

8

**AGENDA ITEM  
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**

*Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting*

**8/20/2019**

**BCC MEETING DATE**

**TO: Michael D. Wanchick, County Administrator**

**DATE: July 24, 2019**

**FROM: Jaime Locklear, Purchasing Manager**

**PHONE: 209-0158**

**SUBJECT OR TITLE: RFP 19-29; Owner Occupied Rehabilitation/Elevation/Reconstruction**

**AGENDA TYPE: Bid Award, Consent Agenda, Contract, Resolution**

**BACKGROUND INFORMATION:**

RFP packages were solicited from qualified firms to perform the rehabilitation, reconstruction, and/or elevation of single family (one to four (1 to 4) unit residential structures), or the rehabilitation of manufactured home unit (MHU) structures; in compliance and as supported by U.S. Department of Housing and Urban Development (HUD) programs such as Community Development Block Grant – Disaster Recovery (CDBG-DR). Awarded firms shall be responsible for the performance of all required construction work on each structure; including, but not limited to: roofing, framing, masonry, electrical, plumbing, well and/or septic, HVAC, millwork, flooring, drywall, finishing, demolition, removal of hazardous materials, site work, elevation, permitting; construction management, and administration through to project close-out, and any other services that may be required at each property; while ensuring proper execution and compliance with Federal, State, and Local rules, regulations, and compliance with Florida Building Code (<https://www.floridabuilding.org/c/default.aspx>), City and County Building Codes and standards, St. Johns County Land Development Code (<http://www.sjcf.us/LongRangePlanning/LandDevCode.aspx>), CDBG-DR required HUD CPD Green Building Retrofit Checklist, and CDBG-DR program intent. The RFP was advertised on May 22, 2019 in accordance with the County Purchasing Policy. Three (3) responsive proposals were received on June 20, 2019. The evaluation committee reviewed and scored the submitted responses, and ranked Ducky Recovery, LLC as the number one ranked firm. Staff recommends entering into negotiations with Ducky Recovery, LLC, as the number one ranked firm, and upon successful negotiations, executing a contract for completion of the services in accordance with RFP 19-29.

**1. IS FUNDING REQUIRED?** Yes **2. IF YES, INDICATE IF BUDGETED.** Yes

**IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:**

**INDICATE FUNDING SOURCE:** DRF17 Housing - 0113; A001-B999

**SUGGESTED MOTION/RECOMMENDATION/ACTION:**

Motion to adopt Resolution 2019-\_\_\_\_\_, authorizing the County Administrator, or his designee, to enter into negotiations with the top ranked firm, Ducky Recovery, LLC, Under RFP 19-29; CDBG-DR Owner Occupied Rehabilitation/Elevation/Reconstruction, and upon successful negotiations, to award and execute a contract with Ducky Recovery, LLC to perform the services in accordance with RFP 19-29.

**For Administration Use Only:**

**Legal: RL 8/2/2019**

**OMB: ARM 8/6/2019**

**Admin: Joy Andrews 8/12/2019**

**RESOLUTION NO. 2019 - \_\_\_\_\_**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFP NO. 19-29 AND TO EXECUTE AN AGREEMENT FOR CDBG-DR OWNER OCCUPIED REHABILITATION / ELEVATION / RECONSTRUCTION.**

**RECITALS**

**WHEREAS**, the County desires to enter into contract with Ducky Recovery, LLC for CDBG-DR Owner Occupied Rehabilitation/Elevation/Reconstruction to perform the rehabilitation, reconstruction, and/or elevation of single family (one to four (1 to 4) unit residential structures), or the rehabilitation of manufactured home unit (MHU) structures; in compliance and as supported by U.S. Department of Housing and Urban Development (HUD) programs such as Community Development Block Grant – Disaster Recovery (CDBG-DR); in accordance with RFP No. 19-29; and

**WHEREAS**, the scope of the services will be to provide any and all labor, materials, equipment, transportation, and supervision necessary for providing CDBG-DR Owner Occupied Rehabilitation/Elevation/Reconstruction, in accordance with RFP No. 19-29; and

**WHEREAS**, through the County’s formal RFP process, Ducky Recovery, LLC was selected as the highest ranked respondent to enter into contracts 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 RFP 19-29 to Ducky Recovery, 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 RFP 19-29.

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 \_\_\_\_ day of \_\_\_\_\_, 2019.

**BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA**

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

**ATTEST:** Hunter S. Conrad, Clerk

By: \_\_\_\_\_  
Deputy Clerk



**CONTRACT AGREEMENT**  
**RFP NO: 19-29**  
**CDBG-DR Owner Occupied**  
**Rehabilitation/Elevation/Reconstruction**  
**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 **Ducky Recovery, LLC.** (“Consultant”), authorized to do business in the state of Florida, with mailing address: PO Box 23741; Harahan, LA 70183; Phone: (504) 322-2169 Email: [danny@duckyjohanson.com](mailto:danny@duckyjohanson.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 show above, and shall be in effect for an initial contract term of five (5) calendar years, with the option of a five (5) year renewal. 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 Proposals No. 19-29 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);
- Consultant Cost Proposal (Exhibit D);
- 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 A of St. Johns County Request for Proposals No: 19-29.

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 Consultant shall not perform any services under this Agreement until a task order for such services has been executed by the Consultant's authorized representative and the County Administrator, or his authorized designee, in accordance with County Purchasing Policy. Any work performed by the Consultant without a fully executed Task Order shall be at the Consultant'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**

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.

Compensation for each Task Order shall be based on the method of payment as stated in each Task Order in accordance with the Project Manager Hourly Rate provided by the Consultant, approved by the County, and incorporated herein as Exhibit "D". 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.

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.

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.).

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**

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.

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**

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.

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.

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.

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:
<hr/>			
<hr/>			
<hr/>			

**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 during the life of the contract, 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 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 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 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 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.

The Consultant shall maintain, throughout the duration of the awarded Contract, Builders Risk insurance, property insurance written on an "all risk" policy form including coverage for Earthquake, Flood, Windstorm, Debris Removal, Hot and Cold Testing in the amount of the initial contract sum, plus the value of subsequent contract modification and cost of material supplied or installed by others, comprising total value for the entire project at the site on replacement cost basis. The named insured should include Owner, General Contractor and Subcontractors. The policy should waive any co-insurance penalties. Covered Property to include Permanent Works: Materials, supplies, equipment, machinery and property of others, if the insured is contractually responsible and the value is included in the total project, Temporary Work: scaffolding, form work, fences, shoring, falsework, temporary buildings, Offsite Locations, Offsite Storage and Transit.

The Consultant shall be responsible for the deductible for the required insurance coverage. Such property insurance shall be maintained until final payment has been made. If the policy is terminated for any reason, notice should be provided to the owner within a minimum of thirty (30) consecutive calendar days by the carrier. The Owner, contractors and subcontractors waive their rights of subrogation against one another.

The County reserves the right to purchase a Builder's Risk policy and remove the cost from the awarded contract, if it serves the best interest of the County to do so. In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

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:

Ducky Recovery, LLC.  
**Attn.: Danny McKearan, CFO**  
5333 River Road, Suite D  
Harahan, LA 70123

## **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**

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.

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.

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.

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](mailto: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 HUD REQUIRED CONTRACT CLAUSES**

The Consultant’s performance under this Agreement shall be subject to the HUD 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.

<p><b>COUNTY:</b></p> <p><u>St. Johns County, FL</u> (Seal) Full Name</p> <p>By: _____ (County Representative Signature)</p> <p><u>Jaime T. Locklear, MPA, CPPB, CPPO, FCCM</u> Printed Name – County Representative</p> <p><u>Purchasing Manager</u> Printed Title – County Representative</p> <p>_____ (Date of Execution)</p>	<p><b>CONSULTANT:</b></p> <p><u>Ducky Recovery, LLC.</u> (Seal) Full Legal Company Name</p> <p>By: _____ (Contractor Representative Signature)</p> <p>_____ Printed Name – Contractor Representative</p> <p>_____ Printed Title – Contractor Representative</p> <p>_____ (Date of Execution)</p>
--	--

**ATTEST:**  
**St. Johns County, FL**  
**Clerk of Courts**

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date of Execution

**LEGALLY SUFFICIENT:**

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Date of Execution

**RFP NO: 19-29 CDBG-DR Owner Occupied  
Rehabilitation/Elevation/Reconstruction  
Master Contract #: \_\_\_\_\_**

**EXHIBIT "A"**

Request for Proposals & Issued Addenda  
(separate attachment)

**RFP NO: 19-29 CDBG-DR Owner Occupied  
Rehabilitation/Elevation/Reconstruction  
Master Contract #: \_\_\_\_\_**

**EXHIBIT "B"**

**HUD REQUIRED CONTRACT CLAUSES**  
(separate attachment)

**RFP NO: 19-29 CDBG-DR Owner Occupied  
Rehabilitation/Elevation/Reconstruction  
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)

**RFP NO: 19-29 CDBG-DR Owner Occupied  
Rehabilitation/Elevation/Reconstruction  
Master Contract #: \_\_\_\_\_**

**EXHIBIT "D"**

**CONSULTANT COST PROPOSAL**  
(separate attachment)



## St. Johns County Board of County Commissioners

Purchasing Division

### NOTICE OF INTENT TO AWARD

July 23, 2019

**RE:** RFP 19-29, CDBG-DR Owner Occupied Rehabilitation/Elevation/Reconstruction

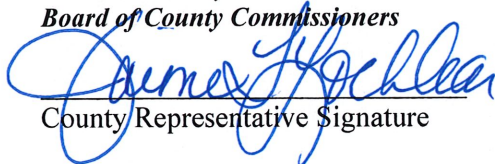
Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award a contract upon successful negotiations to Ducky Recovery, LLC, as the highest ranked firm(s) under **RFP 19-29, CDBG-DR Owner Occupied Rehabilitation/Elevation/Reconstruction**. This notice will remain posted to the **St. Johns County Purchasing Department bulletin board** until 12:00 PM, Monday, July 29, 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 negotiate, 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: 7/24/19

Jaime T. Locklear, MPA, CPPO, CPPB, FCCM  
Purchasing Manager  
(904) 209-0158 – Direct  
(904) 209-0159 – Fax  
(904) 209-0150 – Main  
[jlocklear@sjcfl.us](mailto:jlocklear@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**

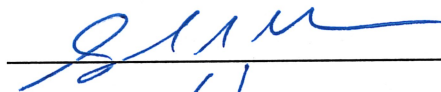
---

**TO:** Joseph Giammanco, Disaster Recovery Grants Director  
**FROM:** April Bacon, Disaster Recovery Procurement Coordinator  
**SUBJECT:** RFP 19-29, CDBG-DR Owner Occupied Rehabilitation/Elevation/Reconstruction  
**DATE:** July 11, 2019

Attached please find a copy of the RFP 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 7/11/19  
Budget Amount \$18m split w/ 19-32  
Account Funding Title 0113  
Funding Charge Code A001-B999  
Award to Ducky Recovery LLC  
Award Amount \_\_\_\_\_

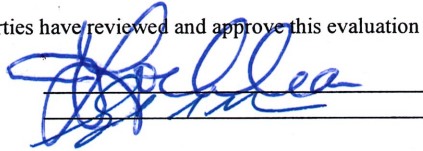
**ST JOHNS COUNTY**  
**JUL 12 '19**  
**PURCHASING**

FIRM	RATER Bryan Matus	RATER Valerie Pacetti	RATER Robert Quinney	RATER Greg Lulkoski	RATER Bill Freeman	TOTAL	Rank	COMMENTS
Ducky Recovery LLC	95.0	90.0	91.0	85.8	84.0	445.8	1	
James W. Turner Construction, Ltd.	80.4	72.4	76.4	80.3	73.4	382.9	2	
Persons Service Corp.	86.1	77.1	83.1	59.1	76.1	381.5	3	

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

Purchasing Manager:

Disaster Recovery Grant Director:



Date:

Date:

7/16/19  
7/11/19

**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 I 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 PROCEDURES MAY BE OBTAINED FROM THE PURCHASING DEPARTMENT.

**RFP NO: 19-29; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**REQUEST FOR PROPOSAL PACKAGE CHECKLIST**

<b>SECTION</b>	<b>ATTACHMENT NAME</b>	<b>CHECK BOX</b>	<b>ST. JOHNS COUNTY USE</b>
<b>Section 1</b>	RFP Cover Page (Attachment B)		
<b>Section 2</b>	Cover Letter		
<b>Section 3</b>	Company and Staff Qualifications		
	List of Proposed Sub-Contractors (if applicable)(Attachment J)		
	Proper and Valid Licensing for conducting business in State of FL		
	Current Applicable Department of Regulation License(s)		
	Current Applicable Certification(s)		
<b>Section 4</b>	Pricing		
	Cost Proposal (Attachment A)		
<b>Section 5</b>	Related Experience		
	Reference Form (Attachment C)		
	Evaluation of Past Performance (Attachment C cont.)		
<b>Section 6</b>	Project Approach, Quality & Schedule Control		
<b>Section 7</b>	Socioeconomic Business Enterprise		
<b>Section 8</b>	Capacity		
<b>Section 9</b>	Administrative Information (include the following):		
	Proof of Insurance with Limits		
	Drug Free Work Place Form		
	RFP Affidavit		
	RFP 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		
	Certificate of Compliance with Florida Trench Safety Act		
	Acknowledged Addenda		



**SECTION 1:**

**RFP COVER PAGE**

**RFP NO: 19-29; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT B**

**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

**COMPANY NAME:** Ducky Recovery, LLC.

**COMPANY ADDRESS:** PO Box 23741, Harahan, LA 70183

**COMPANY PHONE NUMBER:** 504-322-2169

**CONTACT NAME & TITLE:** David Cohn, CFO

**CONTACT PHONE NUMBER:** 504-655-7123

**CONTACT EMAIL ADDRESS:** davidc@duckyjohnson.com

**DATE:** 6/13/19



**SECTION 2:**

**COVER LETTER**



St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084

Ms. Bacon:

Ducky Recovery, LLC appreciates the opportunity to present our qualifications to St. John's County Board of County Commissioners. We believe our team's experience in FEMA and HUD CDBG-DR funded residential repair programs, our exemplary financial strength, and our technical and operational acumen make us an ideal fit to provide rehabilitation, elevation, and reconstruction work for St. Johns County.

Ducky Johnson (Ducky Recovery) is an industry leader in residential disaster recovery and is looking forward to the opportunity to continue our assistance within the State of Florida. Ducky is proud to already have a substantial presence in Florida with four offices and yards located across Florida. We are currently working in the Rebuild Florida DEO program and will be managing work for the program out of our Jacksonville office. Additionally, we have operating offices in Louisiana as well as in Texas, Puerto Rico, North Carolina, New Jersey and New York. Ducky has garnered national attention for major projects in post disaster settings. Our strong financial and bonding positions also give Ducky the ability to handle large increases in capacity. Ducky has been sought out numerous times to bring their expertise to move recovery projects forward.

Ducky Johnson Home Elevation (Ducky Recovery, LLC) was originally formed in 2013 by Daniel McKearan and Charlie Johnson. Both individuals have a long history in the general contracting and home elevation businesses. The company has successfully operated for 5 years providing general contracting and home elevation services to major federal programs. In January of 2018, Daniel and Charlie took on a new financial partner in Sachs Capital to aid in expanding the company. In order to facilitate the partial sale of the business, Daniel and Charlie formed DJHE Holdings to jointly own their shares in Ducky Johnson Home Elevation. The company also reorganized from a Louisiana LLC to a Delaware LLC.; and in the process changed its name from Ducky Johnson Home Elevation, LLC to Ducky Recovery, LLC. All services requested under the Solicitation will be performed by Ducky Recovery, LLC. In total, the company has 30 employees spread across its locations.

Through a large number of experienced workers and knowledgeable staff, Ducky has a workforce that grows by the day and strives to perform without limitations. From the CEO to every person in the field, the entire Ducky team is rooted in providing a safe work environment. Each team member knows that a safe job site is the responsibility of each individual and together we can make that happen. Through advanced, detailed planning and daily good "housekeeping"



St. John's County Board of County Commissioners  
RFP NO: 19-29 Request for Proposal  
CDBG-DR Owner Occupied Rehabilitation/Elevation/Reconstruction

practices the Ducky team boasts an excellent EMR safety rating. This track record is held with honor by both senior leadership and field staff.

Ducky has extensive experience working in disaster recovery programs including CDBG-DR programs. We have seen many different program executions and are prepared to quickly adapt to the program requirements with respect to construction timing, inspections, milestone billing, change orders and general communications with the program. Further, we are familiar with providing warranty service once the job is complete and have partnered with a third party for the warranty period after one year. We pride ourselves on our ability to thoroughly engage the program and support its efforts in getting homeowners back into their homes following a devastating natural disaster. This experience helps Ducky understand the necessary requirements and qualifications needed to provide CDBG-DR Owner occupied rehabilitation, elevation, and reconstruction work for this RFP. Through the use of our cloud-based software Buildertrend, we can allow all interested parties including the homeowner, subcontractors, and Ducky's operational and accounting teams, to track the progress of their project.

The Ducky team intends to bring proficiency and expertise to help the St. Johns County continue to rebuild and move forward. Our recovery and program knowledge would allow our team to begin work right away, having navigated this process many times before. Our team is dedicated and talented in this field. We stand ready to assist and look forward to the opportunity to use our skills to achieve the program goals efficiently and effectively.

**Primary Point of Contact for**

**RFP 19-29**

David Cohn, CFO  
5333 River Road, Suite D  
Harahan, LA 70123  
davidc@duckyjohanson.com  
504-655-7123

**Secondary Point of Contact for**

**RFP 19-29**

Danny McKearan, CEO  
5333 River Road, Suite D  
Harahan, LA 70123  
danny@duckyjohanson.com  
504-628-7562

Sincerely,

Daniel P. McKearan  
Chief Executive Officer  
Ducky Recovery, LLC.

Ducky Recovery, LLC - 5194 Hwy 90, Marianna, FL 32446  
P# 1-888-466-3543. F# 1-504-322-2702  
DUNS # 051530460





**SECTION 3:**

**COMPANY AND STAFF QUALIFICATIONS**



## Company Narrative - The Ducky Advantage

We believe these “Ducky Advantages” listed below far exceed the minimum qualifications outlined in the RFQ. We have a unique understanding of the project requirements and a perspective of the breadth of the impacts from repetitive flooding on housing stock. The **key strengths** and **competitive advantages** of Ducky are demonstrated through the following core competencies.

- **TRACK RECORD WITH DISASTER RECOVERY PROGRAMS:** Our company has performed all manner of the scope of services for residential rehabilitation, reconstruction, elevation and new construction in disaster recovery programs throughout the United States. Furthermore, having worked in several programs, the entire senior management team is experienced in both FEMA programs and HUD CDBG-DR programs and we understand the complexities of the regulations and policies that govern housing recovery work.
  
- **PROVEN GENERAL CONSTRUCTION KNOWLEDGE:** Our firm has been in continuous operation in the residential house moving/elevation/mitigation building industry for more than 55 years and has elevated thousands of residential units throughout that time. Our firm holds construction licenses in multiple jurisdictions around the country and has the aptitude and capacity to manage the completion of work on milestone payment basis. We have successfully performed projects involving Davis Bacon Act compliance in which we were required to submit payroll documentation. Through our organizational experience, we can provide expert emergency repair services to the NCEM for designated property assignments.
  
- **PERFORMANCE RECORD MANAGING MULTIPLE HOUSING REHABILITATION AND ELEVATION PROJECT SCOPES:** Our understanding is that the Scope of Services includes interior repairs in the homes, exterior home repairs, general site work, rehabilitation, elevation, electrical, HVAC and hot water repairs and that the contractor must have the capability to manage multiple simultaneous projects and scopes of work over a wide geographic area. Ducky has developed a proven team capable of meeting these expectations and requirements.
  
- **TECHNICAL MANAGEMENT OF DISASTER RECOVERY HOUSING CONSTRUCTION:** Upon Project Kick-Off, Ducky will initiate contact with homeowners and, in cooperation with the state, will be responsible for site verification and initiating all work necessary to rehabilitate, repair or elevate residences in a safe, cost effective and timely manner.

Our team understands the technical aspects of project pricing and delivery of the projects to be performed with HUD CDBG-DR funds. ***Our construction management team has prepared hundreds of millions of dollars in disaster recovery housing work scopes – so our working knowledge of the technical details of residential rehabilitation and reconstruction construction as well as housing elevation construction – including Historic Preservation and Coastal building requirements – will enable us to quickly progress through the construction process.***



- **COMPLIANCE WITH PROGRAM REQUIREMENTS:** Ducky has extensive experience working in disaster recovery programs including CDBG-DR programs. We have seen many different program executions and are prepared to quickly adapt to the program requirements with respect to construction timing, inspections, milestone billing, change orders and general communications with the program. Further, we are familiar with providing warranty service once the job is complete and have partnered with a third party for the warranty period after one year. We pride ourselves on our ability to thoroughly engage the program and support its efforts in getting homeowners back into their homes following a devastating natural disaster. Through the use of our cloud based software Buildertrend, we can allow all interested parties including the homeowner, subcontractors, and Ducky's operational and accounting teams, to track the progress of their project.
  
- **FINANCIAL STRENGTH:** As you will see from our Annual Report, Letter of Support from our bonding company and letter of support from our bank, Ducky Johnson is highly financially stable and able to be supportive of payment terms consistent with construction projects. It is our general practice to support subcontractors through advance payments for completed work prior to receiving reimbursement from the program. Ducky's bonding capacity is \$20,000,000 with a credit capacity of \$20,000,000. The company's impeccable fiscal standing and work experience provides Ducky with a firm financial foundation and bonding capacity to meet all qualifications that might be requested.



## Experience

The team assembled under the Ducky Recovery, LLC. brings together a group of experts who have worked on CDBG-DR programs across the country for over ten years. Ducky has handled over \$100 million worth of housing projects at the federal, state and local levels. Ducky Johnson has leadership team members that will execute and oversee all aspects of the scope of services. Key program personnel and principals of the firm have been in the residential construction business for over 20 years. The primary firm, Ducky Johnson was formed on March 5, 2013 and the federal tax id is 46- 2269584. Our joint team 30+ employees, with plans to hire locally as part of our Section 3 plan. Our key personnel have a combined experience of more than 10 years in HUD CDBG- including services such as program management, construction management, regulatory compliance, environmental and safety, and customer and public relations.

### *A combined experience of more than 10 years in CDBG-DR*

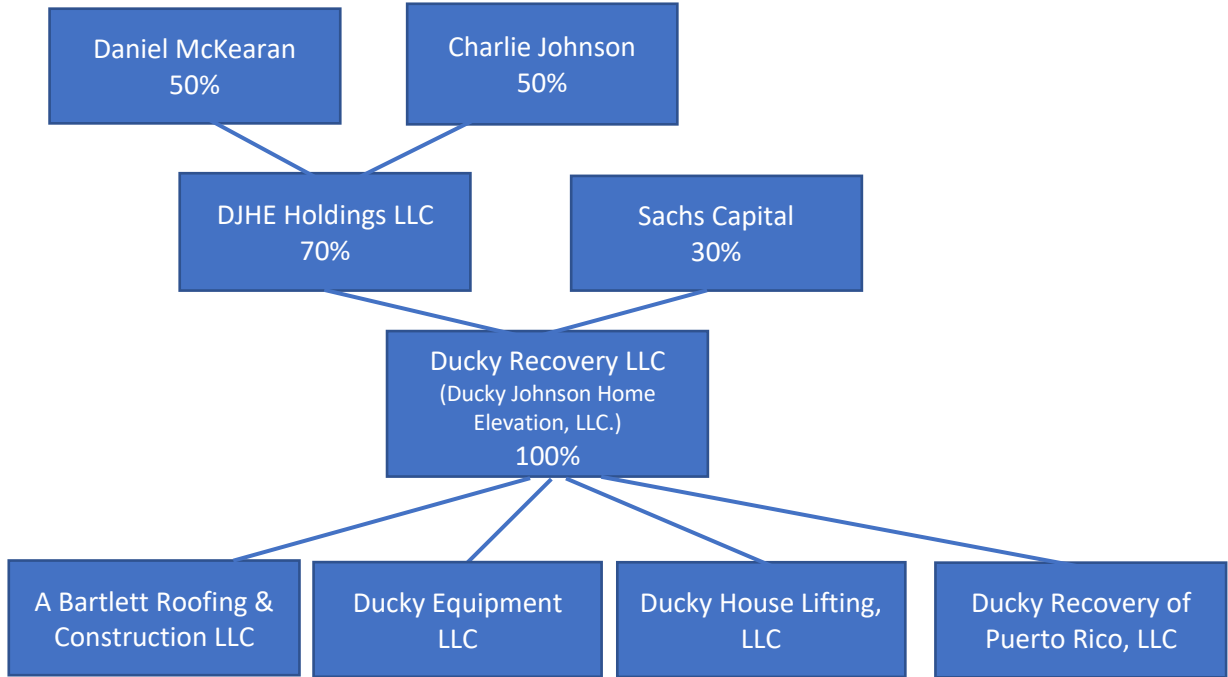
Ducky has performed recovery projects for city, county, state and federal government agencies. The team is fully equipped to ensure that all state and local building and zoning requirements are met and/or exceeded. The company has extensive experience executing rehabilitations and home elevations with private, state and federal funds including the use of CDBG-DR funds. Ducky has worked with a number of CDBG-DR funded programs including New York Job Order Contracting Program, New York Rising Housing Recovery Program, New York City Build it Back Department of Design and Construction, NYC Build It Back Repair Program Choose Your Own Contractor, New Jersey Low-to-Moderate Income Homeowners Rebuilding Program, Reconstruction Rehabilitation Elevation , RebuildNC Assistance for Hurricane Matthew, Rebuild Florida(DEO)- Hurricane Irma Housing Repair and Replacement Program, Texas Homeowner Assistance Program (HAP) and Mitigation Program Pathways B and C, Baton Rouge Housing Recovery. Other similar programs funded through other federal recovery funds include the Galveston County Severe Repetitive Loss Program, the Santa Rosa Island Authority Mitigation Grant Program, and Louisiana HMGP.

The entire Ducky team is committed to provide a safe work environment. Each team member knows that a safe job site is the responsibility of each individual and together we can make that happen.

Our team members have been employees managing construction directly for the government entities overseeing massive residential construction programs and contracted as vendors to several different governments as part of their residential recovery projects.

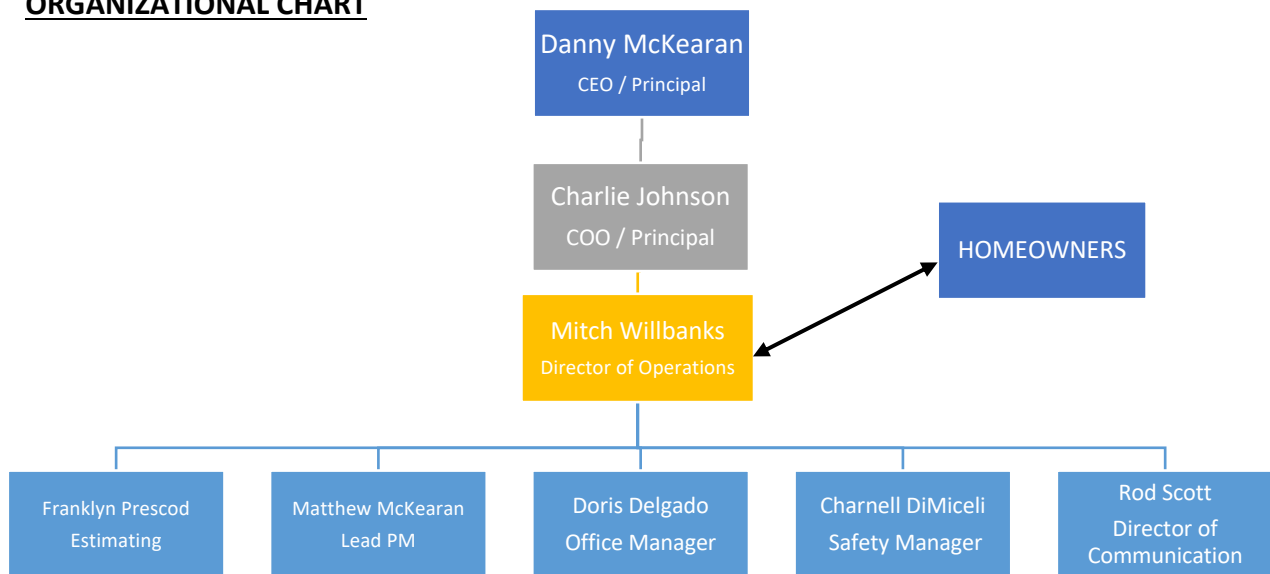


**COMPANY'S LEGAL STRUCTURE**



Ducky Recovery, LLC. is registered with the Florida Secretary of State and authorized to conduct business in the State of Florida under the name Ducky Recovery, LLC.

**ORGANIZATIONAL CHART**





## Key Staffing Profiles

Ducky Johnson realizes that its most important asset is its employees. Over the years, we have developed a deep and broad bench of employees who excel at numerous facets of the residential mitigation and construction industry. Our team complements each other and is able to work effectively to ensure timely responses to all job requirements. In addition to those highlighted below, we have a large available workforce to ensure project completion.

We will utilize a team of local Project Managers to supplement oversight on the jobs and coordinate with subcontractors. Mitch will be our Director of Operations for this program working from our Jacksonville office. A copy of Mitch's resume is attached for your consideration. Mitch will have full responsibility for direct communication with the program on status report for all projects. Mitch reports directly to the COO of the company who will have a keen interest in overseeing a successful completion of the projects. Weekly status reports will be submitted to the CEO and COO in addition to progress tracking via Buildertrend. In order to ensure all projects stay on track, Ducky Johnson will look to add another Director level person, in addition, if the number of projects exceeds 25 at any one point. We have a deep bench of experienced construction professionals in our organization and are prepared to deploy them as needed. In addition to Mitch, an administrative support team will provide cost estimating, billing, payables, insurance and bonding support to all of the team that are local to the construction site. All of our administrative personnel have worked in the residential construction industry for over 10 years and are highly familiar with HUD CDBG-DR programs.

### DANNY MCKEARAN – CEO/PRINCIPAL



Based in New Orleans, Louisiana, Mr. McKearan is dedicated to high standards of performance with a constant drive towards improved efficiencies with his thorough knowledge of the construction industry, McKearan has more than 20 years in the construction industry running the gamut from residential, commercial, civil & marine construction. He has managed multiple locations and been successfully responsive to multiple disasters simultaneously.

He formed DJHE in response to Superstorm Sandy along with Charlie Johnson. He saw this as an opportunity to use our respective skill sets to assist homeowners throughout the elevation a rehabilitation process in post disaster situations. DJHE has elevated and/or rehabbed over 1,500 homes to date as a result. Ducky Johnson is currently active in Texas, New York, New Jersey, Louisiana, North Carolina, and Florida.



**CHARLIE JOHNSON – COO/PRINCIPAL**



Based in Marianna, Florida, Mr. Johnson was born into the business as a 3rd generation structural mover. He started working actively in the field as a young teen obtaining a wealth of knowledge along the way. He has 25 years of hands on construction experience.

He travels internationally in search of the most innovative equipment in the moving industry. He purchased two of the only four hydraulic moving trailers in the United States. He purchased from New Zealand, the toe jack system, a highly efficient system for raising structures. He owns and operates the self-propelled remote-control powered dollies- only a few in the moving industry own and operate this technologically advanced equipment. He has also been featured in several magazines and cable network shows.

Mr. Johnson has elevated over 1 million square feet of homes in the Hazard Mitigation Grant Program and Severe Repetitive Loss programs of Louisiana. Relocated and elevated approximately five thousand homes and structures during ownership and management of Ducky Johnson House Movers in New Jersey, New York and throughout the Gulf Coast.

**MITCH WILBANKS – DIRECTOR OF OPERATIONS**



Experienced operation manager who has worked in several disaster areas over the last 25 years (Hurricane, Tornado, Hail, & Windstorm). Setting up locations and building the proper operational system for each location. Responsible for daily operations involving projects affected by natural disasters and reporting to program management on Job status.

**FRANKLYN PRESCOD- ESTIMATING**



Highly organized and detail-oriented professional with over ten years' experience working in the construction industry. Team leader with strong work ethic who goes above and beyond tasks assigned. Organizes and manages the preconstruction, billing and daily workflow for 70 rehabilitation and elevation projects in the NYC Build-It-Back Hurricane Sandy disaster recovery program.



**MATT MCKEARAN – LEAD PROJECT MANAGER**



Works as a project manager managing jobs that are within storm recovery program and has over 10 years' experience in construction. Schedules subcontractors to perform work and communicates with homeowners. Proficient in reading construction plans, directing workers, and scheduling all future work. Responsible for enforcing and updating associated safety regulations, maintain JHA reports. Will act as dedicated Quality Control Manager during the duration of the project.

**DORIS DELGADO- OFFICE MANAGER**



Dedicated bilingual administrative professional with over twenty years of experience in the construction and disaster recovery industry. Proficient in billing, payables, safety, insurance, and bonding. Highly effective communicator with ability to quickly adapt to a situation. Accustomed to a high volume environment.

**ROD SCOTT-DIRECTOR OF COMMUNICATIONS**



Mr. Scott has over 30 years of construction contracting experience. That experience includes specializing in historic renovation projects and flood damage repairs. The historic preservation experience is in both residential and non-residential structures. Rod is certified as a Flood Plain Manager, CFM.

**CHARNELL DIMICELI – SAFETY MANAGER**



Multi-skilled administrative professional and safety focused. Has been involved in numerous areas of DJHE's business including sales, invoicing and payroll. Charnell is a Licensed Practical Nurse (LPN) and holds OSHA 500, 510 and 30 certifications. As well as, EPA/HUD model Certified Lead Renovator and Lead Safety in the workplace.





## Why Danny?

- ✓ Diverse construction experience including several CDBG disaster recovery projects
- ✓ Innovative leader accustomed to quickly adapting to challenges
- ✓ Focused on execution and creating operational efficiencies

## Danny McKearan | CEO/Principal of Ducky Johnson

Mr. McKearan is dedicated to high standards of performance with a constant drive towards improved efficiencies. His thorough knowledge of the construction industry McKearan has more that 20 years in the construction industry running the gamut from residential, commercial, civil & marine construction. He has managed multiple locations and been successfully responsive to multiple disasters simultaneously.

### EXPERIENCE

Ducky Johnson Home Elevation LLC / Principal - Formed company in response to Superstorm Sandy along with Charlie Johnson. We saw this as an opportunity to use our respective skill sets to assist homeowners throughout the elevation a rehabilitation process in post disaster situations. DJHE has elevated and / or rehabbed over 1500 homes to date as a result. Ducky Johnson is currently active in Texas, New York, New Jersey, Louisiana, Florida and Puerto Rico.

Titan Lifetime LLC / Owner - Performed over 40 Turn Key Elevation Projects throughout Louisiana in the HMGP / SRL Programs. While active in program, Titan Lifetime was given a rating of 5/5 when the HMGP program was rating contractor execution. Exited the program to begin consulting directly for traditional house raising companies.

McKearan Contracting / Consultant - As a consultant, my customers were Ducky Johnson House Movers LLC, Gulf Coast Lift LLC, Patterson Structural Moving & Shoring LLC: Acted as liaison between the various funding programs and the Elevation Contractors; Established workflow to scale companies to meet demands; Assisted in hiring as scaling required.

Mike Rozier Construction / Project Manager – Managed scattered lot building development throughout Louisiana and Mississippi. Preliminary estimate of project, selection and awarding of subcontractors, contract administration with parishes and cities. Managed project from empty lot through owner turnover.

### ASSOCIATIONS MEMBERSHIPS

Better Business Bureau  
 International Association of Structural Movers  
 Greater Houston Builders Association  
 Northeast Florida Builders Association

### EDUCATION

**University of Southern Mississippi** – Hattiesburg, MS – May 1999 Construction Engineering Technology ( Construction Management), BS  
**Continued Education** – Construction Law, USM  
 Location: New Orleans





## Charlie Johnson | Owner/Principal of Ducky Johnson

### Why Charlie?

- ✓ Has a strong background in home elevation and relocation
- ✓ In depth experience in mobile and modular home construction and installation
- ✓ Tireless worker dedicated to improving the quality of structures across the country

Mr. Johnson was born into the business as a 3rd generation structural mover. He started working actively in the field as a young teen obtaining wealth of knowledge along the way. He has 25 years of hands on construction experience.

He travels internationally in search of the most innovative equipment in the moving industry. He purchased two of the only four hydraulic moving trailers in the United States. He purchased from New Zealand, the toe jack system, a highly efficient system for raising structures. Owns and operates the self-propelled remote-control powered dollies. Only a few in the moving industry own and operate this technologically advanced equipment. Have been featured in several magazines and cable network shows.

### RELATED EXPERIENCE

Elevated over 1 million square feet of homes in the Hazard Mitigation Grant Program and Severe Repetitive Loss programs of Louisiana. Relocated and elevated approximately five thousand homes and structures during ownership and management of Ducky Johnson House Movers in New Jersey, New York and throughout the Gulf Coast.

### EXPERIENCE

Ducky Johnson Home Elevation LLC / Owner and Operator – March 2013 – present  
Ducky Johnson House Movers Inc / Owner and Operator – June 1992 – present

Hosted the 2010 and 2012 International Association of Structural Movers (IASM) states of Florida, Louisiana, Pennsylvania and Indiana. Relocated the historical Cape San Blas lighthouse approximately 14 miles. The longest recorded move of a lighthouse on land. Elevated (14) brick slab floor apartment complexes for the Mobile Housing Board in Mobile, AL. Relocated the historical Wakulla County Courthouse. Relocated numerous homes via barge. Relocated a resurrected Civil War ship and placed it in a museum.

### IASM AWARDS

1983 Longest Structure Moved by Land and Sea  
1987 Most Innovative Move  
1999 Heaviest Structure Moved  
2002 Heaviest Structure Moved on Rubber Tire Dollies  
2005 Heaviest Structure Moved on Rubber Tire Dollies  
2009 Longest Structure Moved  
2009 Heaviest Building Moved on Rubber Tires  
2010 Tallest Structure Moved  
2011 Heaviest Building Moved Not on Rubber Tires  
2015 Tallest Structure Moved



## Mitch Wilbanks | Operations Manager

### Why Mitch?

- ✓ Experienced manager in startup operations and provide quick disaster response
- ✓ Expert roofing background
- ✓ Process oriented and capable of overseeing many locations simultaneously

### **Ducky Johnson Home Elevation LLC - Operations Manager**

Operation Management Skills: Worked in several disaster areas over the last 25 years (Hurricane, Tornado, Hail, & Windstorm). Setting up locations and building the proper operational system for each location.

States worked in: Arkansas, Louisiana, Texas, Oklahoma, Mississippi, Florida, Arizona, Colorado, Kansas, Missouri, Montana, New York, New Jersey, and Puerto Rico.

- Responsible for daily operations involving projects affected by natural disasters
- Liaison with the NY Build It Back Program – CDBG-DR to help closeout jobs
- Managing office staff and present managers
- Developing construction strategies to design and execute performance for various projects.
- Reporting to program management jobs status
- Setting up new locations
- Providing oversight of construction sites to ensure that all construction projects are completed on schedule and within budget
- Work with safety units and manage safety programs for projects and make sure all safety aspects are met
- Trained and mentor other employees on safety requirements and project management
- Analyze engineering plans
- Coordinate with contractors in scheduling of projects to ensure we met deadlines
- Keep track of project status and budget using BuilderTrend

### **ReRoof America Contractors - Regional Manager**

- Managing locations across several states
- Hire and train sales and production staff
- Open new locations after major disaster events
- Research new advances and alternative methods of efficiency
- Administer inventory and facility layout
- Reviewed financial statement and date to manage cost and budgets
- Worked closely with upper management in strategic plan for operations activity
- Monitor various departments involving warehouse and distribution of goods





## Franklyn Prescod | Estimating Manager

Highly organized and detail-oriented professional with over ten years experience working in the construction industry.

### EXPERIENCE

#### **Ducky Johnson Home Elevation LLC - *Project Manager***

Organizes and manages the preconstruction, billing and daily workflow for 70 elevation projects in the NYC Build-It-Back Hurricane Sandy disaster recovery program. Responsibilities includes but not limited to the following;

- Reviewed over 60 Applications for elevation projects with program officials prior to construction start. This included review of schematic designs and construction documents, cost estimating and negotiating.
- Created and manages worksheets/tracking systems for billing, scheduling and change orders.
- Solicited bids and negotiated pricing with sub-contractors.
- Manages the invoicing for all projects totaling \$35 million to date.
- Manages change order submission for all projects with \$9.5 million approved to date.

#### **Institute for Building Technology and Safety *Elevations Pre-construction Manager***

Manages day to day operations of the Preconstruction department for the Elevation of homes damaged by Hurricane Sandy through the NYC Build it Back Mayor's office of Housing Recovery Operations.

- Wrote the SOP for Preconstruction under the Rehabilitation with Elevations Program.
- Created the Scoping templates currently being used for all Applications under the Elevations program in accordance with BIB guidelines through Xactimate software.
- Moderated and reviewed over 300 Applicants in the BIB program in accordance with Preconstruction agenda and BIB guidelines. Agenda included but not limited to; reviewing Environmental Reports, planning according to Site Logistics, updating scope of work in live time through Xactimate for quantity take-offs.
- Produced weekly reports for senior QA/QC managers highlighting deficiencies in construction documents and scope of work.

### EDUCATION

**Associate of Arts** - Business Administration; **Kingsborough Community College** – Brooklyn, NY - Coursework in Finance Accounting and Business Principles

### Why Franklyn?

- ✓ Diverse construction background with strong experience in CDBG-DR programs
- ✓ Skilled adjuster with advanced Xactimate knowledge
- ✓ Accustomed to high volume environments and able to effectively multi-task



Matthew McKearan | Lead Project Manager

### Why Matt?

- ✓ Diverse construction background with heavy CDBG-DR experience
- ✓ Safety focused with advanced safety training
- ✓ Accustomed to high volume production environment with varied job scopes

## EXPERIENCE

### Ducky Johnson Home Elevation LLC/ Ducky Recovery, LLC

*NYC Build It Back Program and ReBuildNC - CDBG-DR*

- Worked as a lead project manager managing job that are within storm recovery program. Scheduled subcontractors to perform work. Communicated with homeowners. Manages budget for job. Proficient in reading construction plans, directing workers, and scheduling all future work.
- Safety Coordinator: responsible for enforcing & updating associated safety regulations, maintain JHA reports. Managing scheduling and verification of new hires of OSHA 10 hours.

*NJ RREM (Reconstruction, Rehabilitation, Elevation, & Mitigation) Program - CDBG-DR*

- Worked as field superintendent in both the home elevation & general contracting departments.
- Worked as township permit coordinator.

### Titan Lifetime LLC

- Worked full-time doing commercial roof repairs.

### Creative Edgeworks

- Worked as full-time employee fabricating and installing granite, marble, and slate stone countertops.
- Proficient at using multiple power tools, table saws, and grinders related to stone fabrication.
- Contacting and meeting with contractors and customers to set appointments to measure jobs, give estimates, and install final product.

### Butler Fleet Services

- Worked as temporary employee following Hurricane Katrina.
- Performed maintenance on generators for Bell South in the southern LA and MS areas.
- Drove company truck and serviced generators independently.

## CERTIFICATIONS

OSHA 30 hour

Confined Space Training

Scaffolding 4 hours

EPA/HUD Model Certified Lead Renovator – Ex. 9/15/2021

## EDUCATION

**Delgado Community College** – New Orleans, LA – Associate’s Degree, Construction Management





### Why Rod?

- ✓ Certified floodplain manager with diverse experience elevating and preserving homes
- ✓ A specialist in rehabilitating historical structures
- ✓ National award winning outreach education programs

## Rod Scott | Director of Communication

Mr. Scott has over 30 years of construction contracting experience. That experience includes specializing in historic renovation projects and flood damage repairs for both residential and non-residential structures.

In 2014 Rod was certified as a Flood Plain Manager, CFM. Since 2014 he has provided professional continuing education programs for architects, engineers, code officials, flood plain managers and others about wet and dry flood proofing. In 2017 Rod completed a “Steps to Elevation” program for the International Association of Structural Movers – IASM. This program educates property owners about how to plan, finance and execute flood mitigation/elevation projects.

### EXPERIENCE

Pioneered the use of federal and state tax credits along with property tax incentive programs for the repair of flood damaged historic buildings after the 2008 Iowa flooding. All of these programs required a working knowledge of scopes of work and the Secretary of the Interiors “Standards for rehabilitation”.

Since 2008, Rod has been involved in the planning, financing and execution of hundreds of structural elevation/flood mitigation projects. Rod pioneered post flood disaster education outreach about flood mitigation elevation in upstate NY after Irene (2008) and re-deployed an improved version after Sandy (2012) in NJ and NY. This effort won the ASFPM 2014 National Flood Proofing Award.

In January 2018, Rod joined Ducky Johnson Home Elevation, LLC as the Director of Communications and Outreach and Historic Specialist.

### NOTABLE HISTORIC PROJECTS

- Flood mitigation – Elevation of 3 Santa Fe Railroad Historic District buildings in Ft. Madison, IA
- Financial incentives applications for \$45 million rehabilitation expenditures on disaster damaged historic buildings – under \$3 million projects

### AWARDS

- 2009 Governor of Iowa Volunteer award for Flood recovery as Chair of Preservation Iowa
- 2010 International Association of Structural Movers – IASM “Heaviest Structure Moved”
- Project Manager – Czech and Slovak National Museum and Library, Cedar Rapids, IA
- 2016 International Association of Structural Movers – IASM “Special Award Historic Structure Preservation Consultant for the relocation and reconstruction of the 1699 Hoyt Barnum House, Stamford, CT

### MEMBERSHIPS

Association of State Flood Plain Managers – ASFPM  
 Louisiana Flood Plain Managers Association – LFMA  
 National Trust for Historic Preservation – NTHP



## Charnell DiMiceli | Safety Manager



**Southeastern Louisiana University** – May 2004 - January 2006 / Spring 2009  
**Louisiana Technical College - Sullivan Campus** – August 2006 - December 2007  
 Location: New Orleans, LA

Safety manager for all Ducky's locations. Responsible for employee and subcontractor safety training and monitoring, creating and sending out monthly safety newsletters, and companies required safety documentation. As well as working directly with the company's workman's compensation representative to continue to improve safety efforts.

