting:

- (a) Investigations as necessary;
- (b) Resolution; or
- (c) Follow-up actions.

If the complainant is not satisfied by the Subrecipient's determination or DEO's response, then the complainant may file a written appeal by following the instructions issued in the letter of response. If at the conclusion of the appeals process the complainant has not been satisfied with the response, a formal complaint may then be addressed directly to the regional Department of Housing and Urban Development (HUD) at:

Department of Housing & Urban Development
Charles E. Bennett Federal Building
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

The Florida Disaster Recovery Program operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

(15) Termination.

- (a) DEO may suspend or terminate this Agreement for cause upon twenty-four (24) hour written notice, from the date notice is sent by DEO. Cause includes, but is not limited to the Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives, or laws; failure, for any reason, to timely and/or properly perform any of the Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect; and refusal to permit public access to any document, paper, letter, or other material subject to disclosure under law, including chapter 119, F.S., as amended. The aforementioned reasons for Termination are listed in the immediately preceding sentence for illustration purposes but are not limiting DEO's sole and absolute discretion with respect to DEO's right to terminate this Agreement. In the event of suspension or termination, the Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.
- (b) DEO may unilaterally terminate this Agreement, in whole or in part, for convenience by providing the Subrecipient fourteen (14) days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the

portion of the award which will not accomplish the purpose for which the award was made. The Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, the Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

- (c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.
- (d) In the event that this Agreement is terminated, the Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date the Subrecipient has received the notification of termination. The Subrecipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after the Subrecipient's receipt of the termination notice. The Subrecipient shall not be relieved of liability to DEO because of any breach of the Agreement by the Subrecipient. DEO may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due DEO from the Subrecipient is determined.
- (e) Upon expiration or termination of this Agreement the Subrecipient shall transfer to DEO any CDBG-DR funds on hand at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-DR funds.
- (f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to the subrecipient in the form of a loan) in excess of \$25,000 must either:
 - 1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
 - 2. If not used to meet a national objective, Subrecipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for the acquisition or improvement of the property, for five years after expiration or termination of this Agreement.
- (g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(16) Notice and Contact.

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

Robin Grantham, Government Operations Consultant II
CDBG-Disaster Recovery Program
Department of Economic Opportunity
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508
Telephone: (850) 717-8426 – Fax: (850) 922-5609
Email: Robin.Grantham@deo.myflorida.com

- (c) The name and address of the Local Government Project Contact for this Agreement is:

Joseph Giammanco
St. Johns County Board of County Commissioners
500 San Sebastian View

St. Augustine, Florida, 32084
Telephone: (904) 209-0152 - Fax: (904) 209-0153
Email: jgiammanco@sjcfl.us

(d) If 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 stated in (16) above.

(17) **Contracts.** If the Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract template, and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to DEO for prior written approval. For each contract, the Subrecipient shall report to DEO as to whether that contractor, or any subcontractors hired by the contractor, is a minority vendor, as defined in section 288.703, F.S. The Subrecipient shall comply with the procurement standards in 2 C.F.R. §200.318 - §200.326 when procuring property and services under this Agreement (refer to Attachment D).

The Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

- (a) the period of performance or date of completion;
- (b) the performance requirements;
- (c) that the contractor is bound by the terms of this Agreement;
- (d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
- (e) that the contractor shall hold DEO and the Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
- (f) the obligation of the Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 C.F.R. 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, and performance bonds, if applicable, and liquidated damages.

The Subrecipient must ensure all contracts and agreements clearly state the period of performance or date of completion and incorporate performance requirements.

The Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this Agreement.

(18) **Terms and Conditions.** This Agreement contains all the terms and conditions agreed upon by the Parties.

(19) **Attachments.**

- (a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- (b) This Agreement contains the following attachments:
 - Attachment A – Project Description and Deliverables
 - Attachment B – Project Budget (Example)
 - Attachment C – Activity Work Plan (Example)

Attachment D – Program and Special Conditions
Attachment E – *[Intentionally Deleted]*
Attachment F – State and Federal Statutes, Regulations, and Policies
Attachment G – Civil Rights Compliance
Attachment H – Reports
Attachment I – Warranties and Representations
Attachment J – Audit Requirements
 Exhibit 1 to Attachment J – Funding Sources
Attachment K – Audit Compliance Certification
Attachment L – eCDBG Access Authorization Form

(20) Funding/Consideration.

(a) The funding for this Agreement shall not exceed \$45,837,520 subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature, and subject to any modification in accordance with chapter 216 F.S., or the Florida Constitution.

(b) DEO will provide funds to the Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, the Subrecipient agrees to comply with all terms, conditions, assurances, restrictions, or other instructions listed in the NFA.

(c) By execution of this Agreement, the Subrecipient certifies that necessary written administrative procedures, processes, and fiscal controls are in place for the operation of its CDBG-DR program for which the Subrecipient receives funding from DEO. These written administrative procedures, processes, and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance, and the terms of this Agreement. The Subrecipient agrees to comply with all the terms and conditions of Attachment D titled "Program and Special Conditions".

(d) The Subrecipient shall expend funds only for allowable costs and eligible activities, and in accordance with the Scope of Work.

(e) The Subrecipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Subrecipient set forth on the eCDBG Access Authorization Form, Attachment L, to this Agreement, must approve the submission of each Request for Funds ("RFF") on behalf of the Subrecipient.

(f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG funds.

(g) 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 Budget, the Florida Legislature, the State Chief Financial Officer, or under Subparagraph (20)(i), Mandated Conditions, of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate and the Recipient shall submit its administrative closeout report and subgrant agreement closeout package within thirty (30) calendar days from receipt of notice from DEO.

(h) The Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by the Subrecipient. The Subrecipient shall send an employee or an elected official representative to DEO's Implementation Workshop in order to receive training and/or information pertaining to the practical implementation of this Agreement. DEO shall reimburse the travel costs of the representative in accordance with section 112.061, F.S..

(21) Repayments.

(a) The Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. The Subrecipient shall ensure that its subrecipients, contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

(b) In accordance with section 215.971, F.S., the Subrecipient shall refund to DEO any unobligated funds which have been advanced or paid to the Subrecipient.

(c) The Subrecipient shall refund to DEO any funds paid in excess of the amount to which the Subrecipient or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.

(d) The Subrecipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 C.F.R. § 570.483 (b), (c) and (d); provided, however, the Subrecipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines the Subrecipient is at fault for the ineligibility of the activity in question.

(e) The Subrecipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Subrecipient, within thirty (30) calendar days from Subrecipient's receipt of notification of such non-compliance.

(f) In accordance with section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Subrecipient shall pay to DEO a service fee of \$15.00, or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity
Community Development Block Grant Programs Cashier
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

(22) Mandated Conditions.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient with respect to this Agreement, in this Agreement, in any later submission or response to a DEO request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated herein by reference.

(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. The Parties explicitly waive any right to jury trial.

(c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from, and shall not invalidate, any other provision of this Agreement.

(d) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

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

(f) The Subrecipient shall comply with all applicable local, state, and federal laws, including the Americans With Disabilities Act of 1990, as amended; the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C.

§ 12101 *et seq.*) and , which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services, and telecommunications.

(f) Pursuant to section 287.133(2)(a), F.S., a person or affiliate, as defined in section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(g) Pursuant to section 287.134(2)(a), F.S., an entity or affiliate, as defined in section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 any public entity; and may not transact business with any public entity. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(h) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(i) Any bills for travel expenses shall be submitted and reimbursed in accordance with section 112.061, F.S., the rules promulgated thereunder, and 2 C.F.R. § 200.474.

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

(k) The Subrecipient hereby acknowledges that the Subrecipient is subject to Florida's Government in the Sunshine Law (section 286.011, F.S.) with respect to the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. The Subrecipient hereby agrees that all such aforementioned 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, F.S..

(l) The Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(23) Lobbying Prohibition.

(a) No funds or other resources received from DEO 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 Subrecipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid, by or on behalf of the Subrecipient, 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 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 any Federal grant, contract, loan or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LTL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. The Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Paragraph (22), above. 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 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

(24) 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 Subrecipient to the State of Florida.

(a) If the Subrecipient has a pre-existing patent or copyright, the Subrecipient 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 Subrecipient shall refer the discovery or invention to DBO 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 Subrecipient shall notify DBO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Subrecipient to the State of Florida.

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

(25) Legal Authorization.

(a) The Subrecipient 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 Subrecipient certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement. DBO may, at its discretion, request documentation evidencing the undersigned has authority to bind the Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) The Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation, or any other legal or financial condition that would in any way prohibit, restrain, or diminish the Subrecipient's ability to satisfy its Agreement obligations. The Subrecipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(26) Public Record Responsibilities.

(a) In addition to the Subrecipient's responsibility to directly respond to each request it receives for records in conjunction with this Agreement and to provide the applicable public records in response to such request, the Subrecipient shall notify DEO of the receipt and content of all such requests by sending an email to PRRequest@deo.myflorida.com within one (1) business day from receipt of the request.

(b) The Subrecipient shall keep and maintain public records required by DEO to perform the Subrecipient's responsibilities hereunder. The Subrecipient shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by chapter 119, F.S., or as otherwise provided by law. The Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by the Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, section 24(a) of the Florida Constitution and section 119.07(1), F.S. For records made or received by the Subrecipient in conjunction with this Agreement, the Subrecipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. For all such requests for records that are public records, as public records are defined in section 119.011, F.S., the Subrecipient shall be responsible for providing such public records per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by the Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, the Subrecipient is a "contractor" as defined in section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), the Subrecipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement, or keep and maintain public records required by DEO to perform the service. If the Subrecipient-contractor transfers all public records to the public agency upon completion of the Agreement, the Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, the Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with chapters 119 and 257, F.S. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify the Subrecipient-contractor of the request as soon as practicable, and the Subrecipient-contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If the Subrecipient-contractor does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Subrecipient-contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.

(f) The Subrecipient shall notify DEO verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in the Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. The Subrecipient shall cooperate with

DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession, or otherwise protect the State's rights and the data subject's privacy.

(g) The Subrecipient acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents the Subrecipient submits to DEO under this Agreement constitute public records under Florida Statutes. The Subrecipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.

(h) If the Subrecipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by the Subrecipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as the Subrecipient's waiver of a claim of exemption. The Subrecipient shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Subrecipient-contractor does not transfer the records to DEO upon completion, including termination, of the Agreement.

(i) IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

(j) To the extent allowable by law, the Subrecipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, contractors, and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the Subrecipient, its agents, employees, partners, subrecipients, contractors, or subcontractors, provided, however, that the Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but the not obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

(l) The Subrecipient shall comply with the requirements set forth in section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. The Subrecipient shall amend each of the Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part

with any public funds. DEO may terminate this Agreement if the Subrecipient does not comply with this provision.

(27) Employment Eligibility Verification.

(a) Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require the Subrecipient to:

1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subrecipient during the Agreement term; and,

2. Include in all contracts under this Agreement the requirement that contractors, subcontractors, consultants and subrecipients performing work or providing services pursuant to this Agreement use the E-Verify system to verify the employment eligibility of all new employees hired by the contractors, subcontractors, consultants and subrecipients during the term of the contract.

(b) The Department of Homeland Security's E-Verify system can be found at:

<http://www.uscis.gov/e-verify>

(c) If the Subrecipient does not have an E-Verify MOU in effect, the Subrecipient must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

(28) Program Income.

(a) The Subrecipient shall report to DEO all program income (as defined at 24 C.F.R. § 570.500(a) or in the Federal Register Guidance governing the CDBG-DR funds) generated by activities carried out with CDBG-DR funds made available under this Agreement as part of the Subrecipient's Quarterly Progress Report, Form SC-65. The Subrecipient shall use program income in accordance with the applicable requirements of 2 C.F.R. part 200, 24 C.F.R. part 570.504, F.S., chapter 73C-23.0051, F.A.C., and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to DEO. Program income generated prior to closeout shall be returned to DEO unless the program income is used to fund additional units of CDBG-DR activities, specified in a modification to this Agreement, and duly executed prior to administrative closeout.

(29) National Objectives

All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG program's National Objectives.

The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

- (a) Projects must primarily address unmet housing needs;
- (b) Projects must primarily serve LMI populations; and
- (c) Projects for infrastructure must support LMI housing.

(30) Independent Contractor.

a) In the Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that the Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment

relationship between DEO and the Subrecipient, its employees, subcontractors, or agents. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

(b) The Subrecipient, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida.

(c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. DEO shall not be responsible to hire, supervise, or pay Subrecipient's employees. Neither the Subrecipient, nor its officers, agents, employees, subcontractors, or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) The Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer, or partner of the State of Florida.

(e) Unless justified by the Subrecipient, and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to the Subrecipient or its subcontractor or assignee.

(f) DEO shall not be responsible for withholding taxes with respect to the Subrecipient's use of funds under this Agreement. The Subrecipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Subrecipient shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) The Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

(h) Notwithstanding the provisions of Paragraph (20) (h) herein with respect to DEO's Implementation Workshop, DEO shall not provide any training to Subrecipient, its employees, assigns, agents, representatives or subcontractors in the professional skills necessary to perform the work services required by the Agreement.

State of Florida
Department of Economic Opportunity
Federally Funded Subgrant Agreement
Signature Page

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and in the attachments and exhibits hereto, the Parties have caused this Agreement to be executed by their duly authorized undersigned officials on the day, month, and year last written below.

St. Johns County, Florida

Florida Department of Economic Opportunity

By: [Signature]
(Authorized Signatory)

Date: 2-23-18

By: [Signature]
(Authorized Signatory)

Date: 3-1-18

Name: Michael D. Wanchick

Name: Julie A. Dennis CHRIS PEARL

Title: County Administrator

Title: Director, Division of Community Development CHIEF OF STAFF

Federal Tax ID#: 596000825-008

DUNS#: 073236739

LEGALLY SUFFICIENT

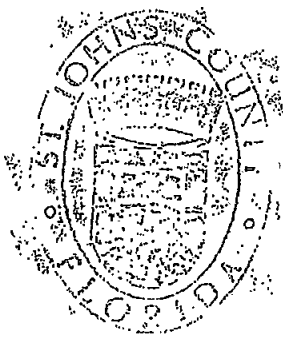
[Signature]
Name
Date: 2/23/18

Approved as to form and legal sufficiency,
subject only to the full and proper execution
by the Parties

Office of the General Counsel
Department of Economic Opportunity

By: [Signature]

Approved Date: 3/1/18



ST JOHNS COUNTY

MAR 06 '18

PURCHASING

Attachment A – Project Description and Deliverables

I. Project Description

The U.S. Department of Housing and Urban Development (HUD) allocated Community Development Block Grant Disaster Recovery (CDBG-DR) funds to the State of Florida to be distributed in the Federal Emergency Management Agency (FEMA) declared counties impacted by Hurricanes Hermine and Matthew for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 et seq.) and described in the State of Florida Action Plan for Disaster Recovery.

St. Johns County will use CDBG-DR funds to principally benefit low- and moderate-income persons in a manner that ensures that at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons. Funds will be used for economic revitalization and infrastructure activities, and identify how any remaining unmet housing needs will be addressed or how its economic revitalization and infrastructure activities will contribute to the long-term recovery and restoration of housing in the most impacted and distressed areas.

St. Johns County will conduct all program design and implementation services necessary to mobilize and launch its production implementation systems to support programs and projects to help people, properties and communities recover from storm related damage due to Hurricanes Hermine and/or Matthew. St. Johns County will offer a range of services including, a Housing Program, Public Facilities Program and Infrastructure Program.

A. Housing Program

1. Homeowner Services Project

St. Johns County will mobilize and launch a Homeowner Services Project to help owner-occupants of one (1) to four (4) unit residential properties recover from storm related damage due to Hurricanes Hermine and/or Matthew. The range of services offered includes the following range of eligible CDBG DR activities:

- a. Repair and Elevation;
- b. Reconstruction of properties that were substantially damaged from the storm and where repair is no longer cost reasonable;
- c. Replacement of Manufactured Houses that were substantially damaged from the storm and where repair is no longer cost reasonable;
- d. Temporary Relocation of homeowners (and if necessary tenants) while repairs or reconstruction is completed, in compliance with the Uniform Relocation Act (URA);
- e. Mortgage Payment Assistance to help homeowners in financial distress minimize their exposure to foreclosure and reduce the risk of homelessness due to the storm; and
- f. Buyout and Acquisition for Redevelopment Pilot Programs.

St. Johns County estimates the Homeowner Services Project will meet the Low- and Moderate-Income National Objective by serving at least 70% LMI households. The 30% balance served will meet the Urgent Need National Objective.

2. State Road 207 Supportive Housing Initiative PUD Rental Housing Project

St. Johns County will invest CDBG-DR funds to develop up to 80 units of new construction rental housing serving people who earn low-income in the Supportive Housing Initiative Planned Unit Development (SHI

PUD) located at a 13.53-acre site accessed directly from State Road 207. The project will meet the LMI household National Objective. The eligible activity is Housing Construction.

B. Public Facilities Program: State Road 207 Unified Service Center

St. Johns County will invest CDBG-DR funds to develop an integrated social services public facility serving Low and Moderate-Income Vulnerable Populations such as those experiencing homelessness and/or at risk of homelessness in St. Johns County. The Unified Service Center will be developed in the Supportive Housing Initiative Planned Unit Development (SHI PUD) located at a 13.53-acre site accessed directly from State Road 207. The PUD calls for a mixed-use campus style development construction of two (2) separate buildings for social services delivery and offices which will include a large open space that can serve as an Emergency Shelter for larger at-risk populations during dangerous storms or inclement weather as well as five (5) residential apartment buildings for up to 80 units, with associated parking, sidewalks, park and open space areas and storm water ponds.

The Unified Services Center will include administrative and supportive services, including, but not limited to, kitchen/cafeteria facilities, offices, meetings rooms, temporary emergency shelter, and medical and social service space related to the project mission, such as food pantry, medical clinic, dental clinic, and similar uses that may be provided to serve the planned permanent supportive housing and population that may require such services. The open space of the kitchen/cafeteria area can convert to temporary emergency shelter for the larger at-risk community in St. Johns County during dangerous storms or inclement weather.

C. Infrastructure Program

1. Infrastructure Recovery Program. St. Johns County will mobilize and launch an Infrastructure Recovery Program to assist in the recovery from storm related damage due to Hurricanes Hermine and/or Matthew.

a. The range of services offered shall include:

1. Roadway Reconstruction/Repair – Reconstructing/repairing of County roadway substantially damaged from the storm.
2. Storm-sewer conveyance capacity improvements – Increasing the capacity of existing storm-sewer infrastructure (culverts) that were inadequate based on flooding during the storm event.
3. Storm water and drainage improvements – Increasing the capacity of existing storm water and drainage infrastructure that was inadequate based on flooding during the storm event. This includes construction of new storm water ponds and/or storm water pump systems.
4. Replacement of sanitary sewer pipes – Replacement of gravity sanitary sewer pipes damaged during the storm event.
5. In-place repair sanitary sewer pipes – In-place repair via sliplining/waterproofing of gravity sanitary sewer pipes that were damaged during the storm event.
6. Sanitary Sewer Pump Stations – Repair of sanitary sewer pump stations damaged during the storm event.

b. The schedule of projects for Tranche #1 of the CDBG Disaster Recovery Subrecipient Agreement between Florida DEO and St. Johns County includes:

1. Armstrong Drainage
2. Hastings Phase I Sewer
3. Hastings Phase II Sewer
4. N. Rodriguez Drainage

5. Orange St Drainage
6. Avenue D Drainage
7. St. Augustine - Lake Maria Sanchez HMGP Match Drainage
8. St. Augustine Blvd & Cypress Rd Drainage

II. St. Johns County Responsibilities

St. Johns County shall complete the following tasks:

A. CDBG-DR Program Design and Implementation

St. Johns County will conduct the program design and implementation services necessary to mobilize and launch its production implementation systems to support the programs and projects to help people, properties and communities recover from storm related damage due to Hurricanes Hermine and/or Matthew as follows:

1. Complete Staffing plan for St. Johns County CDBG-DR Program that includes:
 - a. Organizational Chart;
 - b. Job Descriptions for County and contracted staff and vendors; and
 - c. Scope of work and procurement plan for vendors and construction contractors.
2. Complete procurement of vendors for internal grants management and compliance and direct program and project production, Completion of this task is satisfied when St. Johns County and vendor executes a contract.
3. Establish and administer financial management system in a manner that complies with all applicable HUD CDBG-DR and DEO rules.
4. Establish and administer quality assurance and quality control system in a manner that complies with all applicable HUD CDBG-DR and DEO rules.
5. Establish and administer public information and communications program.
6. Establish and administer production and grants management reporting system.
7. Provide ongoing program administration, policy, grants and financial management services to support St. Johns County CDBG-DR Programs and Projects.

B. Housing Program

1. Homeowner Services Project

St. Johns County will mobilize and launch a homeowner services project to help owner-occupants of one (1) to four (4) unit residential properties recover from storm related damage due to Hurricanes Hermine and/or Matthew as follows:

- a. Complete procurement and selection of vendors, subrecipients, and/or staff that will be responsible for managing applicant intake and related operations, compliance, finance and administration for the homeowner services project;
- b. Complete procurement and selection of vendors, subrecipients, and/or staff that will be responsible for managing construction for the homeowner services project;
- c. Complete program/project design and process maps for launch of intake and construction services including:
 - i. Applicant Case Management
 - ii. Construction Management, and
 - iii. Finance, Compliance and Reporting;
- d. Develop and operate an Interim system record and applicant case and construction project tracking system.
- e. Complete preparations for and launch of homeowner intake services function;

- f. Complete update of unmet needs data;
- g. Complete and submit revised budget for homeowner services project based on updated unmet needs; and
- h. Provide ongoing project implementation and compliance management supervision and support and reporting services.

2. State Road 207 Supportive Housing Initiative PUD Rental Housing Project

St. Johns County will invest CDBG-DR funds to develop up to 80 units of new construction rental housing serving people who earn low-income in the Supportive Housing Initiative Planned Unit Development (SHI PUD) located at a 13.53-acre site accessed directly from State Road 207 As follows:

- a. Complete update of Unmet Needs for Rental Housing serving vulnerable LMI populations tied to Hurricanes Hermine and Matthew and submit documentation for DEO review and approval;
- b. Complete Procurement and/or Engagement of Rental Housing Project Development and Property Management Team;
- c. Develop an activity work plan detailing activities involved in the successful completion of the Supportive Housing Initiative Planned Unit Development (SHI PUD) Rental Housing Project for review and approval by DEO; and
- d. Complete activities as detailed in the activity work plan approved by DEO, provide ongoing production and compliance management supervision and support and reporting services for successful construction, lease-up and stabilization of 80-unit rental housing project.

C. Public Facilities Program

State Road 207 Unified Service Center

St Johns County will invest CDBG-DR funds to develop an integrated social services public facility serving Low and Moderate –Income Vulnerable Populations such as the homeless and/or those at risk of homelessness in St. Johns County as follows:

- a. Complete update of Unmet Needs for Homeless Shelter serving vulnerable LMI populations tied to Hurricanes Hermine and Matthew and submit documentation for DEO review and approval.
- b. Complete Procurement and/or Engagement of Shelter Operator, Project Development and Property Management Team.
- c. Develop an activity work plan detailing activities involved in the successful completion of the Homeless Shelter and Social Services Center Project for review and approval by DEO.

- d. Complete activities detailed in the activity work plan approved by DEO, provide ongoing production and compliance management supervision and support and reporting services for successful construction and operations of the Unified Service Center project. The integrated social services center will include administrative and supportive services, including, but not limited to, kitchen/cafeteria facilities, offices, meeting rooms, emergency temporary shelter, and medical and social service space related to the mission of the project, such as a food pantry, medical clinic, dental clinic and similar uses that may be provided to serve the planned permanent supportive housing and population that require such services. The open space of the cafeteria area can convert to temporary emergency shelter for the larger at risk community in St. Johns County during dangerous storms or inclement weather.

D. Infrastructure Program

St. Johns County will mobilize and launch an Infrastructure Recovery Program to assist in the recover from storm related damage due to Hurricanes Hermine and/or Matthew.

1. As part of the Infrastructure Program Mobilization, Subrecipient will complete the following tasks:
 - a. Complete procurement and selection of its consultants and/or staff that will manage assessment, design, permitting, bidding, and construction of the Infrastructure Recovery Program.
 - b. Complete Operations Management Plan for Infrastructure Improvement projects including Process Map.
 - c. Submit a Staffing Plan and organization chart for management of the Infrastructure Recovery Program. The staffing plan shall include an Organization Chart, Job Descriptions for County and contracted staff and vendors, and Scope of Work and Procurement Plan for Consultants.
 - d. Complete update of Unmet Needs for Infrastructure Improvement serving vulnerable LMI areas tied to Hurricanes Hermine and Matthew and submit documentation for DEO review and approval.
 - e. Submit to DEO for review and approval an updated Budget for the Infrastructure Recovery Program based on updated unmet needs data, on-going design and updated construction estimates.

2. As part of the Infrastructure Program launch, the Subrecipient will complete the following schedule of projects:
 - a. Armstrong Drainage
 - b. Hastings Phase I Sewer
 - c. Hastings Phase II Sewer
 - d. N. Rodriguez Drainage
 - e. Orange St Drainage
 - f. Avenue D Drainage
 - g. St. Augustine - Lake Maria Sanchez HMGP Match Drainage
 - h. St. Augustine Blvd & Cypress Rd Drainage

For all of the above projects, Subrecipient is required to complete the following tasks:

- a. Complete Procurement and/or Engagement of Vendors and Contractors for Infrastructure Improvement projects.
- b. Develop activity work plans for review and approval by DEO detailing activities involved in the successful completion of infrastructure improvement projects, including:
- c. Complete activities as detailed in the activity work plans approved by DEO, provide ongoing production and compliance management supervision and reporting services in support of successful completion of Infrastructure Improvement projects.

St. Johns County shall complete an Activity Work Plan (Attachment C) detailing activities involved in the successful completion of project tasks identified in in sections A through D above, and submit to the DEO grant manager identified in Section 16 of the Agreement. The Activity Work Plan must be approved by DEO prior to beginning work on activities identified in the Activity Work Plan and before any reimbursement request will be approved.

Deliverable 1	Minimum Level of Service (to submit for request for payment)	Financial Consequences
<p>CDBG-DR Program Design and Implementation Subrecipient shall complete an eligible project implementation task as detailed in section II.A.</p>	<p>Subrecipient shall be reimbursed upon completion of a minimum of one project implementation task on a per completed task basis as detailed in section II.A; evidenced by invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable.</p>	<p>Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.</p>
Deliverable 2	Minimum Level of Service (to submit for request for payment)	Financial Consequences
<p>Housing Program-Homeowner Service Project Subrecipient shall complete an eligible task as detailed in section II.B.1.</p>	<p>Subrecipient shall be reimbursed upon completion of a minimum of one project implementation task on a per completed task basis as detailed in section II.B.1; evidenced by invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable.</p>	<p>Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.</p>
Deliverable 3	Minimum Level of Service (to submit for request for payment)	Financial Consequences
<p>Housing Program-Supportive Housing Initiative PUD Rental Housing Project Subrecipient shall complete an eligible task as detailed in section II.B.2.</p>	<p>Subrecipient shall be reimbursed upon 100% completion of any non-construction activity set forth in section II.B.2 above, or upon 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80% 90%, and 100% completion of any construction activity set forth in the DEO approved activity plan, as evidenced by submission of an invoice package; evidenced by invoice(s) noting completed tasks. As evidence of percent completed, Subrecipient shall provide AIA forms G702/G703 or similar DEO-approved industry-standard forms, signed by the contractor and certified by the engineer performing inspection services for the project, documenting the costs for which reimbursement is being requested, and noting overall percent completion of the project.</p>	<p>Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.</p>

Deliverable 4	Minimum Level of Service (to submit for request for payment)	Financial Consequences
<p>Public Facilities Program Subrecipient shall complete an eligible task as detailed in section II.C..</p>	<p>Subrecipient shall be reimbursed upon 100% completion of any non-construction activity set forth in section II.C. above, or upon 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80% 90%, and 100% completion of any construction activity set forth in the DEO approved activity plan, as evidenced by submission of an invoice package; evidenced by invoice(s) noting completed tasks. As evidence of percent completed, Subrecipient shall provide AIA forms G702/G703 or similar DEO-approved industry-standard forms, signed by the contractor and certified by the engineer performing inspection services for the project, documenting the costs for which reimbursement is being requested, and noting overall percent completion of the project.</p>	<p>Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.</p>
Deliverable 5	Minimum Level of Service (to submit for request for payment)	Financial Consequences
<p>Infrastructure Program Subrecipient shall complete an eligible task as detailed in section II.D.</p>	<p>Subrecipient shall be reimbursed upon 100% completion of any non-construction activity set forth in section II.D above, or upon 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80% 90%, and 100% completion of any construction activity set forth in the DEO approved activity plan, as evidenced by submission of an invoice package; evidenced by invoice(s) noting completed tasks. As evidence of percent completed, Subrecipient shall provide AIA forms G702/G703 or similar DEO-approved industry-standard forms, signed by the contractor and certified by the engineer performing inspection services for the project, documenting the costs for which reimbursement is being requested, and noting overall percent completion of the project.</p>	<p>Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.</p>
<p>TOTAL AWARD NOT TO EXCEED \$45,837,520</p>		

Attachment B – Project Budget (Example)

Subrecipient: _____ Contract Number: _____ Modification Number: _____

Activity/Project		National Objective			Beneficiaries					Budget			
Activity	Description	LMI	Slum & Blight	Urgent Need	VLI	LI	MI	Non-LMI	Total	CDBG-DR Amount	Other Funds	Source*	Total Funds
1. Housing Program - Homeowner Service Project													
	Home Repair												
	Reconstruction												
	Replacement of Manufactured Homes												
	Temporary Rental and Mortgage Assistance												
	Buyout / Acquisition for Redevelopment												
2. Housing Program - Supportive Housing Initiative PUD Rental Housing Project													
3. Public Facilities Program – Unified Service Center													
4. Infrastructure Program													
	Armstrong Drainage Project												
	Hastings Phase I Sewer												
	Hastings Phase II Sewer												
	Oyster Creek Basin Improvements												
	Orange Street Drainage												
	Avenue D Drainage												

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	St. Augustine - Lake Maria Sanchez HMGP Match Drainage																										
	St. Augustine Blvd & Cypress Rd Drainage																										
5.	Administration																										
6.	Planning																										
																	Totals:										

*Show the sources and amounts of "Other Funds" needed to complete the project below, including local funds, grants from other agencies and program income.

	Source of Other Funds	Amount
1.		
2.		
3.		
4.		

Attachment C – Activity Work Plan (Example)

Subrecipient _____ Activity: _____ Project Budget: _____
 Contract Number: _____ Date Prepared: _____ Modification Number: _____

Start Date (month/year)	End Date (month/year)	Describe Proposed Action to be Completed by the "End Date." <i>Examples of Actions: Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (33, 66, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per FLAP, Number of Houses Rehabilitated, and Submit Closeout Package to DEO.</i>	Estimated Units to be Completed by the "End Date"	Estimated Funds to be Requested by the "End Date"

Attachment D – Program and Special Conditions

Program Conditions

1. The Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan.
If the Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to DEO within 21 calendar days of receiving DEO's request for justification for the delay. Any project for which the Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless DEO agrees that the Subrecipient has provided adequate justification for the delay.
2. The Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Detail Budget and Activity Work Plan.
3. The Subrecipient shall request DEO's approval for all professional services contracts and/or agreements that will be reimbursed with CDBG-DR funds. Copies of the following procurement documents must be provided to DEO for review:
 - a. When publication of a Request for Proposal (RFP) is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication;
 - b. A list of entities to whom a notification of the RFP was provided by mail or fax (if applicable);
 - c. For engineering contracts, a list of firms that submitted a proposal (only if short-listing procedure was used);
 - d. Completed short-listing evaluation/ranking forms, including any ranking summary document, and document transmitting the short-listed firms to the commission (only if short-listing procedure used);
 - e. Completed and signed final evaluation/ranking forms;
 - f. For administrative services contracts, one copy of each proposal submitted in response to the RFP;
 - g. Commission minutes approving contract award;
 - h. Cost breakout from the selected firm used for completion of the cost analysis (if pricing information was not submitted with proposals);
 - i. The proposed contract;
 - j. Truth-in-Negotiation certification (if not in the contract) for engineering contracts over \$150,000;
 - k. If a protest was filed, a copy of the protest and documentation of resolution;
 - l. The Subrecipient shall request DEO's approval of a single source procurement if only one firm was considered and the contract exceeds \$35,000. The Subrecipient shall not enter into a contract to be paid with CDBG-DR funds based on a sole source or single proposal procurement without prior written approval from DEO. Failure to secure prior written approval shall relieve DEO of any obligation to fund the said procurement contract or agreement. DEO shall disallow any payments to the Subrecipient to fund any contract or agreement based on a sole source or single proposal procurement for which the Subrecipient has not obtained DEO's approval; and
 - m. If a regional planning council or another local government is selected to administer subgrant activities, the Subrecipient shall submit only a copy of the contract or agreement and cost analysis information:

DEO will either approve the procurement or notify the Subrecipient that the procurement cannot be approved because it violates State, Federal, or local procurement guidelines.

The Subrecipient shall notify DEO in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-DR funds to pay for professional services.

4. Prior to the obligation or disbursement of any funds, except for administrative expenses and not to exceed \$5000, the Subrecipient shall complete the following:
 - a. Submit for DEO's approval the documentation required in paragraph 3 above for any professional services contract. The Subrecipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-DR funds for that contract beyond \$5,000.
 - b. Comply with 24 C.F.R. part 58, and the regulations implementing the National Environmental Policy Act, 40 C.F.R. §§ 1500-1508. When the Subrecipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. If DEO has not issued an Authority to use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process. **SUBRECIPIENT SHALL NOT BEGIN CONSTRUCTION BEFORE DEO HAS ISSUED THE "AUTHORITY TO USE GRANT FUNDS."**

5. The Subrecipient shall obtain approval from DEO prior to requesting CDBG-DR funds for engineering activities and costs which are additional engineering services as defined in Rules 73C-23.0031(6)(a)-(l), F.A.C.
6. The Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 C.F.R. part 42, 49 C.F.R. part 24 and 24 C.F.R. § 570.606(b), the requirements of 24 C.F.R. § 42.325 - 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 C.F.R. § 570.606(d), governing optional relocation assistance policies.

If the Subrecipient undertakes any activity subject to the URA, the Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can determine whether remedial action may be needed. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 C.F.R. § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.

7. The Subrecipient shall, prior to being reimbursed for more than \$15,000 for administrative services, provide to DEO a copy of all engineering specifications and construction plans, if required, for the activities described in the Agreement. The Subrecipient shall also furnish DEO, prior to soliciting bids or proposals, a copy of bid documents for services and/or materials to provide those services and/or materials for construction activities when the bids are expected to exceed \$35,000. Additionally, the Subrecipient shall not publish any request for bids for construction purposes or distribute bid packages until DEO has provided its written acceptance of the engineering specifications, construction plans, and bid documents.
8. For each procured construction contract or agreement for which CDBG-DR funding will be requested, the Subrecipient shall submit the following procurement documents:
 - a. A copy of the bid advertisement, including an affidavit of publication;
 - b. Documentation of the Subrecipient's efforts made to inform minority- and woman-owned businesses of the opportunity to bid on the construction contract;
 - c. A copy of the bid tabulation sheet;
 - d. A copy of the engineer's recommendation to award;
 - e. A letter requesting sole source approval, if applicable;
 - f. A copy of the bid bond (five percent of the bid price) for the prime contractor(s) selected to do the work, and;
 - g. Completed copies of the following forms:
 - Form SC-51 - Bidding Information and Contractor Eligibility;

- Form SC-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
- Form SC-52 – Section 3 Participation Report (Construction Prime Contractor);
- Form SC-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor);
- Form SC-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor), and;
- Form SC-54 (if applicable) – Documentation for Business Claiming Section 3 Status.

For each procured construction contract or agreement projects for which CDBG-DR funding will be requested, the Subrecipient shall submit the following procurement documents:

- a. Form SC-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
- b. Form SC-52 – Section 3 Participation Report (Construction Prime Contractor);
- c. Form SC-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor); and
- d. Form SC-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor).

In addition, each construction contract or agreement for new or replacement housing must contain language that requires the contractor to meet the Green Building Standard for Replacement and New Construction of Residential Housing, as defined in the Allocation notice published in the Federal Register Volume 81, Number 224 on Monday, November 21, 2016.

9. For each Request for Funds (RFF) that includes reimbursement of construction costs, the Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. For each RFF that includes construction costs, the Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable.
10. For each project, when the Subrecipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:
 - a. Notice to Proceed;
 - b. The contractor's performance bond (100 percent of the contract price); and
 - c. The contractor's payment bond (100 percent of the contract price).
11. The Subrecipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 C.F.R. § 570.487(b)(4).
12. All leveraged funds shall be expended concurrently and, to the extent feasible, proportionately with the expenditure of CDBG-DR funds for the same activity. All funds claimed for leverage shall be expended after the date that the Authority to Use Grant Funds is issued and prior to Subrecipient's submission of the administrative closeout package for this Agreement, except for the following costs:
 - Eligible administrative, engineering and environmental review costs expended after the site visit but prior to the date when the Authority to Use Grant Funds is issued, and
 - The CDBG-DR portion of the cost of post-administrative closeout audits.
13. The Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-DR funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. § 570.505. Any future change of use of real property shall be in accordance with 24 C.F.R. § 570.489(j).
14. The Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 C.F.R. part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 C.F.R. 67, and Guidelines for Rehabilitating Historic Buildings.

15. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Subrecipient shall update and submit Form HUD 2880 to DEO within thirty (30) calendar days of the Subrecipient's knowledge of changes in situations which would require that updates be prepared. The Subrecipient must disclose:
 - a. All developers, contractors, consultants, and engineers involved in the application or in the planning, development, or implementation of the project or CDBG-DR-funded activity; and
 - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
16. If required, the Subrecipient shall submit a final Form HUD 2880, to DEO with the Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
17. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. § 570.489(g). Title 24 C.F.R. § 570.489(h) shall apply in all conflicts of interest not governed by 24 C.F.R. § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-DR financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived. Additionally, the Subrecipient agrees to comply with, and this Agreement is subject to, chapter 112 F.S., and Rule 73C-23.0051(11), F.A.C.
18. Any payment by the Subrecipient using CDBG-DR funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-DR funds.
19. The Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.
20. If an activity is designed by an engineer, architect, or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.
21. If necessary, the Subrecipient shall retain sufficient administration funds to ensure internet access, including email, for the duration of the Agreement, including any time extensions. If the Subrecipient does not already have a computer designated to the person responsible for grant oversight, which is located in the program office and capable of internet access, administrative funds may be used as needed to obtain, at reasonable cost, a computer to allow internet access.

Attachment F – State and Federal Statutes, Regulations, and Policies

The CDBG-DR funds available to the Subrecipient through this agreement constitute a subaward of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of the Grantee's Federal award that are imposed on the Subrecipient, and the Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

The Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register Guidance (82 FR 5591 & 82 FR 36812 and 81 FR 83254). Notwithstanding the foregoing, (1) the Subrecipient does not assume the any of Grantee's responsibilities for environmental review, decision-making, and action, described in 24 CFR part 58 and (2) the Subrecipient does not assume any of the Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations, and policies that govern the use of the CDBG-DR funds in complying with its obligations under this agreement, regardless of whether CDBG-DR funds are made available to the Subrecipient on an advance or reimbursement basis.

The Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Subrecipient further agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

I. State of Florida Requirements

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

II. Audits, Inspections, and Monitoring

1. Single Audit

The Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

Inspections and Monitoring

The Subrecipient shall permit the Grantee and auditors to have access to the Subrecipient's records and financial statements as necessary for the Grantee to meet the requirements of 2 CFR part 200.

The Subrecipient must submit to monitoring of its activities by the Grantee as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include: (1) reviewing financial and performance reports required by the Grantee; (2) following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the Grantee detected through audits, on-site reviews, and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from the Grantee as required by 2 CFR §200.521:

Corrective Actions

The Subrecipient shall be subject to reviews and audits by the Grantee, including onsite reviews of the Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2). The Grantee may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Grantee may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided

to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance, or provide training and technical assistance as needed to correct noncompliance.

III. Drug-Free Workplace

Drug-free workplace. Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

IV. Procurement and Contractor Oversight

The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.326 when procuring property and services under this agreement.

The Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities at [insert 24 CFR 570.609 or 24 CFR 570.489(l) as appropriate]. CDBG funds may not be provided to excluded or disqualified persons.

The Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement.

V. Property Standards

Real property acquired by the Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). The Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314 through 2 CFR 200.316. The Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income, and equipment not needed by the Subrecipient for activities under this agreement shall be transferred to the Grantee for its CDBG-DR program or shall be retained after compensating the Grantee.

The Subrecipient shall also comply with the Property Standards in 2 CFR 200.310 through 2 CFR 200.316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), and except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

VI. Federal Funding Accountability and Transparency Act (FFATA)

The Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The grantee must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The grantee must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

VII. Relocation and Real Property Acquisition

The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 - 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act".

VIII. Nondiscrimination

1. 24 CFR part 6

The Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

The Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29

U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, the Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

Architectural Barriers Act and the Americans with Disabilities Act

The Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act.

The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

State and Local Nondiscrimination Provisions

The subrecipient must comply with the Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

(i) General Compliance:

The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The Subrecipient shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 24 CFR part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

(ii) Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations,

facilities, services, financial aid, or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the Subrecipient's assurance herein shall obligate the Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property 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, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases the assurance shall obligate the Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application.

This assurance gives the Grantee and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to the Subrecipient Under this Agreement, the instrument effecting any disposition by the Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property 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.

If the Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

Affirmative Action

(iii) Approved Plan

The Subrecipient agrees that it shall carry out pursuant to the Grantee's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1966, as amended, and implementing regulations at 42 CFR chapter 60. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this agreement.

(iv) Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the Subrecipient procures property or services under this agreement.

(v) Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(vi) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

IX. Labor and Employment

1. Labor Standards

The Subrecipient shall comply with the labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, *et seq.*), and 29 CFR part 1, 3, 5, 6, and 7,

provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The Subrecipient agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the Grantee for review upon request.

X. Section 3 of the Housing and Urban Development Act of 1968

1. Compliance

The Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 135.

The Subrecipient shall include the "Section 3 clause" at 24 CFR 135.38 in every "Section 3 covered contract" (as defined in 24 CFR 135.5).

XI. Conduct

1. Hatch Act

The Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

Conflict of Interest

In the procurement of supplies, equipment, construction, and services pursuant to this agreement, the Subrecipient shall comply with the conflict of interest provisions in the Grantee's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in the Grantee's procurement policies and procedures, the Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

Lobbying Certification

The Subrecipient hereby certifies that:

- (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (iii) The language of paragraph (a) through (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- (iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by section 1352, title 31, U.S.C. 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.

XII. Religious Activities

The Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XIII. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making, and action (see 24 CFR part 58) and is not delegated the Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity. If DEO has not issued an Authority to Use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process.

Air and Water

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.

Flood Disaster Protection

The Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, the Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR award and listed at the beginning of this Attachment.

Lead-Based Paint

The Grantee shall follow the Grantee's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title.

Historic Preservation

The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

Attachment G – Civil Rights Compliance

Fair Housing

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community. A Subrecipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Subrecipient shall do the following:

- 1) Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion, and sex);
- 2) Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
- 3) Publish the Fair Housing Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website;
- 4) Establish a system to record the following for each fair housing call:
 - a) The nature of the call,
 - b) The actions taken in response to the call,
 - c) The results of the actions taken, and
 - d) If the caller was referred to another agency, the results obtained by the referral agency;
- 5) Conduct at least one fair housing activity each quarter. Identical activities (see examples below) shall not be conducted in consecutive quarters; and
- 6) Display a fair housing poster in the CDBG-DR Office. (This does not count as a fair housing activity.)

The Subrecipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- Define where discriminatory practices are occurring,
- Help the community measure the effectiveness of its outreach efforts, and
- Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Making fair housing presentations at schools, civic clubs, and neighborhood association meetings;
- Conducting a fair housing poster contest or an essay contest;
- Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales, and church festivals; and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents, and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a DEO-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Subrecipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG-DR project file and include information about the activities in the comment section of each quarterly report.

Equal Employment Opportunity

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-DR funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. A Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall do the following:

- 1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age, or genetics;
- 2) Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
- 3) Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4) Establish a system to record the following for each EEO call:
 - a) The nature of the call,
 - b) The actions taken in response to the call, and
 - c) The results of the actions taken;

Each Subrecipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Subrecipient shall use this list to solicit companies to bid on CDBG-DR-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://osd.dms.myflorida.com/directories>.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-DR funds, the Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Subrecipient shall do the following:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
 - a) Has a physical or mental impairment which substantially limits one or more major life activities,
 - b) Has a record of such an impairment, or
 - c) Is regarded as having such an impairment;
- 2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
- 3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4) Establish a system to record the following for each Section 504/ADA call:
 - a) The nature of the call,
 - b) The actions taken in response to the call, and
 - c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 C.F.R. part 84) apply to service availability, accessibility, delivery, employment, and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services, or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or

- Deny employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 C.F.R. part 35, and Title III, 28 C.F.R. part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services, and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting, and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision, or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation, and commercial facilities. Public accommodations are private entities who own, lease, lease to, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers, and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-DR-funded projects in the community. The Subrecipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-DR-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following clause from 24 C.F.R. § 135.38 is required to be included in CDBG-DR-funded contracts of \$100,000 or more.

Section 3 Clause

- The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.
- The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.
- F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Civil Rights Regulations

As a condition for the receipt of CDBGDR funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex, or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 C.F.R. § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 C.F.R. § 570.490(b) – Unit of general local government's record;
6. 24 C.F.R. § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving CDBG-DR funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that St. Johns County shall comply with all of the provisions and Federal regulations listed in this attachment

By: _____

Date: 3-14-16

Name: Michael Wanchick

Title: County Administrator

LEGALLY SUFFICIENT
Michael Wanchick
Name
Date: _____

Attachment H – Reports

The following reports must be completed and submitted to DEO in the time frame indicated and in compliance with Rule 73C-23.0051(5)-(6)(a), F.A.C. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. A Monthly Progress Report, Form SC-65, must be submitted to DEO fifteen (15) calendar days after the end of each month.
2. A Contract and Subcontract Activity form, Form HUD-2516, currently available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-05360>; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO's eCDBG reporting system at <https://www.deocdbg.com/Default.aspx>. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".
3. The Administrative Closeout Report, Form SC-62, must be submitted to DEO within 45 calendar days of the Agreement termination date, in compliance with Rule 73C-23.0051(5), F.A.C and the terms of this Agreement.

The Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds, further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 C.F.R. part 200, should the Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 C.F.R. part 200, and submitted to DEO no later than nine months from the end of the Subrecipient's fiscal year. If the Subrecipient did not meet the audit threshold, an Audit Certification Memo, Form SC-47, must be provided to DEO no later than nine months from the end of the Subrecipient's fiscal year.

5. A copy of the Audit Compliance Certification form, Attachment K, must be emailed to audit@deo.myflorida.com within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.

6. The Section 3 Summary Report, form HUD-60002, must be completed and submitted through DEO's eCDBG reporting system by July 31, annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet section 3 requirements.

7. Request for Funds must be submitted as required by DEO and in accordance with the *Project Description and Deliverables, Project Detail Budget and Activity Work Plan*.

8. All forms referenced herein are available online or upon request from DEO's grant manager for this Agreement.

Attachment I – Warranties and Representations

Financial Management

The Subrecipient's financial management system must comply with the provisions of 2 C.F.R. part 200 (and particularly 2 C.F.R. 200.302 titled "Financial Management"), section 218.33, F.S., and the rules promulgated thereunder, Rule 73C-23.0051(1), F.A.C., and include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. The Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request for Funds (RFF). 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 2 C.F.R. part 200 (and particularly 2 C.F.R. 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 C.F.R. §§ 200.318-200.326 and be conducted in a manner providing full and open competition. The Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, 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 Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

The Subrecipient 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 a Federal award if he or she has a real or apparent conflict of interest. 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 or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Subrecipient. (See 2 C.F.R. § 200.318(c)(1).)

Business Hours

The Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

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

Attachment J – Audit Requirements

The administration of resources awarded by DEO to the Subrecipient may be subject to audits and/or monitoring by DEO as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F (Audit Requirements) and section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR part 200, as revised, and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by DEO staff to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Subrecipient is a State or local government or a non-profit organization as defined in 2 CFR 200, as revised.

1. In the event that the Subrecipient expends \$750,000 or more in federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR 200 Subpart F (Audit Requirements), as revised. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200 Subpart F (Audit Requirements), as revised.
3. If the Subrecipient expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised, is not required. In the event that the Subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).
4. Although 2 CFR 200 Subpart F (Audit Requirements) does not apply to commercial (for-profit) organizations, the pass-through entity has an obligation to ensure that for-profit subrecipients that expend \$750,000 or more in federal awards must comply with federal awards guidelines (see 2 CFR 200.501(h)). Additionally, for-profit entities may be subject to certain specific audit requirements of individual federal grantor agencies.

Additional Federal Single Audit Act resources can be found at:

PART II: STATE FUNDED

This part is applicable if the Subrecipient is a non-state entity as defined by section 215.97(2), F.S.

1. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient, the Subrecipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other than State entities).

Additional information regarding the Florida Single Audit Act can be found at:

<https://apps.fldfs.com/fsaa/>

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with 2 CFR 200 Subpart F (Audit Requirements), as revised, and required by PART I of this Exhibit Agreement shall be submitted by or on behalf of the Subrecipient directly to each of the following at the address indicated:
 - A. Department of Economic Opportunity
Financial Monitoring and Accountability (FMA)

The copy submitted to the FMA section should be sent via email to: FMA-RWB@deo.myflorida.com

- B. The Federal Audit Clearinghouse designated in 2 CFR 200 Subpart F (Audit Requirements), as revised, electronically at: <https://harvester.census.gov/facweb/>
2. Copies of audit reports for audits conducted in accordance with 2 CFR 200 Subpart F (Audit Requirements), as revised, and required by Part I (in correspondence accompanying the audit report, indicate the date that the Subrecipient received the audit report); copies of the reporting package described in Section .512(c), 2 CFR 200 Subpart F (Audit Requirements), as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Exhibit must be sent to DEO at the addresses listed in paragraph three (3) below.
 3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the Subrecipient directly to each of the following:

A. DEO at the following address:

Electronic copies: Audit@deo.myflorida.com

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us

4. Any reports, management letter, or other information required to be submitted to DEO pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200 Subpart F, 215.97 F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients and subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of six (6) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, the Chief Financial Officer (CFO), or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The Subrecipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor

General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO.

Exhibit 1 to Attachment J – Funding Sources

Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency: U.S. Department of Housing and Urban Development
Federal Funds Obligated to Subrecipient: \$45,837,520
Catalog of Federal Domestic Assistance Title: Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number: 14.228
Project Description: Funding is being provided for needed infrastructure, improvements to benefit low- and moderate-income persons residing in the Subrecipient's jurisdiction.
This is not a research and development award.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. The Subrecipient shall perform its obligations in accordance with sections 290.0401- 290.048, F.S.
2. The Subrecipient shall perform its obligations in accordance with 24 C.F.R. §§ 570.480 – 570.497.
3. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Subrecipient shall perform the obligations in accordance with chapter 73C-23, F.A.C.
5. The Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient's Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: *N/A*

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:
N/A

NOTE: Title 2 C.F.R. § 200.331 and section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

AGREEMENT NUMBER: H2338

**AMENDMENT ONE
TO COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR)
SUBGRANT AGREEMENT
BETWEEN
THE DEPARTMENT OF ECONOMIC OPPORTUNITY
AND
ST. JOHNS COUNTY, FLORIDA**

On March 1, 2018, the State of Florida, Department of Economic Opportunity ("DEO"), and St. Johns County, Florida ("Subrecipient"), entered into Agreement H2338 for \$45,837,520.00 in Community Development Block Grant Disaster Recovery (CDBG-DR) funds to assist with recovery efforts from storm-related damage due to Hurricanes Hermine and/or Matthew. DEO and the Subrecipient are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, Section (4), Modification of Agreement, provides that any amendment to the Agreement shall be in writing and duly signed by the Parties thereto; and

WHEREAS, the Parties want to amend the Agreement as set forth herein in order to ensure compliance with all applicable laws, rules, and regulations;

NOW THEREFORE, the Parties agree as follows:

1. **Attachment F – State and Federal Statutes, Regulations, and Policies, Paragraph X titled "Section 3 of the Housing and Urban Development Act of 1968", page 37 of the Agreement, is hereby deleted in its entirety and replaced with the following:**

X. Section 3 of the Housing and Urban Development Act of 1968

1. Section 3(b)(2) of the 1937 Act, 42 U.S.C. § 1437a (b)(2)(A) defines the term "low-income families" to mean: "families [including single persons] whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families."
2. Section 3(b)(2) of the 1937 Act, 42 U.S.C. § 1437a (b)(2)(B) defines the term "very low-income families" to mean: "families [including single persons] whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50

AGREEMENT NUMBER: H2338

per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes".

3. Compliance

The Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC § 1701u, and carry out its implementing regulations at 24 CFR part 135. The Subrecipient shall include the following "Section 3 clause" from 24 CFR 135.38 in every "Section 3 covered contract" (as defined in 24 CFR 135.5).

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u titled "Economic Opportunities for Low- and Very Low-Income Persons" (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

AGREEMENT NUMBER: H2338

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
 - F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
4. Recipients of HUD federal financial assistance shall meet the following hiring and contract numerical goals to achieve compliance with Section 3 as found at 24 CFR 135.30 titled "Numerical goals for meeting the greatest extent feasible requirement":

24 CFR 135.30 (b)(3). Recipients of section 3 covered community development assistance, and their contractors and sub contractors (unless the contract or subcontract awards do not meet the threshold specified in § 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to employ section 3 residents as:

- (i) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;
- (ii) 20 percent of the aggregate number of new hires for the one year period beginning in 1996; and
- (iii) 30 percent of the aggregate number of new hires for the one year period beginning in FY 1997 and continuing thereafter.

24 CFR 135.30 (c) *Contracts*. Numerical goals set forth in paragraph (c) of this section apply to contracts awarded in connection with all section 3 covered projects and section 3 covered activities. Each recipient and contractor and subcontractor (unless the contract or subcontract awards do not meet threshold


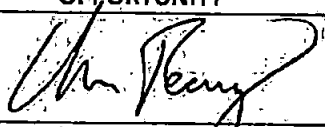
AGREEMENT NUMBER: H2338

specified in § 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to award to section 3 business concerns:

- (1) At least 10 percent of the total dollar amount of all section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
- (2) At least three (3) percent of the total dollar amount of all other section 3 covered contracts.

2. All other terms, conditions, and provisions of the Agreement remain in effect.

IN WITNESS THEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement H2338, as amended. This Amendment is effective on the date the last Party signs this Amendment.

ST. JOHNS COUNTY, FLORIDA	FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
SIGNED: 	SIGNED: 
MICHAEL D. WANCHICK COUNTY ADMINISTRATOR	CHRIS PEARY CHIEF OF STAFF
DATE: 7-10-18	DATE: 7-30-18

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF THE COUNTY ATTORNEY
ST. JOHNS COUNTY, FLORIDA

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

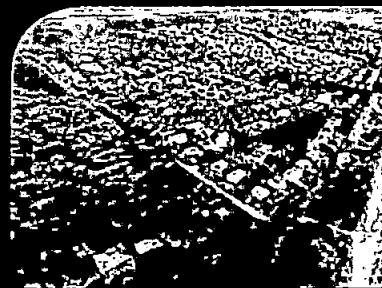
By: 

By: 

Approved Date: 7-6-18

Approved Date: 7-24-2018

STATE OF FLORIDA
Action Plan *for* Disaster Recovery
Exhibit C



FLORIDA DEPARTMENT of
ECONOMIC OPPORTUNITY

*Submitted to the U.S. Department of Housing and Urban Development (HUD) in fulfillment of requirements for the
Community Development Block Grant- Disaster Recovery (CDBG-DR) program for recovery from Hurricanes Hermine and Matthew*

Substantial Amendment 1 Revision 1 Updates, Approved by HUD June 20, 2017

Previous Page #	New Page #	Section	Change/Addition/Deletion
Second page Table of Contents	Second page Table of Contents		Addition of: 42. Disaster Recovery Program Implementation 43. Local Government Application for Funding 44. Citizen Participation and Applications for Assistance
67	67	Method of Distribution	Broken down 80% & 20% categories amounts.
69	69	Program Details	Added Objectives to Eligible Activities.
71	71	Criteria to Determine Method of Distribution	Revised language in second and third paragraphs.
73	73	Use of Urgent Need	Added language regarding submission requirements of Urgent Need documents.
80	80	CDBG-GR Certifications	Added language expanding certification of compliance with environmental requirements of 24 CFR part 58 and Section 582 of the NFIP to all grant subrecipients.
83	83	Disaster Recovery Program Implementation	New language regarding availability of DR Implementation Timeline on the CDBG-DR website at www.floridajobs.org/CDBG-DR .
		Local Government Application for Funding	New language regarding availability of Local Government Application for Funding on the CDBG-DR website at www.floridajobs.org/CDBG-DR .
		Citizen Participation and Applications for Assistance	New language regarding availability to citizens of their local government's planned or proposed disaster recovery activities and opportunity for citizen input via the HUD User Internet website at https://www.huduser.gov/portal/datasets/il.html .

Substantial Amendment 1- Revision 2 Updates, Approved by HUD February 20, 2018

Previous Page #	New Page #	Section	Change/Addition/Deletion
N/A	Page prior to Table of Contents	Introduction	Overview of Action Plan and funding associated with Hurricanes Hermine and Matthew.
7	7-8	Background	Added paragraph regarding Hurricane Irma. Added additional Public Law and updated dollar figures to reflect August 7, 2017 Federal Register. Statement added regarding Duplication of Benefits precautions to be taken by local units of government due to additional damage caused by Hurricane Irma.
N/A	9-10	Unmet Needs Assessment	Added community outreach efforts. Inserted updated FEMA data chart.
28	29	Housing Needs	Statement of remaining unmet needs amount. Updated Table 12
39	40	Housing Impact Methodology	Statement of conclusions reached from updated FEMA, SBA and NFIP data. Updated Table 23, SBA Derived Impacts and Unmet Needs for Housing.
67	67	Method of Distribution	Language in first paragraph updated to specify Hurricanes Hermine and Matthew. Second paragraph updated to include additional Federal Register Vol. 82, No. 150, August 7, 2017.
69	69	Connection Between Needs and Allocation of Funds	Added language regarding additional Federal Register requirements for updated needs assessment data.
67	67-69	Program Budget	Updated figures to include additional funding. Paragraph added listing counties with damage from all three hurricanes: Hermine, Matthew and Irma. Statement added regarding Duplication of Benefits precautions to be taken by local units of government due to additional damage caused by Hurricane Irma.
68	68-69	Projects and Activities	DEO Program Oversight, Monitoring, Compliance chart updated to show revised 80% and 20% of new grant total. Paragraph added regarding updated needs assessment continuing to support Basis for Allocation percentages.
69	69	Program Details	Statement added regarding Duplication of Benefits precautions to be taken by local units of government due to additional damage caused by Hurricane Irma.
N/A	199-200	Public Comments	Public comments received during the Action Plan Amendment 1 comment period added.

Substantial Amendment 2-Updates to Action Plan, 4-11-2018

Previous Page #	New Page #	Section	Change/Addition/Deletion
77	79	Section 16, Eligible Activities	Revised the Ranking Criteria into an updated Scoring Criteria.
77	78	Section 16, Eligible Activities	Removed (20% MID area) \$3,000,000 subrecipient allocation limit
77	78-79	Section 16, Housing Activities	Inserted per unit caps for single family repair/elevation/reconstruction as per application table based on Florida Housing Finance Corporation purchase limits. This cap only applies to single-family construction assistance and not buyout or other small rental projects.
78	80	Section 16, Affordable Rental	Inserted HOME program affordability period methodology for projects that are awarded more than \$1 million in CDBG-DR funds.
78	81	Section 16, Infrastructure, Economic Revitalization, and Planning	Removed stand-alone planning activity from infrastructure eligible projects list.
78	80	Section 16, Housing Activities	Clarified definition of shelters into two eligible activities.
79	79	Section 16, Scoring Criteria	Changed ranking criteria to scoring criteria and added the scoring criteria table.
79	82	Section 17, Criteria to Determine MOD	For the 20% MID deleted "thresholds" and added "scoring criteria".