Other Responsibilities include communication with customers and auditing documentation system to make sure all customers are being handled in a timely and appropriate manner. Manage all incoming calls for the entire company and forward to the appropriate branch and/or sales person. Create and distributes weekly reports for owners. Proficient in Zoho & Builder trend (Online documentation system), Microsoft Word, Excel, and Powerpoint.

Worked in NJ RREM Program (CDBG-DR), NYC Build it Back Program (CDBG-DR), ReBuildNC (CDBG-DR), and NC Step.

### Why Charnell?

- ✓ Safety focused with advance safety training.
- ✓ Diverse background with CDBG-DR experience.
- ✓ Accustomed to high volume production environment and commitment to training staff.

### EXPERIENCE

**Covington Orthopaedic and Sports Medicine Clinic /Clinic Manager, & ARP wave Lead**  
 April 2012 — June 2017: Responsible for overseeing other nurses and medical assistants working with Dr. Darr. Managed office Facebook account. Typed and created policy and procedures for clinical procedures. Proficient in musculoskeletal ultrasound unit, EMR, Microsoft Word, Excel, Powerpoint.

#### **Ochsner Medical Center – Covington, LA**

Conversed with patient/Doctor of Medical questions/medial conditions, Refilled prescriptions, Injections, Triage calls, Prior Authorizations, Administered medications, vaccinations, Vital Signs, scheduling appointments, starting IVs and administering IV medications, etc.

#### **St. Tammany Parish Hospital – Covington, LA**

Performed tasks in direct and indirect patient care. Roles include those of staff nurse and unit secretary. Including but not limited to: Vital signs, medication administration, full body assessments, order entry, starting IVs and administering IV medications, etc.

### LICENSE / CERTIFICATION

L.P.N-Louisiana State Board of Practical Nursing (expires January 2020)  
 Notary Public of New Jersey- Expires-8/4/2021  
 Notary Public of North Carolina- Expires-11/2023  
 Osha 30, 500, 510 certifications  
 EPA/HUD model Certified Lead Renovator  
 Lead Safety in the workplace

### ASSOCIATIONS

Phi Mu Fraternity Alumni



**RFP NO: 19-29; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT J**

**LIST OF PROPOSED SUB-CONTRACTORS (if applicable)**

Any and all sub-contractors are subject to approval by the County. Each Respondent shall submit any sub-contractors proposed to perform any portion of the required services as provided herein. Each Respondent shall submit any proposed sub-contractors qualifications, licensing, and certifications (including MBE/WBE/DBE)

Company Name	Division/Discipline	Primary Contact Name	Contact Number and Email Address
Gulf Breeze Plumbing	Plumbing Contractor	Brian Batte	850-203-1718
Tom & Sons Electric, Inc.	Electric Contractor	Thomas Douvres	850-995-9898
Mike and Michaels Electric LLC	Electric Contractor	James Simmons	850-434-5612



## Licensee Details

### Licensee Information

Name:	<b>DOUVRES, THOMAS JOHN JR (Primary Name)</b> <b>TOM &amp; SONS ELECTRIC, INC. (DBA Name)</b>
Main Address:	<b>3876 FOX RD</b> <b>PACE Florida 32571</b>
County:	<b>SANTA ROSA</b>
License Mailing:	
LicenseLocation:	<b>3876 FOX RD</b> <b>PACE FL 32571</b>
County:	<b>SANTA ROSA</b>

### License Information

License Type:	<b>Certified Electrical Contractor</b>
Rank:	<b>Cert Electrical</b>
License Number:	<b>EC0001508</b>
Status:	<b>Current,Active</b>
Licensure Date:	<b>06/10/1994</b>
Expires:	<b>08/31/2020</b>

### Special Qualifications      Qualification Effective

### Alternate Names

### [View Related License Information](#)

### [View License Complaint](#)

**2601 Blair Stone Road, Tallahassee FL 32399** :: Email: **Customer Contact Center** :: Customer Contact Center:  
850.487.1395

The State of Florida is an AA/EEO employer. **Copyright 2007-2010 State of Florida. Privacy Statement**

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

## Licensee Details

Licensee Information	
Name:	<b>BATTE, BRIAN ERIC (Primary Name)</b> <b>GULF BREEZE PLUMBING (DBA Name)</b>
Main Address:	<b>4531 SEA VISTA COURT</b> <b>GULF BREEZE Florida 32563</b>
County:	<b>SANTA ROSA</b>
License Mailing:	
LicenseLocation:	
License Information	
License Type:	<b>Certified Plumbing Contractor</b>
Rank:	<b>Cert Plumbing</b>
License Number:	<b>CFC1425803</b>
Status:	<b>Current,Active</b>
Licensure Date:	<b>12/04/2002</b>
Expires:	<b>08/31/2020</b>
Special Qualifications	Qualification Effective
<b>Construction Individual</b>	<b>07/06/2006</b>
Alternate Names	
<u><a href="#">View Related License Information</a></u>	
<u><a href="#">View License Complaint</a></u>	

**2601 Blair Stone Road, Tallahassee FL 32399** :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. **Copyright 2007-2010 State of Florida. Privacy Statement**

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

## Licensee Details

### Licensee Information

Name: **SIMMONS, JAMES M (Primary Name)**  
**MIKE AND MICHAEL'S ELECTRIC LLC (DBA Name)**

Main Address: **2803 WEST BOBE ST**  
**PENSACOLA Florida 32505**

County: **ESCAMBIA**

License Mailing:

LicenseLocation:

### License Information

License Type: **Registered Electrical Contractor**

Rank: **Reg Electrical**

License Number: **ER0006312**

Status: **Current,Active**

Licensure Date: **04/09/1979**

Expires: **08/31/2020**

### Special Qualifications

Special Qualifications	Qualification Effective
<b>Escambia</b>	<b>06/10/2004</b>

### Alternate Names

### [View Related License Information](#)

### [View License Complaint](#)

**2601 Blair Stone Road, Tallahassee FL 32399** :: Email: **Customer Contact Center** :: Customer Contact Center:  
850.487.1395

The State of Florida is an AA/EEO employer. **Copyright 2007-2010 State of Florida. Privacy Statement**

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.



St. John's County Board of County Commissioners  
 RFP NO: 19-29 Request for Proposal  
 CDBG-DR Owner Occupied Rehabilitation/Elevation/Reconstruction

**Licensing and Certifications:**

Ducky Johnson is a license holder in several states with a firm foundation to meet any and all qualifications that might be requested. **Any other license required shall be secured prior to entering any contractual agreement.**

Entity /License Holder	State	Type of License, Certificate or Registration	License, Certificate, or Registration Number	Date Issued
Ducky Johnson Home Elevation LLC	Florida	City Registration	CR-2158	5/16/2018
Ducky Johnson Home Elevation LLC	Florida	Florida Dept of State Regulation License	RB29003705	1/23/2018
Ducky Johnson Home Elevation LLC	Florida	Certified General Contractor License	CGC1526755	8/3/18
Ducky Johnson Home Elevation LLC	Florida	Certified Building Registration	AEC-2158	5/16/18
Ducky Johnson Home Elevation LLC	Florida	Contractor Business Tax	294674	5/15/18
Daniel McKearan	Florida	Contractor Qualifying Agent	294676	5/15/18
Ducky Johnson Home Elevation LLC	Florida	City of Jacksonville, FL	DB-57	12/8/2017
Ducky Johnson Home Elevation LLC	Louisiana	Commercial License	59852	4/17/2016
Ducky Johnson Home Elevation LLC	Louisiana	Residential License	885438	8/20/2018
Ducky Johnson Home Elevation LLC	New Jersey	Home Improvement Contractor	13VH07528900	6/24/2013
Ducky Johnson Home Elevation LLC	New Jersey	New Home Builder	048155	1/31/2016
Ducky Johnson Home Elevation LLC	New Jersey	Home Elevation Contractor	13HE00000500	11/5/2014
Ducky Johnson Home Elevation LLC	New York	Home Improvement Contractor	2003972-DCA	2/28/2014
Daniel McKearan (CEO of Ducky Johnson)	New York	Home Improvement Salesman	2003970-DCA	2/28/2017
Daniel McKearan (CEO of Ducky Johnson)	New York	Certification as a Retailer of Manufactured Homes	1RET01169L002	11/5/2015
Charles Johnson (COO of Ducky Johnson)	New York	Certification as a Retailer of Manufactured Homes	1RET01169L001	11/5/2015
Ducky Johnson Home Elevation LLC	New York	DJHE Certification as a Retailer of Manufactured Homes	1RET01169	11/5/2015
Ducky Johnson Home Elevation LLC	New York	Home Improvement Contractor	54055-H	9/4/2014
Ducky Johnson Home Elevation LLC	North Carolina	Residential Unlimited License	80461	7/31/18
Ducky Johnson Home Elevation LLC	North Carolina	Building Unlimited License	80461	8/21/18
Daniel McKearan (CEO of Ducky Johnson)	South Carolina	South Carolina Residential Builders License	49960	10/26/2016
Ducky Johnson Home Elevation LLC	South Carolina	Residential Builders License	RBC 569	10/18/18

## *State of Florida* *Department of State*

I certify from the records of this office that DUCKY RECOVERY LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on November 17, 2017.

The document number of this limited liability company is M17000009831.

I further certify that said limited liability company has paid all fees due this office through December 31, 2019, that its most recent annual report was filed on May 23, 2019, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-third day of May, 2019*

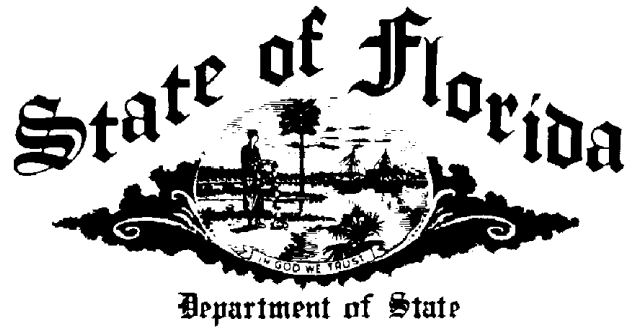


  
*Secretary of State*

Tracking Number: 5580023518CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



State of Florida  
Department of State

I certify the attached is a true and correct copy of the Amendment to the Application of a Foreign Limited Liability Company, filed on March 21, 2019, for DUCKY JOHNSON HOME ELEVATION LLC which changed its name to DUCKY RECOVERY LLC, a Delaware limited liability company authorized to transact business in Florida, as shown by the records of this office.


I further certify the document was electronically received under FAX audit number H19000097285, and this certificate issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this limited liability company is M17000009831.

Authentication Code: 919A00005837-032519-M17000009831-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Twenty-fifth day of March, 2019



  
Secretary of State



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**MCKEARAN, DANIEL PATRICK**

DUCKY JOHNSON HOME ELEVATION LLC  
5333 RIVER ROAD SUITE D  
HARAHAN LA 70123

**LICENSE NUMBER: CGC1526755**

**EXPIRATION DATE: AUGUST 31, 2020**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

RB29003705

The BUILDING CONTRACTOR

Named below HAS REGISTERED

Under the provisions of Chapter 489 FS.

Expiration date: AUG 31, 2019

(INDIVIDUAL MUST MEET ALL LOCAL LICENSING  
REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

MCKEARAN, DANIEL PATRICK  
DUCKY JOHNSON HOME ELEVATION LLC  
7069 JEFFERSON HIGHWAY  
HARAHAN LA 70183



ISSUED: 02/19/2018

DISPLAY AS REQUIRED BY LAW

SEQ # L1802190000663





St. John's County Board of County Commissioners  
 RFP NO: 19-29 Request for Proposal  
 CDBG-DR Owner Occupied Rehabilitation/Elevation/Reconstruction

ADD ANY CERIFICATE

**United States Environmental Protection Agency**

This is to certify that



Ducky Johnson Home Elevation LLC

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

**In the Jurisdiction of:**

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires December 11, 2023

NAT-F118105-2  
 Certification #  
 November 02, 2018  
 Issued On



*Michelle Price*

Michelle Price, Chief  
 Lead, Heavy Metals, and Inorganics Branch





**SECTION 4:**

**PRICING**

**RFP NO: 19-29; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT A  
COST PROPOSAL**

Each Respondent shall submit proposed hourly rate of their Project Manager (defined below) as part of their construction team as required for all projects under the scope of this RFP. This hourly rate shall be inclusive of all fringe, overhead, profit, insurance, bond, travel, incidental expenses, or any other costs associated with providing the respective scope of work. Each awarded Firm shall be required to submit pricing proposals as described in the scope of work as described herein. All pricing proposals submitted shall have the Project Manager hourly rate clearly identified as a separate line item.

Project Manager Hourly Rate \$ 60.00

***Project Manager - Analyze and coordinate the schedule, timeline, procurement, staffing, and budget of a product or service on a per project basis. Lead and guide the work of technical staff. May serve as a point of contact for the client or customer.***



**SECTION 5:**

**RELATED EXPERIENCE**



Similar Disaster Recovery Projects

**PROJECT:** New York City Build It Back

**CLIENT AGENCY:** New York City Mayor’s Office of Housing Recovery (HRO)

**ALWAYS ABOVE WATER**



*Ducky Role:* DJHE performed almost 300 rehabilitation and elevation projects in this program.



The New York City Build It Back program, administered by the Mayor's Office of Housing Recovery, was created to assist homeowners, landlords, renters, and tenants affected by Hurricane Sandy within the five boroughs. The program offers multiple pathways to assist, including property rehabilitation or reconstruction, reimbursement for repair work already carried out, and acquisition of homes. The primary goal of the program is to make Sandy-affected New Yorkers and communities safer and more resilient.

**PROJECT:** Rebuild Florida – Hurricane Irma Housing Repair and Replacement Program

**CLIENT AGENCY:** Florida Department of Economic Opportunity



*Ducky Role:* DJHE is currently engaged in rehabilitation projects in this program. Ducky is actively working on repairing homes across the State of Florida and had the privilege to be the first contractor to complete a project under this program.

Rebuild Florida is a program of the Florida Department of Economic Opportunity (DEO) created to help Florida’s long-term recovery efforts from the devastating impacts of Hurricane Irma. The Rebuild Florida Housing Repair and Replacement Program is helping eligible homeowners impacted by Hurricane Irma by repairing, rebuilding or replacing damaged homes across the hardest-hit communities.

**PROJECT:** New Jersey Rehabilitation, Reconstruction, Elevation and Mitigation (RREM) Program

**CLIENT AGENCY:** New Jersey Department of Community Affairs (DCA)



*Ducky Role:* DJHE performed over 300 rehabilitation and elevation projects in this program.

The RREM Program provides grant awards to the primary residences of homeowners for activities necessary to restore their storm-damaged homes, including reconstruction, rehabilitation, elevation and/or other mitigation activities. The Department of Community Affairs (DCA) administers the RREM Program with federal funding provided through Community Disaster Block Grant Disaster Recovery (CDBG-DR) funds allocated to New Jersey by the U.S. Department of Housing and Urban Development (HUD).





**St. John’s County Board of County Commissioners**  
**RFP NO: 19-29 Request for Proposal**  
**CDBG-DR Owner Occupied Rehabilitation/Elevation/Reconstruction**

Additionally, the RREM Program ensures that homeowners participating in the program can comply with federal elevation requirements for structures located in flood plains. (86 home elevations/reconstructions.)

**PROJECT:** ReBuildNC – Rehabilitation/Reconstruction  
**CLIENT AGENCY:** Robeson County, North Carolina



Ducky’s Role: Ducky is currently engaged in this program performing rehabilitations and reconstructions.

The program provides grant awards to the primary residences of homeowners for activities necessary to restore their storm-damaged homes, including reconstruction, rehabilitation, elevation and/or other mitigation activities. The County of Robeson received a Community Development Block Grant – Disaster Recovery (CDBG-DR) award by the North Carolina Department of Emergency Management.

**PROJECT:** Puerto Rico – Tu Hogar Renace Program

**CLIENT AGENCY:** Departamento de la Vivenda – Gobierno de Puerto Rico



Ducky Role: DJHE performed over 400 shelter in place projects in this program.

Managed by the government of Puerto Rico, a homeowner’s primary residence may be eligible for necessary repairs to return the home to safe, sanitized, and secure conditions. Work includes repairs to keep roofs from leaking, replacement of damaged windows and doors, repairs to damaged walls, and water heaters.

**PROJECT:** NC STEP- Florence

**CLIENT AGENCY:** State of North Carolina- Division of Emergency Management (NCEM)



Ducky Role: We performed over 280 projects in this program. The program provided basic, partial repairs to make homes safe, clean and secure to help North Carolina homeowners with minor damage from Hurricane Florence get back in their home quickly and so the homeowner and family can live at

home while longer-term repairs continue. Work included repairs to roofs from leaking, replacement of windows and doors, repairs to damaged walls and floors, replacing insulation, making sure one working bathroom in home. It also provided window units with heat, microwaves, and hot plates.



Other Disaster Recovery Projects

PROJECT: ReBuildNC – MHU Program



CLIENT AGENCY: Robeson County, North Carolina



Ducky Role: DJHE was engaged by Robeson County in North Carolina to clear and remove old units, source new units, transport and install/activate up to 50 MHU’s for the County.

The County of Robeson received a Community Development Block Grant – Disaster Recovery (CDBG-DR) award by the North Carolina Department of Emergency Management. Contingent upon this award, the Robeson County Board of Commissioners solicited proposals for mobile home unit (MHU) replacement services under the North Carolina CDBG-DR program. Services provided through this contract include replacement of single and double wide MHU (2BR/2BA, 3BR/2BA, 4BR/2BA) standard units as well as (2BR/2BA, 3BR/2BA, 4BR/2BA) units meeting ADA compliance requirements.

PROJECT: NJ LMI - Manufactured Housing Units (“MHU”) within the Reconstruction, Rehabilitation, Elevation and Mitigation (“RREM”) Program and the Low-to-Moderate Income (“LMI”) Homeowners Rebuilding Program



CLIENT AGENCY: New Jersey Department of Community Affairs (DCA)



Ducky Role: DJHE performed a combination of mobile home & modular home elevations & new installations within this program. Total of over 60 projects were performed. The Scope of Services included supply of MHU, install and activate MHU’s, relocating as needed, deactivating old MHU’s and any necessary site work.

The Low-to-Moderate Income Homeowners Rebuilding Program is funded with \$50 million in U.S. Department of Housing and Urban Development Community Development Block Grant-Disaster Recovery funds. A portion of the \$50 million is set aside for substantially damaged manufactured homes. The LMI program was designed specifically qualify low-to-moderate-income based on their household adjusted income at the time of submitted application. Homes that were substantially damaged by Sandy – the damage was more than 50 percent of the pre-storm value of the home – are given priority.



**St. John’s County Board of County Commissioners**  
**RFP NO: 19-29 Request for Proposal**  
**CDBG-DR Owner Occupied Rehabilitation/Elevation/Reconstruction**

**PROJECT:** NY Rising – Mobile/Manufactured Home Purchase Program

**CLIENT AGENCY:** New York Rising Program- Governor’s Office of Storm Recovery



*Ducky Role:* DJHE performed new installations of manufactured homes within this program. Total of over 25 projects were performed. The Scope of Services included: supplying of MHU, installing and activating MHU’s, relocating as needed, deactivating old MHU’s and any necessary site work.

The Program provided mobile/manufactured home owners with the funds to purchase a new manufactured home which must be located on a site outside of the 100-year floodplain.

**PROJECT:** Baton Rouge – Mobile Home Units, FEMA Trailers Haul and Install IDIQ

**CLIENT AGENCY:** Army Corps of Engineers



*Ducky Role:* DJHE hauled and installed over 130 units, ranging in size to 1 bedroom to 3 bedroom in a two-week timeframe to majority of individual sites and some group sites.

At the State of Louisiana’s request, FEMA provided mobile homes as a last resort to some August 2016 flood survivors who were unable to find temporary housing. Mobile homes remain a temporary housing resource until victims can return to their permanent home.

**PROJECT:** Texas Homeowner Assistance Program (HAP)

**CLIENT AGENCY:** Texas General Land Office



*Ducky Role:* We are currently engaged in rehabilitation and reconstruction projects in this program across the State of Texas.

The Texas General Land Office (“GLO”) program provides grant awards to residences of homeowners for rehabilitation, reconstruction, and new construction of single-family residential structures in compliance with local, Federal, and State statutory requirements for grants under the HUD CDBG-DR program for the 2015 and 2016 Texas flood events, Hurricane Harvey, and future CDBG-DR allocations.





**List of References**

	<u>New York City</u> Build it Back Program	<u>New York Rising</u> Manufactured Home Program	<u>New Jersey</u> Reconstruction, Rehabilitation, Elevation and Mitigation Program
Contact Name	Sergio Ramirez	Lindsey Williams	Samuel Viavattine
Contact Title	Director of Construction	Manufactured Home Program Manager	Deputy Commissioner at NJ Dept. of Community Affairs
Contact Phone No.	(407) 247-5437	(601) 955-0556	(609) 633-1328
Contact Email	<a href="mailto:Sergio@ksbr-llc.com">Sergio@ksbr-llc.com</a>	<a href="mailto:Lindsey.williams@hornellp.com">Lindsey.williams@hornellp.com</a>	<a href="mailto:Samuel.viavattine@dca.nj.gov">Samuel.viavattine@dca.nj.gov</a>
Project Description	Turnkey home rehabilitation and elevation	Mobile and modular home delivery & installation and elevation	Turnkey home rehabilitation and elevation
Service Dates	2014 to 2018	2014 to 2017	2013 to 2018
Size of Project	\$45 million	\$9 million	\$7.4 million
Response Time	Projects completed between 90 and 120 days	Projects completed between 90 and 120 days	Projects completed between 90 and 120 days
Key Staff	Justin Palmer Franklyn Prescod Matthew McKearan	Daniel McKearan Charles Johnson Justin Palmer	Daniel McKearan Charles Johnson Justin Palmer Matthew McKearan

**Credit References**

Hancock Whitney Bank Attn: Benji Richoux 888 Howard Avenue Biloxi, MS 39530 (228) 224-9551 <a href="mailto:Benji.Richoux@hancockwhitney.com">Benji.Richoux@hancockwhitney.com</a>	Jahns Structure Jacking Systems Attn: Jodie Jahns 15 South First Street Elburn, IL 60119 (630) 365-2455 <a href="mailto:jsjs1985@att.net">jsjs1985@att.net</a>	Kings Ready Mix PO Box 419529 Boston, MA 02241 (718) 939-3030
--	---	--

**RFP NO: 19-29; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT C**

**REFERENCE FORM**

**Respondent's Name:** Ducky Recovery, LLC.

The Respondent must list a minimum of three (3) separate and verifiable client references, other than the County, for which work **similar in nature to that described in this solicitation** has been performed for a period of at least two (2) continuous year(s). Any information not submitted on this attachment shall not be considered. The same reference may not be listed as more than one (1) reference (for example, if the Respondent has completed one project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one (1) of the projects may be listed because the client, the Florida Department of Transportation, is the same). The County shall choose two (2) references at random to contact. Confidential client references shall not be included. (Please provide at least two (2) Contact Names for each client.)

**DO NOT LIST COUNTY WORK ON THIS FORM**

<b>Company Name:</b>	Compass 82
Address:	1027 Hooper Avenue Bldg.1, 2nd floor, Toms River, NJ 08753
Contact Name:	Sue Marticek
Alternate Contact Name:	
Phone:	848-220-8282
Email:	smarticek@compass82.org
Description of Work:	Turnkey home rehabilitations and elevations
Service Dates:	2012 To 2018
Approximate Contract Value:	\$ 10,000,000
<b>Company Name:</b>	Horne LLP.
Address:	1020 Highland Colony Parkway, Suite 400 Ridgeland, MS 39157
Contact Name:	Lindsey C. Williams
Alternate Contact Name:	
Phone:	601-955-0556
Email:	Lindsey.Williams@hornellp.com
Description of Work:	Mobile home demolition, delivery, setup, and elevation
Service Dates:	2014 To 2017
Approximate Contract Value:	\$ 9 Million
<b>Company Name:</b>	KSBR, LLC.
Address:	12414 Turtleback Ln, Austin, TX 78727
Contact Name:	Sergio Ramirez
Alternate Contact Name:	
Phone:	407-247-5437
Email:	sergio@ksbr-llc.com
Description of Work:	Turnkey home rehabilitation and elevation
Service Dates:	2014 To 2018
Approximate Contract Value:	\$ 45 Million

RFP NO: 19-29; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION

ATTACHMENT C (Cont.)

EVALUATION OF PAST PERFORMANCE  
(TO BE COMPLETED BY EACH REFERENCE)

Respondent's Company Name: Ducky Johnson  
Reference Company Name: Home LP  
Person Completing Form: Lindsey C. Williams  
Title: Government Services Manager

1. Briefly describe the work the contractor performed for your company.

The contractor performed repair and complete mobile/manufactured home replacements for the Mobile Home Programs under my supervision for the New York Governor's Office of Storm Recovery.

2. How well did the contractor adhere to the agreed upon schedule?

The contractor adhered greatly to the schedules for each project.

3. How would you rate the contractor's quality of work?

I would rate the contractor's work very high.

4. How would you rate the contractor's use of adequate personnel in quantity, experience and profession?

Ducky's staff was knowledgeable and experienced in this field and were able to complete all projects within the scheduled amount of time with only weather set backs out of their control.

5. How would you rate the contractor's use of appropriate equipment and methods?

I would rate the contractor's use of equipment and methods very high. They perform their work w/ safety at the upmost priority.

Reference's Signature

Lindsey C. Williams Date 6/4/2019

**RFP NO: 19-29; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT C (Cont.)**

**EVALUATION OF PAST PERFORMANCE  
(TO BE COMPLETED BY EACH REFERENCE)**

Respondent's Company Name: Ducky Recovery, LLC.  
Reference Company Name: KSBR, LLC.  
Person Completing Form: Sergio Ramirez  
Title: Principal

1. Briefly describe the work the contractor performed for your company.

**Ducky performed turn-key elevations on private residences impacted by Hurricane Sandy for the New York Build It Back program.**

2. How well did the contractor adhere to the agreed upon schedule?

**Ducky provided oversight of construction sites to ensure that they adhered to productivity standards, deadlines, and agreed upon work schedules.**

3. How would you rate the contractor's quality of work?


**Ducky's quality of work is highly rated.**

4. How would you rate the contractor's use of adequate personnel in quantity, experience and profession?

**Ducky's staff is highly trained in professionalism and understands the importance of providing high quality of work to their customers.**

5. How would you rate the contractor's use of appropriate equipment and methods?

**Ducky is very knowledgeable with all equipment and methods needed for their jobs and keep safety as a priority throughout their work.**

Reference's Signature  Date 6/14/2019

**RFP NO: 19-29; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT C (Cont.)**

**EVALUATION OF PAST PERFORMANCE  
(TO BE COMPLETED BY EACH REFERENCE)**

Respondent's Company Name: Ducky Johnson Home Elevation

Reference Company Name: Compass 82

Person Completing Form: Susan Marticek

Title: Executive Director

1. Briefly describe the work the contractor performed for your company.

Ducky Johnson Home Elevation performed elevations on private residences impacted by Superstorm Sandy throughout the State of New Jersey. A large portion of their work was with residents who utilized the CBDG-DR funding available through the state's Reconstruction, Rehabilitation, Elevation and Mitigation Program (RREM). Ducky Johnson served as both a state-assigned contractor under the program's Pathway C and as a homeowner-chosen contractor under Pathway B. Working on RREM funded projects required that the staff at Ducky Johnson have a thorough understanding of CBDG-DR and ICC stipulations as delineated in the Stafford Act, HUD compliance standards, policies specific to New Jersey's program, and procedures specific to each individual pathway under that program. Many projects also required coordination between the mitigation efforts of the elevation contractor and the rehabilitation efforts of other contractors; a task at which Ducky Johnson excelled.

2. How well did the contractor adhere to the agreed upon schedule?

Since 2012 Ducky Johnson has made a name for itself as one of, if not the most reputable house lifter in New Jersey due to the technical experience, knowledge, professionalism, and customer support the staff exhibited during the recovery from Superstorm Sandy. Their long and successful history of home elevations around the country allow them consistent accuracy in project management in order to meet the anticipated timelines.

3. How would you rate the contractor's quality of work?

Both the quality of Ducky Johnson's work and the knowledge base they bring to their customers and their communities is superlative.

4. How would you rate the contractor's use of adequate personnel in quantity, experience and profession?

Ducky Johnson is well known for employing highly skilled workers and nationally recognized experts. In my experience their staff have displayed the utmost professionalism and diligence while being utterly devoted to the quality of each project.

5. How would you rate the contractor's use of appropriate equipment and methods?

The caliber of their equipment and the effectiveness of their methodology are in great part what allows for a consistent quality in Ducky Johnson's results.

Reference's Signature 

Date 6/12/2019



**SECTION 6:**

**PROJECT APPROACH, QUALITY, & SCHEDULE CONTROL**



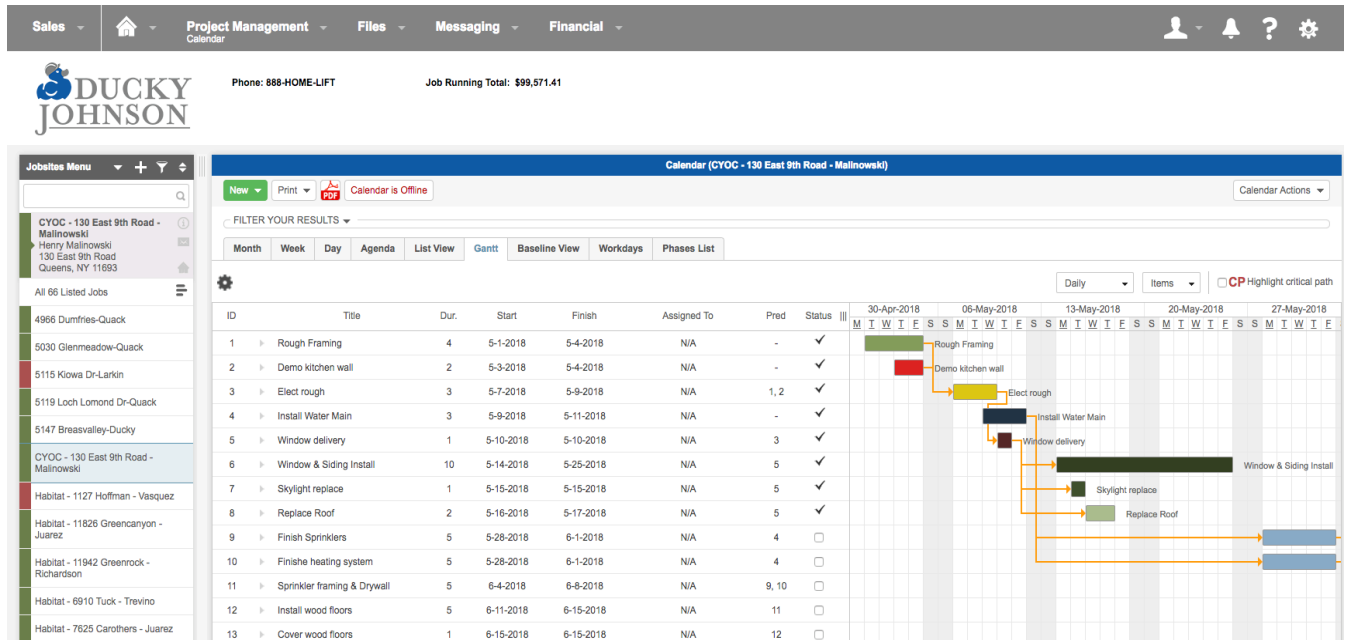
## Compliance with Contract Performance Schedules

Ducky Johnson has carefully reviewed the program requirements and is prepared to execute the versions submitted with the RFP should we be awarded any projects. We are prepared to move quickly through each project to meet all time objectives of the program. We utilize a number of tools to ensure we meet the objectives of each program. Below you will find greater details on these programs.

Our standard project management tool is Buildertrend. This cloud-based technology allows our field personnel to capture and record project details (logs, photos, progress notes, punch list items) from their mobile phones or tablets, which is instantly submitted and added to the project files with the click of a button. This enables our management team to monitor and track the extraordinary data and reporting requirements involved with the management and completion of CDBG-DR residential reconstruction projects throughout disparate jurisdictions and geographies.

The platform allows us to manage and control both project schedule and subcontractor and vendor delivery commitments. It is also enabled to capture field data in real-time so that schedule variance is identified and diagnosed early in the project cycle and adjustments can be made to maintain the overall Delivery Order schedule.

Project schedules can be viewed in calendar, Gantt, and daily/weekly/monthly views for each of reporting and communications. Project schedule adherence will be a primary input into our **Monthly Status Reporting**.



We are committed to the completion of our assigned projects within a 90-day timeframe. Ducky has completed all jobs in the ReBuild NC program within a 90 day timeframe. Ducky completed the first Build It Back Elevation project in Staten Island New York in 90 days. The New Jersey RREM program (CDBG-DR) which Ducky participated in also had a completion deadline of 90 days. Ducky




St. John's County Board of County Commissioners  
 RFP NO: 19-29 Request for Proposal  
 CDBG-DR Owner Occupied Rehabilitation/Elevation/Reconstruction

was instrumental in the completion of projects in Louisiana HMGP and Galveston SRL within 90 days.

**STATEN ISLAND REAL-TIME NEWS**

**City promises progress on Sandy recovery three years after storm**  
 Updated Oct 29, 2015; Posted Oct 29, 2015



Gallery: Mayor de Blasio stops by at a New Dorp Beach house recently lifted

0 0 shares

**By Anna Sanders, [asanders@siadvance.com](mailto:asanders@siadvance.com)**

**CITY HALL --** At least one Staten Island family was satisfied with Build it Back's progress on Hurricane Sandy's third anniversary Thursday.

**Frank and MaryLou Barcia's New Dorp Beach home was one of the fastest elevations through the city's housing recovery program.**

**"He did my house -- fuggedaboutit -- it was great," Frank Barcia said of private contractor Ducky Johnson Home Elevation LLC. "Had it up in 90 days."**

**New Dorp Beach Home Elevated Through Build it Back** MaryLou and Frank Barcia's home in New Dorp Beach was elevated through Build it Back in three months. They're back home for good now after Hurricane Sandy.

Mayor Bill de Blasio and borough elected officials visited the Barcia's home on Maple Terrace where they promised Build it Back efforts would be over soon.

"We will not be satisfied until everyone who was dislocated is back in their home," de Blasio said.

In October 2016, Ducky was featured in a video where it received praise from the governor of New York for adhering to a 90-day schedule within the Build it Back Program. Our project was completed six months faster than a competitor next door.

In order to maintain motivation for homeowners during the rebuilding process Ducky will send out regular newsletters to all of its homeowners updating them on the progress for all jobs under construction with Ducky Recovery, LLC. We feel that this is a great way to keep everyone updated on how the program is helping homeowners return to normalcy.



"I am just days from moving home and I am so excited. The Ducky Johnson team has been a partner in this journey. From the office staff to the field staff everyone was polite and easy to work with. The Ducky Johnson team takes the time to answer all questions with patience and respect. They know every code and facet of this work and I am happy they were on my project.

I appreciate all of the hard work that went in to the job.

*"The team completed the tasks that I asked them to do and even some that I didn't even ask for. We just had the walk through today and I can say that the work is exceptional."*





Quality Control Program

Ducky understands that it must ensure that the quality of construction meets and exceeds statutory and contractual requirements. As a seasoned general contractor and house elevation contractor, Ducky is familiar with the contractual conditions that apply to this type of construction, and as such, treats Quality Control as a priority business matter. Our quality control program will be managed by Matthew McKearan, Lead Project Manager for Ducky Johnson.

Our first and most important aspect of quality control is careful vetting of subcontractors prior to start of work. This comes from following up with references; a vendor verification check through State and local databases (such as state licensing board, Better Business Bureau and industry groups); a competitive evaluation (availability for timelines proposed, adequate facilities and resources, prior experience, quality assurance); a review of any claims made against the subcontractor; verification of acceptable insurance(s) and licenses; and, if desired, an interview process with senior management.

As each project is completed, Ducky will submit an evaluation for the State’s use according to a 5-point performance evaluation criterion:

- |   |   |                            |
|---|---|----------------------------|
| (√) Adherence to specifications         | (√) Adherence to schedule                 | (√) Quality of workmanship |
| (√) Promptness & accuracy of submittals | (√) Safety and professionalism at jobsite |                            |

**\*\*\*Subcontractors who fail to maintain a minimum performance score will be cited in Ducky’s Status Reporting\*\*\***

The overall Field Program Quality Control Plan is designed to address compliance common between all projects, yet have enough flexibility to address the unique issues that span the scope of work which include; obtaining all necessary state and local permits, utility disconnects, architectural renderings, demolition, debris removal, site preparation, foundation repairs, structural damage repair, building envelope repair, surface preparation and painting, floor repair and replacement, cabinet and appliance replacement, lead and asbestos abatement, green building codes and any other special construction requirements.

The quality control plan will be structured to comply with all applicable building, relief and manufacturer codes, standards and specifications including:

- The International Construction Code (ICC)
- National Flood Insurance Program (NFIP) and FEMA Guidelines.
- HUD Housing Quality Standards (HQS) and associated check sheets.
- Public and Indian Housing (PIH) Green Initiatives and Green Standard Certification
- Initial material design specifications
- Initial manufacturer material quality and installation specifications



- All applicable City of Lumberton building codes

The plan will address quality assurance through initial reviews of: component specifications, inspection of delivered components against specification, and change orders (as applicable). Quality control will be exercised during a project through a series of benchmarks including:

- Inspection of work at pre-determined stages for installed component specification compliance and/or manufacturer warranty specifications by Ducky's Project Manager.
- Inspection of work at pre-determined stages for overall design specification compliance by the Authority Having Jurisdiction (AHJ) (as required).
- Inspection of work at pre-determined stages for overall design specification compliance by State appointed third-party inspectors.
- Asbestos, LBP, and/or Mold inspection from an agreed upon, licensed professional (as needed).
- Homeowner interaction and material selection (within the confines of the program).

Final quality control will be exercised at the end of each project through:

- A final inspection of work for overall design specification compliance by Ducky's Project Manager.
- A final inspection of work for overall design specification compliance by the Authority Having Jurisdiction (AHJ) (as required).
- Obtaining certification of Asbestos, LBP, and/or Mold abatement from an agreed upon, licensed professional (as needed).
- Homeowner satisfaction/acceptance (within the confines of the program).

Quality control progress and compliance will be tracked and documented through a series of periodic program reports, periodic inspection reports, photographs, logs, and other documents as required, as documented in Status Reporting.

### Mobilization Plan

Ducky Johnson Home Elevation currently has established operations in Jacksonville, Florida and is prepared to begin immediately on St. Johns County's recovery and mitigation efforts. Our administrative office is located at 5194 Hwy 90 Marianna, FL 32446. Our office currently houses support staff for elevations and rehabilitation projects ongoing in Florida. The office will be expanded to support increased activity in the St. Johns County area relating to this RFP. In addition to our administrative office, we have staged our elevation equipment, including steel beams, cribbing, skid loaders, forklifts and unified jacking machine at our yard. This property also contains an office trailer for dispatching equipment and office space for equipment maintenance personnel. Finally, we have begun to identify several warehouse options for storing materials that will be required during the construction process.



## Safety Information

Safety is firmly embedded in the Ducky Johnson corporate culture and construction methodology. Ducky Johnson has developed a safety culture that is an integral part of our business model. Ducky is committed to providing the safest workplace possible for our employees, subcontractors, and clients. The Company's exemplary safety record illustrates that safeguarding the well-being of its workers and the public is its top priority. Ducky Johnson's leadership is committed to supporting safety efforts with adequate resources.

Construction projects, by their nature, present an environment where people can be injured. However, accidents can be prevented; and, people who constantly practice safety awareness will minimize injuries limit injuries to their fellow workers. Our commitment is to make our projects and operations as safe as humanly possible.

An effective program requires site-specific planning, accountability, attitude and training. Each project is closely analyzed to identify and mitigate risks to the health and well-being of workers and the public. The development of project safety plans is particularly important in congested areas, such as busy neighborhoods. Environmental awareness and sensitivity to the concerns of the communities in which it works are also important elements of the Company's safety management. Maintaining the quality of life for residents and businesses in neighborhoods impacted by construction forces for extended durations is essential to the safe progress of the work.

Our line management driven safety and health process includes all levels of employee participation from the President to the hourly workers on our sites. Every person on the worksite shares equally the responsibility to maintain a safe working environment. Foremen and superintendents are directly accountable to management for the crew's safety. Taking corrective action on safety hazards is appreciated and encouraged at all levels of employment. All of Ducky Johnson's employees are empowered to report and immediately correct any unsafe behavior that is observed. Mandatory daily and weekly safety meetings are held with all employees to discuss hazard analysis of current and future work on construction site. Daily safety inspections are also conducted by superintendents on each site, and observed hazards are documented and abated immediately.

Subcontractors are contractually bound to abide by all of Ducky's safety policies and OSHA regulations. Subcontractor's OSHA citation history is also reviewed to ensure that no repeat offenders are hired that would create unsafe conditions on our sites or to expose our company and clients to regulatory enforcement. A tiered level of disciplinary action is also available for use for anyone that does not comply with our policies and procedures. All project personnel must participate in the Company's orientation program, which includes



St. John's County Board of County Commissioners  
 RFP NO: 19-29 Request for Proposal  
 CDBG-DR Owner Occupied Rehabilitation/Elevation/Reconstruction

the recognition of safety and environmental health issues as project priorities. Ducky Johnson believes that it is the Company's responsibility to provide its workers with the tools required to implement its safety program.

Ducky's general safety manual will be supplied upon request. Our corporate safety and health manual contains all Ducky Johnson policies and serves as the guide and reference for our employees and subcontractors. We invite any prospective or current client to review the Ducky Johnson safety manual and provide questions or concerns as to how our process will be conducted and maintained on their site.

Charnell DiMiceli will be leading the safety efforts for this program. She is certified OSHA Safety Training and oversees all of the safety efforts for the company.





**SECTION 7:**

**SOCIOECONOMIC BUSINESS ENTERPRISE**

## **Socioeconomic Business Action Plan**

In all of the places that Ducky Recovery has performed its services in the United States, we always have felt a strong connection to the local communities in which we work. It is our full intent to engage community members and leaders in the Florida communities in every way possible while working in the area to foster a positive and long-lasting relationship. From our famous crawfish boils to home elevation education seminars, Ducky Johnson consistently seeks community engagement. Knowing that every community we touch has experienced tremendous losses, it has always been our goal to help rebuild not only their homes but invest in their livelihoods.

Involving local contractors is also at the heart of what we do. Our team of experienced project managers will evaluate the local contractors based on their years of experience and match the correct personnel with the requirements of the job. We also will seek out OSD participation above and beyond our normal subcontractor evaluation process. Our goal for OSD participation in all projects is a minimum of 26%, every effort will be made to meet and exceed this during the course of the project.

Continuing to make opportunities available to minority, women, disadvantaged and disabled owned companies is a commitment from all aspects of the management of Ducky Johnson. One of the key factors of a successful project is also ensuring subcontractors can work in a safe, timely and efficient manner. Ducky Johnson's management will seek to build an environment conducive to acceptance of all companies and will not tolerate any behavior contrary to that objective. We believe strongly that these organizations should have all of the opportunities afforded other companies and will assist them in every way possible to help them succeed.

### **Socioeconomic Business Action Item Details**

#### **➤ Assess work scope requirements**

- Ducky Johnson, during the pre-construction phase, will perform an in-depth analysis of the work scopes required. The goal of this effort is to identify areas where we can supplement our existing skill set utilizing subcontractors.
- During this initial phase Ducky Johnson will also begin its due diligence on the local subcontracting pool in the area. We will reach out to local builders and material suppliers to begin our assessment of the potential subcontracting pool in the area.

#### **➤ Analyze OSD vendor registrations**

- We have already downloaded all certified registered vendors from the Florida Office of Supplier Diversity (OSD) website.
- Each potential OSD will be categorized based on the services they perform.
- Match potential subs with analysis performed during initial scoping review exercise.

- Make initial contacts with registered subcontractors regarding pending work and upcoming outreach events.
  
- **Create OSD vendor awareness**
  - Submit bid opportunity on State of Florida OSD Bid opportunities site.
  - Advertise in local newspapers in the immediate county and, also, bordering counties.
  - All advertisements will be prepared in both English and Spanish to maximize the awareness.
  
- **Hold outreach events**
  - The outreach will build on other awareness-based activities.
  - Part of the outreach will also be set aside to educate potential subcontractors on the benefits of registering as an OSD vendor and assist with this process.
  - We will hold regular outreach events conducted by Ducky Johnson's Director of Community Outreach (see further details below).
  - The outreach events will ideally be held at local churches and community centers so that they are more accessible to those wishing to participate and make broader contact within the community.
  - Each outreach event has a stated goal of discussing active work projects and service needs and educate on Ducky Johnson. These outreach events also give us an opportunity to make more of a personal connection with the OSD vendor.
  
- **OSD bidding / solicitation**
  - Following outreach and awareness events, Ducky will provide personalized opportunities for bids based on services trying to match each vendor with the projects that are best suited to their skill set.
  - Ducky Johnson's project managers will work with the OSD subcontractors regarding scoping and timing.
  - Ducky will hold meetings with other successful bidders to ensure OSD subcontractors are being fully utilized on all available projects.
  
- **Contract winning OSD bidders**
  - Provide supportive contracting terms to OSD vendors to facilitate participation.
  - Provide bonding and insurance support for OSD contractors.
  
- **Provide ongoing training**
  - Sharing key skills that Ducky Johnson has acquired following its CDBG-DR experience in New York, New Jersey, Louisiana, Texas, Florida, Puerto Rico, and North Carolina.
  - Provide opportunities for OSD contractors to expand their services.



- Non-OSD subs on the value in utilizing HUB subcontractors in the work that they do.

➤ **Reporting and analysis**

- Utilizing our accounting software to track each service performed by OSD subcontractors.
- Constant updating of overall project spending to determine if goal participation is being met.
- Monthly OSD utilization reports will be sent to executive management and project managers to ensure all have full visibility to the status of OSD participation.
- We will make regular site visits to ensure OSD participation.

**Full time Director of Community Outreach**

Ducky employs a full time Director of Community Outreach, Mr. Roderick Scott. In his role, Mr. Scott's responsibility is to reach out to local churches, community centers, educational groups and governmental personnel to educate them on the benefits of disaster mitigation and the home elevation process. Mr. Scott is a dynamic speaker and is extremely knowledgeable in the field of flood mitigation. He frequently holds out reach events and recently attended a HUB vendor outreach event on behalf of Ducky.





**SECTION 8:**

**CAPACITY**



## Work Capacity

Construction capacity is determined by many factors. To assure we meet and maintain the above- mentioned capacity we focus on the following six factors:

1. Labor
2. Materials Management
3. Homeowner interference
4. Weather
5. Quality of Design and Scoping
6. Regulatory and permitting
7. Other

## **Labor**

Ducky is able to self-perform 50- 60% of the work minimizing the impact of the tight labor market. This allows us to address the other 40- 50% of the work through several different strategies:

1. Recruiting locally to meet Section 3 requirements.
2. We are also recruiting in other states where the unemployment rate is higher such as: Alaska, New Mexico, Arizona, New Jersey, New York.
3. Another factor that promotes fully manned jobs is prompt payment and a competitive payrate. Our plan is to pay weekly and offer a higher wage making Ducky jobs more attractive to workers.

## **Material Management**

Work delays or stoppages can also take place because of material shortages. These shortages can either come from poor procurement practices or supply and demand. Ducky has an on staff Materials team that manages procurement proactively and can expedite when necessary. At this moment we are actively building relationships with building supply companies to assure that our supply chain is healthy.

## **Weather**

The weather can cause havoc on construction schedules, especially during the winter or spring. Snowstorms, nor'easters and heavy rains can cause jobsites to stop. We keep an eye on the weather and prepare accordingly. We can plan work inside if outside conditions are not favorable, we can work overtime to get ahead, or we can recover time afterward. The point being, we know that it can cause a problem; and we are ready to minimize the impact.



## Quality of Design and Scoping

As they say, "measure twice and cut once".

Step One: Have highly qualified residential Architects and Engineers to assure a quality product.

Step Two: Review the plans and scope by our Construction Managers and Supers and clean up any discrepancies before we go to construction. This was a huge issue in other CDBG DR programs and accounted for a significant amounts of delay time due to mid-construction changes.

Step Three: Have design teams in the field responding to issues real-time and resolving them in the field immediately.

## Regulatory and Permitting

We have an expeditor in place to make sure that all permits are obtained proactively. This will prevent us from either not being able to start a job or being delayed due to fines or stop work orders. Overall, we look at our capacity to perform from a broader perspective than just labor. We need to have the right processes in place, we need to have the right people in the right job, we need to be strategic, we need to plan, we also need the ability to improvise, to recover, to correct short- term and long-term. The best way to describe our methodology is as a synchronized chain of events continuously being improved.

## Other

We also maintain or monitor the following important items:

1. **Document Control** – We've developed a check list of all documents needed from all parties to start construction and finish. Experience has demonstrated that a single document can hold up construction. Our document-control also assures that we have a paper trail facilitating internal and external audits.
2. **Final Construction Pricing** – Budget discrepancies between us and the city or us and the subs can also impact performance. Assuring that we have the right accounting and that we reconcile discrepancies is important.
3. **Onsite Review** – Visiting the jobsite prior to start can also discover unforeseen issues. These include items such as overhead electrical wires, unmapped gas lines or waterlines, easement issues, etc. By addressing these early we assure we meet construction schedules.
4. **Contracting** – Having a strong contract with our subs detailing clear expectations is important. This allows for accountability.
5. **Robust Subcontractor Base**–Relationship management with our subs is important. Most business relationships operate fine during the good times but break a part as soon as an



issue arises. Having a healthy relationship with your subs is important when things don't go as planned.

Once in construction we focus on continual progress and quality control. Once the Notice to Proceed (NTP) is issued we start the clock with the goal of not stopping the job. This is accomplished by monitoring every job site, weekly production meetings, tracking issue resolution, and escalating the exceptions on a timely manner.

Our Field PMs and Inspectors monitor progress, quality, actual as-builts against the scope and approved design plans. As like our design team, if any issue is identified in the field, we fix it immediately. Besides paying our subs weekly, we also hold them accountable and monitor performance. We do contractor Evaluation on a quarterly basis and can quickly identify patterns, whether it be good or bad.

Finally, we get to key turnover and Closeout. We've learned that the better job we do throughout the entire process, the easier it is to closeout our jobs, which is why we focus so much on the upstream. In previous programs homes would linger too long in the final stages and eat up capacity, to avoid that we decoupled construction from closeout. We engage the Closeout PM when we reach this stage; the CPM takes the job through walk-through, key turnover, punch list, C of O, retainage, and warranty. We also have smaller contractors do punch list items so that our main contractors can focus on starting the next job.

In preparation of HUD DRGR closeout, we take the job from beginning to end, both from an actual construction process to the paper or electronic file. We like to be prepared for any audits, appeals, or any other inquiries. After managing seven CDBG programs we understand and appreciate the closeout process.

### **FINANCIAL CAPACITY**

As you will see from our Annual Report, Letter of Support from our bonding company and letter of support from our bank, Ducky Johnson is highly financially stable and able to be supportive of payment terms consistent with construction projects. It is our general practice to support subcontractors through advance payments for completed work prior to receiving reimbursement from the program. Ducky's bonding capacity is \$25,000,000 with a credit capacity of \$20,000,000. The company's impeccable fiscal standing and work experience provides Ducky with a firm financial foundation and bonding capacity to meet all qualifications that might be requested.



June 5, 2019

RE: Reference letter for Ducky Johnson Home Elevation, LLC

To Whom It May Concern,

Ducky Johnson Home Elevations, LLC maintains a highly valuable relationship with Hancock Whitney. Currently, Ducky Johnson has approximately \$7,000,000 on deposit and a \$3,000,000 line of credit with \$3,000,000 available on the credit line to utilize at their discretion. Furthermore, Ducky Johnson has the borrowing capacity to borrow approximately \$20,000,000 with Hancock Whitney. They have maintained the full relationship to satisfactory standards at all times.

Please let me know if you have any further questions. You can reach me at 228-224-9551.

Sincerely,



Janet Jarvis  
CCA, Business Banking  
hancockwhitney.com

888 Howard Avenue  
Biloxi, MS 39530  
hancockwhitney.com



June 4, 2019

St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084  
Attn: April Bacon

RE: Ducky Johnson Home Elevation LLC.  
St. Johns County, FL – RFP No. 19-29 CDBG-DR Owner Occupied  
Rehabilitation/Elevation/Reconstruction

Dear Ms. Bacon:

The Hartford, through its operating entities handles the surety bonds for Ducky Johnson Home Elevation, LLC. We have favorably considered projects in excess of \$20,000,000 single and \$50,000,000 aggregate. Our experience with Ducky Johnson Home Elevation, LLC, has been excellent, and we highly recommend them to you.

As surety for Ducky Johnson Home Elevation, LLC., The Hartford will favorably consider providing a 100% Performance Bond and a 100% Payment Bond for the above captioned project, provided a contract is awarded to, and executed by Ducky Johnson Home Elevation, LLC.

Please understand that any arrangement for any bonds is a matter between Ducky Johnson Home Elevation, LLC. and Hartford Fire Insurance Company and we assume no liability to third parties or you if, for any reason, we do not issue requested bonds.

The Hartford expressly reserves the right to review the terms and conditions of the contract, contract amount and bond form, evaluate pertinent underwriting data, and verify the adequacy of project financing prior to the issuance of bonds for the referenced project.

This letter will expire one hundred and eighty (180) days from the above date.

Very Truly Yours,

**Jerrod Hopkins**  
Underwriter  
Bond Department

The Hartford Financial Services Group, Inc.  
2 Sanctuary Blvd | Suite 301  
Mandeville, LA 70471  
W: 985-674-3123  
M: 605-351-3735  
F: 866-446-9426



**SECTION 9:**

**ADMINISTRATIVE INFORMATION**



St. John's County Board of County Commissioners  
 RFP NO: 19-29 Request for Proposal  
 CDBG-DR Owner Occupied Rehabilitation/Elevation/Reconstruction

SECTION 9: ADMINISTRATIVE INFORMATION

RFP NO: 19-32; CDBG-DR MANUFACTURED HOUSING DEMOLITION AND REPLACEMENT

ATTACHMENT D

Respondents shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the requirements as described in Part IV: Contract Requirements; F. Insurance Requirements (Page 12).

Client#: 53434 DUCJO

**ACORD<sup>TM</sup> CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)  
6/03/2019

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Ross & Yerger Insurance, Inc. P.O. Box 1139 Jackson, MS 39215 601 948-2900	<b>CONTACT</b> NAME: _____ PHONE (A/C, No, Ext): 601 948-2900 FAX (A/C, No): 601 355 3227 EMAIL ADDRESS: dgoins@rossandyerger.com INSURER(S) AFFORDING COVERAGE: _____ NAIC # _____ INSURER A : New Hampshire Ins. Co. INSURER B : National Union Fire Ins. Co. INSURER C : _____ INSURER D : _____ INSURER E : _____ INSURER F : _____
--	---

**INSURED**  
 Ducky Johnson Home Elevation, LLC  
 Ducky Recovery, LLC  
 PO Box 23741  
 New Orleans, LA 70183-0741

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDSUBR	INSR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
<b>B</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>			CA9775970	08/01/2018	08/01/2019	COMBINED SINGLE LIMIT (EA accident) <b>\$1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED. \$ _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC011569884	08/01/2018	08/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT <b>\$1,000,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b> E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Additional Named Insured: Ducky Equipment, LLC.  
**Blanket Additional Insured including Primary & Non-Contributory applies to Automobile Liability when required by written contract. Blanket Waiver of Subrogation applies to Automobile Liability and Workers Compensation when required by written contract. ALL policies are subject to policy terms, conditions, and exclusions.**

<b>CERTIFICATE HOLDER</b>  Informational Certificate PO Box 23741 New Orleans, LA 70183	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Dorothy A. Woodley</i>
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.





St. John's County Board of County Commissioners  
 RFP NO: 19-29 Request for Proposal  
 CDBG-DR Owner Occupied Rehabilitation/Elevation/Reconstruction



DUCKJOH-01

ALIVAUDAIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
 06/03/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 909 Poydras St #2650 New Orleans, LA 70112	CONTACT NAME: Ariane Livaudais PHONE (A/C, No, Ext): (504) 481-9630 FAX (A/C, No): E-MAIL ADDRESS: ariane.livaudais@alliant.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Colony Insurance Company INSURER B : Starr Indemnity & Liability Company INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Ducky Recovery LLC P.O. Box 23741 New Orleans, LA 70183	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GC & Lifting GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		103 GL 0028709-01	04/16/2019	04/16/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMPLOYEE BENEFIT \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		AR4236025	04/16/2019	04/16/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Riggers Legal Liab		ITH100070393519	01/16/2019	04/16/2020	Riggers Liability 750,000
B	Riggers Legal Liab		ITH100070393519	01/16/2019	04/16/2020	Riggers Deductible 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Named Insureds:  
 Ducky Recovery LLC  
 Ducky Recovery LLC of Puerto Rico LLC  
 Ducky Equipment LLC  
 Ducky Recovery LLC dba Ducky Johnson Home Elevation LLC  
 Excess Liability covers General Contractor Operations only.

CERTIFICATE HOLDER Proof of Insurance	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

**RFP NO: 19-29; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT E**

**ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS  
DRUG FREE WORKPLACE FORM**

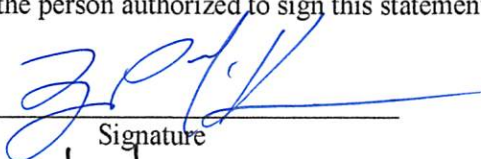
The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

Ducky Recovery, 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 Proposal 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

6/12/19  
\_\_\_\_\_  
Date

RFP NO: 19-29; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION

ATTACHMENT F

AFFIDAVIT

TO: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS  
ST. AUGUSTINE, FLORIDA

At the time the Proposals are submitted, the Respondent shall attach to his RFP 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 Proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF NORTH CAROLINA COUNTY OF Robeson. Before me, the undersigned authority, personally appeared Daniel P. McKearan who, being duly sworn, deposes and says he is CEO (Title) of DUCKY RECOVERY, LLC (Firm) the respondent submitting the attached Request for Proposal for the services covered by the RFP documents for RFP No: 19-29; CDBG-DR Owner Occupied Rehabilitation/Elevation/Reconstruction.

The affiant further states that no more than one Request for Proposal 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 RFP 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.

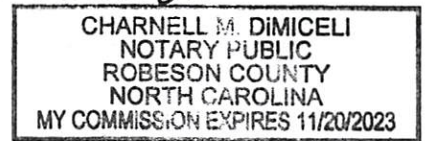
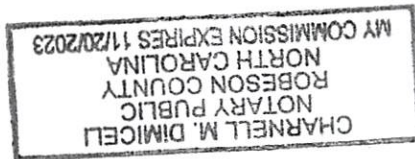
[Signature]  
(Proposer)  
By Daniel P. McKearan  
CEO  
(Title)

STATE OF NORTH CAROLINA  
COUNTY OF ROBESON

Subscribed and sworn to before me this 12 day of JUNE, 2019, by Daniel P. McKearan who personally appeared before me at the time of notarization, and who is personally known to me or who has produced personally known as identification.

Charnell M. Dimiceli  
Notary Public

201833300180



My commission expires:  
11/20/2023

VENDORS ON ALL COUNTY PROJECTS MUST EXECUTE  
AND ATTACH THIS AFFIDAVIT TO EACH REQUEST FOR PROPOSAL.



RFP NO: 19-29; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION

ATTACHMENT G

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF {insert entity name} Ducky Recovery, LLC., being of lawful age and being duly sworn I, {insert affiant name} Daniel McKearan, CEO, as {insert position or title} (ex.CEO, officer, president, duly authorized representative, etc.) 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 12 day of June, 2019.

[Signature]  
Signature of Affiant

STATE OF NORTH CAROLINA  
COUNTY OF ROBESON

Subscribed and sworn to before me this 12 day of June, 2019, by Daniel P. McKearan who personally appeared before me at the time of notarization, and who is personally known to me or who has produced personally known as identification.

[Signature]  
Notary Public

My commission expires:  
11/20/2023

201833300180  
CHARNELL M. DIMICELI  
NOTARY PUBLIC  
ROBESON COUNTY  
NORTH CAROLINA  
MY COMMISSION EXPIRES 11/20/2023



**RFP NO: 19-29; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT H**

**ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS  
CONFLICT OF INTEREST DISCLOSURE FORM**

Project (RFP) Number/Description: **19-29, CDBG-DR Owner Occupied Rehabilitation/Elevation/Reconstruction**  
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: Ducky Recovery, LLC

Authorized Representative(s) :  Daniel McKearan, CEO  
Signature Print Name/Title

\_\_\_\_\_  
Signature Print Name/Title

**RFP NO: 19-29; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT I**

**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: \_\_\_\_\_ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: \_\_\_\_\_

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc. **See next page**
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.

N/A

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 no, please explain why? \_\_\_\_\_

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: \_\_\_\_\_

(Use additional or supplemental pages as needed)



### **Litigation History (See attachment I)**

We have not been involved in any legal actions regarding work performed by DJHE. We have one lawsuit detailed below which was settled. Ducky Johnson has no actual or alleged breaches of contract claims and has no criminal litigation or investigation pending.

DSW Homes, LLC v. George Johnson and Ducky Johnson Home Elevation, 212th Judicial District Court of Galveston County, Texas, Cause No. 17-CV-0537.

George Johnson worked for DSW Homes, LLC ("DSW") in Texas; and, at the time he became employed, signed an Employment Agreement that included a non-compete agreement. George Johnson resigned his employment with DSW and went to work for Ducky Johnson Home Elevation LLC ("Ducky") in New York. DSW filed a lawsuit against George Johnson and Ducky alleging that Johnson's employment with Ducky violated the terms of his Employment Agreement and that Ducky tortuously interfered with Johnson's Employment Agreement. The parties settled the lawsuit and DSW agreed that George Johnson could continue to work for Ducky.

**RFP NO: 19-29; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT K**

**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.
- (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): **Daniel McKearan**

SIGNATURE: 

TITLE: **CEO**

NAME OF FIRM: **Ducky Recovery, LLC.**

DATE: **6/12/19**

**RFP NO: 19-29; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT L**

**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 RFP, 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): Daniel McKearan

SIGNATURE:  \_\_\_\_\_

TITLE: CEO

NAME OF FIRM: Ducky Recovery, LLC.

DATE: 6/12/19

**RFP NO: 19-29; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT M**

**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, DUCKY RECOVERY, 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): Daniel McKearan

SIGNATURE: 

TITLE: CEO

NAME OF FIRM: Ducky Recovery, LLC.

DATE: 6/12/19

**RFP NO: 19-29; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT N**

**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

CEO  
\_\_\_\_\_  
Title

6/12/19  
\_\_\_\_\_  
Date

**RFP NO: 19-29; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT O**

**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 Proposal 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 Proposals submitted in response to the Request for Proposal or in return for execution of a contract for performance or provision of services for which Proposal are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): **Daniel McKearan** \_\_\_\_\_

SIGNATURE:  \_\_\_\_\_

TITLE: **CEO** \_\_\_\_\_

DATE: **6/12/19** \_\_\_\_\_

NAME OF FIRM/PARTNERSHIP/CORPORATION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RFP NO: 19-29; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT P  
CERTIFICATE OF COMPLIANCE  
WITH FLORIDA TRENCH SAFETY ACT**

Respondent acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (ACT) and Occupational Safety and Health Administrations excavation safety standard 29 CFR 1926.650 (Subpart P as amended) and the St. Johns County Trenching and Excavation Safety Program. If there is a conflict between the ACT and the St. Johns County Trenching and Excavation Safety Program, the more stringent requirement would apply. Respondent further acknowledges that included in the various items of the proposal are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990 and the Occupational Safety and Health Administrations excavation safety standard.

**Ducky Recovery, LLC.**

Respondent Name

Authorized Signature

Date

6/12/19

**Daniel McKearan, LLC.**

Printed Name & Title



## St. Johns County Board of County Commissioners

Purchasing Division

June 13, 2019

### ADDENDUM #1

To: Prospective Respondents  
From: St. Johns County Purchasing Department  
Subject: **RFP 19-29; CDBG-DR Owner Occupied Rehabilitation/Elevation/Reconstruction**

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, and return each signed Addendum with their submitted proposal as provided in the RFP.

#### Questions/Answers:

1. I would like to know how much is the estimated budget available for this project?  
**Answer: St. Johns County was allocated \$21,620,073.00 to perform services under the Housing Recovery Program. The budget for each location will vary based on the necessary repairs.**
2. Is this a fixed rate for the Firm of the Project Manager and is it to include the cost of Site Visits & composing Individual Project Proposals; or should these specific line items be included in the Individual Pricing Proposals post the Site Visit?  
**Answer: Project Manager Hourly Rate is a fixed rate as described in Attachment A. Rate does not include site specific cost. The County will solicit a competitive proposal from awarded contractors for each location, which shall include price sheet provided by the County.**
3. How many evaluators will be selected as part of the Evaluation Committee Team to review and grade submitted proposals?  
**Answer: No less than three (3) per County Policy.**
4. Will potential contracts for construction of New Low-Income Housing Multifamily Units be available under this particular contract, RFP NO: 19-29 CDBG-DR Owner Occupied Rehabilitation/ Elevation/ Reconstruction?  
**Answer: No.**
5. Is the \$100,000 Per Owner Program Cap inclusive of all site specifics as well as the cost of elevating homes or would a Program Cap Waiver be applied to homes needing elevation?  
**Answer: \$100,000 cap is for each individual property. Cap is all inclusive and includes all the services offered within this RFP. Waivers may be available for eligible properties allowing for funding to exceed the cap.**
6. How many homes do you expect?  
**Answer: County is still actively taking registrations. Currently there are four hundred thirty-six (436) Registrations for assistance.**

7. Is the 100k cap for Rehab, Recon, or Elevation?  
Answer: See the answer to #5 above.

**THE SUBMITTAL DUE DATE REMAINS: June 20, 2019 BY OR BEFORE 4:00 P.M.**

**Acknowledgment**

 6.13.19.

Signature and Date

Daniel P. McKeeran CEO

Printed Name/Title

DUCKY RECOVERY, LLC.

Company Name (Print)

Sincerely,



April Bacon

Disaster Recovery Procurement Coordinator

**END OF ADDENDUM NO. 1**





**ST. JOHNS COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**RFP NO: 19-29  
REQUEST FOR PROPOSALS**

**CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**St. Johns County Purchasing Department**

**500 San Sebastian View**

**St. Augustine FL 32084**

**904-209-0150**

**[www.sjcfcl.us/Purchasing/Index.aspx](http://www.sjcfcl.us/Purchasing/Index.aspx)**

**FINAL 5/16/2019**

**RFP NO: 19-29 CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**TABLE OF CONTENTS**

**PART I: ADVERTISEMENT**

**PART II: INTRODUCTION**

**PART III: SCOPE OF SERVICES**

**PART IV: CONTRACT REQUIREMENTS**

**PART V: PROPOSAL SUBMITTAL INSTRUCTIONS & FORMAT**

**PART VI: EVALUATION AND AWARD**  
**EVALUATOR'S SCORE SHEET**

**PART VII: FORMS AND ATTACHMENTS**

**PART VIII: SEALED RFP MAILING LABEL**

**PART IX: EXHIBITS (SEPARATE ATTACHMENTS)**  
**EXHIBIT A – HUD CPD GREEN BUILDING RETROFIT CHECKLIST**  
**EXHIBIT B - CDBG-DR REQUIRED PROVISIONS**  
**EXHIBIT C – SUB-RECIPIENT AGREEMENT (FDEO AGREEMENT #H2338)**  
**EXHIBIT D – STATE'S ACTION PLAN**

**ST. JOHNS COUNTY, FL –RFP NO: 19-29 CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**PART I: ADVERTISEMENT**

Notice is hereby given that St. Johns County, FL is soliciting Proposals for **RFP No: 19-29; CDBG-DR Owner Occupied Rehabilitation/Elevation/Reconstruction.** Interested and qualified respondents may submit Proposals, according to the requirements described herein, to the St. Johns County Purchasing Department. **All Proposals MUST be submitted by or before 4:00 P.M. (EST) on Thursday, June 20, 2019.** Any packages delivered to or received by purchasing 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.

St. Johns County is soliciting Proposals from qualified firms to perform the rehabilitation, reconstruction, and/or elevation of single family (one to four (1 to 4) unit residential structures), or the rehabilitation of manufactured home unit (MHU) structures; in compliance and as supported by U.S. Department of Housing and Urban Development (HUD) programs such as Community Development Block Grant – Disaster Recovery (CDBG-DR). Awarded firms shall be responsible for the performance of all required construction work on each structure; including, but not limited to: roofing, framing, masonry, electrical, plumbing, well and/or septic, HVAC, millwork, flooring, drywall, finishing, demolition, removal of hazardous materials, site work, elevation, permitting; construction management, and administration through to project close-out, and any other services that may be required at each property; while ensuring proper execution and compliance with Federal, State, and Local rules, regulations, and compliance with Florida Building Code (<https://www.floridabuilding.org/c/default.aspx>), City and County Building Codes and standards, St. Johns County Land Development Code (<http://www.sjcfl.us/LongRangePlanning/LandDevCode.aspx>), CDBG-DR required HUD CPD Green Building Retrofit Checklist, and CDBG-DR program intent. All submitted Proposals shall be for principal firms and may include sub-contractors.

Proposals are available for downloading from *Onvia Demandstar, Inc.*, at their website [www.demandstar.com](http://www.demandstar.com), or by calling 800-711-1712 and requesting Document #19-29. 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 Proposals shall be **submitted in writing** by or before close of business (**5:00 P.M.**) on **Thursday June 6, 2019.**

**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](mailto:abacon@sjcfl.us)

If the above representative is absent, or unavailable for three (3) or more consecutive business days, interested firms may direct questions or inquiries to Jaime Locklear, MPA, CPPO, CPPB, FCCM Purchasing Manager, at [jlocklear@sjcfl.us](mailto:jlocklear@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.

Proposals **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **RFP No: 19-29; CDBG-DR Owner Occupied Rehabilitation/Elevation/Reconstruction.** 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 RFP 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 Proposals or Request for Proposals, 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 submitted Proposals, waive minor formalities, or award to/negotiate with any firm whose submitted Proposal 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. TENTATIVE SCHEDULE OF EVENTS**

The County proposes the tentative schedule of events provided below for this Request for Proposals (RFP), 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 Proposals	May 22, 2019
Deadline for RFP Questions	June 6, 2019
Issuance of Final Addendum	June 13, 2019
Proposal Submission Deadline	June 20, 2019
Evaluation of Submitted Proposals	July 11, 2019
Presentation of Award Recommendation to SJC BOCC	August 20, 2019
Issuance of Notices of Award & Contracts	August 28, 2019

**B. DUE DATE & LOCATION**

Proposals submitted in response to this RFP must be delivered to, and received by the SJC Purchasing Department by or before **4:00 P.M. on Thursday, June 20, 2019**. Any packages received after this deadline will be deemed nonresponsive, and shall be returned to the addressee unopened.

**Proposals shall be delivered to:** St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084

**C. DESIGNATED POINT OF CONTACT**

Any and all questions or requests for information relating to this RFP shall be directed, *in writing*, to the following Designated Point of Contact: April Bacon, Disaster Recovery Procurement Coordinator at [abacon@sjcfl.us](mailto:abacon@sjcfl.us).

In the event the Designate Point of Contact, provided above, is absent or unavailable for more than three (3) consecutive business days, interested firms may contact Jaime Locklear, MPA, CPPO, CPPB, FCCM Purchasing Manager, at [jlocklear@sjcfl.us](mailto:jlocklear@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 RFP 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.

**D. SUBMITTAL OF QUESTIONS/INQUIRIES**

Any and all questions and/or inquiries related to this RFP, 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 **Thursday, June 6, 2019**. 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 RFP submission in order to clarify or answer questions as necessary to serve the best interest of the County.

**E. ADDENDA**

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a County issued Addendum, posted on [www.demandstar.com](http://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 9: 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 Proposals. Any addenda issued after this date, shall be for material, necessary clarifications to the Request for Proposals.

**F. 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.

**G. 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 this Request for Proposal and the responses thereto are public record. Proposers should identify specifically any information contained in their Proposals 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 Proposal may result in such information being subject to release if requested in a public records request.

**H. 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.

**I. RIGHT TO REJECT / ACCEPT**

The County reserves the right to accept or reject any or all submitted packages, waive minor formalities, and to award to the Respondent(s) that best serve the interests of St. Johns County.

**J. COMPLIANCE WITH POLICY AND PROCEDURES MANUALS**

All terms and conditions of the St. Johns County Purchasing Procedure Manual as well as the Policy and Procedure Manual for Procurement for CDBG-DR are incorporated into this RFP Document by reference, and are fully binding. Respondents are required to submit their responses to this RFP, and to conduct their activities during this process in accordance with the St. Johns County Purchasing Procedure Manual as well as the Policy and Procedure Manual for Procurement for CDBG-DR. This solicitation, the subsequent evaluation, negotiations, and contract award shall be in accordance with the St. Johns County Purchasing Procedure Manual as well as the Policy and Procedure Manual for Procurement for CDBG-DR. The County reserves the right to disqualify, remove from consideration, or debar as appropriate, any vendor that does not comply with the applicable requirements set forth in the St. Johns County Purchasing Procedure Manual as well as the Policy and Procedure Manual for Procurement for CDBG-DR.

**PART III: SCOPE OF SERVICES**

**A. BACKGROUND**

On October 7, 2016, Hurricane Matthew impacted St. Johns County inflicting property damage from wind, rain, and flooding. This was one of the most significant storms to impact the County in recent history and brought historical rainfall and flooding throughout St. Johns County. Unprecedented rainfall and the resulting 100 year flood event created major public safety threats and wrought considerable damage throughout the County including the destruction of homes, businesses, infrastructure, public facilities, and the impairment of the local and regional economy. In response to these impacts, the President issued a major disaster declaration under the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 *United States Code* (U.S.C.) 5121 et seq. (the “Stafford Act”).

Due to the magnitude of remaining recovery needs, The U.S. Department of Housing and Urban Development (HUD) announced, on January 18, 2017, 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. These resources provide a critically important opportunity to continue recovery efforts in St. Johns County. St. Johns County was designated as the Most Impacted and Distressed (MID) area and was allocated 80% of the Florida’s CDBG-DR allocation. The County was allocated \$45,837,520 in CDBG-DR funding with a portion designated to the rehabilitation, elevation, and reconstruction of residential structures.

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 (Exhibit D). St. Johns County has entered into an agreement with Florida Department of Economic Opportunity (agreement # H2338 (Exhibit C)) to administer these disaster recovery funds.

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 individuals. Funds will be used for: rehabilitation, elevation, and reconstruction of residential structures; sustaining transportation and drainage system assets; and addressing/improving infrastructure impacted by inclement weather conditions in the most impacted and distressed areas.

## B. SCOPE OF SERVICES

The awarded Firms will be responsible for:

- Providing St. Johns County with complete contracting services for rehabilitation, reconstruction, and/or elevation of single family (one to four (1 to 4) unit residential structures), or the rehabilitation manufactured home unit (MHU) structures. Performance of all required construction work on each structure; including, but not limited to: roofing, framing, masonry, electrical, plumbing, well and/or septic, HVAC, millwork, flooring, drywall, finishing, demolition, removal of hazardous materials, site work, elevation, permitting; construction management, and administration through to project close-out, and any other services that may be required at each property
- Ensure proper execution and compliance with Federal, State, and Local rules, regulations, and compliance with the Florida Building Code (<https://www.floridabuilding.org/c/default.aspx>), City and County Building Codes and Standards, St. Johns County Land Development Code (<http://www.sjcf.us/LongRangePlanning/LandDevCode.aspx>), CDBG-DR required HUD CPD Green Building Retrofit Checklist, and CDBG-DR program intent.
- Comply with 2012 Florida Accessibility Code for Building Construction, adopted pursuant to section 553.503, Florida Statutes
- Ensure compliance with The Fair Housing Act (42 U.S.C. 3601) as implemented by 24 CFR part 100; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 701) as implemented by 24 CFR Part 8; Titles II and III of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12131-12134), as amended by the ADA Amendments Act of 2008, and as implemented by 28 CFR parts 35 and 36, incorporating the most recent amendments, regulations and rules
- Ensuring all project documentation conforms to CDBG-DR recordkeeping requirements.
- Successfully completing assigned projects within budget and contractual time limitations.

For the purposes of this RFP “substantially damaged” is defined as a property where the total cost of restoring the structure, located within the flood plain, to its pre-damaged condition would equal or exceed fifty percent (50%) of the fair market value of the structure before the damage occurred.

For the purposes of this RFP “major damage” is defined as a property where the total cost of restoring the structure, located outside the flood plain, to its pre-damaged condition would equal or exceed seventy percent (70%) of the fair market value of the structure before the damage occurred.

The Contractor shall communicate directly with the County’s assigned project managers for each property. The Contractor shall not communicate directly with any property owner, unless expressly authorized to do so by the County; any pertinent information shall be relayed to Property Owners at the discretion of the County. The Contractor shall be responsible for providing status reports to the County for each property. The Contractor shall be required to provide status reports when requested within forty-eight (48) hours.

Budgets will depend upon the amount of storm damage and the cost of required services up to the maximum allowable award amount. When a housing unit is assisted with disaster recovery funds, the entire unit must be brought up to Housing Quality Standards (HQS) or the current federal standards. Eligible costs include hard costs for construction and soft costs associated with repair of units plus other costs permissible under 24 CFR 570. Awards are limited to one grant per property owner. The maximum possible award per unit is:

- Per Owner program cap: \$100,000 (*waivers may be available for eligible properties allowing for funding to exceed the cap*)

This Continuing Contract shall include, but will not be limited to, the following services:

1. Comprehensive rehabilitation of all residential structure components, including but not limited to :
  - a. Roofs
  - b. Interior and exterior walls
  - c. Foundations
  - d. Framing and structural support components
  - e. Critical systems including HVAC, water heaters, water pumps and related systems
  - f. Interior flooring
  - g. Doors/windows
  - h. Electrical
  - i. Plumbing
  - j. Well/Septic Repairs (when necessary)
  - k. All interior and exterior finishes
  - l. Replacement of energy efficient appliances (if applicable) (refrigerator, washer, dryer, stove, oven, dishwasher)
  - m. Any necessary or required Americans with Disabilities Act (ADA) improvements including special tubs/showers, access ramps, special cabinets/counters
  - n. Attached structures such as porches, decks, patios and associated covering
  - o. Sidewalks/walkways providing access to the structure, which pose a health and/or safety hazard
  - p. All levels of residential structure demolition
  - q. Any and all necessary site work required to complete the rehabilitation
  - r. Construction material/waste removal and disposal
  - s. Provide abatement activities for any material containing lead as required under federal guidelines for the CDBG-DR program.
  - t. Provide abatement activities for any material containing asbestos as required under Florida DEP regulatory requirements.
  - u. Replacement of termite damaged or dry rotted wood framing to address storm damage. Any termite or dry rot damage must be documented.

Exclusions: Accessory structures (sheds, garages, car ports, patios, etc.) not attached to primary structure, pools, sidewalks and/or driveways not posing a health and/or safety hazard

2. Properties located in an area designated as having a 1% annual chance of flooding, commonly referred to as 100-year flood plain, and which are identified as substantially damaged must be properly elevated as required under the Florida Building Code, the St. Johns County Land Development Code, and the CDBG-DR required Green Building Standards. Elevations must be designed and constructed to inhibit the flow of flood water as little as possible and therefore solid wall construction and “mounding” are not permitted as acceptable elevation construction methods. All construction in relation to elevations must be in conformity with Flood Insurance Rate Map (FIRM) and community higher standards.
3. Properties located within flood plain which have suffered substantial damage may require complete reconstruction. Substantial damage applies when the cost of restoring the structure to it’s before damaged condition would equal or exceed fifty percent (50%) of the fair market value of the structure before the damage occurred. Respondents shall be required to perform all necessary work for each property from award through to closeout/Certificate of Occupancy. Reconstruction shall be compliant with all Federal, State, and Local rules, regulations, be in compliance with the Florida Building Code (<https://www.floridabuilding.org/c/default.aspx>), St. Johns County Land Development Code (<http://www.sjcfl.us/LongRangePlanning/LandDevCode.aspx>), all St. Johns County Building Department requirements, CDBG-DR required Green Building Standards, and be within CDBG-DR program intent.



The County is anticipating offering a standardized floorplan for two (2) designs, as described below. The Respondent shall be responsible for providing sample building design plans for the reconstruction projects from which the County can select the option of their choice. Respondent(s) shall be required to provide building set plans and all other documents necessary to obtain a building permit from St. Johns County Building Department. Respondents must ensure building plans and materials are compliant with National Flood Insurance Program (NFIP) (elevation) standards for each parcel.

Only those firms qualified through this RFP process will be invited to submit a Pricing Proposal for the completion of each project. Upon request, Respondents shall provide an estimated cost for each of the two (2) reconstruction (design) options.

Design Option #1:

- Approximately 900sq/ft.
- 2 bedroom w/ closets, 1 designated master bedroom
- 1 full bathroom (bathroom must include a bathtub)
- Full kitchen (cabinets, counters, sink, refrigerator w/ freezer, stove/oven, microwave oven, dishwasher)
- Living room
- Dining Area
- Laundry area (washer, dryer)

Design Option #2:

- Approximately 1300sq/ft.
- 3 bedroom w/ closets, 1 designated master bedroom
- 2 full bathrooms (at least 1 bathroom must include a bathtub)
- Full kitchen (cabinets, counters, sink, refrigerator w/ freezer, stove/oven, microwave oven, dishwasher)
- Living room
- Dining Area
- Laundry area (washer, dryer)

### **C. SITE INSPECTIONS/PROJECT MANAGEMENT**

Homes identified for rehabilitation/elevation/reconstruction will be inspected by the County's Site Inspector and/or Project Manager who will develop a scope of services for each property. Both the project manager as well as the site inspector shall be jointly responsible for the following:

- Initial inspection to conduct damage assessment
- Take "before" photos
- Scope development including any requirements for lead based paint and asbestos testing including any mitigation which may be necessary as required by the Environmental Review, Green Standards, and/or any other program requirements. This scope of work is to be used in the bidding process.
- Prepare any other documents required for bid process
- Attend mandatory pre-bid conference at each activity site
- Review returned quotes for feedback on industry standards (as needed)
- Coordinate and attend pre-construction meetings with Applicant, Case Worker, and Contractor
- Conduct progress site walkthroughs for the construction, assess that the Contractor is performing work within the required time-frame as indicated in each Notice to Proceed (NTP)
- Conduct site walkthroughs upon periodic payment requests from the Contractor, to ensure work detailed in the request has been completed
- Conduct substantial completion site walkthrough with the Contractor and create a punch list for any remaining work to be completed in accordance with the scope of work.
- Conduct final walkthrough with the Contractor to determine all work was completed in accordance with the scope of work.
- Take "after" photos of completed projects.

- Collect all task order close out documents from the Contractor as required for final payment; including but not limited to: Certificate of Occupancy, Release of Lien, Proof of Permit and all required inspections completed by the County Building Department, and copies of all warranties.
- Attend project completion walkthrough with Applicant, Case Worker, and Contractor.
- Process any documents necessary for project closeout.

St. Johns County Building Department shall be responsible for verifying compliance with all permitting requirements for each project. The County Building Official and his appointed inspectors shall verify compliance with Florida Building Code, St. Johns County Land Development Code, and CDBG-DR required Green Building Standards. The County Building Inspectors shall preform all permit related inspections up to and including final inspection and issuance of Certificate of Occupancy. All permit related inspections shall be requested by the Contractor to the County permitting office as required, and coordination with the Site Inspector/Project Manager is not required. The Site Inspector/Project Manager is not required to be present during permitting inspections.

**D. PRICING PROPOSALS**

Upon request from the County, the awarded Firms shall submit pricing proposals for each Project based on the site specific scope to be provided by the County after site inspection. The pricing proposal for each home shall be submitted on the form provided by the County. All proposals shall include, at a minimum, a detailed breakout of the costs required to complete the scope of work, including any and all materials, equipment rental, labor, subcontractors, or other costs associated with performing the work, and a proposed schedule for completing the required work.

Firms shall provide their complete pricing proposals to the County within fourteen (14) calendar days of each request. Firms choosing not to provide a pricing proposal shall be required to submit a “no bid” notice on their letterhead. Any Firm that submits five (5) “no bid” notices shall be considered to be non-compliant with their contract terms.

Each Respondent shall submit a cost proposal (Attachment A) which shall consist of their proposed hourly rate for their project manager as required for providing the scope of services as described herein. This hourly rate shall be inclusive of all fringe, overhead, profit, insurance, bond, travel, incidental expenses, or any other costs associated with providing the respective scope of work. Any and all travel expenses (if necessary) may not exceed those authorized for St. Johns County employees.

The County shall review the proposal; and if discussion or negotiations are required they shall be conducted at the discretion of the County. In the event negotiations are necessary, they will be conducted with the Firm who submitted the lowest pricing first. Each project shall be awarded by Task Order to the Firm that submits the lowest, responsive, and responsible proposal, or as best serves the interest of the County. If the County determines that any proposal is out of line with the proposed budget, schedule, or requirements of the project; the County reserves the right to refuse any submitted pricing proposal, from any Firm, at any time. The County is under no obligation to accept any submitted pricing proposal from any Firm, for any project.

**E. SITE VISIT**

A **Mandatory Site Visit** will be held for each home on a date and time to be determined by the County. Firms who fail to attend the mandatory Site Visit shall be deemed non-responsive and will be unable to submit a pricing proposal. Firms will be notified a minimum of twenty-four (24) hours prior to each Site Visit via email to the contact person designated in their response to this RFP. The Site Visit shall be held at each project’s location; should the County’s request be for multiple pricing proposals an itinerary shall be included in the notification email. Any and all unforeseen damages/repairs will be handled via the Change Order process.

**F. WARRANTY**

Awarded Firms shall be required to provide a written warranty to the Homeowner for each property; that all materials and workmanship provided are warranted from any defect for a minimum period of one (1) year, or as otherwise required, from the date of final inspection. Firms shall provide written notification to the Homeowner at six (6) months and then again at one (1) month prior to warranty expiration. Firms warrant that they shall be competent to perform the tasks undertaken, that the product of their workmanship shall meet HUD standards; that materials and equipment furnished shall be free from faults and defects and in strict conformance with the requirements of this RFP, as well as local, state, and federal; rules, regulations, laws, and codes. Any Work provided that is not in accordance with the requirements herein may be considered defective.

## **G. GREEN BUILDING STANDARDS**

All construction shall comply with the Green Building Standard for all reconstruction 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 must follow the Green Building Retrofit Checklist to the extent applicable for 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.

The Checklist (Exhibit A) is also available at: <https://www.hudexchange.info/resource/3684/guidance-on-the-cpd-green-building-checklist/>

## **H. RESILIENT BUILDING STANDARDS**

All construction will, to the greatest extent possible and where financially feasible, follow the Resilient Home Construction Standard strongly encouraged by HUD. All construction will meet an industry recognized standard such as those set by the FORTIFIED Home™ Gold level for new construction of single-family, detached homes; and FORTIFIED Home™ Silver level for reconstruction of roof, windows and doors; or FORTIFIED Home™ Bronze level for repair or reconstruction of the roof; or any other equivalent comprehensive resilient or disaster resistant building program. Construction will meet the FORTIFIED Home™ Bronze level standard for roof repair or reconstruction for homes that are not substantially damaged. FORTIFIED Home™ is a risk-reduction program providing construction standard for new homes and retrofit standards for existing homes, which will increase a home's resilience to natural hazards, including high wind, hail, and tropical storms.

## **I. LEAD BASED PAINT**

The use of lead-based paint in the federally assisted construction or rehabilitation of residential structures (including day cares, senior centers, and community facilities) is prohibited by Section 401(b) of the Lead-Based Paint Poisoning Prevention Act [42 U.S.C. 4831(b)] and regulations in 24 CFR 35B. To the extent that contracted work involves residential structures, the Contractor and subcontractors must follow the new regulations issued under sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, which is Title X ("ten") of the Housing and Community Development Act of 1992. Sections 1012 and 1013 of Title X amended the Lead-Based Paint Poisoning Prevention Act of 1971, which is the basic law covering lead-based paint in federally associated housing. The new regulation appears within title 24 of the Code of Federal Regulations as part 35 (24 CFR 35). Additionally, the Contractor and subcontractor must follow regulations regarding employee exposure to lead found in 29 CFR 1926.62.

- a. The Contractor and subcontractors shall not use lead-based paint in residential structures and shall eliminate any lead-based paint hazards in residential structures rehabilitated.
- b. At a minimum the Contractor and subcontractors must comply with the Lead Hazard Reduction Methods in 24 CFR 35.1330 and 1325 and 29 CFR 1926.62.
- c. All workers involved in the disturbance of lead-based paint bearing surfaces should be trained in lead safe work practices in accordance with 29 CFR 1926.62.
- d. At the conclusion of residential rehabilitation, the property must pass a lead hazard clearance test by a certified technician and lab. The lead level must meet the federal, Florida Department of Health and Environmental Control and the Environmental Protection Agency regulations. Clearance is not required if rehabilitation did not disturb painted surfaces of a total area more than that set forth in 24 CFR 35.1350(d).

## **J. HISTORIC STRUCTURES**

Some of the properties in this program may be subject to special construction standards due to their location in a historic district or identification as a historic structure. Secretary of Interior's Standards for the Treatment of Historic Buildings or other local standards for rehabilitation, elevation and reconstruction of historic structures shall govern the work at

these properties. Such requirements will be identified and described in the scope of services developed for each individual project/property.

**K. EPA DESIGNATED RECOVERED MATERIAL**

Procurement of Recovered Materials:

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

**PART IV: CONTRACT REQUIREMENTS**

**A. CONTRACT AGREEMENT & TERM**

It is anticipated the County will issue contract(s) with an initial term of five (5) calendar years, with the option of a five (5) year renewal, exercisable by the County providing that satisfactory performance has been maintained by the awarded contractor(s), there is availability of appropriated funds, and 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 proposals 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 proposals, contract negotiations will follow between the County and the selected respondent(s). 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(s). The County reserves the right to delete, add to, or modify one or more components of the selected respondent’s proposals in order to accommodate changed or evolving circumstances that the County may have encountered since the issuance of the RFP.

**B. TASK ORDERS**

Projects awarded under this Contract shall be authorized by a Task Order, which shall be executed by authorized representatives of the Contractor and St. Johns County. Task Orders shall be issued by the SJC Purchasing Department. The Task Order shall not be considered effective until executed by the County Administrator, or authorized designee, as required per the SJC Purchasing Code. No Task Order will be issued for any amount over \$600,000.00 unless previously approved by the Board of County Commissioners.