Action Plan Amendment 3 (non-substantial), Submitted to HUD on 5/31/2018

Previous Page #	New Page #	Section	Change/Addition/Deletion
Page 85	Page 85	27. Consultation-Local Efforts	Changed 14-day comment period to 10-day comment period to be consistent with the Application Guide

SUBSTANTIAL AMENDMENT INTRODUCTION

This Action Plan guides the distribution of Community Development Block Grant (CDBG) funding associated with disaster recovery from Hurricanes Hermine and Matthew. Disaster recovery funding through the CDBG Program funding is designed to address unmet needs after other federal resources have been exhausted. On January 18, 2017, the U.S. Department of Housing and Urban Development (HUD) announced that the State of Florida was eligible to receive \$58,602,000 in funding through the CDBG Program to support long-term recovery after the 2016 hurricanes. On April 23, 2017, the state, working with impacted local governments, submitted an action plan to HUD that included:

1. A detailed assessment to determine what unmet needs remained after other federal funding had been exhausted,
2. A framework for how the CDBG funding will be used to address the unmet need,
3. A detailed management plan for how the program would ensure compliance with federal requirements.

This plan was approved on June 20, 2017, and the grant was awarded to the State of Florida on September 22, 2017.

On August 7, 2017, HUD announced that the state will receive an additional \$59,335,000 through the CDBG Program to support long-term recovery from Hermine and Matthew. This brings the total amount of funding available to support communities affected by these two hurricanes to \$117,937,000. The federal guidance associated with this second allocation required the state to submit a substantial amendment to their action plan to update the needs assessment and budget to reflect the additional funding by November 13, 2017.

In addition, Hurricane Irma made landfall in the State of Florida on September 10, 2017. This plan does not currently address disaster recovery from Hurricane Irma as HUD has not yet announced CDBG funding specifically for Florida's recovery from 2017 storms. However, it does recognize that some community impacts from Hermine and Matthew were exacerbated by Hurricane Irma.

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UNMET NEEDS ASSESSMENT

1. UNMET NEEDS ASSESSMENT

INTRODUCTION

This unmet needs assessment covers Florida's housing, infrastructure and business damage and recovery efforts for both Hurricane Hermine (September 2016) and Hurricane Matthew (October 2016).

In September 2016 and October 2016, Florida was impacted by two hurricanes, resulting in storm surge and high winds. Hurricane Hermine made landfall along the Big Bend area of the state. Hurricane Matthew traveled up the entire eastern coastline, eventually making landfall about 30 miles north of Charleston, South Carolina. Matthew's proximity to the coast of the United States is historic in that it is the only storm within the recent period of record to skirt the entire southeastern seaboard requiring evacuations in Florida, Georgia and South Carolina. More than 2.5 million people across these three states were asked to evacuate, making Matthew the second largest mass evacuation in U.S. history¹. Fortunately, Florida was well-rehearsed for a massive hurricane evacuation and most people were able to get out of harm's way. Although many lives were spared because of proper planning and execution of hurricane plans, the state still saw large storm surge and high winds, which caused damage to infrastructure, homes and businesses.

Hurricane Matthew's significant storm surge was also historic in some parts of Florida. Tide levels on the east coast from Cape Canaveral north to the state border peaked as Matthew passed and storm surge flooding was widespread. On October 7, a peak surge of 9.88 feet above normal was measured at a National Ocean Service tide gauge at Fernandina Beach, Florida. Matthew pummeled more than half the state with heavy rainfall and strong winds, each causing damage to homes in the Northeastern counties. Storm surge from Hurricane Hermine, although not as pronounced as Matthew, still resulted in 7.5 feet of additional flood waters in some coastal areas.

Both Hermine and Matthew caused beach erosion. Hermine damaged coastlines from Pinellas County north to Wakulla County, while Matthew eroded beaches in coastal counties from Martin County north to Nassau County. Matthew overtopped an estimated 40 miles worth of dunes and other coastal structures, according to the United States Geological Survey². Additionally, agricultural operations in 16 counties were affected mainly due to power outages and wind damage. Although damaged businesses faced a four to six week disruption, many stepped up to give back to their communities. Free meals were prepared and given out to flood victims by volunteers. First responders, as well as many residents, were given discounts on needed services to ease financial hardship.

In addition, Hurricane Irma made landfall in the State of Florida on September 10, 2017. This plan does not currently address disaster recovery from Hurricane Irma as HUD has not yet announced CDBG funding specifically for Florida's recovery from 2017 storms. However, it does recognize that some community impacts from Hermine and Matthew were exacerbated by Hurricane Irma.

As the state continues its long term recovery efforts from these three storms, a focus on identifying impacts and addressing unmet needs is key. State and local government agencies, as well as civic organizations and community leaders will continue to address the fiscal, social, and environmental challenges from these events for years to come.

BACKGROUND

The Disaster Relief Appropriations Act (Public Laws 114-223, 114-254, and 115-31) (Appropriations Act) appropriated federal funds to states or units of general local government (UGLGs) for disaster recovery efforts. Public Law 114-223 appropriated \$500 million, Public Law 114-254 appropriated \$1.8 billion, and Public Law 115-31 appropriated \$342 million in Community Development Block Grant Disaster Recovery (CDBG-DR) funds to be distributed to the various states that received a presidential disaster declaration in 2016. These funds are to be used in order to satisfy a portion of unmet need that still remains after other federal assistance such as the Federal Emergency Management Agency (FEMA), Small Business Administration (SBA), or private insurance has been allocated. The Florida Department of Economic Opportunity is the lead agency and responsible entity for administering the CDBG-DR funds allocated to the state.

The Department of Housing and Urban Development (HUD) uses the "best available" data to identify and calculate unmet needs for disaster relief, long-term recovery, restoration of infrastructure, and housing and economic revitalization. Based on this assessment, HUD notified the State of Florida that it will receive an allocation of \$117,937,000 in disaster recovery funds to assist in recovery from the hurricanes.

¹ https://www.washingtonpost.com/news/post-nation/wp/2016/10/07/hurricane-matthew-rumbles-along-floridas-coast-as-governor-warns-this-is-not-over/?utm_term=.5eb3105407ff

² <https://www.usgs.gov/news/and-after-photos-se-beach-dunes-lost-hurricane-matthew>

The Disaster Relief Appropriations Act requires that the state or local government must expend the funds within six years of the executed agreement between HUD and the grantee unless an extension is granted by HUD. In order to ensure that the funds assist the most impacted areas, 80 percent of the total award to the state will go to the HUD-identified Most Impacted and Distressed area. All of the allocated funds must be used for eligible disaster-related activities. To ensure that fraud, waste and misuse of funds does not occur, effective controls must be in place and monitored for compliance.

As with all proposed projects, communities will have to document that there will be no duplication of benefits. This is especially important in areas that may receive additional federal assistance to address Irma-related impacts.

The Unmet Needs Assessment, which evaluates the three core aspects of recovery – housing, infrastructure and economic development, forms the basis for the decisions outlined in the Action Plan. It was developed with the help of many state and local stakeholders as well as the public, through county and local risk assessments and the public comment period, to determine how unmet needs can be addressed with these limited federal funds.

UPDATED NEEDS ASSESSMENT

DEO reached out to local units of government and asked them to report any updated data they had regarding needs assessments tied to Hurricanes Hermine and Matthew. Several counties reported they still had unmet needs even after payments from other sources.

The chart below shows the Real Property FEMA Verified Loss (FVL) determinations in the Florida Individual Assistance (IA) declared counties, from the approved Action Plan, and the most current data provided by HUD for FEMA Total Estimated Serious Unmet Needs. It shows Citrus, Volusia and St. Johns counties still have more than \$4,000,000 in unmet housing needs from damage resulting from Hurricanes Hermine and Matthew.

The most current FEMA data provided by HUD to DEO on August 22, 2017 shows the impacted counties listed below and their remaining unmet housing needs from damage resulting from Hurricanes Hermine and Matthew.

TABLE SA1: TOTAL ESTIMATED SERIOUS DAMAGED UNITS WITH UNMET NEEDS (HUD PROVIDED FEMA IA DATA MAY 22, 2017)		
COUNTY	COMBINED TOTAL FOR HOMEOWNERS AND RENTALS	
	COUNT	DOLLARS
St. Johns	573	\$18,637,274
Volusia	130	\$4,596,189
Citrus	132	\$4,116,872
Duval	36	\$1,198,320
Flagler	59	\$1,838,641
Pasco	92	\$2,813,160
Brevard	22	\$773,056
Putnam	55	\$1,633,228
Dixie	85	\$2,680,120
Levy	42	\$1,371,906
Hernando	34	\$1,056,673
Taylor	64	\$2,167,623
Leon	10	\$343,054
Nassau	12	\$347,693
Pinellas	10	\$292,783
Indian River	6	\$182,963
Manatee	62	\$2,030,404
Hillsborough	4	\$178,324
Seminole	1	\$45,688
Wakulla	1	\$27,455

The chart below shows the most current unmet need for disaster related home loans as of August 28, 2017.

TABLE SA2: HOME LOAN APPLICATIONS FOR FLORIDA			
COUNTY	APPLICATIONS RECEIVED	APPLICATIONS APPROVED	UNMET NEED (COUNT)
St. Johns	1063	488	575
Volusia	1801	678	1123
Citrus	212	85	127
Pasco	181	50	131
Dixie	55	5	50
Taylor	29	6	23
Manatee	49	4	45
Flagler	644	281	363
Putnam	185	61	124
Levy	72	24	48
Duval	604	204	400
Hernando	66	21	45

SBA Disaster Loan Statistics as of August 28, 2017

As stated in the Action Plan, mobile homes can be difficult to repair; cost may be disproportionately high compared to the overall structure. In addition to having a high number of mobile homes with verified loss, Volusia County is shown to have 81.64% of housing units built prior to 2000. Mobile homes built prior to 1994 are not insurable and cannot be repaired.

COMMUNITY PROFILE: SUMMARY OF IMPACT AND PRESIDENTIALLY DECLARED COUNTIES

HURRICANE HERMINE

Hurricane Hermine was a Category 1 hurricane (on the Saffir-Simpson Hurricane Wind Scale) that made landfall along the sparsely populated Big Bend coast of Florida just east of the City of St. Marks. Hermine was the first hurricane to make landfall in Florida since Wilma in 2005. There were no reports of hurricane force winds in the state (Figure 1)³.

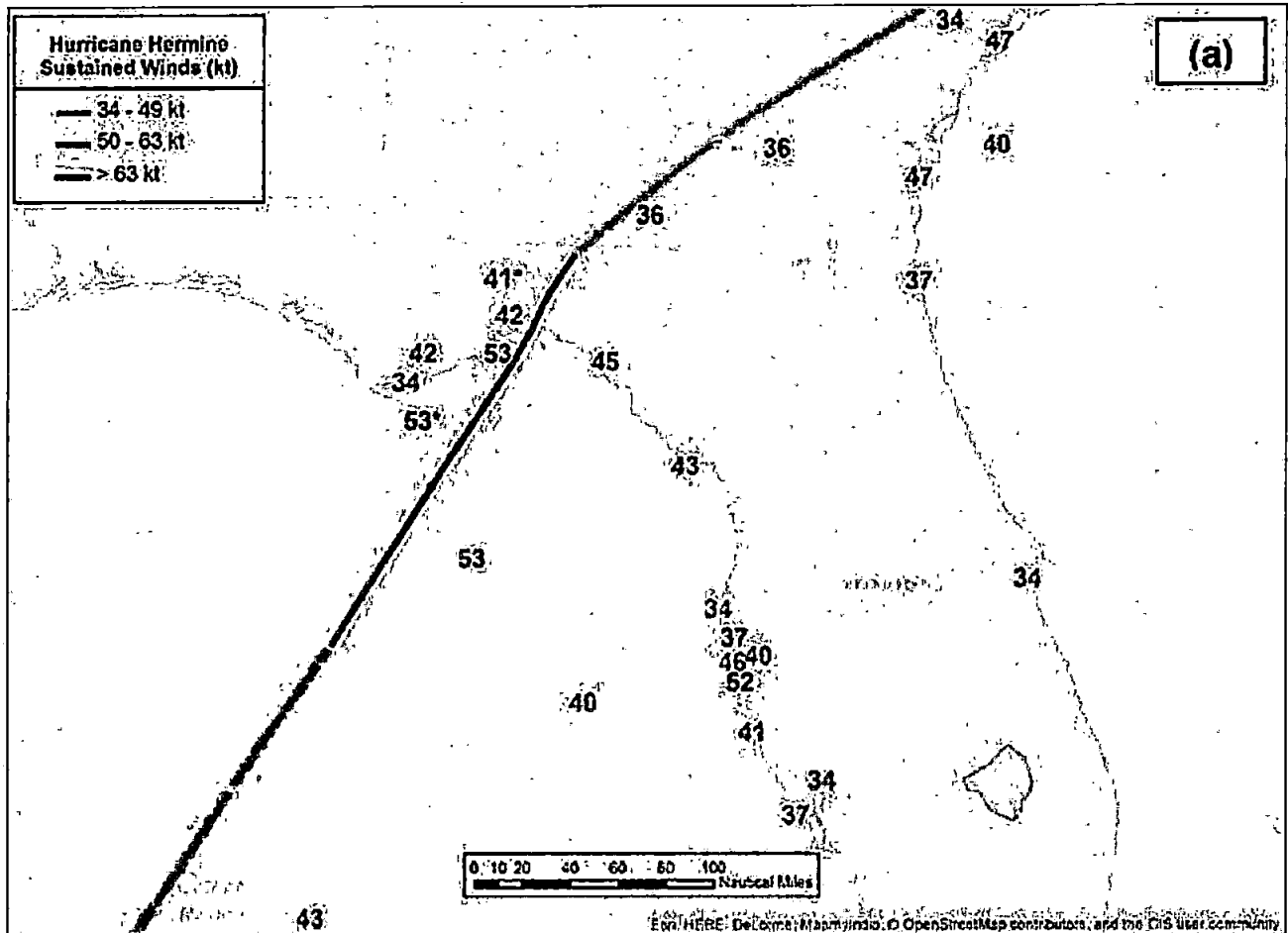


Figure 1: Hurricane Hermine Sustained Winds

Hermine brought moderate storm surge to coastal areas with the highest measured storm surge of 7.50 feet above normal tide levels occurring at a National Ocean Service gauge on Cedar Key. The combined effect of surge and tide produced maximum inundation levels of four to seven feet above ground level to the east of Hermine’s landfall location along the coastlines in Jefferson, Taylor, Dixie and Levy Counties (Figure 2).

³ http://www.nhc.noaa.gov/data/tcr/AL092016_Hermine.pdf

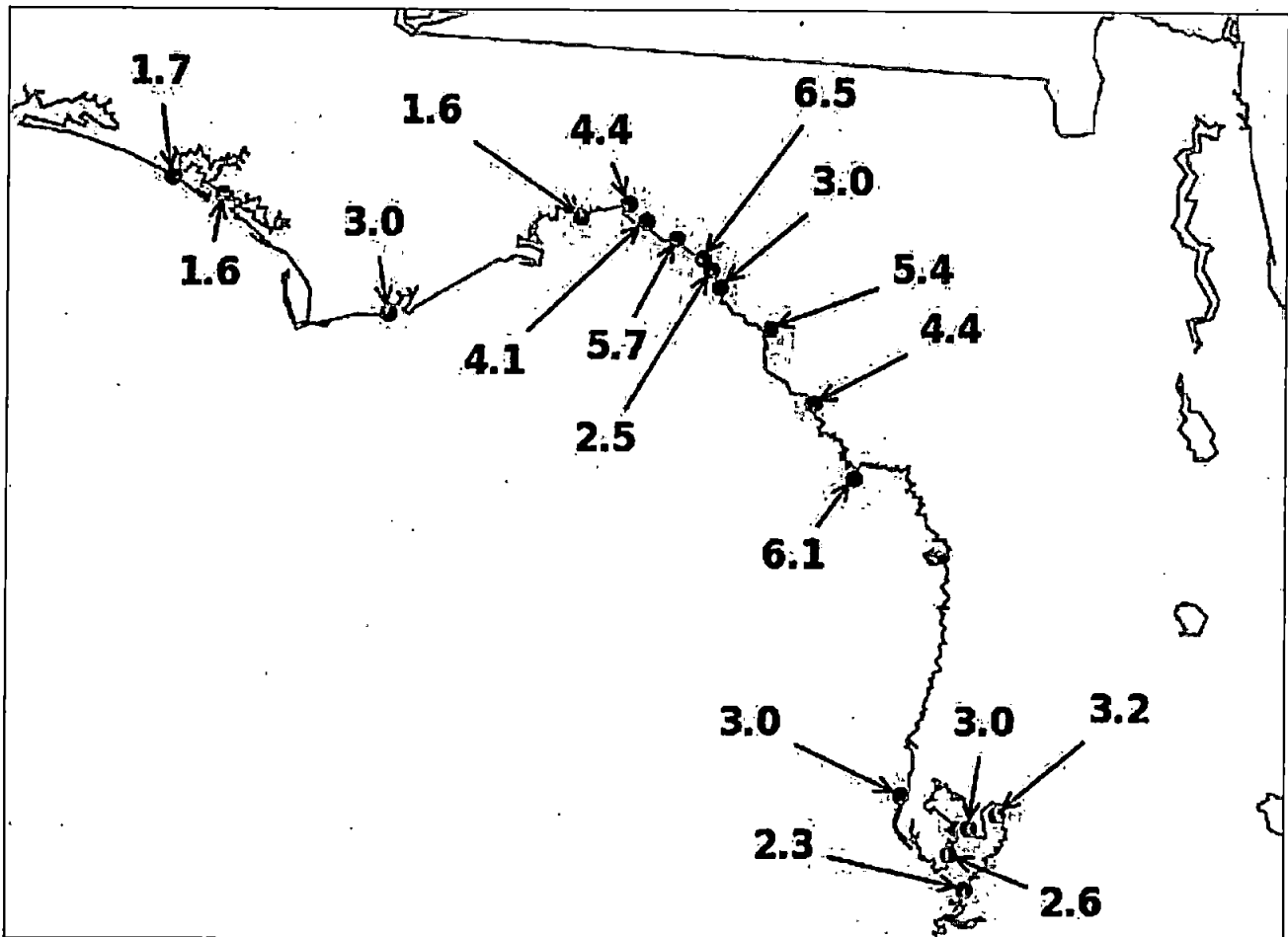


Figure 2: Hurricane Hermine Estimated Peak Inundation

Hermine produced heavy rainfall across much of western and northern Florida (Figure 3). The maximum reported storm-total rainfall was near Tarpon Springs, Florida, in Pinellas County, where 22.36 inches was measured between August 30 and September 2, 2016. More than 10 inches of rain were reported at other sites along the west coast of Florida, particularly in Pinellas, Pasco, Manatee and Charlotte Counties. The heavy rainfall caused flooding of streets and low-lying areas near the west coast of Florida, especially in Pinellas County where the rain was heaviest. Flooding occurred on several rivers in northern Florida, although only the Anclote River reached major flood stage. The river crested at 25.08 feet in Elfers, which was about seven feet above flood stage and one foot above major flood stage. Moderate flooding occurred on the Steinhatchee River near Steinhatchee, where the river crested almost four feet above flood stage at a level of 23.24 feet.

HURRICANE MATTHEW

Hurricane Matthew (Figure 4) brought storm surge up to eight feet in some areas, damaging winds (Figure 5), and rainfall (Figure 6) across most of the presidentially declared impact areas. In some places, these three hazards created a compound threat damaging homes and infrastructure.

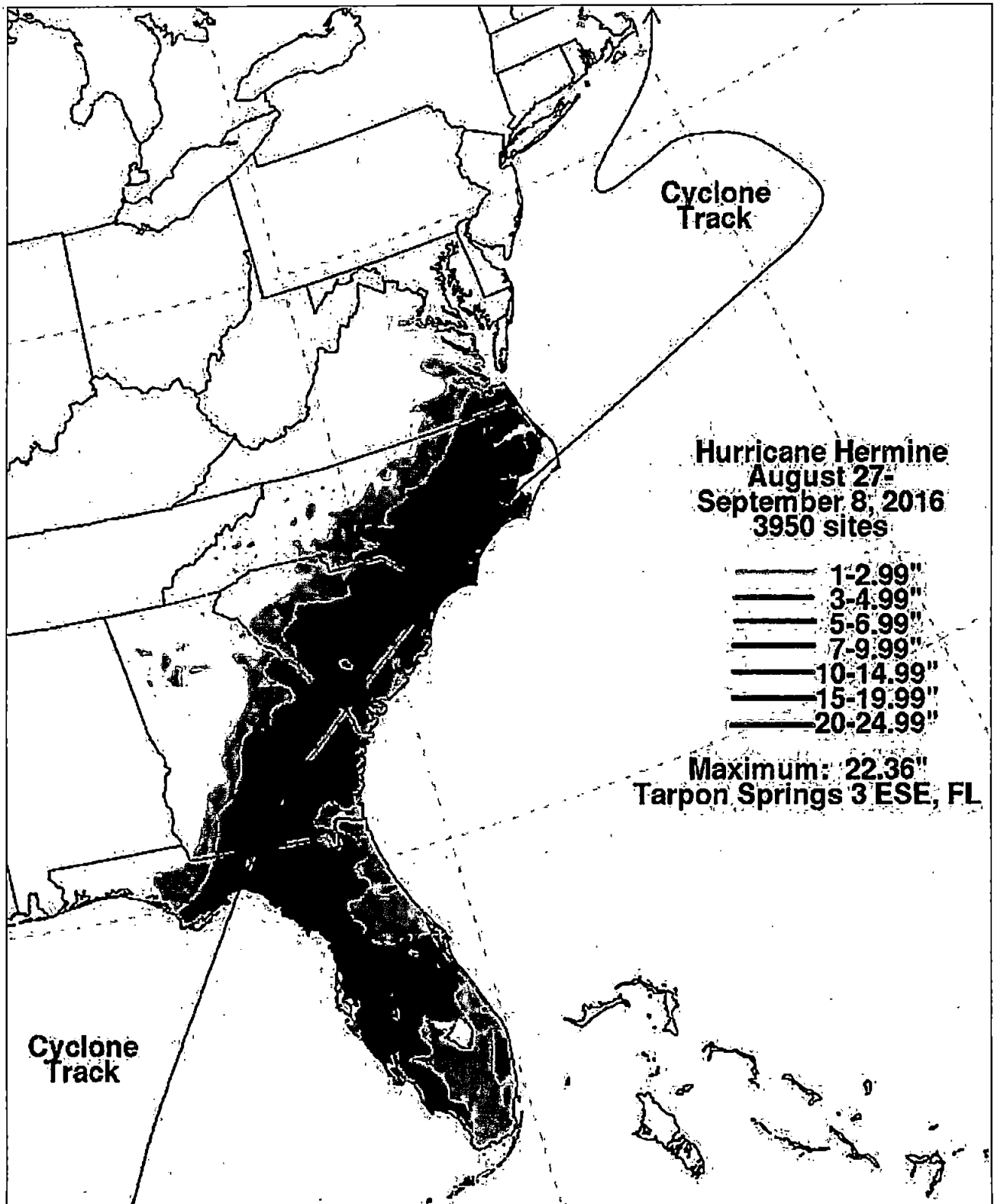


Figure 3: Hurricane Hermine Track and Rainfall Estimates

In addition to flooding, many homes were damaged by the combination of wind and rainfall. This has complicated the recovery process in that wind and rain damages can only be assessed on a case by case basis where areal flooding impacts are more easily ascertained for larger areas at once. Portions of the state saw high amounts of rainfall with several areas receiving more than 10 inches of rain in a 24 hour period⁴. Figure 6 below illustrates the extent and severity of the hurricane event and associated rainfall amounts. Inland areas, rather than the immediate coastline, experienced the largest amounts of rain. Orlando received nearly nine inches of rain, Jacksonville nearly seven inches, and Daytona Beach received almost six inches.

Storm surge flooding affected the St. Augustine area, including major flooding on Anastasia Island where water was reported to be 2.5 feet above ground level. To the south in nearby Flagler Beach, Florida, parts of Highway A1A were washed out by the storm surge. Some of the highest inundation occurred farther inland away from the immediate coast on smaller back bays and inland waterways. The St. Johns River in northeast Florida reached its highest level on record at Shands Bridge, along with 3 to 4.3 feet of storm surge inundation reported at the Racy Point, Red Bay Point and I-295 bridge tide gauges. The National Weather Service in Jacksonville conducted a storm survey and found that Matthew's force had carved a new inlet between Marineland and Matanzas Inlet, between Palm Coast and St. Augustine Beach, Florida.

A detailed accounting of post-storm impacts by counties can be found in the National Weather Service Post Tropical Cyclone Report. Included here are many references to wind, flooding, rain and surge damages⁵.

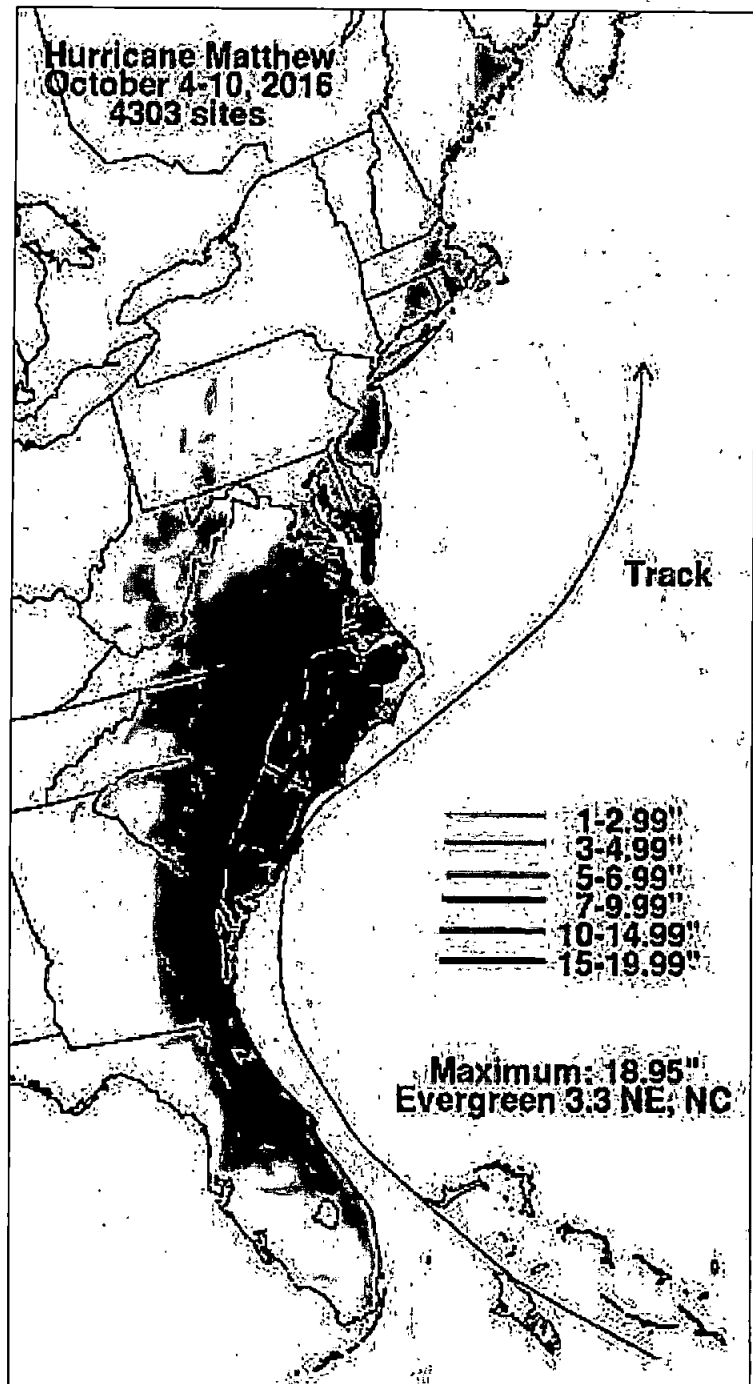


Figure 4: Hurricane Matthew Path and Associated Rainfall Areas

⁴ <https://weather.com/storms/hurricane/news/hurricane-matthew-bahamas-florida-georgia-carolinas-forecast>

⁵ <https://www.weather.gov/media/chs/MatthewPSH.pdf>

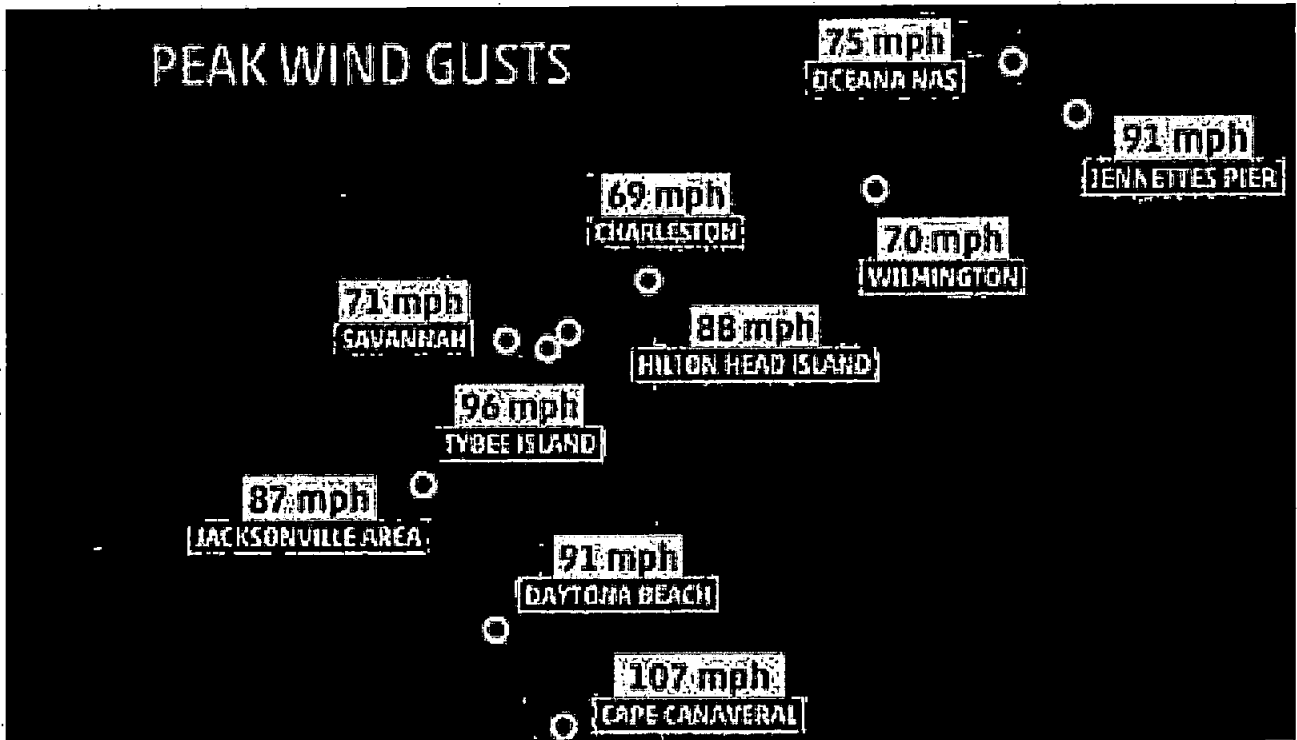


Figure 5: Hurricane Matthew Peak Wind Gusts⁶



Figure 6: Hurricane Matthew Rainfall Totals

⁶ <http://www.weather.gov/chs/HurricaneMatthew-Oct2016>

Major disaster declarations were issued for Hermine and Matthew on September 28 and October 11, 2016, respectively. The declarations for FEMA 4280 (Hermine) and 4283 (Matthew) included the following counties (Table 1, Table 2, and Figure 7):

TABLE 1: DECLARED COUNTY LIST FOR PRESIDENTIAL DISASTER DECLARATION 4280 (HERMINE)

COUNTY	DECLARATION TYPE	COUNTY	DECLARATION TYPE
Citrus	Individual and Public Assistance	Columbia	Public Assistance Only
Dixie	Individual and Public Assistance	Franklin	Public Assistance Only
Hernando	Individual and Public Assistance	Gadsden	Public Assistance Only
Hillsborough	Individual and Public Assistance	Gilchrist	Public Assistance Only
Leon	Individual and Public Assistance	Jefferson	Public Assistance Only
Levy	Individual and Public Assistance	Lafayette	Public Assistance Only
Manatee	Individual and Public Assistance	Liberty	Public Assistance Only
Pasco	Individual and Public Assistance	Madison	Public Assistance Only
Pinellas	Individual and Public Assistance	Marion	Public Assistance Only
Taylor	Individual and Public Assistance	Sarasota	Public Assistance Only
Wakulla	Individual and Public Assistance	Sumter	Public Assistance Only
Alachua	Public Assistance Only	Suwannee	Public Assistance Only
Baker	Public Assistance Only	Union	Public Assistance Only

TOTALS: 11 INDIVIDUAL AND PUBLIC ASSISTANCE AND 15 PUBLIC ASSISTANCE ONLY

TABLE 2: DECLARED COUNTY LIST FOR PRESIDENTIAL DISASTER DECLARATION 4283 (MATTHEW)

COUNTY	DECLARATION TYPE	COUNTY	DECLARATION TYPE
Brevard	Individual and Public Assistance	Bradford	Public Assistance Only
Duval	Individual and Public Assistance	Broward	Public Assistance Only
Flagler	Individual and Public Assistance	Clay	Public Assistance Only
Indian River	Individual and Public Assistance	Lake	Public Assistance Only
Nassau	Individual and Public Assistance	Martin	Public Assistance Only
Putnam	Individual and Public Assistance	Orange	Public Assistance Only
Seminole	Individual and Public Assistance	Osceola	Public Assistance Only
St. Johns	Individual and Public Assistance	Palm Beach	Public Assistance Only
Volusia	Individual and Public Assistance	St. Lucie	Public Assistance Only

TOTALS: 9 INDIVIDUAL AND PUBLIC ASSISTANCE AND 9 PUBLIC ASSISTANCE ONLY

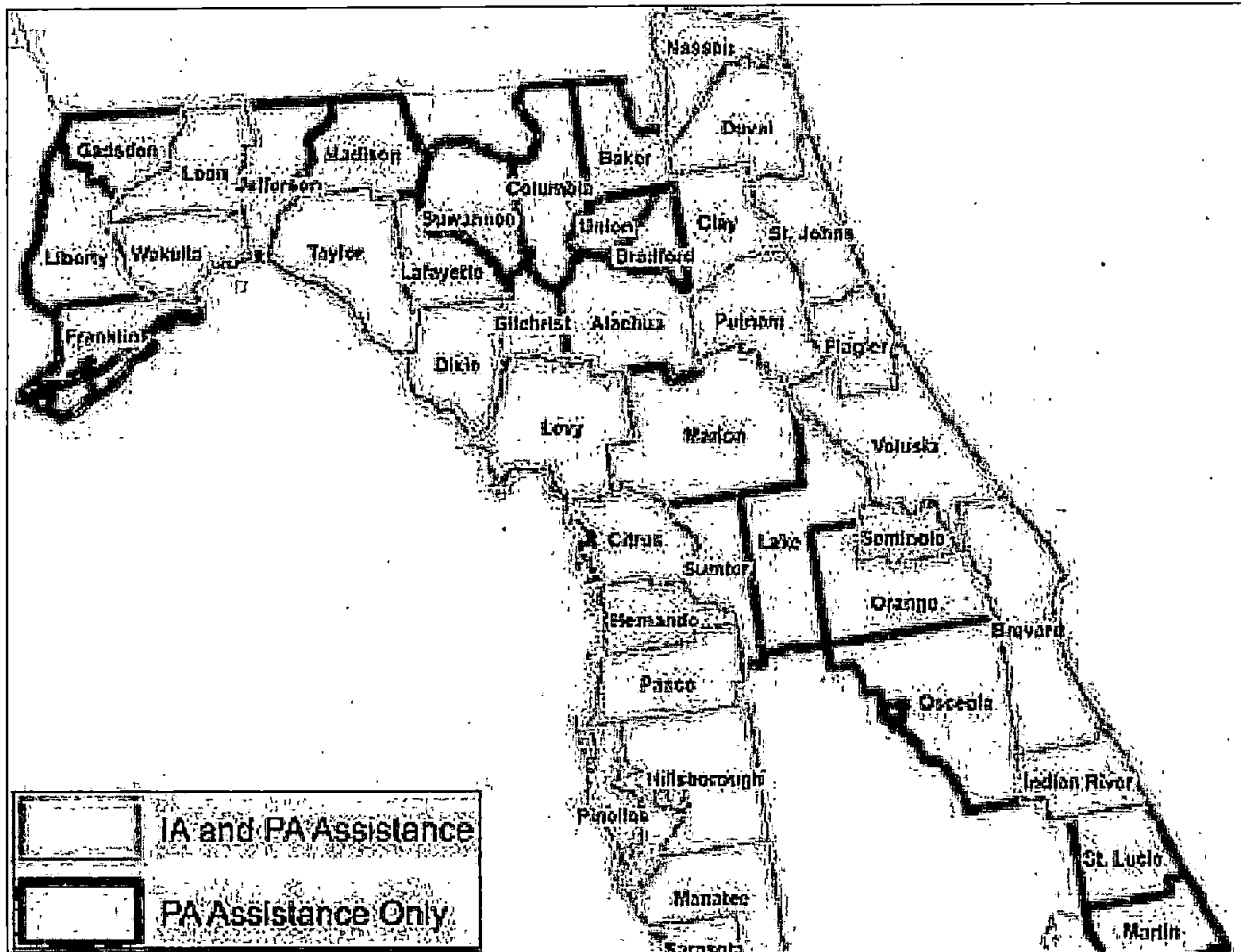


Figure 7: Declared Counties for Presidential Disaster Declarations 4280 (Hermine) and 4283 (Matthew)

DEMOGRAPHIC PROFILE OF THE IMPACTED AREA

Table 3 profiles socio-economics and demographics for the Hurricane Hermine and Matthew impacted counties of Florida. More than one-third (34 percent) of Florida's population resides in the impacted area covered in this assessment. The population in the impacted area differs from the statewide population in several key areas.

First, the areas impacted by these hurricanes have a much higher population percentage per county than Florida as a whole (13 percent). These impacted counties also have a significantly higher elder population (10.5 percent) than the county average and 28 percent more veterans than the average county. Impacted counties have: higher poverty (16.6 percent of people), 23 percent more people with a disability, and 10 percent more people without health insurance than the rest of the state. Poverty is an indicator of places that might see greater impacts from disasters because of a general lack of ability to prepare.

TABLE 3: DEMOGRAPHIC PROFILE INFORMATION — AMERICAN COMMUNITY SURVEY DATA, 2015 RELEASE

POPULATION CHARACTERISTICS	HURRICANES HERMINE AND MATTHEW COUNTIES	FLORIDA — STATEWIDE
Population Estimates, July 1, 2015	6,954,534	20,271,272
Persons Under 5 Years, Percent, July 1, 2015	5.0%	5.4%
Persons 65 Years and Over, Percent, July 1, 2015	21.7%	19.4%
White Alone, Percent, July 1, 2015	82.7%	77.7%
Black or African American Alone, Percent, July 1, 2015	12.6%	16.8%
American Indian and Alaska Native Alone, Percent, July 1, 2015	0.5%	0.5%
Asian Alone, Percent, July 1, 2015	2.2%	2.8%
Two or More Races, Percent, July 1, 2015	2.0%	2.0%
Hispanic or Latino, Percent, July 1, 2015	10.2%	24.5%
Veterans, 2011-2015	625,796	1,507,738
Foreign Born Persons, Percent, 2011-2015	7.7%	19.7%
Total Housing Units, July 1, 2015	3,240,802	9,209,857
Owner-Occupied Housing Unit Rate, 2011-2015	71.6%	65.3%
Median Value of Owner-Occupied Housing Units, 2011-2015	\$139,405	\$159,000
Median Gross Rent, 2011-2015	\$887	\$1,002
Building Permits (Issued), 2015	35,430	109,924
Households, 2011-2015	2,635,072	7,300,494
Persons Per Household, 2011-2015	2.5	2.6
Language Other Than English Spoken at Home, Percent 5 Years+, 2011-2015	11.4%	28.1%
High School Graduate or Higher, Percent of Persons age 25 years+, 2011-2015	87.4%	86.9%
Bachelor's Degree or Higher, Percent of Persons Age 25 Years+, 2011-2015	23.4%	27.3%
With a Disability, Under Age 65 Years, Percent, 2011-2015	11.1%	8.5%
Persons Without Health Insurance, Under Age 65 Years, Percent	18.0%	16.2%
In Civilian Labor Force, Total, Percent of Population Age 16 Years+, 2011-2015	53.6%	58.8%
Median Household Income (in 2015 dollars), 2011-2015	\$45,808	\$47,507
Per Capita Income in Past 12 Months (in 2015 dollars), 2011-2015	\$25,255	\$26,829
Persons Living in Poverty, Percent	16.6%	15.7%

IMPACT ON LOW-AND-MODERATE-INCOME POPULATIONS

All projects supported by HUD Community Development Block Grant (CDBG) assistance must meet one of the program's three National Objectives: (1) benefiting low- and moderate-income (LMI) persons, (2) aiding in the prevention or elimination of slums or blight, or (3) meeting a need having particular urgency (urgent need)⁷.

Low- to moderate- income households are defined as households that do not exceed 80 percent of the area median income (AMI) for their area, as determined by HUD. These income categories are grouped into the following classifications⁸:

- **Very low income** – has an annual income at 30 percent or below the area median income;
- **Low income** – has an annual income at 31 percent to 50 percent of the area median income; and
- **Moderate income** – has an annual income at 51 percent to 80 percent of the area median income.

⁷ These National Objective definitions and corresponding language are set by HUD regulation.

⁸ The term "Low-and-Moderate Income" is defined in the Housing and Community Development Act of 1974 as:

The terms "persons of low and moderate income" and "low- and moderate-income persons" mean families and individuals whose incomes do not exceed 80 percent of the median income of the area involved, as determined by the Secretary with adjustments for smaller and larger families. The term "persons of low income" means families and individuals whose incomes do not exceed 50 percent of the median income of the area involved, as determined by the Secretary with adjustments for smaller and larger families. The term "persons of moderate income" means families and individuals whose incomes exceed 50 percent, but do not exceed 80 percent, of the median income of the area involved, as determined by the Secretary with adjustments for smaller and larger families.

For the purpose of CDBG-DR programs, grantee's apply the above terminology consistent with the original language of the Housing Act and reporting designations in the HUD Disaster Recovery Grant Reporting (DRGR) system⁹. Please refer to *Appendix 1: HUD Income Limits* for income categories in the declared counties.

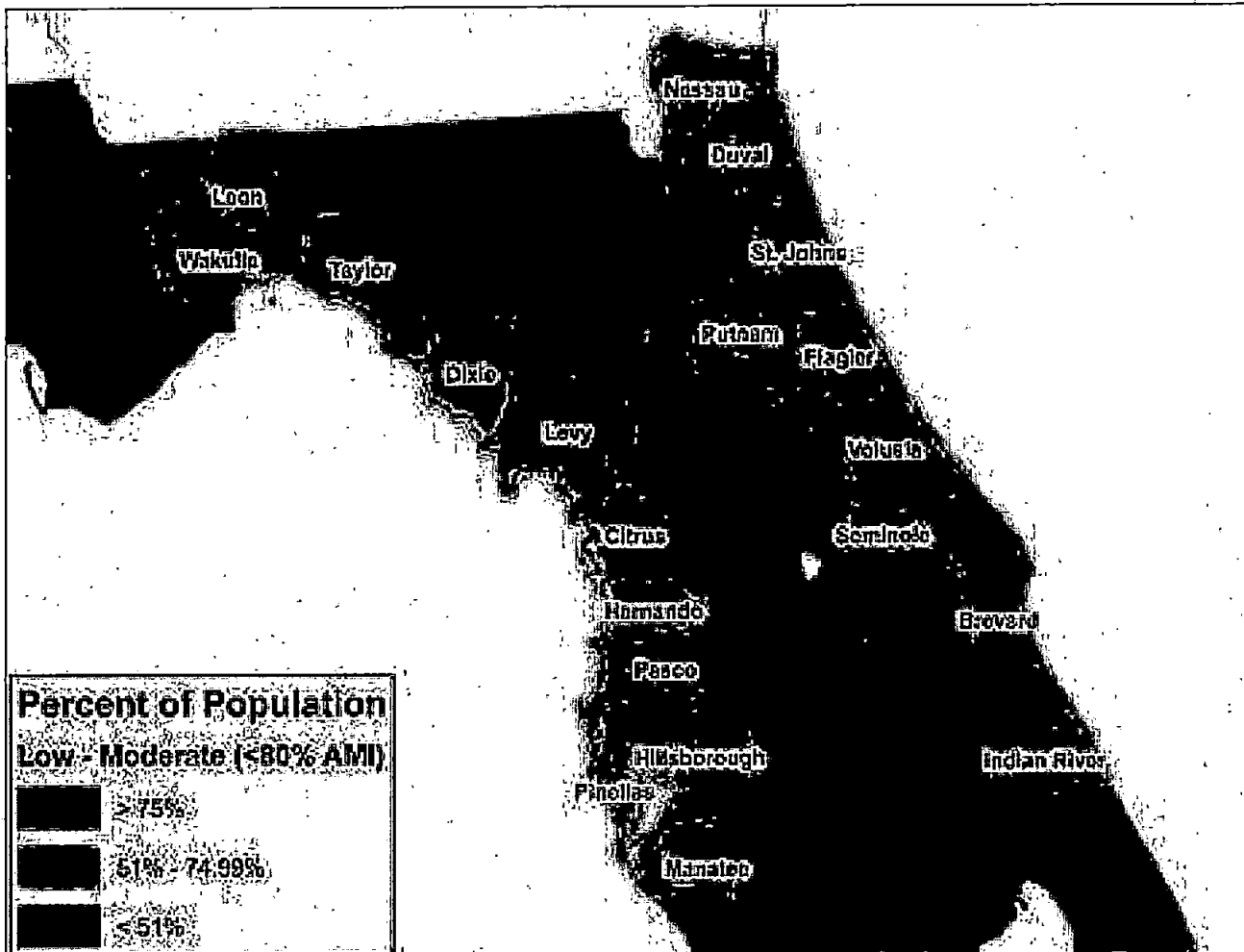


Figure 8: Low to Moderate Income by Block Group

Every impacted county has areas meeting HUD's 51 percent LMI threshold criteria, but some counties have much larger LMI populations than others (Figure 8). Table 4 below illustrates the count of block groups and sum of populations by low-moderate income levels within impacted counties. What becomes clear when looking at the number of people who are low to moderate income is that every county has multiple areas (block groups) characterized by very low income levels. When block group populations are examined, additional LMI concentrations within each county become apparent, as illustrated in (Figure 9 - Figure 13) below, and Appendix 2 where LMI Maps for Individual Assistance Designated Counties detail block group level LMI information for every presidentially declared county.

⁹ HUD Program Income Limits are published annually for use across all HUD funded program and contain incongruous terminology to the Housing Act. Terminology published in the annual income limits is applied to other HUD funded formula allocation programs to support individual income group targets within the LMI category: <https://www.huduser.gov/portal/datasets/il.html>

TABLE 4: LMI POPULATION COUNTS BY BLOCK GROUP AND COUNTY FOR MATTHEW IMPACTED COUNTIES¹⁰

COUNTY	< 51% COUNT	< 51% POPULATION	51%-75% COUNT	51%-75% POPULATION	> 75% COUNT	> 75% POPULATION
Brevard	239	124,655	66	55,205	13	12,430
Citrus	78	39,680	9	8,495	1	740
Dixie	8	3,450	4	3,045	1	240
Duval	309	174,210	131	116,280	50	46,705
Flagler	41	22,080	11	14,000		
Hernando	74	43,545	31	24,500	2	1,050
Hillsborough	590	220,115	223	162,995	68	62,740
Indian River	69	31,560	19	16,970	5	4,665
Leon	108	38,115	38	31,230	31	40,790
Levy	23	12,800	6	4,050		
Manatee	126	62,360	54	41,050	23	26,855
Nassau	34	19,940	5	3,775	1	470
Pasco	204	96,330	89	67,870	15	14,245
Pinellas	533	206,415	152	104,430	36	27,130
Putnam	42	17,685	17	12,460	2	2,120
Seminole	194	93,675	31	29,800	10	9,850
St. Johns	69	36,065	12	12,595	1	1,150
Taylor	15	5,590	4	1,760	1	500
Volusia	204	114,020	68	60,830	17	12,625
Walton	13	8,090	2	2,050	—	—
TOTAL	2,960	1,362,290	970	771,340	282	274,285

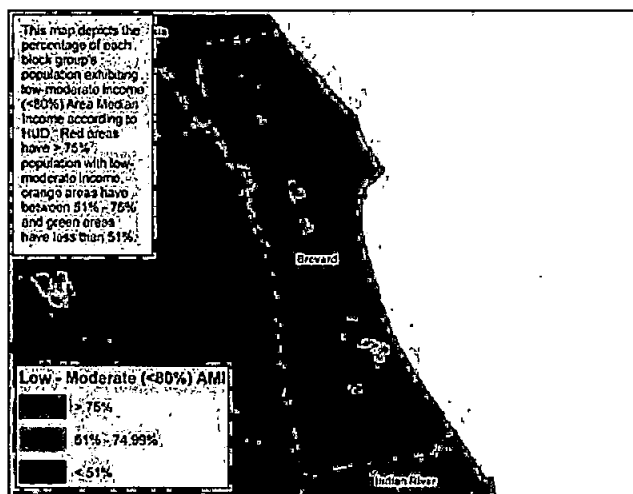


Figure 9: Low to Moderate Income by Block Group – Brevard County

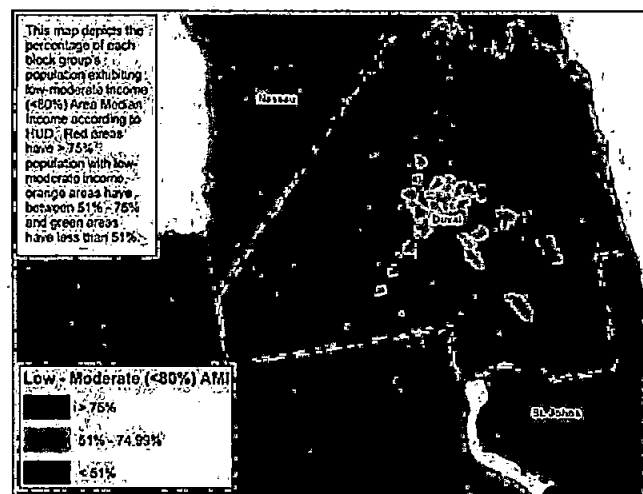


Figure 10: Low to Moderate Income by Block Group – Duval County

¹⁰ <https://www.hudexchange.info/programs/acs-low-mod-summary-data/acs-low-mod-summary-data-block-groups-places/>

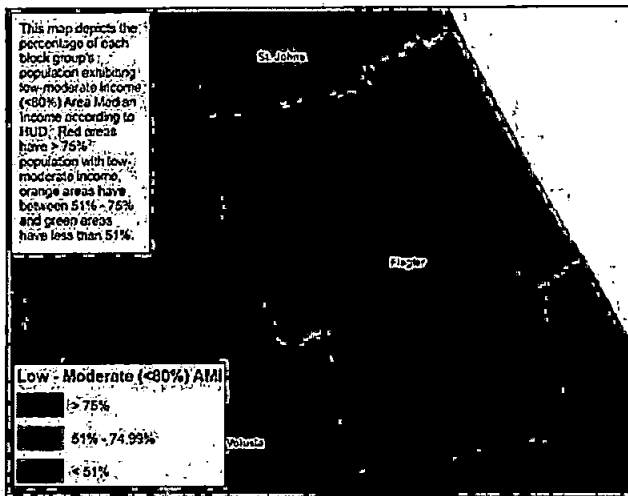


Figure 11: Low to Moderate Income by Block Group – Flagler County

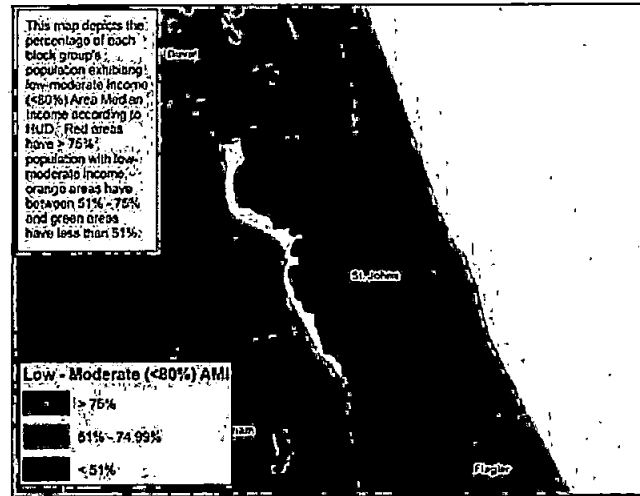


Figure 12: Low to Moderate Income by Block Group – St. Johns County

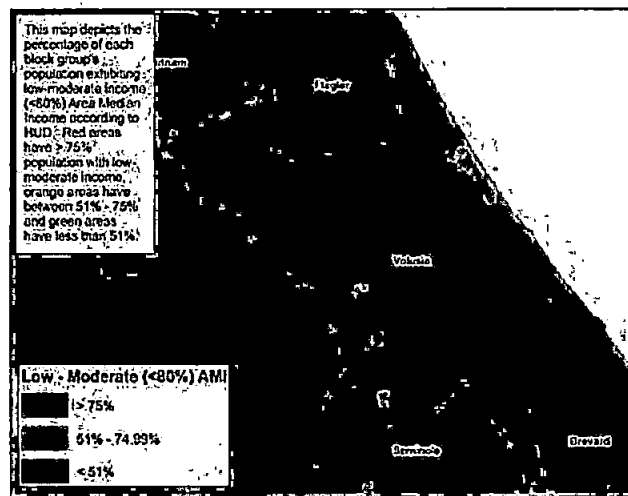


Figure 13: Low to Moderate Income by Block Group – Volusia County

IMPACT ON SPECIAL NEEDS POPULATIONS

Individuals with access and functional needs will require assistance with accessing and/or receiving disaster resources. These individuals could be children, older adults, pregnant women, from diverse cultures, transportation disadvantaged, homeless, have chronic medical disorders, and/or a pharmacological dependency. They could have disabilities, live in institutions, have limited English proficiency or altogether be non-English speaking¹¹.

Specialized resources may include, but are not limited to, public or private social services, accommodations, information, transportation or medications to maintain health. Care should be taken to ensure that individuals are able to access disaster recovery resources.

¹¹ US Dept. of Health and Human Services, Office of the Assistant Secretary for Preparedness and Response. "Public Health Emergency" – <http://www.phe.gov/Preparedness/planning/abc/Pages/atrisk.aspx>

According to U.S. Census data, approximately 5.54 percent of the population in the impacted counties speaks a language other than English at home and does not understand English well. Hillsborough (9.83 percent), Flagler (6.71 percent), Manatee (5.94 percent), Indian River (5.35 percent), Pinellas (5.28 percent) and Duval (5.15 percent) counties have the highest percent of the population speaking different languages and not understanding English well¹². Outreach to those eligible for assistance will require consideration of the language needs of these populations (see the sections on Outreach and Citizen Participation for more information).

The map below shows concentrations of limited English by census tract (Figure 14), followed by Table 5 that shows the number of residents who speak only English or who speak Spanish or other languages, by county.

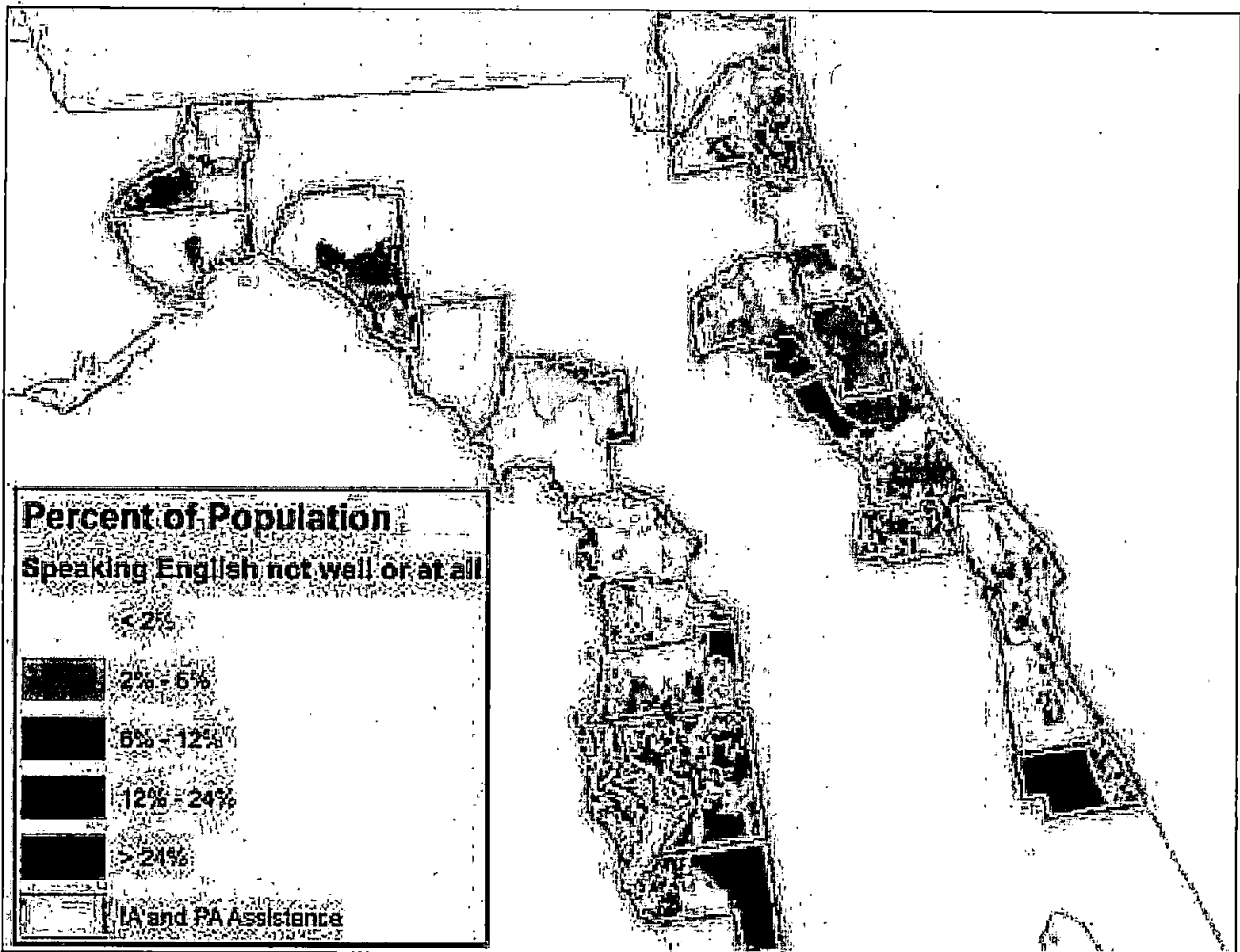


Figure 14: Percent of Tract Population Speaking English Not Well or Not At All

¹² Source: U.S. Census Bureau, 2011-2015 American Community Survey 5-Year Estimates, Table 16001. County-level percent calculations by the Florida Department of Revenue and Fiscal Affairs - Health and Demographics Section.

TABLE 5: LANGUAGE SPOKEN AT HOME AND ABILITY TO SPEAK ENGLISH
FOR PERSONS 5 YEARS AND OVER IN FLORIDA (2011-2015)

COUNTY	TOTAL	SPEAKS ONLY ENGLISH		SPEAKS SPANISH		SPEAKS OTHER LANGUAGE	
		NUMBER	PERCENT	NUMBER	PERCENT	NUMBER	PERCENT
Brevard	527,527	472,256	89.52%	10,452	1.98%	7,274	1.38%
Citrus	134,267	126,237	94.02%	1,520	1.13%	1,073	0.80%
Dixie	15,275	14,701	96.24%	130	0.85%	44	0.29%
Duval	830,258	718,411	86.53%	18,401	2.22%	24,318	2.93%
Flagler	96,414	81,974	85.02%	2,578	2.67%	3,887	4.03%
Hernando	167,018	148,918	89.16%	3,763	2.25%	1,863	1.12%
Hillsborough	1,219,613	884,020	72.48%	96,961	7.95%	22,872	1.88%
Indian River	136,498	117,679	86.21%	5,493	4.02%	1,807	1.32%
Leon	267,894	240,146	89.64%	2,268	0.85%	4,553	1.62%
Levy	37,791	35,335	93.50%	865	2.29%	184	0.49%
Manatee	325,951	272,717	83.67%	17,522	5.38%	4,896	1.50%
Nassau	71,986	69,531	96.59%	406	0.56%	203	0.28%
Pasco	454,546	389,082	85.60%	12,914	2.84%	7,256	1.60%
Pinellas	889,154	767,354	86.30%	22,621	2.54%	24,282	2.73%
Putnam	68,427	62,335	91.10%	2,263	3.31%	292	0.43%
Seminole	200,082	183,365	91.64%	2,545	1.27%	2,393	1.20%
St. Johns	414,443	332,187	80.15%	17,525	4.23%	7,103	1.71%
Taylor	21,430	20,237	94.43%	329	1.54%	165	0.77%
Volusia	479,923	416,890	86.87%	14,882	3.10%	5,933	1.24%
Wakulla	29,546	27,752	93.93%	221	0.75%	108	0.37%
IMPACTED COUNTRIES	6,388,043	5,381,127	84.24%	233,859	3.66%	120,306	1.88%

Populations over the age of 65 or households with children under the age of five increases vulnerability. The map below (Figure 15) shows concentrations of households with these elderly and young populations, by census tract. Concentrations of these age dependent populations are noticeable in Citrus, Hernando, Indian River, Pasco and Volusia counties in particular.

Additionally, the map below (Figure 16) shows relative concentrations of poverty in Duval, Hillsborough, Levy and Putnam counties, followed by a map of larger concentrations of unemployment across the region (Figure 17).

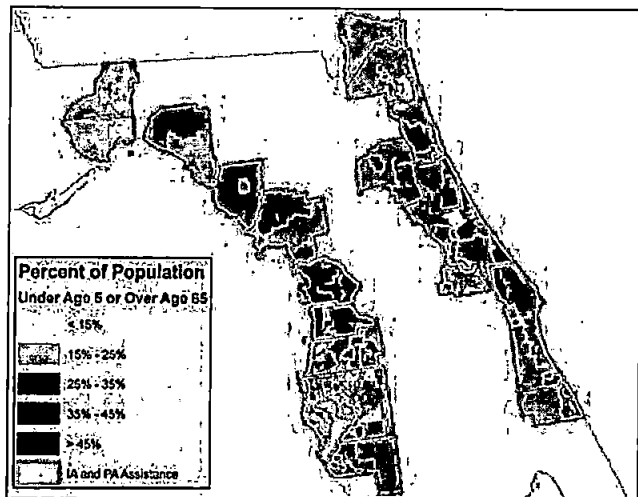


Figure 15: Age Dependent (< 5 Years or > 65 Years) Population by Tract

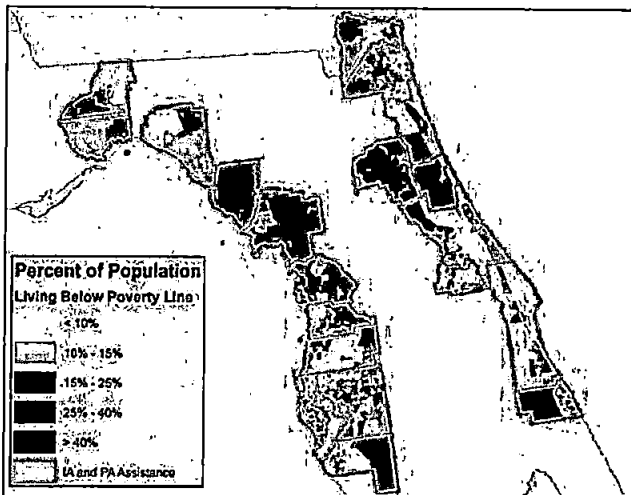


Figure 16: Percent of Population Living Below Poverty Line by Tract

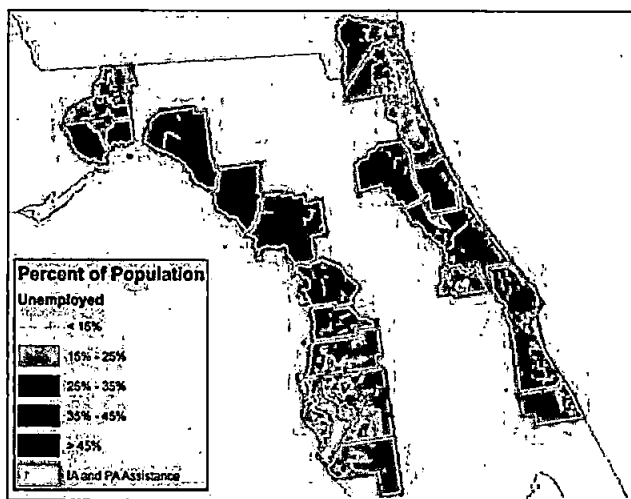


Figure 17: Percent Unemployment by Tract

In addition to the aforementioned disadvantaged populations, program intake should carefully consider the following social characteristics which may lead to a decreased ability to access intake centers. Table 6 displays counts of FEMA Individual Assistance applicants by specific special need category. Renters are a vulnerable subgroup because they must rely on landlords for safe and sanitary housing. Those over age 65 might have mobility and health issues making it difficult to leave home to access services (Figure 15). Those with identified access and function needs must be accounted for in any program deployment, and those living in mobile homes and travel trailers are more susceptible to future impacts than those living in more solid housing. Finally, those without access

to a vehicle (Figure 18) must be taken into account in deploying a successful action plan for disaster recovery. Either intake center placement should be nearer to these disadvantaged populations or plans should be made to ensure that those without mobility have equal access to program staff through outreach.

TABLE 6: FEMA INDIVIDUAL ASSISTANCE APPLICANTS BY SPECIAL NEEDS CATEGORY

COUNTY	RENTERS	AGE OVER 65	ACCESS AND FUNCTIONAL NEEDS	LIVING IN MOBILE HOMES/ TRAVEL TRAILERS
Brevard	1,345	1,409	93	1,051
Citrus	207	367	22	195
Dixie	51	136	4	191
Duval	1,442	1,073	75	372
Flagler	1,143	1,736	46	508
Hernando	76	107	6	52
Hillsborough	54	56	3	36
Indian River	230	133	14	127
Leon	563	200	37	276
Levy	73	125	6	140
Manatee	344	52	12	37
Nassau	110	154	6	131
Pasco	248	235	19	313
Pinellas	178	101	14	95
Putnam	429	478	27	770
Seminole	239	176	12	82
St. Johns	1,357	1,559	67	786
Taylor	32	130	10	109
Volusia	3,968	5,493	217	3,637
Wakulla	33	42	5	55

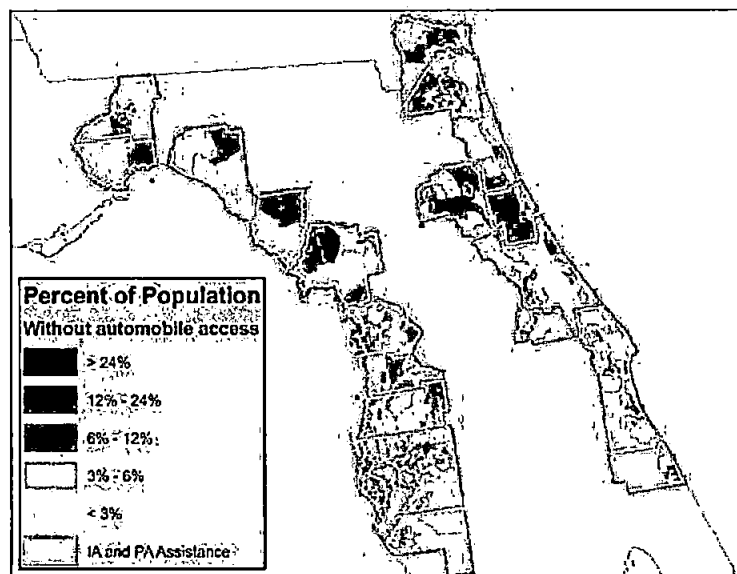


Figure 18: Percent of Tract Population without automobile access

TRANSITIONAL HOUSING/HOMELESSNESS

The rain, winds, and flooding from Hermine and Matthew impacted community members across all walks of life. Table 7 below shows the homeless population of each county impacted by the hurricanes.

TABLE 7: HOMELESS POPULATIONS BY COUNTY					
FDD 4280 - HURRICANE HERMINE			FDD 4283 - HURRICANE MATTHEW		
COUNTY	2014	2015	COUNTY	2014	2015
Alachua	1,516	636	Bradford	●	●
Baker	●	●	Brevard	1,567	1,178
Citrus	188	180	Broward	2,738	2,624
Columbia	473	538	Clay	102	147
Dixie	●	●	Duval	1,801	1,566
Franklin	●	23	Flagler	188	105
Gadsden	●	9	Indian River	1,048	812
Gilchrist	●	●	Lake	187	265
Hernando	77	218	Martin	567	504
Hillsborough	2,291	1,931	Nassau	93	140
Jefferson	●	4	Orange	1,701	1,396
Lafayette	60	68	Osceola	278	372
Leon	805	808	Palm Beach	1,559	1,421
Levy	●	13	Putnam	49	26
Liberty	●	2	Seminole	275	344
Madison	●	1	St. Johns	1,401	1,161
Manatee	494	308	St. Lucie	976	1,096
Marion	918	787	Volusia	1,445	1,222
Pasco	3,305	1,045			
Pinellas	3,391	3,387			
Sarasota	891	943			
Sumter	59	68			
Suwanee	308	350			
Taylor	●	●			
Union	●	●			
Wakulla	●	●			
			<ul style="list-style-type: none"> ● "No Count" was indicated in the data ● Indicates the number "0" was represented in the data 		
COUNT FOR IMPACTED AREAS	14,776	11,319	COUNT FOR IMPACTED AREAS	17,989	16,394

EMERGENCY SHELTERS

Emergency sheltering for Hurricane Hermine was minimal. The American Red Cross reported only 40 people in seven shelters during the hurricane event (Table 8). Conversely the massive evacuation ordered for coastal Florida in the days preceding Matthew resulted in residents seeking shelter in hotels, motels, homes of friends and families, as well as public shelters across the state. The state, along with various churches, charitable groups and schools, helped to serve this need. A total of 149 shelters were open in 31 counties between October 6 and October 28, 2016.

Table 9 shows the number of shelters and populations sheltered across the state during hurricane Matthew. These tables, sourced from the Florida Division of Emergency Management may reflect a lower number of sheltered populations than information from local data sources. For example, communication with Flagler County indicates that their maximum sheltered in any one night was nearly 2,000. Additionally, St. Johns County reported eight shelters housing nearly 2,100 people from October 6-9, 2016, and then a single shelter operating until October 27 sheltering 125 people.

TABLE 8: EVACUATION SHELTERS IN USE DURING HURRICANE HERMINE

COUNTY	SHELTER NAME
Columbia	Mason City Community Center
Dixie	Trail Rider Community Center
Leon	Bethel AME Church
Taylor	Williston High School
Pasco	Mike Fasano Regional Hurricane Shelter
Taylor	Taylor Elementary
Wakulla	Crawfordville Elementary School

TABLE 9: SHELTER OCCUPANCY BY COUNTY FOR HURRICANE MATTHEW¹³

COUNTY	SHELTERS IN OPERATION	TOTAL SHELTERED (ALL DAYS)	MAXIMUM SHELTERED (ANY SINGLE NIGHT)
Baker	1	15	8
Bradford	2	62	57
Brevard	17	3,035	1,621
Broward	10	3,962	2,625
Clay	5	769	429
Columbia	3	261	192
Duval	12	4,307	2,393
Flagler	3	464	201
Hendry	2	372	372
Hillsborough	5	129	115
Indian River	5	1,303	1,303
Lake	5	112	110
Leon	3	424	327
Madison	1	116	58
Manatee	1	39	39
Martin	7	1,717	1,495
Miami-Dade	4	1,031	797
Nassau	5	763	412
Okeechobee	3	468	468
Orange	2	415	235
Osceola	5	582	325
Palm Beach	14	8,083	7,304
Pinellas	1	3	3
Polk	6	543	543
Putnam	1	60	27
Saint Johns	2	636	87
Saint Lucie	7	1,937	1,907
Seminole	5	598	444
Sumter	1	88	44
Taylor	1	60	60
Volusia	10	751	569
TOTAL	149	33,165	24,570

¹³ Shelter data in this table was provided by the Florida Division of Emergency Management. Local municipalities may have additional data apart from this formal dataset.

UNMET NEEDS ASSESSMENT DATA

Understanding where impacts and unmet needs remain following these disasters requires analysis of various datasets pertaining to each of the three sectors: housing, infrastructure and economy. In some instances, data on impacts and support can be collected from open source federal datasets and in others, close collaboration with states and locals is required to ensure appropriate data is utilized. Data gathered and analyzed in the assessment of impacts and unmet needs is listed in Table 10 below.

TABLE 10: DATA SOURCES UTILIZED IN THE ASSESSMENT OF IMPACTS AND UNMET NEEDS		
DATA	SOURCE	DATE
HOUSING		
FEMA Housing Assistance - Owners FEMA Housing Assistance - Renters FEMA FIDA Applicant Report SBA Home Applicant Report Florida Matthew Flood Claims	Open FEMA Dataset Open FEMA Dataset FEMA Regional Office Small Business Administration National Flood Insurance Program	3/28/2017 3/28/2017 3/22/2017 3/6/2017 3/13/2017
INFRASTRUCTURE		
PA Project Worksheet Summary - Hermine PA Project Worksheet Summary - Matthew Public Assistance Funded Project Details	Florida Division of Emergency Management Florida Division of Emergency Management Open FEMA Dataset	3/27/2017 3/27/2017 3/10/2017
ECONOMY		
USDA Crop Indemnity USDA Crop Coverage Levels	United States Department of Agriculture United States Department of Agriculture	3/9/2017 3/9/2017

SUMMARY OF IMPACTS AND UNMET NEEDS

Analysis of available datasets indicates that residual need from Hurricanes Hermine and Matthew can be found across housing, infrastructure, and economic sectors. Estimated total impacts (Table 11) from these storms is about \$1.4 billion across the three sectors and total estimated unmet needs top \$494 million. Evidence (discussed in greater detail below) indicates that the housing sector has the most remaining unmet need (68.3 percent), followed by the infrastructure (25.4 percent), and economy (6.3 percent), indicating that any program focused on housing recovery will have a high impact on overall recovery across the state (Figure 19 and Table 11).

SUMMARY OF IMPACT AND UNMET NEEDS

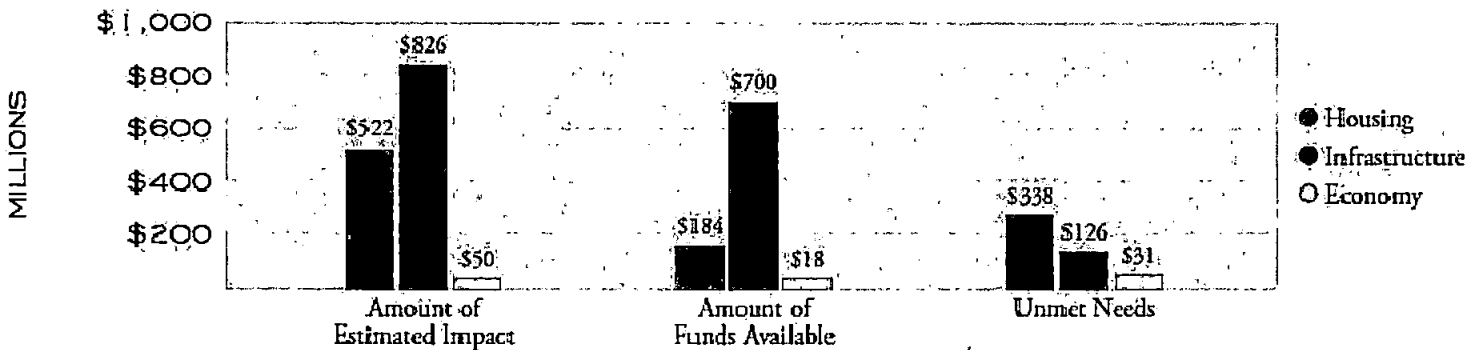


Figure 19: Breakdown of Impacts, Support, and Unmet Need by Recovery Category

TABLE 11: ESTIMATED IMPACT, SUPPORT, AND UNMET NEEDS

SUMMARY OF IMPACTS/SUPPORT	HOUSING	INFRASTRUCTURE	ECONOMY	TOTAL
Amount of Estimated Impact	\$521,878,904	\$825,884,954	\$49,679,691	\$1,397,443,549
Amount of Funds Available	\$184,102,929	\$700,135,842	\$18,495,843	\$902,734,614
Unmet Needs	\$337,775,975	\$125,749,112	\$31,183,847	\$494,708,934
PERCENT OF TOTAL	68.28%	25.42%	6.30%	

HOUSING IMPACT

Table 12 below shows the Real Property FEMA Verified Loss (FVL) determinations in the Florida (IA) Individual Assistance declared counties. Real Property FEMA Verified Losses are those losses to real property (physical structures) identified by FEMA upon inspection. As noted in Table 12, each county has a different number of homes inspected by FEMA. Inspection rates were higher for Hurricane Hermine than Hurricane Matthew. In some instances inspection rates, or the number of applicant homes visited by FEMA were less than 50 percent.

After review of the updated FEMA, SBA and NFIP data, as well as current data from FEMA online about renter and homeowner applicants, Table 12 has been updated to reflect a remaining net unmet need of \$192.4 million. The original table used all applicants whereas the more current, online FEMA data shown below uses verified applicants.

TABLE 12: FEMA IA APPLICANTS IN THE FL HERMINE AND MATTHEW IA IMPACTED COUNTIES¹⁴

COUNTY	# OF APPLICANTS ¹⁵	NUMBER INSPECTED	NUMBER WITH INSPECTED DAMAGE	% WITH INSPECTED DAMAGE	NUMBER RECEIVING REPAIR ASSISTANCE	TOTAL FEMA VERIFIED LOSS AMOUNT	AVERAGE FEMA VERIFIED LOSS
Brevard	3,835	1,941	1,513	77.95%	358	\$1,357,095	\$3,791
Citrus	768	596	508	85.23%	332	\$4,275,360	\$12,873
Dixie	327	258	189	73.26%	145	\$1,353,992	\$9,338
Duval	3,437	1,510	1,288	85.30%	408	\$2,483,879	\$6,118
Flagler	3,696	1,243	1,016	81.74%	266	\$1,724,813	\$6,484
Hernando	254	199	173	86.93%	104	\$859,797	\$8,257
Hillsborough	171	132	87	65.91%	23	\$152,078	\$6,612
Indian River	413	258	209	81.01%	54	\$228,247	\$4,227
Leon	332	369	293	79.40%	111	\$562,950	\$5,072
Levy	290	211	158	73.93%	95	\$977,753	\$9,240
Manatee	102	82	62	75.61%	32	\$158,928	\$4,967
Nassau	463	220	166	75.45%	69	\$366,753	\$5,315
Pasco	561	559	491	87.84%	285	\$1,819,594	\$6,385
Pinellas	398	327	193	59.02%	56	\$274,693	\$4,905
Putnam	1,343	881	698	79.00%	289	\$1,197,437	\$4,143
Seminole	564	288	222	77.08%	42	\$115,475	\$2,749
St. Johns	3,542	2,356	2,062	87.52%	1,243	\$14,935,828	\$12,016
Taylor	251	194	146	75.26%	100	\$854,895	\$8,549
Volusia	13,026	6,056	5,180	85.51%	1,587	\$6,931,350	\$4,368
Wakulla	110	57	40	70.18%	18	\$66,019	\$4,126
TOTAL	34,581	17,739	14,690	78.16%	5,613	\$40,596,936	\$129,549

¹⁴ <https://www.fema.gov/api/open/v1/HousingAssistanceOwners.csv>

¹⁵ FEMA Individual Assistance Applicant Report - FIDA_28630_H3_4280_4283_3-23-2017

HOUSING TYPES AFFECTED

Nearly 35,000 applicants filed for FEMA IA statewide as a result of the Hermine and Matthew disasters. Of those who specified housing unit type, more than 76 percent are home owners, including single family homes, duplex units, mobile homes and other housing types. The remaining 24 percent are renters, including renters of single family homes, mobile homes, apartment units and other housing types (Table 13).

TABLE 13: FEMA IA APPLICANTS BY HOUSING TYPE	
RESIDENCE TYPE	NUMBER OF FEMA IA APPLICANTS
Apartment	3,325
Assisted Living Facility	14
Boat	167
College Dorm	8
Condo	1,031
Correctional Facility	25
House/Duplex	37,467
Military Housing	11
Mobile Home	9,200
Other	2,460
Townhouse	513
Travel Trailer	434
TOTAL	54,632

SINGLE FAMILY

Housing values range from more than \$250,000 to below \$75,000 in different regions of the state. Higher value homes are concentrated along the coast from Jacksonville through Brevard (Figure 20). However, there are pockets along the entire coast with lower house values.

There are more than 2.6 million housing units in the entire impacted area, many of which were built between 1980 - 1999, and most of which are owner-occupied units, as shown in the map below (Figure 21). With much of the housing stock in the 30-year range (Table 14), key systems such as electrical, roofing, water heaters, and furnaces may have already cycled through a replacement life-span in many homes. Many of the impacted counties have a substantial rental population. Renter households may be adversely impacted during disasters due to the focus on repair of single family homes during disaster recovery.

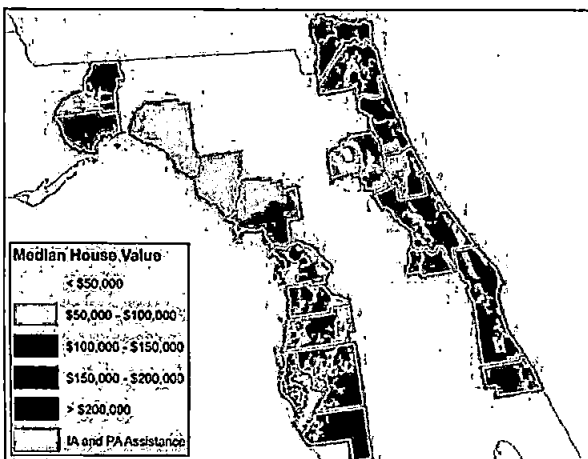


Figure 20: Median House Value

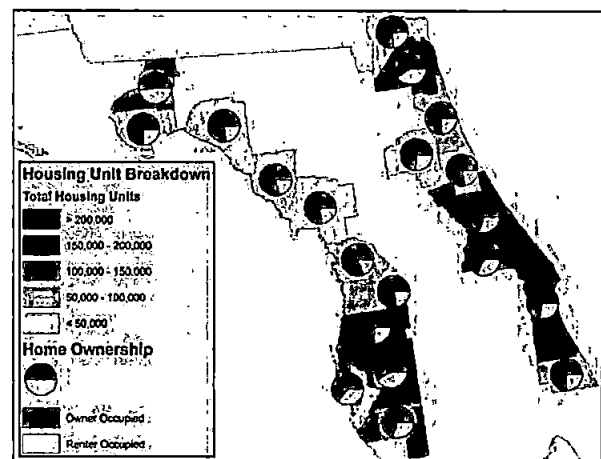


Figure 21: Housing Unit Tenure

TABLE 14: AGE OF HOUSING STOCK: PERCENTAGE OF UNITS BY YEAR BUILT, BY COUNTY (ACS 2011-2015)

COUNTY	TOTAL HOUSING UNITS	PERCENTAGE OF UNITS BY YEAR BUILT					
		2010 OR NEWER	2000-2009	1990-1999	1960-1979	1940-1959	PRE 1940
Brevard	271,654	0.86%	19.65%	42.92%	28.89%	6.85%	0.82%
Citrus	77,819	0.80%	22.37%	47.87%	24.46%	3.90%	0.60%
Dixie	9,192	1.32%	19.28%	45.03%	23.14%	8.76%	2.48%
Duval	393,571	1.81%	19.90%	31.42%	25.02%	16.79%	5.06%
Flagler	49,273	1.39%	44.62%	41.69%	10.47%	1.43%	0.40%
Hernando	84,630	1.12%	25.60%	50.88%	18.75%	2.98%	0.66%
Hillsborough	549,024	2.64%	22.93%	37.62%	24.00%	9.69%	3.12%
Indian River	77,059	0.88%	27.89%	42.00%	22.30%	5.43%	1.50%
Leon	125,915	1.56%	18.93%	42.88%	26.35%	8.77%	1.51%
Levy	19,917	1.61%	21.24%	46.25%	24.79%	3.96%	2.16%
Manatee	177,046	2.23%	22.19%	34.06%	30.67%	8.83%	2.02%
Nassau	35,681	3.21%	29.41%	39.36%	19.42%	5.51%	3.09%
Pasco	231,612	1.78%	24.02%	38.30%	31.66%	3.30%	0.93%
Pinellas	503,658	0.52%	6.34%	29.27%	44.40%	15.93%	3.54%
Putnam	36,824	1.02%	13.95%	40.65%	29.71%	10.52%	4.15%
Seminole	94,826	3.92%	34.85%	42.12%	12.25%	3.93%	2.94%
St. Johns	184,374	1.47%	17.73%	48.29%	26.37%	4.91%	1.22%
Taylor	10,906	1.16%	15.34%	37.40%	28.73%	11.32%	6.04%
Volusia	255,437	0.98%	17.39%	42.69%	27.02%	9.76%	2.17%
Wakulla	12,841	1.21%	31.20%	44.44%	16.52%	3.95%	2.69%
TOTAL	3,201,259	1.58%	19.63%	38.13%	28.42%	9.68%	2.56%

RENTAL HOUSING

Rental housing is an important component of affordable housing for the impacted area (Figure 21). Much of the rental housing (nearly 80 percent) in Florida was built prior to 1999 (Table 15). The older building code and in some cases, the lack of regular maintenance can make these units less desirable.

The rental vacancy rate in Florida was 23 percent, according to the ACS 2015 5-year estimates¹⁶. The median rent for the state is \$1,002 monthly¹⁷.

Of the FEMA applicants in the IA program for the impacted counties, nearly 24 percent live in rental housing; 8,271 of whom are also of low-and-moderate income.

As indicated by the map below (Figure 22), rental units in the non-urban counties are primarily single family and mobile home units, with the majority of renters in those unit types as opposed to multi-family complexes. This is due to the rural nature of the communities. Some impacted counties have a substantial percentage of multi-family housing including apartments, townhomes, and condos. Areas with more multi-family homes face distinctly different sets of challenges in recovery, including navigating multiple insurance carriers and absentee owners unable/willing to commit resources to address shared problems (such as damaged roofs).

¹⁶ ACS 2011-2015, B25004 - VACANCY STATUS

¹⁷ <https://www.census.gov/quickfacts/table/HSG860215/12>

TABLE 15: AGE OF RENTAL HOUSING STOCK:
PERCENTAGE OF UNITS BY YEAR BUILT, BY COUNTY (ACS 2011-2015)

COUNTY	RENTAL HOUSING UNITS	PERCENTAGE OF UNITS BY YEAR BUILT					
		2010 OR NEWER	2000-2009	1980-1999	1960-1979	1940-1959	PRE 1940
Brevard	63,137	0.72%	18.81%	39.60%	32.33%	7.47%	1.07%
Citrus	11,478	1.12%	13.47%	45.12%	34.05%	4.87%	1.37%
Dixie	1,282	2.50%	24.10%	35.96%	25.20%	11.70%	0.55%
Duval	137,871	2.27%	19.39%	30.53%	28.97%	14.18%	4.66%
Flagler	8,325	1.85%	44.31%	40.14%	11.66%	1.74%	0.29%
Hernando	15,639	1.69%	26.86%	43.89%	23.84%	3.33%	0.39%
Hillsborough	201,793	3.03%	22.75%	38.23%	24.46%	8.45%	3.08%
Indian River	14,657	0.06%	26.77%	38.44%	22.08%	9.19%	3.46%
Leon	52,826	1.85%	19.71%	40.40%	28.48%	8.12%	1.44%
Levy	3,617	0.86%	21.59%	41.30%	30.08%	3.79%	2.38%
Manatee	40,696	1.89%	18.31%	33.01%	32.13%	11.88%	2.79%
Nassau	6,731	3.89%	28.39%	30.22%	24.11%	9.57%	3.82%
Pasco	48,853	2.36%	21.05%	34.48%	35.91%	4.66%	1.54%
Pinellas	141,805	0.95%	7.15%	30.32%	43.75%	13.63%	4.20%
Putnam	7,302	0.49%	8.89%	35.47%	37.72%	13.12%	4.31%
Seminole	19,431	3.15%	30.97%	38.35%	17.68%	4.88%	4.97%
St. Johns	49,348	1.85%	18.70%	48.09%	26.28%	3.89%	1.18%
Taylor	1,743	0.00%	9.06%	27.88%	39.99%	12.97%	10.10%
Volusia	59,977	1.40%	16.15%	39.35%	28.93%	11.18%	2.99%
Wakulla	2,693	0.00%	35.31%	34.72%	25.25%	1.89%	2.82%
TOTAL	889,204	1.94%	18.65%	36.29%	30.38%	9.71%	3.03%

MOBILE HOMES

Mobile home affordability and ease of general maintenance provides housing independence and choice to residents across the state (Figure 23). However, wind and flood damage to mobile homes can be difficult to repair, due to the integrated nature of the building components. In addition, when considering the feasibility of repairing a structure, the cost of making those repairs to mobile homes may be disproportionately high compared to the overall value of the structure.

The full extent of damage to mobile homes may not be realized in the early months after an event and can go unreported in the initial damage inspection. Damage such as water saturation of the particle board material that makes up the floor framing and decking can cause unsafe deterioration over time. The potential for mold and mildew in the home's structure or insulation can develop over time as well.

Of the FEMA IA applicants in the state-assessed areas, 9,200 of them reside in mobile home units.

Mobile home damage was also concentrated in certain areas, as illustrated in the map below. These areas include Volusia, St. Johns, Putnam and Brevard Counties with either greater than 500 mobile homes damaged or more than \$500,000 in damage to mobile homes as the most impacted counties in terms of simple count of the number of homes with documented FEMA verified loss.

In total across the state, there were 5,111 mobile homes with FEMA Real Property Verified Losses, or losses identified by FEMA inspectors. Table 16 shows the number of mobile homes and FEMA verified property losses by county.

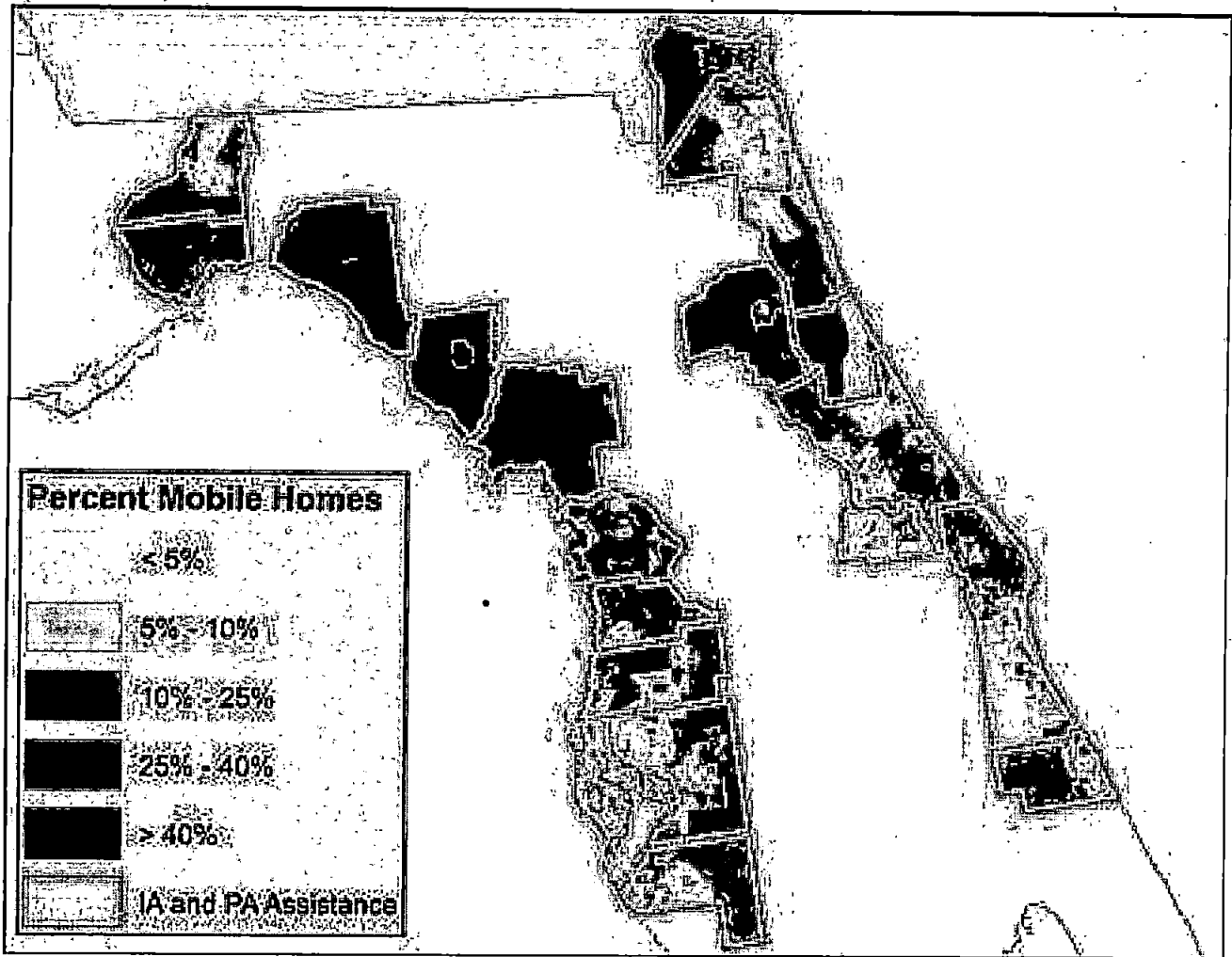


Figure 23: Mobile Home Populations

TABLE 16: MOBILE HOMES WITH VERIFIED LOSS, BY COUNTY

COUNTY	COUNT OF MOBILE HOMES WITH FEMA REAL PROPERTY VERIFIED LOSSES	TOTAL FEMA REAL PROPERTY VERIFIED LOSS
Volusia	2,327	\$2,808,673
St. Johns	391	\$1,161,656
Putnam	387	\$568,099
Brevard	583	\$409,290
Pasco	195	\$405,077
Flagler	279	\$401,546
Dixie	72	\$388,076
Citrus	83	\$279,930
Duval	209	\$257,024
Leon	128	\$177,237
Levy	66	\$156,525
Taylor	46	\$139,723
Nassau	69	\$112,070
Manatee	25	\$90,773
Pinellas	43	\$88,569
Indian River	84	\$78,967
Hernando	33	\$75,041
Hillsborough	20	\$54,778
Seminole	48	\$31,751
Wakulla	23	\$19,224
TOTAL	5,111	\$7,704,030

SUMMARY TABLES

The tables below (Table 17 - Table 19) display FEMA IA applicants by categories useful for understanding possible program enrollment, including ownership versus rental, age, and access and functional needs.

TABLE 17: FEMA APPLICANT BREAKDOWN BY < 30% LOW/MODERATE INCOME, AGE, AND ACCESS/FUNCTIONAL NEEDS FOR HOUSES AND MOBILE HOMES

FEMA IA APPLICANTS:	LMI < 30%	OVER 65	AFN
NUMBER OF HOMES	7,597	1,555	87
Owners	5,730	1,445	53
Renters	1,867	110	34
NUMBER OF MOBILE HOMES	2,379	562	22
Owners	1,980	538	18
Renters	399	24	4

TABLE 18: FEMA APPLICANT BREAKDOWN BY < 50% LOW/MODERATE INCOME, AGE, AND ACCESS/FUNCTIONAL NEEDS FOR HOUSES AND MOBILE HOMES

FEMA IA APPLICANTS	LM < 50%	OVER 65	AFN
NUMBER OF HOMES	11,811	3,304	160
Owners	9,090	3,093	97
Renters	2,721	211	63
NUMBER OF MOBILE HOMES	4,237	1,438	33
Owners	3,645	1,384	26
Renters	592	54	7

TABLE 19: FEMA APPLICANT BREAKDOWN BY < 80% LOW/MODERATE INCOME, AGE, AND ACCESS/FUNCTIONAL NEEDS FOR HOUSES AND MOBILE HOMES

FEMA IA APPLICANTS	LM < 80%	OVER 65	AFN
NUMBER OF HOMES	17,459	5,283	212
Owners	13,677	4,996	132
Renters	3,782	287	80
NUMBER OF MOBILE HOMES	6,230	2,278	54
Owners	5,402	2,206	44
Renters	828	72	10

HOUSING FUNDS MADE AVAILABLE

The main federal funding sources that are available for impacted residents in the immediate aftermath of a disaster are FEMA Individual Assistance, low-interest loans from the U.S. Small Business Administration (SBA), and insurance proceeds from the National Flood Insurance Program (NFIP). These three funding streams account for the majority of the housing recovery funds made available before CDBG-DR.

FEMA INDIVIDUAL ASSISTANCE (IA)

The FEMA Individual Assistance program (IA) consists of a multitude of services for individuals in disaster declared counties. Specifically, housing funds, made available through the Housing Assistance (HA) program, help to bridge the gap from sheltering to permanent housing. These funds can be used for limited basic home repairs and replacement of essential household items, as well as rental payments for temporary housing. FEMA IA is limited to bring a home back to a basic level of "safe and sanitary living or functioning condition," and may not account for the full extent of the home's damage or need.

There were 54,632 applicants to FEMA's Housing Assistance Program across the 20 presidentially declared counties. Of these, 16,821 had a FEMA Real Property Full Verified Loss (FVL) assessment; however, this does not mean that the applicant received funding (Table 20). Of the applicants with a FVL, 5,677 received FEMA housing assistance (HA) in the form of repair or replacement funds. An estimated \$37,201,262 in damage was assessed for the 16,821 applicants with a FVL. This has resulted in \$20,658,689 in housing assistance to date.

TABLE 20: APPLICANTS BY FEMA VERIFIED LOSSES AND HOUSING ASSISTANCE

HERMINE AND MATTHEW IMPACT AREAS	FEMA IA APPLICANTS	AMOUNT OF FEMA VERIFIED REAL PROPERTY LOSS	AMOUNT OF FEMA HOUSING ASSISTANCE PROVIDED
UNIVERSE	54,632	\$37,201,262	\$23,675,883
FEMA FVL	16,821	—	—
Received HA	5,677	\$27,025,562	\$20,658,689
Received No HA	11,144	\$10,175,700	—
NO FEMA FVL	37,811	—	—
Received HA	1,525	—	\$3,017,194
Received No HA	36,286	—	—

NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COVERAGE

The National Flood Insurance Program (NFIP) provides insurance coverage to any property owner willing to pay the associated premiums. As of January 2017, there were 1,763,760 policies covering approximately \$428 million in property and contents across the state. The National Flood Insurance Program paid 2,980 claims totaling \$93,081,339 across 106 cities following Hermine and Matthew.

SMALL BUSINESS ADMINISTRATION (SBA) HOME LOANS

The Small Business Administration (SBA) provided \$62,382,900 in repair assistance available to 3,190 homeowner applicants in the Hurricane Matthew and Hurricane Hermine impact areas. The low-interest loans are made available for the purposes of home repair and personal property loss. The average loan for this disaster event was \$33,963 and the median loan is \$25,058.

PRIVATE INSURANCE PROCEEDS

Detailed (homeowner level) information on private insurance for Matthew and Hermine is not readily available because many of the insurance claims are still being processed. However, aggregated data for these disasters shows that residences bore the brunt of impacts from these hurricanes. Table 21 shows that Hurricane Hermine impacted many fewer individuals than Hurricane Matthew (Table 22). Furthermore, damage from both hurricanes (as indicated by the number of insurance claims) is heavily tilted toward residential properties over businesses.

¹⁸ <http://www.floir.com/Office/HurricaneSeason/HurricaneMatthewClaimsData.aspx>

¹⁹ <http://www.floir.com/Office/HurricaneSeason/HurricaneMatthewClaimsData.aspx>

TABLE 21: HURRICANE HERMINE INSURANCE CLAIMS DATA¹⁸

LINES OF BUSINESS	SUB-LINES	NUMBER OF CLAIMS	CLOSED CLAIMS (PAID)	CLOSED CLAIMS (NOT PAID)	NUMBER CLAIMS OPEN	PERCENT CLAIMS CLOSED
RESIDENTIAL PROPERTY		14,094	6,020	7,145	929	93.4%
	Homeowners Dwelling	10,967	4,385	5,795	787	92.8%
	Mobile Homeowners	1,724	805	819	100	94.2%
	Commercial Residential	1,342	818	499	25	98.1%
		61	12	32	17	72.1%
COMMERCIAL PROPERTY		994	326	424	244	75.5%
FLOODING		1,359	987	289	83	93.9%
	Private Flood	195	133	46	16	91.8%
	Federal Flood	1,164	854	243	67	94.2%
BUSINESS INTERRUPTION		56	30	20	6	89.3%
OTHER LINES OF BUSINESS		3,196	2,501	562	133	95.8%
TOTAL		19,699	9,864	8,440	1,395	92.9%

TABLE 22: HURRICANE MATTHEW INSURANCE CLAIMS DATA¹⁹

LINES OF BUSINESS	SUB-LINES	NUMBER OF CLAIMS	CLOSED CLAIMS (PAID)	CLOSED CLAIMS (NOT PAID)	NUMBER CLAIMS OPEN	PERCENT CLAIMS CLOSED
RESIDENTIAL PROPERTY		101,454	55,576	38,835	7,043	93.1%
	Homeowners Dwelling	82,957	43,838	33,322	5,797	93.0%
	Mobile Homeowners	11,383	6,719	3,857	807	92.9%
	Commercial Residential	6,599	4,917	1,461	221	96.7%
		515	102	195	218	57.7%
COMMERCIAL PROPERTY		6,698	1,295	2,430	2,923	56.4%
FLOODING		3,433	2,252	906	275	92.0%
	Private Flood	145	94	41	10	93.1%
	Federal Flood	3,288	2,158	865	265	91.9%
BUSINESS INTERRUPTION		229	60	103	66	71.2%
OTHER LINES OF BUSINESS		7,531	4,534	1,864	1,033	56.3%
TOTAL		119,345	63,817	44,188	11,340	90.5%

¹⁸ <http://www.flor.com/Office/HurricaneSeason/HurricaneMatthewClaimsData.aspx>

¹⁹ <http://www.flor.com/Office/HurricaneSeason/HurricaneMatthewClaimsData.aspx>

HOUSING UNMET NEED

HOUSING IMPACT METHODOLOGY

HUD calculates "unmet housing needs" as the number of housing units with unmet needs times the estimated cost to repair those units less repair funds already provided by FEMA.

Because complete data sources are often difficult to obtain after a major disaster event, HUD stated that empirically justified calculations may be used to determine the average cost to fully repair a home. Generally, this is done by "using the average real property damage repair costs determined by the Small Business Administration for its disaster loan program for the subset of homes inspected by both SBA and FEMA. Because SBA is inspecting for full repair costs, it is presumed to reflect the full cost to repair the home, which is generally more than the FEMA estimates on the cost to make the home habitable."²⁰

Previously approved impact assessment methodologies have utilized the SBA estimates of damage and repair needs, FEMA IA Housing Assistance data, and National Flood Insurance data in combination with each other to triangulate the real need as opposed to the FEMA estimated losses. Utilizing SBA loan values as an indicator of the amount of support any individual household will require to repair hurricane damages thus provides a more comprehensive look at recovery than simply looking at FEMA inspected damage. SBA sends "construction specialists" trained to evaluate the true cost of repairing or replacing a damaged structure to each applicant, returning a more solid estimate of recovery than original estimates from FEMA. Further accounting for underrepresentation of impacted populations stemming from FEMA ineligible applicants provides a more accurate picture of overall housing impact across a study area. The full extent of Hermine and Matthew's housing impact is more than \$600 million when utilizing SBA verified losses in combination with estimates based on the average verified loss of \$33,963.

In an effort to more finely calibrate the impact amount, the housing impact for this needs assessment was calculated using only SBA data compared with FEMA applicant information. Here, we utilize the median SBA loan amount of \$23,740 to account for outliers in the SBA data (a few very high and very low award amounts) that were impacting the average. When applied to the universe of FEMA applicants without a FVL, SBA applicants who were not approved, and FEMA data about the number of rentals with damages (2,482) this results in an adjusted housing impact of \$490,745,997. Twenty percent in additional resiliency costs were applied to account for the additional cost of compliance in coastal areas, for a total impact of \$588,895,196. After deducting the funds already provided by FEMA, SBA, NFIP and Public Housing Funds (\$298,322,735), the remaining unmet need for housing is approximately \$230,907,914 (Table 23).

²⁰ Federal Register Vol. 78, No. 43 / Tuesday, March 5, 2013

TABLE 23: SBA DERIVED IMPACTS AND UNMET NEEDS FOR HOUSING²¹	
SMALL BUSINESS ADMINISTRATION VERIFIED LOSS OF ALL SBA APPLICANTS	
SBA applicants with a real estate verified loss	\$111,005,257
SBA applicants without a real estate verified loss (estimate)	\$64,905,160
Total verified loss of FEMA applicants referred to SBA (estimate)	\$175,910,417
ESTIMATED SMALL BUSINESS ADMINISTRATION VERIFIED LOSS OF FEMA APPLICANTS NOT REFERRED TO SBA	
Total FEMA applicants with FEMA inspected damage	16,877
Total SBA applicants	3,144
Potential unmet need population	10,733
Median verified loss	\$23,740
Verified loss of FEMA applicants not referred to SBA (estimate)	\$254,801,420
Total verified	\$430,711,837
ESTIMATED SMALL BUSINESS ADMINISTRATION VERIFIED LOSS OF RENTAL PROPERTY OWNERS	
FEMA renter applicants with personal property damage	2,482
Median verified loss	\$23,740
Total verified loss of rental property owners (estimated)	\$58,922,680
OTHER HOUSING DAMAGE ESTIMATES	
Real estate damage to public housing	\$1,111,480
Total housing verified loss	\$490,745,997
Accounting for 20% resilience addition	\$588,895,196
DUPLICATION OF BENEFITS	
FEMA repair payments	\$13,311,524
SBA home loan current real estate payments	\$59,548,800
SBA business loan payments to landlords	\$5,237,700
NFIP building payments	\$220,154,711
Public housing funds	\$70,000
Total benefit	\$298,322,735
Total unmet housing need	\$192,423,262
Accounting for 20% resilience addition	\$230,907,914

²¹ Values from SBA Home Loan Report, FEMA Individual Assistance Data, Survey of 62 Public Housing Authorities across declared region, and National Flood Insurance Program.

INFRASTRUCTURE IMPACT

Infrastructure systems affected by Hurricanes Hermine and Matthew included mainly roadways, bridges and protective coastal dunes with little reported damage to wastewater treatment systems or drinking water. The immediate recovery efforts were well-documented by the individual recovery support functions and by the initial project worksheets submitted for Public Assistance.^{22,23}

PUBLIC ASSISTANCE

The FEMA Public Assistance (PA) Program is designed to provide immediate assistance to impacted jurisdictions for emergency protective measures and permanent repairs to infrastructure and community facilities. The Federal share of assistance is generally not less than 75 percent of the eligible project cost. If the PA applicant is a local government, then the State of Florida typically pays for one-half of the required match. In these cases, the local government pays 12.5 percent of the eligible costs; and, the State pays 12.5 percent. If, however, the applicant is not a local government (e.g. the applicant is an eligible private non-profit organization), then the applicant pays the entire required match. In other words, the applicant pays the entire 25 percent.

The Public Assistance Program for FEMA 4280 and 4283 has identified \$322,888,506 in public assistance spending on Categories A and B, emergency protective measures, and debris management. County specific project totals can be found in Table 24 (Hermine) and Table 25 (Matthew). Additionally, \$502,996,448 in infrastructure needs for Categories C-G (permanent repair) exist across the state-assessed counties. The 75 percent federal share of \$377,247,336 in funding will be provided to approved projects. These categories include:

Category C: Roads and Bridges

Category D: Water Control Facilities

Category E: Buildings and Equipment

Category F: Utilities

Category G: Parks, Recreational Facilities, and Other Facilities

County specific project totals can be found in Table 24 (Hermine) and Table 25 (Matthew). Based on this data, a remaining unmet need of \$125,749,112 (applicant share) in identified infrastructure damage eligible under FEMA-PA Categories C-G remains.

²² <http://www.floridadisaster.org/eoc/matthew2016/>

²³ <https://www.fema.gov/media-library-data/1477681864977-4968ad6e3d2fab698e94c45322ea7c3/PDARreportFEMA4280DRFL.pdf>

TABLE 24: PUBLIC ASSISTANCE CATEGORY A AND B TOTALS BY COUNTY, HURRICANE HERMINE²⁴

COUNTY	CATEGORY A (DEBRIS REMOVAL)		CATEGORY B (EMERGENCY PROTECTIVE MEASURES)		TOTAL DEBRIS REMOVAL AND EMERGENCY MEASURES	
	NUMBER OF PROJECTS	PROJECT TOTAL AMOUNTS	NUMBER OF PROJECTS	PROJECT TOTAL AMOUNTS	NUMBER OF PROJECTS	PROJECT TOTAL AMOUNTS
Alachua	3	\$145,515	4	\$203,000	7	\$348,515
Baker			1	\$40,000	1	\$40,000
Citrus	6	\$899,000	8	\$172,000	9	\$1,071,000
Columbia	1	\$175,000	1	\$60,000	2	\$235,000
Dixie	4	\$2,501,381	3	\$165,000	7	\$2,666,381
Franklin	2	\$136,000	5	\$102,393	7	\$238,393
Gadsden			3	\$11,100	3	\$11,100
Hernando	3	\$136,000	2	\$60,000	5	\$196,000
Jefferson	8	\$218,631	4	\$59,697	12	\$278,328
Lafayette	2	\$9,000	1	\$10,000	3	\$19,000
Leon	6	\$12,031,988	9	\$3,278,322	15	\$15,310,310
Levy	8	\$739,806	9	\$144,600	17	\$884,406
Liberty			2	\$11,250	2	\$11,250
Madison	4	\$291,708	3	\$62,237	7	\$353,945
Manatee	1	\$10,000	4	\$990,000	5	\$1,000,000
Marion	2	\$65,000	1	\$51,389	3	\$116,389
Pasco	4	\$765,000	5	\$970,000	9	\$1,735,000
Pinellas	11	\$470,000	23	\$4,538,318	34	\$5,008,318
Sarasota	3	\$65,000	3	\$258,115	6	\$323,115
Suwannee	3	\$91,000	3	\$93,000	6	\$184,000
Taylor	3	\$1,007,278	4	\$90,402	7	\$1,097,680
Union			1	\$30,000	1	\$30,000
Wakulla	4	\$217,152	4	\$20,402	8	\$237,555
Statewide	21	\$9,886,867	27	\$3,669,419	48	\$13,556,285
TOTAL	99	\$29,861,326	125	\$15,090,644	224	\$44,951,970

²⁴ Data as of 3/27/2017 from FDEM reflecting FEMA and State PACs working with each county's applicants to determine the entire scope of all damages that will be captured on project worksheets

TABLE 25: PUBLIC ASSISTANCE CATEGORY A AND B TOTALS BY COUNTY, HURRICANE MATTHEW²⁵

COUNTY	CATEGORY A (DEBRIS REMOVAL)		CATEGORY B (EMERGENCY PROTECTIVE MEASURES)		TOTAL DEBRIS REMOVAL AND EMERGENCY MEASURES	
	NUMBER OF PROJECTS	PROJECT TOTAL AMOUNTS	NUMBER OF PROJECTS	PROJECT TOTAL AMOUNTS	NUMBER OF PROJECTS	PROJECT TOTAL AMOUNTS
Bradford	2	\$11,004	3	\$72,471	5	\$83,475
Brevard	16	\$15,079,913	29	\$7,496,339	45	\$22,576,252
Broward	7	\$83,277	41	\$8,835,848	48	\$8,919,125
Clay	6	\$1,326,600	5	\$900,175	11	\$2,226,775
Duval	14	\$25,607,443	18	\$10,866,120	32	\$36,473,563
Flagler	10	\$13,167,534	13	\$11,928,286	23	\$25,095,820
Indian River	8	\$2,141,941	10	\$1,600,689	18	\$3,742,630
Lake	6	\$221,262	11	\$318,856	17	\$540,118
Martin	6	\$4,239,977	9	\$2,297,760	15	\$6,537,737
Nassau	3	\$385,064	3	\$914,000	6	\$1,299,064
Orange	6	\$1,254,859	11	\$961,500	17	\$2,216,359
Osceola	1	\$6,452	10	\$1,174,775	11	\$1,181,227
Palm Beach	14	\$1,715,404	29	\$6,636,433	43	\$8,351,837
Putnam	5	\$2,235,000	7	\$1,241,000	12	\$3,476,000
Seminole	9	\$1,261,671	11	\$2,284,958	20	\$3,546,629
St. Johns	10	\$25,543,626	16	\$12,206,082	26	\$37,749,708
St. Lucie	6	\$2,235,954	8	\$2,303,200	14	\$4,539,154
Sumter	1	\$210,000	1	\$60,000	2	\$270,000
Volusia	37	\$51,734,227	28	\$7,900,987	65	\$59,635,213
Statewide	24	\$14,763,927	27	\$34,711,923	51	\$49,475,850
TOTAL	191	\$163,225,134	290	\$114,711,402	481	\$277,936,536

²⁵ Data as of 3/27/2017 from FDEM reflecting FEMA and State PACs working with each county's applicants to determine the entire scope of all damages that will be captured on project worksheets

TABLE 26: PUBLIC ASSISTANCE CATEGORY C-G TOTALS BY COUNTY, HURRICANE HERMINE²⁶

COUNTY	CATEGORIES C-G		
	COST OF PROJECTS	FEDERAL SHARE	APPLICANT SHARE
Alachua	\$13,224	\$9,918	\$3,306
Citrus	\$339,791	\$254,843	\$84,948
Dixie	\$4,406,000	\$3,304,500	\$1,101,500
Franklin	\$4,540,844	\$3,405,633	\$1,135,211
Gadsden	\$20,000	\$15,000	\$5,000
Hernando	\$411,700	\$308,775	\$102,925
Lafayette	\$40,000	\$30,000	\$10,000
Leon	\$3,530,197	\$2,647,647	\$882,549
Levy	\$1,199,574	\$899,681	\$299,894
Madison	\$28,072	\$21,054	\$7,018
Manatee	\$11,251,000	\$8,438,250	\$2,812,750
Marion	\$187,000	\$140,250	\$46,750
Pasco	\$1,632,600	\$1,224,450	\$408,150
Pinellas	\$28,286,692	\$21,215,019	\$7,071,673
Sarasota	\$10,915,000	\$8,186,250	\$2,728,750
Statewide	\$28,267,596	\$21,200,697	\$7,066,899
Suwannee	\$872,828	\$654,621	\$218,207
Taylor	\$2,203,242	\$1,652,431	\$550,810
Wakulla	\$198,000	\$148,500	\$49,500
TOTAL	\$98,343,359	\$73,757,519	\$24,585,840

²⁶ Data as of 3/27/2017 from FDEM reflecting FEMA and State PACs working with each county's applicants to determine the entire scope of all damages that will be captured on project worksheets

TABLE 27: PUBLIC ASSISTANCE CATEGORY C-G TOTALS BY COUNTY, HURRICANE MATTHEW²⁷

COUNTY	CATEGORIES C-G		
	COST OF PROJECTS	FEDERAL SHARE	APPLICANT SHARE
Bradford	\$117,851	\$88,388	\$29,463
Brevard	\$37,961,662	\$28,471,247	\$9,490,416
Broward	\$2,898,815	\$2,174,111	\$724,704
Clay	\$4,730,055	\$3,547,541	\$1,182,514
Duval	\$60,563,088	\$45,422,316	\$15,140,772
Flagler	\$11,609,860	\$8,707,395	\$2,902,465
Indian River	\$18,825,421	\$14,119,066	\$4,706,355
Lake	\$82,137	\$61,603	\$20,534
Martin	\$8,952,674	\$6,714,506	\$2,238,169
Nassau	\$39,261,129	\$29,445,847	\$9,815,282
Orange	\$335,307	\$251,480	\$83,827
Osceola	\$144,244	\$108,183	\$36,061
Palm Beach	\$468,731	\$351,548	\$117,183
Putnam	\$8,129,000	\$6,096,750	\$2,032,250
Seminole	\$738,522	\$553,892	\$184,631
St. Johns	\$134,293,772	\$100,720,329	\$33,573,443
St. Lucie	\$7,392,207	\$5,544,155	\$1,848,052
Statewide	\$28,033,649	\$21,025,237	\$7,008,412
Sumter	\$1,700,000	\$1,275,000	\$425,000
Volusia	\$38,414,965	\$28,811,224	\$9,603,741
TOTAL	\$404,653,089	\$302,489,817	\$101,163,272

²⁷ Data as of 3/27/2017 from FDEM reflecting FEMA and State PACs working with each county's applicants to determine the entire scope of all damages that will be captured on project worksheets

HMGP AND RESILIENCE

The Hazard Mitigation Grant Program (HMGP) will be a critical part of long-term resilience improvements for infrastructure in the impacted area. HMGP is generally calculated at 15 percent of the total amount of IA and PA allocated to a disaster event. However, for states, such as Florida, that complete FEMA requirements for enhanced mitigation planning, the amount of HMGP funds available increases from 15 percent of the Federal share of disaster assistance for that event to 20 percent of the Federal share of disaster assistance for that event. Twenty percent of the total PA funds provided by FEMA (\$700,135,842) plus the FEMA Individual Assistance Program funds made available (\$23,330,989) is the expected amount of HMGP funds to be made available for mitigation and resilience activities statewide. For these disasters, the estimated Federal share of HMGP is \$144,693,366. Then, calculating that HMGP assistance to any jurisdiction is capped at 75 percent of the identified need (the remaining 25 percent being a required local match), it can be assumed that jurisdictions will be required to provide \$36,173,342 in local match, representing an unmet need for resilience improvements. The HMGP process is in its initial stages at this time, and will be rolled out over the coming months.

ECONOMIC IMPACT

BUSINESS & EMPLOYMENT

Utilizing SBA business data to understand the financial impact to livelihoods provides a more comprehensive understanding of impacts and recovery across the state. SBA makes low cost disaster loans available to qualified businesses. According to SBA business loan information, approximately 536 applicants had a verified property loss of \$20,521,037, and another 104 applicants either withdrew or were declined for a loan from the program. The average verified loss for all applicants was \$38,286 and the median loss was \$33,158. Utilizing the general methodology put forth for the housing impact and unmet needs enables us to identify the true impact and possible extra estimated impacts for businesses who did not qualify for loans.

Table 28 outlines the impacts, estimated impacts and support provided by the SBA. Here we capture the total loss of \$25,680,077 by summing the verified losses of \$20.5 million, the estimated losses of \$3.5 million (104 applicants either declined or withdrawn from the program times the median verified loss of \$33,158) and the amount of verified reconstruction loss of \$1.7 million. Next we use the same method to sum the verified and estimated losses to furniture, machinery, inventory, and business operating expenses (\$12,574,125).

According to this method, total business impacts from Hermine and Matthew were \$38,254,202. Accounting for 20 percent in extra costs associated with resilience measures such as more stringent building codes, cost of compliance measures, elevations, or freeboard requirements increases the total cost of repairs to \$43,390,217. SBA payouts to businesses totaled \$13,876,600 for these lines of loss, leaving a potential unmet need of \$24,377,602 or \$29,513,617 when accounting for resilience additions.

IMPACT TO AGRIBUSINESS

Hurricanes Hermine and Matthew caused moderate damages to a variety of crops across the state, from tomatoes and pepper crops in the southwestern counties to corn, peanuts, and tobacco in the north central counties to a mixture of cotton, peanuts, and soybeans along the northern panhandle counties (Figure 24). The US Census Bureau indicates that extractive industry (farming, fishing, logging, and mining) makes up more than 10 percent of occupations in some census tracts within the Hermine and Matthew impacted counties (Figure 25). Florida farmers and rangers export more than \$3.3 billion per year in agricultural commodities, most going to Canada²⁸.

The U.S. Department of Agriculture (USDA) designated Flagler, Putnam, St. Johns and Volusia Counties in Florida as primary natural disaster areas due to damage and losses caused by Hurricane Matthew that occurred from October 6, 2016, through October 8, 2016. Additional impacts reported by the University of Florida's Institute of Food and Agricultural Sciences (UF/IFAS) Extension (October 14, 2016) identified crop damage to 17 farms in St. Johns County. As of the date of the report, four farms had reported \$1.4 million in damage, seven were assessing their dollar amounts and six more had not yet been successfully contacted. The status of insurance coverage for these reported impacts is currently unknown²⁹.