Each Task Order shall be on a form provided by the County and shall include, at a minimum, the following information:

- Master Contract Name & Number
- Firm Name & Address
- Task Order Number
- Project Name
- Detailed Description of Scope of Work
- Total Project Cost Proposal with Supporting Pricing Sheets
- 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 are unforeseen and not included in the scope of the approved Task Order, and which require additional work that effects the scope, cost, or time of the project shall be authorized through a Contract Change Order. All changes requested by the Firm shall be stated in a written proposal to the County for approval. The County reserves the right to reject any changes requested by the Firm. 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 Firm until receipt of a fully executed Change Order. All requests for Change Orders must be made timely by the Contractor, and immediately communicated to the Site Inspector with specific details on the need and estimated cost, and verified through an on-site inspection, to avoid unnecessary delays to completion of the project.

**C. PUBLIC CONSTRUCTION BOND**

The Firm shall be required to obtain and submit a recorded Public Construction Bond covering the faithful performance of each Task Order and the payment of all obligations arising thereunder in the equivalent amount for bids in excess of one hundred thousand dollars (\$100,000.00), with such acceptable sureties, secured through the Respondent’s usual sources as may be agreeable to the parties. The awarded firm(s) shall furnish the required bond, after full execution of each awarded Task Order. The Bond shall be released upon satisfactory completion of the project.

**a. Surety Bond**

Acceptable Surety Companies: To be responsible to the County as Surety on Bonds, Surety shall comply with the following provisions:

1. Surety must be licensed to do business in the State of Florida;
2. Surety must have been in business and have a record of successful continuous operations for at least three (3) years;
3. Surety shall not have exposed itself to any loss on any one risk in an amount exceeding twenty percent (20%) of its surplus to policyholders;
4. Surety must have fulfilled all of its obligations on all other bonds given to the County;
5. Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, and net resources for unusual stock and sound investment.

**b. Time of Delivery and Form of Bonds**

The Public Construction Bond form will be forwarded to the successful Respondent(s) with their copy of each fully executed task order. **The Public Construction Bond must be recorded after the task order is signed by all parties.** The respondent(s) will have three (3) days from receipt of fully executed task order to have the Bond recorded. The respondent(s) shall have the Bond recorded at the St. Johns County Clerk of Courts office, in St. Augustine, Florida. After the book and page number have been assigned to the bond by the recording person, the respondent is to obtain from the recording person a certified copy of the recorded bond, and deliver the certified copy to the County’s Contract Administrator. No work can commence until the required bond and Insurance Certificates have been delivered to the County. Upon receipt of the certified copy of the recorded bond, the County may issue a Notice to Proceed.

Unless otherwise specified in the Bid Documents, the bonds shall be written on the form provided. The respondent shall require the Attorney-in-Fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney authorizing his firm to act as agent for the Surety in issuing the bonds.

**D. CONTRACT PERFORMANCE**

At any point in time during the term of the Contract with the awarded Firm(s), County Staff may review records of performance to ensure that the Firm is continuing to provide sufficient financial support, equipment, quality of workmanship, and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that a Firm no longer possesses the financial support, equipment, quality of workmanship, and organization which would have been necessary during the RFP evaluation period in order to comply with this demonstration of competency section.

**E. LIQUIDATED DAMAGES**

The Contractor shall have ten (10) days to return Contract originals from the time the Contractor receives a “Notice of Award”. St. Johns County will return a “fully executed” Contract to the Contractor no later than seven (7) days after the return of the executed Contract originals (but no later than seventeen (17) days from the Notice of Award).

The Contractor will furnish a recorded original of the Public Construction Bond three (3) business days after receipt of the fully executed Task Order. Upon receipt of the recorded Public Construction Bond, the County will issue a Notice to Proceed. If the Contractor fails to meet any of the dates and timeframes set forth in this section, or fails to execute the Contract, or to provide a Public Construction Bond, the County may elect at its option to consider the Contractor non-responsive and Contract with the next best Bidder.

The work to be performed under this Agreement shall be commenced within **ten (10)** days of the date of the Notice to Proceed, in writing. Construction of the project shall be substantially complete within **Ninety (90)** consecutive calendar days from the date stipulated on the Notice to Proceed. Final completion shall be attained **Thirty (30)** consecutive calendar days from the date of substantial completion.

**Conditions under which Liquidated Damages are Imposed:**

Should the Contractor or, in case of his default, the Surety fail to complete the work within the time stipulated in the contract, or within such extra time as may have been granted by the Owner, the Contractor or, in case of his default, the Surety shall pay to the Owner, not as a penalty but as liquidated damages, the sum of five hundred dollars (\$500.00) per unit/address for each and every calendar day of unexcused delay in achieving Substantial Completion of the Work beyond the date specified by Task Order for Substantial Completion of the Work.

“Unexcused Delay” shall mean those delays for which the contractor, his subcontractor or supplier, has responsibility, and which entitle the contractor to neither a time extension nor any added compensation.

"Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete as provided by Task Order that the Homeowner can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

**F. TERMINATION**

Failure on the part of the Firm to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Firm 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 Firm 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 Firm.

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 Firm.

**G. GOVERNING LAWS & REGULATIONS**

It shall be the responsibility of the Firm to perform all work in accordance with 2 CFR 200 requirements (Exhibit B), 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.

**H. LICENSES, PERMITS & FEES**

The Firm 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 Firm.

**I. 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.

The Respondent shall maintain, throughout the duration of the awarded Contract, Builders Risk insurance, property insurance written on an "all risk" policy form including coverage for Earthquake, Flood, Windstorm, Debris Removal, Hot and Cold Testing in the amount of the initial contract sum, plus the value of subsequent contract modification and cost of material supplied or installed by others, comprising total value for the entire project at the site on replacement cost basis. The named insured should include Owner, General Contractor and Subcontractors. The policy should waive any co-insurance penalties. Covered Property to include Permanent Works: Materials, supplies, equipment, machinery and property of others, if the insured is contractually responsible and the value is included in the total project, Temporary Work: scaffolding, form work, fences, shoring, falsework, temporary buildings, Offsite Locations, Offsite Storage and Transit.

The Respondent shall be responsible for the deductible for the required insurance coverage. Such property insurance shall be maintained until final payment has been made. If the policy is terminated for any reason, notice should be provided to the owner within a minimum of thirty (30) consecutive calendar days by the carrier. The Owner, contractors and subcontractors waive their rights of subrogation against one another.

The County reserves the right to purchase a Builder's Risk policy and remove the cost from the awarded contract, if it serves the best interest of the County to do so. In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

## **J. 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 Firm, a Sub-contractor, 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 Firm, a Sub-contractor, 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 Firm or a Sub-Contractor under workers' compensation acts, disability benefits acts or other employee benefit acts.**

## **K. FLORIDA TRENCH SAFETY ACT**

Bidders shall complete Certificate of Compliance with Florida Trench Safety Act, in accordance with the requirements of Chapter 553, Florida Statutes. If trenching is not required for this project, state so thereon. Contractor shall be responsible for compliance with all trenching shoring safety requirements.

## **L. SUB-CONTRACTORS**

If an awarded firm elects to sub-contract, any portion of the work, the Contractor shall be responsible for all work performed by any sub-contractor and shall not be relieved of any obligations under this Contract.

At any time, the County may, at its discretion, require any Contractor to submit all relevant data required to establish to the satisfaction of the County, the reliability and responsibility of proposed sub-contractors to furnish and perform the work proposed.

Prior to the award of a Contract, the County will notify any awarded firm(s) in writing if the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contractor. The Firm then may, at his option, withdraw his RFP Package, or submit an acceptable substitute at no increase in price. If the Firm fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may disqualify the Firm, at no cost to the County.

The County reserves the right to disqualify any Firm, Sub-Contractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Sub-Contractors and other persons and organizations proposed by the Firm 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 addition, the Contractor is required to disclose in writing the addition of any subcontracts added after execution of the Contract.

## **M. SOCIOECONOMIC BUSINESS ENTERPRISE**

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 federally assisted contracts and also uphold the following standards:

- To ensure nondiscrimination in the award and administration of Federally assisted contracts;
- To create a level playing field on which DBEs can compete fairly for Federally 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 Federally assisted contract: and
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

If the firm is not a DBE/MBE/WBE firm the firm entering into an agreement for this project must meet the following criteria:

1. Achieve DBE/MBE/WBE participation by using DBE/MBE/WBE Sub-contractors **OR**
2. If unable to utilize DBE/MBE/WBE certified sub-contractors, must be able to submit documentation detailing the Good Faith Efforts made in utilization of potential DBE/MBE/WBE sub-contractors.

State of Florida resources:

Career Source - <http://www.careersourcenortheastflorida.com/>

DEO Disaster Recovery - <https://disasterrecovery.employflorida.com/vosnet/Default.aspx>

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 firm is not a Section 3 firm the firm entering into an agreement for this project must make Good Faith Efforts to utilize Section 3 sub-contractors; 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: SUBMITTAL INSTRUCTIONS & FORMAT**

### **A. MINIMUM QUALIFICATIONS**

In order for Proposals to be considered, respondents must submit with their package sufficient evidence that they are qualified to satisfactorily perform the specified work. Evidence shall include any and all information necessary to certify that the respondent has:

1. Must be fully licensed and insured to perform work or do business in the State of Florida;
2. Must possess, or be willing to obtain upon award, a Local Business Tax Receipt for St. Johns County.
4. Three (3) years of experience in program development and management of affordable housing program.
5. Experience working with CDBG Disaster programs
6. Has technical knowledge and practical experience in the type of work included in the scope;
7. Has the available organization and qualified manpower to do the work;
8. Has adequate financial status to meet the financial obligation indicative of the work;
9. Does not have just or proper claims pending against the individual or firm or their work;
10. Has previously performed or provided the work, materials and services as described in the scope of services/specifications.

### **B. RESPONDENTS RESPONSIBILITIES**

Respondents are responsible for any and all costs associated with developing and submitting a Proposal in response to this Request for Proposals. 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 RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All submitted Proposals received in response to this RFP 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 Proposal in response to this RFP, 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 Proposal, each Respondent certifies that the proposer has fully read and understands any and all instructions in the RFP, 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 Proposals shall be binding for not less than one hundred twenty (120) consecutive calendar days following the submittal due date.

### **C. 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.

### **D. 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.

**E. 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.

**F. DETERMINATION OF RESPONSIVENESS**

The County shall make a determination for each respondent, as to the responsiveness of the submitted Proposal to the requirements provided herein. Any respondent who is not responsive to the requirements of this RFP may be determined non-responsive, and may be removed from consideration by either the Procurement Coordinator or 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 Proposal. However, any missing information or document(s) that are material to the purpose of the RFP shall not be waived as a minor formality.

**G. PROPOSAL PACKAGE SUBMITTAL INSTRUCTIONS:**

The Proposals format must sufficiently address and demonstrate all required components, follow the order of sections described below, and ***shall not exceed one hundred fifty (150) pages***. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages.

Proposals **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **RFP 19-29; CDBG-DR OWNER OCCUPIED REHABILITATION/ELEVATION/RECONSTRUCTION**. Each submitted package 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.

Proposals shall be mailed or hand-delivered to:

St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084

RFP Packages must be submitted, in the format provided herein, by or before four o’clock (**4:00 P.M.**) EST on **Thursday, June 20, 2019**.

St. Johns County Purchasing will not accept any Proposals 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 Proposals must include the following components:

<u>Section</u>	<u>Topic</u>
1	RFP Cover Page
2	Cover Letter
3	Company and Staff Qualifications
4	Pricing
5	Related Experience
6	Project Approach, Quality & Schedule Control
7	Socioeconomic Business Enterprise
7	Capacity
9	Administrative Information

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is recommended that proposals be organized in the manner specified as follows:

**Section 1: RFP 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, e-mail address, and DUNS number;
- Name and title of the individual with responsibility for the response and to whom matters regarding this RFP should be directed;
- A brief statement of the respondent's understanding of the services required and qualifications necessary to provide CDBG-DR Owner Occupied Rehabilitation/Elevation/Reconstruction;
- A brief company background statement to include, but not limited to, years in business, corporate structure, professional affiliations, and capability of meeting deadlines;
- 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-contractor who may perform any aspect of the scope of services provided herein. In addition, respondent(s) shall provide a brief summary of the overall capabilities of staff and any proposed sub-contractors relative to CDBG-DR Owner Occupied Rehabilitation/Elevation/Reconstruction as outlined in the scope of work, as well as staffing plans clearly stating how they intend to integrate staff and maintain presence with the County throughout the duration of the contract.

Respondents and/or Sub-contractors that possess staff and company qualifications in multiple disciplines should provide documentation of all qualifications for each discipline in this section.

Each Respondent shall submit a list of proposed sub-contractors (if applicable), to be used if awarded the contract, including a copy of any and all licenses and/or certificates, and completing **Attachment "J"**. If sub-contractors are to be included in the Proposals, all terms and conditions must be disclosed including method and reason for selection, sub-contractors compensation, and sub-contractors billing rate.

At the County's request, provide all internal sub-contractor documentation for federal reimbursement review. If no sub-contractors are proposed, so state there on.

- 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-Contractors (**Attachment "J"**)
- Proper and valid licensing to conduct business in St. Johns County and the State of Florida
- Current Applicable Department of Professional Regulation License(s)
- Current Applicable Certification(s)

**Section 4: Pricing**

In this section, respondent shall provide their proposed hourly rate for Project Manager on Attachment A, provided herein, in accordance with the requirements previously provided herein.

Price is included as one of the evaluation criteria; the lowest hourly rate proposal will receive the maximum weighted score for the price criteria. The other proposals will receive a percentage of the weighted score based on the percentage differential between the lowest hourly rate proposal and the other proposals in accordance with the following example:

Vendor	Proposed Hourly Rate	Percentage	By	Weight	Equals	Weighted Score***
A	\$90.00	100	X	20	=	20
B	\$100.00	90.0*	X	20	=	18
C	\$130.00	69.0**	X	20	=	14

\* Vendor B's percentage is  $\$90.00 \div \$100.00 = 90.0\%$

\*\* Vendor C's percentage is  $\$90.00 \div \$130.00 = 69.0\%$

The price evaluation and calculation may be revised to conform to the needs for each individual RFP selection. *This will be graded on a 0 – 20 scale.*

**Section 5: Related Experience**

In this section, respondents shall provide evidence of performance related to the Scope of Requested Services. Firms and/or Sub-Contractors 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-contractors assisted a governmental entity in dealings with HUD\CDBG\CDBG-DR Review requirements.

The Respondent shall describe in detail the average number of residential projects completed in a year (rehabilitation and new construction) and any work completed on federally funded projects (units contracted and/or project cost).

Respondents shall provide a minimum of four (4) reference projects from within the last two (2) years, which shall be related projects that demonstrate previous rehabilitation experience with single-family dwellings, and/or manufactured home unit (MHU) dwellings; where the rehabilitation work was valued between \$25,000 up to \$100,000 per unit. Please indicate any such work done on behalf of Federal, State, City or local agencies where the agency has had oversight of the work and demonstrate an expert level understanding in working with HUD\CDBG\CDBG-DR.

**a. References**

The Respondent shall have available under its direct supervision, the necessary organization, experience, equipment and staff to properly fulfill all the conditions, requirements, and specifications required under this solicitation. The Respondent shall submit the following with its proposal:

1. The Respondent shall provide three (3) separate and verifiable clients, other than St. Johns County, for which work similar to that specified in this solicitation has been performed. The references provided must cumulatively document at least two (2) years of similar service. The references must include the Respondent's name, the signature of an authorized representative, and the title of the authorized representative. This individual must have the authority to bind the Respondent. These references should be available to be contacted during normal working hours. References shall be listed on **Attachment "C"**.
2. On **Attachment "C" (cont.)**, the Respondents references shall complete all required information to include providing their response to the five (5) reference questions, Respondent's name, Reference's company name, Name of Person providing the reference, signature of an authorized representative, and the title of the authorized representative. The County shall choose at random two (2) references to contact and verify the information submitted.

**Failure to provide any of the qualification/reference information, as required under this section and in the instructions on Attachment "C", will result in the Proposal being deemed non-responsive and therefore, rejected.**

**Section 6: Project Approach, Quality & Schedule Control**

In this section, the respondent shall provide a written narrative of the firm's project management methodology including all steps necessary to establish, monitor, and track each project. Providing a detailed description of their quality control methods, coordination of sub-contractors, ability to meet schedules in a timely manner, and the project approach and methodology to be employed specifically illustrating how the methodology will serve to accomplish the project goals and objectives.

**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 for each option outlined in the scope of work (rehabilitation, reconstruction, and elevation).

In addition, Respondents shall describe any current/future workloads that might affect responsiveness to submit proposals for future housing projects.

Respondents are encouraged to think outside of normal processes and procedures for delivering the project, at lower cost and with expediency, to the County.

**Section 7: Socioeconomic Business Enterprise**

The County is seeking to encourage participation by firms who are MBE/WBE/DBE business enterprises. Provide current copy of certificate of MBE/WBE/DBE (if applicable).

*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-contractor's MBE/WBE/DBE certification.*

**Section 8: Capacity**

Respondents shall provide a detailed description demonstrating the firms' capacity to handle the needs stated in this RFP. Respondents shall provide proof that they have the financial capability to successfully perform the scope of work described in this Request for Proposal. Respondents are required to submit written verification of bonding capacity; the verification is to be submitted by a licensed surety company rated "A-" or better in the current A.M. Best Guide and qualified to do business within the state; please include single and aggregate limits.

**Section 9: Administrative Information**

**Respondents must include the following:**

- Proof of Insurance including limits
- Drug Free Work Place Form (Complete and Submit)
- RFP Affidavit (Complete and submit)
- RFP 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)
- Certification of Compliance with Florida Trench Safety Act
- Acknowledge all Addenda

**PART VI: EVALUATION AND AWARD**

**A. EVALUATION OF RESPONSES**

All properly submitted Proposals that are determined to be responsive to the requirements of this RFP, shall be evaluated by an Evaluation Committee selected by the Purchasing Department. Each Evaluation Committee Member will receive a set of all of the submitted Proposals submitted, and an electronic copy of the RFP document with all issued Addenda, an Evaluator's Score Sheet and an Evaluator's Narrative Sheet. Evaluators shall review and score the submitted, responsive, Proposals 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 submitted responses, waive minor formalities or award to/negotiate with the firm whose qualifications best serves the interest of the County.

**B. EVALUATION CRITERIA**

The intent of this RFP is to select responsive Respondents based on the Respondent’s submitted Proposal using the evaluation criteria below. Responses will be scored based on the criteria herein. The County intends to select only those firms who have received a minimum total score of four hundred (400) points during evaluation as deemed necessary in order to accomplish the goals and objectives established by the County. Only those firm(s) qualified through this RFP process and approved by the St. Johns County Board of County Commissioners will be invited to negotiate a contract. All submitted Proposals shall be for principal firm and may include sub-contractors. Submittals are to be made for the discipline(s) listed in this RFP. Selection(s) are at the sole discretion of the County.

Evaluation of the responses to this RFP will comply with the specific criteria as follows:

<u>Evaluation Criteria:</u>	<u>Maximum Points per Evaluator:</u>
1. Project Approach, Quality & Schedule Control	20
2. Company and Staff Qualifications	20
3. Pricing	20
4. Related Experience	20
5. Capacity	10
6. Quality of Submittal	5
7. Socioeconomic Business Enterprise	5
<b>Total Maximum Points Possible:</b>	<b>100</b>

**C. INTENT TO AWARD**

It is the intent of the County for recommendation to be made to the Board of County Commissioners by County Staff to enter into negotiations with only those firms who have received a minimum total score of four hundred (400) points during evaluation as determined by the evaluation committee; with the intention of coming to agreement over terms, conditions, and pricing in order to award Contract(s) for the services described herein.

**D. 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 Proposal, 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 Proposal by reference, and are fully binding.

**ST. JOHNS COUNTY FLORIDA  
BOARD OF COUNTY COMMISSIONERS**

**DATE: \_\_\_\_\_  
PROJECT: \_\_\_\_\_**

**CRITERIA RANKING:**

RESPONDENTS	A. Project Approach, Quality & Schedule Control  0-20	B. Company and Staff Qualifications  0-20	C. Pricing  0-20	D. Related Experience  0-20	E. Capacity  0-10	F. Quality of Submittal  0-5	G. Socioeconomic Business Enterprise  0-5	TOTAL 0-100

**SIGNATURE OF RATER: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_**

## **PART VII: FORMS & ATTACHMENTS**



**RFP NO: 19-29; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT A  
COST PROPOSAL**

Each Respondent shall submit proposed hourly rate of their Project Manager (defined below) as part of their construction team as required for all projects under the scope of this RFP. This hourly rate shall be inclusive of all fringe, overhead, profit, insurance, bond, travel, incidental expenses, or any other costs associated with providing the respective scope of work. Each awarded Firm shall be required to submit pricing proposals as described in the scope of work as described herein. All pricing proposals submitted shall have the Project Manager hourly rate clearly identified as a separate line item.

Project Manager Hourly Rate \$ \_\_\_\_\_

***Project Manager - Analyze and coordinate the schedule, timeline, procurement, staffing, and budget of a product or service on a per project basis. Lead and guide the work of technical staff. May serve as a point of contact for the client or customer.***

**RFP NO: 19-29; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT B**

**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

**COMPANY NAME:** \_\_\_\_\_

**COMPANY ADDRESS:** \_\_\_\_\_

**COMPANY PHONE NUMBER:** \_\_\_\_\_

**CONTACT NAME & TITLE:** \_\_\_\_\_

**CONTACT PHONE NUMBER:** \_\_\_\_\_

**CONTACT EMAIL ADDRESS:** \_\_\_\_\_

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

**RFP NO: 19-29; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT C**

**REFERENCE FORM**

**Respondent's Name:** \_\_\_\_\_

The Respondent must list a minimum of three (3) separate and verifiable client references, other than the County, for which work **similar in nature to that described in this solicitation** has been performed for a period of at least two (2) continuous year(s). Any information not submitted on this attachment shall not be considered. The same reference may not be listed as more than one (1) reference (for example, if the Respondent has completed one project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one (1) of the projects may be listed because the client, the Florida Department of Transportation, is the same). The County shall choose two (2) references at random to contact. Confidential client references shall not be included. (Please provide at least two (2) Contact Names for each client.)

**DO NOT LIST COUNTY WORK ON THIS FORM**

<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	To
Approximate Contract Value:	\$
<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	To
Approximate Contract Value:	\$
<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	To
Approximate Contract Value:	\$

**RFP NO: 19-29; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT C (Cont.)**

**EVALUATION OF PAST PERFORMANCE  
(TO BE COMPLETED BY EACH REFERENCE)**

Respondent's Company Name: \_\_\_\_\_

Reference Company Name: \_\_\_\_\_

Person Completing Form: \_\_\_\_\_

Title: \_\_\_\_\_

1. Briefly describe the work the contractor performed for your company.
  
  
  
  
  
  
  
  
  
  
2. How well did the contractor adhere to the agreed upon schedule?
  
  
  
  
  
  
  
  
  
  
3. How would you rate the contractor's quality of work?
  
  
  
  
  
  
  
  
  
  
4. How would you rate the contractor's use of adequate personnel in quantity, experience and profession?
  
  
  
  
  
  
  
  
  
  
5. How would you rate the contractor's use of appropriate equipment and methods?

Reference's Signature \_\_\_\_\_ Date \_\_\_\_\_

**RFP NO: 19-29; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT D**

Respondents shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the requirements as described in Part IV: Contract Requirements; I. Insurance Requirements (Page 14).

**CERTIFICATE(S) OF INSURANCE**  
**(Attach or insert copy here)**

**RFP NO: 19-29; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT E**

**ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS  
DRUG FREE WORKPLACE FORM**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ 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 Proposal 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

\_\_\_\_\_  
Date

**RFP NO: 19-29; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT F**

**AFFIDAVIT**

TO: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS  
ST. AUGUSTINE, FLORIDA

At the time the Proposals are submitted, the Respondent shall attach to his RFP 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 Proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_. Before me, the undersigned authority, personally appeared \_\_\_\_\_ who, being duly sworn, deposes and says he is (Title) of \_\_\_\_\_ (Firm) the respondent submitting the attached Request for Proposal for the services covered by the RFP documents for **RFP No: 19-29; CDBG-DR Owner Occupied Rehabilitation/Elevation/Reconstruction.**

The affiant further states that no more than one Request for Proposal 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 RFP 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.

\_\_\_\_\_  
(Proposer)  
  
By \_\_\_\_\_  
\_\_\_\_\_  
(Title)

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

**VENDORS ON ALL COUNTY PROJECTS MUST EXECUTE  
AND ATTACH THIS AFFIDAVIT TO EACH REQUEST FOR PROPOSAL.**

**RFP NO: 19-29; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT G**

**AFFIDAVIT OF SOLVENCY**

PERTAINING TO THE SOLVENCY OF {insert entity name}, being of lawful age and being duly sworn I, {insert affiant name}, as {insert position or title} (ex.CEO, officer, president, duly authorized representative, etc.) 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 \_\_\_day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Affiant

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_



**RFP NO: 19-29; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT H**

**ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS  
CONFLICT OF INTEREST DISCLOSURE FORM**

Project (RFP) Number/Description: **19-29, CDBG-DR Owner Occupied Rehabilitation/Elevation/Reconstruction**

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: \_\_\_\_\_

Authorized Representative(s) : \_\_\_\_\_  
Signature Print Name/Title

\_\_\_\_\_  
Signature Print Name/Title

**RFP NO: 19-29; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT I**

**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: \_\_\_\_\_ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: \_\_\_\_\_

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
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 no, please explain why? \_\_\_\_\_

7. List the status of all pending claims currently filed against your company:

**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: \_\_\_\_\_

(Use additional or supplemental pages as needed)

**RFP NO: 19-29; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT J**

**LIST OF PROPOSED SUB-CONTRACTORS (if applicable)**

Any and all sub-contractors are subject to approval by the County. Each Respondent shall submit any sub-contractors proposed to perform any portion of the required services as provided herein. Each Respondent shall submit any proposed sub-contractors qualifications, licensing, and certifications (including MBE/WBE/DBE)

<b>Company Name</b>	<b>Division/Discipline</b>	<b>Primary Contact Name</b>	<b>Contact Number and Email Address</b>

**RFP NO: 19-29; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT K**

**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.
- (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): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

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

**RFP NO: 19-29; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT L**

**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 RFP, 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: \_\_\_\_\_

**RFP NO: 19-29; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT M**

**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: \_\_\_\_\_

**RFP NO: 19-29; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT N**

**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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**RFP NO: 19-29; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT O**

**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 Proposal 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 Proposals submitted in response to the Request for Proposal or in return for execution of a contract for performance or provision of services for which Proposal are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

NAME OF FIRM/PARTNERSHIP/CORPORATION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RFP NO: 19-29; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**ATTACHMENT P**

**CERTIFICATE OF COMPLIANCE  
WITH FLORIDA TRENCH SAFETY ACT**

Respondent acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (ACT) and Occupational Safety and Health Administrations excavation safety standard 29 CFR 1926.650 (Subpart P as amended) and the St. Johns County Trenching and Excavation Safety Program. If there is a conflict between the ACT and the St. Johns County Trenching and Excavation Safety Program, the more stringent requirement would apply. Respondent further acknowledges that included in the various items of the proposal are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990 and the Occupational Safety and Health Administrations excavation safety standard.

\_\_\_\_\_  
Respondent Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

**RFP NO: 19-29; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**REQUEST FOR PROPOSAL PACKAGE CHECKLIST**


<b>SECTION</b>	<b>ATTACHMENT NAME</b>	<b>CHECK BOX</b>	<b>ST. JOHNS COUNTY USE</b>
<b>Section 1</b>	RFP Cover Page (Attachment B)		
<b>Section 2</b>	Cover Letter		
<b>Section 3</b>	Company and Staff Qualifications		
	List of Proposed Sub-Contractors (if applicable)(Attachment J)		
	Proper and Valid Licensing for conducting business in State of FL		
	Current Applicable Department of Regulation License(s)		
	Current Applicable Certification(s)		
<b>Section 4</b>	Pricing		
	Cost Proposal (Attachment A)		
<b>Section 5</b>	Related Experience		
	Reference Form (Attachment C)		
	Evaluation of Past Performance (Attachment C cont.)		
<b>Section 6</b>	Project Approach, Quality & Schedule Control		
<b>Section 7</b>	Socioeconomic Business Enterprise		
<b>Section 8</b>	Capacity		
<b>Section 9</b>	Administrative Information (include the following):		
	Proof of Insurance with Limits		
	Drug Free Work Place Form		
	RFP Affidavit		
	RFP 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		
	Certificate of Compliance with Florida Trench Safety Act		
	Acknowledged Addenda		

**PART IX: SEALED RFP MAILING LABEL**

**RFP NO. 19-29; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION**

**Cut along the outer border and affix this label  
to your sealed bid envelope to identify it as a  
"Sealed RFP"**

<b>SEALED RFP • DO NOT OPEN</b>	
SEALED RFP NO.:	<b>RFP 19-29;</b>
RFP TITLE:	<b>CDBG-DR OWNER OCCUPIED REHABILITATION/ELEVATION/RECONSTRUCTION</b>
DUE DATE/TIME:	<b>By 4:00 P.M. – June 20, 2019</b>
SUBMITTE D BY:	_____ Company Name
	_____ Company Address
	_____ Company Address
DELIVER TO:	St. Johns County Purchasing Dept. Disaster Recovery Procurement Coordinator 500 San Sebastian View St St. Augustine FL 32084



## **PART VIII: EXHIBITS**

**RFP NO: 19-29; CDBG-DR OWNER OCCUPIED  
REHABILITATION/ELEVATION/RECONSTRUCTION  
SEPARATE ATTACHMENTS**

EXHIBIT A – HUD CPD GREEN BUILDING RETROFIT CHECKLIST

EXHIBIT B – CDBG-DR REQUIRED PROVISIONS

EXHIBIT C – SUB-RECIPIENT AGREEMENT (FDEO AGREEMENT #H2338)

EXHIBIT D – STATE’S ACTION PLAN

**END OF DOCUMENT**

## EXHIBIT A

### **HUD CPD Green Building Retrofit Checklist**

The CPD Green Retrofit Checklist promotes energy efficiency and green building practices for residential retrofit projects. Grantees must follow the checklist in its entirety and apply all measures within the Checklist to the extent applicable to the particular building type being retrofitted. The phrase “when replacing” in the Checklist refers to the mandatory replacement with specified green improvements, products, and fixtures only when replacing those systems during the normal course of the retrofit.

#### **WATER AND ENERGY CONSERVATION MEASURES**

##### **Water-Conserving Fixtures**

Install or retrofit water conserving fixtures in any unit and common facility, use the following specifications:

Toilets-- 1.28 gpf; Urinals-- 0.5 gpf; Showerheads-- 2.0 gpm; Kitchen faucets-- 2.0 gpm; and Bathroom faucets-- 1.5gpm. [gpf = gallons per flush; gpm = gallons per minute]

##### **ENERGY STAR Appliances**

Install ENERGY STAR-labeled clothes washers, dishwashers, and refrigerators, if these appliance categories are provided in units or common areas.

##### **Air Sealing: Building Envelope**

Seal all accessible gaps and penetrations in the building envelope. If applicable, use low VOC caulk or foam.

##### **Insulation: Attic** (if applicable to building type)

For attics with closed floor cavities directly above the conditioned space, blow in insulation per manufacturer's specifications to a minimum density of 3.5 Lbs. per cubic foot (CF). For attics with open floor cavities directly above the conditioned space, install insulation to meet or exceed IECC levels.

##### **Insulation: Flooring** (if applicable to building type)

Install  $\geq$  R-19 insulation in contact with the subfloor in buildings with floor systems over vented crawl spaces. Install a 6-mil vapor barrier in contact with 100% of the floor of the crawl space (the ground), overlapping seams and piers at least 6 inches.

##### **Duct Sealing** (if applicable to building type)

In buildings with ducted forced-air heating and cooling systems, seal all penetrations of the air distribution system to reduce leakage in order to meet or exceed ENERGY STAR for Homes' duct leakage standard.

##### **Air Barrier System**

Ensure continuous unbroken air barrier surrounding all conditioned space and dwelling units. Align insulation completely and continuously with the air barrier.

##### **Radiant Barriers: Roofing**

When replacing or making a substantial repair to the roof, use radiant barrier sheathing or other radiant barrier material; if economically feasible, also use cool roofing materials.

##### **Windows**

When replacing windows, install geographically appropriate ENERGY STAR rated windows.

##### **Sizing of Heating and Cooling Equipment**

When replacing, size heating and cooling equipment in accordance with the Air Conditioning Contractors of America (ACCA) Manuals, Parts J and S, or 2012 ASHRAE Handbook--HVAC Systems and Equipment or most recent edition.

##### **Domestic Hot Water Systems**

When replacing domestic water heating system(s), ensure the system(s) meet or exceed the efficiency requirements of ENERGY STAR for Homes' Reference Design. Insulate pipes by at least R-4.

**Efficient Lighting: Interior Units**

Follow the guidance appropriate for the project type: install the ENERGY STAR Advanced Lighting Package (ALP); *OR* follow the ENERGY STAR MFHR program guidelines, which require that 80% of installed lighting fixtures within units must be ENERGY STAR-qualified or have ENERGY STAR-qualified lamps installed; *OR* when replacing, new fixtures and ceiling fans must meet or exceed ENERGY STAR efficiency levels.

**Efficient Lighting: Common Areas and Emergency Lighting** (if applicable to building type)

Follow the guidance appropriate for the project type: use ENERGY STAR-labeled fixtures or any equivalent high-performance lighting fixtures and bulbs in all common areas; *OR* when replacing, new common space and emergency lighting fixtures must meet or exceed ENERGY STAR efficiency levels. For emergency lighting, if installing new or replacing, all exist signs shall meet or exceed LED efficiency levels and conform to local building codes.

**Efficient Lighting: Exterior**

Follow the guidance appropriate for the project type: install ENERGY STAR-qualified fixtures or LEDs with a minimum efficacy of 45 lumens/watt; *OR* follow the ENERGY STAR MFHR program guidelines, which require that 80% of outdoor lighting fixtures must be ENERGY STAR-qualified or have ENERGY STAR-qualified lamps installed; *OR* when replacing, install ENERGY STAR compact fluorescents or LEDs with a minimum efficacy of 45 lumens/watt.

**INDOOR AIR QUALITY****Air Ventilation: Single Family and Multifamily** (three stories or fewer)

Install an in-unit ventilation system capable of providing adequate fresh air per ASHRAE 62.2 requirements.

**Air Ventilation: Multifamily** (four stories or more)

Install apartment ventilation systems that satisfy ASHRAE 62.2 for all dwelling units and common area ventilation systems that satisfy ASHRAE 62.1 requirements. If economically feasible, consider heat/energy recovery for 100% of corridor air supply.

**Composite Wood Products that Emit Low/No Formaldehyde**

Composite wood products must be certified compliant with California 93120. If using a composite wood product that does not comply with California 93120, all exposed edges and sides must be sealed with low-VOC sealants.

**Environmentally Preferable Flooring**

When replacing flooring, use environmentally preferable flooring, including the FloorScore certification. Any carpet products used must meet the Carpet and Rug Institute's Green Label or Green Label Plus certification for carpet, pad, and carpet adhesives.

**Low/No VOC Paints and Primers**

All interior paints and primers must be less than or equal to the following VOC levels: Flats--50 g/L; Non-flats--50 g/L; Floor--100 g/L. [g/L = grams per liter; levels are based on a combination of the Master Painters Institute (MPI) and GreenSeal standards.]

**Low/No VOC Adhesives and Sealants**

All adhesives must comply with Rule 1168 of the South Coast Air Quality Management District. All caulks and sealants must comply with regulation 8, rule 51, of the Bay Area Air Quality Management District.

**Clothes Dryer Exhaust**

Vent clothes dryers directly to the outdoors using rigid-type duct work.

**Mold Inspection and Remediation**

Inspect the interior and exterior of the building for evidence of moisture problems. Document the extent and location of the problems, and implement the proposed repairs according to the Moisture section of the EPA Healthy Indoor Environment Protocols for Home Energy Upgrades.

**Combustion Equipment**

When installing new space and water-heating equipment, specify power-vented or direct vent combustion equipment.

**Mold Prevention: Water Heaters**

Provide adequate drainage for water heaters that includes drains or catch pans with drains piped to the exterior of the dwelling.



**Mold Prevention: Surfaces**

When replacing or repairing bathrooms, kitchens, and laundry rooms, use materials that have durable, cleanable surfaces.

**Mold Prevention: Tub and Shower Enclosures**

When replacing or repairing tub and/or shower enclosures, use non-paper-faced backing materials such as cement board, fiber cement board, or equivalent in bathrooms.

**Integrated Pest Management**

Seal all wall, floor, and joint penetrations with low-VOC caulking or other appropriate sealing methods to prevent pest entry. [If applicable, provide training to multifamily buildings staff.]

**Lead-Safe Work Practices**

For properties built before 1978, if the project will involve disturbing painted surfaces or cleaning up lead contaminated dust or soil, use certified renovation or lead abatement contractors and workers using lead-safe work practices and clearance examinations consistent with the more stringent of EPA's Renovation, Repair, and Painting Rule and HUD's Lead Safe Housing Rule.

**Radon Testing and Mitigation** (if applicable based on building location)

For buildings in EPA Radon Zone 1 or 2, test for radon using the current edition of American Association of Radon Scientists and Technologists (AARST)'s Protocols for Radon Measurement in Homes Standard for Single-Family Housing or Duplexes, or AARST's Protocol for Conducting Radon and Radon Decay Product Measurements in Multifamily Buildings. To install radon mitigation systems in buildings with radon level of 4 pCi/L or more, use ASTM E 2121 for single-family housing or duplexes, or AARST's Radon Mitigation Standards for Multifamily Buildings. For new construction, use AARST's Reducing Radon in New Construction of 1 & 2 Family Dwellings and Townhouses, or ASTM E 1465

## **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.

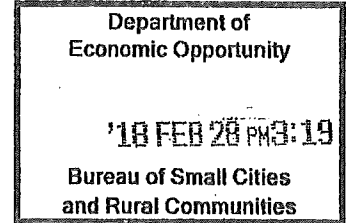
**13. Fraud and False or Fraudulent or Related Acts.**

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.

# 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](mailto: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](http://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](mailto: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](http://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)(f), 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](mailto: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 Peary

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

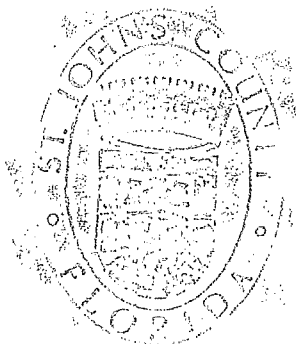
Approved as to form and legal sufficiency,  
subject only to the full and proper execution  
by the Parties

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><b>CDBG-DR Program Design and Implementation</b> 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><b>Housing Program-Homeowner Service Project</b> 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><b>Housing Program-Supportive Housing Initiative PUD Rental Housing Project</b> 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><b>Public Facilities Program</b> 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><b>Infrastructure Program</b> 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><b>TOTAL AWARD NOT TO EXCEED \$45,837,520</b></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
<b>1. Housing Program - Homeowner Service Project</b>													
	Home Repair												
	Reconstruction												
	Replacement of Manufactured Homes												
	Temporary Rental and Mortgage Assistance												
	Buyout / Acquisition for Redevelopment												
<b>2. Housing Program - Supportive Housing Initiative PUD Rental Housing Project</b>													
<b>3. Public Facilities Program – Unified Service Center</b>													
<b>4. Infrastructure Program</b>													
	Armstrong Drainage Project												
	Hastings Phase I Sewer												
	Hastings Phase II Sewer												
	Oyster Creek Basin Improvements												
	Orange Street Drainage												
	Avenue D Drainage												

	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.

1.	Source of Other Funds	Amount
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(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 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***

- 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 (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.
- B. 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.
- 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 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:

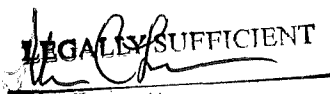
3-14-18

Name:

Michael Wanchick

Title:

County Administrator

**LEGALLY SUFFICIENT**  
  
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](mailto: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](mailto: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](mailto: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](mailto: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><b>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.</b></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><b>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.</b></p>	
<p><b>By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.</b></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 – <a href="http://www.deocdbg.com">http://www.deocdbg.com</a>. 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><b>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.</b></p>		
Name:	Date: _____	_____ Signature
Title:		
<b>Additional Payment Information for Processing Requests for Funds</b>		
<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: <a href="http://flair.dbf.state.fl.us/">http://flair.dbf.state.fl.us/</a>.</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 20<sup>th</sup> day of February, 2018.

BOARD OF COUNTY  
COMMISSIONERS OF ST. JOHNS  
COUNTY

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

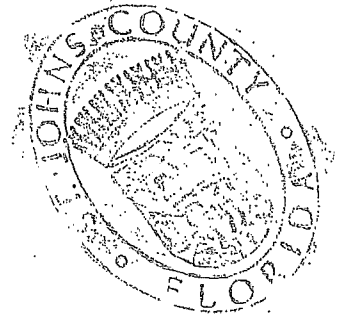
Henry Dean, Chair

ATTEST: Hunter S. Conrad, Clerk

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

Deputy Clerk

RENDITION DATE 2/21/18



**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.

<b>ST. JOHNS COUNTY, FLORIDA</b>	<b>FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY</b>
SIGNED: 	SIGNED: 
<b>MICHAEL D. WANCHICK COUNTY ADMINISTRATOR</b>	<b>CHRIS PEARY CHIEF OF STAFF</b>
DATE: <u>7-10-18</u>	DATE: <u>7.30.18</u>

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**

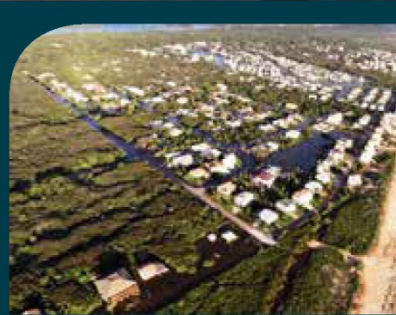
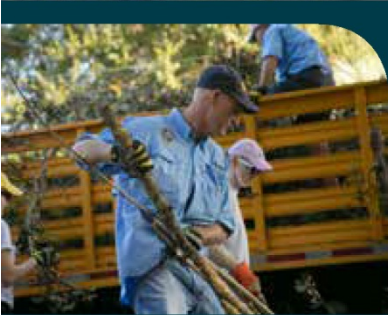
By: 

By: C. Haak

Approved Date: 7-6-18

Approved Date: 7-24-2018

STATE OF FLORIDA  
Action Plan *for* Disaster Recovery  
Exhibit D



*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 <a href="http://www.floridajobs.org/CDBG-DR">www.floridajobs.org/CDBG-DR</a> .
		Local Government Application for Funding	New language regarding availability of Local Government Application for Funding on the CDBG-DR website at <a href="http://www.floridajobs.org/CDBG-DR">www.floridajobs.org/CDBG-DR</a> .
		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 <a href="https://www.huduser.gov/portal/datasets/il.html">https://www.huduser.gov/portal/datasets/il.html</a> .



**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**

<b>Previous Page #</b>	<b>New Page #</b>	<b>Section</b>	<b>Change/Addition/Deletion</b>
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**

<b>Previous Page #</b>	<b>New Page #</b>	<b>Section</b>	<b>Change/Addition/Deletion</b>
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.