²⁸<http://www.freshfromflorida.com/Divisions-Offices/Marketing-and-Development/Education/For-Researchers/Florida-Agriculture-Overview-and-Statistics>

²⁹ Information provided by St. Johns County public comment

Through the use of the most up-to-date USDA data, losses have been estimated for Florida's impacted counties (Table 30). The data covers insured crops for which indemnity was received as a result of cyclone, hurricane, flood, precipitation, excess moisture, tornado, wind or inability to plant from September 2016 through November 2016. By coupling the indemnity data and coverage level data from the USDA a total loss estimate, and corresponding unmet need has been estimated.

From October 2015 to December 2016, approximately \$4,619,243 of indemnity was paid out to farmers who suffered losses due from Hurricanes Hermine and Matthew impacts (Table 29). The estimated total loss (Table 30), derived by calculating the estimated additional losses based on coverage level (percent of crops not covered) by the indemnity payments from USDA data, (for September through December) was approximately \$6,283,473. This brings the estimated unmet need to \$1,670,230 (Estimated Total Loss – Indemnity Paid) for the three-month period directly following the hurricanes³⁰.

TABLE 28: SBA DERIVED IMPACTS AND UNMET NEEDS FOR BUSINESSES

SMALL BUSINESS ADMINISTRATION VERIFIED BUSINESS PROPERTY LOSS OF ALL SBA APPLICANTS	
SBA applicants with a real estate verified loss	\$ 20,521,037
SBA applicants without a real estate verified loss (estimate)	\$ 3,448,380
SBA verified reconstruction loss	\$ 1,710,660
Total real estate losses for businesses referred to SBA (estimate)	\$ 25,680,077
SMALL BUSINESS ADMINISTRATION VERIFIED BUSINESS OPERATING LOSS OF ALL SBA APPLICANTS	
Verified furniture loss	\$ 1,500,657
Furniture loss (estimate)	\$ 512,200
Verified machinery loss	\$ 2,918,010
Machinery loss (estimate)	\$ 459,160
Verified inventory loss	\$ 810,198
Inventory loss (estimate)	\$ 457,600
Verified EIDL loss	\$ 4,013,100
EIDL loss (estimate)	\$ 1,903,200
Sum of operational losses	\$ 12,574,125
Total verified loss for all businesses (estimate)	\$ 38,254,202
Accounting for 20% resilience addition	\$ 43,390,217.40
DUPLICATION OF BENEFITS	
SBA repair payments	\$ 781,500
SBA reconstruction payments	\$ 7,074,900
SBA furniture payments	\$ 650,200
SBA machinery payments	\$ 1,118,300
SBA inventory payments	\$ 238,600
SBA EIDL payments	\$ 4,013,100
Total benefit	\$ 13,876,600
Total unmet business repair/replace payments	\$ 17,823,677
Total unmet business operation payments	\$ 6,553,925
Total unmet business needs	\$ 24,377,602
Accounting for 20% resilience addition	\$ 29,513,617

³⁰ Indemnity Data: <http://www.rma.usda.gov/data/cause.html>, USDA. Coverage Level Data: <http://prodwebnblb.rma.usda.gov/apps/SummaryofBusiness/ReportGenerator>, USDA.

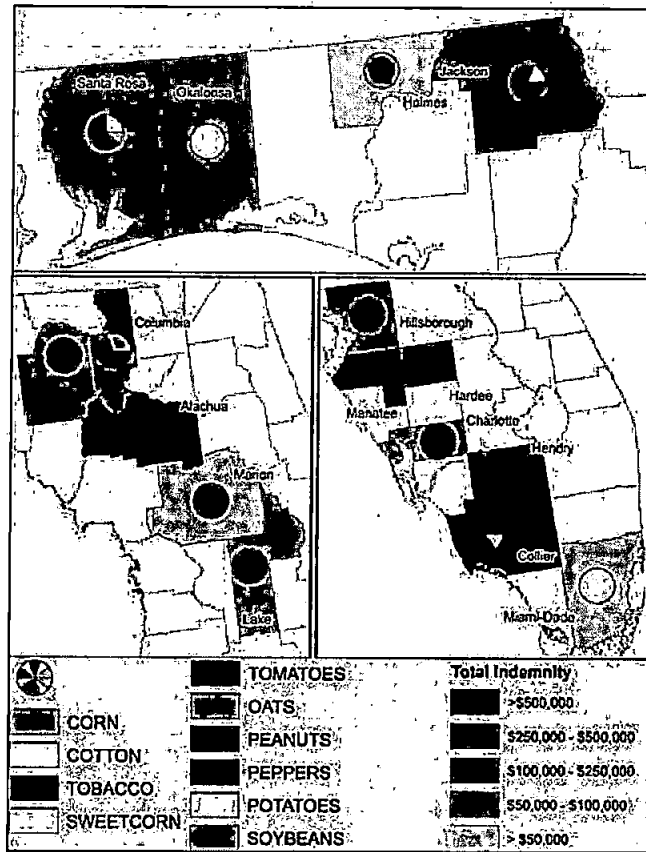


Figure 24: Crop Loss Based on USDA Indemnity

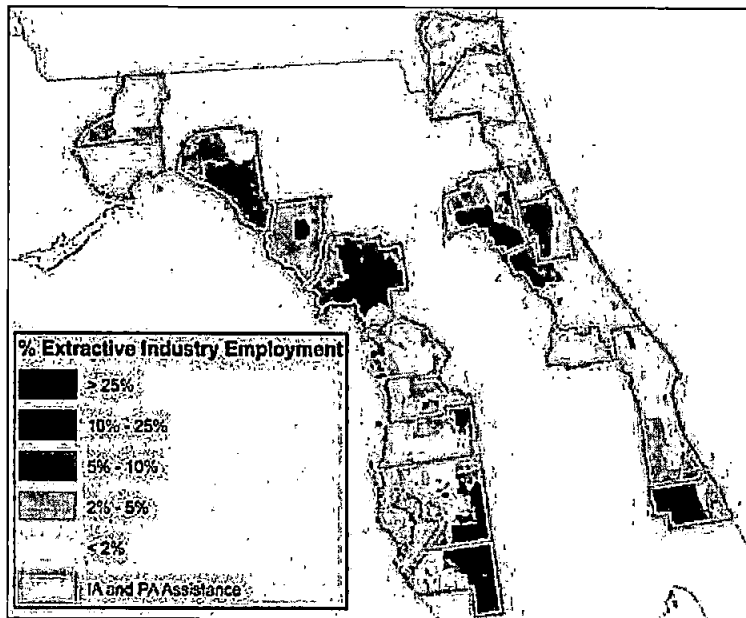


Figure 25: Primary Sector Employment for Impacted Counties

**TABLE 29: USDA INDEMNITY PAYMENTS FOR HERMINE AND MATTHEW DAMAGE IN FLORIDA
(SEPTEMBER – NOVEMBER 2016)**

CROP	NUMBER OF CLAIMS	ACRES AFFECTED	INDEMNITY
All other crops	2	211	\$141,321
Corn	2	251	\$51,888
Cotton	3	630	\$108,979
Flue-cured tobacco	3	286	\$726,406
Fresh market sweet corn	1	227	\$30,687
Fresh market tomatoes	7	483	\$1,438,367
Oats	1	61	\$2,420
Peanuts	13	3,587	\$1,009,655
Peppers	7	297	\$1,022,530
Potatoes	2	127	\$80,362
Soybeans	2	155	\$6,629
TOTAL	43	6,314	\$4,619,243

TABLE 30: ESTIMATED CROP LOSSES BASED ON INSURANCE LEVEL COVERAGE

USDA DATA FOR MATTHEW IMPACTED COUNTIES (OCTOBER–NOVEMBER, 2016)

Actual Indemnity	\$4,619,243
Estimated Additional Loss	\$1,670,230
Estimated Total Need	\$6,289,473
Insurance Paid	\$4,619,243
Estimated Unmet Need	\$1,670,230

The estimates referenced in this section do not include uninsured crops, losses on timber, or uncovered damage to machinery, facilities and equipment. The cyclical nature of the agriculture business may result in additional losses continuing far past November 2016 as a result of the Hurricanes Hermine and Matthew, and may be captured in an updated Unmet Needs Assessment at a later date. Some of these losses are directly accounted for in the business losses discussed above in the Business and Employment section.

UNMET NEEDS ASSESSMENT: APPENDICES

APPENDIX 1: 2018 HUD INCOME LIMITS FOR IA DECLARED COUNTIES³¹

IA DECLARED COUNTIES	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
BREVARD								
30% Limits	\$12,000	\$13,750	\$15,450	\$17,150	\$18,550	\$19,900	\$21,300	\$22,650
50% Limits	\$20,000	\$22,900	\$25,750	\$28,600	\$30,900	\$33,200	\$35,450	\$37,750
80% Limits	\$32,050	\$36,600	\$41,200	\$45,750	\$49,400	\$53,100	\$56,750	\$60,400
CITrus								
30% Limits	\$12,000	\$13,750	\$15,450	\$17,150	\$18,550	\$19,900	\$21,300	\$22,650
50% Limits	\$20,000	\$22,900	\$25,750	\$28,600	\$30,900	\$33,200	\$35,450	\$37,750
80% Limits	\$32,050	\$36,600	\$41,200	\$45,750	\$49,400	\$53,100	\$56,750	\$60,400
DixIE								
30% Limits	\$11,880	\$16,020	\$20,160	\$22,700	\$24,550	\$26,350	\$28,150	\$30,000
50% Limits	\$15,900	\$18,200	\$20,350	\$22,700	\$24,550	\$26,350	\$28,150	\$30,000
80% Limits	\$25,450	\$29,050	\$32,700	\$36,300	\$39,250	\$42,150	\$45,050	\$47,950
DUVAL								
30% Limits	\$12,000	\$13,750	\$15,450	\$17,150	\$18,550	\$19,900	\$21,300	\$22,650
50% Limits	\$20,000	\$22,900	\$25,750	\$28,600	\$30,900	\$33,200	\$35,450	\$37,750
80% Limits	\$32,050	\$36,600	\$41,200	\$45,750	\$49,400	\$53,100	\$56,750	\$60,400
FLAEGLER								
30% Limits	\$12,000	\$13,750	\$15,450	\$17,150	\$18,550	\$19,900	\$21,300	\$22,650
50% Limits	\$20,000	\$22,900	\$25,750	\$28,600	\$30,900	\$33,200	\$35,450	\$37,750
80% Limits	\$32,050	\$36,600	\$41,200	\$45,750	\$49,400	\$53,100	\$56,750	\$60,400
HERNANDeS								
30% Limits	\$12,000	\$13,750	\$15,450	\$17,150	\$18,550	\$19,900	\$21,300	\$22,650
50% Limits	\$20,000	\$22,900	\$25,750	\$28,600	\$30,900	\$33,200	\$35,450	\$37,750
80% Limits	\$32,050	\$36,600	\$41,200	\$45,750	\$49,400	\$53,100	\$56,750	\$60,400
HILL SEBRING								
30% Limits	\$12,450	\$16,020	\$20,160	\$24,300	\$28,440	\$32,580	\$36,730	\$39,100
50% Limits	\$20,750	\$23,700	\$26,650	\$29,600	\$32,000	\$34,350	\$36,750	\$39,100
80% Limits	\$33,150	\$37,900	\$42,650	\$47,350	\$51,150	\$54,950	\$58,750	\$62,550
INDIAN RIVER								
30% Limits	\$12,000	\$13,750	\$15,450	\$17,150	\$18,550	\$19,900	\$21,300	\$22,650
50% Limits	\$20,000	\$22,900	\$25,750	\$28,600	\$30,900	\$33,200	\$35,450	\$37,750
80% Limits	\$32,050	\$36,600	\$41,200	\$45,750	\$49,400	\$53,100	\$56,750	\$60,400

³¹ <http://www.flair.com/Office/HurricaneSeason/HurricaneHermineClaimsData.aspx>

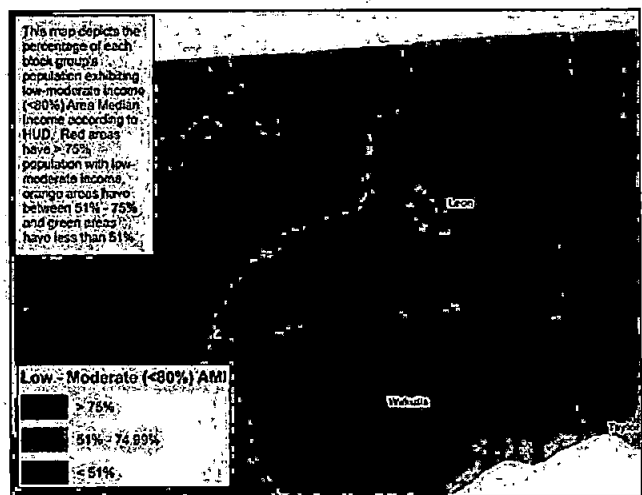
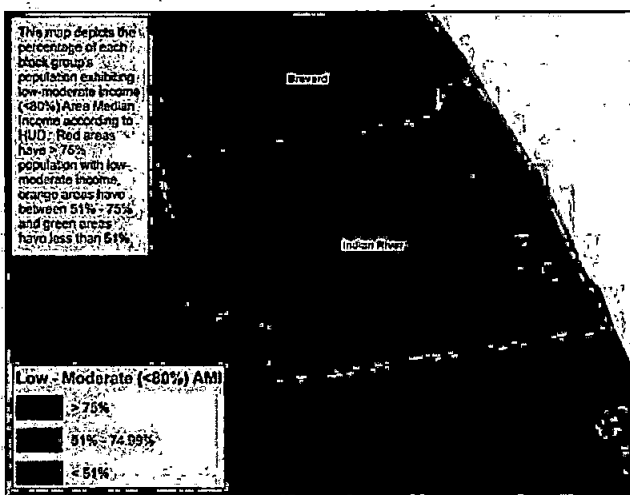
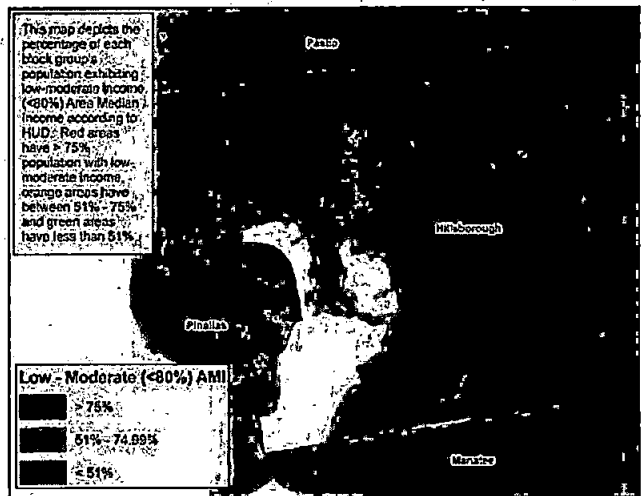
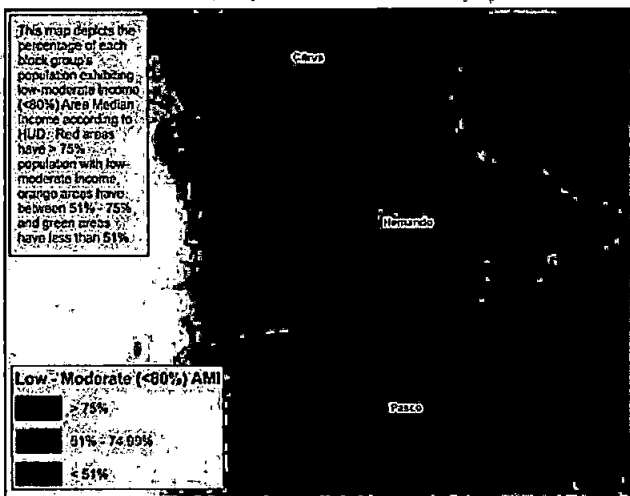
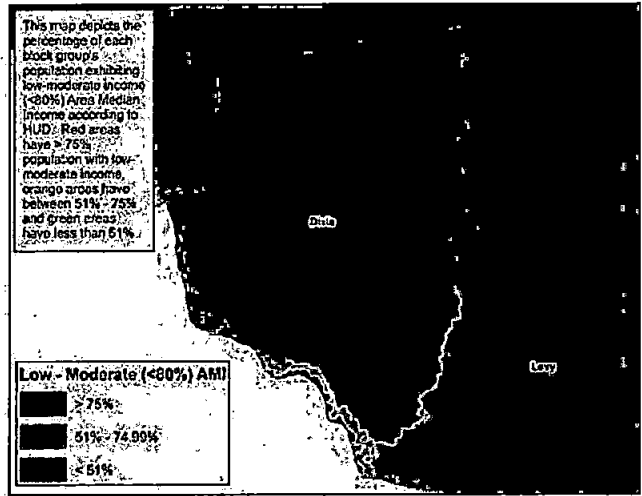
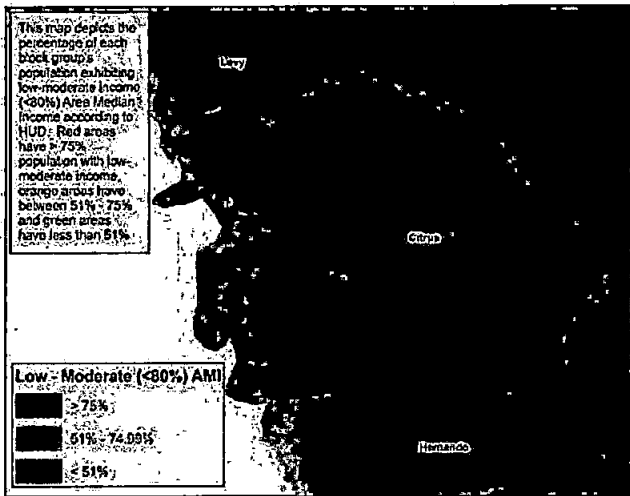
APPENDIX 1: 2016 HUD INCOME LIMITS FOR 1A DECLARED COUNTIES, CONTINUED

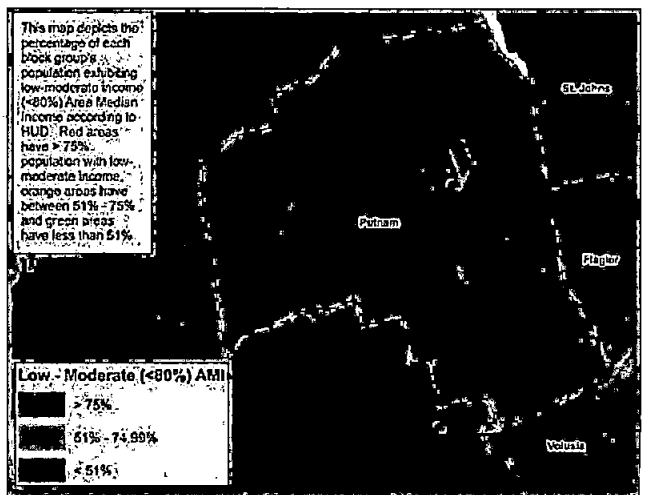
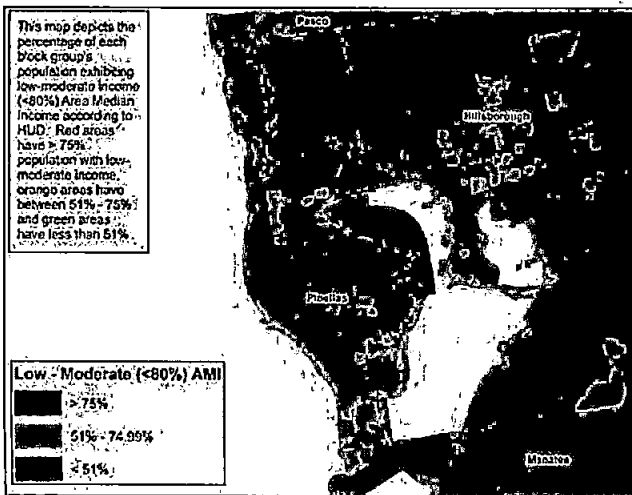
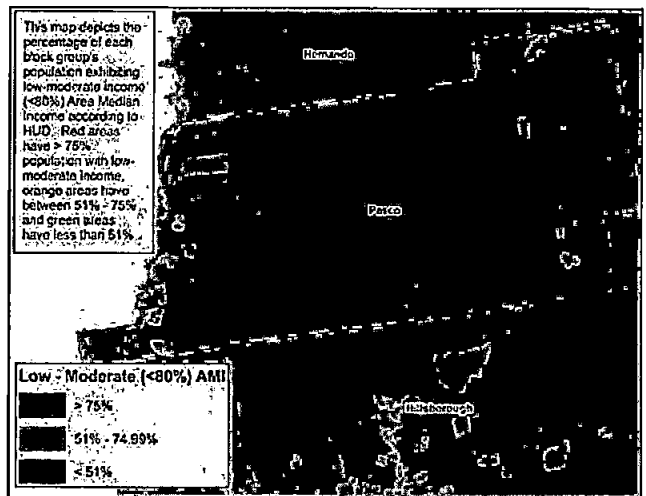
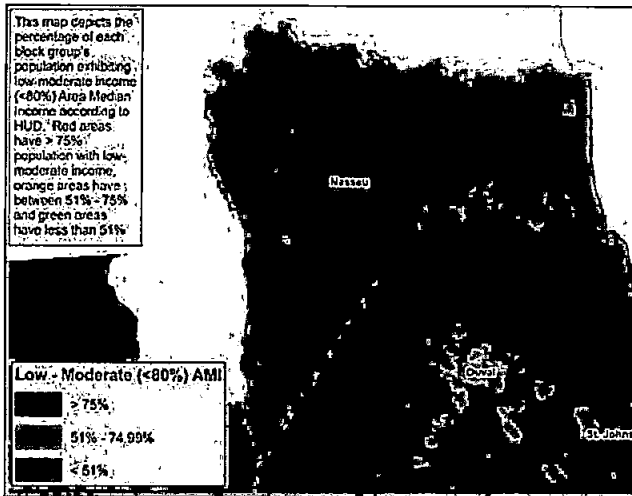
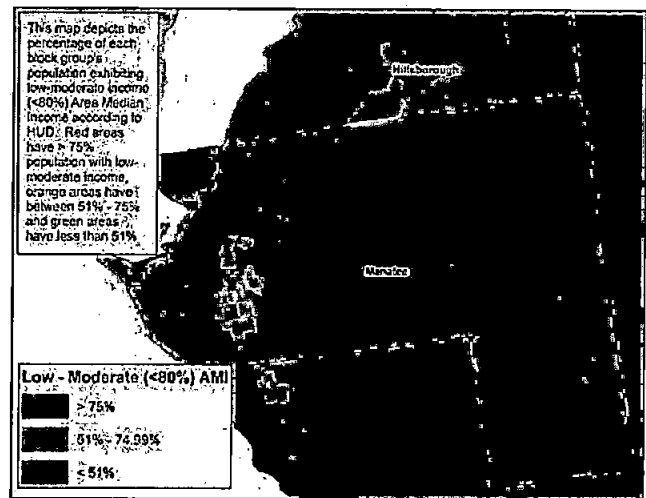
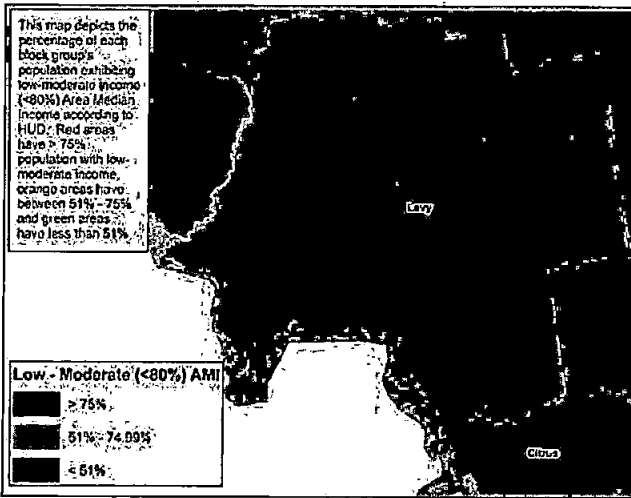
DECLARED COUNTIES	1	2	3	4	5	6	7	8
LEON	\$13,700	\$16,020	\$20,160	\$24,900	\$28,440	\$32,580	\$36,730	\$40,890
LEON	\$16,020	\$19,200	\$24,160	\$29,640	\$34,320	\$39,600	\$44,650	\$49,800
LEON	\$19,200	\$23,040	\$28,960	\$35,520	\$41,280	\$47,760	\$54,050	\$60,400
LEON	\$23,040	\$28,000	\$35,040	\$43,200	\$50,400	\$58,560	\$66,750	\$74,950
LEON	\$28,000	\$34,080	\$42,080	\$51,360	\$60,720	\$70,080	\$79,450	\$88,800
LEON	\$34,080	\$41,360	\$50,720	\$61,200	\$71,760	\$82,320	\$92,850	\$103,400
LEON	\$41,360	\$50,000	\$60,640	\$72,480	\$84,480	\$96,480	\$108,450	\$120,400
LEON	\$50,000	\$60,000	\$72,000	\$86,400	\$100,800	\$115,200	\$129,650	\$144,000
LEON	\$60,000	\$72,000	\$86,400	\$103,680	\$121,440	\$139,200	\$156,950	\$174,800
LEON	\$72,000	\$86,400	\$103,680	\$123,840	\$143,760	\$163,680	\$183,650	\$203,600
LEON	\$86,400	\$103,680	\$123,840	\$148,320	\$170,160	\$191,040	\$211,950	\$233,800
LEON	\$103,680	\$123,840	\$148,320	\$176,160	\$204,960	\$233,760	\$262,550	\$291,400
LEON	\$123,840	\$148,320	\$176,160	\$208,320	\$241,920	\$275,680	\$309,450	\$343,200
LEON	\$148,320	\$176,160	\$208,320	\$245,760	\$289,440	\$333,120	\$376,850	\$420,400
LEON	\$176,160	\$208,320	\$245,760	\$293,760	\$343,680	\$393,440	\$443,150	\$492,800
LEON	\$208,320	\$245,760	\$293,760	\$349,440	\$405,360	\$462,080	\$518,850	\$574,400
LEON	\$245,760	\$293,760	\$349,440	\$415,680	\$481,920	\$545,760	\$609,550	\$672,400
LEON	\$293,760	\$349,440	\$415,680	\$491,520	\$567,840	\$635,680	\$701,450	\$767,200
LEON	\$349,440	\$415,680	\$491,520	\$581,760	\$668,160	\$740,000	\$805,750	\$871,400
LEON	\$415,680	\$491,520	\$581,760	\$691,920	\$797,280	\$879,120	\$944,850	\$1,010,400
LEON	\$491,520	\$581,760	\$691,920	\$811,680	\$928,320	\$1,010,160	\$1,075,950	\$1,141,600
LEON	\$581,760	\$691,920	\$811,680	\$941,760	\$1,068,480	\$1,150,320	\$1,216,150	\$1,281,800
LEON	\$691,920	\$811,680	\$941,760	\$1,081,920	\$1,238,160	\$1,329,000	\$1,394,850	\$1,460,400
LEON	\$811,680	\$941,920	\$1,081,920	\$1,232,160	\$1,415,840	\$1,516,680	\$1,582,550	\$1,648,400
LEON	\$941,920	\$1,081,920	\$1,232,160	\$1,391,520	\$1,603,680	\$1,714,520	\$1,780,450	\$1,846,400
LEON	\$1,081,920	\$1,232,160	\$1,391,520	\$1,560,960	\$1,801,440	\$1,922,280	\$1,988,250	\$2,054,200
LEON	\$1,232,160	\$1,391,520	\$1,560,960	\$1,740,480	\$2,001,840	\$2,132,680	\$2,208,650	\$2,284,600
LEON	\$1,391,520	\$1,560,960	\$1,740,480	\$1,938,960	\$2,222,160	\$2,362,000	\$2,438,050	\$2,514,000
LEON	\$1,560,960	\$1,740,480	\$1,938,960	\$2,146,560	\$2,462,520	\$2,612,360	\$2,688,450	\$2,764,400
LEON	\$1,740,480	\$1,938,960	\$2,146,560	\$2,364,160	\$2,722,880	\$2,882,720	\$2,958,850	\$3,034,800
LEON	\$1,938,960	\$2,146,560	\$2,364,160	\$2,591,760	\$2,993,240	\$3,163,080	\$3,239,250	\$3,315,200
LEON	\$2,146,560	\$2,364,160	\$2,591,760	\$2,829,360	\$3,323,600	\$3,503,440	\$3,580,650	\$3,657,600
LEON	\$2,364,160	\$2,591,760	\$2,829,360	\$3,076,960	\$3,583,920	\$3,773,760	\$3,851,950	\$3,930,400
LEON	\$2,591,760	\$2,829,360	\$3,076,960	\$3,334,560	\$3,854,240	\$4,054,080	\$4,132,350	\$4,210,800
LEON	\$2,829,360	\$3,076,960	\$3,334,560	\$3,602,160	\$4,154,560	\$4,364,400	\$4,442,750	\$4,521,200
LEON	\$3,076,960	\$3,334,560	\$3,602,160	\$3,880,760	\$4,454,880	\$4,674,720	\$4,753,150	\$4,831,600
LEON	\$3,334,560	\$3,602,160	\$3,880,760	\$4,169,360	\$4,755,200	\$4,985,040	\$5,063,550	\$5,142,000
LEON	\$3,602,160	\$3,880,760	\$4,169,360	\$4,467,960	\$5,055,520	\$5,295,360	\$5,373,950	\$5,452,400
LEON	\$3,880,760	\$4,169,360	\$4,467,960	\$4,776,560	\$5,355,840	\$5,605,680	\$5,684,350	\$5,763,200
LEON	\$4,169,360	\$4,467,960	\$4,776,560	\$5,095,160	\$5,656,160	\$5,915,000	\$5,993,750	\$6,072,400
LEON	\$4,467,960	\$4,776,560	\$5,095,160	\$5,423,760	\$5,956,480	\$6,224,840	\$6,303,650	\$6,382,400
LEON	\$4,776,560	\$5,095,160	\$5,423,760	\$5,762,360	\$6,256,800	\$6,526,640	\$6,605,550	\$6,684,400
LEON	\$5,095,160	\$5,423,760	\$5,762,360	\$6,110,960	\$6,557,120	\$6,837,000	\$6,916,050	\$7,005,200
LEON	\$5,423,760	\$5,762,360	\$6,110,960	\$6,469,560	\$6,867,440	\$7,157,280	\$7,236,450	\$7,315,600
LEON	\$5,762,360	\$6,110,960	\$6,469,560	\$6,838,160	\$7,267,760	\$7,567,600	\$7,646,850	\$7,726,000
LEON	\$6,110,960	\$6,469,560	\$6,838,160	\$7,216,760	\$7,628,080	\$7,937,920	\$8,017,350	\$8,106,800
LEON	\$6,469,560	\$6,838,160	\$7,216,760	\$7,585,360	\$7,946,400	\$8,257,240	\$8,336,750	\$8,416,200
LEON	\$6,838,160	\$7,216,760	\$7,585,360	\$7,963,960	\$8,324,800	\$8,634,640	\$8,714,250	\$8,793,800
LEON	\$7,216,760	\$7,585,360	\$7,963,960	\$8,352,560	\$8,712,160	\$9,022,000	\$9,101,650	\$9,181,200
LEON	\$7,585,360	\$7,963,960	\$8,352,560	\$8,751,160	\$9,089,600	\$9,409,440	\$9,489,150	\$9,568,800
LEON	\$7,963,960	\$8,352,560	\$8,751,160	\$9,159,760	\$9,517,120	\$9,837,000	\$9,916,750	\$10,006,400
LEON	\$8,352,560	\$8,751,160	\$9,159,760	\$9,578,360	\$9,935,680	\$10,255,520	\$10,335,350	\$10,415,200
LEON	\$8,751,160	\$9,159,760	\$9,578,360	\$10,006,960	\$10,364,000	\$10,683,840	\$10,763,750	\$10,843,600
LEON	\$9,159,760	\$9,578,360	\$10,006,960	\$10,445,560	\$10,802,400	\$11,122,240	\$11,202,150	\$11,282,000
LEON	\$9,578,360	\$10,006,960	\$10,445,560	\$10,844,160	\$11,201,200	\$11,521,040	\$11,600,950	\$11,680,800
LEON	\$10,006,960	\$10,445,560	\$10,844,160	\$11,252,760	\$11,610,800	\$11,930,640	\$12,010,650	\$12,090,600
LEON	\$10,445,560	\$10,844,160	\$11,252,760	\$11,671,360	\$12,030,160	\$12,350,000	\$12,430,050	\$12,510,000
LEON	\$10,844,160	\$11,252,760	\$11,671,360	\$12,100,960	\$12,460,480	\$12,780,320	\$12,860,450	\$12,940,400
LEON	\$11,252,760	\$11,671,360	\$12,100,960	\$12,541,560	\$12,901,600	\$13,221,440	\$13,301,650	\$13,381,600
LEON	\$11,671,360	\$12,100,960	\$12,541,560	\$13,003,160	\$13,363,200	\$13,683,040	\$13,763,350	\$13,843,400
LEON	\$12,100,960	\$12,541,560	\$13,003,160	\$13,484,760	\$13,844,800	\$14,164,640	\$14,244,950	\$14,324,800
LEON	\$12,541,560	\$13,003,160	\$13,484,760	\$13,986,360	\$14,346,400	\$14,666,240	\$14,746,650	\$14,826,600
LEON	\$13,003,160	\$13,484,760	\$13,986,360	\$14,507,960	\$14,868,000	\$15,187,840	\$15,268,150	\$15,348,200
LEON	\$13,484,760	\$13,986,360	\$14,507,960	\$15,049,560	\$15,409,600	\$15,729,440	\$15,809,750	\$15,889,800
LEON	\$13,986,360	\$14,507,960	\$15,049,560	\$15,611,160	\$15,971,200	\$16,291,040	\$16,371,450	\$16,451,400
LEON	\$14,507,960	\$15,049,560	\$15,611,160	\$16,192,760	\$16,552,800	\$16,872,640	\$16,953,150	\$17,033,200
LEON	\$15,049,560	\$15,611,160	\$16,192,760	\$16,794,360	\$17,154,400	\$17,474,240	\$17,554,750	\$17,634,800
LEON	\$15,611,160	\$16,192,760	\$16,794,360	\$17,415,960	\$17,776,000	\$18,095,840	\$18,176,350	\$18,256,400
LEON	\$16,192,760	\$16,794,360	\$17,415,960	\$18,057,560	\$18,417,600	\$18,737,440	\$18,817,950	\$18,898,000
LEON	\$16,794,360	\$17,415,960	\$18,057,560	\$18,719,160	\$19,079,200	\$19,399,040	\$19,479,550	\$19,559,600
LEON	\$17,415,960	\$18,057,560	\$18,719,160	\$19,400,760	\$19,760,800	\$20,080,640	\$20,161,150	\$20,241,200
LEON	\$18,057,560	\$18,719,160	\$19,400,760	\$20,092,360	\$20,452,400	\$20,772,240	\$20,852,750	\$20,932,800
LEON	\$18,719,160	\$19,400,760	\$20,092,360	\$20,793,960	\$21,154,000	\$21,473,840	\$21,554,350	\$21,634,400
LEON	\$19,400,760	\$20,092,360	\$20,793,960	\$21,505,560	\$21,865,600	\$22,185,440	\$22,265,950	\$22,346,000
LEON	\$20,092,360	\$20,793,960	\$21,505,560	\$22,227,160	\$22,587,200	\$22,907,040	\$22,987,550	\$23,067,600
LEON	\$20,793,960	\$21,505,560	\$22,227,160	\$22,958,760	\$23,318,800	\$23,638,640	\$23,719,150	\$23,799,200
LEON	\$21,505,560	\$22,227,160	\$22,958,760	\$23,700,360	\$24,060,400	\$24,380,240	\$24,460,750	\$24,540,800
LEON	\$22,227,160	\$22,958,760	\$23,700,360	\$24,461,960	\$24,822,000	\$25,141,840	\$25,222,350	\$25,302,400
LEON	\$22,958,760	\$23,700,360	\$24,461,960	\$25,233,560	\$25,593,600	\$25,913,440	\$25,993,950	\$26,074,000
LEON	\$23,700,360	\$24,461,960	\$25,233,560	\$26,025,160	\$26,385,200	\$26,705,040	\$26,785,550	\$26,865,600
LEON	\$24,461,960	\$25,233,560	\$26,025,160	\$26,836,760	\$27,196,800	\$27,516,640	\$27,597,150	\$27,677,200
LEON	\$25,233,560	\$26,025,160	\$26,836,760	\$27,668,360	\$28,028,400	\$28,348,240	\$28,428,750	\$28,508,800
LEON	\$26,025,160	\$26,836,760	\$27,668,360	\$28,530,960	\$28,891,000	\$29,210,840	\$29,291,350	\$29,371,400
LEON	\$26,836,760	\$27,668,360	\$28,530,960	\$29,422,560	\$29,782,600	\$30,102,440	\$30,182,950	\$30,263,000
LEON	\$27,668,360	\$28,530,960	\$29,422,560	\$30,344,160	\$30,704,200	\$31,024,040	\$31,104,550	\$31,184,600
LEON	\$28,530,960	\$29,422,560	\$30,344,160	\$31,295,760	\$31,655,800	\$31,975,640	\$32,056,150	\$32,136,200
LEON	\$29,422,560	\$30,344,160	\$31,295,760	\$32,277,360	\$32,637,400	\$32,957,240	\$33,037,750	\$33,117,800
LEON	\$30,344,160	\$31,295,760	\$32,277,360	\$33,288,960	\$33,649,000	\$33,968,840	\$34,049,350	\$34,129,400
LEON	\$31,295,760	\$32,277,360	\$33,288,960	\$34,330,560	\$34,691,200	\$35,011,040	\$35,091,550	\$35,171,600
LEON	\$32,277,360	\$33,288,960	\$34,330,560	\$35,402,160	\$35,752,400	\$36,072,240	\$36,152,750	\$36,232,800
LEON	\$33,288,960	\$34,330,560	\$35,402,160	\$36,503,760	\$36,854,800	\$37,174,640	\$37,255,150	\$37,335,200
LEON	\$34							

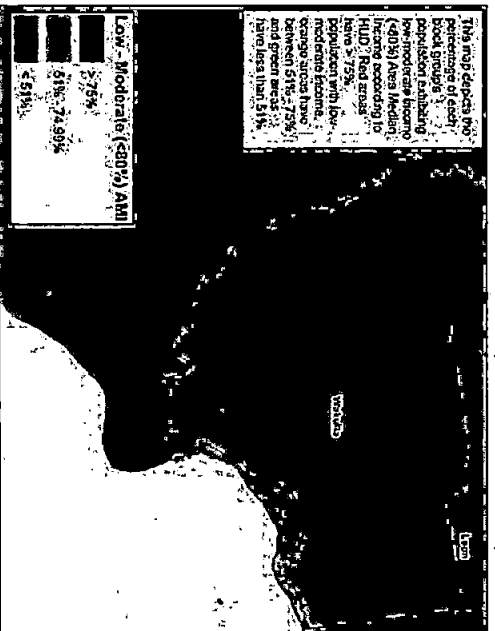
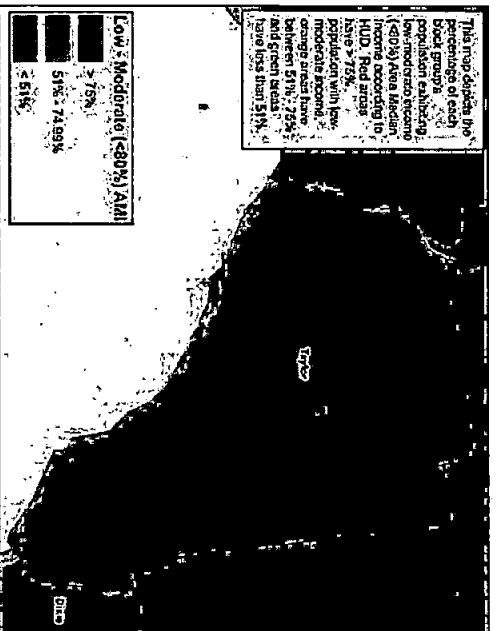
APPENDIX 1: 2016 HUD INCOME LIMITS FOR IA DECLARED COUNTIES, CONTINUED

IA DECLARED COUNTIES	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
TAYLOR								
30% Limits	\$11,880	\$16,020	\$20,160	\$22,700	\$24,550	\$26,350	\$28,150	\$30,000
50% Limits	\$15,900	\$18,200	\$20,450	\$22,700	\$24,550	\$26,350	\$28,150	\$30,000
80% Limits	\$25,450	\$29,050	\$32,700	\$36,300	\$39,250	\$42,150	\$45,050	\$47,950
VOLUSIA								
30% Limits	\$12,000	\$13,750	\$15,450	\$17,150	\$18,550	\$19,900	\$21,300	\$22,650
50% Limits	\$20,000	\$22,900	\$25,750	\$28,600	\$30,900	\$33,200	\$35,450	\$37,750
80% Limits	\$32,050	\$36,600	\$41,200	\$45,750	\$49,400	\$53,100	\$56,750	\$60,400
WAKULLA								
30% Limits	\$13,100	\$13,100	\$20,160	\$24,300	\$28,440	\$32,580	\$36,730	\$40,890
50% Limits	\$21,750	\$21,750	\$27,950	\$31,050	\$33,550	\$36,050	\$38,550	\$41,000
80% Limits	\$34,800	\$34,800	\$44,750	\$49,700	\$53,700	\$57,700	\$61,650	\$65,650

APPENDIX 2: 2016 POPULATIONS BY LMI FOR IA DECLARED COUNTIES







APPENDIX 3: INSURANCE CLAIMS BY COUNTY FOR HURRICANE HERMINE³²

INSURANCE CLAIMS BY COUNTY FOR HURRICANE HERMINE					
COUNTY	NUMBER OF CLAIMS	CLOSED CLAIMS (PAID)	CLOSED CLAIMS (NOT PAID)	NUMBER CLAIMS OPEN	PERCENT CLAIMS CLOSED
Alachua	516	285	208	23	95.5%
Baker	25	15	9	1	96.0%
Bay	58	34	20	4	93.1%
Bradford	19	11	8	0	100.0%
Brevard	147	65	64	18	87.8%
Broward	112	44	45	23	79.5%
Calhoun	3	1	1	1	66.7%
Charlotte	67	30	27	10	85.1%
Citrus	1,522	866	575	81	94.7%
Clay	194	112	75	7	96.4%
Collier	41	15	17	9	78.0%
Columbia	159	108	49	2	98.7%
De Soto	12	5	8	1	91.7%
Dixie	145	76	54	15	89.7%
Duval	993	437	461	95	90.4%
Escambia	31	17	10	4	87.1%
Flagler	36	11	22	3	91.7%
Franklin	124	45	68	11	91.1%
Gadsden	152	88	62	2	98.7%
Gilchrist	29	18	11	0	100.0%
Glades	0	0	0	0	N/A
Gulf	7	2	5	0	100.0%
Hamilton	82	50	31	1	98.8%
Hardee	13	8	5	0	100.0%
Hendry	1	0	0	1	0.0%
Hernando	513	265	223	25	95.1%
Highlands	24	12	11	1	95.8%
Hillsborough	1,486	675	706	105	92.9%
Holmes	2	0	1	1	50.0%
Indian River	20	6	11	3	85.0%
Jackson	18	11	6	1	94.4%
Jefferson	78	41	35	2	97.4%
Lafayette	52	26	6	0	100.0%
Lake	227	122	96	9	96.0%
Lee	106	37	46	23	78.3%
Leon	3,782	2,077	1,475	230	93.9%
Levy	391	193	172	26	93.4%
Liberty	4	3	1	0	100.0%
Madison	197	104	82	11	94.4%
Manatee	663	373	239	51	92.3%
Marion	313	160	144	9	97.1%
Martin	20	11	8	1	95.0%
Miami-Dade	138	52	56	30	78.3%
Monroe	5	2	3	0	100.0%

³² <http://www.floir.com/Office/HurricaneSeason/HurricaneHermineClaimsData.aspx>

INSURANCE CLAIMS BY COUNTY FOR HURRICANE HERMINÉ, CONTINUED

COUNTY	NUMBER OF CLAIMS	CLOSED CLAIMS (PAID)	CLOSED CLAIMS (NOT PAID)	NUMBER CLAIMS OPEN	PERCENT CLAIMS CLOSED
Nassau	73	43	27	3	95.9%
Okaloosa	28	11	11	6	78.6%
Okeechobee	11	3	6	2	81.8%
Orange	526	220	274	32	93.9%
Osceola	120	44	62	14	88.3%
Palm beach	102	37	46	19	81.4%
Pasco	1,484	621	773	90	93.9%
Pinellas	1,959	816	1,024	119	93.9%
Polk	353	177	157	19	94.6%
Putnam	48	24	18	6	87.5%
Santa Rosa	51	13	7	31	39.2%
Sarasota	364	158	160	46	87.4%
Seminole	150	56	79	15	90.0%
St. Johns	145	72	65	8	94.5%
St. Lucie	35	11	22	2	94.3%
Sumter	54	28	25	1	98.1%
Suwannee	197	142	50	5	97.5%
Taylor	440	244	174	22	95.0%
Union	14	10	4	0	100.0%
Volusia	124	52	66	6	95.2%
Wakulla	391	227	141	23	94.1%
Walton	8	2	5	1	87.5%
Washington	8	6	1	1	87.5%
County unknown	507	336	87	84	83.4%
STATEWIDE	19,699	9,864	8,440	1,395	92.9%

APPENDIX 4: INSURANCE CLAIMS BY COUNTY FOR HURRICANE MATTHEW³³

INSURANCE CLAIMS BY COUNTY FOR HURRICANE MATTHEW					
COUNTY	NUMBER OF CLAIMS	CLOSED CLAIMS PAID	CLOSED CLAIMS (NOT PAID)	NUMBER CLAIMS OPEN	PERCENT CLAIMS CLOSED
Alachua	199	95	95	13	93.5%
Baker	49	41	15	3	93.9%
Bay	17	6	10	1	94.1%
Bradford	42	27	15	0	100.0%
Brevard	15,967	9,092	5,410	1,465	90.8%
Broward	1,046	348	531	167	84.0%
Calhoun	6	2	3	1	83.3%
Charlotte	36	17	18	1	97.2%
Citrus	11	22	18	1	97.6%
Clay	2,751	1,472	1,132	147	94.7%
Collier	41	18	17	6	85.4%
Columbia	44	23	19	2	95.5%
De Soto	8	2	3	3	62.5%
Dixie	5	3	3	0	100.0%
Duval	19,090	9,610	7,893	1,587	91.7%
Escambia	21	11	3	7	66.7%
Flagler	7,939	4,349	2,037	693	91.3%
Franklin	2	2	2	1	80.0%
Gadsden	6	4	1	1	83.3%
Gilchrist	4	2	2	0	100.0%
Glades	6	3	3	0	100.0%
Gulf	3	0	1	2	33.3%
Hamilton	7	6	0	1	85.7%
Hardee	7	3	4	0	100.0%
Hendry	6	2	3	1	83.3%
Hernando	34	11	22	1	97.1%
Highlands	51	24	25	2	96.1%
Hillsborough	256	95	125	36	85.9%
Holmes	1	0	0	1	0.0%
Indian River	2,180	1,051	878	251	88.5%
Jackson	11	6	1	4	63.6%
Jefferson	1	1	0	0	100.0%
Lafayette	0	0	0	0	N/A
Lake	864	406	401	57	93.4%
Lee	75	27	39	9	88.0%
Leon	88	20	35	33	62.5%
Levy	20	12	8	0	100.0%
Liberty	0	0	0	0	N/A
Madison	6	1	5	0	100.0%
Manatee	81	34	42	5	93.8%
Marion	384	174	165	25	93.5%
Martin	859	442	345	22	91.6%
Miami-Dade	794	249	363	182	77.1%
Monroe	23	12	9	2	91.3%

³³ <http://www.flair.com/Office/HurricaneSeason/HurricaneHermineClaimsData.aspx>

INSURANCE CLAIMS BY COUNTY FOR HURRICANE MATTHEW, CONTINUED

COUNTY	NUMBER OF CLAIMS	CLOSED CLAIMS (PAID)	CLOSED CLAIMS (NOT PAID)	NUMBER CLAIMS OPEN	PERCENT CLAIMS CLOSED
Nassau	1,881	1,007	681	193	89.7%
Okaloosa	15	8	3	4	73.3%
Okcechobee	51	34	14	3	94.1%
Orange	6,012	2,849	2,598	565	90.6%
Osceola	883	398	378	107	87.9%
Palm Beach	1,675	635	834	206	87.7%
Pasco	113	33	74	6	94.7%
Pinellas	127	46	72	9	92.9%
Polk	414	163	215	36	91.3%
Putnam	1,105	594	444	67	93.9%
Santa Rosa	624	275	323	26	95.8%
Sarasota	393	206	169	18	95.4%
Seminole	3,705	1,717	1,736	252	93.2%
St. Johns	10,802	5,421	4,285	1,096	89.9%
St. Lucie	2,488	1,118	1,100	270	89.1%
Sumter	63	26	37	0	100.0%
Suwannee	14	1	12	1	92.9%
Taylor	6	4	1	1	83.3%
Union	6	4	2	0	100.0%
Volusia	34,403	20,919	10,169	3,315	90.4%
Wakulla	14	6	8	0	100.0%
Walton	8	4	2	2	75.0%
Washington	3	1	2	0	100.0%
County unknown	1,486	675	431	380	74.4%
STATEWIDE	119,345	63,817	44,188	11,346	90.5%

APPENDIX 5: SBA LOANS BY NAICS CODE³⁴

FLORIDA COUNTIES AFFECTED BY HURRICANES HERMINE OR MATTHEW			
NAICS CODE	NAICS CATEGORY	TOTAL LOAN AMOUNT APPROVED	TOTAL DISTRIBUTED
112519	Other Animal Aquaculture	\$198,400	\$49,600
114112	Shellfish Fishing	\$2,800	\$2,800
115112	Soil Preparation, Planting, and Cultivating	\$500	\$500
236118	Residential Remodelers	\$9,700	\$9,700
238390	Other Building Finishing Contractors	\$18,000	\$18,000
336611	Ship-Building and Repairing	\$7,400	\$7,400
424470	Meat and Meat Product Merchant Wholesalers	\$21,600	\$21,600
424910	Farm Supplies Merchant Wholesalers	\$11,000	\$11,000
424930	Flower, Nursery Stock, and Florists' Supplies Merchant Wholesalers	\$58,500	\$58,500
441228	Boat Dealers	\$43,300	\$43,300
442110	Furniture Stores	\$16,100	\$16,100
445110	Supermarkets and Other Grocery (except Convenience) Stores	\$18,400	\$18,400
445230	Fruit and Vegetable Markets	\$2,800	\$2,800
445299	All Other Specialty Food Stores	\$7,300	\$7,300
447110	Gasoline Stations with Convenience Stores	\$39,600	\$39,600
451110	Sporting Goods Stores	\$24,900	\$24,900
451130	Sewing, Needlework, and Piece Goods Stores	\$42,700	\$42,700
451140	Musical Instrument and Supplies Stores	\$5,400	\$5,400
453220	Gift, Novelty, and Souvenir Stores	\$14,600	\$7,300
453910	Pet and Pet Supplies Stores	\$8,600	\$8,600
487210	Scenic and Sightseeing Transportation, Water	\$2,900	\$2,900
488390	Other Support Activities for Water Transportation	\$200	\$2,900
511199	All Other Publishers	\$47,700	\$47,700
518210	Data Processing, Hosting, and Related Services	\$25,000	\$25,000
522298	All Other Nondepository Credit Intermediation	\$187,300	\$187,300
525990	Other Financial Vehicles	\$10,400	\$10,400
531110	Lessors of Residential Buildings and Dwellings	\$9,560,400	\$3,672,700
531120	Lessors of Nonresidential Buildings (except Miniwarehouses)	\$65,300	\$65,300
531130	Lessors of Miniwarehouses and Self-Storage Units	\$62,600	\$31,300
531190	Lessors of Other Real Estate Property	\$941,400	\$156,900
531311	Residential Property Managers	\$17,100	\$17,100
531312	Nonresidential Property Managers	\$8,800	\$17,100
531390	Other Activities Related to Real Estate	\$1,608,300	\$348,000
532292	Recreational Goods Rental	\$24,800	\$2,000
541110	Offices of Lawyers	\$13,900	\$13,900
541211	Offices of Certified Public Accountants	\$221,600	\$221,400
541219	Other Accounting Services	\$13,100	\$13,100
541310	Architectural Services	\$11,300	\$11,300
541990	All Other Professional, Scientific, and Technical Services	\$23,900	\$23,900
561710	Exterminating and Pest Control Services	\$100,200	\$56,500
561720	Janitorial Services	\$2,000	\$2,000
561730	Landscaping Services	\$9,000	\$9,000
621111	Offices of Physicians (except Mental Health Specialists)	\$4,700	\$4,700
621210	Offices of Dentists	\$44,000	\$44,000

³⁴ <http://www.flor.com/Office/HurricaneSeason/HurricaneHermineClaimsData.aspx>

FLORIDA COUNTIES AFFECTED BY HURRICANES HERMINÉ OR MATTHEW, CONTINUED

NAICS CODE	NAICS CATEGORY	TOTAL LOAN AMOUNT APPROVED	TOTAL DISTRIBUTED
621399	Offices of All Other Miscellaneous Health Practitioners	\$15,700	\$15,700
621610	Home Health Care Services	\$79,200	\$140,100
623312	Homes for the Elderly	\$68,100	\$68,100
623990	Other Residential Care Facilities	\$100,000	\$25,000
624190	Other Individual and Family Services	\$10,900	\$10,900
624410	Child Day Care Services	\$8,100	\$4,300
711510	Independent Artists, Writers, and Performers	\$5,200	\$5,200
713930	Marinas	\$969,300	\$300,000
713990	All Other Amusement and Recreation Industries	\$116,200	\$69,800
721110	Hotels (except Casino Hotels) and Motels	\$1,480,200	\$623,900
721191	Bed-and-Breakfast Inns	\$121,600	\$121,600
721211	RV (Recreational Vehicle) Parks and Campgrounds	\$175,600	\$121,600
722310	Food Service Contractors	\$27,700	\$27,700
722330	Mobile Food Services	\$25,000	\$25,000
722511	Drinking Places (Alcoholic Beverages)	\$931,700	\$774,300
722513	Drinking Places (Alcoholic Beverages)	\$11,800	\$11,800
811111	General Automotive Repair	\$133,600	\$69,600
811121	Automotive Body, Paint, and Interior Repair and Maintenance	\$31,500	\$10,500
811191	Automotive Oil Change and Lubrication Shops	\$27,700	\$27,700
811192	Car Washes	\$20,500	\$20,500
811310	Commercial and Industrial Machinery and Equipment (except Automotive and EI)	\$21,200	\$21,200
812210	Funeral Homes and Funeral Services	\$10,000	\$10,000
812910	Pet Care (except Veterinary) Services	\$1,600	\$800
812930	Parking Lots and Garages	\$59,000	\$29,500
812990	All Other Personal Services	\$9,100	\$9,100
813110	Religious Organizations	\$328,900	\$324,800
813410	Civic and Social Organizations	\$1,008,300	\$336,100
813990	Other Similar Organizations (except Business, Professional, Labor, and Politics)	\$10,606,800	\$1,362,700
TOTAL		\$29,912,000	\$9,899,400

**GENERAL ACTION PLAN
REQUIREMENTS**

2. CONNECTION BETWEEN NEEDS AND ALLOCATION OF FUNDS

Federal Register volume 81, Number 224 dated November 21, 2016 states:

“Grantees must propose an allocation of CDBG–DR funds that primarily considers and addresses unmet housing needs. Grantees may also allocate funds for economic revitalization and infrastructure activities, but in doing so, must identify how any remaining unmet housing needs will be addressed or how its economic revitalization and infrastructure activities will contribute to the long-term recovery and restoration of housing in the most impacted and distressed areas.”

The programs and funding outlined in this Action Plan were informed by the findings of the Unmet Needs Assessment, as required by HUD. As outlined in the Assessment, the largest portion of unmet need resulting from Hurricanes Hermine and Matthew is in the Housing sector, particularly in the single-family market.

Therefore, in compliance with the housing-emphasis required by the Register and informed by the Unmet Needs Assessment, the allocation of CDBG-DR program funds primarily considers and addresses unmet housing needs. Any economic revitalization and infrastructure activities approved by DEO will have documented contribution to the long-term recovery and restoration of housing in the Most Impacted and Distressed areas.

Federal Register volume 82, Number 150 dated August 7, 2017 states:

“Grantee must consult with affected citizens, stakeholders, local governments and public housing authorities to determine updates to its needs assessment.”

The programs and funding outlined in this Substantial Amendment to Florida’s approved Action Plan have been revised to reflect new figures obtained through an updated needs assessment conducted in compliance with this requirement.

3. PUBLIC HOUSING, AFFORDABLE HOUSING, AND HOUSING FOR VULNERABLE POPULATIONS

PUBLIC HOUSING

DEO consulted with Public Housing Authorities (PHA) and agencies dedicated to serving vulnerable populations as part of the Action Plan development. The state developed and distributed a PHA disaster-impact survey to all Authorities in the declared region³⁵. The survey requested information on any storm-related damage to units, funds received for assistance, the number of units impacted, and information on whether any residents were displaced due to the hurricane events. The PHAs were also provided an opportunity to provide comments or additional information as desired. DEO received 14 responses, indicating disaster-related impact to 128 public housing units and no remaining displacement³⁶. Of the damaged units, 127 units are in Volusia County, and one unit is in Levy County. The Housing Authority of the City of New Smyrna Beach, which reported damage to 126 units, estimated an impact of over \$1.1 million and that they are awaiting funding from FEMA and other sources. The PHAs were also invited to the Stakeholder Session for public comment on the proposed Action Plan. Accordingly, it is possible that CDBG-DR funds may be used for the rehabilitation, mitigation, or new construction of PHAs once other funding streams are fully exhausted.

AFFORDABLE HOUSING

The Unmet Needs Assessment identifies that 24 percent of the impacted residents accounted for in the FEMA IA application process were renters. However, a closer look at extremely low-income FEMA IA applicants, as well as those with age and access/ functional needs (AFN) as outlined in Tables 17-19 of the Unmet Needs Assessment shows that the overwhelming majority of LMI and age/ AFN applicants are home owners as opposed to renters. The state is establishing an Affordable Rental program in the Method of Distribution, for which subrecipients may submit projects for the replenishment of affordable rental stock in their jurisdiction. DEO will review such projects for consistency with the identified unmet needs in the jurisdiction, as well as the threshold requirements of the Action Plan and the requirements of the Register and other state and federal requirements, including but not limited to the Uniform Relocation Act (URA), income verification and rent restrictions. Any unutilized affordable rental funds will be reallocated to another eligible activity through the non-substantial or substantial amendment process, as applicable.

³⁵ The survey was sent to 62 PHAs in the FEMA declared counties.

³⁶ The 128 units were reported from the Housing Authority of the City of New Smyrna Beach (126), North Central Florida Regional Housing Authority (1), and Ormond Beach Housing Authority (1)

VULNERABLE POPULATIONS

A request for feedback on storm impact was also sent to the Florida Housing Finance Corporation, the Florida Department of Children and Families and the Florida Department of Health. The Emergency Solutions Grant (ESG) program, which is managed by the Florida Department of Children and Families, reported damage to two shelters in St. Johns County. The Emergency Services and Homeless Transitional Housing and St. Francis House shelters both sustained damage. They also reported an "overall increase in persons needing assistance with past due rent/utilities or re-housing due to expenses related to storm recovery" amongst the service providers within their Continuum of Care. There was also a reported increase in residents requesting and needing assistance with re-housing or homeless prevention due to lost wages or having to cover storm-related expenses³⁷.

The Department of Health Housing Opportunities for Persons with AIDS (HOPWA) Program surveyed its project sponsors and reported assistance to one client who had roof damage resulting in potential displacement in which the client was helped with moving to avoid homelessness³⁸.

DEO will ensure close and ongoing coordination with service providers that work with vulnerable populations to ensure that any remaining or ongoing storm-related impact is brought to DEO's attention for a coordinated approach. In addition, any vulnerable populations brought to DEO's attention who are not served under current DEO programs may be referred to specialized service providers for assistance. This includes the network of Florida service providers who serve the homeless, those living with AIDS, and those at risk of becoming homeless. An overview of the state's homeless population counts is included in the Unmet Needs Assessment, and was informed in part by the 2015 Annual Report from the Council on Homelessness.

HUD's Initial Action Plan Review Checklist requires DEO to consider "How planning decisions may affect racial, ethnic, and low-income concentrations, and ways to provide the availability of affordable housing in low-poverty, non-minority areas where appropriate and in response to natural hazard-related impacts."³⁹ To meet this requirement and the requirements to affirmatively further fair housing as outlined in the Register, each project proposed to DEO will undergo Affirmatively Furthering Fair Housing (AFFH) review before approval. Such review will include an assessment of the proposed project area's demography, socio-economic characteristics, environmental hazards or concerns, and other factors material to the AFFH determination. Applications should show that projects are likely to lessen area racial, ethnic, and low-income concentrations, and/or promote affordable housing in low-poverty, non-minority areas in response to natural hazard-related impacts. All subrecipients will certify that they will affirmatively further fair housing in their grant agreements. Applications providing service to vulnerable populations will receive enhanced weighting.

4. MINIMIZE OR ADDRESS DISPLACEMENT

The state and its subrecipients plan to minimize displacement of persons or entities and assist persons or entities displaced as a result of implementing a project with CDBG-DR funds. This is not intended to limit the ability of the state or its subrecipients to conduct buyouts or acquisitions for destroyed and extensively damaged unit or units in a floodplain. Should any proposed projects cause displacement of people, DEO will ensure subrecipients follow the requirements set forth under the Uniform Relocation Assistance (URA) and Real Property Acquisition Policies Act, as waived.

5. MAXIMUM ASSISTANCE AND COST REASONABLE ASSESSMENT

DEO follows a cost analysis process as part of standard contracting procedures, which includes a review of each cost element to determine allowability, reasonableness, and necessity⁴⁰. Maximum assistance available to housing beneficiaries, as well as cost-effectiveness relative to other means of assistance, will be outlined in the DEO Disaster Recovery Program Housing Guidelines. Maximum assistance per beneficiary for infrastructure will be set by the applicant jurisdictions as part of the project submittal to DEO and will be considered by DEO upon review.

³⁷ Statement from ESG program managers

³⁸ Confirmation from HOPWA program 3/10/2017

³⁹ HUD Initial Action Plan Review Checklist, item 3.

⁴⁰ DEO Purchasing and Contracting Guidelines, June 2014

Additionally, the Florida State Housing Initiatives Partnership program (SHIP), provides funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and multifamily housing. Many local governments have participated in the program and have established local housing assistance plans, which include items such as housing incentive strategies, local policies to implement the incentive strategies, and partnerships to reduce housing costs⁴¹. In order to ensure that housing assistance amounts are cost reasonable, the maximum amount of CDBG-DR assistance available to a beneficiary under subrecipient recovery programs is \$100,000. In cases of demonstrable hardship or where local housing markets warrant an increase of the cap, subrecipients may propose an alternative cap to DEO for review and approval. An increased cap may also be used to provide funding for difficult or unexpected repairs above and beyond the housing caps.

6. ELEVATION STANDARDS

DEO will develop and will require subrecipients to implement resilient home construction standards, including ensuring that all structures designed principally for residential use and located in the 1 percent annual (or 100-year) floodplain that receive assistance for new construction, repair of substantial damage, or substantial improvement, as defined at 24 CFR 55.2(b)(10), must be elevated with the lowest floor, including the basement, at least two feet above the one percent annual floodplain elevation. Residential structures with no dwelling units and no residents below two feet above the one percent annual floodplain must be elevated or flood-proofed in accordance with FEMA flood-proofing standards at 44 CFR 60.3(c)(3)(ii) or successor standard, up to at least two feet above the one percent annual floodplain.

Property owners assisted through the recovery program will be required to acquire and maintain flood insurance if their properties are located in a FEMA designated floodplain. This requirement is mandated to protect safety of residents and their property and the investment of federal dollars. Florida will ensure adherence to Section 582 of the National Flood Insurance Reform Act regarding the responsibility to inform property owners receiving disaster assistance that triggers the flood insurance purchase requirement that they have a statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so. Additional Florida State Building Code requirements may apply, in addition to local codes as applicable.

7. PLANNING & COORDINATION

DEO has consulted with and will continue to coordinate with the planning, preparation and response community throughout the affected areas of the state. DEO consulted with the Florida Division of Emergency Management through the development of the program. This includes reviewing disaster mitigation planning documents and long-range planning which considers natural hazard risk. The State of Florida has a robust planning field due to the natural hazard risk and unique challenges of the state's geography.

DEO reviewed the State of Florida Division of Emergency Management Recovery Plan, Recovery Annex to the State Comprehensive Emergency Management Plan. The Recovery Plan applies to all agencies and government entities that are tasked to provide recovery assistance. The Recovery Plan describes long-term and short-term action to be taken and considered when providing recovery assistance. The Recovery Plan is based on existing federal statutory authorities, existing state policies, and specific functional mission assignments made under Florida Statute PL 93-288 and Chapter 252, both as amended.

The Recovery Plan provides an overview of the recovery purpose, process, and programs and addresses the short-term priority needs of disaster survivors and local damaged infrastructure through a daily Incident Action Plan. It is applicable to natural disasters such as hurricanes, floods, droughts, and fires. It also becomes applicable should there be a technological or man-made emergency such as hazardous material release or other incidents requiring state assistance. The Recovery Plan utilizes other plans and standard operating guidelines, depending on the type of incident requiring recovery assistance and whether recovery activities are being initiated pre- or post-incident.

⁴¹ <http://www.floridadisaster.org/documents/FDEM%20Strategic%20Plan%202014-2019.pdf>

⁴² See <http://floridajobs.org/community-planning-and-development/programs/community-planning-table-of-contents/post-disaster-redevelopment-planning> for more information.

The Recovery Plan is updated at a minimum annually through a formalized planning process involving stakeholder input, and within 30 days following major incidents to capture lessons learned and develop best practices. Due to the strength of the existing planning tools available, DEO does not anticipate pursuing additional disaster recovery and response planning activities at this time.

Additionally, the Division of Emergency Management (DEM) has published a 2014-2019 Strategic Plan which charts the course to prepare for, respond to, recover from, and mitigate against the impacts of emergencies across the state⁴³. DEO has also partnered with DEM in the creation of guidance for the Statewide Post-Disaster Redevelopment Plan Planning Initiative, funded by the National Oceanic and Atmospheric Administration (NOAA)⁴⁴. The initiative helps “a community plan for the long-term disaster recovery period to ensure that they are able to recover faster and more efficiently, maintain local control over recovery and take advantage of opportunities to build back better.”

DEO surveyed the 10 Regional Planning Councils in the impacted area to gain additional information on storm impacts.

8. INFRASTRUCTURE ACTIVITIES

DEO will encourage its subrecipients to incorporate mitigation measures into rebuilding activities. Grantees are encouraged to consider the extent to which infrastructure activities funded through the CDBG-DR grant will achieve objectives outlined in both regionally or locally established plans and policies that are designed to reduce future risk to their jurisdiction.

DEO will encourage subrecipients to consider the costs and benefits of the project when selecting CDBG-DR eligible projects. This will be completed by encouraging subrecipients to perform a self-assessment of each proposed project and selecting the project(s) that provide(s) the greatest impact within the confines of the budgeted grant amount. Cost benefit analysis may be considered by DEO through a points system, allocating more points to jurisdictions that provide greater impact to the LMI population they serve (program criteria are outlined in greater detail in Section 16).

HUD requires DEO to “ensure that infrastructure activities will avoid disproportionate impact on vulnerable communities and create opportunities to address economic inequities facing local communities.”⁴⁵ DEO will seek to ensure that infrastructure activities will avoid disproportionate impact by requiring a review and approval process to determine if the project meets AFFH requirements. The proposed program plans should articulate that projects are likely to lessen area racial, ethnic, and low-income concentrations, and/or promote affordable housing in low-poverty, nonminority areas in response to natural hazard-related impacts. All DEO CDBG-DR grant subrecipients will certify that they will affirmatively further fair housing in their grant agreements, and will receive DEO training and technical assistance in meeting their AFFH obligations.

DEO will encourage and coordinate with private and non-profit, local, state, and federal entities to assist subrecipients with maximizing investments with other planned capital improvements and infrastructure development efforts. These efforts will encourage and help to foster the potential for additional infrastructure funding from multiple sources, including existing state and local capital improvement projects, and the potential for private investment.

⁴³ <http://www.floridadisaster.org/documents/FDEM%20Strategic%20Plan%202014-2019.pdf>

⁴⁴ See <http://floridajobs.org/community-planning-and-development/programs/community-planning-table-of-contents/post-disaster-redevelopment-planning> for more information.

⁴⁵ HUD Action Plan Checklist item 8

DEO will rely on professional engineers, procured by the subrecipients, to employ adaptable and reliable technologies to guard against premature obsolescence of infrastructure.

9. LEVERAGING FUNDS

DEO will encourage subrecipients to leverage CDBG-DR funds with funding provided by other federal, state, local, private, and nonprofit sources to utilize the limited CDBG-DR funds to the fullest possible extent. DEO will report on leveraged funds in the DRGR system.

10. PROTECTION OF PEOPLE AND PROPERTY; CONSTRUCTION METHODS

The housing assistance provided under DEO's disaster recovery program will be built with emphasis on high quality, durable, sustainable, and energy efficient construction methods and materials.

These include the following minimum standards:

- Construction standards will be based on the Florida Building Code and must meet or exceed applicable requirements.
- Construction will comply with the Green Building Standard for all new construction of residential buildings and for all replacement of substantially damaged residential buildings (i.e., where repair costs exceed 50 percent of replacement cost) under at least one of the following programs:
 - (i) ENERGY STAR;
 - (ii) Enterprise Green Communities;
 - (iii) LEED (iv) ICC-700 National Green Building Standard;
 - (iv) EPA Indoor AirPlus (ENERGY STAR a prerequisite); or
 - (v) any other equivalent comprehensive green building program acceptable to HUD.
- For rehabilitation construction, the state will follow the Green Building Retrofit Checklist to the extent applicable to the rehabilitation work undertaken, including the use of mold resistant products when replacing surfaces such as drywall. When older or obsolete products are replaced as part of the rehabilitation work, rehabilitation is required to use ENERGY STAR-labeled, WaterSense-labeled, or Federal Energy Management Program (FEMP)-designated products and appliances, or other equivalent.
- Where practicable and as outlined in the DEO Housing Guidelines, components of the Weatherization Assistance Program (WAP) may be incorporated into the minimum standards.

DEO will require subrecipients to establish compliant standards in their request for qualifications for housing contractors. Subrecipients will be required to utilize builders qualified through a request for qualifications process, or use local procurement methods to qualify contractors. To ensure full and open competition, subrecipients are required at a minimum to follow 24 CFR 570.489(g). Subrecipient procurement procedures will be monitored by DEO.

DEO will require subrecipient housing programs to provide a mechanism for homeowners to appeal the quality of the rehabilitation work. DEO will require a warranty period post-construction for housing with all work being performed by the contractor guaranteed for a period of one year. Information about the complainant's rights and how to file a complaint or appeal in regards to the quality of work should be

printed on all subrecipient program applications and/or guidelines. Records of each complaint should be kept on file and subrecipients must respond to complaints and appeals in a timely manner, or within 15 business days, when practical. Subrecipients will be responsible for follow-up on construction quality complaints. Construction quality appeals will be verified by inspection and monitored by DEO.

The state program will not participate in dam or levee work at this time.

11. PROGRAM INCOME

The state anticipates it may generate program income as part of the activities allowed under this allocation. Should any funds be generated, recovery of funds including program income, refunds and rebates will be used before drawing down additional CDBG- DR funds. These amounts will be recorded and tracked in the state accounting systems and recorded in the DRGR system. The DRGR system requires grantees to use program income before drawing additional grant funds, and ensures that program income retained by one will not affect grant draw requests for other subrecipients. Subrecipients will be required to report program income quarterly and will be subject to applicable regulations and Community Development Program Directives. Retention of program income will be in compliance with the subgrant agreements.

12. MONITORING STANDARDS AND PROCEDURES

The state has adopted monitoring standards, including procedures to (i) ensure program requirements (including non-duplication of benefits) are met, and (ii) provide for continual quality assurance and adequate program oversight. These standards and procedures are included in the pre-award Implementation Plan as required by the Federal Register. Monitoring will be conducted by DEO to ensure that program activities progress toward timely completion and to allow for the early identification of potential issues and problems so they can be prevented or corrected.

DEO Disaster Recovery monitoring program includes desk monitoring and onsite monitoring with priority and frequency based on the results of a risk assessment of each subrecipient. The purpose of the risk assessment is to define the scope and focus of the monitoring efforts, including establishing a framework for determining the appropriate level of monitoring consistent with available resources. In addition, the risk assessment will be required each state fiscal year to guarantee continuous review of risks. DEO monitoring is based on criteria consistent with HUD guidance in assessing program risk. The risk assessment provides the basis for developing individual monitoring strategies and documents the decisions and recommendations regarding where to apply staff and travel resources for monitoring, training and/or technical assistance.

The Florida Auditor General and staff will act as the state's independent auditor and conduct financial audits of the accounts and records of state agencies. Where applicable, accounting policies and procedures of DEO should mirror the requirements of the Office of Auditor General.

The State of Florida is dedicated to the prevention of fraud, waste, and abuse. All suspected cases of fraud will be taken seriously and complaints will be reported to DEO's Office of the Inspector General at OIG@deo.myflorida.com. If DEO determines that it is appropriate, it will coordinate its investigation with the Florida Office of the Inspector General for further investigation (1-800-347-3735, <http://www.floridaoig.com/>).

13. BROADBAND INFRASTRUCTURE

The rehabilitation of housing with four or more rental units in a building may be funded under this Action Plan. Should such activity become awarded under the state's program, DEO confirms that subrecipients shall install broadband infrastructure as required.

14. METHOD OF DISTRIBUTION

Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, restoration of housing, infrastructure, and economic revitalization in the impacted and distressed Florida counties resulting from Hurricane Hermine and Hurricane Matthew as declared in DR-4280 and DR-4283. In order to prioritize limited funding in areas with highest damage, DEO disaster recovery program assistance outlined in this Action Plan will be limited to counties (and municipalities within those counties) that received FEMA Individual Assistance (IA) declarations in addition to their Public Assistance (PA) declaration.

DECLARED COUNTIES RECEIVING FEMA IA					
PDD 4283 - HURRICANE MATTHEW			PDD 4280 - HURRICANE HERMINE		
Duval	Flagler	Volusia	Hillsborough	Wakulla	Leon
Indian River	Nassau		Levy	Citrus	Manatee
Seminole	Putnam		Pinellas	Dixie	Pasco
Brevard	St. Johns		Taylor	Hernando	

As required by the Federal Registers, Vol. 81, No. 224, Monday, November 21, 2016, Vol. 82, No.11, Wednesday, January 18, 2017 and Vol 82, No. 150, August 7, 2017, DEO will use 80 percent of the allocation to address unmet needs within the HUD-identified 'Most Impacted and Distressed' (MID) areas. This 80 percent MID area is currently limited to St. Johns County and the jurisdictions within the county. However, DEO may continue to review Unmet Needs data to assess whether additional county areas demonstrate sufficient need to warrant proposal to HUD for inclusion in the 80 percent MID allocation. Should such a proposal be made by DEO and approved by HUD, changes to the Action Plan would be amended through the substantial amendment process. If more than one county is designated as being Most Impacted and Distressed, the 80 percent will be further allocated as described in the substantial amendment.

DEO will ensure, as is required and identified in the Federal Register, that at least 70 percent of the entire CDBG Disaster Recovery grant award will be used for activities that benefit low- and moderate-income persons.

PROGRAM BUDGET

DEO is the lead agency and responsible entity for administering \$117,937,000 in Community Development Block Grant Disaster Recovery (CDBG-DR) funds allocated to the state for recovery. In accordance with the Register, DEO's aggregate total for indirect costs, administrative and technical assistance expenditures will not exceed five percent of the total grant (\$5,896,850) plus program income. DEO will limit spending to a maximum of 20 percent of its total grant amount on a combination of planning, indirect and program administration costs. Planning costs subject to the 20 percent cap are those defined in 42 U.S.C. 5305(a)(12). State and local administration are capped at 5 percent in aggregate by federal regulations. The state may provide additional guidance to jurisdictions through the application process regarding the amount of administrative funds available to awardees. Eligible project delivery costs are presumed included in the grant award amounts, as applicable.

The program budget is outlined as follows:

SUMMARY OF IMPACTS/SUPPORT	GENERAL HOUSING ACTIVITIES	AFFORDABLE RENTAL ⁴⁶	NON-HOUSING OR ADDITIONAL HOUSING	SUB-TOTAL
80% HUD Defined Most Impacted and Distressed (MID)	\$52,882,951	\$5,377,927	\$31,371,242	\$89,632,120
20% Other Most Impacted and Distressed (MID)	\$13,220,738	\$1,344,482	\$7,842,811	\$22,408,030
State & Local Administration ⁴⁷				\$5,896,850
TOTAL	66,103,689	\$6,722,409	\$39,214,053	\$117,937,000

⁴⁶ Affordable rental projects have tenant income requirements and rent restrictions in order to qualify.

⁴⁷ State and local administration are capped at 5% in aggregate by federal regulations. The State may provide additional guidance to jurisdictions through the application process regarding the amount of administrative funds available to awardees. Eligible project delivery costs

HURRICANE IRMA

Hurricane Irma made landfall in the State of Florida on September 10, 2017 causing significant damage to the Florida Keys and peninsula of the state. This has resulted in the exacerbation of impacts in some communities that were also hit by Hurricanes Hermine Matthew. Almost all communities that received a Public Assistance (PA) and Individual Assistance (IA) declaration in 2016 received a 2017 declaration for Hurricane Irma. This includes:

1. Brevard
2. Citrus
3. Dixie
4. Duval
5. Flagler
6. Hernando
7. Hillsborough
8. Indian River
9. Levy
10. Manatee
11. Nassau
12. Pasco
13. Pinellas
14. Putnam
15. Seminole
16. St. Johns
17. Volusia

In many of these communities it will be difficult, if not impossible to delineate impacts from these three distinct storms. Therefore, in the communities listed above, Florida will consider any eligible projects that address unmet need from Hurricanes Hermine, Matthew or Irma. As with all proposed projects, communities will have to document that there will be no duplication of benefits. This is especially important in areas that may receive additional federal assistance to address Irma-related impacts.

PROJECTS AND ACTIVITIES

Jurisdictions from each of the budget areas (80 percent MID or 20 percent MID) will select projects to propose to DEO for funding in accordance with DEO thresholds and criteria. DEO will execute contracts with awarded jurisdictions, including municipalities within counties that receive a separate award. In other words, municipalities may apply directly to DEO and will be contracted with directly, if awarded.

Non-entitlement municipalities may choose to submit projects to DEO through their county. In these instances, the partnering jurisdictions must submit an executed agreement to DEO with their application. The county will be the awardee and no further pass-through will be allowed. DEO may consider requests from entitlement jurisdictions to apply through their county for efficiency or capacity purposes, however the county will be the awardee and no further pass-through will be allowed.

DEO will implement program management, monitoring, and oversight standards necessary to ensure compliance with state and federal requirements.

DEO PROGRAM OVERSIGHT, MONITORING, COMPLIANCE	
APPROXIMATELY \$89.6 MILLION	APPROXIMATELY \$22.4 MILLION
80% MOST IMPACTED DISTRESSED AREA	20% MOST IMPACTED DISTRESSED AREA
<ul style="list-style-type: none"> Jurisdictions submit projects or programs to DEO for ranking & funding 	<ul style="list-style-type: none"> Jurisdictions submit projects or programs to DEO for ranking & funding
<ul style="list-style-type: none"> Awarded jurisdictions implement projects under DEO oversight 	<ul style="list-style-type: none"> Awarded jurisdiction implement projects under DEO oversight

15. BASIS FOR ALLOCATIONS

In consideration of the Unmet Needs Assessment and HUD requirements, in order to prioritize limited funding in areas with highest damage, DEO disaster recovery program assistance outlined in this Action Plan will be limited to counties (and cities within those counties) that received FEMA Individual Assistance (IA) declarations in addition to their Public Assistance (PA) declaration. Program thresholds outlined in Section 16 state that projects or programs must primarily support LMI housing.

The Unmet Needs Analysis identified that approximately 68 percent of the Unmet Need is in the housing sector, 25 percent in infrastructure, and the remainder in the economic sector. The MOD budget categories are closely aligned with the Unmet Needs Analysis, with approximately 65 percent of the funds allocated towards housing (59% General Housing and 6% Affordable Rental). Approximately 35 percent of program funds may be used for infrastructure in support of LMI housing, economic recovery, or other eligible activities, including additional housing needs.

Updated needs assessment continues to support the percentages listed above regarding allocation of funds to support remaining unmet needs.

METHOD OF DISTRIBUTION – BUDGET CATEGORIES

59%

General Housing Activities

6%

Affordable Rental

35%

Non-Housing or Additional Housing

16. PROGRAM DETAILS

ELIGIBLE ACTIVITIES

Units of General Local Government, referred to as jurisdictions throughout this Action Plan, will select projects or programs to propose to DEO for funding in accordance with DEO thresholds and objectives. These thresholds are:

- Projects must demonstrate tie-back to the hurricane event (Hermine or Matthew).
- Projects must not duplicate benefits.

DEO will also consider to what extent proposed projects or programs support the following objectives:

- Projects must primarily address unmet housing needs.
- Projects must primarily serve LMI populations.
- Projects for infrastructure must support LMI housing.

As with all proposed projects, communities will have to document that there will be no duplication of benefits. This is especially important in areas that may receive additional federal assistance to address Irma-related impacts.

Jurisdictions may pursue a range of eligible activities as allowed under CDBG-DR regulations for this appropriation, so long as they are in accordance with the DEO threshold requirements and the requirements for the applicable activity as outlined elsewhere in this Action Plan and the Federal Register. Jurisdictions will be required to meet HUD regulations, such as environmental, duplication of benefits, fair housing and others.

Each project approved for a subrecipient will be subject to the grant minimum and maximum amounts, subject to the extent of funds available. The \$750,000 minimum applies to subrecipients and projects. The county may submit a smaller project to DEO for consideration as a special request, but is encouraged to couple the project with a similar project (for beneficiary population and activity type) to ensure effective use of grant funds. In the competitive allocation (20%), the minimum and maximum cumulatively apply to one county so that DEO may ensure that the funding is distributed throughout the impacted area.

Minimum Award Amount will be: \$750,000

Maximum Award Amount will be:

(80% MID area) Entire allocation available to local government

DEO follows total development cost limits as specified by the Florida Housing Finance Corporation. Please see: <http://www.floridahousing.org/programs/special-programs/ship-state-housing-initiatives-partnership-program/purchase-price-limits>

County	90% Average Area Purchase Price
Duval, Nassau	\$303,882
Manatee	\$264,706
Seminole	\$255,176
Brevard, Citrus, Dixie, Flagler, Hernando, Hillsborough, Indian River, Leon, Levy, Pasco, Pinellas, Putnam, Taylor, Volusia, Wakulla	\$253,809

DEO expects average per unit total housing repair or reconstruction costs to be substantially lower. However, this cap provides flexibility for cases where a project may cost more than average market prices due to complexity of construction, resilience and green building improvements. When reviewing project proposals DEO applies an evaluation of cost reasonableness to its scoring criteria for allocation decisions.

CDBG-DR funding limits for buyout proposals are calculated based on analysis of third party appraisals and evidence of the need for an incentive to facilitate voluntary participation and are not subject to the above noted single-family project maximums.

DEO will potentially utilize all three national objectives to carry out all programs under this allocation. Only mitigation measures related to repairing damage caused by the declared hurricane events will be considered for funding.

SCORING CRITERIA

Projects proposed for funding to DEO will be scored for funding in order of the following criteria. The maximum Scoring Criteria score is 200.

	Max. Points
1	<p>Management Capacity: Jurisdictions program manager and/or developer presents depth of program or project, case and compliance management capacity to deliver services on-time and on-budget. Citizen Complaint Policy is in place.</p> <p style="text-align: right;">35</p>
2	<p>Readiness to Proceed and Viable Production Plan: Applicant must show evidence of how proposed program or project will mobilize and operate in a timely manner.</p> <p style="text-align: right;">25</p>
3	<p>Proposes Cost Reasonable Budget: Proposal budgets reflect cost reasonableness and affirmative efforts to leverage CDBG-DR funds with additional funding to address unmet needs. Budget narrative reflects research, quotes and/or contracted pricing.</p> <p style="text-align: right;">25</p>
4	<p>Storm Resilience: In addition to addressing unmet needs, program or project proposals need to show how they make investments that improve resilience to future storm-related damage.</p> <p style="text-align: right;">15</p>
5	<p>Overall LMI benefit (Percent LMI benefit of the activity): Higher LMI benefit of the activity will receive a higher score. For example, a project with 100 percent LMI benefit would be scored higher than a project with 65 percent LMI benefit.</p> <p style="text-align: right;">50</p>
6	<p>Overall Housing Eligible Activities: Programs and projects with housing related eligible activities will receive a higher score.</p> <p style="text-align: right;">30</p>
7	<p>Vulnerable Populations: Applications which address the following vulnerable populations will receive higher scores. This includes non-housing services such as infrastructure, public facilities, economic development, etc. that provide benefits to these vulnerable populations.</p> <ul style="list-style-type: none"> a. The transitional housing, permanent supportive housing and permanent housing needs of individuals and families that are homeless or at-risk of homelessness; b. The prevention of low-income individuals and families with children (especially those with incomes below 30 percent of the area median) from becoming homeless; c. The special needs of persons who are not homeless but require supportive housing (e.g., elderly, persons with disabilities, persons with alcohol or other drug addiction, persons with HIV/AIDS and their families and public housing residents, as identified in 24 CFR 91.315(e)). <p style="text-align: right;">20</p>
	<p style="text-align: right;">Total Maximum Score: 200</p>

HOUSING ACTIVITIES

Housing activities allowed under CDBG-DR include, but are not limited to:

- Temporary Relocation;
- Buyouts/Acquisitions;
- Demolition/Clearance;
- Single-Family Housing Rehabilitation/Repair;
- Multi-Family Housing Rehabilitation/Repair;
- Housing Construction;
- Public housing;
- Emergency Community Shelters (public facility);
- Homeless Shelter
- Repair and replacement of manufactured housing units;
- Hazard mitigation;
- Elevation;
- Planning activities related to housing; and
- Other activities associated with the recovery of housing stock impacted.

For any residential rehabilitation or reconstruction program, DEO will establish housing guidelines to set housing assistance caps. Subrecipients may establish housing assistance caps for their rehabilitation or reconstruction programs equal to or less than DEO's housing assistance caps. A waiver request must be submitted to DEO if the subrecipient seeks to set housing assistance caps that exceed DEO's housing assistance caps. DEO will evaluate each housing assistance waiver request for cost effectiveness.

AFFORDABLE RENTAL

Benefit to Low and Moderate Income (LMI) persons is the only National Objective that is approved for Affordable Rental projects. In order to receive assistance, the rental property owner must agree to a five-year affordability requirement. A longer affordability period may be required by DEO for proposed multi-family projects over \$1 million. The affordability requirement requires the property owner to lease the units to LMI households earning 80% or less of the AMI and to lease the units at affordable rents. Rents must comply with the maximum HUD HOME rent limits. The maximum HUD HOME rents are the lesser of:

- 1) The fair market rent for existing housing for comparable units in the area as established by HUD under 24 CFR 888.111; or
- 2) A rent that does not exceed 30 percent of the adjusted income of a family whose annual income equals 65 percent of the AMI, as determined by HUD, with adjustments for number of bedrooms in the unit. The HOME rent limits provided by HUD will include average occupancy per unit and adjusted income assumptions⁴⁸.

All affordable rental projects seeking over \$1 million and serving low- and moderate-income residents must remain affordable for the compliance terms listed below. DEO follows HOME program affordability terms for low- and moderate-income rental housing. Please see for details: <https://www.hudexchange.info/resource/2312/home-maximum-purchase-price-after-rehab-value/>

Rental Housing Activity	Minimum period of affordability in years
Rehabilitation or acquisition of existing housing per unit amount of CDBG-DR funds: Under \$15,000	10
\$15,000 to \$40,000	10
Over \$40,000 or rehabilitation involving refinancing	15
New construction or acquisition of newly constructed	20

housing	
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INFRASTRUCTURE, ECONOMIC REVITALIZATION, AND PLANNING

Other eligible activities include, but are not limited to the following however, subrecipients must identify how unmet housing needs will be addressed or how its economic revitalization or infrastructure activities will contribute to the long-term recovery and restoration of housing in the most impacted and distressed areas.

- Restoration of infrastructure (such as water and sewer facilities, streets, provision of generators, removal of debris, drainage, bridges, etc.);
- Demolition, rehabilitation of publicly or privately owned commercial or industrial buildings, and code enforcement;
- Economic development (such as microenterprise and small business assistance, commercial rehabilitation, and special economic development activities);
- Public service (such as job training and employment services, healthcare, child care, and crime prevention within the 15 percent cap);
- Renourishment of protective coastal dunes systems⁴⁹; and
-

⁴⁸ More information on HOME rents may be found at: <https://www.hudexchange.info/manage-a-program/homerent-limits/>

⁴⁹ Note: Beach renourishment activities may have enhanced environmental review requirements.

USE OF CDBG-DR AS MATCH

Additionally, funds may be used to meet a matching, share, or contribution requirement for any other federal program when used to carry out an eligible CDBG-DR activity. This includes programs or activities administered by the Federal Emergency Management Agency (FEMA) or the U.S. Army Corps of Engineers (USACE). By law, the amount of CDBG-DR funds that may be contributed to a USACE project is \$250,000 or less. Note that the Appropriations Act prohibits supplanting the use of CDBG-DR funds for any activity reimbursable by, or for which funds are also made available, by FEMA or USACE.

INELIGIBLE ACTIVITIES

Ineligible activities identified in the Federal Register, Vol. 81, No. 224, Monday, November 21, 2016, include the use of CDBG-DR for forced mortgage payoff, construction of a dam/levee beyond original footprint, assistance to privately owned utilities, not prioritizing assistance to businesses that meet the definition of a small business, or assistance for second homes and activities identified in 24 CFR 570.207. All activities and uses authorized under Title I of the Housing and Community Development Act of 1974, allowed by waiver, or published in the Federal Register, Vol. 81, No. 224, Monday, November 21, 2016, are eligible.

17. CRITERIA TO DETERMINE METHOD OF DISTRIBUTION

FOR THE 80 PERCENT MOST IMPACTED AND DISTRESSED AREAS (ST. JOHNS COUNTY)

The area designated by HUD to be the Most Impacted and Distressed (MID) will be allocated 80 percent of Florida's CDBG-DR Allocation from HUD. This 80 percent MID area is currently limited to St. Johns County and the jurisdictions within the county. However, DEO may continue to review Unmet Needs data to assess whether additional county areas demonstrate sufficient need to warrant proposal to HUD for inclusion in the 80 percent MID allocation. Should such a proposal be made by DEO and approved by HUD, changes to the Action Plan would be amended through the substantial amendment process. If more than one county is designated as being Most Impacted and Distressed, the 80 percent will be further allocated as described in the substantial amendment.

Each designated county will work with its municipalities and other respective partners to package projects for DEO to review for eligibility and consistency with the Federal Register Notice and CDBG-DR regulations. Those projects deemed eligible will be funded through subgrant agreements with the counties for projects proposed in unincorporated areas and with municipalities for projects proposed within eligible incorporated areas. Non-entitlement jurisdictions may partner with their county as outlined in Section 14. The grant period for awardees will be 24 months **unless otherwise extended by DEO after review of justification for the extension from the subgrantee.** Funds that remain unexpended after the 24-month CDBG-DR agreement period may be subject to reallocation to other projects within the MID area. Proposed projects must meet the thresholds **and must support the objectives outlined in Section 16 of this plan, and will be weighted and ranked in accordance with the criteria also** outlined in Section 16 of this plan.

FOR THE 20 PERCENT MOST IMPACTED AND DISTRESSED AREAS

Communities not designated as the HUD Most Impacted and Distressed counties, but that are a part of the 20 percent Other Most Impacted and Distressed counties, will be able to receive CDBG-DR assistance through a competitive application process. In other words, cities and counties listed in the FEMA IA declared county table in Section 14, apart from St. Johns and its jurisdictions, may submit proposed projects. Proposed projects must meet the **scoring criteria** and must support the objectives outlined in Section 16 of this plan and will be weighted and ranked in accordance with the criteria, also outlined in Section 16. The grant period for awardees will be 24-months unless otherwise extended by DEO after review of justification for the extension from the subgrantee. Funds that remain unexpended after the 24-month CDBG-DR agreement period may be subject to reallocation to other projects.

LOCATION, MITIGATION MEASURES AND URGENT NEED

18. PRESIDENTIALLY-DECLARED COUNTY

All activities must be located in a Presidentially-declared county that is eligible for assistance under FEMA declarations 4280 and 4283, as outlined in this Action Plan.

19. MITIGATION MEASURES

The state encourages the use of mitigation measures (including but not limited to wind storm, flooding, and energy efficiency) related to the long-term recovery and restoration of infrastructure, housing, or economic revitalization and allows them as a necessary expense related to the recovery so long as the cost is a necessary expense related to disaster relief or long-term recovery that responds to the eligible disaster. Furthermore, the costs associated with these measures may not prevent the state or subrecipients from meeting unmet needs.

20. USE OF URGENT NEED

The Unmet Needs Assessment documents unmet need in housing, infrastructure, and economy throughout the impacted areas. The state will seek to meet the requirement that 70 percent of funds are utilized for Low-and-Moderate (LMI) income families. Program activities are presumed to meet the use of Urgent Need as a national objective if they occur in the sectors and regions, particularly for housing and infrastructure activities, that were impacted as documented in the Unmet Needs Assessment. However, the state will first seek to determine if the activity meets the LMI national objective before utilizing the Urgent Need national objective.

All applications for funding which include Urgent Need activities must be accompanied by a properly completed Urgent Need National Objective Form – Supplement to DRI Application for Funding. Eligible units of local government will be able to download a copy of the form (including sample of a properly completed form) along with the boilerplate application.

The Department will review the form and consult with HUD to confirm eligibility prior to making an award for the proposed Urgent Need activities. In accordance with the Federal Register Volume 81 No. 224, November 21, 2016, the Florida Disaster Recovery Action Plan must be amended to incorporate each Urgent Need program and/or activity within 24-months of its first obligation of grant funds. Following this 24-month period, no new program or activity may be introduced and allocated funds without a waiver from HUD.

CITIZEN PARTICIPATION

21. CLARITY

The Action Plan includes sufficient information so that all citizens, subrecipients, and applicants are able to understand and comment on the Action Plan.

22. BUDGET

The Plan includes a budget in Section 14, Method of Distribution.

23. TIME FOR CITIZEN COMMENT

Notice of public comment period was provided by publication on the Department of Economic Opportunity disaster recovery website; in addition to targeted state outreach to stakeholders. The state will provide notice and open the citizen comment period for the following time frames per action:

- Comment period for the original Action Plan will take place for 14 days after the publication of the Action Plan.
- Comment period for Substantial Amendments will take place for no less than 14 days after the publication of the Substantial Amendment.

In addition to posting on the official website, DEO conducted four stakeholder webinars as outlined in the Consultation section below.

24. PUBLICATION (A)

The proposed Action Plan was published on the DEO website before its adoption and citizens were provided 14 days for public comment. DEO published a notice of the posting in the Florida Administrative Register (FAR) on April 7, 2017.

25. PUBLICATION (B)

Before its adoption, the proposed Action Plan was published on the DEO website, <http://floridajobs.org/news-center/public-notice>, for a 14 day citizen comment period. DEO published a notice of the posting in the Florida Administrative Register (FAR) on April 7, 2017. DEO incorporated and addressed citizen comments received during that period into the final Action Plan.

26. WEBSITE

DEO has a public website providing access to information and programs administered by the state. DEO has a separate and distinct webpage on its website entitled "Disaster Recovery Programs" that includes information on disaster recovery activities assisted with CDBG-DR funds due to 2016 Hurricanes Hermine and Matthew. The creation and maintenance of the public website is one component of HUD's certification that DEO has proficient financial controls and procurement processes as required in the Register.

The Disaster Recovery Programs' webpage will include links to action plans, action plan amendments, citizen participation requirements, and activity/program information for activities described in the action plan, including details of all contracts and ongoing procurement policies. It will also store every HUD Quarterly Performance Report (QPR), with information accounting for how funds are being used and managed.

Information pertaining to recovery from the 2016 Hurricanes Hermine and Matthew posted to the webpage includes, but is not limited, to program design and reporting, the citizen participation plan, procurement, executed CDBG-DR contracts, and their statuses. Program announcements and details of activities will also be posted on DEO's website on an ongoing basis along with program guidebooks and manuals in English and made available in other languages for limited English proficiency audiences, as applicable.

27. CONSULTATION

DEO has consulted directly with local governments, including, but not limited to, Brevard, Volusia, Pasco, and St. Johns counties. DEO has also consulted with Public Housing Authorities to develop and distribute a PHA disaster impact survey to all Authorities in the FEMA disaster declared counties requesting information of storm-related damage and whether any residents were displaced due to the hurricane events. DEO also requested feedback on the storm-related damage from the Florida Housing Finance Corporation, the Florida Department of Children and Families, and the Florida Department of Health.

In addition, all stakeholders were invited to four stakeholder session webinars and slides were made available to interested parties. A Spanish-speaking interpreter was available at each session. The dates were:

- **Stakeholder Session 1** - CDBG-DR Overview of Requirements (3/9/2017)
- **Stakeholder Session 1 Repeat** - CDBG-DR Overview of Requirements (3/17/2017)
- **Stakeholder Session 2** - Impact and Unmet Needs Assessment (3/28/2017)
- **Stakeholder Session 3** - Draft Action Plan (4/7/2017)

The state published a notice in the Florida Administrative Register (FAR) on April 7, 2017, announcing the availability of the funding and the development of a draft Action Plan. The information was also emailed to all eligible local governments and posted to the Department's website. Comments from the public on the Action Plan were accepted from April 7, 2017 until April 21, 2017. A summary of public comments received, and the state's response to each comment, is included in Appendix Six. The state also collected attendee lists for each webinar.

LOCAL EFFORTS

Counties and other units of local government eligible to receive funds must coordinate to consider the needs of all municipalities (and Federally Recognized Indian Tribes) within the incorporated as well as unincorporated area of the county (and reservations contiguous to the county). Eligible units of government should also consult with local housing providers regarding funding for affordable rental housing needs related to the storms. Applicants for funding must provide DEO with documentation that all parties were allowed an opportunity to discuss unmet needs and the best use of the funding.

Applicants are required to conduct at least one public hearing or meeting to receive comments from residents of the community. Applicants will be required to post a public notice in a newspaper of general circulation and to their website, that states the types of projects to be undertaken, the source and amount of funding available for the activities, a date by which public comments must be made, and who to contact for a copy of the proposed application (i.e., name or office and telephone number). This notice, which must provide for a 10-day comment period, must be published prior to the submission of their application. A compilation of the public comments received must be included as an appendix to the application.

Additionally, applicants are required to conduct outreach to vulnerable populations and are required to have at least one outreach session in an area or areas targeting different special needs populations throughout the county or municipality to ensure best efforts to maximize community outreach are achieved and documented. Since certain areas throughout the state have bilingual and multi-lingual populations, there should be at least a Spanish translation of all relevant documentation available for the public. It would be helpful, if applicable, to have a Spanish translator available during public meetings. This could also be applicable for disabled individuals that may be hearing-impaired or blind.

Applicants for funding must allow their citizens access to grant information pursuant to Florida's Government in the Sunshine Law as well as federal requirements. Records should be made available for public inspection during normal business hours. In addition, if possible, information should be posted to websites. Upon request, information must be provided in a format accessible to persons with disabilities. Retention of records must meet existing public record requirements.

28. ACCESSIBILITY

The Action Plan was made available in English and Spanish, and was posted on the DEO website, which has embedded technology to provide accessibility to the visually impaired.

29. RECEIPT OF COMMENTS

DEO provided a 14 day timeframe for receiving public comments to the Action Plan and obtained comments via an email address published on the disaster recovery website.

30. SUBSTANTIAL AMENDMENT

DEO will engage citizens throughout the disaster recovery program to maximize the opportunity for input on proposed program changes that result in a substantial amendment. Program changes result in a substantial amendment when there is:

- a change in program benefit or eligibility criteria;
- the addition or deletion of an activity; or
- the allocation or reallocation of more than 10 percent of the original appropriation (approximately \$5.8 million).

Citizens will be provided with no less than 14 days to review and provide comments on proposed substantial changes. A summary of all comments received will be included in the final Substantial Amendment submitted to HUD for approval.

DEO will notify HUD, but is not required to undertake public comment, when it makes any plan amendment that is not substantial. HUD will be notified at least five business days before the amendment becomes effective.

Every amendment to the action plan (substantial and non-substantial) will be numbered and posted on the DEO website.

31. SUMMARY OF PUBLIC COMMENTS

A summary of public comments submitted on the draft Action Plan, as well as DEO's response to each comment, are included in Appendix Six.

32. CONSISTENCY OF BUDGET

The combined activities are equal to or less than the total CDBG-DR amount available and amounts are consistent throughout the plan.

33. CITIZEN COMPLAINTS

The State of Florida will handle citizen complaints received by the state, its subrecipients, vendors, and/or other program sources by conducting:

1. Investigations as necessary;
2. Resolution; or
3. Follow-up actions.

The goal of the state is to provide an opportunity to resolve complaints in a timely manner, usually within 15 business days as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines, and websites will include details on the right to file a complaint or appeal, and the process for filing a complaint or beginning an appeal.

Applicants are allowed to appeal program decisions related to one of the following activities:

1. A program eligibility determination;
2. A program assistance award calculation; and
3. A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal through the Disaster Recovery email at CDBG-DR@deo.myflorida.com or submit by postal mail to the following address:

Attention: Chief, Bureau of Small Cities and Rural Communities
Florida Department of Economic Opportunity
107 East Madison Street
The Caldwell Building, MSC 160
Tallahassee, Florida 32399

If the complainant is not satisfied by the subrecipient determination or DEO response, the complainant may file a written appeal by following the instructions issued in the letter of response. If at the conclusion of the appeals process the complainant has not been satisfied with the response, a formal complaint may then be addressed directly to the regional Department of Housing and Urban Development (HUD) at:

Department of Housing & Urban Development
Charles E. Bennett Federal Building
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

The Florida Disaster Recovery Program operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669- 9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

34. CERTIFICATION AND RISK ANALYSIS DOCUMENTATION

The State of Florida DEO submitted the Certification and Risk Analysis Documentation to HUD on March 23, 2017, as required.

35. CDBG-DR CERTIFICATIONS

24 CFR 91.325 is waived. Each state receiving a direct allocation under this notice must make the following certifications with its Action Plan:

- a. The grantee certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG program.
- b. The grantee certifies its compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by part 87.
- c. The grantee certifies that the action plan for Disaster Recovery is authorized under state and local law (as applicable) and that the grantee, and any entity or entities designated by the grantee, and any contractor, subrecipient, or designated public agency carrying out an activity with CDBG-DR funds, possess(es) the legal authority to carry out the program for which it is seeking to fund, in accordance with applicable HUD regulations and this notice. The grantee certifies that activities to be undertaken with funds under this notice are consistent with its action plan.

- d. The grantee certifies that it will comply with the acquisition and relocation requirements of the URA, as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for in this notice.
- e. The grantee certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.
- f. The grantee certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105 or 91.115, as applicable (except as provided for in notices providing and alternative requirements for this grant). Also, each UGLG receiving assistance from a state grantee must follow a detailed citizen participation plan that satisfies the requirements of 24 CFR 570.486 (except as provided for in notices providing waivers and alternative requirements for this grant).
- g. Each state receiving a direct award under this notice certifies that it has consulted with affected UGLGs in counties designated in covered major disaster declarations in the non-entitlement, entitlement, and tribal areas of the state in determining the uses of funds, including the method of distribution of funding, or activities carried out directly by the state.
- h. The grantee certifies that it is complying with each of the following criteria:
1. Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing and economic revitalization in the Most Impacted and Distressed areas for which the President declared a major disaster in 2016 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5121 et seq.) but prior to September 29, 2016.
 2. With respect to activities expected to be assisted with CDBG-DR funds, the Action Plan has been developed so as to give the maximum feasible priority to activities that will benefit low- and moderate-income families.
 3. The aggregate use of CDBG-DR funds shall principally benefit low- and moderate income families in a manner that ensures that at least 70 percent (or another percentage permitted by HUD in a waiver published in an applicable Federal Register notice) of the grant amount is expended for activities that benefit such persons.
 4. The grantee will not attempt to recover any capital costs of public improvements assisted with CDBG-DR grant funds, by assessing any amount against properties owned and occupied by persons of low- and moderate- income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - (a) Disaster recovery grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or
 - (b) For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (a).
- i. The grantee certifies that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601–3619) and implementing regulations, and that it will affirmatively further fair housing.
- j. The grantee certifies that it has adopted and is enforcing the following policies, and, in addition, states receiving a direct award must certify that they will require UGLGs that receive grant funds to certify that they have adopted and are enforcing:
1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 2. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

k. The grantee certifies that it has adopted and is enforcing the following policies, and, in addition, states receiving a direct award must certify that they will require UGLGs that receive grant funds to certify that they have adopted and are enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and
2. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

l. The grantee certifies that it (and any subrecipient or administering entity) currently has or will develop and maintain the capacity to carry out disaster recovery activities in a timely manner and that the grantee has reviewed the requirements of this notice and requirements of the Appropriations Act applicable to funds allocated by this notice, and certifies to the accuracy of its certification documentation referenced at A.1.a. under section VI and its risk analysis document referenced at A.1.b. under section VI.

m. The grantee certifies that it will not use CDBG-DR funds for any activity in an area identified as flood prone for land use or hazard mitigation planning purposes by the state, local, or tribal government or delineated as a Special Flood Hazard Area in FEMA's most current flood advisory maps; unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain, in accordance with Executive Order 11988 and 24 CFR part 55. The relevant data source for this provision is the state, local, and tribal government land use regulations and hazard mitigation plans and the latest issued FEMA data or guidance, which includes advisory data (such as Advisory Base Flood Elevations) or preliminary and final Flood Insurance Rate Maps.

n. The grantee certifies that its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, J, K, and R.

o. The grantee certifies that it and all subrecipients will comply with environmental requirements at 24 CFR part 58 and Section 582 of the NFIP.

p. The grantee certifies that it will comply with applicable laws.

The Florida Department of Economic Opportunity (DEO) hereby certifies to the above, as authorized by the Chief Executive Officer:

Signature: Signed version submitted to HUD

36. SF-424

DEO submits this Action Plan to HUD along with a completed and executed Federal Form SF-424.

CONCLUSION

37. COMPLETE AND COMPLIANT

This Plan will be reviewed for completeness and compliance by HUD as part of the approval process.

38. PRE-AWARD, PRE-AGREEMENT, AND REIMBURSEMENT

The provisions of 24 CFR 570.489(b) and 570.200 (h) permits a state to reimburse itself for otherwise allowable costs incurred by itself or its recipients sub grantees or sub recipients on or after the incident of the covered disaster. The provisions at 24 CFR

570.200(h) and 570.489(b) apply to grantees reimbursing costs incurred by itself or its recipients or subrecipients prior to the execution of a grant agreement with HUD. This includes but is not limited to activities supporting program development, action plan development and stakeholder involvement support, and other qualifying eligible costs incurred in response to an eligible disaster covered under Public Law 114-254.

Florida's Department of Economic Opportunity (DEO) incurred pre-award costs and is seeking reimbursement for these costs that are reasonable and allowable under this regulation. The Department intends to recover the pre-award costs consistent with the authority cited in this section. These costs include the cost for salary, employer fringe benefits, and direct operating cost for each employee based on their individual percentage of time spent on the planning of the CDBG-DR program during a pay period. Any cost associated with the disaster recovery efforts will be allocated based on the total time spent on CDBG-DR activities versus other duties for a particular month. The total cost of the contractors to prepare the Action Plan and Unmet Needs Assessment and other costs associated with its preparation, meetings, community outreach, and any other direct costs associated with the Action Plan will be reimbursed by this CDBG-DR grant. Additionally, once contracted, DEO may allow the drawdown of pre-agreement costs associated with eligible disaster recovery activities dating back to the date of the disaster(s) for subrecipients and DEO with appropriate documentation.

39. UNIFORM RELOCATION ACT

HUD requires DEO to define what would constitute a housing unit "not suitable for rehabilitation. In addition, HUD requires DEO to define "demonstrable hardship" and how it applies to Applicants.

DEO defines "not suitable for rehabilitation" as one of the three following definitions (1, 2, or 3):

1. Residential properties that have experienced repetitive losses under FEMA's National Flood Insurance Program (NFIP).
2. Dwellings that are considered substandard and do not meet the recovery program's housing rehabilitation standards and/or federal, state, local code requirements shall not be deemed suitable for rehabilitation, as determined by the program and consistent with program guidelines. The determination may be established based on the calculation that the cost of rehabilitation exceeds 70 percent of the market value for the property or that the property is deemed a blighted structure consistent with state or local ordinance; in which case the property would be a candidate for demolition and/or reconstruction and not subject to one-for-one replacement.
3. A "blighted structure" is any structure unfit for use, habitation, or dangerous to persons or other property. In addition, a structure is blighted when it exhibits objectively determinable signs of deterioration sufficient to constitute a risk to human health, safety, and public welfare. This includes structures showing evidence of physical decay or neglect, or lack of maintenance. Characteristics may also include any nuisance conditions including but not limited to:

Any "Nuisance" as defined by law, or:

- a. Physical conditions. Examples of these include, but are not limited to, old, dilapidated, abandoned: scrap or metal, paper, building materials and equipment, bottles, glass, appliances, furniture, rags, rubber, motor vehicles, and parts thereof; or

- b. Physical conditions posing fire hazards,
- c. Physical conditions posing a hazard. Examples include, but are not limited to dead or damaged trees.
- d. Unsanitary conditions or anything offensive to the senses or dangerous to health. Examples of these include, but are not limited to, the emission of odors, sewage, human waste, liquids, gases, dust, smoke, vibration or noise, or whatever may render air, food, or drink detrimental to the health of human beings;
- e. Any residential property that poses a public nuisance, which may be detrimental to health or safety, whether in a building, on the premises of a building, or upon an unoccupied lot. Examples of these items include, but are not limited to: abandoned wells, shafts, basements, excavations, unclean swimming pools or spas, abandoned iceboxes, refrigerators, motor vehicles, and any structurally unsound fences or structures, lumber, trash, fences, or debris which may prove a hazard for inquisitive minors;

DEO will define "demonstrable hardship" as exceptions to program policies for applicants who demonstrate undue hardship. Applicants in this situation will be reviewed on a case by case basis to determine whether assistance is required to alleviate such hardship. Demonstrable hardship may include, but is not limited to, excessive amounts of debt due to a natural disaster, prolonged job loss, substantial reduction to household income, death of a family member, unexpected and extraordinary medical bills, disability, etc.

40. DEADLINES

See Expenditure and Projections attached to this Plan.

41. MOST IMPACTED AND DISTRESSED

The program budget reflects the 80 percent allocation to the HUD-identified Most Impacted and Distressed area.

42. DISASTER RECOVERY PROGRAM IMPLEMENTATION

A copy of the Florida Disaster Recovery Program Implementation Timeline will be posted to DEO's website at the following location: www.floridajobs.org/CDBG-DR. Copies of the timeline will be e-mailed to eligible local governments simultaneous with its posting to the DEO website. The timeline, which is approximate and subject to revision, will include such information as the date the boilerplate Local Government Application for Funding will be posted to the website; the date of the Disaster Recovery Application Workshop, etc. A copy of the application workshop agenda will also be posted to the website after it has been finalized.

43. LOCAL GOVERNMENT APPLICATION FOR FUNDING

Eligible UGLG will be able to download a boilerplate copy of the application for funding and National Objective after it is posted to DEO's Internet website at the following location:
www.floridajobs.org/CDBG-DR.

44. CITIZEN PARTICIPATION AND APPLICATIONS FOR ASSISTANCE

Local governments are responsible for notifying citizens of planned or proposed disaster recovery activities and for obtaining citizen input in accordance with their Citizen Participation Plan. Citizens must apply for assistance through their local government. All beneficiaries applying for direct assistance must qualify as low to moderate income as defined by the U.S. Department of Housing and Urban Development. Citizens can access the data via the HUD User Internet website at the following location:
<https://www.huduser.gov/portal/datasets/il.html>.

APPENDICES AND SUPPORTING DOCUMENTS

APPENDIX 6: RESPONSE TO PUBLIC COMMENT**ST. JOHNS COUNTY****Comment:**

On 4/13/2017, St. Johns County submitted Document 1, Attachment A, titled St. Johns County CDBG-DR DEO White Paper presenting subsequent data related to several Figures and Tables provided in the Unmet Needs Assessment as well as summary of unmet needs for Hurricane Matthew related housing, economic development and infrastructure projects.

Response:

DEO has reviewed and considered all data provided by St. Johns County in Document 1 and has updated the Unmet Needs Assessment portion of the Action Plan where applicable. Also, DEO encourages the county to package projects during the application period for DEO to review for eligibility and consistency with the Federal Register Notice and CDBG-DR regulations. Those projects deemed eligible will be funded through subgrant agreements. Proposed projects must meet the thresholds outlined in Section 16 of the Action Plan and will be weighted and ranked in accordance with the criteria in Section 16.

Comment:

On 4/13/2017, St. Johns County submitted Document 2, Attachment B, titled USDA Designates 4 Counties in Florida as Primary Natural Disaster Areas.

Response:

DEO has reviewed and considered all data provided in Document 2 regarding St. Johns County as one of the primary natural disaster areas due to Hurricane Matthew and has added this information to the Unmet Needs Assessment.

Comment:

On 4/13/2017, St. Johns County submitted Document 3, Attachment C, titled Preliminary Report on Crop Losses Due to Hurricane Matthew in St. Johns County.

Response:

DEO has reviewed and considered all data provided in Document 3 identifying estimated damage from Hurricane Matthew to be at least \$1.4 million in St. Johns County. USDA crop indemnity data does not show crop losses in St. Johns County through December 2016. As such, while the Unmet Needs figures on crop damage utilize USDA indemnity reports, the information provided by St. Johns has been added to the description of need. DEO may continue to monitor changes reported by USDA and has included the County's data in the public comment record.

Comment:

On 4/13/2017, St. Johns County submitted Document 4, Attachment D, titled 2017 Qualified Census Tracts.

Response:

DEO has reviewed the data provided in Document 4 regarding 2014 LMI area data by block group in relation to fire stations and encourages the county to package projects during the application period for DEO to review for eligibility and consistency with the Federal Register Notice and CDBG-DR regulations. Those projects deemed eligible will be funded through subgrant agreements. Proposed projects must meet the thresholds outlined in Section 16 of the Action Plan and will be weighted and ranked in accordance with the criteria in Section 16.

Comment:

On 4/13/2017, St. Johns County submitted Document 5, Attachment E, titled Hurricane Matthew HMGP Ranked Project List -2017.

Response:

DEO has reviewed the data provided in Document 5 regarding Hurricane Matthew HMGP Ranked Project List and encourages the county to package projects during the application period for DEO to review for eligibility and consistency with the Federal Register Notice and CDBG-DR regulations. Those projects deemed eligible will be funded through subgrant agreements. Proposed projects must meet the thresholds outlined in Section 16 of the Action Plan and will be weighted and ranked in accordance with the criteria in Section 16.

Comment:

On 4/13/2017, St. Johns County submitted Document 6, Attachment F, titled St. Johns County Dune Restoration.

Response:

DEO has reviewed the data provided in Document 6 regarding 2014 LMI area data by block group in relation to dune restoration and encourages the county to package projects during the application period for DEO to review for eligibility and consistency with the Federal Register Notice and CDBG-DR regulations. Those projects deemed eligible will be funded through subgrant agreements. Proposed projects must meet the thresholds outlined in Section 16 of the Action Plan and will be weighted and ranked in accordance with the criteria in Section 16.

Comment:

On 4/13/2017, St. Johns County submitted Document 7, Attachment G, titled St. Johns County Florida Recommendation For Funding To The Department Economic Opportunity, Florida for the Use Of CDBG-Disaster Funds.

Response:

DEO has reviewed the data provided in Document 7 regarding the proposed application for subgrantee funding and appreciates the County's input on the application process.

Comment:

On 4/20/2017, St. Johns County submitted Document 8, Attachment H, providing additional information and updated data to Document 1 titled St. Johns County CDBG-DR DEO White Paper presenting subsequent data related to several Figures and Tables provided in the Unmet Needs Assessment as well as summary of unmet needs for Hurricane Matthew related housing, economic development and infrastructure projects.

Response:

DEO has reviewed and considered all data provided by St. Johns County in Document 8 and has updated the Unmet Needs Assessment portion of the Action Plan in Table 12 [*previously located in Table 11*] with a mixture of data from FEMA Applicant level data and FEMA online data. Information on local shelter figures has been added to the applicable section. Also, DEO encourages the county to package projects during the application period for DEO to review for eligibility and consistency with the Federal Register Notice and CDBG-DR regulations.

Additionally, the feedback from the County regarding the extent of need in the infrastructure sector supported the budget breakout in the Method of Distribution for approximately \$15.5 million available for eligible infrastructure project applications in the County.

Comment:

On 4/20/2017, via St. Johns County: 1. "On page 88 [*now located on page 67*] of the State Action Plan it states; "DEO will ensure, as is required and identified in the Federal Register, that at least 70 percent of the entire CDBG Disaster Recovery grant award will be used for activities that benefit low and moderate-income persons." Question 1: If all projects that can benefit LMI have been funded and the 70% cannot be met, will the state consider a waiver to HUD to lower the LMI to 50.01%?"

Response:

DEO has reviewed and considered the question submitted by St. Johns County. The aggregate use of CDBG-DR funds shall principally benefit low-and moderate income families in a manner that ensures that at least 70 percent of the state's grant amount is expended for activities that benefit such persons. DEO may consider a waiver for approval from HUD if all needs that meet this threshold in all eligible communities have been met.

Comment:

On 4/20/2017, via St. Johns County: 2. "The State Action Plan says that the Minimum Award for a single project will be \$750,000. Question 2: Is the \$750,000 the minimum amount that the state will provide any one subrecipient or is that the minimum amount for a single project requested for funding. For example, if St. Johns County has a particular project that is consistent with the priorities of this allocation and benefits the LMI population but costs less than \$750,000, can the project be considered as a special request or coupled with other projects that are less than \$750,000 to meet the minimum dollar requirement?"

Response:

The \$750,000 minimum applies to subrecipients and projects. The County may submit a smaller project to DEO for consideration as a special request, but is encouraged to couple the project with a similar project (for beneficiary population and activity type) to ensure effective use of grant funds. In the competitive allocation (20%), the minimum and maximum cumulatively apply to one county so that DEO may ensure that the funding is distributed throughout the impacted area.

Comment:

On 4/20/2017, via St. Johns County: 3. "On page 91 [now located on page 71] of the States Action Plan, it states: "The county designated by HUD to be the Most Impacted and Distressed will be allocated 80 percent of Florida's CDBG-DR Allocation from HUD. If more than one county is designated as being Most Impacted and Distressed, the 80 percent will be further allocated in equal portions to those determined by HUD to be designated counties." Question 3: With this data support, will DEO recommend the original direction stated in the applicable Federal Register by HUD be followed? In accordance to the Federal Register Volume 82, Number 11 dated January 18, 2017, St. Johns County was the only County listed as meeting HUD criteria as the most impacted county. This designation provided a specific set-aside for St. Johns County of \$46,881,600. While the state has received damage reports from many counties, at this time St. Johns County strongly supports moving forward as documented in the existing Federal Register. The County would not want the process to be slowed and recovery delayed by such a shift when data supports the original assessment as accurate in its intent. The County has projects that are shovel-ready to be moved forward as soon as the CDBG DR funds are made available to the County."

Response:

DEO has reviewed and considered the question submitted by St. Johns County. The Federal Register requires that "Each grantee must develop a needs assessment to understand the type and location of community needs and to target limited resources to those areas with the greatest need. Grantees receiving an award under this notice must conduct a needs assessment to inform the allocation of CDBG-DR resources."

The state may continue to review Unmet Needs data to assess whether additional county areas demonstrate sufficient need to warrant proposal to HUD for inclusion in the 80 percent MID allocation. Should such a proposal be made by DEO and approved by HUD, the Action Plan would be amended through the substantial amendment process. If more than one county is designated as being Most Impacted and Distressed, the 80 percent will be further allocated as described in the substantial amendment.

Comment:

On 4/20/2017, via St. Johns County: 4. "On page 101 [now located on page 82] of DEO's Action Plan, it discusses the eligibility of the reimbursement of pre-award costs in accordance to the Federal Regulation. It then further clarifies by stating: "Florida's Department of Economic Opportunity (DEO) incurred pre-award costs and is seeking reimbursement for these costs that are reasonable and allowable under this regulation." Question 4: Because St. Johns County has incurred costs to be ready to implement this program, will the DEO consider the addition of language to include "Florida's Department of Economic Opportunity (DEO) and St. Johns County incurred.....?"