## Table of Contents

List of Figures	7		
List of Tables	8		
<b>UNMET NEEDS ASSESSMENT</b>			
1. Introduction	10		
Community Profile: Summary of Impact and Presidentially Declared Counties	13		
Hurricane Hermine	13		
Hurricane Matthew	14		
Demographic Profile of the Impacted Area	19		
Unmet Needs Assessment Data	30		
Summary of Impacts and Unmet Needs	30		
Housing Impact	31		
Housing Types Affected	32		
Mobile Homes	35		
Summary Tables	37		
Housing Funds Made Available	38		
FEMA Individual Assistance (IA)	39		
National Flood Insurance Program (NFIP) Coverage	39		
Small Business Administration (SBA) Home Loans	39		
Private Insurance Proceeds	39		
Housing Unmet Need	41		
Housing Impact Methodology	41		
Infrastructure Impact	43		
Public Assistance	43		
Economic Impact	48		
Impact to Agribusiness	48		
Unmet Needs Assessment: Appendices	52		
Appendix 1: 2016 HUD Income Limits for IA Declared Counties	52		
Appendix 2: 2016 Populations by LMI for IA Declared Counties	55		
Appendix 3: Insurance Claims by County for Hurricane Hermine	58		
Appendix 4: Insurance Claims by County for Hurricane Matthew	60		
Appendix 5: SBA Loans by NAICS Code	62		
		<b>GENERAL ACTION PLAN REQUIREMENTS</b>	
		2. Connection between Needs and Allocation of Funds	65
		3. Public Housing, Affordable Housing, and Housing for Vulnerable Populations	65
		4. Minimize or Address Displacement	67
		5. Maximum Assistance and Cost Reasonable	67
		6. Elevation Standards	68
		7. Planning & Coordination	68
		8. Infrastructure Activities	69
		9. Leveraging Funds	70
		10. Protection of People and Property; Construction Methods	70
		11. Program Income	71
		12. Monitoring Standards and Procedures	71
		13. Broadband Infrastructure	71
		<b>PROJECTS AND ACTIVITIES</b>	
		14. Method of Distribution	72
		<i>Program Budget</i>	
		15. Basis for Allocations	76
		16. Program Details	77
		<i>Eligible Activities</i>	79
		<i>Ineligible Activities</i>	79
		17. Criteria to Determine Method of Distribution	79
		<i>For the 80 Percent Most Impacted and     Distressed Areas (St. Johns County)</i>	79
		<i>For the 20 Percent Most Impacted and     Distressed Areas</i>	79
		<b>LOCATION, MITIGATION MEASURES, AND URGENT NEED</b>	
		18. Presidentially-declared County	82
		19. Mitigation Measures	82
		20. Use of Urgent Need	82

## Table of Contents

---

### CITIZEN PARTICIPATION

21. Clarity	84
22. Budget	84
23. Time for Citizen Comment	84
24. Publication (a)	84
25. Publication (b)	84
26. Website	84
27. Consultation	85
28. Accessibility	86
29. Receipt of Comments	86
30. Substantial Amendment	86
31. Summary of Public Comments	86
32. Consistency of Budget	86
33. Citizen Complaints	86
34. Certification and Risk Analysis Documentation	87
35. CDBG-DR Certifications	87
36. SF-424	89

### CONCLUSION

37. Complete and Compliant	91
38. Pre-Award, Pre-Agreement, and Reimbursement	91
39. Uniform Relocation Act	91
40. Deadlines	92
41. Most Impacted and Distressed	92
42. Disaster Recovery Program Implementation	92
43. Local Government Application for Funding	92
44. Citizen Participation and Applications for Assistance	92
Appendix 6: Response to Public Comment	94
Appendix 7: Public Comment Supporting Documentation	106
Appendix 8: Expenditure Projections – All Categories	199
Definitions and Acronyms	201

## LIST OF FIGURES

Figure 1:	Hurricane Hermine Sustained Winds	13
Figure 2:	Hurricane Hermine Estimated Peak Inundation	14
Figure 3:	Hurricane Hermine Track and Rainfall Estimates	15
Figure 4:	Hurricane Matthew Path and Associated Rainfall Areas	16
Figure 5:	Hurricane Matthew Peak Wind Gusts	17
Figure 6:	Hurricane Matthew Rainfall Totals	17
Figure 7:	Declared Counties for Presidential Disaster Declarations 4280 (Hermine) and 4283 (Matthew)	19
Figure 8:	Low to Moderate Income by Block Group	21
Figure 9:	Low to Moderate Income by Block Group - Brevard County	22
Figure 10:	Low to Moderate Income by Block Group - Duval County	22
Figure 11:	Low to Moderate Income by Block Group - Flagler County	23
Figure 12:	Low to Moderate Income by Block Group - St. Johns County	23
Figure 13:	Low to Moderate Income by Block Group - Volusia County	23
Figure 14:	Percent of Tract Population Speaking English Not Well or Not At All	24
Figure 15:	Age Dependent (< 5 Years or > 65 Years) Population by Tract	26
Figure 16:	Percent of Population Living Below Poverty Line by Tract	26
Figure 17:	Percent Unemployment by Tract	26
Figure 18:	Percent of Tract Population without automobile access	27
Figure 19:	Breakdown of Impacts, Support, and Unmet Need by Recovery Category	30
Figure 20:	Median House Value	32
Figure 21:	Housing Unit Tenure	32
Figure 22:	Rental Housing Unit Tenure	34
Figure 23:	Mobile Home Populations	36
Figure 24:	Crop Loss based on USDA Indemnity	50
Figure 25:	Primary Sector Employment for Impacted Counties	50

## LIST OF TABLES

Table SA1: Total Estimated Serious Damaged Units with Unmet Needs	11
Table SA2: Home Loan Applications for Florida	12
Table 1: Declared County List for Presidential Disaster Declaration 4280 (Hermine)	18
Table 2: Declared County List for Presidential Disaster Declaration 4283 (Matthew)	18
Table 3: Demographic Profile Information - American Community Survey Data, 2015 Release	20
Table 4: LMI Population Counts by Block Group and County for Matthew Impacted Counties	22
Table 5: Language Spoken at Home and Ability to Speak English for Persons 5 Years and Over in Florida (2011-2015)	25
Table 6: FEMA Individual Assistance Applicants by Special Needs Category	27
Table 7: Homeless Populations by County	28
Table 8: Evacuation Shelters in Use During Hurricane Hermine	29
Table 9: Shelter Occupancy by County for Hurricane Matthew	29
Table 10: Data sources Utilized in the Assessment of Impacts and Unmet Needs	30
Table 11: Estimated Impact, Support, and Unmet Needs	31
Table 12: FEMA IA Applicants in the FL Hermine and Matthew IA Impacted Counties	31
Table 13: FEMA IA Applicants by Housing Type	32
Table 14: Age of Housing Stock: Percentage of Units by Year Built, by County (ACS 2011-2015)	33
Table 15: Age of Rental Housing Stock: Percentage of Units by Year Built, by County (ACS 2011-2015)	35
Table 16: Mobile Homes with Verified Loss, by County	37
Table 17: FEMA Applicant Breakdown by < 30% Low/Moderate Income, Age, and Access/Functional Needs	37
Table 18: FEMA Applicant Breakdown by < 50% Low/Moderate Income, Age, and Access/Functional Needs	38
Table 19: FEMA Applicant Breakdown by < 80% Low/Moderate Income, Age, and Access/Functional Needs	38
Table 20: Applicants by FEMA Verified Losses and Housing Assistance	39
Table 21: Hurricane Hermine Insurance Claims Data	40
Table 22: Hurricane Matthew Insurance Claims Data	40
Table 23: SBA Derived Impacts and Unmet Needs for Housing	42
Table 24: Public Assistance Category A and B Totals by County, Hurricane Hermine	44
Table 25: Public Assistance Category A and B Totals by County, Hurricane Matthew	45
Table 26: Public Assistance Category C-G Totals by County, Hurricane Hermine	46
Table 27: Public Assistance Category C-G Totals by County, Hurricane Matthew	47
Table 28: SBA Derived Impacts and Unmet Needs for Businesses	49
Table 29: USDA Indemnity Payments for Hermine and Matthew Damage in Florida (September – November 2016)	51
Table 30: Estimated Crop Losses Based on Insurance Level Coverage	51



# 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. history<sup>1</sup>. 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<sup>2</sup>. 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.

---

<sup>1</sup> [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](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)

<sup>2</sup> <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)
<b>St. Johns</b>	1063	488	575
<b>Volusia</b>	1801	678	1123
<b>Citrus</b>	212	85	127
<b>Pasco</b>	181	50	131
<b>Dixie</b>	55	5	50
<b>Taylor</b>	29	6	23
<b>Manatee</b>	49	4	45
<b>Flagler</b>	644	281	363
<b>Putnam</b>	185	61	124
<b>Levy</b>	72	24	48
<b>Duval</b>	604	204	400
<b>Hernando</b>	66	21	45

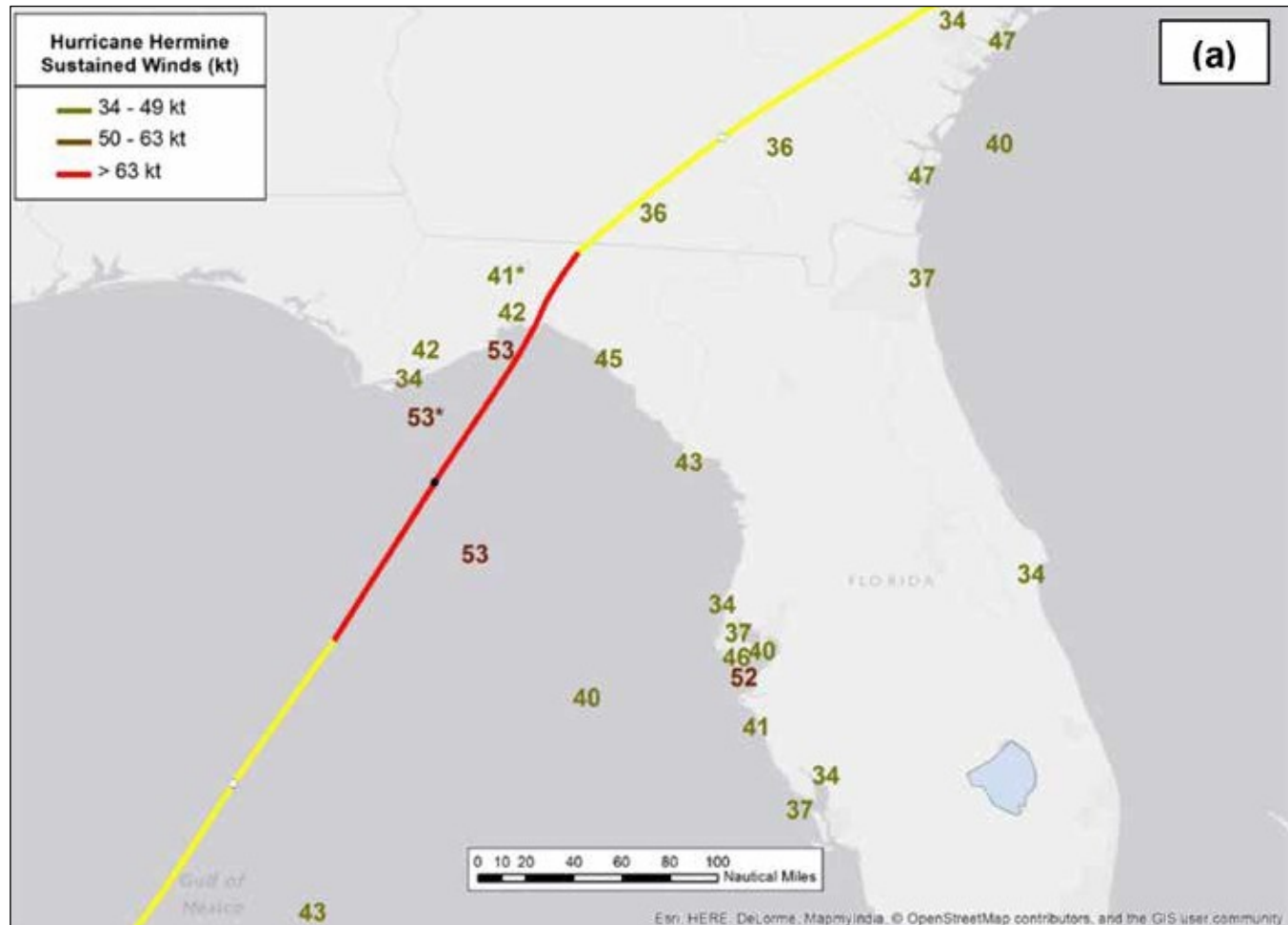
SBA Disaster Loan Statistics as of August 28, 2017

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

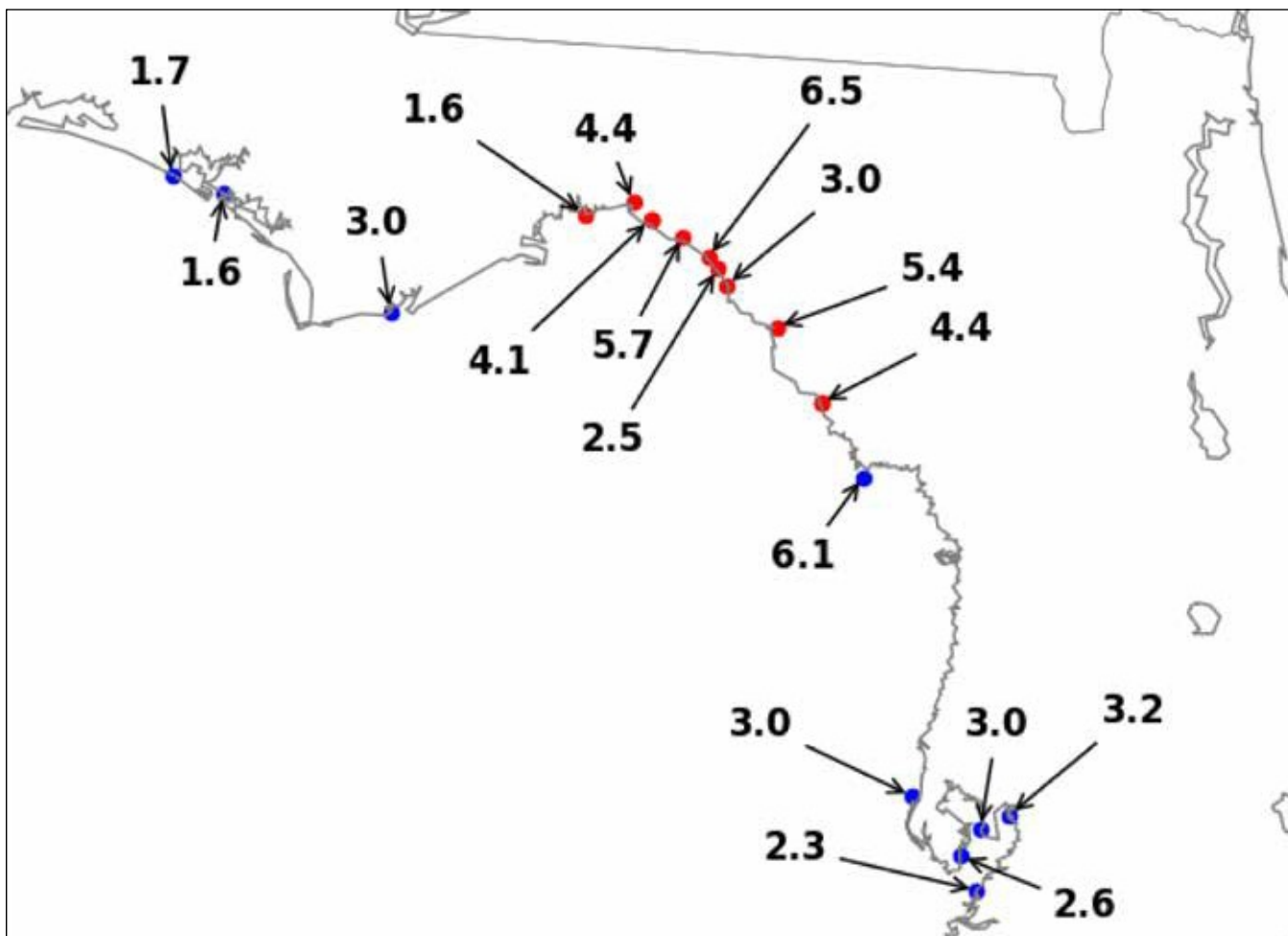
Hurricane Hermine was a Category 1 hurricane (on the Saffir-Simpson Hurricane Wind Scale) that made landfall along the sparsely populated Big Bend coast of Florida just east of the City of St. Marks. Hermine was the first hurricane to make landfall in Florida since Wilma in 2005. There were no reports of hurricane force winds in the state (Figure 1)<sup>3</sup>.



**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).

<sup>3</sup> [http://www.nhc.noaa.gov/data/tcr/AL092016\\_Hermine.pdf](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.

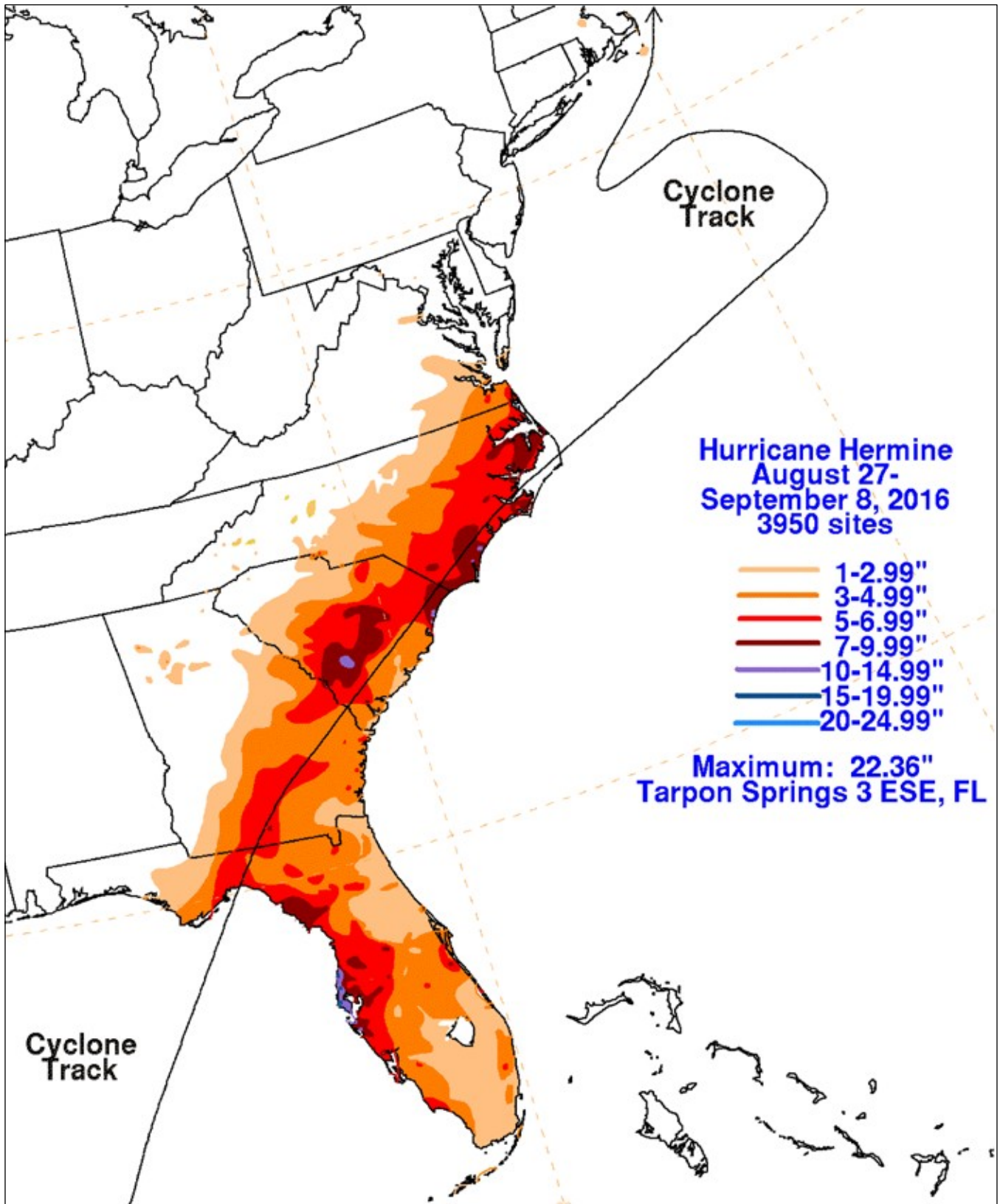
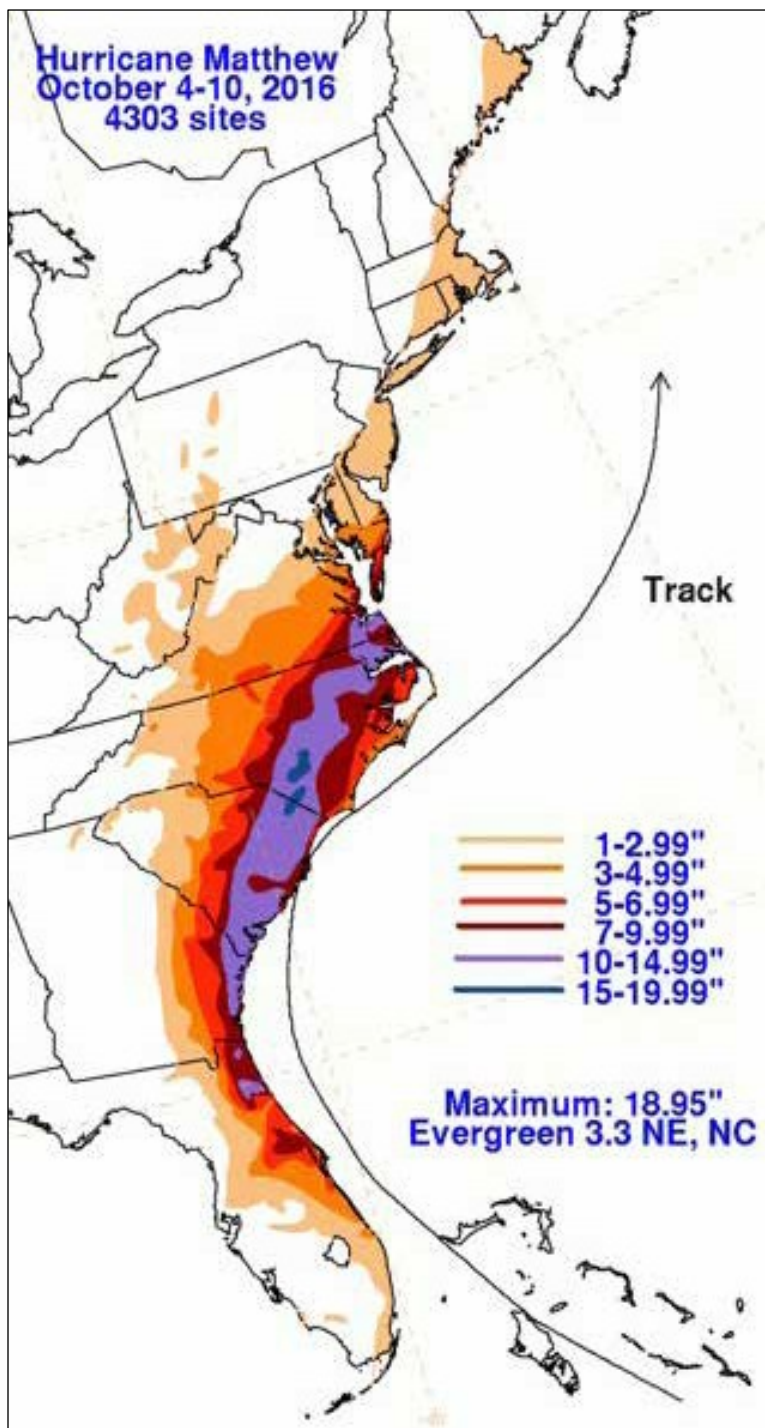


Figure 3: Hurricane Hermine Track and Rainfall Estimates

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 period<sup>4</sup>. 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<sup>5</sup>.



**Figure 4:** Hurricane Matthew Path and Associated Rainfall Areas

<sup>4</sup> <https://weather.com/storms/hurricane/news/hurricane-matthew-bahamas-florida-georgia-carolinas-forecast>

<sup>5</sup> <https://www.weather.gov/media/chs/MatthewPSH.pdf>





Figure 5: Hurricane Matthew Peak Wind Gusts<sup>6</sup>



Figure 6: Hurricane Matthew Rainfall Totals

<sup>6</sup> <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	Suwanee	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)<sup>7</sup>.

**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 classifications<sup>8</sup>:

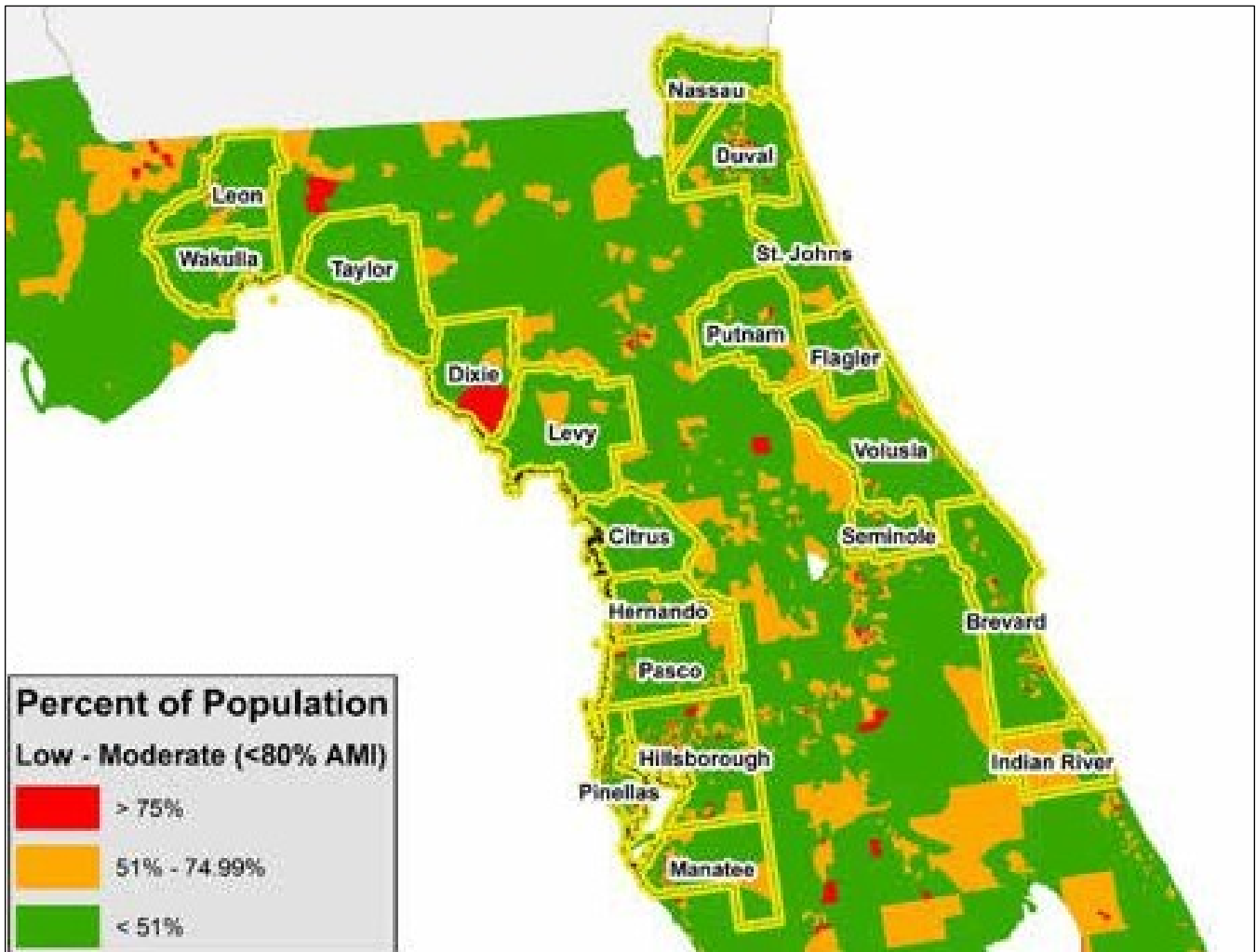
- **Very low income** – has an annual income at 30 percent or below the area median income;
- **Low income** – has an annual income at 31 percent to 50 percent of the area median income; and
- **Moderate income** – has an annual income at 51 percent to 80 percent of the area median income.

<sup>7</sup> These National Objective definitions and corresponding language are set by HUD regulation.

<sup>8</sup> 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) system<sup>9</sup>. Please refer to *Appendix 1: HUD Income Limits* for income categories in the declared counties.



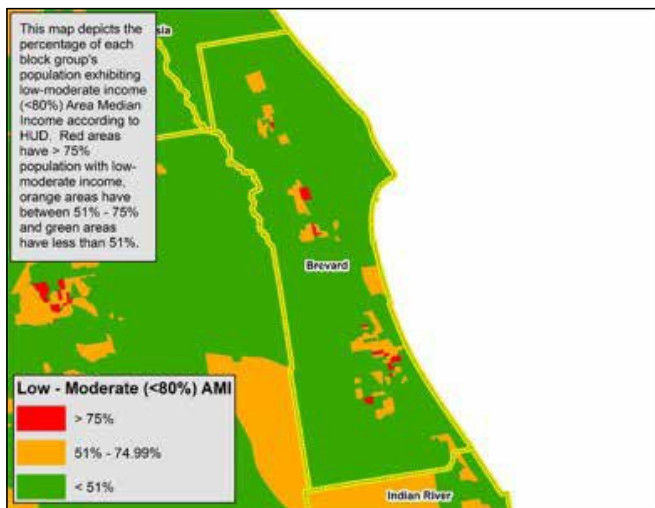
**Figure 8:** Low to Moderate Income by Block Group

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.

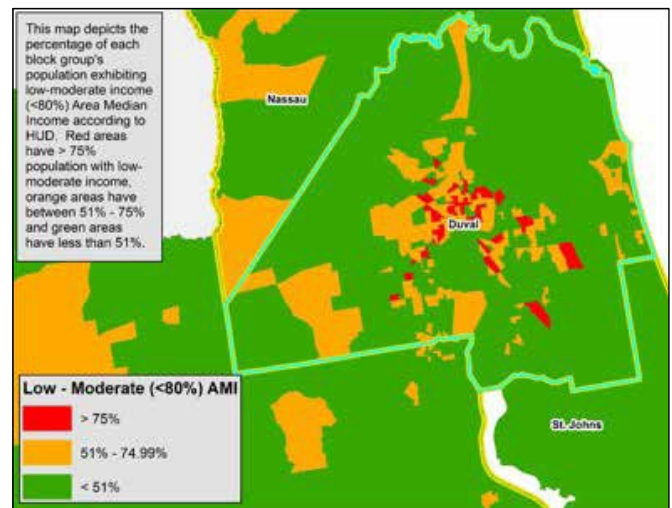
<sup>9</sup> HUD Program Income Limits are published annually for use across all HUD funded program and contain incongruous terminology to the Housing Act. Terminology published in the annual income limits is applied to other HUD funded formula allocation programs to support individual income group targets 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 COUNTIES<sup>10</sup>**

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	28	36,835
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
Wakulla	13	8,090	2	2,050	—	—
<b>TOTAL</b>	<b>2,960</b>	<b>1,362,290</b>	<b>970</b>	<b>771,340</b>	<b>282</b>	<b>274,285</b>

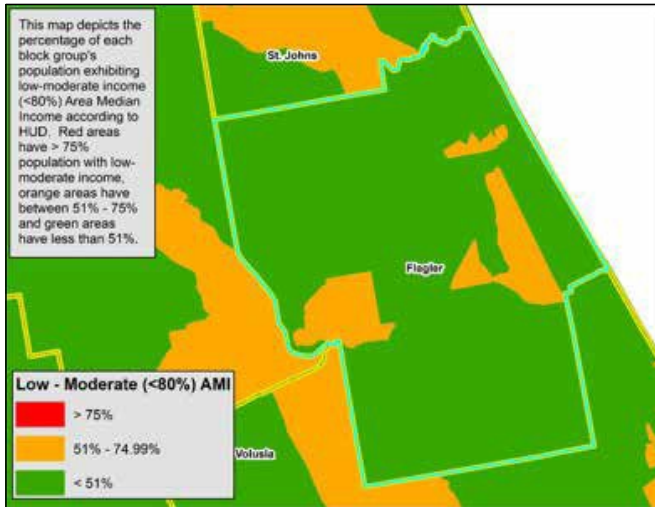


**Figure 9:** Low to Moderate Income by Block Group – Brevard County



**Figure 10:** Low to Moderate Income by Block Group – Duval County

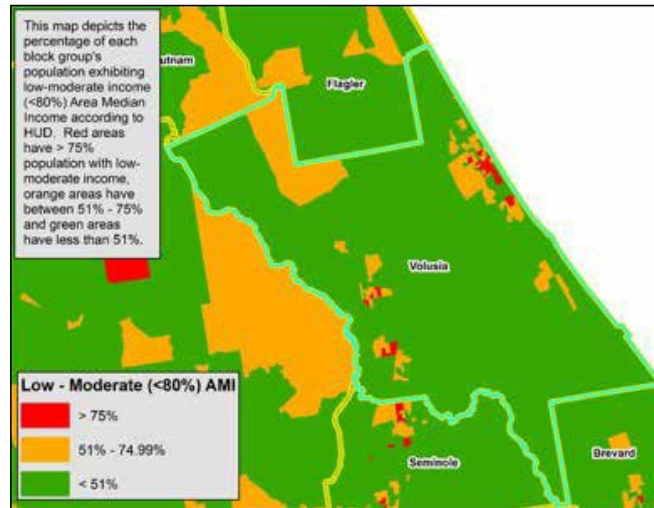
<sup>10</sup> <https://www.hudexchange.info/programs/acs-low-mod-summary-data/acs-low-mod-summary-data-block-groups-places/>



**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

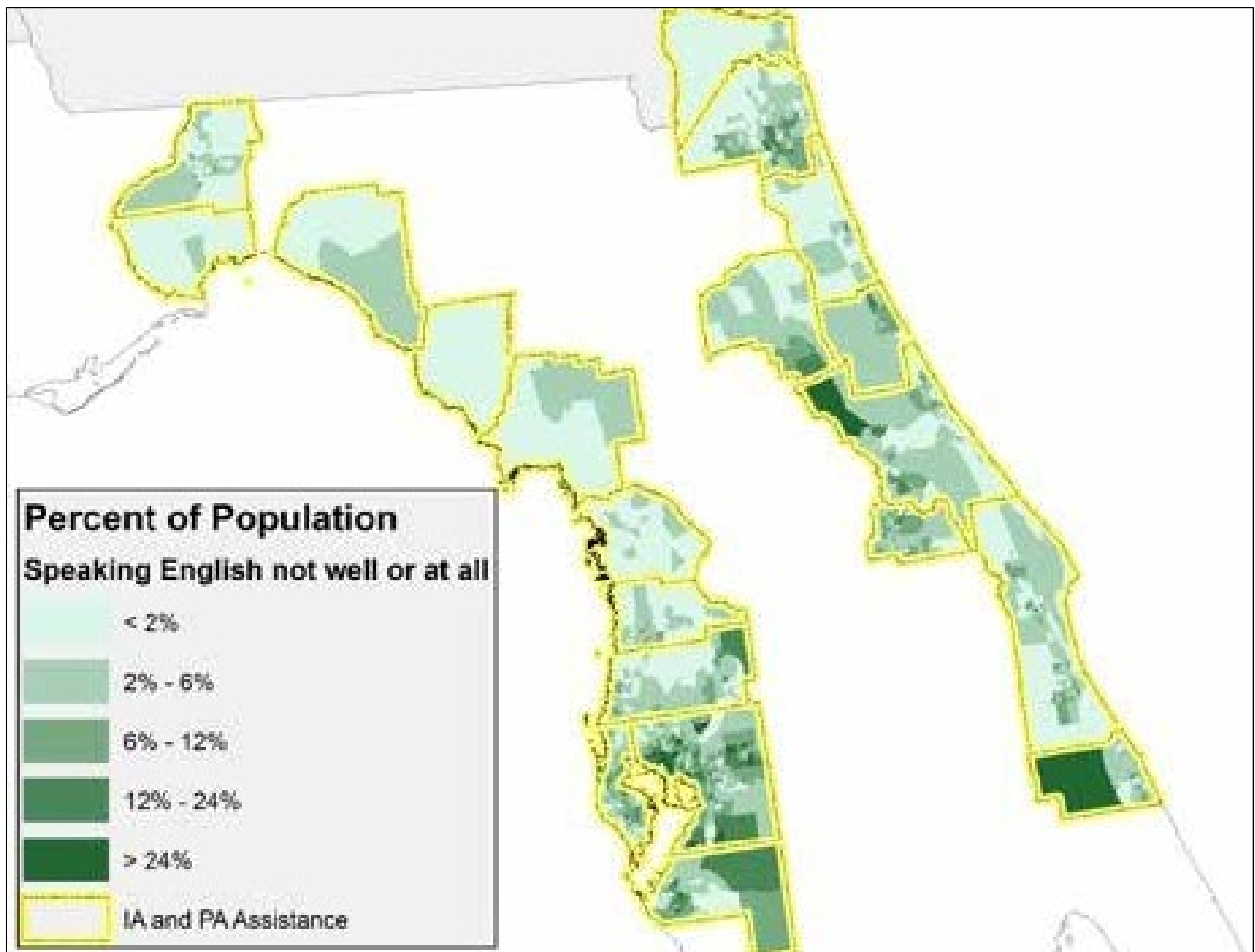
Individuals with access and functional needs will require assistance with accessing and/or receiving disaster resources. These individuals could be children, older adults, pregnant women, from diverse cultures, transportation disadvantaged, homeless, have chronic medical disorders, and/or a pharmacological dependency. They could have disabilities, live in institutions, have limited English proficiency or altogether be non-English speaking<sup>11</sup>.

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.

<sup>11</sup> 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 well<sup>12</sup>. 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

<sup>12</sup> 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.

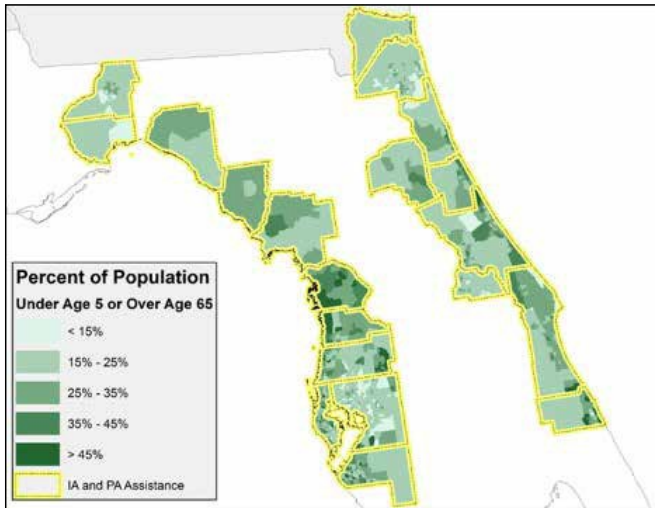


**TABLE 5: LANGUAGE SPOKEN AT HOME AND ABILITY TO SPEAK ENGLISH  
FOR PERSONS 5 YEARS AND OVER IN FLORIDA (2011-2015)**

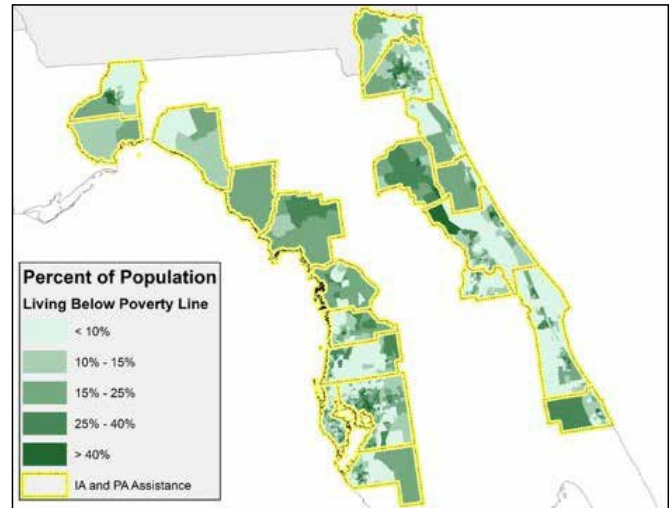
COUNTY	TOTAL	SPEAKS ONLY ENGLISH		SPEAKS SPANISH		SPEAKS OTHER LANGUAGE	
		NUMBER	PERCENT	NUMBER	PERCENT	NUMBER	PERCENT
Brevard	527,527	472,256	89.52%	10,452	1.98%	7,274	1.38%
Citrus	134,267	126,237	94.02%	1,520	1.13%	1,073	0.80%
Dixie	15,275	14,701	96.24%	130	0.85%	44	0.29%
Duval	830,258	718,411	86.53%	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%	4,353	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%
<b>IMPACTED COUNTIES</b>	<b>6,388,043</b>	<b>5,381,127</b>	<b>84.24%</b>	<b>233,659</b>	<b>3.66%</b>	<b>120,306</b>	<b>1.88%</b>

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.

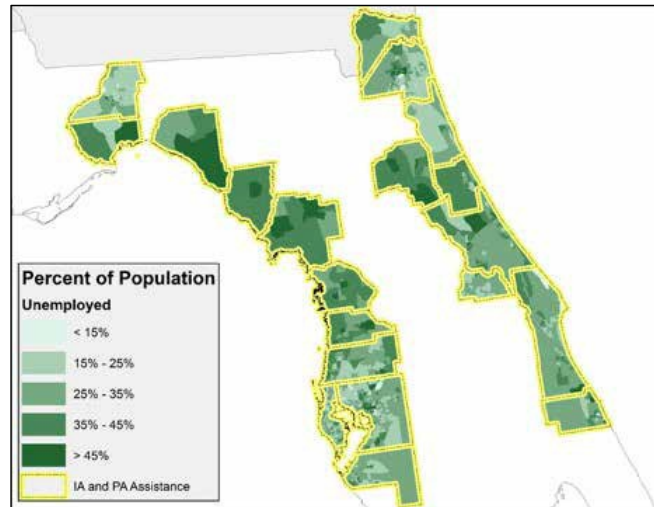
Additionally, the map below (Figure 16) shows relative concentrations of poverty in Duval, Hillsborough, Levy and Putnam counties, followed by a map of larger concentrations of unemployment across the region (Figure 17).



**Figure 15:** Age Dependent (< 5 Years or > 65 Years) Population by Tract



**Figure 16:** Percent of Population Living Below Poverty Line by Tract



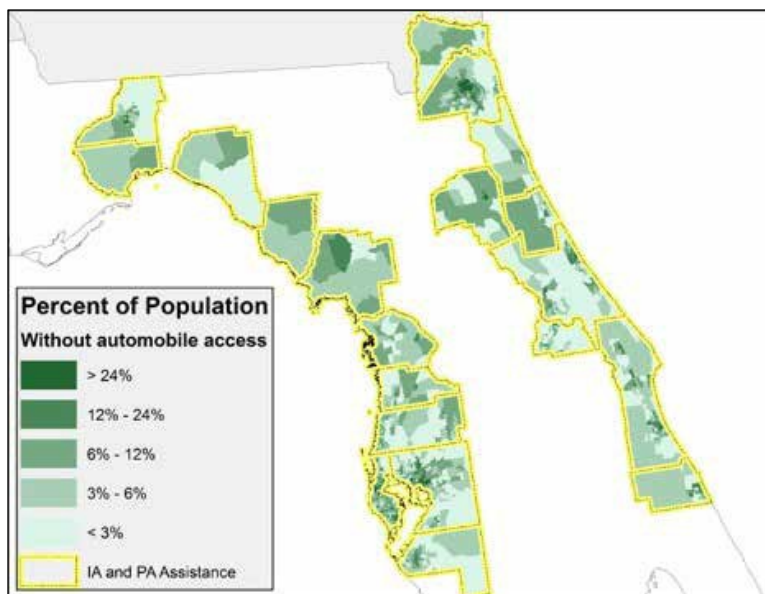
**Figure 17:** Percent Unemployment by Tract

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					
PDD 4280 – HURRICANE HERMINE			PDD 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"> <li>● "No Count" was indicated in the data</li> <li>● Indicates the number "0" was represented in the data</li> </ul>		
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 MATTHEW<sup>13</sup>**

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
Okceechobee	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
<b>TOTAL</b>	<b>149</b>	<b>33,105</b>	<b>24,570</b>

<sup>13</sup> 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
<b>HOUSING</b>		
FEMA Housing Assistance - Owners	Open FEMA Dataset	3/28/2017
FEMA Housing Assistance - Renters	Open FEMA Dataset	3/28/2017
FEMA FIDA Applicant Report	FEMA Regional Office	3/22/2017
SBA Home Applicant Report	Small Business Administration	3/6/2017
Florida Matthew Flood Claims	National Flood Insurance Program	3/13/2017
<b>INFRASTRUCTURE</b>		
PA Project Worksheet Summary - Hermine	Florida Division of Emergency Management	3/27/2017
PA Project Worksheet Summary - Matthew	Florida Division of Emergency Management	3/27/2017
Public Assistance Funded Project Details	Open FEMA Dataset	3/10/2017
<b>ECONOMY</b>		
USDA Crop Indemnity	United States Department of Agriculture	3/9/2017
USDA Crop Coverage Levels	United States Department of Agriculture	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

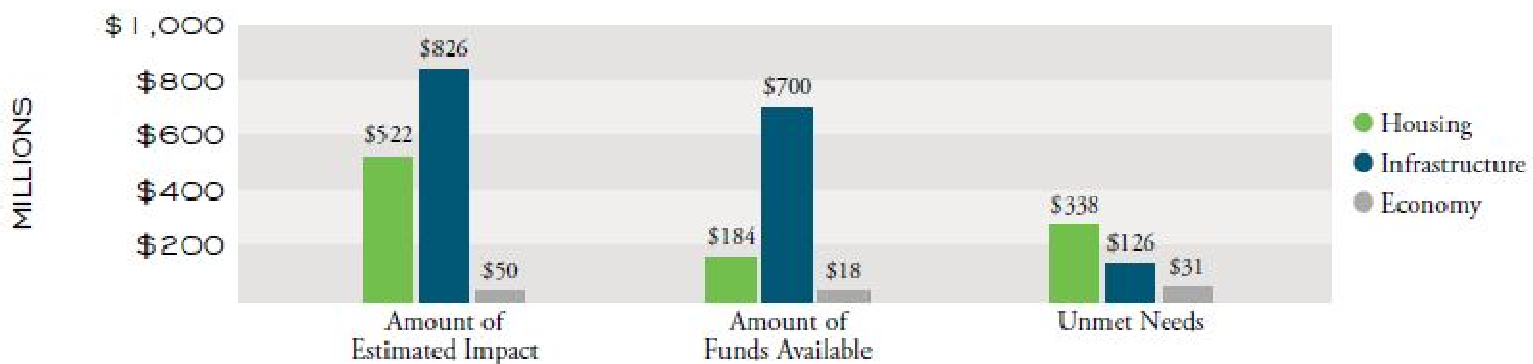


Figure 19: Breakdown of Impacts, Support, and Unmet Need by Recovery Category

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 COUNTIES<sup>14</sup>

COUNTY	# OF APPLICANTS <sup>15</sup>	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	766	596	508	85.23%	332	\$4,275,360	\$12,878
Dixie	327	258	189	73.26%	145	\$1,353,992	\$9,338
Duval	3,437	1,510	1,288	85.30%	406	\$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	\$8,267
Hillsborough	171	132	87	65.91%	23	\$152,078	\$6,612
Indian River	413	258	209	81.01%	54	\$228,247	\$4,227
Leon	832	369	293	79.40%	111	\$562,950	\$5,072
Levy	290	211	156	73.93%	95	\$877,753	\$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	661	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	696	79.00%	289	\$1,197,437	\$4,143
Seminole	564	288	222	77.08%	42	\$115,475	\$2,749
St. Johns	3,642	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	6,058	5,180	85.51%	1,587	\$6,931,350	\$4,368
Wakulla	110	57	40	70.18%	16	\$66,019	\$4,126
<b>TOTAL</b>	<b>34,581</b>	<b>17,739</b>	<b>14,690</b>	<b>78.16%</b>	<b>5,613</b>	<b>\$40,596,936</b>	<b>\$129,549</b>

<sup>14</sup> <https://www.fema.gov/api/open/v1/HousingAssistanceOwners.csv>

<sup>15</sup> 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	2
House/Duplex	37,467
Military Housing	11
Mobile Home	9,200
Other	2,460
Townhouse	513
Travel Trailer	434
<b>TOTAL</b>	<b>54,632</b>

### 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.

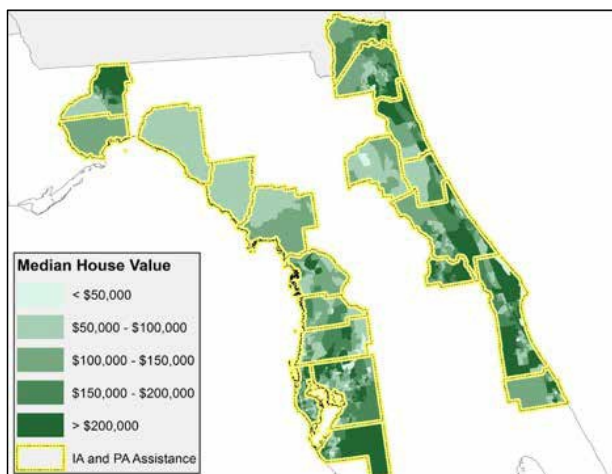


Figure 20: Median House Value

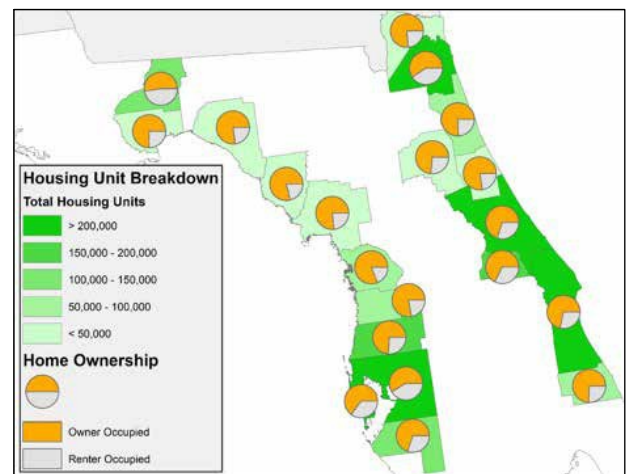


Figure 21: Housing Unit Tenure



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	1980-1999	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%
<b>TOTAL</b>	<b>3,201,259</b>	<b>1.58%</b>	<b>19.63%</b>	<b>38.13%</b>	<b>28.42%</b>	<b>9.68%</b>	<b>2.56%</b>

## 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 estimates<sup>16</sup>. The median rent for the state is \$1,002 monthly<sup>17</sup>.

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).

<sup>16</sup> ACS 2011-2015, B25004 - VACANCY STATUS

<sup>17</sup> <https://www.census.gov/quickfacts/table/HSG860215/12>

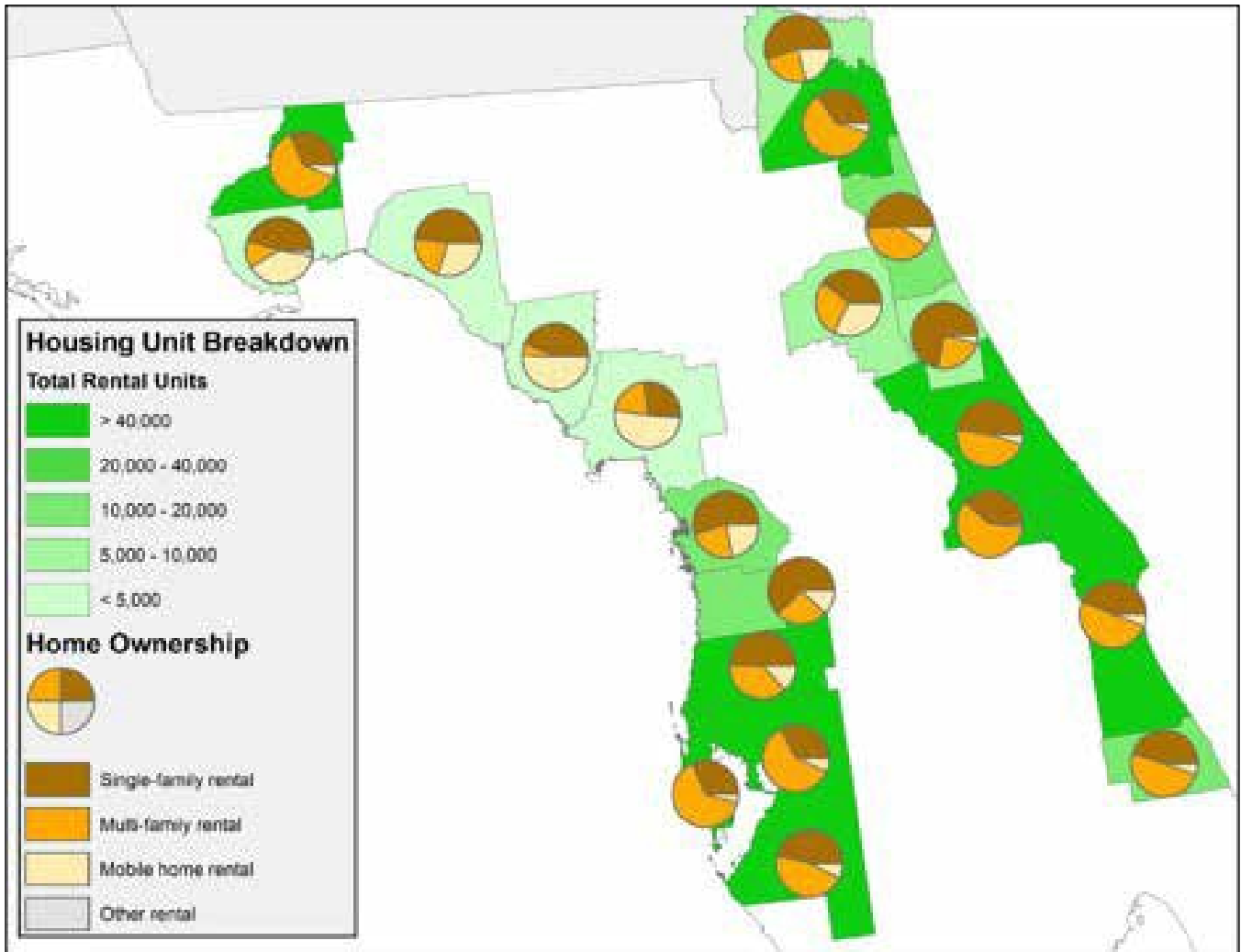


Figure 22: Rental Housing Unit Tenure

**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%
<b>TOTAL</b>	<b>889,204</b>	<b>1.94%</b>	<b>18.65%</b>	<b>36.29%</b>	<b>30.38%</b>	<b>9.71%</b>	<b>3.03%</b>

## 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.

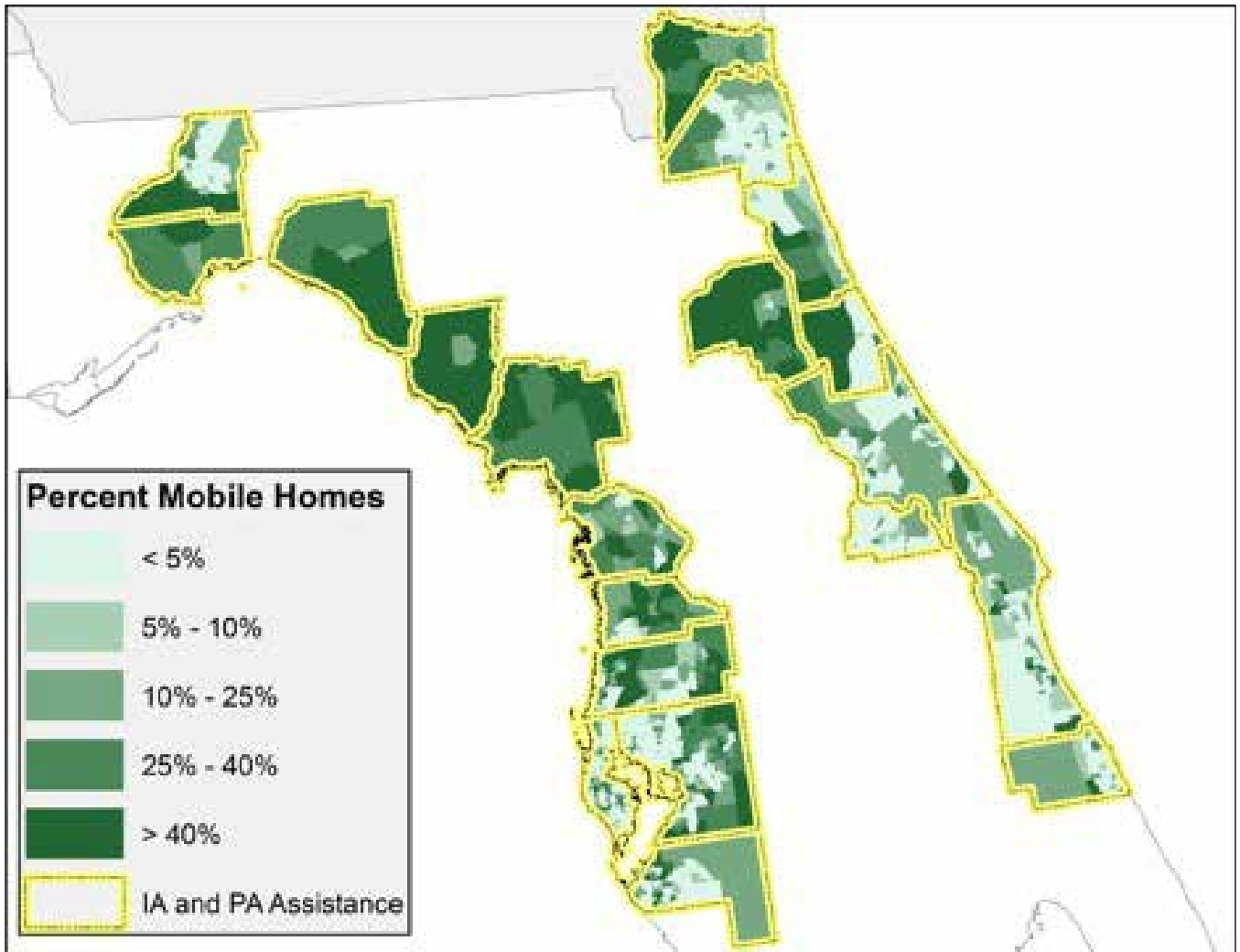


Figure 23: Mobile Home Populations

**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
<b>TOTAL</b>	<b>5,111</b>	<b>\$7,704,030</b>

**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
<b>NUMBER OF HOMES</b>	<b>7,597</b>	<b>1,555</b>	<b>87</b>
Owners	5,730	1,445	53
Renters	1,867	110	34
<b>NUMBER OF MOBILE HOMES</b>	<b>2,379</b>	<b>562</b>	<b>22</b>
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	LMI < 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	LMI < 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 \$37,201,261 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	11,444	\$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.

<sup>18</sup> <http://www.floir.com/Office/HurricaneSeason/HurricaneMatthewClaimsData.aspx>

<sup>19</sup> <http://www.floir.com/Office/HurricaneSeason/HurricaneMatthewClaimsData.aspx>

TABLE 21: HURRICANE HERMINE INSURANCE CLAIMS DATA<sup>18</sup>

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 DATA<sup>19</sup>

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	2,480	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	4,634	1,864	1,033	86.3%
TOTAL		119,345	63,817	44,188	11,340	90.5%

<sup>18</sup> <http://www.flor.com/Office/HurricaneSeason/HurricaneMatthewClaimsData.aspx><sup>19</sup> <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.”<sup>20</sup>

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 under-representation 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).

---

<sup>20</sup> Federal Register Vol. 78, No. 43 /Tuesday, March 5, 2013

TABLE 23: SBA DERIVED IMPACTS AND UNMET NEEDS FOR HOUSING<sup>21</sup>

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 OT SBA	
Total FEMA applicants with FEMA inspected damage	16,877
Total SBA applicants	6,144
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

<sup>21</sup> 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.<sup>22,23</sup>

## 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.

---

<sup>22</sup> <http://www.floridadisaster.org/eoc/matthew2016/>

<sup>23</sup> <https://www.fema.gov/media-library-data/1477681864977-4968ad6e3d2fab698e94c45322ea7c3/PDAReportFEMA4280DRFL.pdf>

TABLE 24: PUBLIC ASSISTANCE CATEGORY A AND B TOTALS BY COUNTY, HURRICANE HERMINE<sup>24</sup>

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	3	\$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
<b>TOTAL</b>	<b>99</b>	<b>\$29,861,326</b>	<b>125</b>	<b>\$15,090,644</b>	<b>224</b>	<b>\$44,951,970</b>

<sup>24</sup> 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 MATTHEW<sup>25</sup>

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
<b>TOTAL</b>	<b>191</b>	<b>\$163,225,134</b>	<b>290</b>	<b>\$114,711,402</b>	<b>481</b>	<b>\$277,936,536</b>

<sup>25</sup> 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 HERMINE<sup>26</sup>

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
<b>TOTAL</b>	<b>\$98,343,359</b>	<b>\$73,757,519</b>	<b>\$24,585,840</b>

<sup>26</sup> 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 MATTHEW<sup>27</sup>

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
<b>TOTAL</b>	<b>\$404,653,089</b>	<b>\$303,489,817</b>	<b>\$101,163,272</b>

<sup>27</sup> 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 Canada<sup>28</sup>.

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 unknown<sup>29</sup>.

---

<sup>28</sup><http://www.freshfromflorida.com/Divisions-Offices/Marketing-and-Development/Education/For-Researchers/Florida-Agriculture-Overview-and-Statistics>

<sup>29</sup> 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 hurricanes<sup>30</sup>.

**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
<b>Total real estate losses for businesses referred to SBA (estimate)</b>	<b>\$</b>	<b>25,680,077</b>

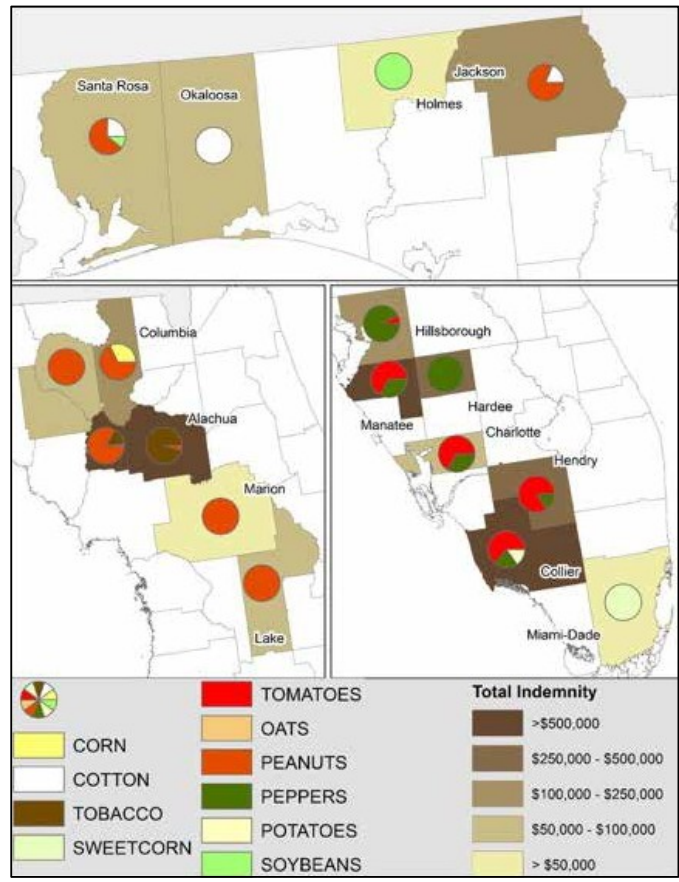
**SMALL BUSINESS ADMINISTRATION VERIFIED BUSINESS OPERATING LOSS OF ALL SBA APPLICANTS**

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
<b>Sum of operational losses</b>	<b>\$</b>	<b>12,574,125</b>
<b>Total verified loss for all businesses (estimate)</b>	<b>\$</b>	<b>38,254,202</b>
<b>Accounting for 20% resilience addition</b>	<b>\$</b>	<b>43,390,217.40</b>

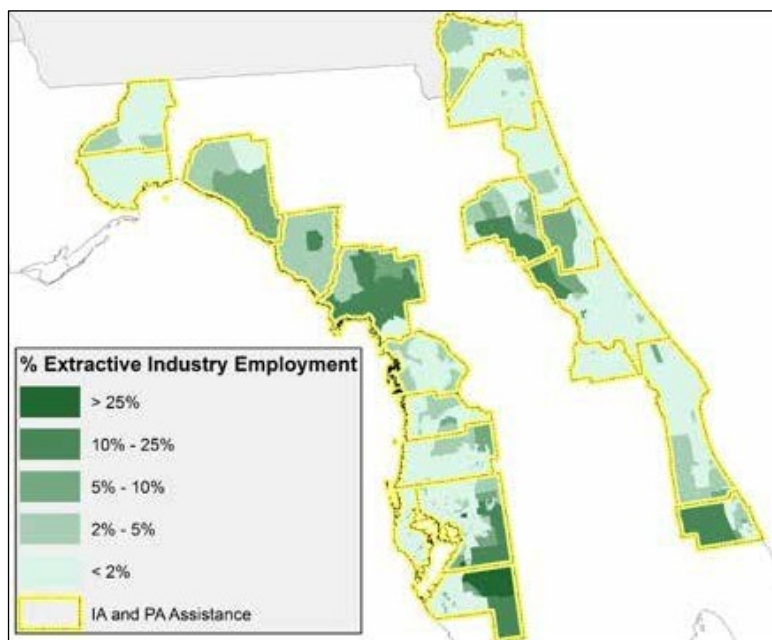
**DUPLICATION OF BENEFITS**

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
<b>Total benefit</b>	<b>\$</b>	<b>13,876,600</b>
<b>Total unmet business repair/replace payments</b>	<b>\$</b>	<b>17,823,677</b>
<b>Total unmet business operation payments</b>	<b>\$</b>	<b>6,553,925</b>
<b>Total unmet business needs</b>	<b>\$</b>	<b>24,377,602</b>
<b>Accounting for 20% resilience addition</b>	<b>\$</b>	<b>29,513,617</b>

<sup>30</sup> Indemnity Data: <http://www.rma.usda.gov/data/cause.html>, USDA. Coverage Level Data: <http://prodwebnlb.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
<b>TOTAL</b>	<b>43</b>	<b>6,314</b>	<b>\$4,619,243</b>

**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: 2016 HUD INCOME LIMITS FOR IA DECLARED COUNTIES <sup>31</sup>								
IA DECLARED COUNTIES	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
<b>BREVARD</b>								
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
<b>CITRUS</b>								
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
<b>DIXIE</b>								
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
<b>DUVAL</b>								
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
<b>FLAGLER</b>								
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
<b>HERNANDO</b>								
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
<b>HILLSBOROUGH</b>								
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
<b>INDIAN RIVER</b>								
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

<sup>31</sup> <http://www.flair.com/Office/HurricaneSeason/HurricaneHermineClaimsData.aspx>

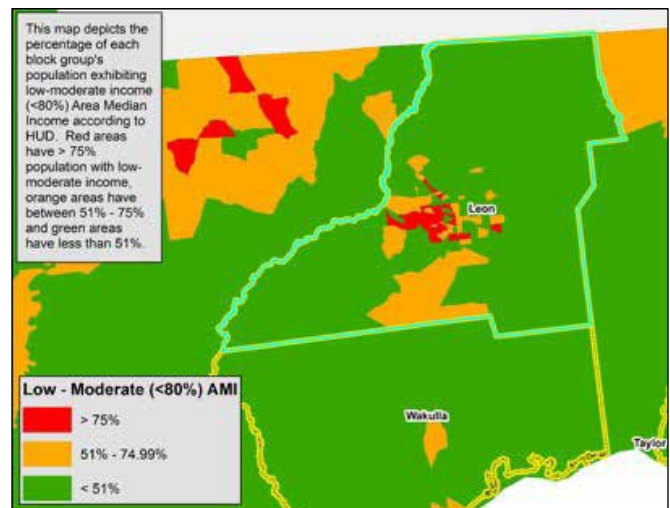
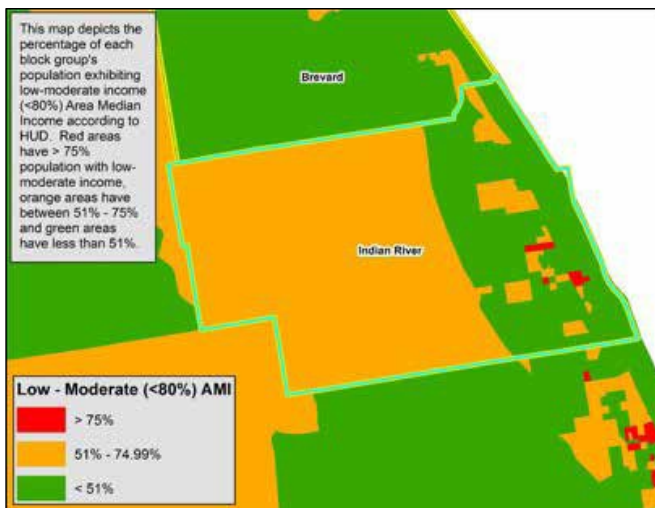
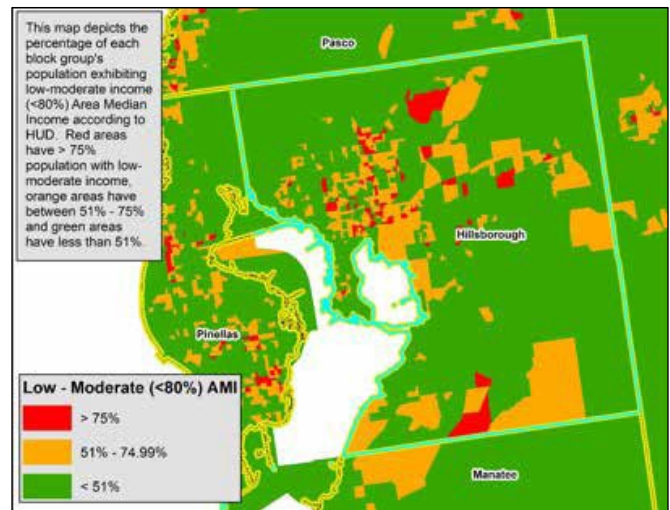
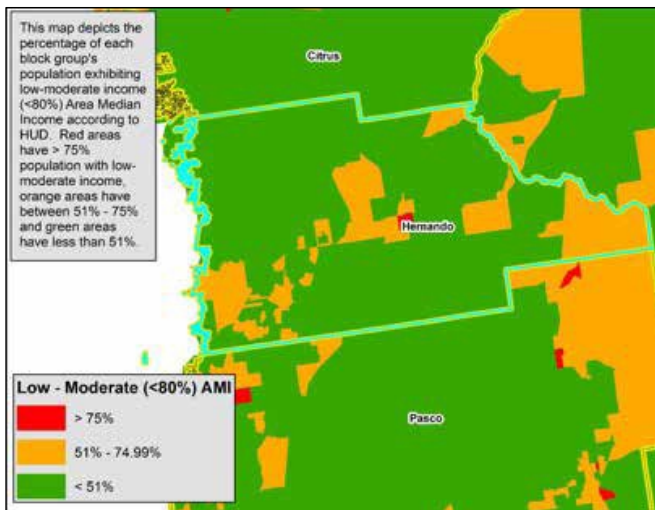
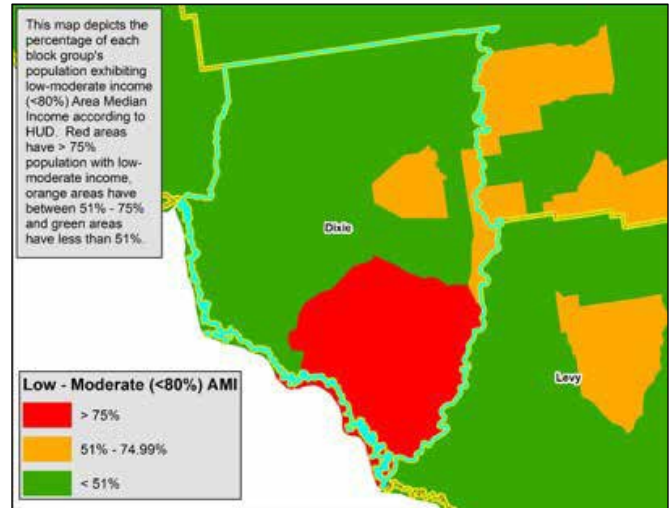
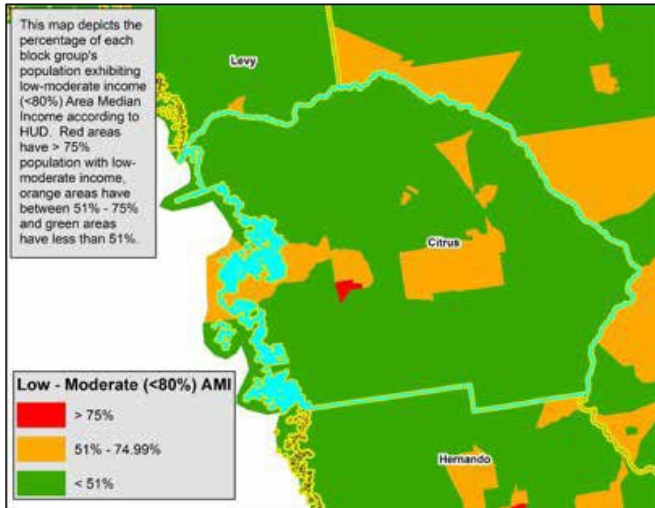
## APPENDIX 1: 2016 HUD INCOME LIMITS FOR IA DECLARED COUNTIES, CONTINUED

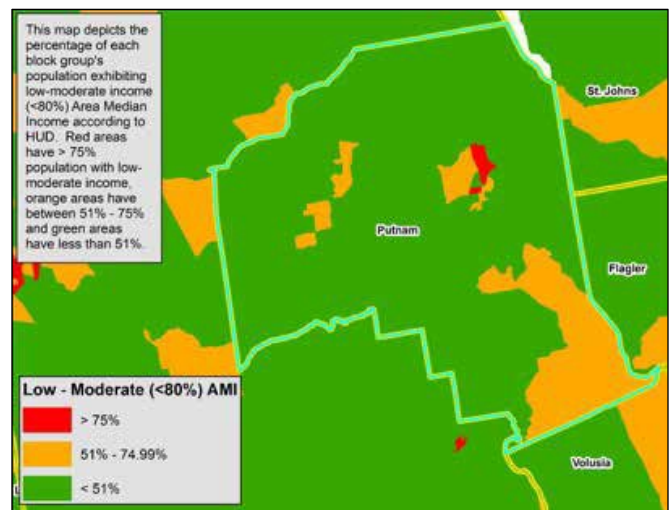
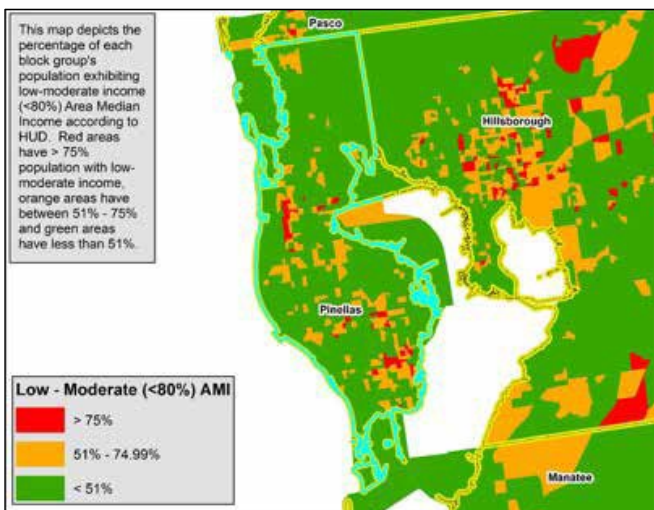
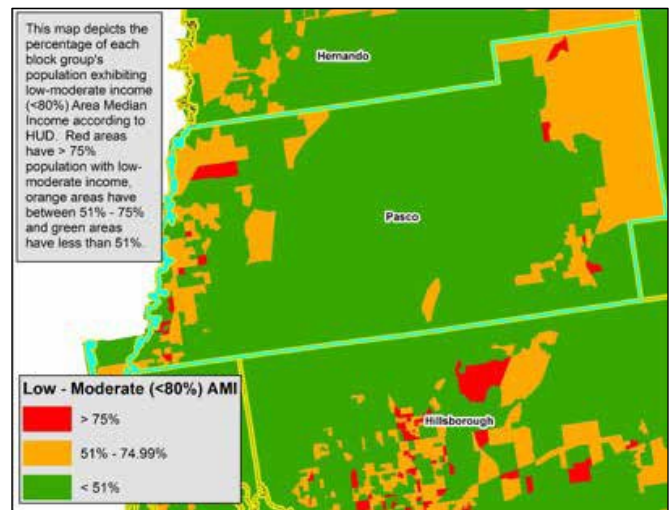
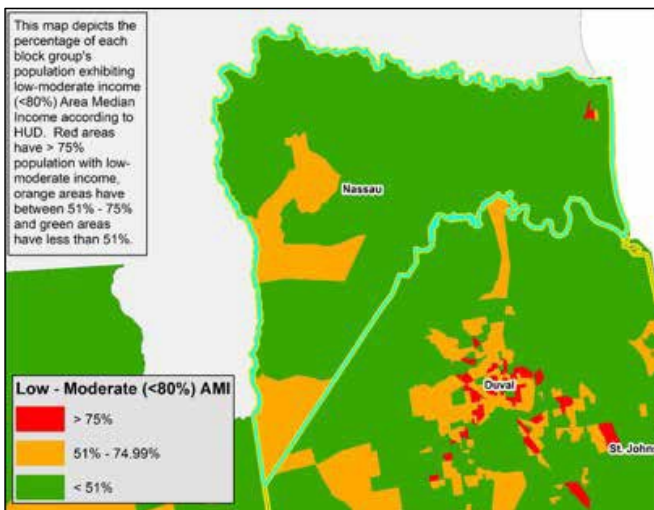
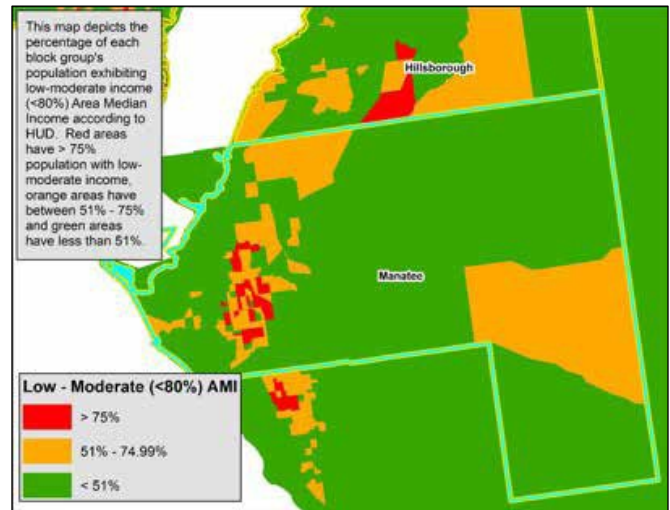
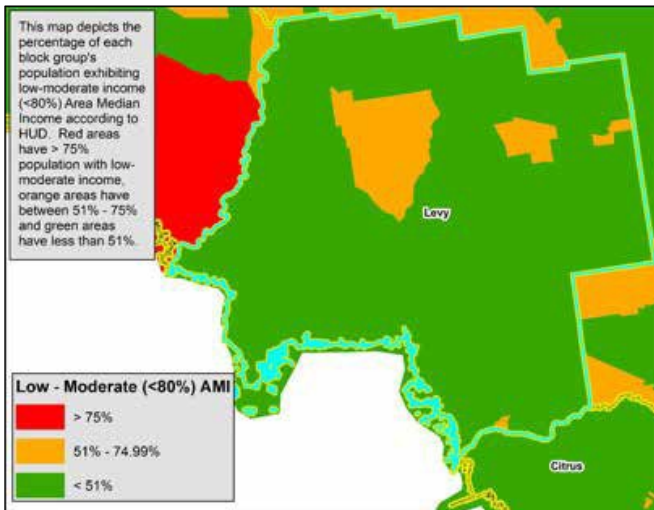
IA DECLARED COUNTIES	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
<b>LEON</b>								
30% Limits	\$13,700	\$16,020	\$20,160	\$24,300	\$28,440	\$32,580	\$36,730	\$40,890
50% Limits	\$22,800	\$26,050	\$29,300	\$32,550	\$35,200	\$37,800	\$40,400	\$43,000
80% Limits	\$36,500	\$41,700	\$46,900	\$52,100	\$56,300	\$60,450	\$64,650	\$68,800
<b>LEVY</b>								
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
<b>MANATEE</b>								
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
<b>NASSAU</b>								
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
<b>PASCO</b>								
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
<b>PINELLAS</b>								
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
<b>PUTNAM</b>								
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
<b>SEMINOLE</b>								
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
<b>ST. JOHNS</b>								
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

## APPENDIX 1 : 2016 HUD INCOME LIMITS FOR IA DECLARED COUNTIES, CONTINUED

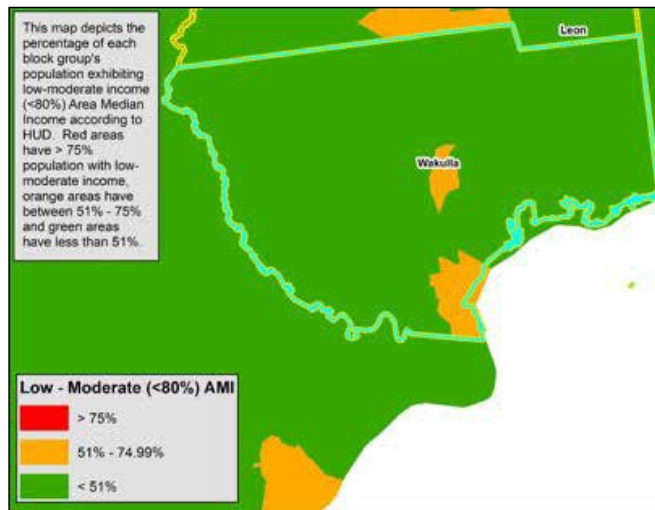
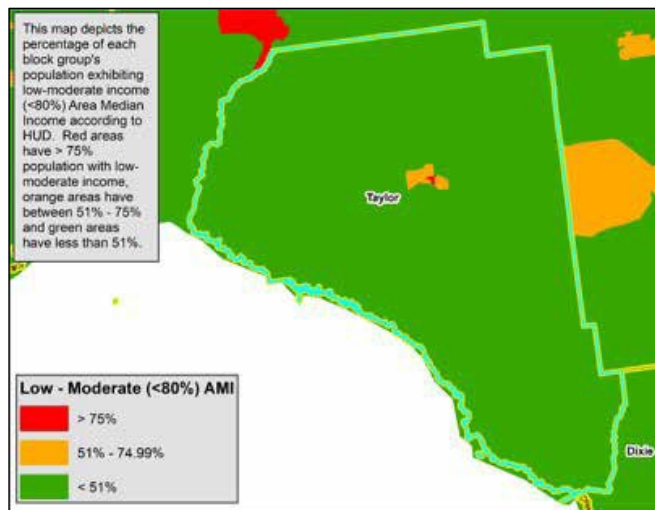
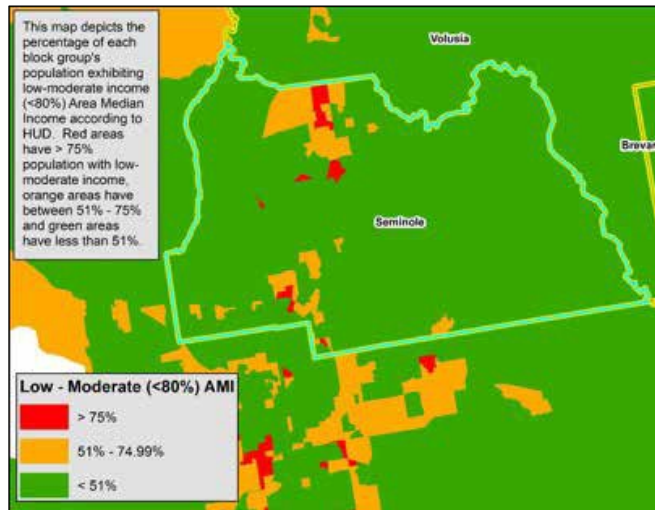
IA DECLARED COUNTIES	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
TAYLOR								
30% Limits	\$11,880	\$16,020	\$20,160	\$22,700	\$24,550	\$26,350	\$28,150	\$30,000
50% Limits	\$15,900	\$18,200	\$20,450	\$22,700	\$24,550	\$26,350	\$28,150	\$30,000
80% Limits	\$25,450	\$29,050	\$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 HERMINE<sup>32</sup>

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	3	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	32	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%

<sup>32</sup> <http://www.flor.com/Office/HurricaneSeason/HurricaneHermineClaimsData.aspx>

## INSURANCE CLAIMS BY COUNTY FOR HURRICANE HERMINE, 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 MATTHEW<sup>33</sup>

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	93	93	13	93.5%
Baker	49	31	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	41	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	2	0	100.0%
Duval	19,090	9,610	7,893	1,587	91.7%
Escambia	21	11	3	7	66.7%
Flagler	7,939	4,309	2,937	693	91.3%
Franklin	5	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	364	174	165	25	93.1%
Martin	859	442	345	72	91.6%
Miami-Dade	794	249	363	182	77.1%
Monroe	23	12	9	2	91.3%

<sup>33</sup> <http://www.flor.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%
Okeechobee	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%
<b>STATEWIDE</b>	<b>119,345</b>	<b>63,817</b>	<b>44,188</b>	<b>11,340</b>	<b>90.5%</b>

APPENDIX 5: SBA LOANS BY NAICS CODE<sup>34</sup>

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	\$137,300	\$137,300
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

<sup>34</sup> <http://www.flor.com/Office/HurricaneSeason/HurricaneHermineClaimsData.aspx>

## FLORIDA COUNTIES AFFECTED BY HURRICANES HERMINE 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 El)	\$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
<b>TOTAL</b>		<b>\$29,912,000</b>	<b>\$9,899,400</b>

# 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 region<sup>35</sup>. 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 displacement<sup>36</sup>. 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.

---

<sup>35</sup> The survey was sent to 62 PHAs in the FEMA declared counties.

<sup>36</sup> 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 expenses<sup>37</sup>.

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 homelessness<sup>38</sup>.

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.”<sup>39</sup> 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 necessity<sup>40</sup>. 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.

---

<sup>37</sup> Statement from ESG program managers

<sup>38</sup> Confirmation from HOPWA program 3/10/2017

<sup>39</sup> HUD Initial Action Plan Review Checklist, item 3.

<sup>40</sup> 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 costs<sup>41</sup>. 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.

---

<sup>41</sup> <http://www.floridadisaster.org/documents/FDEM%20Strategic%20Plan%202014-2019.pdf>

<sup>42</sup> 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 state<sup>43</sup>. 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)<sup>44</sup>. 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.”<sup>45</sup> 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.

---

<sup>43</sup> <http://www.floridadisaster.org/documents/FDEM%20Strategic%20Plan%202014-2019.pdf>

<sup>44</sup> See <http://floridajobs.org/community-planning-and-development/programs/community-planning-table-of-contents/post-disaster-redevelopment-planning> for more information.

<sup>45</sup> 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](mailto: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 <sup>46</sup>	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 <sup>47</sup>				\$5,896,850
<b>TOTAL</b>	<b>66,103,689</b>	<b>\$6,722,409</b>	<b>\$39,214,053</b>	<b>\$117,937,000</b>

---

<sup>46</sup> Affordable rental projects have tenant income requirements and rent restrictions in order to qualify.

<sup>47</sup> 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"> <li>Jurisdictions submit projects or programs to DEO for ranking &amp; funding</li> </ul>	<ul style="list-style-type: none"> <li>Jurisdictions submit projects or programs to DEO for ranking &amp; funding</li> </ul>
<ul style="list-style-type: none"> <li>Awarded jurisdictions implement projects under DEO oversight</li> </ul>	<ul style="list-style-type: none"> <li>Awarded jurisdiction implement projects under DEO oversight</li> </ul>

## 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



## 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	<b>Management Capacity:</b> 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.	35
2	<b>Readiness to Proceed and Viable Production Plan:</b> Applicant must show evidence of how proposed program or project will mobilize and operate in a timely manner.	25
3	<b>Proposes Cost Reasonable Budget:</b> 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.	25
4	<b>Storm Resilience:</b> 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.	15
5	<b>Overall LMI benefit (Percent LMI benefit of the activity):</b> 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.	50
6	<b>Overall Housing Eligible Activities:</b> Programs and projects with housing related eligible activities will receive a higher score.	30
7	<p><b>Vulnerable Populations:</b> 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"> <li>a. The transitional housing, permanent supportive housing and permanent housing needs of individuals and families that are homeless or at-risk of homelessness;</li> <li>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;</li> <li>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)).</li> </ul>	20
<b>Total Maximum Score:</b>		<b>200</b>

## 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 assumptions<sup>48</sup>.

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	5
\$15,000 to \$40,000	10
Over \$40,000 or rehabilitation involving refinancing	15
New construction or acquisition of newly constructed	20

housing	
---------	--

### 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 systems<sup>49</sup>; and
- 

---

<sup>48</sup> More information on HOME rents may be found at: <https://www.hudexchange.info/manage-a-program/homerent-limits/>

<sup>49</sup> 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](http://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](http://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](http://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 4/21/20217, 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

<b>DEO Presentation Slide# and Title</b>	<b>DEO Data Presented</b>	<b>SJC Data</b>	<b>Data Source(s)</b>
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

<b>DEO DRAFT Action Plan April 7, 2017 Page #, Table #</b>	<b>DEO DRAFT Action Plan April 7, 2017 Data</b>	<b>SJC Data</b>	<b>Data Source(s)</b>
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.

<b>Census Tract#</b>	<b>Block Group</b>	<b>LMI %</b>
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.

<b>Category</b>	<b>Project Name</b>	<b>National Objective and Project Benefit Area</b>	<b>Direct impact from Hurricane Mathew</b>	<b>Estimated Total Cost(s)</b>	<b>FEMA or other funds</b>	<b>Unmet Need</b>
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, 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

### 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 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). 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



(<http://www.usda.gov/>)

**United States Department of Agriculture**

(<http://www.usda.gov/>) **Farm Service Agency** (<http://www.fsa.usda.gov/>)



[\(\) MENU](#)

[Home \(/index\)](#) / [Newsroom \(/news-room/index\)](#) / [Emergency Designations](#)

**USDA Designates 4 Counties in Florida as Primary Natural Disaster Areas**

Release No. 0177.16

Latawnya Dia  
202-720-7962

[Latawnya.Dia@wdc.usda.gov](mailto:Latawnya.Dia@wdc.usda.gov) (<mailto:Latawnya.Dia@wdc.usda.gov>)

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](/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](/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](/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](/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 \(/programs-and-services/disaster-assistance-program/index\)](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](http://www.fsa.usda.gov) (/index) via the “Newsroom” link.

USDA is an equal opportunity lender, provider and employer.