Response:

DEO has clarified the Action Plan to state that once contracted, DEO may allow the drawdown of pre-agreement costs associated with eligible disaster recovery activities dating back to the date of the disaster(s) for subrecipients and DEO with appropriate documentation. State and local administration are capped at 5% in aggregate by federal regulations. DEO may provide additional guidance to jurisdictions through the application process regarding the amount of administrative funds available to awardees. Eligible project delivery costs are presumed included in the grant award amounts, as applicable.

FLAGLER COUNTY**Comment:**

On 4/17/2017, via Flagler County: 1. "The County states that Unmet Needs Table 8 [now located in Table 9, page 24], page 24- "Flagler County did operate 3 shelters but our numbers were much higher than what is currently in the table. At our highest count we had 1,853 people in our shelters...waiting on a number from our School Board for the Total Sheltered (All Days) ... our max sheltered was 1,853 not 201."

Response:

DEO has reviewed and considered data provided by Flagler County and has updated the Unmet Needs Assessment regarding shelters where applicable. The table on shelters utilizes data provided by the Florida Division of Emergency Management at a certain point in time, which may reflect a lower number of sheltered populations than information from local data sources. The information from Flagler County has been included in the description of need regarding shelters.

Comment:

On 4/17/2017, via Flagler County: 2. "Page 36 [now located on page 26]- There is a sentence that reads 'Inspection rates were higher for Hurricane Hermine and Hurricane Matthew.' Is it supposed to say 'higher for Hurricane Hermine than Hurricane Matthew'?"

Response:

Yes, DEO has clarified the language to reflect that inspection rates were higher for Hurricane Hermine than Hurricane Matthew.

Comment:

On 4/17/2017, via Flagler County: 3. "Page 51 [now located on page 38]- end of the first paragraph under the Public Assistance heading... The State of Florida generally contributes 12.5% and the local jurisdictions contribute the other 12.5% to make up the 25% cost share."

Response:

DEO has reviewed and has clarified this portion of the Unmet Needs Assessment.

Comment:

On 4/17/2017, via Flagler County: 4. "Page 56 [now located on page 43]-HMGP & Resilience- Florida is an Enhanced State so we receive 20% of the total IA, PA AND SBA towards our HMGP allocation. I know that there are still some data limitations in regard to calculating the amount of HMGP available, but the Notice of Funding Available (NOFA) has been out on FDEM's website for both Matthew and Hermine since late January and late February, respectively. The NOFA contains 90-day estimates from FEMA on available HMGP. Matthew's 90-day estimate is 30,007,575 federal and Hermine is \$6,783,319 federal. This is a SIGNIFICANT difference from what's written in this section and it also fails to include SBA. More info can be pulled from the NOFAs found here- <http://www.floridadisaster.org/Mitigation/Hazard/currentdisasterdeclarations.htm#matthew>

Response:

DEO has reviewed and considered data provided by Flagler County and has updated the Unmet Needs Assessment where applicable.

Comment:

On 4/17/2017, via Flagler County: 5. "Page 83 [now located on page 62] states at the beginning of the 2nd paragraph under #7, "DEO reviewed the Florida Emergency Management Action Plan (EMAP) in consideration of the state level Recovery process." I've never heard of this EMAP. To emergency managers, EMAP is actually an accreditation program. Is this action plan something that is related to the state's Comprehensive Emergency Management Plan (CEMP)? The state CEMP has a recovery annex and I was able to find a 2008 version of a State Recovery Plan, but nothing referencing the Florida Emergency Management Action Plan."

Response:

DEO reviewed the State of Florida Division of Emergency Management Recovery Plan, Recovery Annex to the state Comprehensive Emergency Management Plan, 2013 version. The language in the Action Plan has been clarified accordingly.

CITRUS COUNTY

Comment:

On 4/20/2017, via Citrus County: 1. "We would like to impress the importance of distributing CDBG-DR funds equally and equitably across all Counties listed on both Declarations (Hermine & Matthew). Awarding 80% of the total funds to St. Johns County due to HUD identifying it as the County with the "most impacted and distressed area" will leave 19 Counties with approximately \$3,000,000 in funds to apply for, and with a minimum application threshold of \$750,000, only four (4) Counties at the most will have an opportunity to receive this funding. FEMA fairly allocated Disaster funding by a percentage of damage estimates reported by each County listed on the Declarations. We strongly recommend that funds be distributed in a fair manner, understanding that these Counties were listed on the Declarations for a reason and that substantial damage was reported to FEMA by most of them. Citrus County residents living in the unincorporated areas of Homosassa and Crystal River received flood damage to their homes and many are still displaced. This funding opportunity may give us an avenue for helping these residents restore their homes and their lives. Thank you for the opportunity to comment."

Response:

DEO has reviewed and considered the comment submitted by Citrus County. As required by the Federal Registers, Vol. 81, No. 224, Monday, November 21, 2016, and Vol. 82, No. 11, Wednesday, January 18, 2017, DEO will use 80 percent of the allocation to address unmet needs within the HUD-identified 'Most Impacted and Distressed' (MID) areas. This 80 percent MID area is currently limited by HUD to St. Johns County and the jurisdictions within the county. The state may continue to review Unmet Needs data to assess whether additional county areas demonstrate sufficient need to warrant proposal to HUD for inclusion in the 80 percent MID allocation. Should such a proposal be made by DEO and approved by HUD, the Action Plan would be amended through the substantial amendment process.

VOLUSIA COUNTY

Comment:

On 4/20/2017, via Volusia County: 1. "The \$3,000,000 maximum award per applicant set forth in the Draft Action Plan is not sufficient to address the unmet need in Volusia County.

- a. The Draft Action Plan identified the total FEMA Real Property Verified Loss in Volusia County to be \$3,130,060. The verified loss is only looking at the 6,058 residents that applied and were inspected by FEMA. Of those inspected, 85.51% had verified loss. Of those with verified loss, only 1,587 received repair assistance. According to the data presented, 2,842 applicants with verified loss did not receive assistance and another 6,968 that applied for assistance were not inspected. If a similar damaged rate of 85.51% is true of uninspected properties, Volusia County has a large gap of unmet needs to address regarding real property loss.
- b. As demonstrated in the Draft Action Plan, the damage to mobile homes in Volusia County due to Hurricane Matthew is extensive. There were 2,327 mobile homes with FEMA verified loss in Volusia County, this accounts for 46% of the mobile homes with FEMA verified damage statewide. The real property verified loss of mobile homes in Volusia County is \$2,808,673, which is more than double the verified mobile home loss in St. Johns County. The data mentioned above only includes verified loss, and actual damage in Volusia County may be much higher.
- c. As stated on page 42 [now located on page 30] of the Draft Action Plan, mobile homes can be difficult to repair; cost may be disproportionately high compared to the overall structure. In addition to having a high number of mobile homes with verified loss, Volusia County is shown to have 81.64% of housing units built prior to 2000. Mobile homes built prior to 1994 are not insurable and cannot be repaired. The inability to repair some mobile homes may make a replacement or buyout approach the most effective strategy for Volusia County. A replacement or buyout program could be advantageous to residents, but it will likely be costly to implement. The costs associated with the replacement of damaged mobile homes is expected to be much higher than the verified loss of \$2,808,673.

Response:

DEO has reviewed and considered the comment submitted by Volusia County and has clarified that repair and/or replacement of mobile homes is an eligible activity. Additionally, the method to determine unmet housing need utilizes a multiplier to account for the potential unmet need of FEMA applicants who did not receive assistance and understands that unmet need may extend beyond the universe of FEMA applicants.

The state duly notes the County's comment regarding need in excess of available funding, and the County's comment shall be made part of the public record submitted to HUD for review.

Comment:

On 4/20/2017, via Volusia County: 2. Volusia County requests a waiver of the 20% funding limitation for "other most impacted and distressed areas," implemented by HUD

- a. Based on the data and unmet needs presented in the Draft Action Plan it is not evident how \$44,537,520 could be spent to address unmet housing needs related to Hurricane Matthew and Hermine in St. Johns County alone.
- b. The Draft Action Plan identifies several areas with extensive damage and unmet needs, including Volusia County. Dividing 20% of the statewide CDBG-DR funding between all the "other most impacted and distressed areas," will not sufficiently address unmet needs.

Response:

DEO has reviewed and considered the comment submitted by Volusia County. As required by the Federal Registers, Vol.

81, No. 224, Monday, November 21, 2016, and Vol. 82, No.11, Wednesday, January 18, 2017, DEO will use 80 percent of the allocation to address unmet needs within the HUD-identified 'Most Impacted and Distressed' (MID) areas. This 80 percent MID area is currently limited by HUD to St. Johns County and the jurisdictions within the county.

The state may continue to review Unmet Needs data to assess whether additional county areas demonstrate sufficient need to warrant proposal to HUD for inclusion in the 80 percent MID allocation. The state duly notes the County's comment regarding need in excess of available funding, and the County's comment shall be made part of the public record submitted to HUD for review.

Comment:

On 4/20/2017, via Volusia County: 3. "Volusia County disagrees with the contract methodology set forth in the Draft Action Plan and is requesting a waiver of contract methodology.

- a. The Draft Action Plan indicates that counties would only be eligible to apply for assistance for unincorporated areas, and jurisdictions within each county would be responsible for submitting their own application and implementing their own CDBG-DR housing program. There are 16 jurisdictions within Volusia County. If every city and the county applied for assistance, limited to the \$750,000 minimum and \$3,000,000 maximum, there could be \$12,000,000 to \$51,000,000 in applications received from one county. It would be unlikely that all programs could be funded; this would result in a significant impact of unmet needs in some jurisdictions.
- b. We are proposing that a methodology similar to what is used for the regular CDBG Entitlement Program be used to ensure programmatic compliance and to ensure unmet needs can be addressed in all jurisdictions effectively and equitably. As a Federal entitlement community, we currently have signed cooperation agreements with 11 jurisdictions in Volusia County. There are five jurisdictions that are not part of Volusia County's entitlement area. Daytona Beach, Port Orange, and Deltona are entitlement communities. Ponce Inlet and Oak Hill have elected not to participate in the entitlement community. The cooperation agreements allow HUD to use the populations of the participating jurisdictions in determining the CDBG allocation. In turn, we administer the CDBG program and provide a certain allocation to each of the cities. The cities are not allowed administration funds and are provided funding on a reimbursement basis for eligible CDBG activities within their city limits. Therefore, the service area for Volusia County's CDBG entitlement includes unincorporated County and the city limits of the participating jurisdictions. Volusia County has received CDBG funds for over 25 years, partnering with jurisdictions and providing successful oversight to participating jurisdictions with no significant findings.

- c. Participating jurisdictions are not experienced in applying for or implementing CDBG eligible projects. Some jurisdictions would not have the capacity to apply for or regulatory implement CDBG eligible activities, specifically related to housing. A lack of capacity may prohibit jurisdictions from applying; therefore, these residents would be excluded from receiving assistance.
- d. If every jurisdiction were to implement a unique housing program, they could all differ slightly. Varying assistance caps, types of assistance provided and procurement methodologies could cause confusion and frustrations among applicants to programs. These differences could result in negative political ramifications among Units of General Local Government.
- e. Reviewing and implementing one application from the Volusia County Entitlement Community would save administrative time and funds for DEO, allowing more to be allocated to direct services.
- f. Volusia County has reached out to the 11 participating jurisdictions of the entitlement community. Of the responses received, none of the cities had been involved in or made aware of the availability of funds, the stakeholder sessions, or the public comment period of the Draft Action Plan. If the intent is to have jurisdictions apply directly to DEO, jurisdictions should have been adequately notified and involved in the planning process and given an opportunity to provide feedback."

Response:

DEO has reviewed and considered the comment submitted by Volusia County and has changed the contracting requirements outlined in the initial draft of the Action Plan. The revised language allows non-entitlement jurisdictions to submit applications through their county government so long as both parties enter a formal agreement to do so. DEO understands that some local governments have limited capacity for managing grants and appreciates Volusia County proposing a solution. Additionally, DEO has clarified that in the competitive allocation (20%), the minimum and maximum cumulatively apply to one county so that DEO may ensure that the funding is distributed throughout the impacted area.

Comment:

On 4/20/2017, via Volusia County: 4. "Volusia County disagrees with housing assistance caps being set for residential rehabilitation or reconstruction.

- a. The Draft Action Plan does not indicate what assistance caps will be, but it does state that DEO will determine caps. It would be more appropriate for each applicant to identify an assistance cap for their specific service. Needs differ greatly, evident by the number of mobile homes and age of housing stock in Volusia County shown in the plan. If Volusia County is able to address the unmet needs gap of mobile home owners, the costs of a replacement or buyout program will differ greatly from traditional homeowner rehabilitation or reconstruction. The plan does allow for waivers to be granted in special circumstance; however, it would be ideal to review each applicants request individually rather than implementing a statewide minimum or maximum assistance level."

Response:

DEO has reviewed and considered the comment submitted by Volusia County. DEO is required by HUD to publish "the maximum amount of assistance available to a beneficiary under each of the grantee's disaster recovery programs" to ensure reasonable use of grant dollars. Subrecipients may establish housing assistance caps for their rehabilitation or reconstruction programs equal to or less than DEO's housing assistance caps. A waiver request may be submitted to DEO if the subrecipient seeks to set housing assistance caps that exceed DEO's housing assistance caps. DEO will evaluate each housing assistance waiver request for cost effectiveness.

Comment:

On 4/20/2017, via Volusia County: 5. "Half of the 5% administration allowed by HUD will not be sufficient to administer a housing related program for two years.

- a. The Draft Action Plan does not state what amount, if any, in administration funds may be retained by each applicant implementing a CDBG-DR activity, however it does affirm that DEO does intend to retain administrative funds. HUD is allowing 5% of the allocation to be used for administration. If applicants are allotted half of the available administration funds, 2.5%, it will be difficult to implement an effective housing program for two years with such limited funds."

Response:

DEO has reviewed and considered the question submitted by Volusia County. State and local administration are capped at 5% in aggregate by federal regulations and the cap cannot be waived by HUD. The state may provide additional guidance to jurisdictions through the application process regarding the amount of administrative funds available to awardees. Eligible project delivery costs are presumed included in the grant award amounts, as applicable.

CITY OF ST. AUGUSTINE**Comment:**

On 4/21/2017, via the City of St. Augustine: 1. "Appendix 2: 2016 Populations by LMI for IA Declared Counties starting on page 65 does not include a map of St. Johns County."

Response:

The LMI map for St. Johns County is in page 18 of the document.

Comment:

On 4/21/2017, via the City of St. Augustine: 2. "Tables 23 through 26 [*now located in Tables 24 through 27*] show the totals projections for each PA category. Can you confirm that the totals for St. Johns County include the data... sent for the City of St. Augustine? Our category totals are not yet in the FloridaPA.org system, so the spreadsheet that I sent to you would need to be "manually" added to the data if it hasn't been already."

Response:

The Unmet Needs Assessment utilizes statewide data at a certain point in time to ensure consistency in comparison between jurisdictions. However, locally supplied data is important and additional impact supported by the data may inform the Unmet Need narrative and will be attached to the public record and submitted to HUD for review.

Comment:

On 4/21/2017, City the St. Augustine submitted Document 1, Attachment I, titled City of St. Augustine Capital Improvement Plan FY 201-2021. "As an addition to what the County submitted, I would like to send you excerpts from the City's approved Capital Improvement Plan for FY 2017-2021.

These projects are as follows:

- 1) King Street Drainage and Electric Undergrounding: A map of the area is also included.
- 2) Downtown Drainage Improvement: This project is ranked first on the County's HMGP and we are currently working on the application for that funding. The project is expected to exceed our initial expectation and will be approximately \$6,500,000. That application can be sent to you if needed.
- 3) Davis Shores Backflow Prevention: This project was also included in our legislative ask for the current year.
- 4) Neighborhood Drainage Improvements
- 5) West Augustine Sewer: A full West Augustine Water and Sewer Master Plan has been completed and I can submit that to you if needed."

Response:

DEO has reviewed the data provided and encourages the St. Augustine to package projects during the application period for DEO to review for eligibility and consistency with the Federal Register Notice and CDBG-DR regulations. Those projects deemed eligible will be funded through subgrant agreements. Proposed projects must meet the thresholds outlined in Section 16 of the Action Plan and will be weighted and ranked in accordance with the criteria in Section 16.

EMERGENCY MANAGEMENT PLANNING CONSULTANT**Comment:**

On 4/21/2017, via Planning Consultant: 1. "References to the Florida Division of Emergency Management – there are several references to the "Department" of Emergency Management in the document."

Response:

DEO appreciates this feedback and has made the appropriate edits.

Comment:

On 4/21/2017, via Planning Consultant: "Mitigation funding – as an Enhanced Plan state, Florida receives additional federal Hazard Mitigation Grant Program (HMGP) Funding from the Federal Emergency Management Agency. The Division of Emergency Management has released the Notices of Funding Opportunity for the HMGP funds available to eligible applicants for Hurricanes Hermine and Matthew – the Action Plan document needs to be revised to more accurately reflect these funding levels."

Response:

DEO appreciates the feedback provided by the Emergency Management Planning Consultant and has updated the Unmet Needs Assessment where applicable.

Comment:

On 4/21/2017, via Planning Consultant: 2. "Many of the federal disaster grant programs funding levels identified in the document as indices of impact may have increased dramatically since the 3/27/17 data sets identified in the document – particularly the Public Assistance data for Hurricane Matthew – the document should reflect the most current data readily available."

Response:

The Unmet Needs Assessment utilizes statewide data at a certain point in time to ensure consistency in comparison between jurisdictions. However additional impact supported by the data may inform the Unmet Need narrative and will be attached to the public record and submitted to HUD for review.

Comment:

On 4/21/2017, via Planning Consultant: 3. "The Planning and Coordination Section (Section 7) appearing on pages 83-84 [now located on pages 62-63] appears to confuse/combine Emergency Management planning terms. Florida has a state Comprehensive Emergency Management Plan (CEMP) adopted by Administrative Rule 27P-2, Florida Administrative Code. The 2014 state CEMP is the latest version adopted by rule. The draft CDBG-DR Action Plan document references an Emergency Management Action Plan, which is not referenced in Florida statutes or administrative rules. The acronym "EMAP" in Florida refers to the national Emergency Management Accreditation Program, which is a voluntary program for credentialing emergency management programs. This section needs to be re-written or significantly clarified with citations and access to the specific documents referenced. In addition, this section references a DEM Strategic Plan created in 2013 which references a Business Plan as a supporting document. The current Business Plan for DEM is not referenced or available on line and may not be current. Finally, the section references an Incident Action Plan (IAP) which, in general terms, is an Emergency Management term for the plan guiding "operational" activities for a specific time-period during Emergency Operations Center activations. There is no "IAP" for recovery planning activities."

Response:

DEO reviewed the State of Florida Division of Emergency Management Recovery Plan, Recovery Annex to the state Comprehensive Emergency Management Plan, 2013 version. The language in the Action Plan has been clarified accordingly.

Comment:

On 4/21/2017, via Planning Consultant: 4. "Given the deficiencies of the Planning and Coordination Section, the statement "Due to the strength of the existing planning tools available, the state does not anticipate pursuing additional disaster recovery and response planning activities at this time." – should be carefully re-evaluated. Additionally, planning activities at the local level should be included as an eligible activity. Although the Action Plan references Post Disaster Redevelopment Plans and related guidance documents, funding to pursue these planning initiatives has not been available to local governments for several years."

Response:

Planning activities are eligible activities in the Action Plan.

Comment:

On 4/21/2017, via Planning Consultant: 5. "The draft Planning and Coordination section closes with a reference to 11 Regional Planning Councils (RPCs) in Florida – there are now 10 RPCs, not all of which serve the impact areas for Hurricanes Hermine and Matthew."

Response:

DEO appreciates the feedback provided by the Emergency Management Planning Consultant and has updated the Unmet Needs Assessment where applicable.

PASCO COUNTY**Comment:**

On 4/21/2017, via Pasco County: 1. "Pasco County is concerned that Docket FR-6012-N-01 references St. Johns County as the only "most impacted and distressed" area of Florida; allocating all of the 80% funding for this category to this one county when Pasco County should have been considered as one of the most impacted and distressed counties as well as it meets the criteria for CDBG better than St. Johns County. A large portion of Pasco County, especially the areas hardest impacted by Hurricane Hermine, fall into the category of Low and moderate income.

- a. Page 8 [*now located on page 7*] of the State of Florida Action Plan for Disaster recovery HUD/CDBG program for Hermine and Matthew, it states "in order to ensure that funds assist the most impacted areas, 80 percent of the combined total award to the state will go to the Most Impacted and Distressed counties." I would like to point out that it states "counties", as in plural or more than one county.
- b. Page 11 [*now located on page 9*] of the State of Florida Action Plan for Disaster recovery HUD/CDBG program for Hermine and Matthew, identifies Pasco County specifically as a highly impacted area stating "Flooding occurred on several rivers in northern Florida, although only the Anclote River reached major flood stage. The river crested at 25.08 feet in Elfers, which was about seven feet above flood stage and one foot above major flood stage." Homes in this area often range from \$50,000 to \$100,000 and are owned by individuals of low to moderate income and in a defined blighted area. See attached Zillow estimates.
- c. Page 12 [*now located on page 11*] of the State of Florida Action Plan for Disaster recovery HUD/CDBG program for Hermine and Matthew, mentions St. Johns County impact of St. Augustine on Anastasia Island. Anastasia Island is a beach community with homes ranging in the \$200,000 to \$250,000. See attached Zillow estimates.
- d. Pasco County is concerned that St. Johns County was identified as the only "most impacted and distressed" area due to initial dollar value of damage, which would of course a show greater damage overall to St. Johns County, as they have a higher housing value as most of the beach front property would not fall into the low to moderate income.
- i. Pasco County is concerned we will have to inform our residents, that are of low to moderate income, with no other options but to live in their flooded out damaged property, we were not considered a "most impacted and distressed" county."

Response:

DEO has reviewed and considered the comment submitted by Pasco County. As required by the Federal Registers, Vol. 81, No. 224, Monday, November 21, 2016, and Vol. 82, No.11, Wednesday, January 18, 2017, DEO will use 80 percent of the allocation to address unmet needs within the HUD-identified 'Most Impacted and Distressed' (MID) areas. This 80 percent MID area is currently limited by HUD to St. Johns County and the jurisdictions within the county and has made the clarification between "county" and "counties" in the Action Plan.

The state may continue to review Unmet Needs data to assess whether additional county areas demonstrate sufficient need to warrant proposal to HUD for inclusion in the 80 percent MID allocation. DEO duly notes the County's comments regarding local need and the County's comment shall be made part of the public record submitted to HUD for review.

Comment:

On 4/21/2017, via Pasco County: 2. "The Florida CDBG – DR Action Plan Disaster Recover Stakeholder Session 1 PowerPoint, March 9, 2017 states 70% of the \$58.6 Million must benefit LMI Persons. When looking at the information in the US Census and information provided in the State of Florida Action Plan for Disaster recovery HUD/CDBG program for Hermine and Matthew, Pasco County fits this criteria better than St. Johns County.

- i. Page 20 [now located on page 15] of the State of Florida Action Plan for Disaster recovery HUD/CDBG program for Hermine and Matthew states "All projects supported by HUD Community Development Block Grant (CDBG) assistance must meet one of the program's three National Objectives: (1) benefitting-low and moderate income (LMI) persons, (2) aiding in the prevention or elimination of slums or blight, or (3) meeting a need having particular urgency (urgent need)."
 - 1. The residence in Pasco County fall into all three categories where Hurricane Hermine hit the hardest. They are low to moderate income, because of their financial situation, the areas they live are often seen as blighted, and due to Hurricane Hermine, they have a very urgent need to secure safe and sanitary housing that cannot be achieved without the assistance of CDBG. Pasco County does not believe the beach and coastal communities of St. Johns County impacts from Matthew are as impacted as Pasco County as they have the financial means to redevelop and typically are not blighted in the first place.
 - 2. This is further supported by the maps on page 21, 24, and 69 [now located on page 16, 18, and 51]. These maps are color coded by LMI rankings. It is clear to see, that Pasco County has many more areas that fall into the low to moderate income. Especially in the southwest corner where the Anclote, River flow and Hermine hit hardest, than St. Johns County does in their hardest hit areas or even county wide.
 - 3. The chart on page 22 [now located on page 17] of the State of Florida Action Plan for Disaster recovery HUD/CDBG program for Hermine and Matthew, shows 35% of Pasco County's population falling into the low to moderate income but only 21.97% of St. Johns County falls into this category.
 - 4. The US Census shows Pasco as having a greater population in need of assistance as there is a greater elderly population greater disabled population and a greater population in poverty than St. Johns County.
- a. This is further substantiated by the State of Florida Action Plan for Disaster recovery HUD/CDBG program for Hermine and Matthew maps on page 26 [now located on page 19] (shows Pasco County has a great percent of population that doesn't speak English than St. Johns County), page 28 [now located on page 21] (shows Pasco County has a greater population under 5 and over 65, than St. Johns County), page 29 [now located on page 21] (shows Pasco County has a greater percentage of poverty (especially in the impacted coastline) than St. Johns County), page 30 [now located on page 21] (percent of population unemployed is greater in Pasco County than in St. Johns County), and page 43 [now located on page 31] (Pasco County seems to have a similar percentage of mobile homes as St. Johns County, but many of Pasco County's are near the coast in the impacted area of Hermine, where St. Johns County's are further from the coast.)"

Response:

DEO has reviewed and considered the comment submitted by Pasco County. As required by the Federal Registers, Vol. 81, No. 224, Monday, November 21, 2016, and Vol. 82, No.11, Wednesday, January 18, 2017, DEO will use 80 percent of the allocation to address unmet needs within the HUD-identified 'Most Impacted and Distressed' (MID) areas. This 80 percent MID area is currently limited by HUD to St. Johns County and the jurisdictions within the county.

The state may continue to review Unmet Needs data to assess whether additional county areas demonstrate sufficient need to warrant proposal to HUD for inclusion in the 80 percent MID allocation. DEO duly notes the County's comments regarding local need and the County's comment shall be made part of the public record submitted to HUD for review.

Comment:

On 4/21/2017 via Pasco County: 3. "Pasco County was devastated and heavily impacted from Hurricane Hermine and should be considered one of the most impacted and distressed counties. Pasco County is concerned that CDBG money intended to assist low to moderate incomes will be used towards beach renourishment or the one county currently identified the most impacted and distressed will not be able to spend all funds currently allocated to them within the 6 year requirement on projects that meet one of the program's three National Objectives."

Response:

DEO has reviewed and considered the comment submitted by Pasco County. As required by the Federal Registers, Vol. 81, No. 224, Monday, November 21, 2016, and Vol. 82, No.11, Wednesday, January 18, 2017, DEO will use 80 percent of the allocation to address unmet needs within the HUD-identified 'Most Impacted and Distressed' (MID) areas. This 80 percent MID area is currently limited by HUD to St. Johns County and the jurisdictions within the county.

The state may continue to review Unmet Needs data to assess whether additional county areas demonstrate sufficient need to warrant proposal to HUD for inclusion in the 80 percent MID allocation. DEO duly notes the County's comments regarding local need and the County's comment shall be made part of the public record submitted to HUD for review.

Comment:

On 4/21/2017, via Pasco County: 4. "I have included pictures from Pasco County's experience during Hurricane Hermine to the back of the attachment. Pasco County had flood waters for days, residents were so desperate for help, they gave their children to complete strangers to evacuate them from the flood waters, Pasco County Fire and rescue, Sheriff's Office and Florida Wildlife Commission had to evacuate numerous homeowners from the floodwaters using boats and high vehicles, the areas of greatest impact were of low to moderate income which is why the County's damage in dollars was not as high as St. Johns County but the impact and distress has been much greater. Pasco County further has projects that can be ready to submit on a quick turnaround as we have such a large population impacted and in need of assistance."

Response:

DEO has reviewed and considered the comment submitted by Pasco County. As required by the Federal Registers, Vol. 81, No. 224, Monday, November 21, 2016, and Vol. 82, No.11, Wednesday, January 18, 2017, DEO will use 80 percent of the allocation to address unmet needs within the HUD-identified 'Most Impacted and Distressed' (MID) areas. This 80 percent MID area is currently limited by HUD to St. Johns County and the jurisdictions within the county.

The state may continue to review Unmet Needs data to assess whether additional county areas demonstrate sufficient need to warrant proposal to HUD for inclusion in the 80 percent MID allocation. DEO duly notes the County's comments regarding local need and the County's comment shall be made part of the public record submitted to HUD for review.

APPENDIX 7: PUBLIC COMMENT SUPPORTING DOCUMENTATION

**ST. JOHNS COUNTY
ATTACHMENT A**

Section I Data Clarification

St. Johns County (SJC) has reviewed the Florida Department of Economic Opportunity's (DEO's) webinar "Florida CDBG-DR Action Plan Disaster Recovery Stakeholder Session 2 – Impact and Unmet Needs Assessment", which was originally presented on March 21, 2017. DEO then revised the presentation to include updated PA data on March 28, 2017 and shared this version with the county on March 31, 2017. SJC compared the information in these two presentations to data it has been collecting following Hurricane Matthew and is pleased to assist DEO with data dissemination by respectfully sharing the updated data regarding, as shown below in Table 1.

Table 1. DEO March 28, 2017 Webinar Data and SJC Collected Data

DEO Presentation Slide# and Title	DEO Data Presented	SJC Data	Data Source(s)
Slide 22 Impacts to Agri-business	No Agricultural Impact to SJC	Agricultural Declaration naming SJC as a "Primary Natural Disaster Area" issued 11-14-17; Estimated Damage \$1.4M*	Ag Dec issued by USDA, release No. 0177.16, UF/IFAS Extension SJC *the \$1.4M is damage to four farms, 7 are assessing their dollar amounts and 6 more have not yet been successfully contacted

SJC also compared the information in the “State of Florida’s Action Plan for Disaster Recovery Draft Posted for Public Comment April 7, 2017” to data it has been collecting following Hurricane Matthew respectfully shares updated data, along with the sources of that data, regarding emergency shelters and number of data for FEMA’s Individual Assistance Program for Hurricane Matthew as shown below in Table 2.

Table 2. DRAFT Action Plan April 7, 2017 Data and SJC Collected Data

DEO DRAFT Action Plan April 7, 2017 Page #, Table #	DEO DRAFT Action Plan April 7, 2017 Data	SJC Data	Data Source(s)
33, Table 8	2 shelters in operation, 636 total sheltered, 87 max sheltered	Eight emergency shelters in operation from October 6, 2016 to 8:30 pm on October 9, 2016, 6:00am, 2,084 total sheltered plus 306 pets from Post Impact Shelter – Solomon Calhoun Shelter in operation from, 8pm October 9, 2016 to 8pm October 27, 2016, 125 sheltered	SJC EOC
37, Table 11	3,642 applications to IA program for Hermine and Matthew in SJC 17,740 # inspected for all counties for Hermine and Matthew	5,215 applications for SJC from Hurricane Matthew alone 22,276 # inspected for all declared Counties from Hurricane Matthew	FL DEM IA Branch Director, T. Hoover to SJC EOC FL DEM IA Branch Director, T. Hoover to SJC EOC

Section II— LMI DATA

The census tracts and block groups with LMI populations over 51% are shown below in Table 3 and in Attachments 01 and 02. The LMI data source is “Low Moderate Income (LMI) Area Data (FY '14) by Block Group from the HUD Office of Community Planning and Development”.

Table 3. SJC Census Tracts and Block Groups with greater than 51% LMI.

Census Tract#	Block Group	LMI %
202	2	61.06
203	1	71.1
203	2	67.42
204	1	53.85
204	2	58.45
205	1	52.46
210.02	1	89.15
210.02	2	51.32
210.03	2	64.52
211.01	2	55.30
212.06	2	51.20
212.13	2	62.79
214.05	3	61.31

Table 4 below provides a summary the estimated costs, FEMA or other funding amounts and the unmet need for Hurricane Matthew -related projects in the categories of housing, Economic Development and Infrastructure. The total unmet need in SJC is \$376M, with approximately \$289M or 78% of that being infrastructure projects.

Table 4 - St. Johns County Unmet Needs Table

Category	Project Name	National Objective and Project Benefit Area	Direct impact from Hurricane Mathew	Estimated Total Cost(s)	FEMA or other funds	Unmet Need
Housing Projects	St. Francis House Replacement Facility	LMI	Construct new facility on site outside of flood zone to replace facility flooded by Hurricane Matthew	\$13,300,000	\$ -	\$13,300,000
	Housing Repair – mobile homes	LMI	Repair of 53 mobile homes damaged as a direct result of Hurricane Matthew.	\$3,000,000	\$ -	\$3,000,000
	Housing Repair – Single Family Homes (State Action)	LMI	3187 # homes rec'd damage, approx.31% of SJC is LMI = 988 homes are LMI homes Past studies approx. \$60K of CDBG-DR funding was needed to bring home to HQS Stds	\$88,800,000	\$29,600,000	\$59,200,000
Economic Development	Agribusiness	UN	Agricultural Declaration naming SJC as a "Primary Natural Disaster Area" issued 11-14-17; 1.4M is damage to four farms, 7 are assessing their dollar amounts and 6 more have not yet been	\$5,000,000	\$ -	\$5,000,000

Infrastructure Projects	Dune Restoration	LMI and UN	Protection of housing, business and roads, county wide. Average loss of about 10 cubic yards (cy) sand from the County line at Ponte Vedra south to the County line at Summer Haven due to Hurricane Matthew; approximately 32 miles of coastline. FEMA may provide up to 6 cubic yards (cy) of sand per ft. of shoreline.	\$80,000,000	\$48,000,000	\$32,000,000
	HMGP	LMI & UN	Use CDBG DR funds to cover the cost of HMGP Projects. If selected for funding from HMGP, the	\$175,000,000	\$ -	\$175,000,000
	Repair of Coastal Highway (A1A)	UN	This road is the primary evacuation/ re-entry route for SJC is Coastal Highway, a.k.a., A1A which experienced dune loss along the northern portion and southern portion was undermined by floodwaters. Road must be accessible prior to, during &	\$24,000,000	\$18,000,000	\$3,000,000

Town of Hastings Sewer Lines	LMI (Tract 211.01, BG 2, 55.3%)	The town has ongoing water and sewer needs due to use of aging water and waste water treatment plants and septic systems vs. municipal sewer system. septic systems overflow and release raw sewage into the surrounding area(s) during	\$15,000,000	\$ -	\$15,000,000
West St. Augustine Sewer Lines	LMI (Tract 211.03 BG1, 210.02 BG 2, and BG 1, 213.01 BG 2, 210.03 BG 1, and 203 BG1 and BG2)	Their water system would have to be connected to the County's water system at the same time the sewer system is hooked up as well. Ongoing water and sewer needs due to use of septic systems vs. municipal sewer system. septic systems overflow and release raw sewage into the surrounding area(s) during flood events	\$14,500,000	\$ -	\$14,500,000
Cat A	LMI and UN	FEMA Cat A in accordance w/ Table 24 of State of Florida's Action Plan for Disaster Recovery Draft Posted for Public Comment	\$25,400,000	\$19,100,000	\$6,300,000
Cat B	LMI and UN	FEMA Cat B in accordance w/ Table 24 of State of Florida's Action Plan for Disaster Recovery	\$12,120,000	\$9,090,000	\$3,030,000

			Draft Posted for Public Comment April 7, 2017			
	Cat C to Cat G	LMI and UN	FEMA Cat C to Cat G in accordance w/ Table 26 of State of Florida's Action Plan for Disaster Recovery	\$133,500,000	\$100,000,000	\$33,500,000
	Fire House Construction	UN	Fire Station #5 and Station #11, were originally designed as a base for volunteer fire services. Buildings were not intended for use 24 hours per day, 7 days per week & not designed to withstand hurricane force winds. Personnel from both stations were relocated to local high schools as their	\$7,180,000	\$ -	\$7,180,000
	Total St. Johns County Housing Unmet Need				20.4%	\$75,500,000
	Total St. Johns County Economic Development Unmet Need				1.4%	\$5,000,000
	Total St. Johns County Infrastructure Unmet Need				78.2%	\$289,510,000
	Totals			\$580,500,00	\$223,790,000	\$370,010,000

Housing

Homeless Population

St. Francis House – 70 Washington Street, St. Augustine, FL 32084; the area of King Street, in West St. Augustine, comprises one of the primary Low to Moderate Income (LMI) areas within St. Johns County.

This three-building shelter serving the area's homeless population is being demolished as it was damaged by Hurricane Matthew's flood waters. The contents of the buildings, e.g., refrigerators, stoves, beds, contents of food pantry, copier, etc., were destroyed by the flood waters.

As the building was unable to be used, the county was faced with the challenge of moving and caring for the homeless population in the same emergency shelter that is planned to shelter/care for the general population. Point In Time (PIT) counts from January 2016 confirm that 112 people were in emergency shelters, 143 were transitional sheltered and 809 people were unsheltered. January 2017 PIT data is in process but is anticipated to be similar to the 2016 PIT data.

Immediately following the storm the shelter accrued a few thousand in payroll expenses trying to staff two locations to serve the homeless population. The shelter also paid for hotel stays for a number of singles and families for three weeks.

Staff have been working outside in the courtyard since October 2016 due to the damage to the office spaces. The shelter is not expected to return to full operations until spring of 2018.

The SJC Continuum of Care (CoC) director applied for and was awarded \$200,000 in Emergency Shelter Grants (ESG) funds that can be used to help shelter the homeless population. Because the time between the identified need and contact with the potential applicants and the receipt of funding, the population has disbursed back into the county at large. An NPO has design plans to construct a new campus on a piece of county-owned land located outside of the flood zone, on Route 207 in St. Augustine.

The main building, i.e., the Unified Service Center, would have a cafeteria and would be used for respite beds/shelter in case of another emergency; estimated cost \$1.2M. Behind the main building, approximately 40 to 60 units of mix use of Extremely Low Income (ELI) Housing and Permanent Supportive Housing would be constructed; estimated cost \$12M.

The project has continually experienced funding challenges. Allocating CDBG-DR funds to this project would enable the construction and design to include resiliency measures such as on-site generators, widows and roofing designed to withstand hurricane force winds, and space set aside to emergency shelter in-place versus moving the population during future storm events.

Per the information on page 39692, paragraph 7 of the June 17, 2016 Federal Register (No. 117, Vol. 81), CDBG-DR funding can be used to reconstruct a homeless shelter:

“each grantee must include a description of how it will identify and address rehabilitation and reconstruction of the following types of housing affected by the disaster: Public housing, HUD- assisted housing McKinney-Vento Homeless Assistance Act-funded shelters and housing for homeless-including emergency shelters and transitional and permanent housing for homeless...”

Housing Repair

Additionally, Housing Partnership has received calls from 53 mobile home households seeking assistance since Hurricane Matthew. These requests are all from Low, Very Low, or Extremely Low income households. The estimated cost to repair or replace these mobile homes is estimated to be \$60, 000 each and \$3.0M total.

SJC has 3,187 single family homes directly damaged by Hurricane Matthew. Per the “Low Moderate Income (LMI) Area Data (FY '14) by Block Group from the HUD Office of Community Planning and Development”, approximately 31% of SJC is LMI; that equals 988 LMI homes. Studies from past disasters indicate that approx. \$60K of CDBG-DR funding was needed to bring homes to Housing Quality Standards (HQS) Standards. Total estimate is \$88.8M, with 75% or \$29.6 covered by FEMA and \$59.2M in unmet needs.

Economic Development

Agribusiness

The USDA issued an agricultural declaration on November 14, 2016 naming SJC as a “Primary Natural Disaster Area” (Attachment #01). In a report, dated October 12, 2016, provided by UF/IFAS Extension St. Johns County (Attachment #02), 17 farms had crop damage as a result of Hurricane Matthew. As of the date of the report, four farms had reported \$1.4M in damage, 7 were assessing their dollar amounts and 6 more had not yet been successfully contacted.

Infrastructure - Serving LMI

Dune Restoration

The dune system is the primary measure of protection for the residences, businesses, and roads of the entire county from storm surge.

Data collected by SJC shows an average loss of about 10 cubic yards (cy) sand from the County line at Ponte Vedra south to the County line at Summer Haven; approximately 42 miles of coastline. FEMA's regulations allow for the county to be reimbursed for up to 6 cubic yards (cy) of sand per foot of shoreline. Therefore, the unmet need to which CDBG-DR funding would be applied is 4 cy/ft of sand. Note: the 42 miles includes: 1) the 2.5-mile beach that is part of a federally funded restoration project, and 2) park land. Removing such lands leaves about 32 miles of shoreline where the additional 4 cy/ft of sand can be placed. The dollar amount of the replacement sand to be purchased using CDBG-DR funding, i.e., 4 cy/ft, ranges from \$40 to \$50 per cy, or about \$25 to \$32M. The range of the dune restoration project and its proximity to the 13 block groups that populations over 51% are shown in GIS Figure St. Johns County Dune Restoration contain LMI (Attachment #03). The dune restoration funded using CDBG-DR monies would not duplicate efforts currently under USACE scope, e.g., St. Augustine Inlet.

HMGP Projects

SJC would also like to use CDBG-DR funding to cover the match for other federal funding sources such as HMGP. The estimated match for HMGP is \$2.65M, which is 25% of \$10.6M. Attachment #04 lists HMGP projects to reduce future losses in SJC. These are projects being ranked in consideration to apply for HMGP funding. Since HMGP is a competitive process, SJC is not yet sure which projects in the list will be funded, so the dollar amounts above are based on all projects \$33.5M.

Roadway(s)

The main road that serves as the daily travel corridor and is the primary evacuation and re-entry route for SJC is Coastal Highway, a.k.a., A1A. The northern portion of this roadway experienced dune loss, while Hurricane Matthew's floodwaters undermined the roadway's integrity along the southern portion. Maintaining the structural integrity and ensuring that this road is accessible prior to, during and following storm events is critical to the resiliency, economic stability and protection of natural resources endemic to SJC.

Infrastructure – Within LMI

Town of Hastings

An LMI area within SJC is the Town of Hastings (Tract 214.01, BG 2, 55.3% LMI) which has ongoing water and sewer needs, as they currently use their own outdated water and waste water treatment plants and have areas still using septic systems versus a being incorporated into the municipal system. During flood events the septic systems overflow and release raw sewage into the surrounding area(s). The estimated cost to bring the existing WTP and WWTP up to county standards, construct a pump station, and remedy systemic problems such as Infiltration and Inflow as well as connecting the unsewered areas to the county's system is \$15M.

West St. Augustine

Another LMI area within SJC is West St. Augustine, which contains the following census tracts and block groups: 211.03 BG1, 210.02 BG 2, and BG 1, 213.01 BG 2, 210.03 BG 1, and 203 BG1 and BG2, has its own water system but is on septic systems which are largely outdated, substandard to current codes, and degraded. During flood events the septic systems overflow and release raw sewage into the surrounding area(s). The water and sewer system would be connected to the county's infrastructure and lift station(s) and a force main to connect the two systems. The estimated cost to construct the lift station and connect the two systems is \$14.5M.

FEMA DR-4283

Category A - in accordance with Table 24 of the "State of Florida's Action Plan for Disaster Recovery Draft Posted for Public Comment April 7, 2017" SJC has 10 projects that total \$25.5M. The corresponding unmet need is \$6.3M.

Category B - in accordance with Table 24 of the "State of Florida's Action Plan for Disaster Recovery Draft Posted for Public Comment April 7, 2017"; SJC has 16 projects that total \$12.3M. The corresponding unmet need is \$3.03

Category C to Category G - In accordance with Table 26 of the "State of Florida's Action Plan for Disaster Recovery Draft Posted for Public Comment April 7, 2017", SJC has projects that total \$134M. The corresponding unmet need is

Critical Infrastructure

SJC Fire Rescue Station #5, which is located at 200 St. Augustine South Drive, and Station #11, which is located at 448 Shores Blvd., are buildings that were originally designed for use by local communities as a base for volunteer fire services. The buildings were not intended for use 24 hours per day, 7 days per week, and they were not designed to withstand hurricane force winds. The personnel from Station #5 were relocated to Pedro Menendez High School and personnel from Station #11 were relocated to First Coastal Technical High School during Hurricane Matthew as the buildings were unsafe for use during the height of the storm. SJC FR. acquired the buildings and their contents in 2001 to 2002. SJC is considering using CDBG- DR funding to construct a building that would combine the services of both stations to a single location. Estimated project cost is \$7.18M.

As shown in "Census Tract and Fire Station Service Zone" GIS figure (Attachment 04), Station #5 covers census tract 213.01 BG 2, in which 62.79% of the population is LMI and Station #11 covers census tract 212.06 BG 2, in which 51.2% of the population is LMI.

Additionally, Station #6, which services Crescent Beach, and Station #7, which services St. Augustine Beach, are both located within the flood zone. As such, during Hurricane Matthew personnel from these stations were relocated to stations outside of the flood zone. The respective relocations were First Coastal Technical High School and to Station #4.

Relocation of Station #7 during Hurricane Matthew impacted the LMI population of West St. Augustine as Station #7 provides back-up to Station #14, which services West St. Augustine. Back-up services provided includes residential response to structural fires and medical rescue response efforts as needed. Station #14 services part of tract 210.02, BG 2, which has an LMI of 51.32% (see also Census Tract and Fire Station Service Zone GIS figure, Attachment #05).

Ideally, SJC would like to replace the structures from which Station #6 and #7 currently operate by rebuilding more resilient structures on the same sites and providing optimal service from the improved and safer structures. This is the most cost effective and reasonable option as a land outside of the flood zone is unavailable. The cost to replace each building is estimated to be \$5M, or \$10M total.

ST. JOHNS COUNTY
ATTACHMENT B.



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United States Department of Agriculture

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USDA Designates 4 Counties in Florida as Primary Natural Disaster Areas

Release No. 0177.16

Latawnya Dia

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WASHINGTON, Nov. 14, 2016 — The U.S. Department of Agriculture (USDA) has designated Flagler, Putnam, St. Johns and Volusia counties in Florida as primary natural disaster areas due to damage and losses caused by Hurricane Matthew that occurred from Oct. 6, 2016, through Oct. 8, 2016.

"Our hearts go out to those Florida farmers and ranchers affected by recent natural disasters," said Agriculture Secretary Tom Vilsack. "President Obama and I are committed to ensuring that agriculture remains a bright spot in our nation's economy by sustaining the successes of America's farmers, ranchers, and rural communities through these difficult times. We're also telling Florida producers that USDA stands with you and your communities when severe weather and natural disasters threaten to disrupt your livelihood."

Farmers and ranchers in the following counties in **Florida** also qualify for natural disaster assistance because their counties are contiguous. Those counties are:

Alachua	Clay	Marion
Bradford	Duval	Orange
Brevard	Lake	Seminole

All counties listed above were designated natural disaster areas on Nov. 9, 2016, making all qualified farm operators in the designated areas eligible for low interest emergency (EM) loans from USDA's Farm Service Agency (FSA), provided eligibility requirements are met. Farmers in eligible counties have eight months from the date of the declaration to apply for loans to help cover part of their actual losses. FSA will consider each loan application on its own merits, taking into account the extent of losses, security available and repayment ability. FSA has a variety of programs, in addition to the EM loan program, to help eligible farmers recover from adversity.

Other FSA programs that can provide assistance, but do not require a disaster declaration, include the Emergency Conservation Program ([/Assets/USDA-FSA-Public/usdfiles/FactSheets/2015/ecp_2015.pdf](#)); Livestock Forage Disaster Program ([/Assets/USDA-FSA-Public/usdfiles/FactSheets/2016/2016_livestock_forage_disaster_program.pdf](#)); Livestock Indemnity Program ([/Assets/USDA-FSA-Public/usdfiles/FactSheets/archived-fact-sheets/lip_fact_sheet_2016.pdf](#)); Emergency Assistance for Livestock, Honeybees, and Farm-Raised Fish Program ([/Assets/USDA-FSA-Public/usdfiles/FactSheets/2016/ELAP%20Fact%20Sheet.pdf](#)); and the Tree Assistance Program ([/Assets/USDA-FSA-Public/usdfiles/FactSheets/2015/tap_fact_sheet_oct_2015.pdf](#)). Interested farmers may contact their local USDA Service Centers for further information on eligibility requirements and application procedures for these and other programs. Additional information is also available online at <http://disaster.fsa.usda.gov> ([/programs-and-services/disaster-assistance-program/index](#))

FSA news releases are available on FSA's website at www.fsa.usda.gov (/index) via the "Newsroom" link.

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**ST. JOHNS COUNTY
ATTACHMENT C**

1

October 12, 2016**Preliminary Report on Crop Losses Due to Hurricane Matthew in St.
Johns County****Bonnie Wells, Commercial Agriculture Agent, UF/IFAS Extension St.
Johns County**

Hurricane Matthew caused major damage to crops in St. Johns County as it blasted its way up the east coast of Florida last Friday with damaging winds and an abundance of rainfall. More than 1000 acres of crops were impacted by the damaging winds and inundating rainfall in St. Johns County. Asian vegetables and snap beans were the most severely affected, along with cabbage, cauliflower, broccoli, squash, mustard greens, beets, sweet corn and sweet potatoes. Losses are estimated at least \$1.4 million for Asian vegetables and snap beans alone (Table 1). Structural damage to greenhouses and other farm structures resulted, and the soggy grounds have delayed planting of much of the area's fall crops. On average, St. Johns County farmers have reported 30 to 60% losses of their planted acreage (Table 1), while several have experienced a 100% or total loss for the crops they had in the ground before the storm. Preliminary reported numbers of acres that were lost are 860. However, the full impact will be known in time as damage assessments are ongoing. In addition to crop losses, producers are also facing costs involved with labor to clean up and replant damaged acres.

Table 1. Farms with planted acreage in St. Johns County before Hurricane Matthew: Reported crop acreages, estimated acreage losses, reported inputs, and calculated monetary losses

Farm	Acreage Planted	Percent Acreag	Crop	Reported Inputs	Losses/\$(dollars)
Sykes and Cooper Farms	75	100	Asian Vegetables	\$10,000/acre	\$750,000
	245	100	Asian Vegetables	\$1600/acre	\$392,000
Wells Bros Farms	10	100	Mixed Vegetables (cucurbits, beets, mustard greens, sweet	Unknown	Unknown
Picolata Farms	175	100	Snap Beans	\$1000/acre	\$175,000
Riverdale Farms	100	100	Snap Beans	\$1000/acre	\$100,000
Middleton Farms	15	100	Cabbage	Unknown	Unknown
Ricky Mitchell	175	100	Cabbage	Unknown	Unknown
Smith Farms	150	30-50%	Broccoli	Unknown	Unknown
Tater Farms	60	30-40%	Cauliflower	Unknown	Unknown
MK Farms (Korean)	60	1-2%	Napa Cabbage, Green	Unknown	Unknown
Cheshire Farm	20	100%	Napa Cabbage	Unknown	Unknown
Surveyed but had no damage/losses to report to date					
Blue Sky Farms	50	Unknown	Mixed vegetables,	Unknown	Unknown
Byrnes Farms (St. Johns land	0	0	-----	-----	0
Jeffrey Brubaker	10	0	Brussel Sprouts	0	0
Barnes Farm	200+	unknown	Cabbage	Unknown	Unknown
L and M (St. Johns land	0	0	-----	-----	0
Fresh Start Hydroponics	-----	0	Lettuce, herbs	-----	-----

*Other farms with possible acreage planted before the storm but no successful contact made to date: Spuds Farm, Larry Byrd Farms, Tater Farms (Hjort), Versaggi Farms, Yuan Farms, First Farms



Figure 1. Zucchini plants destroyed at Wells Bros Farm



Figure 2. Rotting pattypan squash at Wells Bros Farm



Figure 3. Rotting sweet potato at Wells Bros Farm (low incidence)



Figure 4. Damaged, trellised Asian Vegetables at Sykes and Cooper Farms. Inputs for trellised crops are \$10,000/acre

7

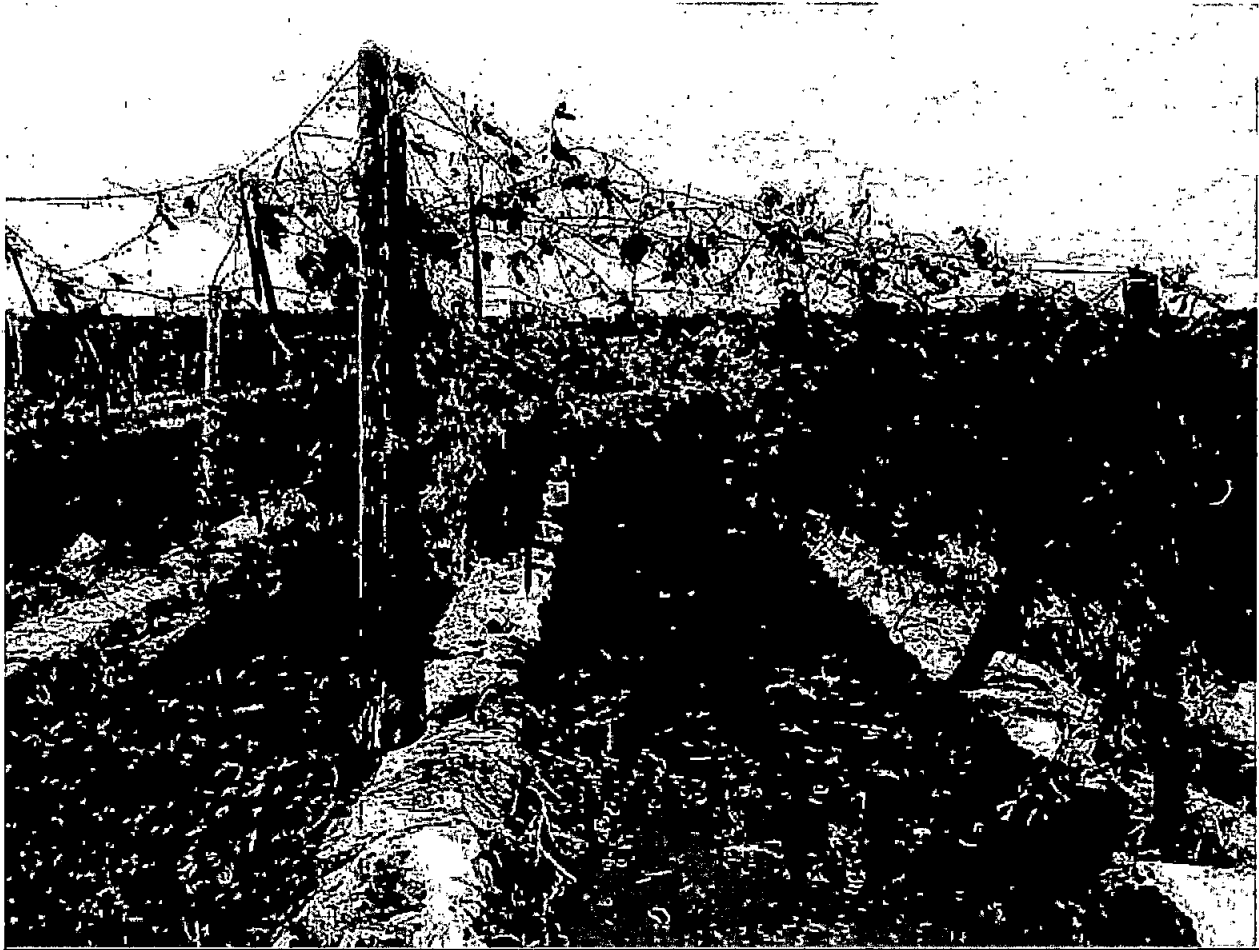


Figure 5. Damaged luffa fruit at Sykes and Cooper Farms



Figure 6. Damaged luffa fruit at Sykes and Cooper Farms



Figure 7. Damaged yard long bean trellises at Sykes and Cooper Farms



Figure 8. Rotting (Blackening) yard long bean at Sykes and Cooper Farms



Figure 9. Field alleys showing water markings and weathered soils at Sykes and Cooper Farms



Figure 10. Dirty and destroyed greens at Sykes and Cooper Farms

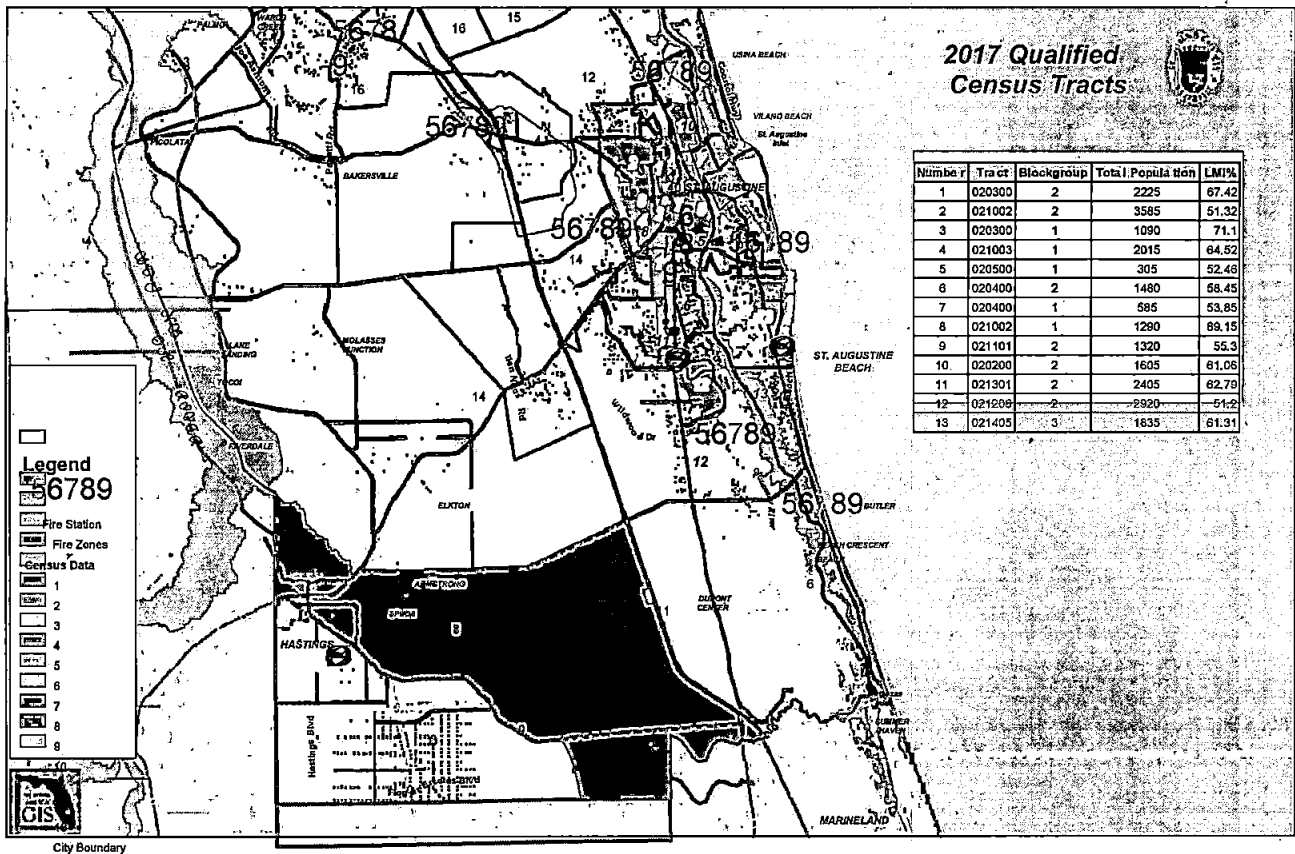


Figure 11. Destroyed daikon radish at Sykes and Cooper Farms (stems snapped at soil line)



Figure 12. Heavily damaged and dying snap beans at Picolata Farms

ST. JOHNS COUNTY
ATTACHMENT D



DISCLAIMER
This map is for reference use only. Data provided is derived from publicly accessible data sources and is not a guarantee of accuracy. The St. Johns County GIS Center assumes all responsibility for its accuracy or timeliness of the data shown herein.
Map Prepared: 6/11/2017 11:23

FLAGLER COUNTY

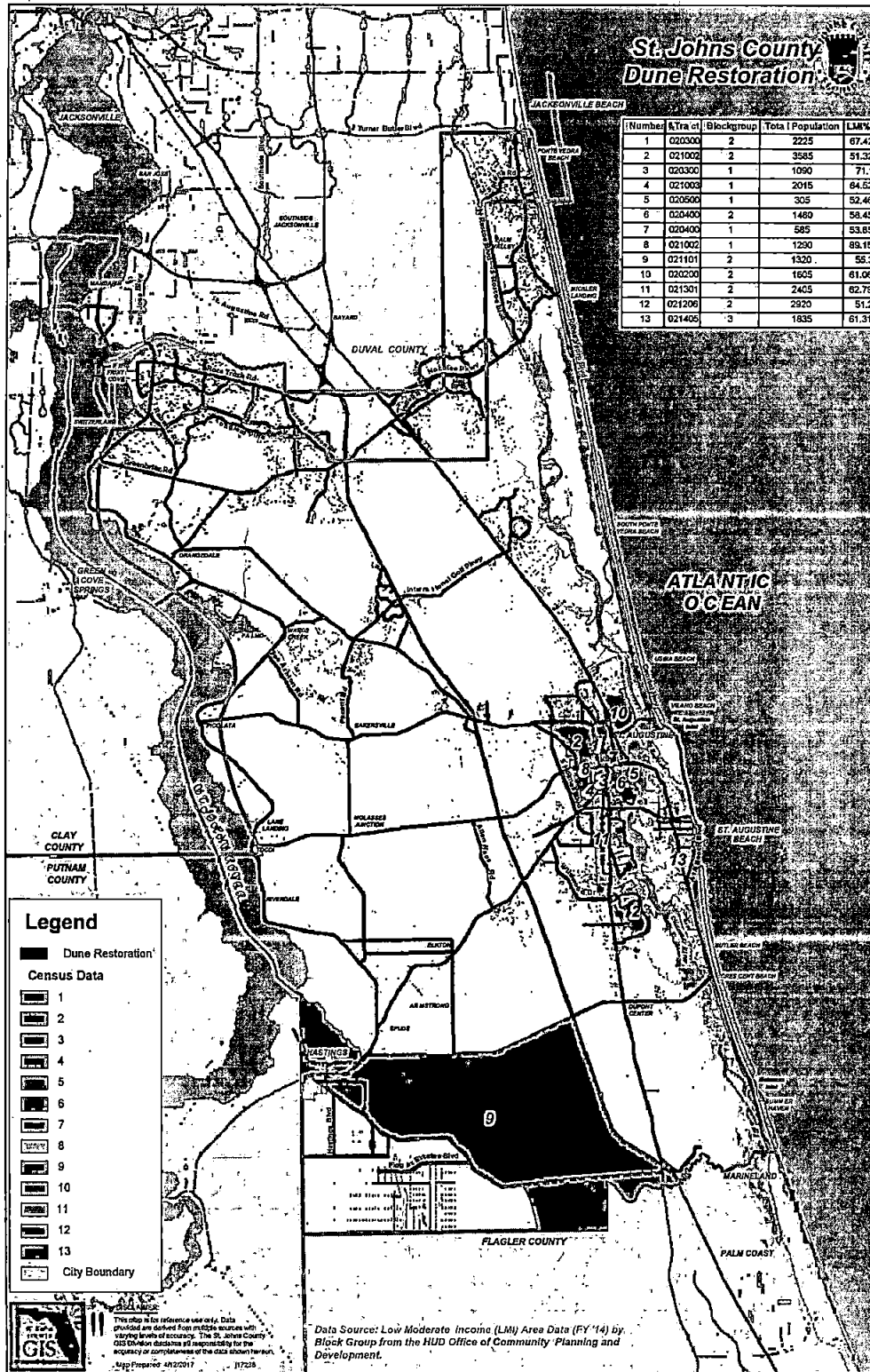
PALM COAST

Data Source: Low Moderate Income (LMI) Area Data (FY 14) by Block Group from the HUD Office of Community Planning and Development.

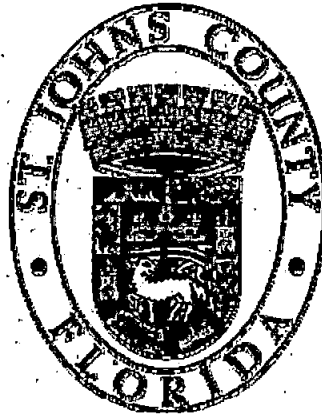
ST. JOHNS COUNTY
ATTACHMENT E

Hurricane Matthew HMGP Ranked Project List - 2017						
Project Rank	Score	Project	Jurisdiction	Hazard**	Cost	Running Total
1	76 (SA Priority)	Lake Maria Sanchez Flood Mitigation Project	City of St. Augustine	H, SS, F, SLR	\$6,500,000	\$6,500,000
2	74 (SAB Priority)	Master Stormwater Pump Station Improvements	City of St. Augustine Beach	H, SS, F, SLR	\$500,000	\$7,000,000
3	74 (ToH Priority)	Rehabilitation of Existing Sewer System in the Town of Hastings 3 Service Areas	Town of Hastings	F	\$371,000	\$7,371,000
4	68 (SJC Priority)	Manhole Lid Inserts - Infiltration & Inflow Prevention - St. Johns County Main System - Sewer Collection System	St. Johns County	H, SS, F	\$1,160,000	\$8,531,000
5	68 (SJSJ Priority)	Emergency Standby Generators at Primary Hurricane Shelters: Osceola Elem. School, Otis A. Mason Elem. School, Mill Creek Elem. School	St. Johns County	ALL	\$750,000	\$9,281,000
6	72	Upgrade Signalization at US1 @ County Road 210	St. Johns County	H, HW	\$500,000	\$9,781,000
7	72	Upgrade Signalization at US 1 @ Lewis Point Rd.	St. Johns County	H, HW	\$500,000	\$10,281,000
8	72	Upgrade Signalization at US 1 @ Shore Dr.	St. Johns County	H, HW	\$500,000	\$10,781,000
9	72	Increase Primary Stormwater Outfall Capacity	City of St. Augustine Beach	H, SS, F, SLR	\$350,000	\$11,131,000
10	70	Drainage Improvements at Old Moultrie Road	St. Johns County	F	\$750,000	\$11,881,000
11	70	Drainage Improvements at Kings Estate	St. Johns County	F	\$400,000	\$12,281,000
12	68	Manhole Lid Inserts - Infiltration & Inflow Prevention - Ponte Vedra System - Sewer Collection System	St. Johns County	H, SS, F	\$1,100,000	\$13,381,000
13	68	Install hurricane shutters and emergency standby generator at the St. Johns County Pet Center	St. Johns County	H, HW	\$125,000	\$13,506,000
Projects Below this line will be Tier 2 Funding						
14	66	Flood Mitigation Improvements on South Whitney and West King St.	City of St. Augustine/St. Johns County	H, SS, F, SLR	\$800,000	\$14,306,000
15	66	Drainage Improvements on Masters Drive	St. Johns County	F	\$150,000	\$14,456,000
16	66	Bartram Oaks Wastewater Treatment Plant Standby Generator	St. Johns County	H, HW, T, TR, D, FR	\$163,000	\$14,619,000
17	66	Drainage Improvements on Kings Road	St. Johns County	F	\$400,000	\$15,019,000
18	66	Fruit Cove Wastewater Treatment Plant Standby Generator	St. Johns County	H, HW, T, TR, D, FR	\$183,000	\$15,202,000
19	66	Drainage Improvements on International Golf Parkway	St. Johns County	F	\$2,030,000	\$17,232,000
20	66	Sawgrass Water Treatment Plant Standby Generator	St. Johns County	H, HW, T, TR, D, FR	\$310,800	\$17,542,800
21	66	Drainage Improvements at North Beach	St. Johns County	H, SS, F, SLR	\$2,000,000	\$19,542,800
22	66	South Ground Storage Tank & Pumping Facility Standby Generator	St. Johns County	H, HW, T, TR, D, FR	\$253,260	\$19,796,060
23	66	Shores Unit 2 Ground Storage Tank & Pumping Facility Standby Generator	St. Johns County	H, HW, T, TR, D, FR	\$212,160	\$19,988,220
Total					\$19,988,220	

ST. JOHNS COUNTY
ATTACHMENT F



ST. JOHNS COUNTY
ATTACHMENT G



St. Johns County Florida
Recommendation For Funding
To the
Department Economic Opportunity, Florida
For The Use Of
CDBG-Disaster Funds



General Subgrantee Information		2
Applicant Contact Information: Name: Address: Phone: Email: Fax: Dunn's Number: SAM CAGE Code Number:		
Subgrantee Consultant Information		
Applicant Contact Information: Name: Address: Phone: Email: Fax:		
Project		
General Project Description		
Tie to the Disaster (explain how this project has a direct or indirect tie to the disaster)		
National Objective (Explain how the project meets the required CDBG DR National Objective)		
<input type="checkbox"/> LMI If LMI, Describe the benefit area determination and attached backup documentation.		

<input type="checkbox"/> Urgent Need			
Race and Ethnicity			
Race and Ethnicity	Total Population	Percent	
White			
Black or African American			
American Indian/Alaskan Native			
Asian			
Hawaiian or other Pacific Islander			
Other			
Hispanic or Latino			
Eligible Activity (Explain how this project meets a CDBG eligible activity)			
Proposed Project Budget			
Cost by Activity	CDBG DR Funds	Other Funds	Status (and source) Other Funds
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
Total	\$	\$	
Attached Additional Back Up As Necessary			

ST. JOHNS COUNTY
ATTACHMENT H



St. Johns County Board of County Commissioners

Office of Management & Budget

April 20, 2017

Ms. Julie Dennis
State of Florida - Department of Economic Opportunity
Director of Community Development
107 East Madison St.
Tallahassee, FL 32399-4120

Dear Ms. Dennis,

Per the requirements for public comment on the State of Florida 2017 Action Plan for Community Development Block Grant Disaster Recovery (CDBG-DR) Program, attached are St. Johns County response. Additionally, St. Johns County would like to include "Attachment A", a document we provided at our Thursday, April 13, 2017 meeting. Within that document are data updates, as well as an overview of unmet needs St. Johns County has identified related to Hurricane Matthew.

St Johns County has several unmet needs projects eligible under this program, including housing needs and homelessness exacerbated from the storm events, as well as infrastructure both within and serving crucial LMI areas.

Once again, thank you for your time last week and explanation as to your approach with the CDBG-DR program.

Please let me know if you have any questions.

Sincerely,

Jesse Dunn
Director, Office of Management & Budget
St. Johns County Board of County Commissioners
(904) 209-0568
jdunn@sjcfl.us



St. Johns
County
Public Comments relative to the Department of
Economic Opportunity Action Plan for HUD
Allocation as listed in Federal Registers
Vol. 81, No. 224; Vol. 82, No. 11
Submission of Comments: April 19,
2017

St. Johns County respectfully submits the comments and questions below for consideration and inclusion to the State of Florida Department of Economic Opportunity Action Plan for Disaster Recovery Drafted for Public Comment April 7, 2017.

Comment 1

On page 88 of the State Action Plan it states;

"DEO will ensure, as is required and identified in the Federal Register, that at least 70 percent of the entire CDBG Disaster Recovery grant award will be used for activities that benefit low- and moderate-income persons."

Question 1: If all projects that can benefit LMI have been funded and the 70% cannot be met, will the State consider a waiver to HUD to lower the LMI to 50.01%?

Comment 2

The State Action Plan says that the Minimum Award for a single project will be \$750,000.

Question 2: Is the \$750,000 the minimum amount that the State will provide any one sub-recipient or is that the minimum amount for a single project requested for funding. For example, if St. Johns County has a particular project that is consistent with the priorities of this allocation and benefits the LMI population but costs less than \$750,000, can the project be considered as a special request or coupled with other projects that are less than \$750,000 to meet the minimum dollar requirement?

Comment 3

On page 91 of the States Action Plan, it states:

"The county designated by HUD to be the Most Impacted and Distressed will be allocated 80 percent of Florida's CDBG-DR Allocation from HUD. If more than one county is designated as being Most Impacted and Distressed, the 80 percent will be further allocated in equal portions to those determined by HUD to be designated counties."

Question 3: With this data support, will DEO recommend the original direction stated in the applicable Federal Register by HUD be followed? In accordance to the Federal Register Volume 82, Number 11 dated January 18, 2017, St. Johns County was the only County listed as meeting HUD criteria as the most impacted county. This designation provided a specific set-aside for St. Johns County of \$46,881,600. While the State has received damage reports from many counties, at this time St. Johns County strongly supports moving forward as documented in the existing Federal Register. The County would not want the process to be slowed and recovery delayed by such a shift when data supports the original assessment as accurate in its intent. The County has projects that are shovel-ready to be moved forward as soon as the CDBG DR funds are made available to the County.

Comment 4

On page 101 of DEO's Action Plan, it discusses the eligibility of the reimbursement of pre-award costs in accordance to the Federal Regulation. It then further clarifies by stating: *"Florida's Department of Economic Opportunity (DEO) incurred pre-award costs and is seeking reimbursement for these costs that are reasonable and allowable under this regulation."*

Question 4: Because St. Johns County has incurred costs to be ready to implement this program, will the DEO consider the addition of language to include "Florida's Department of Economic Opportunity (DEO) **and St. Johns County** incurred.....?"

Attachment A

Background:

St. Johns County CDBG Entitlement Community

St Johns County met eligibility requirements to become a HUD CDBG Entitlement Community in 2015 for fiscal year 2016. A February 16, 2016 letter from the US Department of Housing and Urban Development to St. Johns County, informed St. Johns County of their initial allocation to provide funding for housing, community and economic development activities, and assistance for low and moderate-income persons and special populations across the country. Within that letter, "HUD urges grantees to consider using CDBG funds, to the extent possible, to support investments in predevelopment activities for infrastructure and public facilities activities that can provide multiple benefits for communities."

In keeping in line with the U.S. Department of Housing and Urban Development's mission to create strong, sustainable, inclusive communities and quality affordable homes for all and ensuring national objectives are met, St. Johns County has set forth goals in the FY 2016-2020 Consolidated Plan. On August 2, 2016, the St. Johns County Board of County Commission approved, by Resolution 2016-239, the FY 2016-2017 Annual Action Plan to HUD on behalf of the County, identifying housing, homeless and low to moderate-income infrastructure as the priority needs:

The lack of affordable housing units contributes to the most prevalent housing problem faced by County residents - housing cost burden (paying more than 30% of income on housing costs). Of the 68,277 households in St. Johns County, 19% are cost burdened greater than 30%, paying 30-50% of income on housing costs. Sixteen percent (11,192) of county households experience severe cost burden by paying 50% or more of their income on housing costs. The housing cost burden affects the very low and low income households at a higher rate, placing them at risk of becoming homeless. The County will leverage CDBG funds with other state, federal, and local funds to address the lack of affordable housing issue by increasing the supply of affordable housing, by providing rental assistance to low income households, and by funding home repair programs to preserve affordable housing units.

The County will address homelessness by funding supportive services/programs and homeless facilities, and by providing rapid re-housing financial assistance for rents and utilities. The County plans to improve and expand public services and facilities predominately in areas of low income persons, specifically by improving water and sewer lines, streets and sidewalks. Economic development will be addressed by providing job training programs, afterschool programs, and childcare programs in low to moderate income areas.

Hurricane Matthew

Hurricane Matthew made its closest point approach to St. Johns County when the center of the eye was just 31 statute miles from Summer Haven at 2:00pm October 7, then began drifting east. A peak surge of 9.88 feet above normal was measured at a tide gauge near Fernandina Beach, in Nassau County on October 7th. Storm surge flooding affected the St. Augustine area, including major flooding on Anastasia Island where water was reported to be 3 to 4 feet above ground level. A new inlet was created on Summer Haven Island.

During Matthew more than 2 million people were ordered to evacuate in the United States, 1.5 million were from Florida, 148,500 from St. Johns County. Effective 6:00 a.m. on October 6th St. Johns County residents were ordered to evacuate "Evacuation Zone A, both on the Atlantic Coast and St. Johns River, Zone B, and all of the City of St. Augustine and Town of Hastings". According to the 2013 Hurricane Evacuation Study this included 148,500 residents, with an operational clearance time of 14 hours.

There was major to extreme beach erosion along the coast including dune erosion as much as 30 to 40 feet by the wave action and onshore winds from Hurricane Matthew. This extreme erosion undermines numerous structures including roadways along the coastline. The erosion also caused major sand washout in Marineland, Summer Haven, Vilano Beach, and South Ponte Vedra Beach.

St. Johns County's preliminary damage assessment for public assistance, as reported to FEMA on

March 9, 2017, reflected approximately \$174.8 million as follows:

Table 1: St. Johns County Preliminary Damage Assessment

FEMA Category	Cost
Category A	\$19,065,000
Category B	3,615,000
Category C	26,200,000
Category D	3,650,000
Category E	98,850
Category F	1,180,671
Category G	121,010,000
TOTAL	\$174,819,521

CDBG-DR Allocation through Federal Register Vol. 82 No. 11

On Wednesday, January 18, 2017 HUD published Federal Register Vol. 82 No. 11, allocating \$1,805,976,000 of Community Development Block Grant Disaster Dollars which included \$58,602,000 for the State of Florida. Of those Florida allocations, \$46,881,600 (80%) is allocated to be used in St. Johns County.

CDBG-DR and St. Johns County's Continued Unmet Needs

Consistent with the St. Johns County Adopted FY 2016-2017 Annual Action Plan, and in accordance with Federal Register Vol 81 No. 224 (November 21, 2016), St. Johns County will leverage CDBG-DR funds to respond to our prevalent issues of housing, homelessness, and identified low and moderate-income community infrastructure. In keeping in line with the U.S. Department of Housing and Urban Development's mission to create strong, sustainable, inclusive communities and quality affordable homes for all and ensuring national objectives are met, St. Johns County has set forth goals in the FY 2016-2020 Consolidated Plan.

Data Clarification

St. Johns County (SJC) has reviewed the Florida Department of Economic Opportunity's (DEO's) webinar "Florida CDBG-DR Action Plan Disaster Recovery Stakeholder Session 2 – Impact and Unmet Needs Assessment", which was originally presented on March 21, 2017. DEO then revised the presentation to include updated PA data on March 28, 2017 and shared this version with the county on March 31, 2017. SJC compared the information in these two presentations to data it has been collecting following Hurricane Matthew and is pleased to assist DEO with data dissemination by respectfully sharing the updated data regarding, as shown below in Table 1.

Table 1. DEO March 28, 2017 Webinar Data and SJC Collected Data

DEO Presentation Data Source(s)	DEO Data Presented Slide# and Title	SJC Data
Slide 22 Impacts to Agri-business	No Agricultural Impact to SJC	Agricultural Declaration naming SJC as a "Primary Natural Disaster Area" issued 11-14-17; Estimated Damage \$1.4M*
		Ag Dec issued by USDA, release No. 0177.16, UF/IFAS Extension SJC *the \$1.4M is damage to four farms, 7 are assessing their dollar amounts and 6 more have not yet been successfully contacted

SJC also compared the information in the "State of Florida's Action Plan for Disaster Recovery Draft Posted for Public Comment April 7, 2017" to data it has been collecting following Hurricane Matthew respectfully shares updated data, along with the sources of that data, regarding emergency shelters and number of data for FEMA's Individual Assistance Program for Hurricane Matthew as shown below in Table 2.

Table 2. DRAFT Action Plan April 7, 2017 Data and SJC Collected Data

DEO DRAFT Action Data 7, 2017 Page #, Table #	Data-Source(s) Plan April 7, 2017	DEO DRAFT Action SJC Plan April 7, 2017	SJC Plan April 7, 2017
33, Table 8	2 shelters in operation, 636 total sheltered, 87 max sheltered	Eight emergency shelters in operation from October 6, 2016 to 8:30 pm on October 9, 2016, 6:00am; 2,084 total sheltered plus 306 pets from Post Impact Shelter – Solomon Calhoun Shelter in operation from, 8pm October 9, 2016 to 8pm October 27, 2016, 125 sheltered	SJC EOC
37, Table 11	3,642 applications to IA program for Hermine and Matthew in SJC 17,740 # inspected for all counties for Hermine and Matthew	5,215 applications for SJC from Hurricane Matthew alone 22,276 # inspected for all declared Counties from Hurricane Matthew	FL DEM IA Branch Director, T. Hoover to SJC EOC FL DEM IA Branch Director, T. Hoover to SJC EOC

Section II— LMI DATA

The census tracts and block groups with LMI populations over 51% are shown below in Table 3, and in Attachments 01 and 02. The LMI data source is "Low Moderate Income (LMI) Area Data (FY '14) by Block Group from the HUD Office of Community Planning and Development".

Table 3. SJC Census Tracts and Block Groups with greater than 51% LMI.

Census Tract#	Block Group	LMI %
202	2	61.06
203	1	71.1
203	2	67.42
204	1	53.85
204	2	58.45
205	1	52.46
210.02	1	89.15
210.02	2	51.32
210.03	2	64.52
211.01	2	55.30
212.06	2	51.20
212.13	2	62.79
214.05	3	61.31

Table 4 below provides a summary the estimated costs, FEMA or other funding amounts and the unmet need for Hurricane Matthew -related projects in the categories of housing, Economic Development and Infrastructure. The total unmet need in SJC is \$376M, with approximately \$289M or 78% of that being infrastructure projects.

Table 4- St. Johns County Unmet Needs Table

Category	Project Name	National Objective and Project Benefit Area	Direct impact from Hurricane Mathew	Estimated Total Cost(s)	FEMA or other funds	Unmet Need
Housing Projects	St. Francis House Replacement Facility	LMI	Construct new facility on site outside of flood zone to replace facility flooded by Hurricane Mathew	\$13,300,000	\$ -	\$13,300,000
	Housing Repair - mobile homes	LMI	Repair of 53 mobile homes damaged as a direct result of Hurricane Mathew.	\$3,000,000	\$ -	\$3,000,000
	Housing Repair - Single Family Homes (State Action Plan)	LMI	3187 # homes rec'd damage, approx.31% of SJC is LMI = 988 homes are LMI homes Past studies approx. \$60K of CDBG-DR funding was needed to bring home to HQS Stds	\$88,800,000	\$29,600,000	\$59,200,000
Economic Development	Agribusiness	UN	Agricultural Declaration naming SJC as a "Primary Natural Disaster Area", issued 11-14-17; 1.4M is damage to four farms, 7 are assessing their dollar amounts and 6 more have not yet been	\$5,000,000	\$ -	\$5,000,000

Infrastructure Projects	Roadway and Infrastructure Protection through Dune Restoration	LMI and UN	Protection of housing, business and roads, county wide. Average loss of about 10 cubic yards (cy) sand from the County line at Ponte Vedra south to the County line at Summer Haven due to Hurricane Matthew; approximately 32 miles of coastline. FEMA may provide up to 6 cubic yards (cy) of sand per ft. of shoreline. Replacement sand cost: \$40 to \$50 per cy, or about	\$80,000,000	\$48,000,000	\$32,000,000
	HMGP	LMI & UN	Use CDBG DR funds to cover the cost of HMGP Projects. If selected for funding from HMGP, the unmet need will be reduced. (see attached project list)	\$175,000,000	\$ -	\$175,000,000
	Repair of Coastal Highway (A1A)	UN	This road is the primary evacuation/ re-entry route for SJC is Coastal Highway, a.k.a., A1A which experienced dune loss along the northern portion and southern portion was undermined by floodwaters. Road must be accessible prior to, during & following storm events to ensure resiliency, economic stability and protect natural resources	\$24,000,000	\$18,000,000	\$3,000,000

Town of Hastings Sewer Lines	LMI (Tract 211.01, BG 2, 55.3%)	The town has ongoing water and sewer needs due to use of aging water and waste water treatment plants and septic systems vs. municipal sewer system. septic systems overflow and release raw sewage into the surrounding area(s) during flood events	\$15,000,000	\$-	\$15,000,000
West St. Augustine Sewer Lines	LMI (Tract 211.03 BG1, 210.02 BG 2, and 213.01 BG 2, 210.03 BG 1, and 203 BG1 and BG2)	Their water system would have to be connected to the County's water system at the same time the sewer system is hooked up as well. Ongoing water and sewer needs due to use of septic systems vs. municipal sewer system. septic systems overflow and release raw sewage into the surrounding area(s) during flood events	\$14,500,000	\$-	\$14,500,000
Cat A	LMI and UN	FEMA Cat A in accordance w/ Table 24 of State of Florida's Action Plan for Disaster Recovery Draft	\$25,400,000	\$19,100,000	\$6,300,000
Cat B	LMI and UN	FEMA Cat B in accordance w/ Table 24 of State of Florida's Action Plan for Disaster Recovery Draft	\$12,120,000	\$9,090,000	\$3,030,000

	Cat C to Cat G	LMI and UN	FEMA Cat C to Cat G in accordance w/ Table 26 of State of Florida's Action Plan for Disaster Recovery Draft Posted for Public Comment April 7, 2017	\$133,500,000	\$100,000,000	\$33,500,000
	Fire House Construction	UN	Fire Station #5 and Station #11, were originally designed as a base for volunteer fire services. Buildings were not intended for use 24 hours per day, 7 days per week & not designed to withstand hurricane force winds. Personnel from both stations were relocated to local high schools as their regular location(s) were unsafe to inhabit. during the height of the storm.	\$7,180,000	\$ -	\$7,180,000
	Total St. Johns County Housing Unmet Need				20.4%	\$75,500,000
	Total St. Johns County Economic Development Unmet Need				1.4%	\$5,000,000
	Total St. Johns County Infrastructure Unmet Need				78.2%	\$289,510,000
	Totals			\$580,500,000	\$223,790,000	\$370,010,000

Housing

Homelessness

St. Francis House – 70 Washington Street, St. Augustine, FL 32084; the area of King Street, in West St. Augustine, comprises one of the primary Low to Moderate Income (LMI) areas within St. Johns County.

This three-building shelter serving the area's homeless population is being demolished as it was damaged by Hurricane Matthew's flood waters. The contents of the buildings, e.g., refrigerators, stoves, beds, contents of food pantry, copier, etc., were destroyed by the flood waters.

As the building was unable to be used, the county was faced with the challenge of moving and caring for the homeless population in the same emergency shelter that is planned to shelter/care for the general population. Point In Time (PIT) counts from January 2016 confirm that 112 people were in emergency shelters, 143 were transitional sheltered and 809 people were unsheltered. January 2017 PIT data is in process but is anticipated to be similar to the 2016 PIT data.

Immediately following the storm the shelter accrued a few thousand in payroll expenses trying to staff two locations to serve the homeless population. The shelter also paid for hotel stays for a number of singles and families for three weeks.

Staff have been working outside in the courtyard since October 2016 due to the damage to the office spaces. The shelter is not expected to return to full operations until spring of 2018.

The SJC Continuum of Care (CoC) director applied for and was awarded \$200,000 in Emergency Shelter Grants (ESG) funds that can be used to help shelter the homeless population. Because the time between the identified need and contact with the potential applicants and the receipt of funding, the population has disbursed back into the county at large. An NPO has design plans to construct a new campus on a piece of county-owned land located outside of the flood zone, on Route 207 in St. Augustine.

The main building, i.e., the Unified Service Center, would have a cafeteria and would be used for respite beds/shelter in case of another emergency; estimated cost \$1.2M. Behind the main building, approximately 40 to 60 units of mix use of Extremely Low Income (ELI) Housing and Permanent Supportive Housing would be constructed; estimated cost \$12M.

The project has continually experienced funding challenges. Allocating CDBG-DR funds to this project would enable the construction and design to include resiliency measures such as on-site generators, windows and roofing designed to withstand hurricane force winds, and space set aside to emergency shelter in-place versus moving the population during future storm events.

Per the information on page 39692, paragraph 7 of the June 17, 2016 Federal Register (No. 117, Vol. 81), CDBG-DR funding can be used to reconstruct a homeless shelter:

"each grantee must include a description of how it will identify and address rehabilitation and reconstruction of the following types of housing affected by the disaster: Public housing, HUD-

assisted housing McKinney-Vento Homeless Assistance Act-funded shelters and housing for homeless-including emergency shelters and transitional and permanent housing for homeless..."

Housing Repair

Additionally, Housing Partnership has received calls from 53 mobile home households seeking assistance since Hurricane Matthew. These requests are all from Low, Very Low, or Extremely Low income households. The estimated cost to repair or replace these mobile homes is estimated to be \$60,000 each and \$3.0M total.

SJC has 3,187 single family homes directly damaged by Hurricane Matthew. Per the "Low Moderate Income (LMI) Area Data (FY '14) by Block Group from the HUD Office of Community Planning and Development", approximately 31% of SJC is LMI; that equals 988 LMI homes. Studies from past disasters indicate that approx. \$60K of CDBG-DR funding was needed to bring homes to Housing Quality Standards (HQS) Standards. Total estimate is \$88.8M, with 75% or \$29.6 covered by FEMA and \$59.2M in unmet needs.

Economic Development

Agribusiness: The USDA issued an agricultural declaration on November 14, 2016 naming SJC as a "Primary Natural Disaster Area" (Attachment #01). In a report, dated October 12, 2016, provided by UF/IFAS Extension St. Johns County (Attachment #02), 17 farms had crop damage as a result of Hurricane Matthew. As of the date of the report, four farms had reported \$1.4M in damage, 7 were assessing their dollar amounts and 6 more had not yet been successfully contacted.

Infrastructure - Serving LMI

1. HMGP Projects

SJC would also like to use CDBG-DR funding to cover the match for other federal funding sources such as HMGP. The estimated match for HMGP is \$2.65M, which is 25% of

\$10.6M Attachment #04 lists HMGP projects to reduce future losses in SJC. These are projects being ranked in consideration to apply for HMGP funding. Since HMGP is a complete process, SJC is not yet sure which projects in the list will be funded, so the dollar amounts above are based on all projects \$33.5M.

2. Roadway(s)

The main road that serves as the daily travel corridor and is the primary evacuation and re-entry route for SJC is Coastal Highway, a.k.a., A1A. The northern portion of this roadway experienced dune loss, while Hurricane Matthew's floodwaters undermined the roadway's integrity along the southern portion. Maintaining the structural integrity and ensuring that this road is accessible prior to, during and following storm events is critical to the resiliency, economic stability and protection of natural resources endemic to SJC.

3. Public Safety Operations

St. Johns County has numerous public safety operations serving LMI communities that were comprised, necessitating evacuation and routing operations from other areas that may not optimally serve the County. St. Johns County has to consider rebuilding or building resiliency into these facilities to ensure proper coverage. Fire Stations 5, 6, and 11 were relocated to other facilities during and after that storm.

4. Roadway and Infrastructure Protection Through Dune Restoration

The dune system is the primary measure of protection for the residences, businesses, and roads of the entire county from storm surge.

Data collected by SJC shows an average loss of about 10 cubic yards (cy) sand from the County line at Ponte Vedra south to the County line at Summer Haven; approximately 42 miles of coastline. FEMA's regulations allow for the county to be reimbursed for up to 6 cubic yards (cy) of sand per foot of shoreline. Therefore, the unmet need to which CDBG-DR funding would be applied is 4 cy/ft of sand. Note: the 42 miles includes: 1) the 2.5-mile beach that is part of a federally funded restoration project, and 2) park land. Removing such lands leaves about 32 miles of shoreline where the additional 4 cy/ft of sand can be placed. The dollar amount of the replacement sand to be purchased using CDBG-DR funding, i.e., 4 cy/ft, ranges from \$40 to \$50 per cy, or about \$25 to \$32M. The range of the dune restoration project and its proximity to the 13 block groups that populations over 51% are shown in GIS Figure St. Johns County Dune Restoration contain LMI (Attachment #03). The dune restoration funded using CDBG-DR monies would not duplicate efforts currently under USACE scope, e.g., St. Augustine Inlet.

Infrastructure – Within LMI

1. Town of Hastings

An LMI area within SJC is the Town of Hastings (Tract 211.01, BG 2, 55.3% LMI) which has ongoing water and sewer needs, as they currently use their own outdated water and waste water treatment plants and have areas still using septic systems versus a being incorporated into the municipal system. During flood events the septic systems overflow and release raw sewage into the surrounding area(s).

2. West St. Augustine

Another LMI area within SJC is West St. Augustine, which contains the following census tracts and block groups: 211.03 BG1, 210.02 BG 2, and BG 1, 213.01 BG 2, 210.03 BG 1, and 203 BG1 and BG2, has its own water system but is on septic systems which are largely outdated, substandard to current codes, and degraded. The water and sewer system would be connected to the county's infrastructure and lift station(s) and a force main to connect the two systems.

CITY OF ST. AUGUSTINE
ATTACHMENT I



CITY OF ST. AUGUSTINE
CAPITAL IMPROVEMENT PLAN
FY 2017 - 2021



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**CITY OF ST. AUGUSTINE
FY 2017 - 2021
CAPITAL IMPROVEMENT PROJECT REQUEST FORM**

PROJECT SUMMARY			DESCRIPTION AND JUSTIFICATION		
Project Category:	Transportation		(Project # KSDI) Multi-facet project partnering with FDOT drainage project. Utility relocations in conflict with the drainage. Project limits from Malaga Street to Avenida Menendez. Project includes undergrounding overhead electric, new street lights (assessment) and various street scape improvements, crosswalks, and connection to City drainage system at Cordova Street. (#3 priority project from stormwater master plan. Designs funded via UWHC agreement with FDOT. No funding source identified yet for undergrounding electric and streetlighting, assuming partial assessment.		
Department:	Public Works				
Project Title:	King Street Drainage (KSDI)				
Fiscal Year of CIP Request:	2020				
Requested Project Start/Completion:	5/1/2014	9/30/2020			
Funded Project Start/Completion:	5/1/2014	9/30/2020			
State Grant Funds:					
Federal Grant Funds:					
Other Grant Funds:					
Current CIP Ranking:					
Location:	King Street				
ANNUAL IMPACT ON OPERATING BUDGET			PROJECT COSTS		
Are Operating Impacts Anticipated?	Yes			Original	Current
If Yes, Complete Information Below			Planning & Design	\$170,290	\$170,290
Fund That Will Be Impacted	General		Land		
Revenue Generated From Project			Buildings		
Additional FTE's Needed for the Project			Building Improvements		
Salaries and Benefits for Additional FTEs			Improvements o/t Buildings	\$2,888,558	\$3,017,391
Additional/(Decreased) Operating Expenses	\$5,000		Equipment		
Debt Service (Principal and Interest)			Contingency	\$13,833	\$15,000
Fiscal Year the Impacts are Anticipated to Begin	2019/2020		TOTAL	\$3,072,681	\$3,202,681

* Note: If Other Funding is used please indicate the intended funding sources in the Description and Justification section of this form.

FISCAL YEAR	GENERAL FUND	UTILITY FUND	STORMWATER FUND	SOLIDWASTE FUND	MARINA FUND	V.I.C. FUND	GRANTS/ CONTRIBUTIONS	DEBT PROCEEDS	OTHER*	TOTAL
Previous Years	\$26,519	\$130,000								\$156,519
2016										\$0
2017										\$0
2018										\$0
2019	\$679,000									\$679,000
2020	\$809,514	\$1,300,000	\$257,648							\$2,367,162
2021										\$0
Total	\$1,515,033	\$1,430,000	\$257,648	\$0	\$0	\$0	\$0	\$0	\$0	\$3,202,681

**CITY OF ST. AUGUSTINE
FY 2017 - 2021
CAPITAL IMPROVEMENT PROJECT REQUEST FORM**

PROJECT SUMMARY		DESCRIPTION AND JUSTIFICATION	
Project Category:	Water Distribution	Construct new subaqueous crossing under the San Sebastian along King Street. FDOT plans to reconstruct bridge in future and existing watermain is co-located on side of the bridge. Pipeline replacement is necessary to replace aging infrastructure plus locate pipeline so relocation will not be required. Junior Loan #2 SRF in 2020	
Department:	Public Works		
Project Title:	King St, 16-inch SubAqueous		
Fiscal Year of CIP Request:	2019/2020		
Requested Project Start/Completion:	10/1/2019 9/30/2021		
Funded Project Start/Completion:	10/1/2019 9/30/2021		
State Grant Funds:			
Federal Grant Funds:			
Other Grant Funds:			
Current CIP Ranking:			
Location:	King St/San Sebastian		
ANNUAL IMPACT ON OPERATING BUDGET		PROJECT COSTS	
Are Operating Impacts Anticipated?	No		Original Current
If Yes, Complete Information Below		Planning & Design	\$40,000 \$40,000
Fund That Will Be Impacted		Land	
Revenue Generated From Project		Buildings	
Additional FTE's Needed for the Project		Building Improvements	
Salaries and Benefits for Additional FTEs		Improvements o/t Buildings	\$560,000 \$560,000
Additional/(Decreased) Operating Expenses		Equipment	
Debt Service (Principal and Interest)		Contingency	
Fiscal Year the Impacts are Anticipated to Begin		TOTAL	\$600,000 \$600,000

* Note: If Other Funding is used please indicate the intended funding sources in the Description and Justification section of this form.

FISCAL YEAR	GENERAL FUND	UTILITY FUND	STORMWATER FUND	SOLIDWASTE FUND	MARINA FUND	V.I.C. FUND	GRANTS/ CONTRIBUTIONS	DEBT PROCEEDS	OTHER*	TOTAL
Previous Years										\$0
2016										\$0
2017										\$0
2018										\$0
2019										\$0
2020		\$600,000								\$600,000
2021										\$0
Total	\$0	\$600,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000

**CITY OF ST. AUGUSTINE
FY 2017 - 2021
CAPITAL IMPROVEMENT PROJECT REQUEST FORM**

PROJECT SUMMARY		DESCRIPTION AND JUSTIFICATION	
Project Category:	Sewer Collection	Commitment to West Augustine for Sewer projects \$250,000 annual. City and CRA Steering Committee to work together to establish priorities. FY 15/16 and FY 16/17 are combined with W. King Street sewer improvements for a combined \$250,000.	
Department:	Public Works		
Project Title:	W. Augustine Sewer		
Fiscal Year of CIP Request:	2014/2015		
Requested Project Start/Completion:	10/1/2014 9/30/2022		
Funded Project Start/Completion:	10/1/2014 9/30/2022		
State Grant Funds:			
Federal Grant Funds:			
Other Grant Funds:			
Current CIP Ranking:			
Location:	Various		
ANNUAL IMPACT ON OPERATING BUDGET		PROJECT COSTS	
Are Operating Impacts Anticipated?	No		Original Current
If Yes, Complete Information Below		Planning & Design	
Fund That Will Be Impacted		Land	
Revenue Generated From Project		Buildings	
Additional FTE's Needed for the Project		Building Improvements	
Salaries and Benefits for Additional FTEs		Improvements o/t Buildings	\$775,000 \$1,275,000
Additional/(Decreased) Operating Expenses		Equipment	
Debt Service (Principal and Interest)		Contingency	
Fiscal Year the Impacts are Anticipated to Begin		TOTAL	\$775,000 \$1,275,000

* Note: If Other Funding is used please indicate the intended funding sources in the Description and Justification section of this form.

FISCAL YEAR	GENERAL FUND	UTILITY FUND	STORMWATER FUND	SOLIDWASTE FUND	MARINA FUND	V.I.C. FUND	GRANTS/ CONTRIBUTIONS	DEBT PROCEEDS	OTHER*	TOTAL
Previous Years		\$12,500								\$12,500
2016		\$12,500								\$12,500
2017		\$250,000								\$250,000
2018		\$250,000								\$250,000
2019		\$250,000								\$250,000
2020		\$250,000								\$250,000
2021		\$250,000								\$250,000
Total	\$0	\$1,275,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,275,000

**CITY OF ST. AUGUSTINE
FY 2017 - 2021
CAPITAL IMPROVEMENT PROJECT REQUEST FORM**

PROJECT SUMMARY		DESCRIPTION AND JUSTIFICATION
Project Category:	Stormwater Collection System	This project is the #3 priority capital project from the Stormwater Master Plan 2014. Includes stormwater improvements to Lake Maria Sanchez and within the Maria Sanchez stormwater basin. Includes reconstruction of the storm collection system, and extending storm collection from King Street, north on Cordova to Carrera. Plan is to re-route collection from three downtown area basins to the King Street outfall. This will improve Cordova drainage, as well as remove load from the downtown historic district system. Project planning to begin in 2017. Delay start to follow vulnerability assessment. Need to compute water and sewer budget impacts.
Department:	Public Works	
Project Title:	Downtown Drainage Imp.	
Fiscal Year of CIP Request:	2016/2017	
Requested Project Start/Completion:	10/1/2016 9/30/2019	
Funded Project Start/Completion:	10/1/2016 9/30/2019	
State Grant Funds:		
Federal Grant Funds:		
Other Grant Funds:		
Current CIP Ranking:		
Location:	Downtown	

ANNUAL IMPACT ON OPERATING BUDGET		PROJECT COSTS	
Are Operating Impacts Anticipated?	Yes	Original	Current
If Yes, Complete Information Below		Planning & Design	\$525,000 \$525,000
Fund That Will Be Impacted	Stormwater	Land	
Revenue Generated From Project		Buildings	
Additional FTE's Needed for the Project		Building Improvements	
Salaries and Benefits for Additional FTEs		Improvements o/t Buildings	\$4,000,000 \$3,950,000
Additional/(Decreased) Operating Expenses	TBD	Equipment	EDIT
Debt Service (Principal and Interest)		Contingency	\$81
Fiscal Year the Impacts are Anticipated to Begin	2016/2017	TOTAL	\$4,525,000 \$4,475,081

* Note: If Other Funding is used please indicate the intended funding sources in the Description and Justification section of this form.

FISCAL YEAR	GENERAL FUND	UTILITY FUND	STORMWATER FUND	SOLIDWASTE FUND	MARINA FUND	V.I.C. FUND	GRANTS/ CONTRIBUTIONS	DEBT PROCEEDS	OTHER*	TOTAL
Previous Years										\$0
2016										\$0
2017			\$75,000							\$75,000
2018			\$400,000							\$400,000
2019			\$4,000,000							\$4,000,000
2020										\$0
2021										\$0
Total	\$0	\$0	\$4,475,000	\$0	\$0	\$0	\$0	\$0	\$0	\$4,475,000

**CITY OF ST. AUGUSTINE
FY 2017 - 2021
CAPITAL IMPROVEMENT PROJECT REQUEST FORM**

PROJECT SUMMARY		DESCRIPTION AND JUSTIFICATION	
Project Category:	Stormwater Collection System	Retrofit outfalls with backflow prevention valves to prevent tidal flooding.	
Department:	Public Works		
Project Title:	Davis Shores Backflow Prev.		
Fiscal Year of CIP Request:	2016/2017		
Requested Project Start/Completion:	10/1/2017 9/30/2019		
Funded Project Start/Completion:	10/2/2017 9/30/2019		
State Grant Funds:			
Federal Grant Funds:			
Other Grant Funds:			
Current CIP Ranking:			
Location:	Davis Shores		
ANNUAL IMPACT ON OPERATING BUDGET		PROJECT COSTS	
Are Operating Impacts Anticipated?	No		Original Current
If Yes, Complete Information Below		Planning & Design	\$100,000 \$100,000
Fund That Will Be Impacted		Land	
Revenue Generated From Project		Buildings	
Additional FTE's Needed for the Project		Building Improvements	
Salaries and Benefits for Additional FTEs		Improvements o/t Buildings	\$580,000 \$580,000
Additional/(Decreased) Operating Expenses		Equipment	
Debt Service (Principal and Interest)		Contingency	
Fiscal Year the Impacts are Anticipated to Begin		TOTAL	\$680,000 \$680,000

* Note: If Other Funding is used please indicate the intended funding sources in the Description and Justification section of this form:

FISCAL YEAR	GENERAL FUND	UTILITY FUND	STORMWATER FUND	SOLIDWASTE FUND	MARINA FUND	V.I.C. FUND	GRANTS/ CONTRIBUTIONS	DEBT PROCEEDS	OTHER*	TOTAL
Previous Years										\$0
2016										\$0
2017			\$100,000							\$100,000
2018			\$280,000							\$280,000
2019			\$300,000							\$300,000
2020										\$0
2021										\$0
Total	\$0	\$0	\$680,000	\$0	\$0	\$0	\$0	\$0	\$0	\$680,000

**CITY OF ST. AUGUSTINE
FY 2017 - 2021
CAPITAL IMPROVEMENT PROJECT REQUEST FORM**

PROJECT SUMMARY		DESCRIPTION AND JUSTIFICATION	
Project Category:	Stormwater Collection System	This project is for annual neighborhood drainage improvements program as identified in 2012 Stormwater Master Plan. Project is on-going. Projecting \$200,000 per year for small drainage improvements in residential neighborhoods. Some examples are: - Nerta/Davis Shore Improvements - Helen Street Improvements - Atlantic/Althea Drainage Improvements - Isla Drive Improvements FROM 2022 - 2027 THERE IS ANOTHER \$1,200,000 (\$200,000 EACH YEAR) THAT THIS FORM DOES NOT ACCOUNT FOR.	
Department:	Public Works		
Project Title:	Neighborhood Drainage Imp		
Fiscal Year of CIP Request:	2013/2014		
Requested Project Start/Completion:	10/1/2013 9/30/2021		
Funded Project Start/Completion:	10/1/2013 9/30/2021		
State Grant Funds:			
Federal Grant Funds:			
Other Grant Funds:			
Current CIP Ranking:			
Location:	Various		
ANNUAL IMPACT ON OPERATING BUDGET		PROJECT COSTS	
Are Operating Impacts Anticipated?	No		Original Current
If Yes, Complete Information Below		Planning & Design	\$102,500 \$102,500
Fund That Will Be Impacted		Land	
Revenue Generated From Project		Buildings	
Additional FTE's Needed for the Project		Building Improvements	
Salaries and Benefits for Additional FTEs		Improvements of Buildings	\$922,500 \$1,012,500
Additional/(Decreased) Operating Expenses		Equipment	
Debt Service (Principal and Interest)		Contingency	
Fiscal Year the Impacts are Anticipated to Begin		TOTAL	\$1,025,000 \$1,115,000

* Note: If Other Funding is used please indicate the intended funding sources in the Description and Justification section of this form.

FISCAL YEAR	GENERAL FUND	UTILITY FUND	STORMWATER FUND	SOLIDWASTE FUND	MARINA FUND	V.I.C. FUND	GRANTS/ CONTRIBUTIONS	DEBT PROCEEDS	OTHER*	TOTAL
Previous Years			\$225,000							\$225,000
2016			\$200,000							\$200,000
2017										\$0
2018										\$0
2019		\$30,000	\$200,000							\$230,000
2020		\$30,000	\$100,000							\$230,000
2021		\$30,000	\$200,000							\$230,000
Total	\$0	\$90,000	\$1,025,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,115,000

PASCO COUNTY
ATTACHMENT J



What do these grants funds pay for?

- All funded activities must meet one of the three HUD National Objective:
 - Benefit persons of low and moderate income (LMI)
 - Aid in the prevention or elimination of slums or blight
 - Meet other urgent community development needs because of serious or immediate threat



~~70% of these \$58.6 million must benefit LMI persons~~

5592

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FOR FURTHER INFORMATION CONTACT:
Stanley Gimont, Director, Office of
Block Grant Assistance, Department of
Housing and Urban Development, 451
7th Street SW, Room 7286, Washington,
DC 20410, telephone number 202-708-
3587. Persons with hearing or speech
impairments may access this number
via TTY by calling the Federal Relay
Service at 800-877-8339. Facsimile
inquiries may be sent to Mr. Gimont at
202-401-2014. (Except for the "800"
number, these telephone numbers are
not toll-free.) Email inquiries may be
sent to: *disaster_recovery@hud.gov*.

SUPPLEMENTARY INFORMATION:

Table of Contents

- I. Allocations
- II. Use of Funds
- III. Grant Amendment Process
- IV. Applicable Rules, Statutes, Waivers, and Alternative Requirements
- V. Duration of Funding
- VI. Catalog of Federal Domestic Assistance
- VII. Finding of No Significant Impact
- Appendix A: Allocation Methodology

I. Allocations

Section 101 of the Further Continuing and Security Assistance Appropriations Act, 2017 (division A of Pub. L. 114-

254, approved December 10, 2016) amended the Continuing Appropriations Act, 2017 (division C of Pub. L. 114-223) by adding a new section 102 that makes available \$1,808,976,000 in Community Development Block Grant (CDBG) funds for necessary expenses for activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301, et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas resulting from a major disaster declared in 2016 and occurring prior to December 10, 2016. Qualifying major disasters are declared by the President pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5121, et seq.) (Stafford Act). The following allocations of funds appropriated by section 102 are in addition to the \$500 million appropriated by section 145(a) and allocated in the Prior Notice. Section 102 specifies that these additional funds are subject to the same authority and conditions as those in section 145(a),

except the major disaster must have occurred prior to December 10, 2016.

Section 145(a) provides that grants shall be awarded directly to a State or unit of general local government at the discretion of the Secretary. The Secretary has elected to award funds only to States in this notice. Unless noted otherwise, the term "grantee" refers to the State receiving an award from HUD under this notice. To comply with the statutory requirement that funds be used for disaster-related expenses in the most impacted and distressed areas, HUD allocates funds using the best available data that cover all of the eligible affected areas.

Section 102(b) permits HUD to use up to \$3,000,000 of the appropriated amount for necessary costs, including information technology costs, of administering and overseeing the obligation and expenditure of amounts made available by sections 145(a) and 102. The Department is deducting the full \$3,000,000, resulting in a total of \$1,805,976,000 available for allocation.

Based on further review of the impacts from the eligible disasters, and estimates of unmet need, HUD is making the following allocations:

TABLE 1—ALLOCATIONS UNDER PUBLIC LAW 114-245

Disaster No.	Grantee	Allocation	Minimum amount that must be expended for recovery in the HUD-identified most impacted and distressed areas
4263, 4277	State of Louisiana	\$1,218,172,000	(\$975,337,600) East Baton Rouge, Livingston, Ascension, Terrebonne, Ouachita, Lafayette, Lafayette, Vermilion, Acadia, Washington, and St. Tammany Parishes.
4266, 4269, 4272	State of Texas	177,684,000	(\$141,651,200) Harris, Newton, Montgomery, Fort Bend, and Brazoria Counties.
4273	State of West Virginia	87,280,000	(\$69,934,000) Kanawha and Greenbrier Counties.
4285	State of North Carolina	198,553,000	(\$159,842,400) Robeson, Cumberland, Edgecombe, and Wayne Counties.
4286	State of South Carolina	65,395,000	(\$52,244,000) Marion County.
4280, 4283	State of Florida	58,692,000	(\$46,881,600) St. Johns County.
Total		1,805,976,000	

Use of funds for all grantees is limited to unmet recovery needs from the major disasters identified in Table 1. Please note that in addition to the FEMA disaster numbers listed in the Prior Notice for the State of Texas, the State may also expend its allocation of funds from the Prior Notice on FEMA disaster number DR-4272. Table 1 also shows the HUD-identified most impacted and distressed areas impacted by the disasters. At least 80 percent of the total funds provided to each State under this notice must address unmet needs within the HUD-identified most impacted and distressed areas as identified in the last column in Table 1. For grantees that received an allocation under the Prior

Notice, 80 percent of both allocations may be used to address unmet needs within the HUD-identified "most impacted and distressed" areas that are identified in Table 1 of this notice. Grantees may determine where the remaining 20 percent may be spent by identifying areas it determines to be "most impacted and distressed." A detailed explanation of HUD's allocation methodology is provided in Appendix A.

II. Use of Funds

Funds allocated under this notice and funds allocated pursuant to the Prior Notice are subject to the requirements of the Prior Notice, including the provisions of the Prior Notice as

amended herein. As a reminder, section 145(a) requires that prior to the obligation of CDBG-DR funds, a grantee shall submit a plan to HUD for approval detailing the proposed use of all funds, including criteria for eligibility, and how the use of these funds will address long-term recovery and restoration of infrastructure and housing and economic revitalization in the most impacted and distressed areas. This action plan for disaster recovery must describe uses and activities that: (1) Are authorized under title I of the Housing and Community Development Act of 1974 (HCD Act) or allowed by a waiver or alternative requirement (see section IV., below); and (2) respond to disaster-

General Action Plan Requirements

1. Unmet Needs Assessment

Introduction

This unmet needs assessment covers Florida's housing, infrastructure, and business damage and recovery efforts for both Hurricane Hermine (September 2016) and Hurricane Matthew (October 2016).

In September 2016 and October 2016, Florida was impacted by two hurricanes, resulting in storm surge and high winds. Hurricane Hermine made landfall along the Big Bend area of the state. Hurricane Matthew traveled up the entire eastern coastline, eventually making landfall about 30 miles north of Charleston, South Carolina. Matthew's proximity to the coast of the United States is historic in that it is the only storm within the recent period of record to skirt the entire southeastern seaboard requiring evacuations in Florida, Georgia, and South Carolina. More than 2.5 million people across these three states were asked to evacuate, making Matthew the second largest mass evacuation in U.S. history.¹ Fortunately, Florida was well rehearsed for a massive hurricane evacuation and most people were able to get out of harm's way. Although many lives were spared because of proper planning and execution of hurricane plans, the state still saw large storm surge and high winds, which caused damage to infrastructure, homes, and businesses.

Hurricane Matthew's significant storm surge was also historic in some parts of Florida. Tide levels on the east coast from Cape Canaveral north to the state border peaked as Matthew passed and storm surge flooding was widespread. On October 7, a peak surge of 9.88 feet above normal was measured at a National Ocean Service tide gauge at Fernandina Beach, Florida. Matthew pummeled more than half the state with heavy rainfall and strong winds, each causing damage to homes in the Northeastern counties. Storm surge from Hurricane Hermine, although not as pronounced as Matthew, still resulted in 7.5 feet of additional flood waters in some coastal areas.

Both Hermine and Matthew caused beach erosion. Hermine damaged coastlines from Pinellas County north to Wakulla County while Matthew eroded beaches in coastal counties from Martin County north to Nassau County. Matthew overtopped an estimated 40 miles worth of dunes and other coastal structures, according to the United States Geological Survey.² Additionally, agricultural operations in 16 counties were affected mainly due to power outages and wind damage. Although damaged businesses faced a 4-6 week disruption, many stepped up to give back to their communities. Free meals were prepared and given out to flood victims by volunteers. First responders, as well as many residents, were given discounts on needed services to ease financial hardship.

~~As the state continues its long term recovery efforts from these two storms, a focus on identifying impacts and addressing unmet needs is key.~~ State and local government agencies, as well as civic

¹ https://www.washingtonpost.com/news/post-nation/wp/2016/10/07/hurricane-matthew-rumbles-along-floridas-coast-as-governor-warns-this-is-not-over/?utm_term=.5eb3105407ff

² <https://www.usgs.gov/news/and-after-photos-se-beach-dunes-lost-hurricane-matthew>

Background

The Disaster Relief Appropriations Act (Public Laws 114-223 and 114-254) (Appropriations Act) appropriated federal funds to states or units of general local government (UGLGs) for disaster recovery efforts. Public Law 114-223 appropriated \$500 million and Public Law 114-254 appropriated \$1.8 billion in Community Development Block Grant Disaster Recovery (CDBG-DR) funds to be distributed to the various states that received a presidential disaster declaration in 2016. ~~These funds are to be used in order to satisfy a portion of unmet need that still remains after other federal assistance such as the Federal Emergency Management Agency (FEMA), Small Business Administration (SBA), or private insurance has been allocated.~~ The Florida Department of Economic Opportunity is the lead agency and responsible entity for administering the CDBG-DR funds allocated to the State.

The Department of Housing and Urban Development (HUD) uses the "best available" data to identify and calculate unmet needs for disaster relief, long-term recovery, restoration of infrastructure, and housing and economic revitalization. Based on this assessment, HUD notified the State of Florida that it will receive an allocation of \$58,602,000 in disaster recovery funds to assist in recovery from the hurricanes.

The Disaster Relief Appropriations Act requires that the state or local government must expend the funds within six years of the executed agreement between HUD and the grantee unless an extension is granted by HUD. ~~In order to ensure that the funds assist the most impacted areas, 80 percent of the combined total awarded to the State will go to the Most Impacted and Distressed counties.~~ All of the allocated funds must be used for eligible disaster-related activities. To ensure that fraud, waste, and misuse of funds does not occur, effective controls must be in place and monitored for compliance.

The Unmet Needs Assessment, which evaluates the three core aspects of recovery - ~~housing, infrastructure, and economic development~~ forms the basis for the decisions outlined in the Action Plan. It was developed with the help of many state and local stakeholders as well as the public, through county and local risk assessments and the public comment period, to determine how unmet needs can be addressed with these limited federal funds.



Hermine produced heavy rainfall across much of western and northern Florida (Figure 3). The maximum reported storm-total rainfall was near Tarpon Springs, Florida, in Pinellas County, where 22.36 inches was measured between August 30 and September 2, 2016. More than 10 inches of rain were reported at other sites along the west coast of Florida, particularly in Pinellas, Pasco, Manatee, and Charlotte Counties. The heavy rainfall caused flooding of streets and low-lying areas near the west coast of Florida, especially in Pinellas County where the rain was heaviest. ~~Flooding occurred on several rivers in northern Florida, although only the Apalachee River reached major flood stage. The river crested at 25.03 feet in Elfers, which was about seven feet above flood stage and one foot above major flood stage.~~ Moderate flooding occurred on the Steinhatchee River near Steinhatchee, where the river crested almost four feet above flood stage at a level of 23.24 feet.

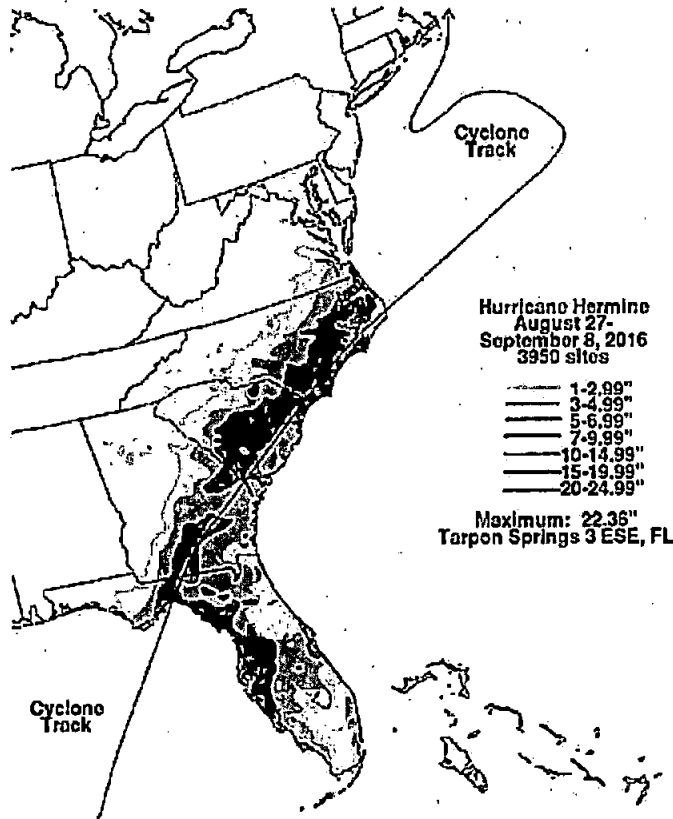


Figure 3: Hurricane Hermine Track and Rainfall Estimates

Hurricane Matthew

Hurricane Matthew (Figure 4) brought storm surge up to eight feet in some areas, damaging winds (Figure 5), and rainfall (Figure 6) across most of the presidentially declared impact areas. In some places these three hazards created a compound threat damaging homes and infrastructure.

In addition to flooding, many homes were damaged by the combination of wind and rainfall. This has complicated the recovery process in that wind and rain damages can only be accessed on a case by case basis where areal flooding impacts are more easily ascertained for larger areas at once. Portions of the state saw high amounts of rainfall with several areas receiving more than 10 inches of rain in a 24 hour period.⁴ Figure 6 below illustrates the extent and severity of the hurricane event and associated rainfall amounts. Inland areas, rather than the immediate coastline, experienced the largest amounts of rain. Orlando received nearly nine inches of rain, Jacksonville nearly seven inches, and Daytona Beach received almost six inches.

~~Storm surge flooding affected the St. Augustine area, including major flooding on Anastasia Island where water was reported to be 2.5 feet above ground level.~~ To the south in nearby Flagler Beach, Florida, parts of Highway A1A were washed out by the storm surge. Some of the highest inundation occurred farther inland away from the immediate coast on smaller back bays and inland waterways. The St. Johns River in northeast Florida reached its highest level on record at Shands Bridge, along with 3 to 4.3 feet of storm surge inundation reported at the Racy Point, Red Bay Point and I-295 bridge tide gauges. The National Weather Service in Jacksonville conducted a storm survey and found that Matthew's force had carved a new inlet between Marineland and Matanzas Inlet, between Palm Coast and St. Augustine Beach, Florida.