[\(http://www.facebook.com/usda/\)](http://www.facebook.com/usda/)



[\(http://www.youtube.com/usda/\)](http://www.youtube.com/usda/)



[/usdafsa](http://www.twitter.com/usdafsa) (<http://www.twitter.com/usdafsa>)



[\(https://public.govdelivery.com/accounts/USFSA/subscriber/new/\)](https://public.govdelivery.com/accounts/USFSA/subscriber/new/)



[/news-releases/?hostname=www.fsa.usda.gov](http://dts.fsa.usda.gov/feeds/rss/USDA-FSA-Public/news-releases/?hostname=www.fsa.usda.gov) (<http://dts.fsa.usda.gov/feeds/rss/USDA-FSA-Public/news-releases/?hostname=www.fsa.usda.gov>)

- FSA Home ([/index](#))    USDA.gov (<http://www.usda.gov>)    Common Questions (<http://askfsa.custhelp.com/>)
- Site Map ([/help/site-map](#))    USA.gov (<http://www.usa.gov>)    White House (<http://www.whitehouse.gov>)
- FOIA ([/news-room/efoia/index](#))    Privacy Policy ([/help/privacy-policy](#))    Policies and Links ([/help/policies-and-links](#))
- Accessibility Statement ([/help/accessibility-statement](#))    Nondiscrimination Statement ([/help/nondiscrimination-statement](#))
- Information Quality ([/help/information-quality](#))

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**

<b>Farm</b>	<b>Acreage Planted</b>	<b>Percent Acreag</b>	<b>Crop</b>	<b>Reporte d Inputs</b>	<b>Losses/\$ (dollars)</b>
<b>Sykes and Cooper Farms</b>	75	100	Asian Vegetables	\$10,000/acre	\$750,000
	245	100	Asian Vegetables	\$1600/acre	\$392,000
<b>Wells Bros Farms</b>	10	100	Mixed Vegetables (cucurbits, beets, mustard greens, sweet	Unknown	Unknown
<b>Picolata Farms</b>	175	100	Snap Beans	\$1000/acre	\$175,000
<b>Riverdale Farms</b>	100	100	Snap Beans	\$1000/acre	\$100,000
<b>Middleton Farms</b>	15	100	Cabbage	Unknown	Unknown
<b>Ricky Mitchell</b>	175	100	Cabbage	Unknown	Unknown
<b>Smith Farms</b>	150	30-50%	Broccoli	Unknown	Unknown
<b>Tater Farms</b>	60	30-40%	Cauliflower	Unknown	Unknown
<b>MK Farms (Korean)</b>	60	1-2%	Napa Cabbage, Green	Unknown	Unknown
<b>Cheshire Farm</b>	20	100%	Napa Cabbage	Unknown	Unknown
<b>Surveyed but had no damage/losses to report to date</b>					
<b>Blue Sky Farms</b>	50	Unknown	Mixed vegetables,	Unknown	Unknown
<b>Byrnes Farms (St. Johns land</b>	0	0	-----	-----	0
<b>Jeffrey Brubaker</b>	10	0	Brussel Sprouts	0	0
<b>Barnes Farm</b>	200+	unknown	Cabbage	Unknown	Unknown
<b>L and M (St. Johns land</b>	0	0	-----	-----	0
<b>Fresh Start Hydroponics</b>	-----	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)

6



Figure 4. Damaged, trellised Asian Vegetables at Sykes and Cooper Farms. Inputs for trellised crops are \$10,000/acre



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

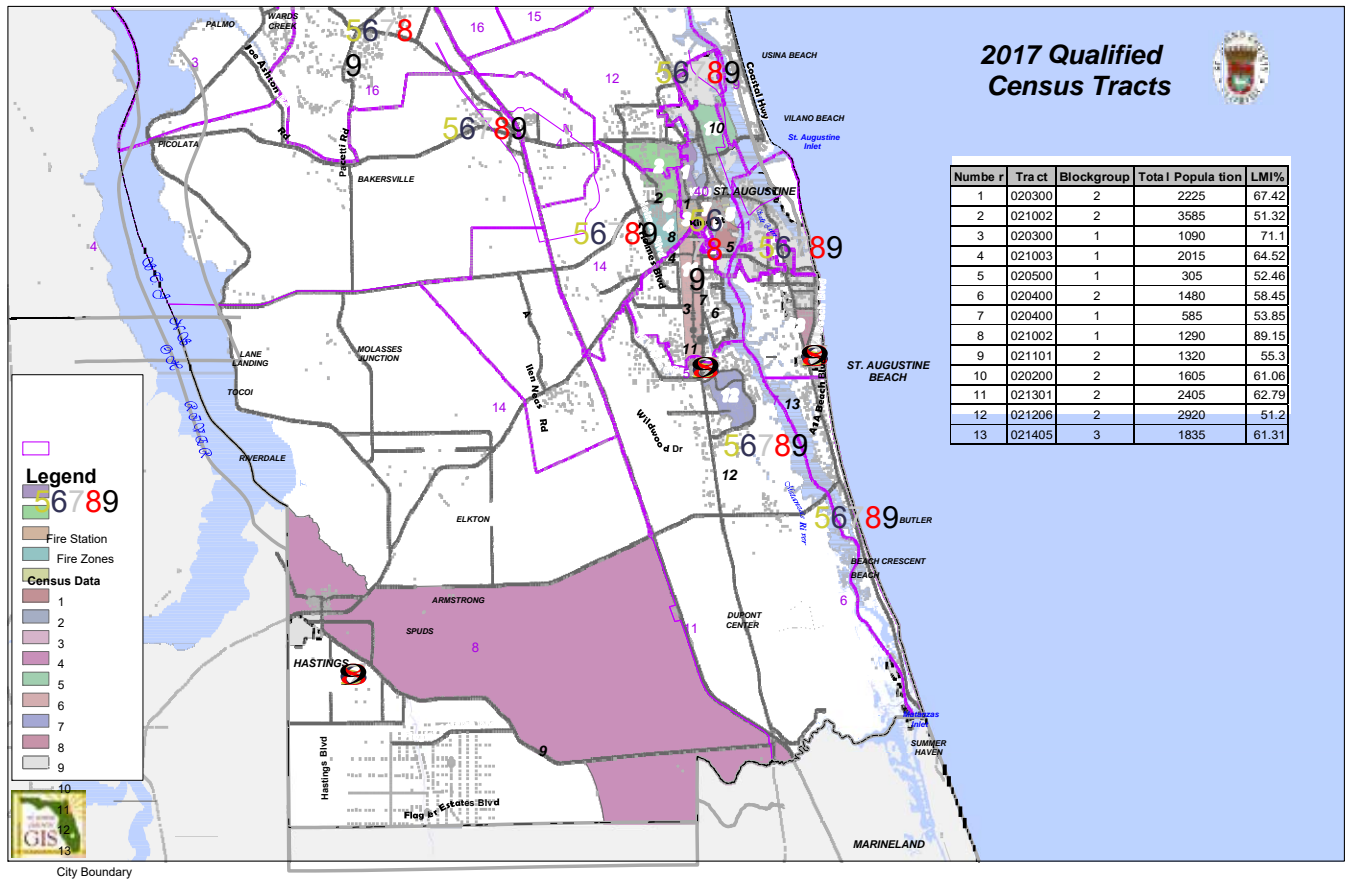


Figure 11. Destroyed daikon radish at Sykes and Cooper Farms (stems snapped at soil line)



Figure 12. Heavily damaged and dying snap beans at Picolata Farms

# ST. JOHNS COUNTY ATTACHMENT D



**2017 Qualified  
Census Tracts**



Number	Tract	Blockgroup	Total Population	LMI%
1	020300	2	2225	67.42
2	021002	2	3585	51.32
3	020300	1	1090	71.1
4	021003	1	2015	64.52
5	020500	1	305	52.46
6	020400	2	1480	58.45
7	020400	1	585	53.85
8	021002	1	1290	89.15
9	021101	2	1320	55.3
10	020200	2	1605	61.06
11	021301	2	2405	62.79
12	021206	2	2920	51.2
13	021405	3	1835	61.31

**Legend**

- 6789
- Fire Station
- Fire Zones

**Census Data**

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9

**DISCLAIMER**  
This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy. The St. Johns County GIS Division disclaims all responsibility for the accuracy or completeness of the data shown herein.  
Map Prepared: 4/11/2017 J17238

FLAGLER COUNTY

PALM COAST

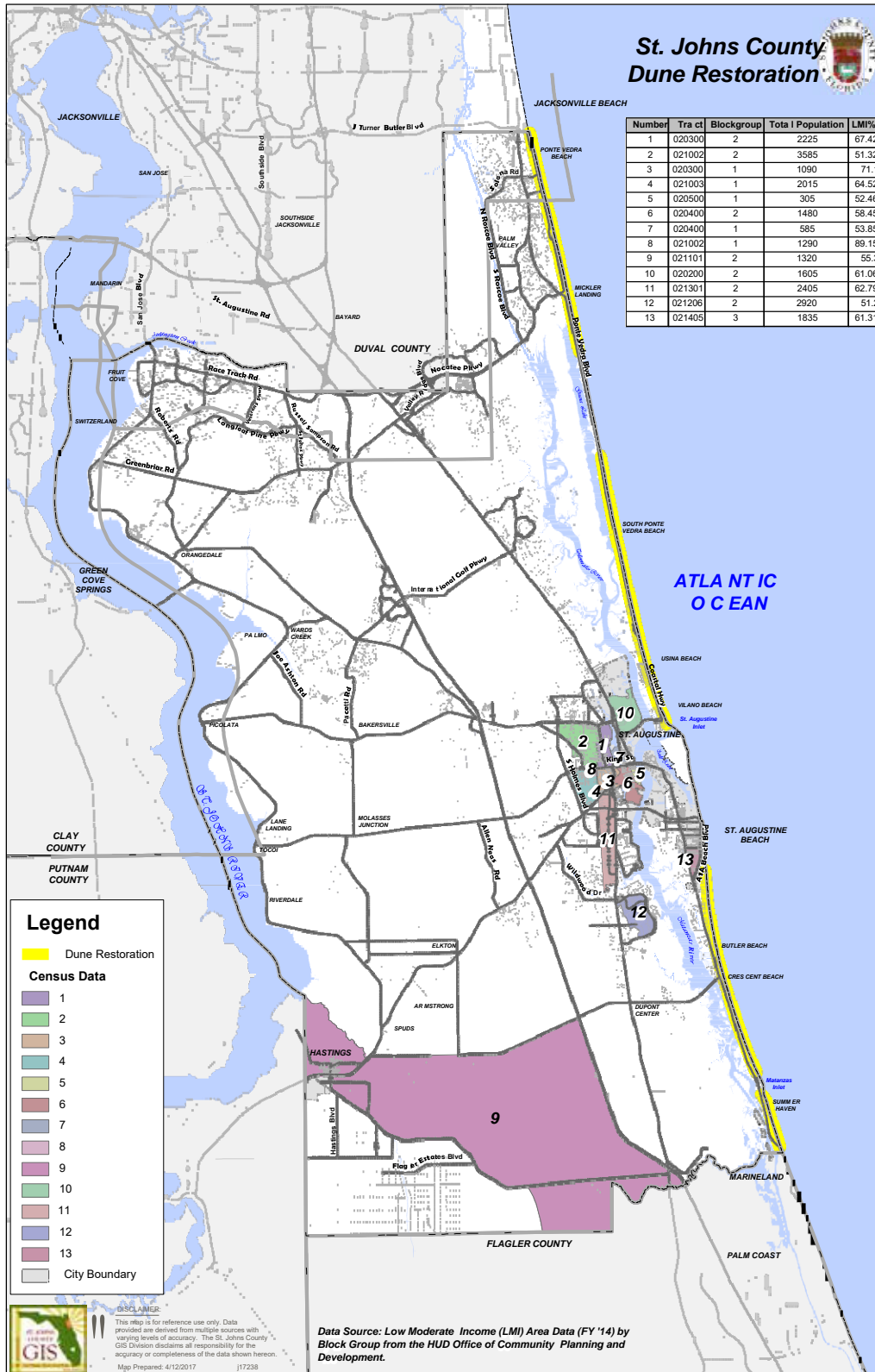
Data Source: Low Moderate Income (LMI) Area Data (FY '14) by Block Group from the HUD Office of Community Planning and Development.



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
<b>Projects Below this line will be Tier 2 Funding</b>						
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	\$163,000	\$15,182,000
19	66	Drainage Improvements on International Golf Parkway	St. Johns County	F	\$2,030,000	\$17,212,000
20	66	Sawgrass Water Treatment Plant Standby Generator	St. Johns County	H, HW, T, TR, D, FR	\$310,800	\$17,522,800
21	66	Drainage Improvements at North Beach	St. Johns County	H, SS, F, SLR	\$2,000,000	\$19,522,800
22	66	South Ground Storage Tank & Pumping Facility Standby Generator	St. Johns County	H, HW, T, TR, D, FR	\$253,260	\$19,776,060
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
<b>Total</b>					<b>\$19,988,220</b>	

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



<b>General Subgrantee Information</b>	2
Applicant Contact Information: Name: Address: Phone: Email: Fax: Dunn's Number: SAM CAGE Code Number:	
<b>Subgrantee Consultant Information</b>	
Applicant Contact Information: Name: Address: Phone: Email: Fax:	
<b>Project</b>	
<b>General Project Description</b>	
<b>Tie to the Disaster</b> (explain how this project has a direct or indirect tie to the disaster)	
<b>National Objective</b> (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			
<b>Race and Ethnicity</b>			
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			
<b>Eligible Activity</b> (Explain how this project meets a CDBG eligible activity)			
<b>Proposed Project Budget</b>			
Cost by Activity	CDBG DR Funds	Other Funds	Status (and source) Other Funds
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
Total	\$	\$	
<b>Attached Additional Back Up As Necessary</b>			

3

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
<b>TOTAL</b>	<b>\$174,819,521</b>

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

<b>DEO Presentation Data Source(s)</b>	<b>DEO Data Slide# and Title</b>	<b>SJC Data</b>
<b>Slide 22 Impacts to Agri-business</b>	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, 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

<b>DEO DRAFT Action Data 7, 2017 Page #, Table #</b>	<b>Data Source(s) Plan Data</b>	<b>DEO DRAFT Action April 7, 2017</b>	<b>SJC Plan April</b>
<b>33, Table 8</b>	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
<b>37, Table 11</b>	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.

<b>Census Tract#</b>	<b>Block Group</b>	<b>LMI %</b>
<b>202</b>	2	61.06
<b>203</b>	1	71.1
<b>203</b>	2	67.42
<b>204</b>	1	53.85
<b>204</b>	2	58.45
<b>205</b>	1	52.46
<b>210.02</b>	1	89.15
<b>210.02</b>	2	51.32
<b>210.03</b>	2	64.52
<b>211.01</b>	2	55.30
<b>212.06</b>	2	51.20
<b>212.13</b>	2	62.79
<b>214.05</b>	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.

<b>Table 4 - St. Johns County Unmet Needs Table</b>						
<b>Category</b>	<b>Project Name</b>	<b>National Objective and Project Benefit Area</b>	<b>Direct impact from Hurricane Mathew</b>	<b>Estimated Total Cost(s)</b>	<b>FEMA or other funds</b>	<b>Unmet Need</b>
<b>Housing Projects</b>	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 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
<b>Economic Development</b>	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

<b>Infrastructure Projects</b>	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 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	\$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, 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

#### 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 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.

#### 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



**\*\*\* THIS PAGE LEFT INTENTIONALLY BLANK \*\*\***



**CITY OF ST. AUGUSTINE  
FY 2017 - 2021  
CAPITAL IMPROVEMENT PROJECT REQUEST FORM**

PROJECT SUMMARY			DESCRIPTION AND JUSTIFICATION		
Project Category:	Transportation		(Project # KSDJ) 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 (KSDJ)				
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		<b>Original</b>
If Yes, Complete Information Below		Planning & Design	\$525,000
Fund That Will Be Impacted	Stormwater	Land	\$525,000
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
Additional/(Decreased) Operating Expenses	TBD	Equipment	EDIT
Debt Service (Principal and Interest)		Contingency	\$81
Fiscal Year the Impacts are Anticipated to Begin	2016/2017	<b>TOTAL</b>	\$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
<b>Total</b>	\$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		<b>Original      Current</b>
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		<b>TOTAL</b>	<b>\$680,000    \$680,000</b>

**\* 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
<b>Total</b>	\$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: - Alerto/Davis Shore Improvements - Helen Street Improvements - Atlantic/Althea Drainage Improvements - Isla Drive Improvements <b>FROM 2022 - 2027 THERE IS ANOTHER \$1,200,000 (\$200,000 EACH YEAR) THAT THIS FORM DOES NOT ACCOUNT FOR.</b>	
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		<b>Original      Current</b>
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 o/t 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		<b>TOTAL</b>	<b>\$1,025,000    \$1,115,000</b>

\* 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	\$200,000							\$230,000
2021		\$30,000	\$200,000							\$230,000
<b>Total</b>	\$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 \*

**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 202-401-2044. (Except for the "800" number, these telephone numbers are not toll-free.) Email inquiries may be sent to: [disaster\\_recovery@hud.gov](mailto: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 192 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 192 are in addition to the \$500 million appropriated by section 145(a) and allocated in the Prior Notice. Section 192 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 192(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 192. 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	\$1,219,172,000	(\$975,337,600) East Baton Rouge, Livingston, Ascension, Tangipahoa, Ouachita, Lafayette, Vermilion, Acadia, Washington, and St. Tammany Parishes.
4266, 4269, 4272	State of Texas	177,064,000	(\$141,651,200) Harris, Newton, Montgomery, Fort Bend, and Brazoria Counties.
4273	State of West Virginia	87,280,000	(\$69,824,000) Kanawha and Greenbrier Counties.
4285	State of North Carolina	198,553,000	(\$158,842,400) Robeson, Cumberland, Edgecombe, and Wayne Counties.
4286	State of South Carolina	65,305,000	(\$52,244,000) Marion County.
4280, 4283	State of Florida	58,602,000	(\$46,881,600) St. Johns County.
<b>Total</b>		<b>1,805,976,000</b>	

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 at 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.<sup>1</sup> 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.<sup>2</sup> 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

<sup>1</sup> [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](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)

<sup>2</sup> <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 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.

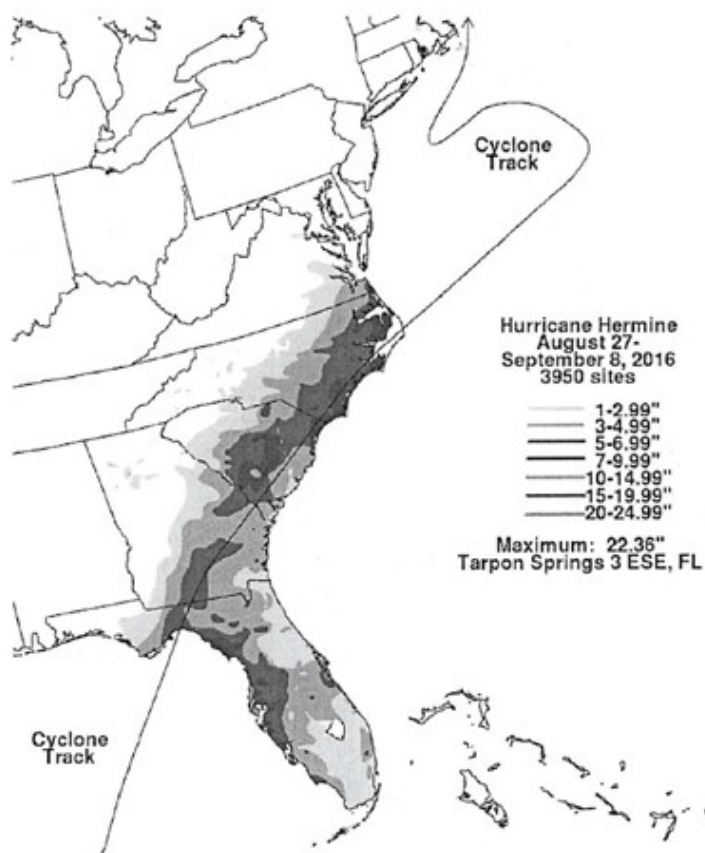


Figure 3: Hurricane Hermine Track and Rainfall Estimates

### *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.<sup>4</sup> 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.<sup>5</sup>

---

<sup>4</sup> <https://weather.com/storms/hurricane/news/hurricane-matthew-bahamas-florida-georgia-carolinas-forecast>

<sup>5</sup> <https://www.weather.gov/media/chs/MatthewPSH.pdf>

The screenshot shows the Zillow website interface. At the top, there are navigation links for Buy, Rent, Sell, Mortgages, Agent finder, Home design, and More. The search bar contains the text "Elfers New Port Richey" and shows filters for Listing Type, Up To \$250K, 3+ Beds, and Home Type (1). The main content area features a map of the Elfers New Port Richey area with various property listings overlaid, each with a price tag (e.g., \$102K, \$110K, \$120K). To the right of the map, the search results section displays "Elfers New Port Richey Single Family Homes" with "No Results" and a message: "No matching results... Try zooming out to include more results. Or, change your search criteria." Below this, there is an "Agent Finder" section with a profile picture of an agent and the text "Search by location, specialty and more to find the right agent for you." The bottom of the page shows a Windows taskbar with various application icons and the system clock displaying 1:03 PM on 4/22/2021.

The screenshot displays the Zillow website interface for real estate listings in Anastasia Island, Saint Augustine. The top navigation bar includes options for Buy, Rent, Sell, Mortgages, Agent finder, Home design, and More. The search bar shows the location 'Anastasia Island' with 42 results. Filters are set for 'Listing Type', 'Up To \$250K', '3+ Beds', and 'Home Type (1)'. A 'Save Search' button and 'Saved Homes (28)' are also visible.

The main content area features a map of the Anastasia Island area with numerous red and blue markers indicating property prices. A 'More Map >' button is located on the right side of the map. To the right of the map, the title 'Anastasia Island Saint Augustine Single Family Homes' is displayed, along with '108 homes for sale.' Below the title, there are tabs for 'Homes for You', 'Newest', and 'More'.

The first listing is a 'HOUSE FOR SALE' priced at '\$239,900'. It is a 3-bedroom house with 2 bathrooms and 1,049 square feet. The listing is 2 days on Zillow and is located at 1212 Wild Palm Ct, St Augustine, FL. The listing is managed by Coldwell Banker Premier Properties. Below this listing, there is another listing for a 'FOR SALE BY OWNER' property priced at '\$275,000'.

**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).<sup>7</sup>

**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:**<sup>8</sup>

- **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.<sup>9</sup>

Please refer to *Appendix 1: HUD Income Limits* for income categories in the declared counties.

<sup>7</sup> These National Objective definitions and corresponding language are set by HUD regulation.

<sup>8</sup> 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.

<sup>9</sup> 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.htm>

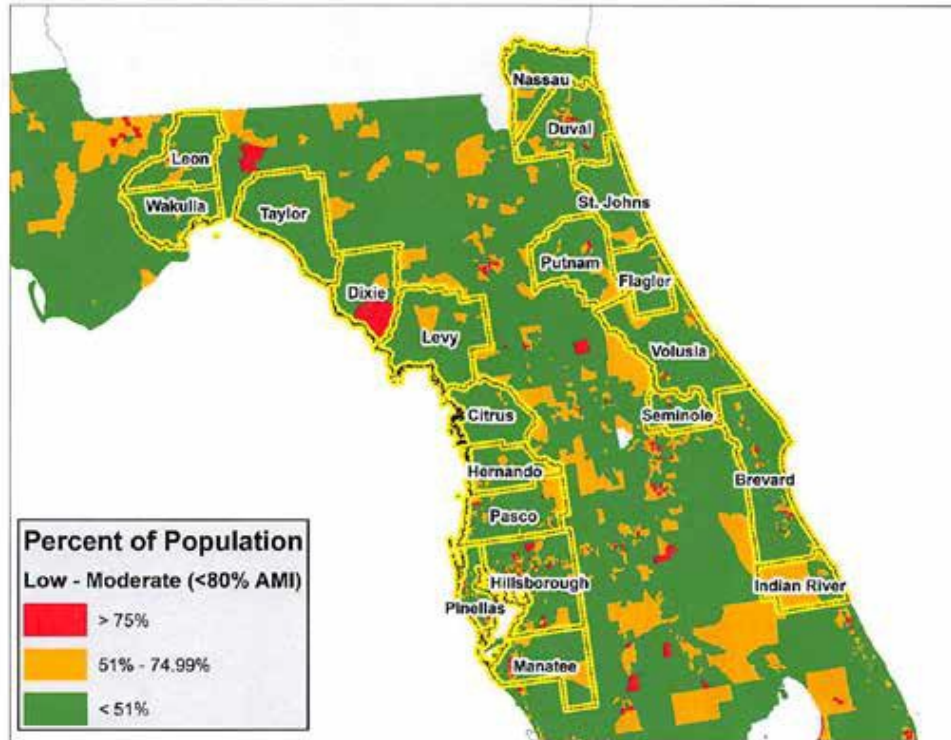


Figure 8: Low to Moderate Income by Block Group

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.

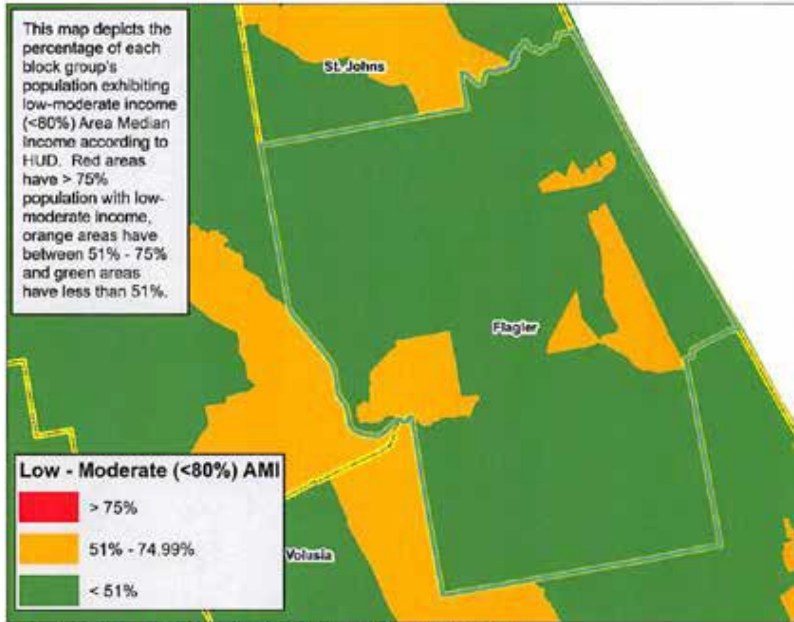


Figure 11: Low to Moderate Income by Block Group - Flagler County



Figure 12: Low to Moderate Income by Block Group - St. Johns County

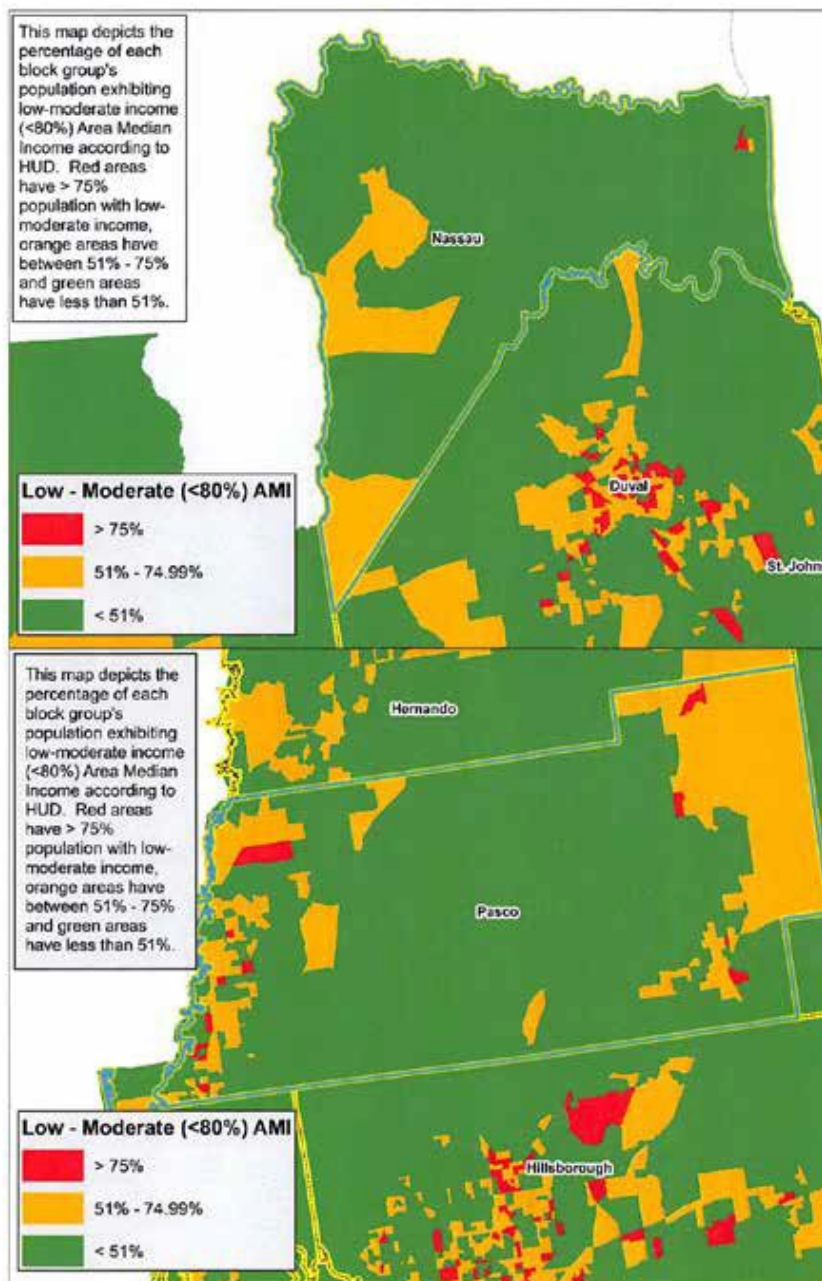




Table 4: LMI Population Counts by Block Group and County for Matthew Impacted Counties<sup>10</sup>

County	Block Groups Counts and Populations by LMI Category					
	< 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	28	36,835
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
Wakulla	13	8,090	2	2,050		
<b>Total</b>	<b>2,960</b>	<b>1,362,290</b>	<b>970</b>	<b>771,340</b>	<b>282</b>	<b>274,285</b>

Pasco < 51% 96,330  
 51% - 75% 67,870  
 > 75% 14,245  
178,445

2015 census pop. 497,909  
35.83%

St. John's < 51% 36,065  
 51-75% 12,595  
 > 75% 1,150  
49,810

2015 census pop. 226,640  
21.97%

<sup>10</sup> <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.commerce.gov) | Blogs (www.census.gov/bout/located-us/social\_media.html) | Index A-Z (www.census.gov/about/index.html) | Glossary (www.census.gov/glossary/) | FAQs (ask.census.gov)

**United States Census Bureau**  
 (/www.census.gov/en.html) | **Topics** Population, Economy | **Geography** Maps, Products | **Library** Infographics, Publications | **Data** Tools, Developers | **Surveys/Programs** Response, Survey Data | **Newsroom** News, Blogs | **About Us** Our Research

Search

U.S. Census Quick Facts

**QuickFacts**

**Pasco 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	PASCO COUNTY, FLORIDA
<b>People</b>	
<b>Population</b>	
Population estimates, July 1, 2015, (V2015)	512,368
Population estimates, July 1, 2015, (V2015)	497,900
Population estimates base, April 1, 2010, (V2015)	464,703
Population estimates base, April 1, 2010, (V2015)	464,703
Population, percent change - April 1, 2010 (estimates base) to July 1, 2015, (V2015)	10.3%
Population, percent change - April 1, 2010 (estimates base) to July 1, 2015, (V2015)	7.1%
Population, Census, April 1, 2010	464,697
<b>Age and Sex</b>	
Persons under 5 years, percent, July 1, 2015, (V2015)	5.0%
Persons under 5 years, percent, April 1, 2010	5.5%
Persons under 18 years, percent, July 1, 2015, (V2015)	20.4%
Persons under 18 years, percent, April 1, 2010	21.2%
Persons 65 years and over, percent, July 1, 2015, (V2015)	22.7%
Persons 65 years and over, percent, April 1, 2010	20.7%
Female persons, percent, July 1, 2015, (V2015)	51.5%
Female persons, percent, April 1, 2010	51.6%
<b>Race and Hispanic Origin</b>	
White alone, percent, July 1, 2015, (V2015) (a)	69.1%
White alone, percent, April 1, 2010 (a)	68.2%
Black or African American alone, percent, July 1, 2015, (V2015) (a)	6.8%
Black or African American alone, percent, April 1, 2010 (a)	4.5%
American Indian and Alaska Native alone, percent, July 1, 2015, (V2015) (a)	0.4%
American Indian and Alaska Native alone, percent, April 1, 2010 (a)	0.4%
Asian alone, percent, July 1, 2015, (V2015) (a)	2.5%
Asian alone, percent, April 1, 2010 (a)	2.1%
Native Hawaiian and Other Pacific Islander alone, percent, July 1, 2015, (V2015) (a)	0.1%
Native Hawaiian and Other Pacific Islander alone, percent, April 1, 2010 (a)	0.1%
Two or More Races, percent, July 1, 2015, (V2015)	2.1%
Two or More Races, percent, April 1, 2010	2.2%
Hispanic or Latino, percent, July 1, 2015, (V2015) (b)	14.0%
Hispanic or Latino, percent, April 1, 2010 (b)	11.7%
White alone, not Hispanic or Latino, percent, July 1, 2015, (V2015)	76.5%
White alone, not Hispanic or Latino, percent, April 1, 2010	60.1%
<b>Population Characteristics</b>	
Veterans, 2011-2015	47,713
Foreign born persons, percent, 2011-2015	9.4%
<b>Housing</b>	
Housing units, July 1, 2015, (V2015)	234,450
Housing units, April 1, 2010	228,008
Owner-occupied housing unit rate, 2011-2015	73.8%
Median value of owner-occupied housing units, 2011-2015	\$117,800
Median selected monthly owner costs -with a mortgage, 2011-2015	\$1,234
Median selected monthly owner costs -without a mortgage, 2011-2015	\$367
Median gross rent, 2011-2015	\$930
Building permits, 2015	2,639
<b>Families and Living Arrangements</b>	
Households, 2011-2015	166,318
Persons per household, 2011-2015	2.53
Living in same house 1 year ago, percent of persons age 1 years+, 2011-2015	88.0%
Language other than English spoken at home, percent of persons age 5 years+, 2011-2015	14.4%
<b>Education</b>	
High school graduates or higher, percent of persons age 25 years+, 2011-2015	88.0%
Bachelor's degree or higher, percent of persons age 25 years+, 2011-2015	21.4%
<b>Health</b>	
With a disability, under age 65 years, percent, 2011-2015	11.1%
Persons without health insurance, under age 65 years, percent	26.14.0%
<b>Economy</b>	
In civilian labor force, total, percent of population age 16 years+, 2011-2015	52.7%


113,025

55,267  
69,707

Pasco County, Florida

In civilian labor force, female, percent of population age 16 years+, 2011-2015	48.9%
Total accommodation and food services sales, 2012 (\$1,000) (c)	503,399
Total health care and social assistance receipts/revenue, 2012 (\$1,000) (c)	2,142,457
Total manufacturers shipments, 2012 (\$1,000) (c)	743,921
Total merchant wholesaler sales, 2012 (\$1,000) (c)	709,194
Total retail sales, 2012 (\$1,000) (c)	5,278,200
Total retail sales per capita, 2012 (c)	\$11,221
<b>Transportation</b>	
Mean travel time to work (minutes), workers age 16 years+, 2011-2015	30.5
<b>Income and Poverty</b>	
Median household income (in 2015 dollars), 2011-2015	\$45,054
Per capita income in past 12 months (in 2015 dollars), 2011-2015	\$24,455
Persons in poverty, percent	14.6% <b>72,694</b>
<b>Businesses</b>	
Total employer establishments, 2014	8,884
Total employment, 2014	87,322
Total annual payroll, 2014 (\$1,000)	2,674,905
Total employment, percent change, 2013-2014	2.8%
Total nonemployer establishments, 2014	33,127
All firms, 2012	30,209
Men-owned firms, 2012	10,260
Women-owned firms, 2012	12,706
Minority-owned firms, 2012	7,663
Nonminority-owned firms, 2012	27,396
Veteran-owned firms, 2012	4,369
Nonveteran-owned firms, 2012	30,299
<b>Geography</b>	
Population per square mile, 2010	622.2
Land area in square miles, 2010	746.89
FIPS Code	12101

**A** This geographic level of poverty and health estimates are not comparable to other geographic levels of these estimates

Some estimates presented here come from sample data, and thus have sampling errors that may render some apparent differences between geographies statistically indistinguishable. Click the Quick Info  icon to the left of each row in TABLE view to learn about sampling error.

The vintage year (e.g., V2015) refers to the final year of the series (2010 thru 2015). Different vintage years of estimates are not comparable.

- (a) Includes persons reporting only one race
- (b) Hispanics may be of any race, so also are included in applicable race categories
- (c) Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data

- D Suppressed to avoid disclosure of confidential information
- F Fewer than 25 firms
- FN Footnote on this item in place of data
- NA Not available
- S Suppressed, does not meet publication standards
- X Not applicable
- Z Value greater than zero but less than half unit of measure shown

QuickFacts data are derived from: Population Estimates, American Community Survey, Census of Population and Housing, Current Population Survey, Small Area Health Insurance Estimates, Small Area Income and Poverty Estimates, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits.

<p><b>ABOUT US</b> (<a href="http://www.census.gov/about.html">www.census.gov/about.html</a>)</p> <p>Are You in a Survey? (<a href="http://www.census.gov/programs-surveys/are-you-in-a-survey.html">www.census.gov/programs-surveys/are-you-in-a-survey.html</a>)</p> <p>FAQs (<a href="http://ask.census.gov/">ask.census.gov</a>)</p> <p>Director's Corner (<a href="http://www.census.gov/about/directors-corner.html">www.census.gov/about/directors-corner.html</a>)</p> <p>Regional Offices (<a href="http://www.census.gov/about/regional-offices.html">www.census.gov/about/regional-offices.html</a>)</p> <p>History (<a href="http://www.census.gov/about/history.html">www.census.gov/about/history.html</a>)</p> <p>Research (<a href="http://www.census.gov/about/research.html">www.census.gov/about/research.html</a>)</p> <p>Scientific Integrity (<a href="http://www.census.gov/about/policies/scientific-integrity.html">www.census.gov/about/policies/scientific-integrity.html</a>)</p> <p>Census Careers (<a href="http://www.census.gov/about/careers.html">www.census.gov/about/careers.html</a>)</p> <p>Diversity @ Census (<a href="http://www.census.gov/about/diversity-at-census.html">www.census.gov/about/diversity-at-census.html</a>)</p> <p>Business Opportunities (<a href="http://www.census.gov/about/business-opportunities.html">www.census.gov/about/business-opportunities.html</a>)</p> <p>Congressional and Intergovernmental (<a href="http://www.census.gov/about/congressional.html">www.census.gov/about/congressional.html</a>)</p>	<p><b>FIND DATA</b></p> <p>QuickFacts (<a href="http://www.census.gov/data/tables/quickfacts.html">www.census.gov/data/tables/quickfacts.html</a>)</p> <p>American FactFinder (<a href="http://www.census.gov/data/tables/americafactfinder.html">www.census.gov/data/tables/americafactfinder.html</a>)</p> <p>Population Finder (<a href="http://www.census.gov/data/tables/popfinder.html">www.census.gov/data/tables/popfinder.html</a>)</p> <p>2010 Census (<a href="http://www.census.gov/programs-surveys/cen2010.html">www.census.gov/programs-surveys/cen2010.html</a>)</p> <p>Economic Census (<a href="http://www.census.gov/programs-surveys/economic-census.html">www.census.gov/programs-surveys/economic-census.html</a>)</p> <p>E-Stats (<a href="http://www.census.gov/programs-surveys/e-stats.html">www.census.gov/programs-surveys/e-stats.html</a>)</p> <p>International Trade (<a href="http://www.census.gov/topics/international-trade.html">www.census.gov/topics/international-trade.html</a>)</p> <p>Export Codes (<a href="http://www.census.gov/topics/international-trade/export-codes.html">www.census.gov/topics/international-trade/export-codes.html</a>)</p> <p>NLCS (<a href="http://www.census.gov/topics/economy/nlcs.html">www.census.gov/topics/economy/nlcs.html</a>)</p> <p>Government (<a href="http://www.census.gov/topics/government.html">www.census.gov/topics/government.html</a>)</p> <p>Data Tools (<a href="http://www.census.gov/data/tools.html">www.census.gov/data/tools.html</a>)</p> <p>Developers (<a href="http://www.census.gov/developers.html">www.census.gov/developers.html</a>)</p>	<p><b>BUSINESS &amp; INDUSTRY</b></p> <p>Help With Your Firms (<a href="http://www.census.gov/topics/business/help.html">www.census.gov/topics/business/help.html</a>)</p> <p>Economic Indicators (<a href="http://www.census.gov/topics/economic-indicators.html">www.census.gov/topics/economic-indicators.html</a>)</p> <p>Economic Census (<a href="http://www.census.gov/programs-surveys/economic-census.html">www.census.gov/programs-surveys/economic-census.html</a>)</p> <p>E-Stats (<a href="http://www.census.gov/programs-surveys/e-stats.html">www.census.gov/programs-surveys/e-stats.html</a>)</p> <p>International Trade (<a href="http://www.census.gov/topics/international-trade.html">www.census.gov/topics/international-trade.html</a>)</p> <p>Export Codes (<a href="http://www.census.gov/topics/international-trade/export-codes.html">www.census.gov/topics/international-trade/export-codes.html</a>)</p> <p>NLCS (<a href="http://www.census.gov/topics/economy/nlcs.html">www.census.gov/topics/economy/nlcs.html</a>)</p> <p>Government (<a href="http://www.census.gov/topics/government.html">www.census.gov/topics/government.html</a>)</p> <p>Data Tools (<a href="http://www.census.gov/topics/employment/data-tools.html">www.census.gov/topics/employment/data-tools.html</a>)</p> <p>Survey of Business Owners (<a href="http://www.census.gov/programs-surveys/sbo.html">www.census.gov/programs-surveys/sbo.html</a>)</p>	<p><b>PEOPLE &amp; HOUSEHOLDS</b></p> <p>2020 Census (<a href="http://www.census.gov/2020census/">www.census.gov/2020census/</a>)</p> <p>2010 Census (<a href="http://www.census.gov/programs-surveys/cen2010.html">www.census.gov/programs-surveys/cen2010.html</a>)</p> <p>American Community Survey (<a href="http://www.census.gov/programs-surveys/acs.html">www.census.gov/programs-surveys/acs.html</a>)</p> <p>Income (<a href="http://www.census.gov/topics/income-poverty/income.html">www.census.gov/topics/income-poverty/income.html</a>)</p> <p>Poverty (<a href="http://www.census.gov/topics/income-poverty/poverty.html">www.census.gov/topics/income-poverty/poverty.html</a>)</p> <p>Population Estimates (<a href="http://www.census.gov/topics/population/estimates.html">www.census.gov/topics/population/estimates.html</a>)</p> <p>Population Projections (<a href="http://www.census.gov/topics/population/projections.html">www.census.gov/topics/population/projections.html</a>)</p> <p>Health Insurance (<a href="http://www.census.gov/topics/health-insurance.html">www.census.gov/topics/health-insurance.html</a>)</p> <p>Housing (<a href="http://www.census.gov/topics/housing.html">www.census.gov/topics/housing.html</a>)</p> <p>International (<a href="http://www.census.gov/topics/population/international.html">www.census.gov/topics/population/international.html</a>)</p> <p>Genealogy (<a href="http://www.census.gov/topics/population/genealogy.html">www.census.gov/topics/population/genealogy.html</a>)</p>	<p><b>SPECIAL TOPICS</b></p> <p>Advisors, Centers and Research Programs (<a href="http://www.census.gov/about/partners.html">www.census.gov/about/partners.html</a>)</p> <p>Statistics in Schools (<a href="http://www.census.gov/schools/">www.census.gov/schools/</a>)</p> <p>Total Resources (IAAN) (<a href="http://www.census.gov/about/iaan-gov-affairs/international-resources.html">www.census.gov/about/iaan-gov-affairs/international-resources.html</a>)</p> <p>Emergency Preparedness (<a href="http://www.census.gov/topics/preparedness.html">www.census.gov/topics/preparedness.html</a>)</p> <p>Statistical Abstract (<a href="http://www.census.gov/programs-surveys/abstract.html">www.census.gov/programs-surveys/abstract.html</a>)</p> <p>Special Census Program (<a href="http://www.census.gov/programs-surveys/special-census.html">www.census.gov/programs-surveys/special-census.html</a>)</p> <p>Data Linkage Infrastructure (<a href="http://www.census.gov/data/linkage.html">www.census.gov/data/linkage.html</a>)</p> <p>President's Activity &amp; Scams (<a href="http://www.census.gov/programs-surveys/active-duty-and-scams.html">www.census.gov/programs-surveys/active-duty-and-scams.html</a>)</p> <p>BusinessLITA.gov (<a href="http://www.usa.gov/">www.usa.gov</a>)</p> <p>(<a href="http://www.facebook.com/censusbusiness">www.facebook.com/censusbusiness</a>) (<a href="http://twitter.com/censusbusiness">twitter.com/censusbusiness</a>)</p>	<p><b>NEWSROOM</b> (<a href="http://www.census.gov/newsroom.html">www.census.gov/newsroom.html</a>)</p> <p>News Releases (<a href="http://www.census.gov/newsroom/press-releases.html">www.census.gov/newsroom/press-releases.html</a>)</p> <p>Release Schedule (<a href="http://www.census.gov/calendars/calendar-sample.html">www.census.gov/calendars/calendar-sample.html</a>)</p> <p>Facts for Features (<a href="http://www.census.gov/newsroom/facts-for-features.html">www.census.gov/newsroom/facts-for-features.html</a>)</p> <p>Stats for States (<a href="http://www.census.gov/newsroom/stats-for-states.html">www.census.gov/newsroom/stats-for-states.html</a>)</p> <p>Blog (<a href="http://www.census.gov/about/contact-us/social-media.html">www.census.gov/about/contact-us/social-media.html</a>)</p> <p><b>CONNECT WITH US</b> (<a href="http://www.census.gov/about/contact-us/social-media.html">www.census.gov/about/contact-us/social-media.html</a>)</p> <p>(<a href="http://www.facebook.com/censusbusiness">www.facebook.com/censusbusiness</a>) (<a href="http://twitter.com/censusbusiness">twitter.com/censusbusiness</a>)</p>
--	---	--	---	--	---

United States Census Bureau | U.S. Department of Commerce (www.commerce.gov) | Blogs (www.census.gov/about/contact-us/social\_med4.html) | Index A-Z (www.census.gov/about/index.html) | Glossary (www.census.gov/glossary/) | FAQs (faq.census.gov)

**United States Census Bureau**  
 (www.census.gov/in.html) | **Topics** | **Geography** | **Library** | **Data** | **Search** | **Surveys/Programs** | **Newsroom** | **About Us**

Population, Economy | Maps, Profiles | Bibliographies, Publications | Tools, Developers | Request, Survey Data | News, Blogs | Our Research

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
<b>People</b>	
<b>Population</b>	
Population estimates, July 1, 2016, (V2016)	235,087
Population estimates, July 1, 2015, (V2015)	226,640
Population estimates base, April 1, 2010, (V2016)	190,038
Population estimates base, April 1, 2010, (V2015)	190,039
Population, percent change - April 1, 2010 (estimates base) to July 1, 2016, (V2016)	23.7%
Population, percent change - April 1, 2010 (estimates base) to July 1, 2015, (V2015)	19.3%
Population, Census, April 1, 2010	190,039
<b>Age and Sex</b>	
Persons under 5 years, percent, July 1, 2015, (V2015)	4.0%
Persons under 5 years, percent, April 1, 2010	5.3%
Persons under 18 years, percent, July 1, 2015, (V2015)	21.9%
Persons under 18 years, percent, April 1, 2010	23.1%
Persons 65 years and over, percent, July 1, 2015, (V2015)	18.5% <i>42,155</i>
Persons 65 years and over, percent, April 1, 2010	15.7%
Female persons, percent, July 1, 2015, (V2015)	51.2%
Female persons, percent, April 1, 2010	51.4%
<b>Race and Hispanic Origin</b>	
White alone, percent, July 1, 2015, (V2015) (a)	80.3%
White alone, percent, April 1, 2010 (a)	80.3%
Black or African American alone, percent, July 1, 2015, (V2015) (a)	5.0%
Black or African American alone, percent, April 1, 2010 (a)	5.9%
American Indian and Alaska Native alone, percent, July 1, 2015, (V2015) (a)	0.3%
American Indian and Alaska Native alone, percent, April 1, 2010 (a)	0.3%
Asian alone, percent, July 1, 2015, (V2015) (a)	2.0%
Asian alone, percent, April 1, 2010 (a)	2.1%
Native Hawaiian and Other Pacific Islander alone, percent, July 1, 2015, (V2015) (a)	0.1%
Native Hawaiian and Other Pacific Islander alone, percent, April 1, 2010 (a)	0.1%
Two or More Races, percent, July 1, 2015, (V2015)	1.9%
Two or More Races, percent, April 1, 2010	1.8%
Hispanic or Latino, percent, July 1, 2015, (V2015) (b)	6.4%
Hispanic or Latino, percent, April 1, 2010 (b)	5.2%
White alone, not Hispanic or Latino, percent, July 1, 2015, (V2015)	83.6%
White alone, not Hispanic or Latino, percent, April 1, 2010	85.3%
<b>Population Characteristics</b>	
Veterans, 2011-2015	15,710
Foreign born persons, percent, 2011-2015	6.8%
<b>Housing</b>	
Housing units, July 1, 2015, (V2015)	99,489
Housing units, April 1, 2010	89,800
Owner-occupied housing unit rate, 2011-2015	75.5%
Median value of owner-occupied housing units, 2011-2015	\$244,400
Median selected monthly owner costs -with a mortgage, 2011-2015	\$1,756
Median selected monthly owner costs -without a mortgage, 2011-2015	\$484
Median gross rent, 2011-2015	\$1,119
Building permits, 2015	3,026
<b>Families and Living Arrangements</b>	
Households, 2011-2015	79,242
Persons per household, 2011-2015	2.62
Living in same house 1 year ago, percent of persons age 1 years+, 2011-2015	82.5%
Language other than English spoken at home, percent of persons age 5 years+, 2011-2015	9.4%
<b>Education</b>	
High school graduate or higher, percent of persons age 25 years+, 2011-2015	93.9%
Bachelor's degree or higher, percent of persons age 25 years+, 2011-2015	42.1%
<b>Health</b>	
With a disability, under age 65 years, percent, 2011-2015	7.1% <i>16,091</i>
Persons without health insurance, under age 65 years, percent	20.1% <i>22,890</i>
<b>Economy</b>	
In civilian labor force, total, percent of population age 16 years+, 2011-2015	69.9%

St. Johns County, Florida

In civilian labor force, female, percent of population age 16 years+, 2011-2015	54.3%
Total accommodation and food services sales, 2012 (\$1,000) (c)	517,853
Total health care and social assistance receipts/revenue, 2012 (\$1,000) (c)	745,456
Total manufacturers shipments, 2012 (\$1,000) (c)	409,766
Total merchant wholesaler sales, 2012 (\$1,000) (c)	1,420,290
Total retail sales, 2012 (\$1,000) (c)	2,502,633
Total retail sales per capita, 2012 (c)	\$12,378
<b>Transportation</b>	
Mean travel time to work (minutes), workers age 16 years+, 2011-2015	25.0
<b>Income and Poverty</b>	
Median household income (in 2015 dollars), 2011-2015	\$66,194
Per capita income in past 12 months (in 2015 dollars), 2011-2015	\$37,581
Persons in poverty, percent	▲ 9.8% 22,210
<b>Businesses</b>	
Total employer establishments, 2014	5,409
Total employment, 2014	51,542
Total annual payroll, 2014 (\$1,000)	1,866,954
Total employment, percent change, 2013-2014	5.8%
Total nonemployer establishments, 2014	19,164
All firms, 2012	18,723
Men-owned firms, 2012	9,513
Women-owned firms, 2012	6,712
Minority-owned firms, 2012	2,500
Nonminority-owned firms, 2012	15,512
Veteran-owned firms, 2012	2,068
Nonveteran-owned firms, 2012	15,394
<b>Geography</b>	
Population per square mile, 2010	316.4
Land area in square miles, 2010	600.66
FIPS Code	12109

▲ This geographic level of poverty and health estimates are not comparable to other geographic levels of these estimates

Some estimates presented here come from sample data, and thus have sampling errors that may render some apparent differences between geographies statistically indistinguishable. Click the Quick Info icon to the left of each row in TABLE view to learn about sampling error.