A detailed accounting of post-storm impacts by counties can be found in the National Weather Service Post Tropical Cyclone Report. Included here are many references to wind, flooding, rain, and surge damages.⁵

⁴ <https://weather.com/storms/hurricane/news/hurricane-matthew-bahamas-florida-georgia-carolinas-forecast>

⁵ <https://www.weather.gov/media/chs/MatthewPSH.pdf>



The screenshot displays the Zillow website interface. At the top, navigation links include Buy, Rent, Sell, Mortgages, Agent Finder, Home design, and More. The Zillow logo is on the left. Below the navigation, search filters are visible: 'Elfers New Port Richey' (with a search icon), 'Listing Type', 'Up To \$250K', '3+ Beds', 'Home Type (0)', 'More (0)', 'Save Search', and 'Saved Homes (26)'. The main content area is split into a map on the left and a search results panel on the right. The map shows several property listings with price tags such as \$102K, \$105K, \$110K, \$115K, \$120K, \$125K, \$130K, \$135K, \$140K, \$145K, \$150K, \$155K, \$160K, \$165K, \$170K, \$175K, \$180K, \$185K, \$190K, \$195K, \$200K, \$205K, \$210K, \$215K, \$220K, \$225K, \$230K, \$235K, \$240K, \$245K, \$250K. The search results panel on the right features the heading 'Elfers New Port Richey Single Family Homes' and 'No Results'. Below this, there are links for 'Homes for You', 'Newest', and 'More'. A message states 'No matching results. Try zooming out to include more results. Or, change your search criteria.' Below the message is an 'Agent Finder' section with a 'Get Started' button and the text 'Search by location, specialty and more to find the right agent for you.' At the bottom of the search results panel, there is a section for 'Similar results nearby' with the text 'Within a 5 mile radius of below'. The Zillow logo is also present at the bottom of the search results panel.

The screenshot displays the Zillow website interface. At the top, navigation links include Buy, Rent, Sell, Mortgages, Agent finder, Home design, and More. The search bar is set to "Anastasia Island" with filters for Listing Type, Price (Up To \$250K), 3+ Beds, Home Type, and More. A "Save Search" button and "Saved Homes (28)" are also visible.

The main content area is dominated by a map of Anastasia Island, populated with numerous small house icons, each accompanied by a price tag (e.g., \$185K, \$215K, \$240K). To the right of the map, there are controls for "More Map", zoom in (+), zoom out (-), and a search icon.

Overlaid on the right side of the map is a featured property card for "Anastasia Island Saint Augustine Single Family Homes". The card indicates "108 homes for sale" and offers options to view "Homes for You", "Newest", or "More". Below this, a "25 photos" gallery is shown with a thumbnail of a house. The featured listing is a "HOUSE FOR SALE" priced at "\$239,900". The listing details include "3 beds", "2.00 baths", "1725 sqft", "2 years old", "1212 W. ...", and "Coldwell Banker Premier Properties".

At the bottom of the page, there is a footer with the Zillow logo and a "Zillow" text element.



Impact on Low and Moderate Income Populations
 All projects supported by HUD Community Development Block Grant (CDBG) assistance must meet one of the program's three National Objectives: (1) benefiting low and moderate income (LMI) persons; (2) aiding in the prevention or elimination of slums or blight; or (3) meeting a need having particular urgency (urgent need).

Low- to moderate- income households are defined as households that do not exceed 80 percent of the median income for their area, as determined by HUD. These income categories are grouped into the following classifications:⁸

- **Very low income** - has an annual income at 30 percent or below the area median income;
- **Low income** - has an annual income at 31 percent to 50 percent of the area median income; and
- **Moderate income** - has an annual income at 51 percent to 80 percent of the area median income.

For the purpose of CDBG-DR programs, Grantee's apply the above terminology consistent with the original language of the Housing Act and reporting designations in the HUD Disaster Recovery Grant Reporting (DRGR) system.⁹

Please refer to *Appendix 1: HUD Income Limits* for income categories in the declared counties.

⁷ These National Objective definitions and corresponding language are set by HUD regulation.

⁸ The term "Low-and-Moderate Income" is defined in the Housing and Community Development Act of 1974 as:

The terms "persons of low and moderate income" and "low- and moderate-income persons" mean families and individuals whose incomes do not exceed 80 percent of the median income of the area involved, as determined by the Secretary with adjustments for smaller and larger families. The term "persons of low income" means families and individuals whose incomes do not exceed 50 percent of the median income of the area involved, as determined by the Secretary with adjustments for smaller and larger families. The term "persons of moderate income" means families and individuals whose incomes exceed 50 percent, but do not exceed 80 percent, of the median income of the area involved, as determined by the Secretary with adjustments for smaller and larger families.

⁹ HUD Program Income Limits are published annually for use across all HUD funded program and contain incongruous terminology to the Housing Act. Terminology published in the annual income limits is applied to other HUD funded formula allocation programs to support individual income group targets within the LMI category: <https://www.huduser.gov/portal/datasets/il.html>



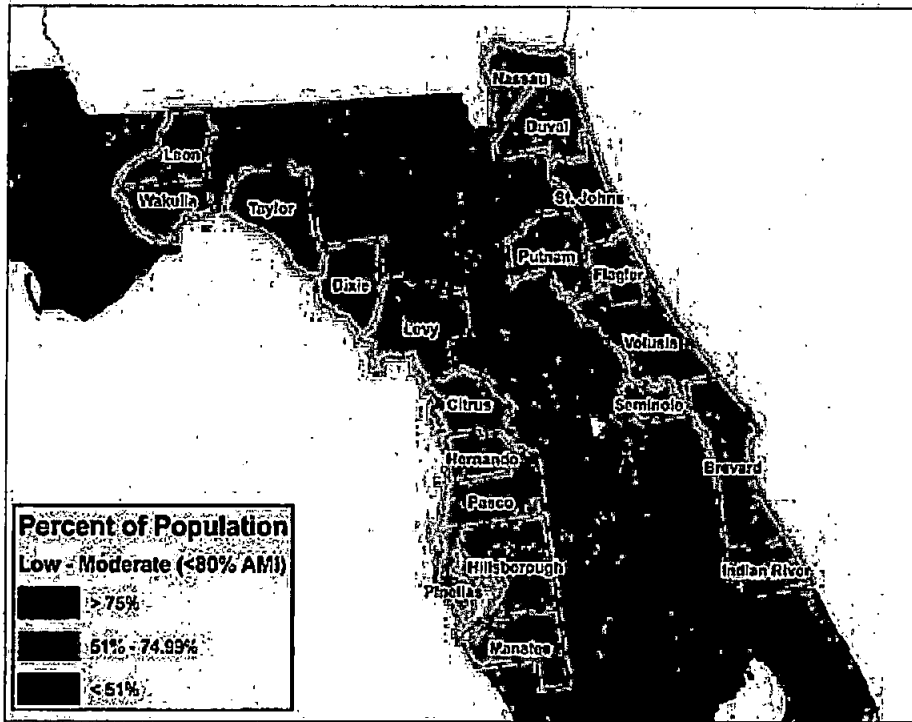


Figure 8: Low to Moderate Income by Block Group

Every impacted county has areas meeting HUD's 51 percent LMI threshold criteria, but some counties have much larger LMI populations than others (Figure 8). Table 4 below illustrates the count of block groups and sum of populations by low-moderate income levels within impacted counties. What becomes clear when looking at the number of people who are low to moderate income is that every county has multiple areas (block groups) characterized by very low income levels. When block group populations are examined, additional LMI concentrations within each county become apparent, as illustrated in Figure 9 - Figure 13 below.

Appendix 2: LMI Maps for Individual Assistance Designated Counties - details block-group level LMI information for every presidentially declared county.

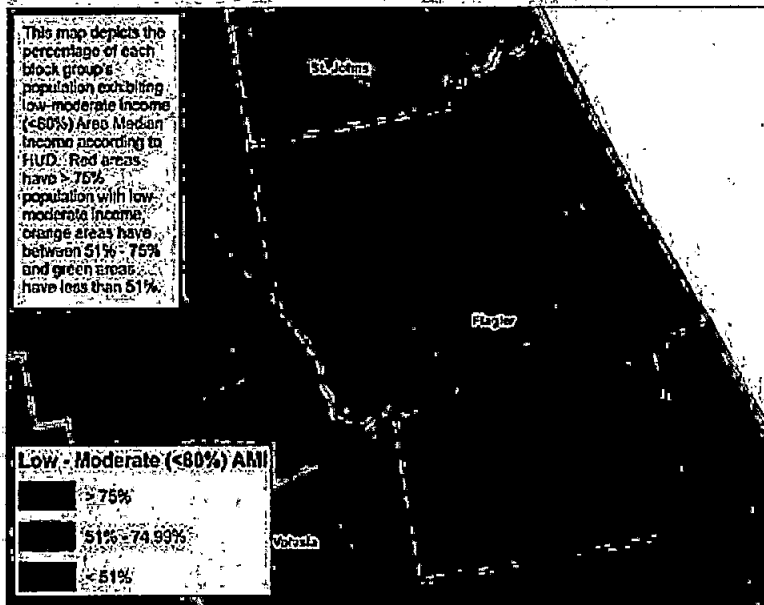


Figure 11: Low to Moderate Income by Block Group - Flagler County

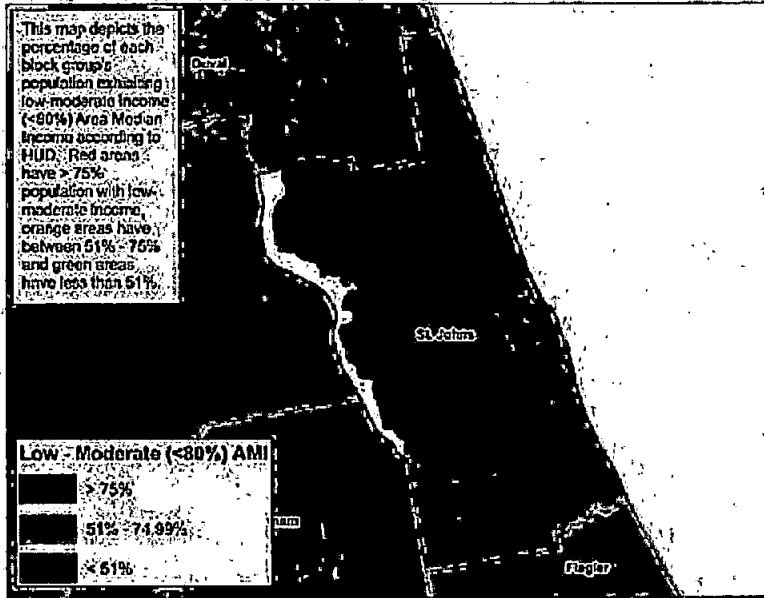


Figure 12: Low to Moderate Income by Block Group - St. Johns County



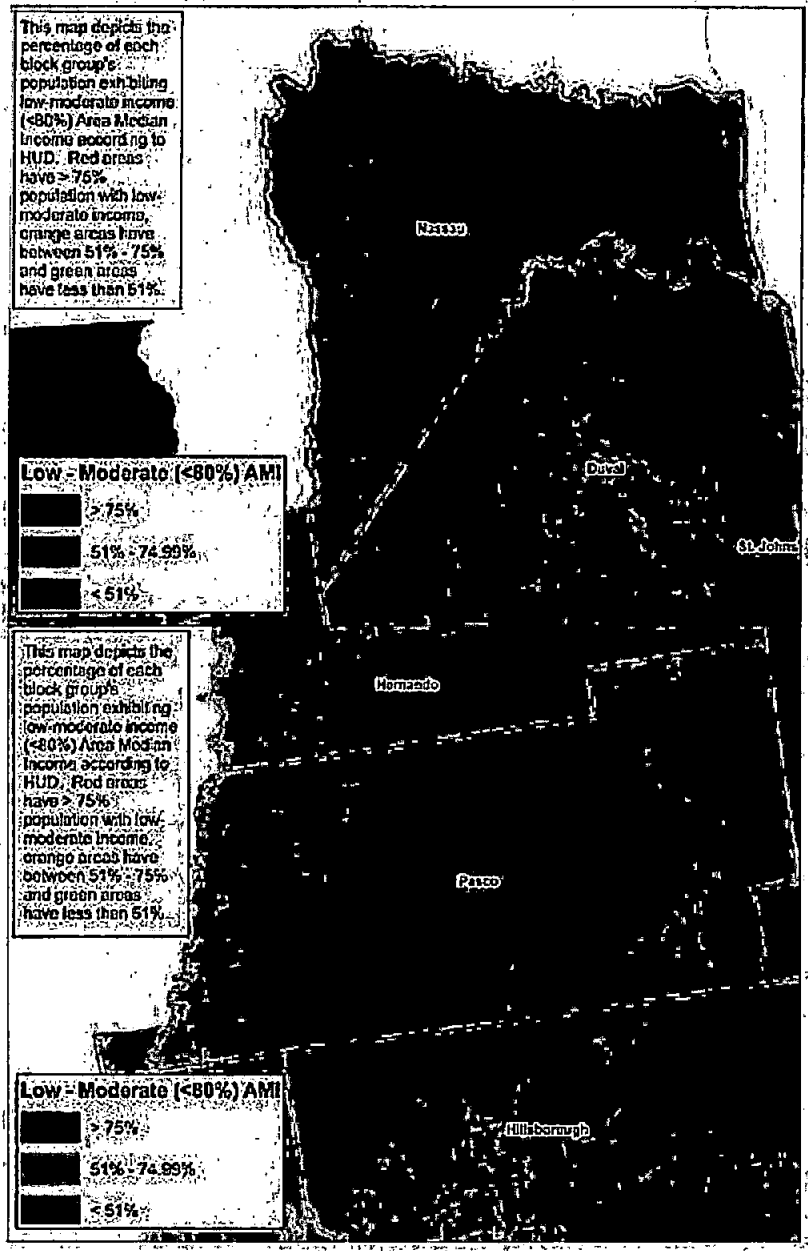


Table 4: LMI Population Counts by Block Group and County for Matthew Impacted Counties¹⁹

County	Block Groups Counts and Populations by LMI Category			
	<51% Count	<51% Population	51%-75% Count	51%-75% Population
Brevard	299	123,655	66	55,205
Citrus	73	39,680	9	8,495
Dixie	8	3,450	4	3,045
Duval	309	174,210	151	136,280
Flagler	41	22,080	11	14,000
Hernando	74	43,545	31	24,500
Hillsborough	581	220,415	223	162,495
Indian River	69	31,550	19	16,970
Leon	103	38,105	38	31,230
Lewy	23	12,860	6	4,050
Manatee	126	62,360	50	41,050
Nassau	31	19,940	5	3,775
Pasco	204	96,530	89	67,870
Pinellas	533	205,415	252	104,430
Putnam	32	17,685	17	12,460
Seminole	124	93,675	31	23,800
St. Johns	69	36,065	12	12,595
Taylor	15	5,590	4	1,760
Volusia	204	144,020	68	60,830
Wakulla	13	8,090	2	2,050
Total	2,960	1,452,250	970	771,340

Pasco < 51% 96,330
 51% - 75% 67,870
 > 75% 14,245

 178,445

St. Johns < 51% 36,065
 51% - 75% 12,595
 > 75% 1,150

 49,810

2015 census pop. 497,909

2015 census pop. 226,640

35.83%

21.97%

¹⁹ <https://www.hudexchange.info/programs/acs-low-mod-summary-data/acs-low-mod-summary-data-block-groups/places/>

United States Census Bureau | U.S. Department of Commerce (www.dhs.gov) | Blogs (www.census.gov/blogs) | Data (www.census.gov/data) | Dictionary (www.census.gov/dictionary) | FAQ (www.census.gov/faq) | Search

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U.S. Census Quick Facts

QuickFacts

St. Johns County, Florida

QuickFacts provides statistics for all states and counties, and for cities and towns with a population of 5,000 or more.

ALL TOPICS

St. Johns County, Florida

Topic	Value
People	
Population	
Population estimates, July 1, 2010, (V2010)	735,087
Population estimates, July 1, 2010, (V2011)	720,040
Population estimates base, April 1, 2010, (V2010)	700,028
Population estimates base, April 1, 2010, (V2011)	690,039
Population, percent change - April 1, 2010 (estimates base) to July 1, 2010, (V2010)	23.7%
Population, percent change - April 1, 2010 (estimates base) to July 1, 2011, (V2011)	10.3%
Population, Census, April 1, 2010	690,039
Age and Sex	
Persons under 5 years, percent, July 1, 2011, (V2011)	4.0%
Persons under 5 years, percent, April 1, 2010	5.3%
Persons under 18 years, percent, July 1, 2011, (V2011)	21.9%
Persons under 18 years, percent, April 1, 2010	20.1%
Persons 65 years and over, percent, July 1, 2011, (V2011)	18.6%
Persons 65 years and over, percent, April 1, 2010	18.2%
Female persons, percent, July 1, 2011, (V2011)	51.2%
Female persons, percent, April 1, 2010	51.4%
Race and Hispanic Origin	
White alone, percent, July 1, 2011, (V2011) (a)	81.3%
White alone, percent, April 1, 2010 (a)	82.3%
Black or African American alone, percent, July 1, 2011, (V2011) (a)	5.0%
Black or African American alone, percent, April 1, 2010 (a)	5.0%
American Indian and Alaska Native alone, percent, July 1, 2011, (V2011) (a)	0.3%
American Indian and Alaska Native alone, percent, April 1, 2010 (a)	0.3%
Asian alone, percent, July 1, 2011, (V2011) (a)	2.0%
Asian alone, percent, April 1, 2010 (a)	2.1%
Native Hawaiian and Other Pacific Islander alone, percent, July 1, 2011, (V2011) (a)	0.1%
Native Hawaiian and Other Pacific Islander alone, percent, April 1, 2010 (a)	0.1%
Two or More Races, percent, July 1, 2011, (V2011)	1.9%
Two or More Races, percent, April 1, 2010	1.8%
Hispanic or Latino, percent, July 1, 2011, (V2011) (b)	0.4%
Hispanic or Latino, percent, April 1, 2010 (b)	0.3%
White alone, not Hispanic or Latino, percent, July 1, 2011, (V2011)	80.8%
White alone, not Hispanic or Latino, percent, April 1, 2010	82.3%
Population Characteristics	
Foreign born persons, percent, 2011-2015	10.7%
Foreign born persons, percent, 2011-2015	6.8%
Housing	
Housing units, July 1, 2011, (V2011)	60,450
Housing units, April 1, 2010	63,830
Owner-occupied housing units, 2011-2015	75.3%
Median value of owner-occupied housing units, 2011-2015	\$124,400
Median monthly mortgage costs without a mortgage, 2011-2015	\$1,799
Median monthly mortgage costs without a mortgage, 2011-2015	\$424
Median gross rent, 2011-2015	\$1,116
Boating permits, 2011	3,020
Families and Living Arrangements	
Households, 2011-2015	79,242
Persons per household, 2011-2015	2.62
Living in same house 1 year ago, percent of persons age 1 year+, 2011-2015	92.5%
Language other than English spoken at home, percent of persons age 5 years+, 2011-2015	9.4%
Education	
High school graduate or higher, percent of persons age 25 years+, 2011-2015	83.3%
Bachelor's degree or higher, percent of persons age 25 years+, 2011-2015	42.1%
Health	
With a disability, under age 65 years, percent, 2011-2015	11.6%
Persons without health insurance, under age 65 years, percent, 2011-2015	22,890
Economy	
Unemployed, total, percent of population age 16 years+, 2011-2015	0.0%

different languages and not understanding English well.¹² Outreach to those eligible for assistance will require consideration of the language needs of these populations (see the sections on Outreach and Citizen Participation for more information).

The map below shows concentrations of limited English by census tract (Figure 14), followed by Table 5 that shows the number of residents who speak only English or who speak Spanish or other languages, by county.

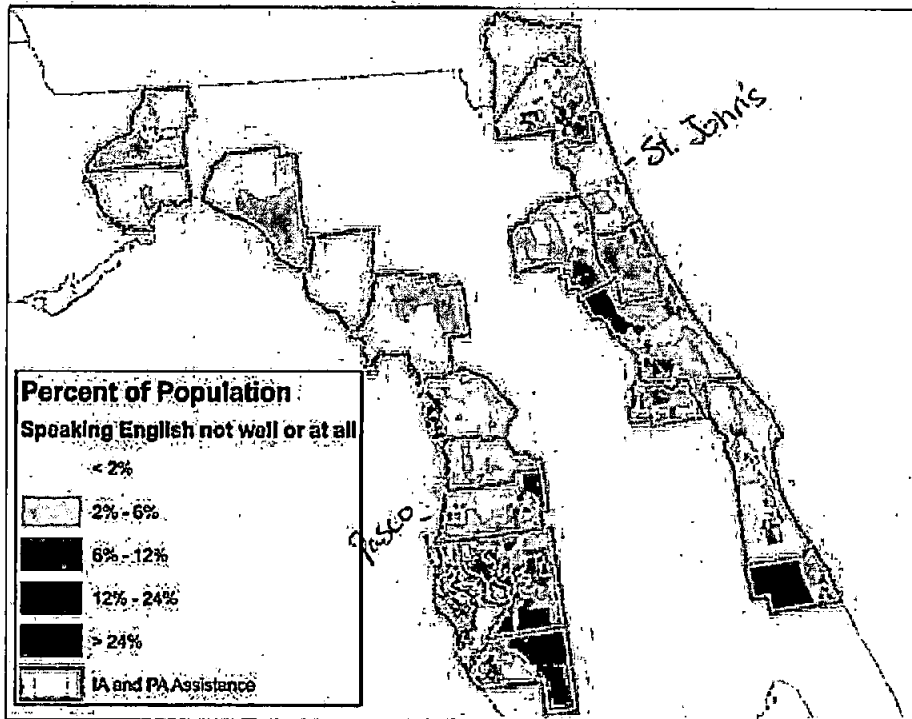


Figure 14: Percent of Tract Population Speaking English Not Well or Not At All

¹² Source: U.S. Census Bureau, 2011-2015 American Community Survey 5-Year Estimates, Table 16001: County-level percent calculations by the Florida Department of Revenue and Fiscal Affairs - Health and Demographics Section.

Populations over the age of 65 or households with children under the age of five increases vulnerability. The map below (Figure 15) shows concentrations of households with these elderly and young populations, by census tract. Concentrations of these age dependent populations are noticeable in Citrus, Hernando, Indian River, Pasco, and Volusia counties in particular.

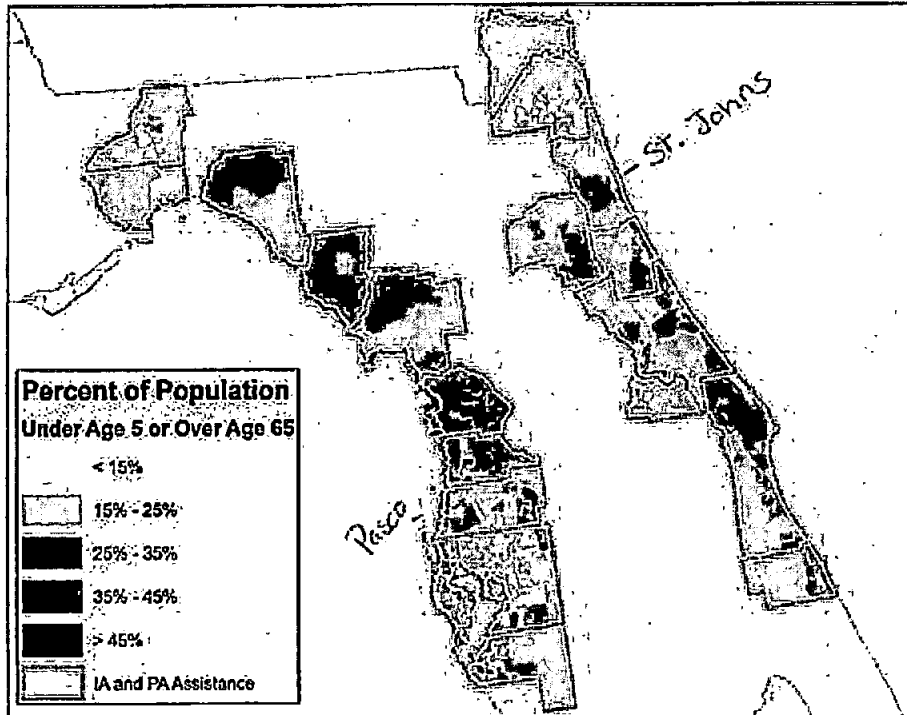


Figure 15: Age Dependent (< 5 Years or > 65 Years) Population by Tract



Additionally, the map below (Figure 16) shows relative concentrations of poverty in Duval, Hillsborough, Levy, and Putnam counties, followed by a map of larger concentrations of unemployment across the region (Figure 17).

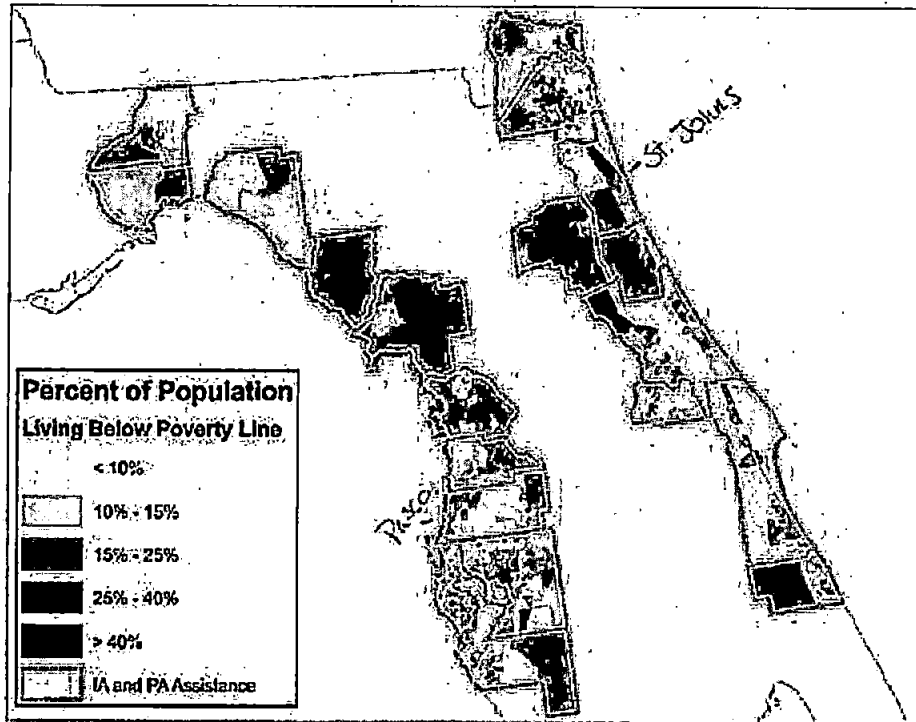


Figure 16: Percent of Population Living Below Poverty Line by Tract

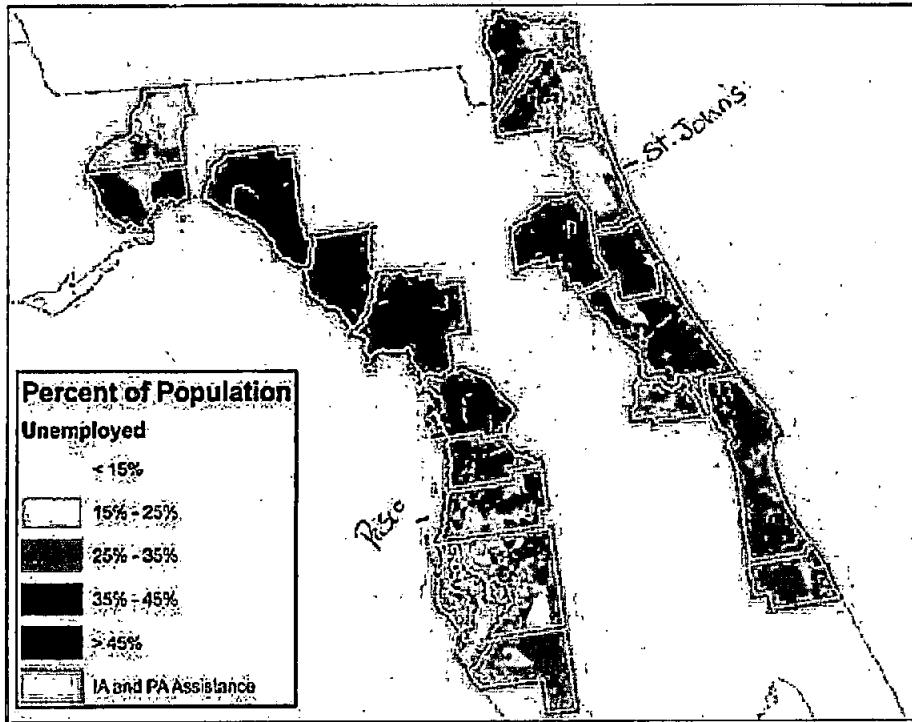
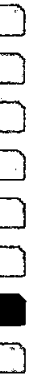


Figure 17: Percent Unemployment by Tract.



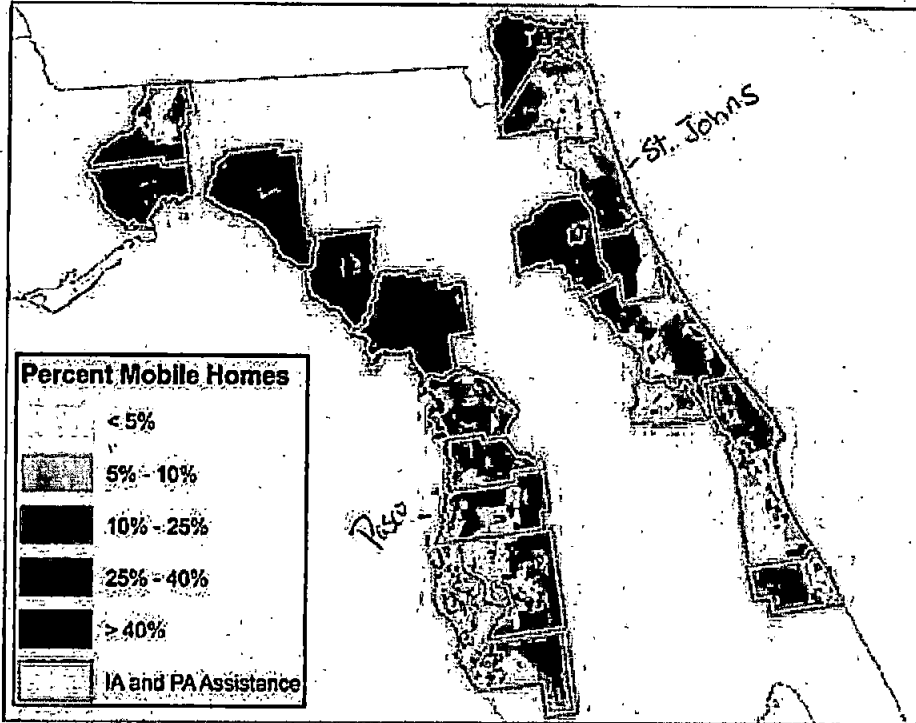
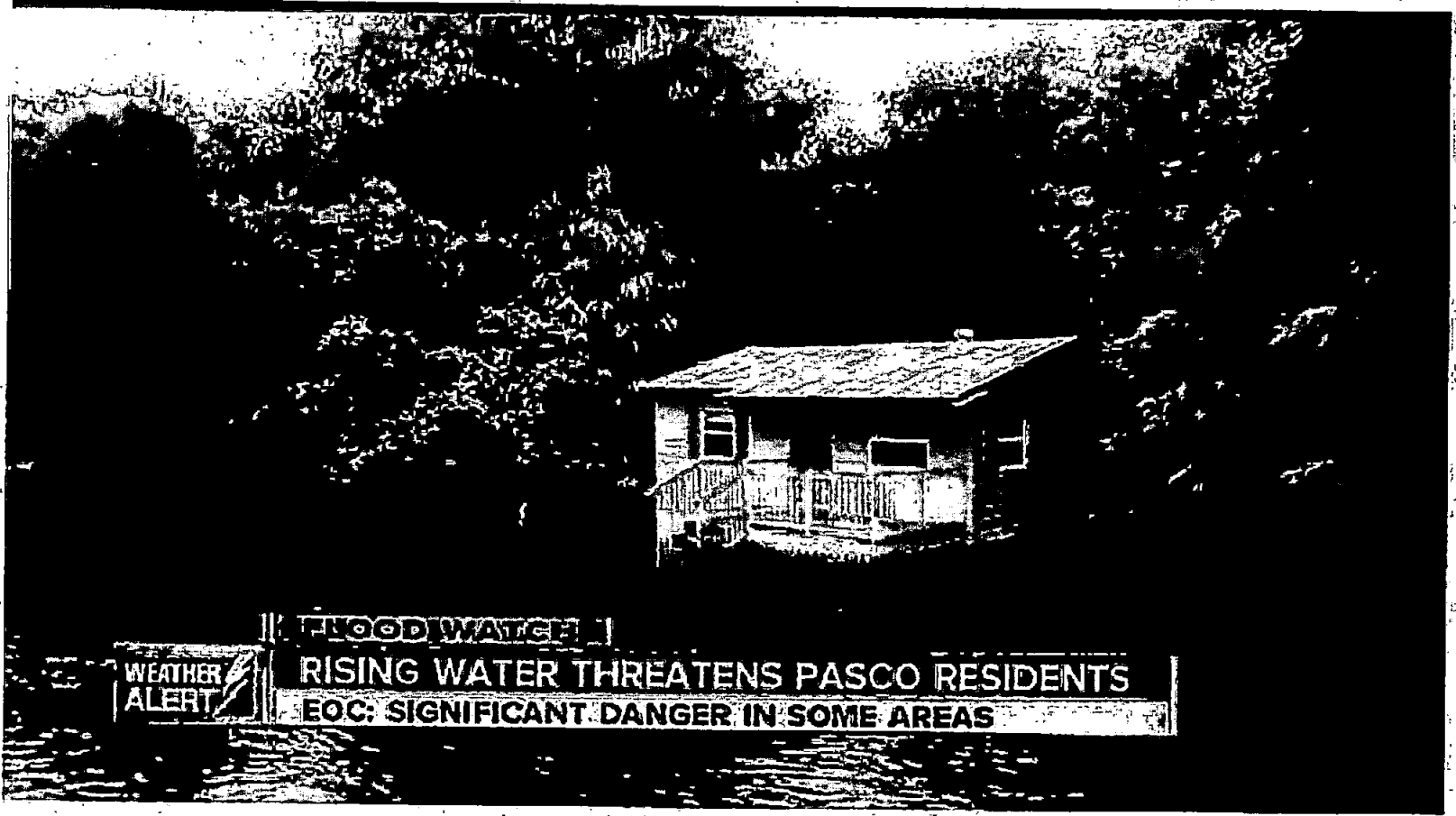


Figure 22: Mobile Home Populations

Mobile home damage was also concentrated in certain areas, as illustrated in the map above. These areas include Volusia, St. Johns, Putnam, and Brevard Counties with either greater than 500 mobile homes damaged or more than \$500,000 in damage to mobile homes as the most impacted counties in terms of simple count of the number of homes with documented FEMA verified loss.

In total across the state, there were 5,111 mobile homes with FEMA Real Property Verified Losses, or losses identified by FEMA inspectors. Table 15 shows the number of mobile homes and FEMA verified property losses by county.





WEATHER ALERT **FLOOD WATCH**
RISING WATER THREATENS PASCO RESIDENTS
EOC: SIGNIFICANT DANGER IN SOME AREAS

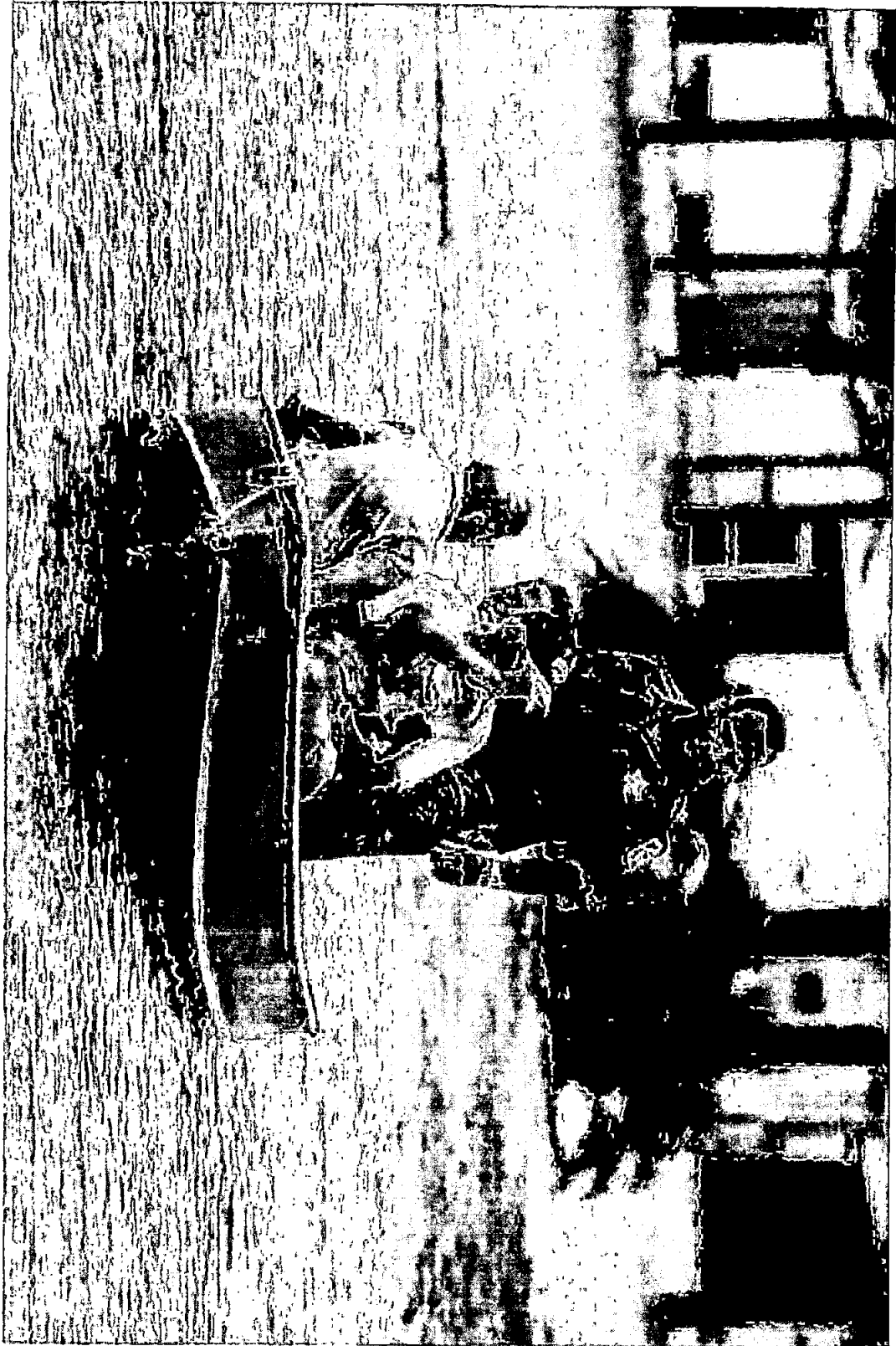


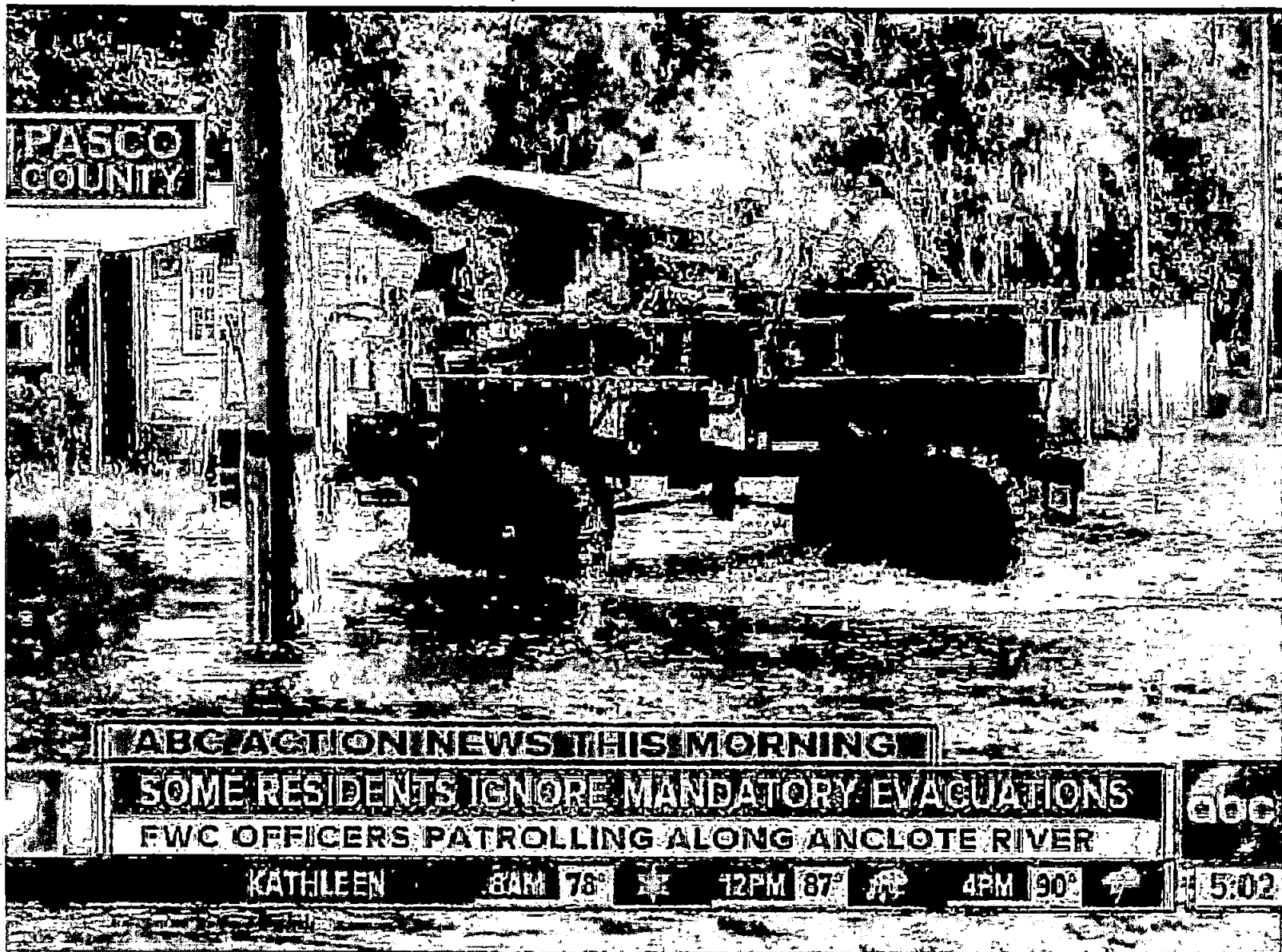






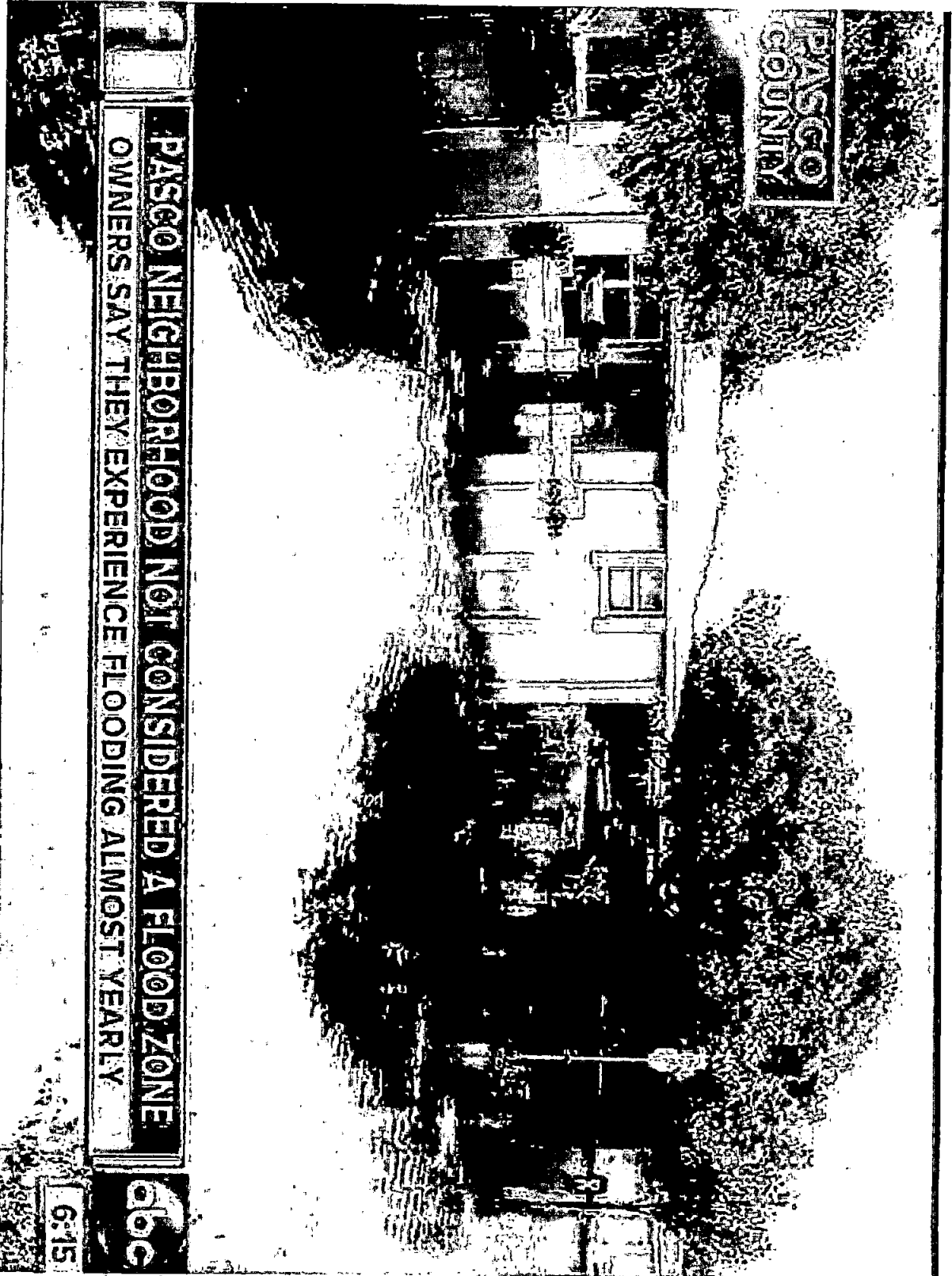


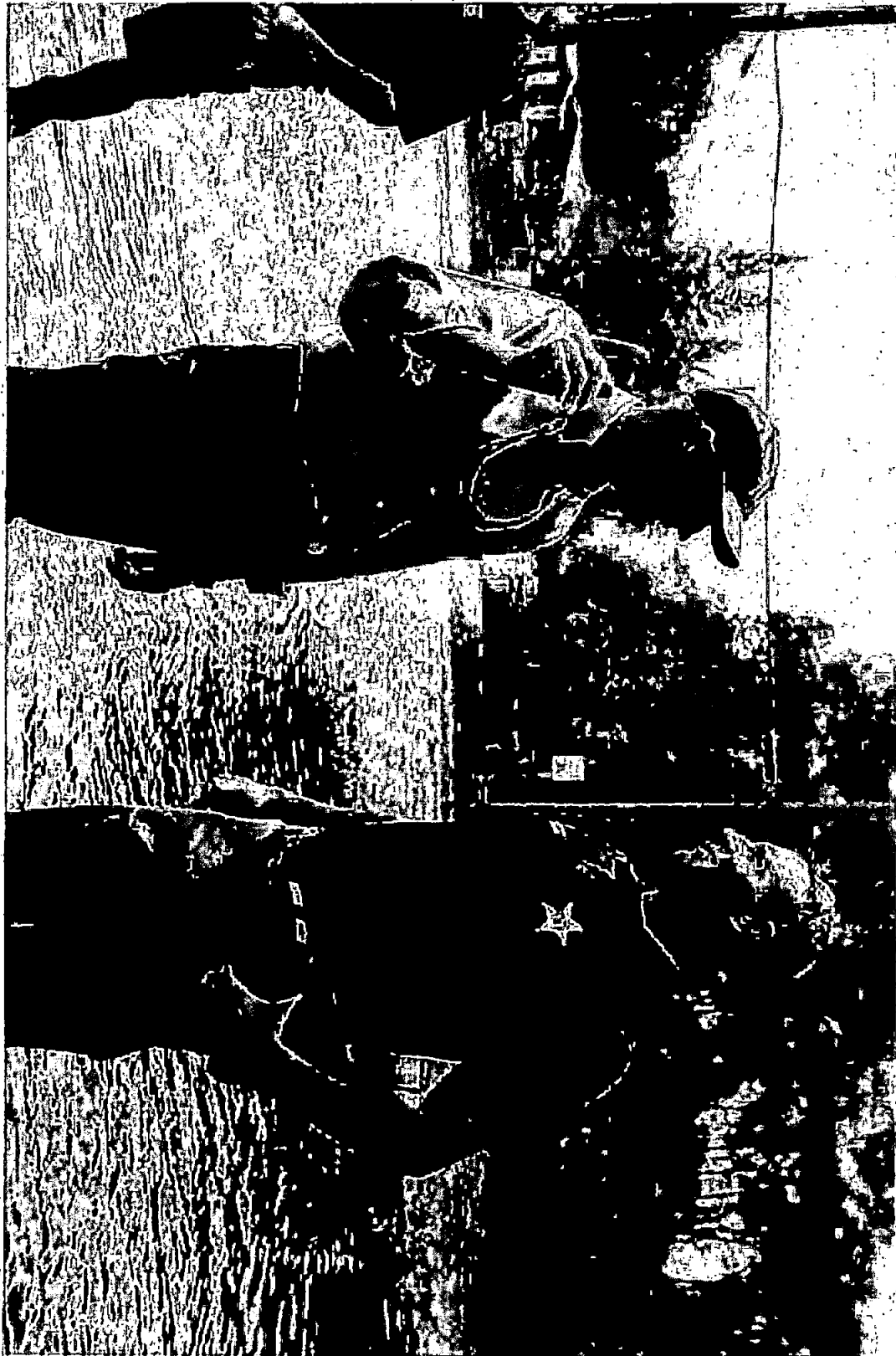


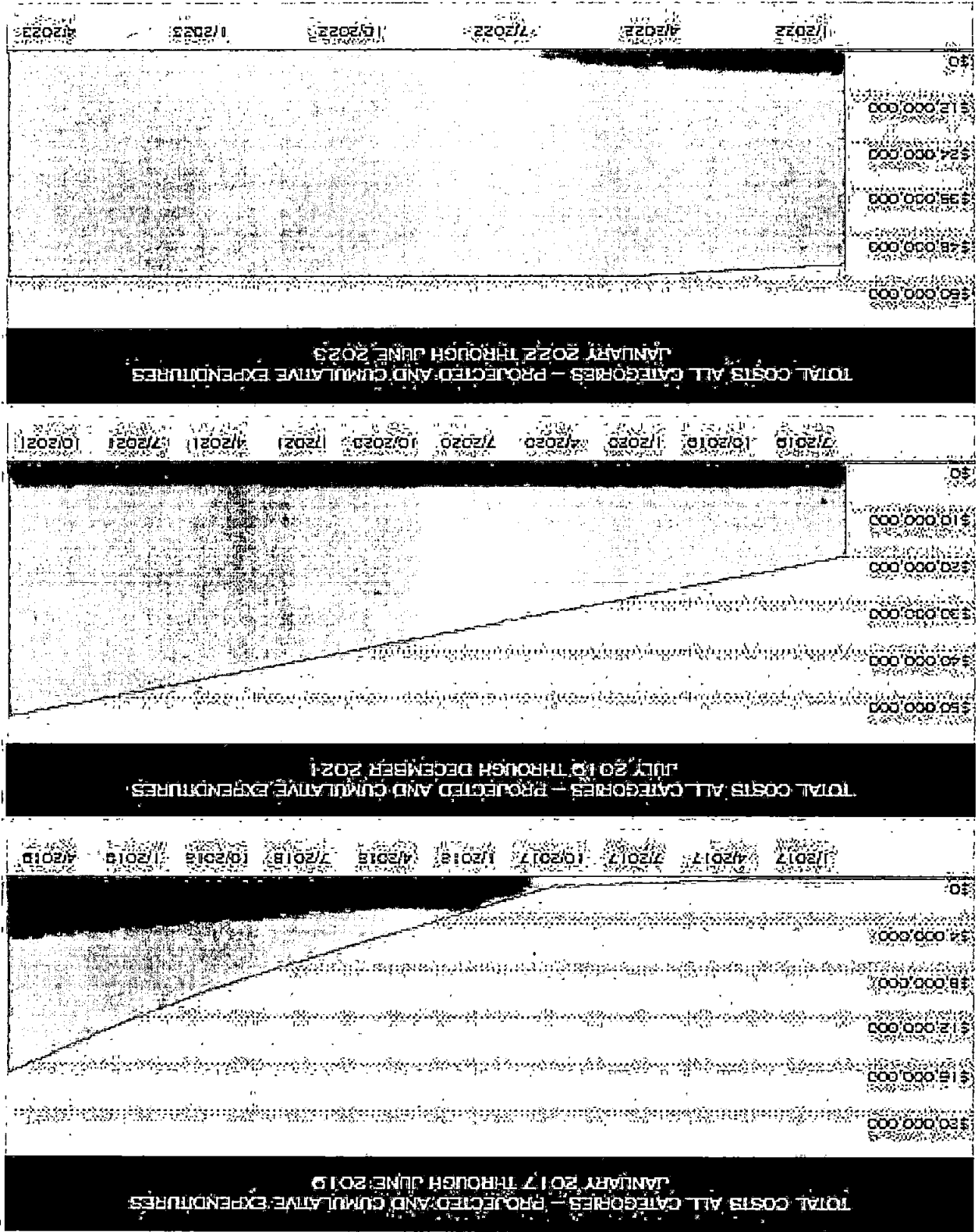












APPENDIX 8: EXPENDITURE PROJECTIONS - ALL CATEGORIES

Summary of Public Comments Received During the Action Plan Substantial Amendment 1 Comment Period

1. Received on November 8, 2017 from Brevard County:

I went and reviewed the Substantial Amendment (SA) and I am a little confused about the unmet need number for Brevard County. When we spoke I was under the impression that you had a figure of almost \$28 million for Brevard's unmet need (based upon data/documents from FEMA), but if I am reading the SA correctly it is notated at about \$780K. Which is it? I didn't provide more information regarding specific projects because you said you had the data. Any information or clarification would be appreciated.

DEO Response: DEO apologizes for any confusion on the unmet need number for Brevard County and cannot find any documentation to support a figure of almost \$28 million in the original action plan or substantial amendment. DEO continues to be willing to consider any additional data related to unmet needs in Brevard County.

2. Received on October 31, 2017 from Monroe County:

I am a Senior Administrator in Monroe County's (FL) Floodplain Program, and I have been tasked with researching what steps the County, on its own, can take to 1) help bolster the case for, and the amount of, CDBG Funds prioritized for Florida as a result of Hurricane Irma, and 2) begin preparing the required documents/plans that will ultimately be required to receive those funds (assuming they are approved).

Are there any resources you can direct our way so that we can begin this important task?

DEO Response: The Monroe County comment was sent to DEO Senior Staff for response since it was related to Hurricane Irma.

3. Received on October 25, 2017 from a citizen in Fernandina Beach, Nassau County:

I was referred to your agency for possible assistance. We sustained quite a bit of damage to our home and lost our only vehicle as the effects of the storm. Due to personal reasons out of our control there was no insurance in the property. I have exhausted my resources as far as refinancing, home equity loans, personal loans as my credit has dropped substantially as I own my own business and lost everything.

I am sure this is probably another strike out but it can't hurt to ask for help before myself and my family end up homeless. I am desperate I just found temporary work but we do not have public transportation here and I cannot afford a taxi. I will hope to hear back from you with some guidance on how to get assistance in our desperate time of need.

DEO Response: DEO staff referred them to the Florida Department of Emergency Management (FDEM) hurricane-related assistance website, and also provided contact information for the director's office of Nassau County Emergency Management, copying the director. His assistant replied to the email and said she would contact the citizen and also give them information for financial assistance from Catholic Charities in Yulee/Nassau County.

4. Received on October 25, 2017 from a citizen in Volusia County.

Email inquiry in Spanish was received from a Volusia County resident asking where to apply or call for assistance with a damaged roof.

DEO Response: DEO staff sent her a reply in Spanish directing her to FDEM hurricane-related assistance website and also provided contact information for the director's office of Volusia County Emergency Management, copying the director.

DEFINITIONS AND ACRONYMS

Action Plan

A description of a grantee's intended use for CDBG-DR funds that contain information on the following topics: the areas of greatest need for funding, the distribution and use of funds, program activity descriptions, low income targeting, and public comment.

Activity/Project/Program

The housing, infrastructure, economic development, or planning endeavor undertaken by the subrecipient.

AFFH

Affirmatively Furthering Fair Housing

Award (Federal)

The financial assistance that a non-Federal entity receives either directly from a Federal awarding agency or indirectly from a pass-through entity; or the cost-reimbursement contract under the Federal Acquisition Regulation that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.

CDBG-DR

The Community Development Block Grant – Disaster Recovery program

CFR

Code of Federal Regulations

DEO

Florida Department of Economic Opportunity

DOB

Duplication of Benefit - Funding received from two sources for the same item of work.

DRGR

Disaster Recovery Grant Reporting System, HUD's web-based reporting and grants management system

Federal Register

The official journal of the federal government of the United States that contains government agency rules, proposed rules, and public notices issued by federal administrative agencies.

FEMA

Federal Emergency Management Agency

Grantee

As used in this Action Plan, the State of Florida, Department of Economic Opportunity, as recipient of CDBG-DR from HUD.

HUD

U.S. Department of Housing and Urban Development

IA

FEMA Individual Assistance; Assistance to individuals and households.

Local government

A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under state law), regional or interstate government entity, or agency or instrumentality of a local government; an Indian Tribe or authorized tribal organization, or Alaska Native village or organization that does not meet the definition of Indian Tribal Government; or a rural community, unincorporated town or village, or other public entity, for which an application for assistance is made by a state or political subdivision of a state.

Low income Household/Family

A household with an annual income at 31 percent to 50 percent of the area median income as determined by HUD.

Method of Distribution

Administrative guidelines

Moderate income Household/Family

A household with an annual income at 51 percent to 80 percent of the area median income as determined by HUD.

National Objective

The authorizing statute of the CDBG program requires that each activity funded, except for program administration and planning activities, must meet one of three national objectives: benefit to low- and moderate-income (LMI) persons; aid in the prevention or elimination of slums or blight; and meet a need having a particular urgency (referred to as urgent need).

NFIP

FEMA's National Flood Insurance Program

Non-Federal Entity

An institution of higher education, nonprofit organization, local government, Indian Tribe, or state that carries out a Federal award as a Recipient or Subrecipient.

PA

FEMA Public Assistance; Assistance to State, Local, Tribal and Territorial governments and certain private-non-profit organization for emergency work and the repair or replacement of disaster-damaged facilities.

Pass-through Entity

A non-Federal entity that provides a subaward to a Subrecipient to carry out part of a Federal program.

PHA

Public Housing Authorities

Program Income

Gross income received by a state, unit of general local government or subrecipient directly generated from the use of CDBG-DR funds.

QPR

HUD Quarterly Performance Report

Recipient

A non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program.

Reasonable Cost

A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In other words, a reasonable cost is a cost that is both fair and equitable for the type of work being performed.

SBA

Small Business Administration

Section 3

Section 3 of the Housing and Urban Development Act of 1968, as amended, that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency.

Substantial Amendment

A change in program benefit or eligibility criteria, the addition or deletion of an activity, or the allocation or reallocation of a monetary threshold specified by the grantee in their action plan.

Subaward

An award provided by a pass-through entity to a Subrecipient for the Subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

Subrecipient

A non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program. It does not include an individual that is a beneficiary of such program. A Subrecipient may also be a Recipient of other Federal awards directly from a Federal awarding agency.

Subrecipient Agreement

An agreement between the grantee and the subrecipient identifying activities the subrecipient will undertake using CDBG funds.

UGLG

Unit of General Local Government

Unmet Needs Assessment

A process for identifying and prioritizing critical unmet needs for a community's long-term disaster recovery.

URA

The Uniform Act, passed by Congress in 1970, is a federal law that establishes minimum standards for federally funded programs and projects that require the acquisition of real property (real estate) or displace persons from their homes, businesses, or farms.

USACE

U.S. Army Corps of Engineers

Very low income Household/Family

A household with an annual income at 30 percent or below the area median income as determined by HUD.

Vulnerable Populations

HUD defines vulnerable populations as the working poor, minorities, Native Americans, people with disabilities, people with AIDS, the elderly, and the homeless.

Waiver

A revision to the standard CDBG regulations, requirements, and activities, granted by HUD.

WAP

Florida Weatherization Assistance Program



**FLORIDA DEPARTMENT of
ECONOMIC OPPORTUNITY**