The vintage year (e.g., Y2015) refers to the final year of the series (2010 thru 2015). Different vintage years of estimates are not comparable.

- (a) Includes persons reporting only one race
- (b) Hispanics may be of any race, so are included in applicable race categories
- (c) Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data

- D Suppressed to avoid disclosure of confidential information
- F Fewer than 25 firms
- FN Footnote on this item in place of data
- NA Not available
- S Suppressed, does not meet publication standards
- X Not applicable
- Z Value greater than zero but less than half unit of measure shown

QuickFacts data are derived from: Population Estimates, American Community Survey, Census of Population and Housing, Current Population Survey, Small Area Health Insurance Estimates, Small Area Income and Poverty Estimates, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits.

<p><b>ABOUT US</b> (<a href="http://www.census.gov/about.html">www.census.gov/about.html</a>)</p> <p>Are You in a Survey? (<a href="http://www.census.gov/programs-surveys/areyouin-a-survey.html">www.census.gov/programs-surveys/areyouin-a-survey.html</a>)</p> <p>FAQs (fask.census.gov)</p> <p>Director's Corner (<a href="http://www.census.gov/about/directors-corner.html">www.census.gov/about/directors-corner.html</a>)</p> <p>Regional Offices (<a href="http://www.census.gov/about/regional-offices.html">www.census.gov/about/regional-offices.html</a>)</p> <p>History (<a href="http://www.census.gov/about/history.html">www.census.gov/about/history.html</a>)</p> <p>Research (<a href="http://www.census.gov/about/research.html">www.census.gov/about/research.html</a>)</p> <p>Scientific Integrity (<a href="http://www.census.gov/about/scientific-integrity.html">www.census.gov/about/scientific-integrity.html</a>)</p> <p>Census Careers (<a href="http://www.census.gov/about/census-careers.html">www.census.gov/about/census-careers.html</a>)</p> <p>Diversity @ Census (<a href="http://www.census.gov/about/diversity-at-census.html">www.census.gov/about/diversity-at-census.html</a>)</p> <p>Business Opportunities (<a href="http://www.census.gov/about/business-opportunities.html">www.census.gov/about/business-opportunities.html</a>)</p> <p>Congressional and Intergovernmental (<a href="http://www.census.gov/about/congressional-and-intergovernmental.html">www.census.gov/about/congressional-and-intergovernmental.html</a>)</p>	<p><b>FRIND DATA</b></p> <p>QuickFacts (<a href="http://www.census.gov/data/tables/quickfacts.html">www.census.gov/data/tables/quickfacts.html</a>)</p> <p>American Factfinder (<a href="http://www.census.gov/data/tables/americafactfinder.html">www.census.gov/data/tables/americafactfinder.html</a>)</p> <p>Population Finder (<a href="http://www.census.gov/data/tables/populationfinder.html">www.census.gov/data/tables/populationfinder.html</a>)</p> <p>2010 Census (<a href="http://www.census.gov/programs-surveys/c2010.html">www.census.gov/programs-surveys/c2010.html</a>)</p> <p>Economic Census (<a href="http://www.census.gov/programs-surveys/economic-census.html">www.census.gov/programs-surveys/economic-census.html</a>)</p> <p>E-Data (<a href="http://www.census.gov/programs-surveys/e-data.html">www.census.gov/programs-surveys/e-data.html</a>)</p> <p>International Trade (<a href="http://www.census.gov/topics/international-trade.html">www.census.gov/topics/international-trade.html</a>)</p> <p>Export Codes (<a href="http://www.census.gov/topics/international-trade/export-codes.html">www.census.gov/topics/international-trade/export-codes.html</a>)</p> <p>NAICS (<a href="http://www.census.gov/topics/economy/naics.html">www.census.gov/topics/economy/naics.html</a>)</p> <p>Governments (<a href="http://www.census.gov/topics/public-sector.html">www.census.gov/topics/public-sector.html</a>)</p> <p>Local Employment Dynamics (<a href="http://www.census.gov/topics/employment-local.html">www.census.gov/topics/employment-local.html</a>)</p> <p>Survey of Business Owners (<a href="http://www.census.gov/programs-surveys/sbo.html">www.census.gov/programs-surveys/sbo.html</a>)</p>	<p><b>BUSINESS &amp; INDUSTRY</b></p> <p>Help With Your Forms (<a href="http://www.census.gov/topics/business.html">www.census.gov/topics/business.html</a>)</p> <p>Economic Indicators (<a href="http://www.census.gov/topics/economy/indicators.html">www.census.gov/topics/economy/indicators.html</a>)</p> <p>Economic Census (<a href="http://www.census.gov/programs-surveys/economic-census.html">www.census.gov/programs-surveys/economic-census.html</a>)</p> <p>E-Data (<a href="http://www.census.gov/programs-surveys/e-data.html">www.census.gov/programs-surveys/e-data.html</a>)</p> <p>International Trade (<a href="http://www.census.gov/topics/international-trade.html">www.census.gov/topics/international-trade.html</a>)</p> <p>Export Codes (<a href="http://www.census.gov/topics/international-trade/export-codes.html">www.census.gov/topics/international-trade/export-codes.html</a>)</p> <p>NAICS (<a href="http://www.census.gov/topics/economy/naics.html">www.census.gov/topics/economy/naics.html</a>)</p> <p>Governments (<a href="http://www.census.gov/topics/public-sector.html">www.census.gov/topics/public-sector.html</a>)</p> <p>Local Employment Dynamics (<a href="http://www.census.gov/topics/employment-local.html">www.census.gov/topics/employment-local.html</a>)</p> <p>Survey of Business Owners (<a href="http://www.census.gov/programs-surveys/sbo.html">www.census.gov/programs-surveys/sbo.html</a>)</p>	<p><b>PEOPLE &amp; HOUSEHOLDS</b></p> <p>2020 Census (<a href="http://www.census.gov/2020census.html">www.census.gov/2020census.html</a>)</p> <p>2010 Census (<a href="http://www.census.gov/programs-surveys/c2010.html">www.census.gov/programs-surveys/c2010.html</a>)</p> <p>American Community Survey (<a href="http://www.census.gov/programs-surveys/acs.html">www.census.gov/programs-surveys/acs.html</a>)</p> <p>Income (<a href="http://www.census.gov/topics/income-poverty/income.html">www.census.gov/topics/income-poverty/income.html</a>)</p> <p>Poverty (<a href="http://www.census.gov/topics/income-poverty/poverty.html">www.census.gov/topics/income-poverty/poverty.html</a>)</p> <p>Population Estimates (<a href="http://www.census.gov/topics/population-estimates.html">www.census.gov/topics/population-estimates.html</a>)</p> <p>Population Projections (<a href="http://www.census.gov/topics/population-projections.html">www.census.gov/topics/population-projections.html</a>)</p> <p>Health Insurance (<a href="http://www.census.gov/topics/health-insurance.html">www.census.gov/topics/health-insurance.html</a>)</p> <p>Housing (<a href="http://www.census.gov/topics/housing.html">www.census.gov/topics/housing.html</a>)</p> <p>International Business (USA.gov) (<a href="http://www.census.gov/topics/population-international-business.html">www.census.gov/topics/population-international-business.html</a>)</p> <p>Genealogy (<a href="http://www.census.gov/topics/population/genealogy.html">www.census.gov/topics/population/genealogy.html</a>)</p>	<p><b>SPECIAL TOPICS</b></p> <p>Advisors, Centers and Research Programs (<a href="http://www.census.gov/about/partners.html">www.census.gov/about/partners.html</a>)</p> <p>Databases in Schools (<a href="http://www.census.gov/schools/">www.census.gov/schools/</a>)</p> <p>Tribal Resources (AIAN) (<a href="http://www.census.gov/about/aiian.html">www.census.gov/about/aiian.html</a>)</p> <p>Emergency Preparedness (<a href="http://www.census.gov/topics/preparedness.html">www.census.gov/topics/preparedness.html</a>)</p> <p>Statistical Abstract (<a href="http://www.census.gov/library/publications/2015/stat_abstract.html">www.census.gov/library/publications/2015/stat_abstract.html</a>)</p> <p>Special Census Program (<a href="http://www.census.gov/programs-surveys/special-census.html">www.census.gov/programs-surveys/special-census.html</a>)</p> <p>Data Linkage Infrastructure (<a href="http://www.census.gov/data/linkage.html">www.census.gov/data/linkage.html</a>)</p> <p>Fraudulent Activity &amp; Scams (<a href="http://www.census.gov/programs-surveys/fraudulent-activity-and-scams.html">www.census.gov/programs-surveys/fraudulent-activity-and-scams.html</a>)</p> <p>International Business (USA.gov) (<a href="http://www.usa.gov/">www.usa.gov/</a>)</p> <p>International Business (USA.gov) (<a href="http://www.usa.gov/">www.usa.gov/</a>)</p>	<p><b>NEWSROOM</b> (<a href="http://www.census.gov/newsroom.html">www.census.gov/newsroom.html</a>)</p> <p>News Releases (<a href="http://www.census.gov/newsroom/releases.html">www.census.gov/newsroom/releases.html</a>)</p> <p>Release Schedule (<a href="http://www.census.gov/newsroom/rel-schedule.html">www.census.gov/newsroom/rel-schedule.html</a>)</p> <p>Facts for Features (<a href="http://www.census.gov/newsroom/facts-for-features.html">www.census.gov/newsroom/facts-for-features.html</a>)</p> <p>Stats for Stories (<a href="http://www.census.gov/newsroom/stats.html">www.census.gov/newsroom/stats.html</a>)</p> <p>Blog (<a href="http://www.census.gov/about/contact-us/social_media.html">www.census.gov/about/contact-us/social_media.html</a>)</p> <p><b>CONNECT WITH US</b> (<a href="http://www.census.gov/about/contact-us/social_media.html">www.census.gov/about/contact-us/social_media.html</a>)</p>
--	---	--	--	--	---

different languages and not understanding English well.<sup>12</sup> 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.

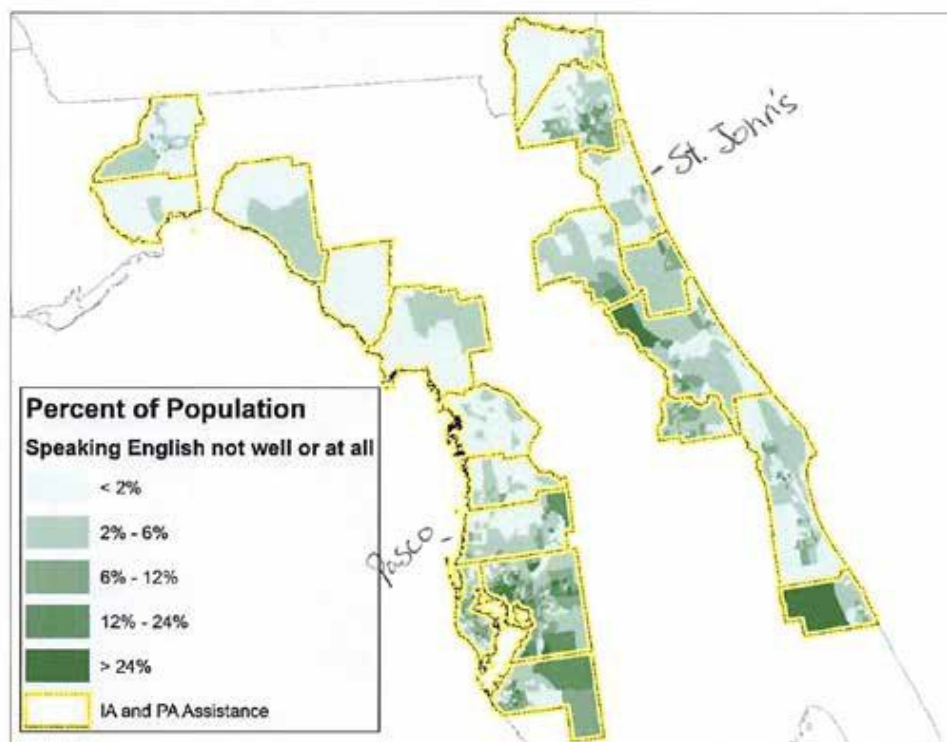


Figure 14: Percent of Tract Population Speaking English Not Well or Not At All

<sup>12</sup> 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.

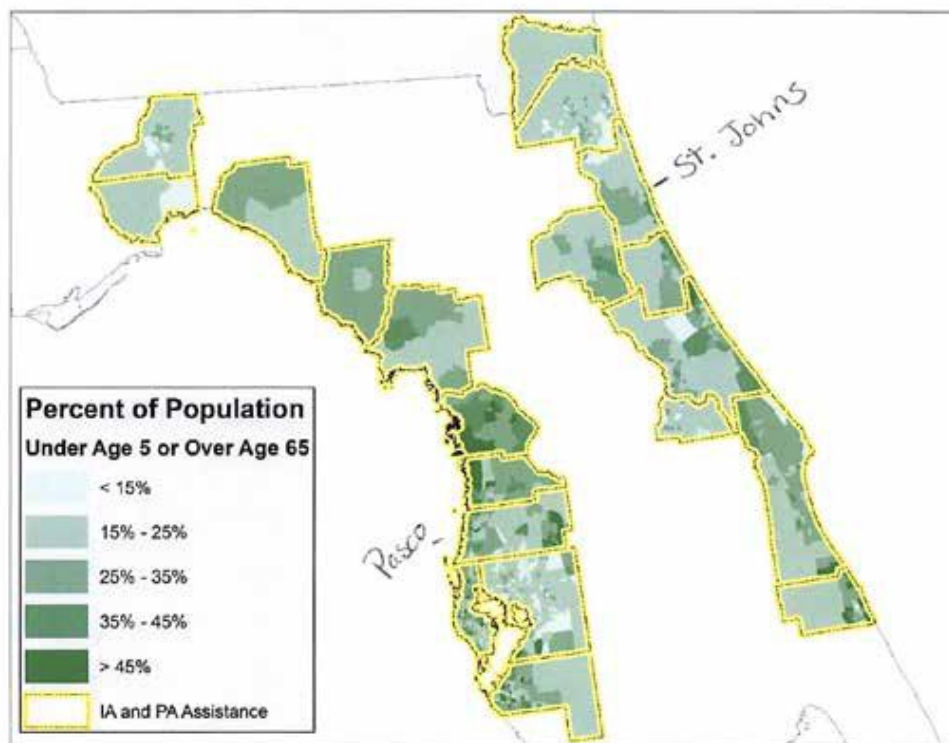


Figure 15: Age Dependent (< 5 Years or > 65 Years) Population by Tract

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).

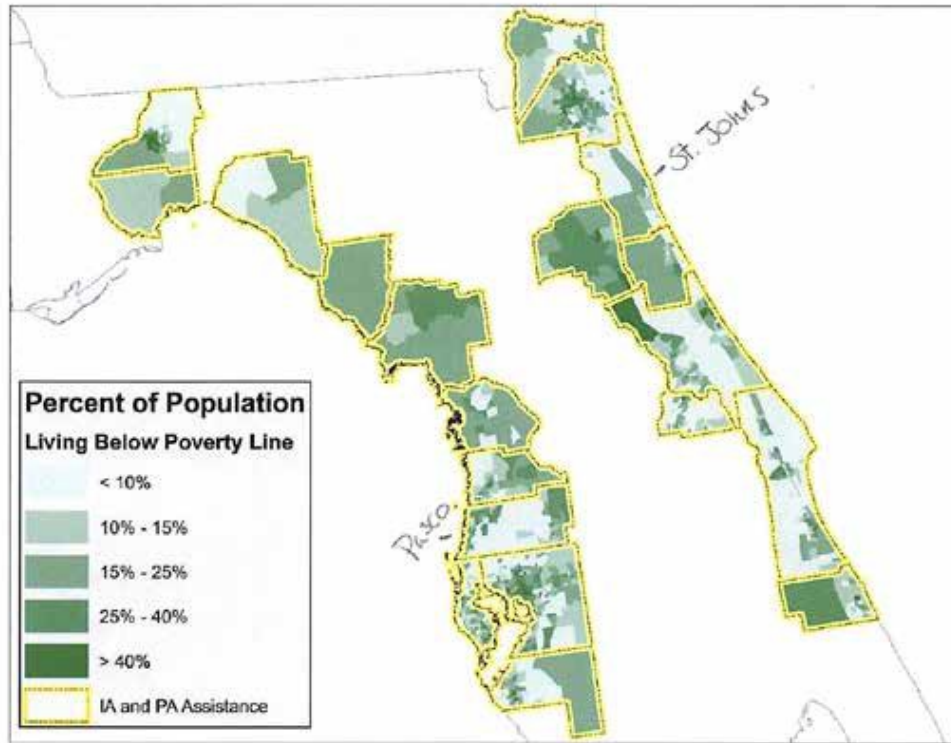


Figure 16: Percent of Population Living Below Poverty Line by Tract



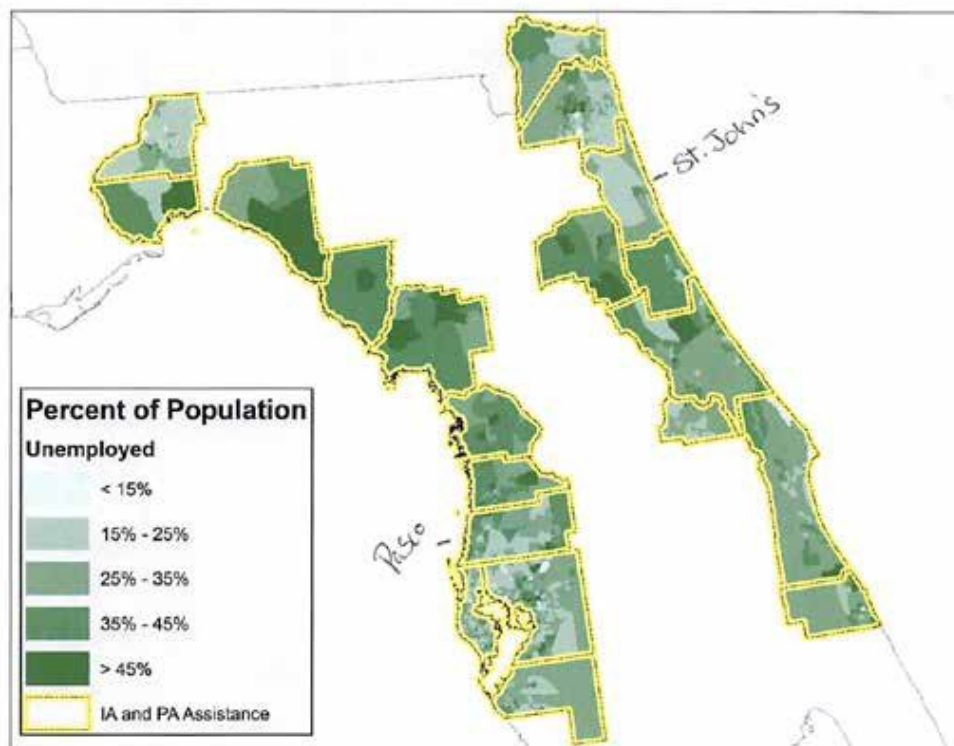


Figure 17: Percent Unemployment by Tract

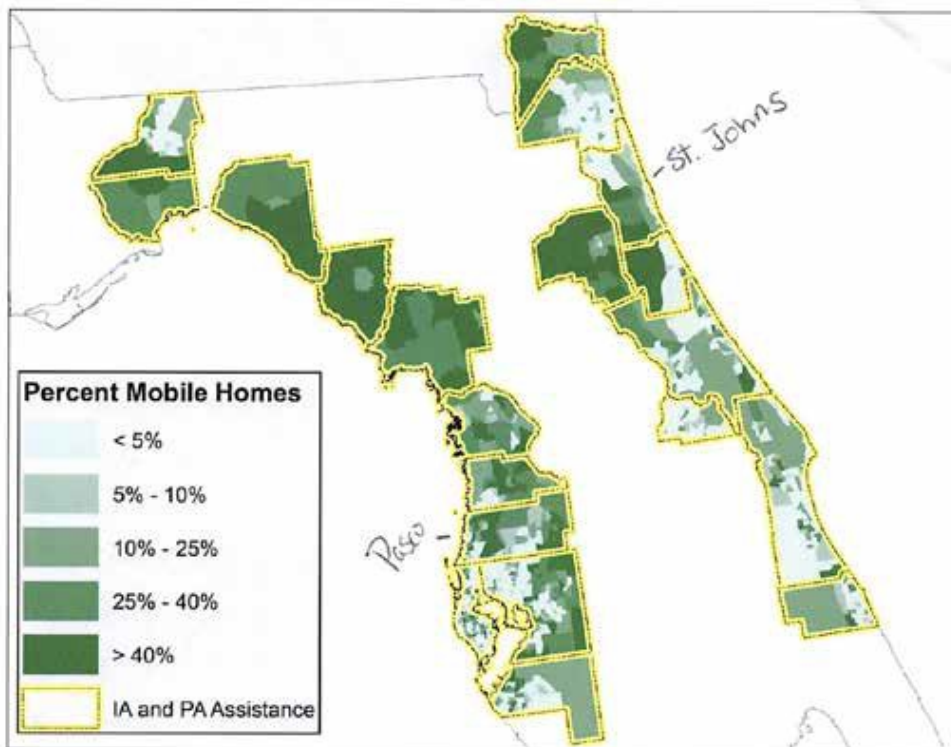
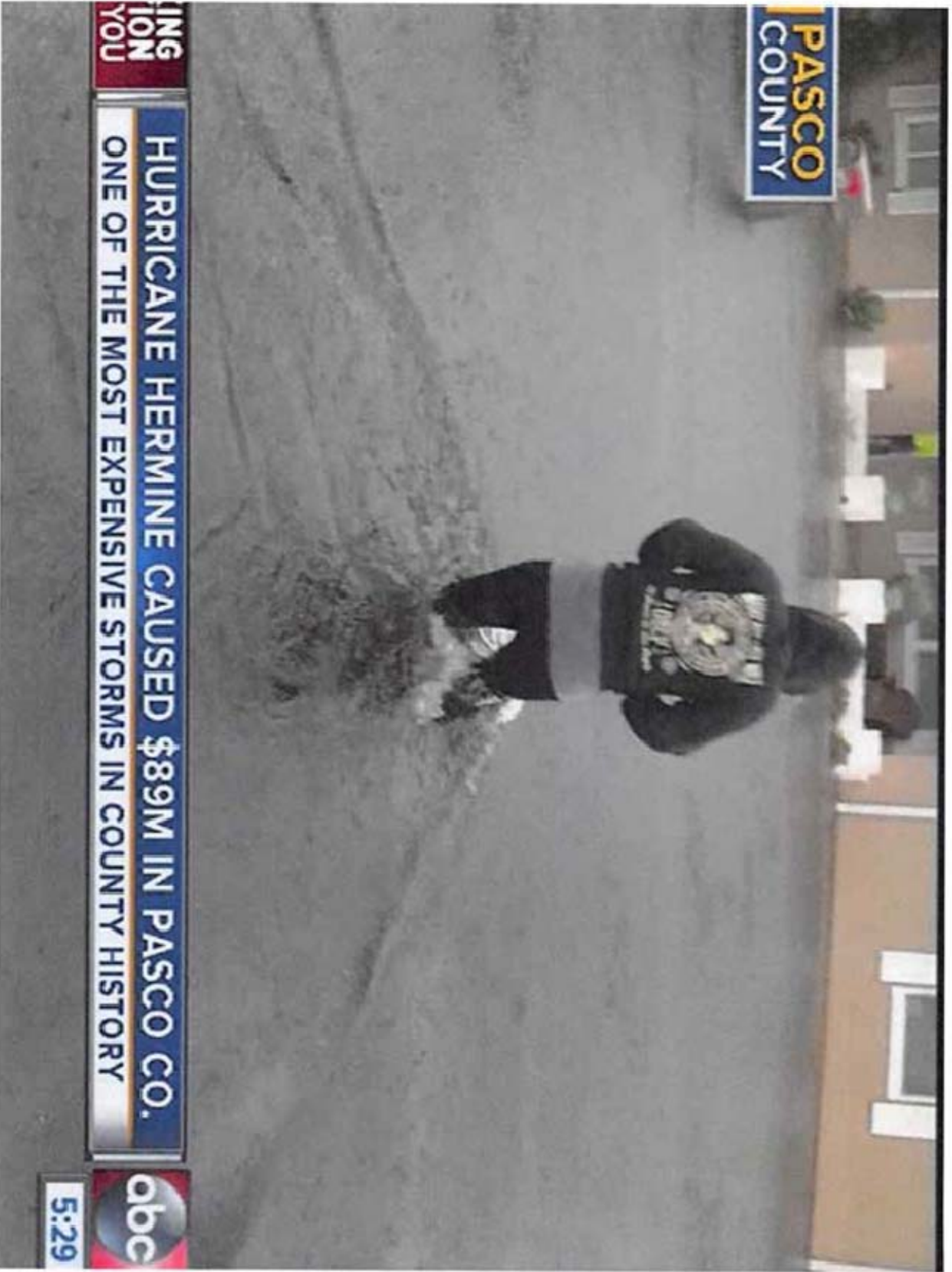


Figure 22: Mobile Home Populations

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.

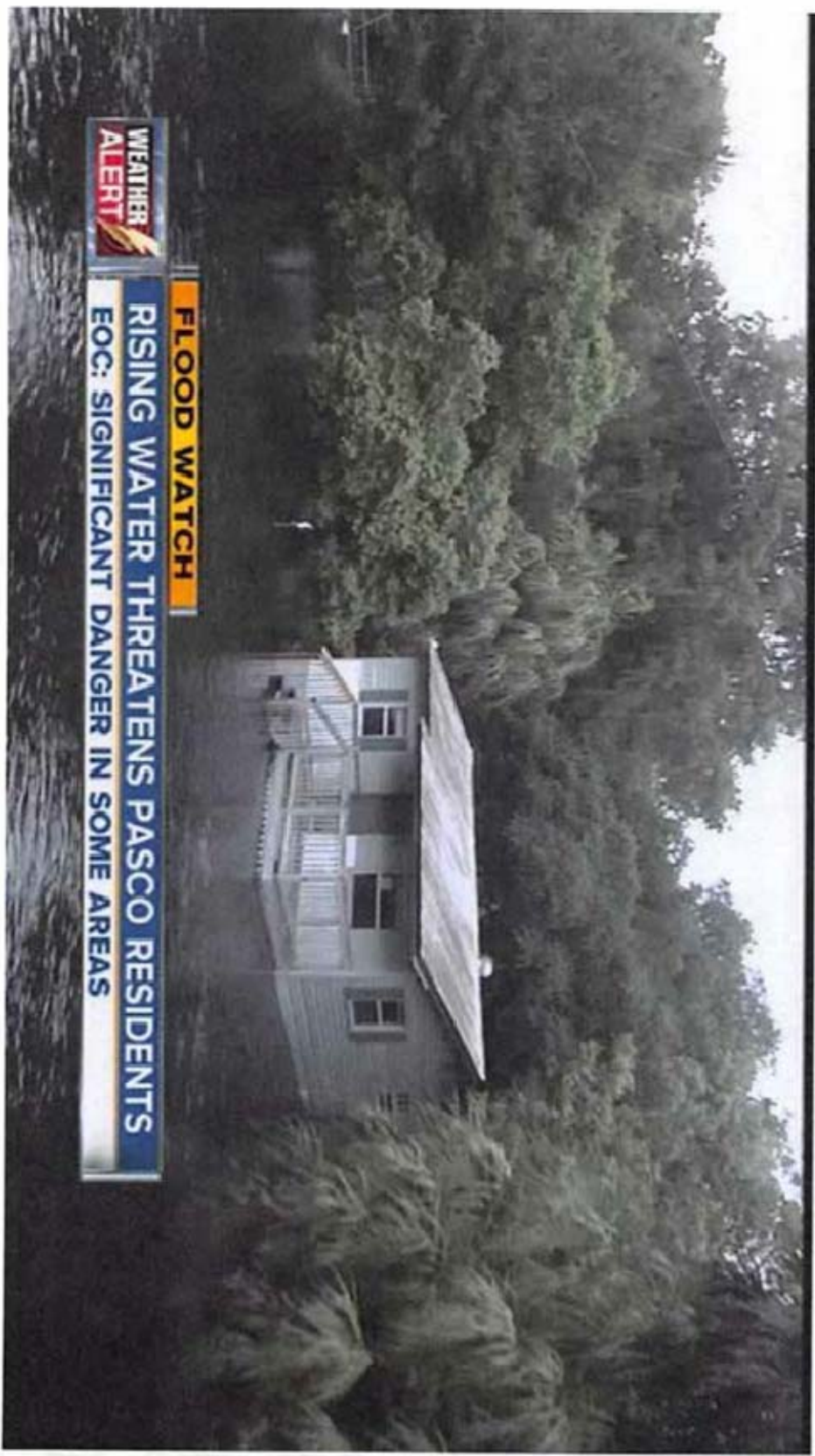
In total across the state, there were 5,111 mobile homes with FEMA Real Property Verified Losses, or losses identified by FEMA inspectors. Table 15 shows the number of mobile homes and FEMA verified property losses by county.



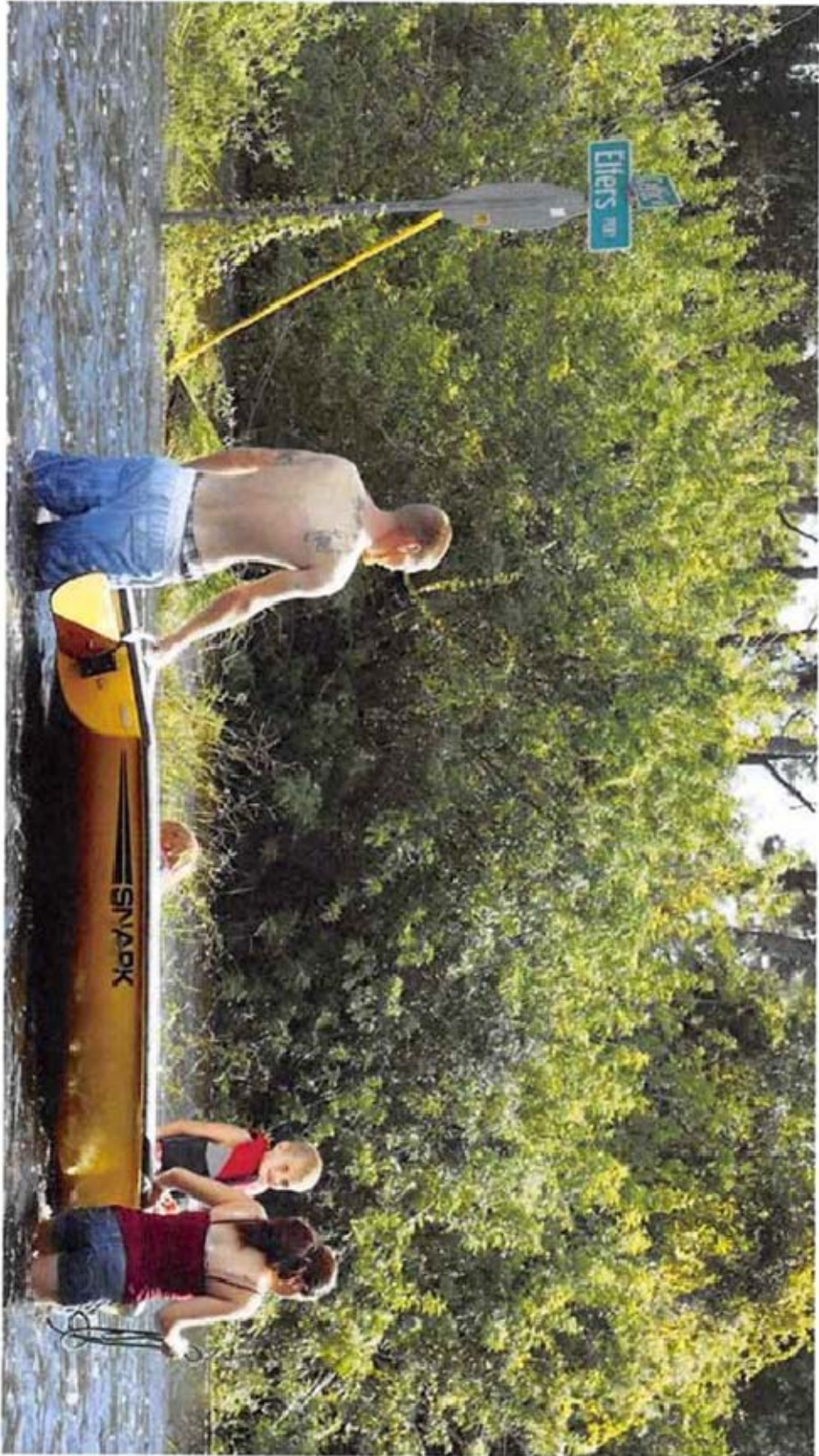
ING  
ION  
YOU

HURRICANE HERMINE CAUSED \$89M IN PASCO CO.  
ONE OF THE MOST EXPENSIVE STORMS IN COUNTY HISTORY

abc  
5:29









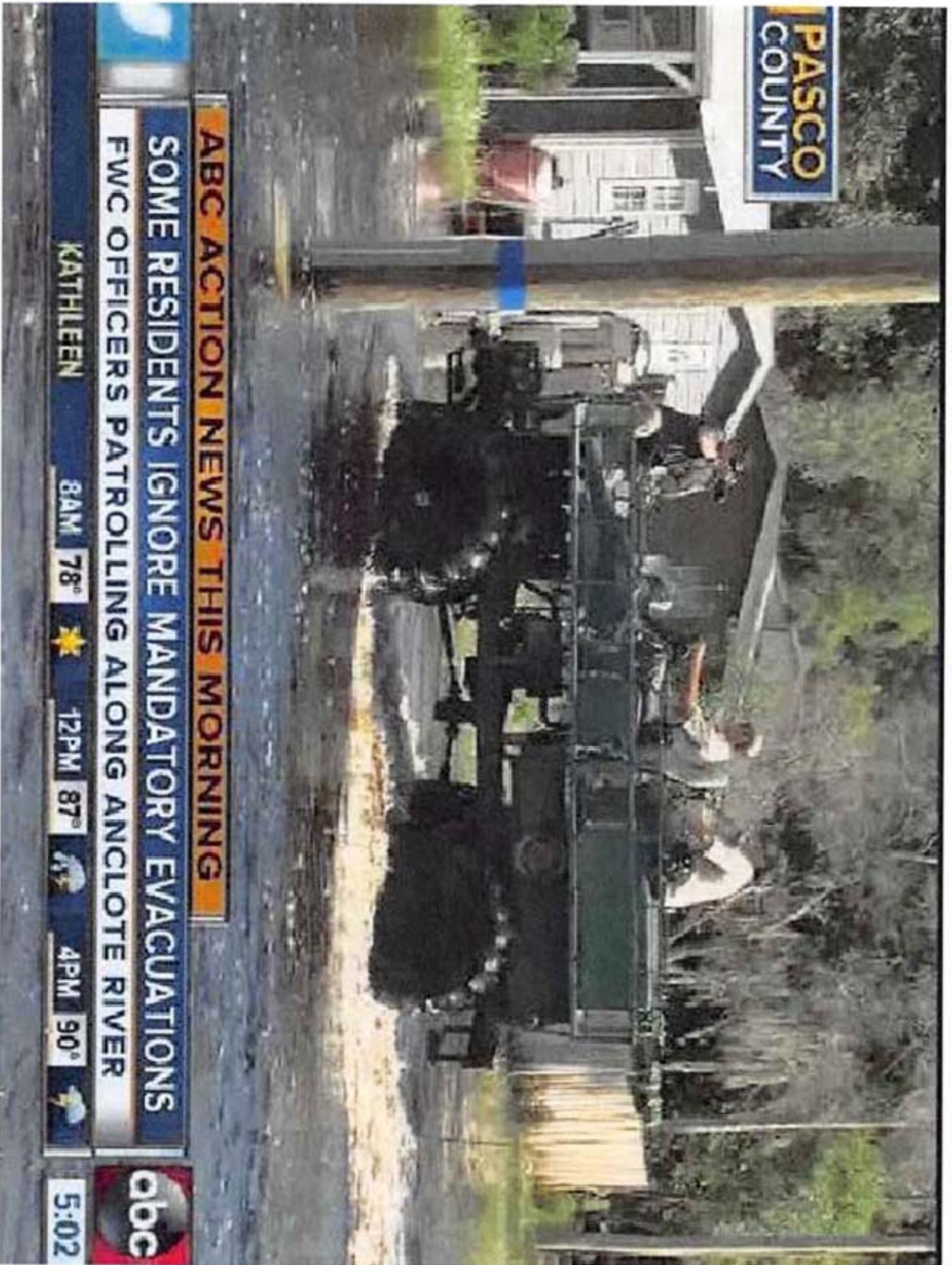


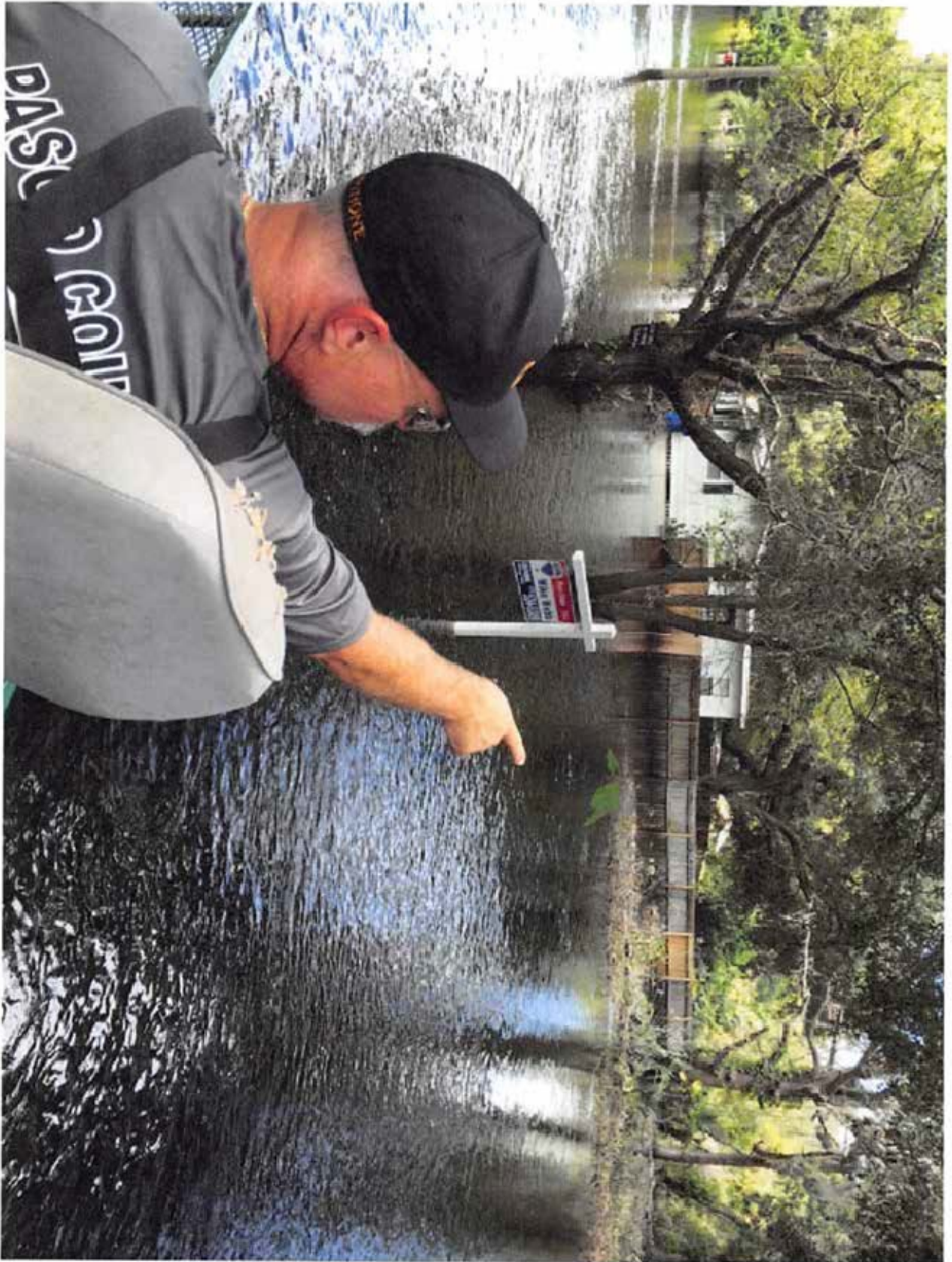
Video-Only Mode  
Swipe left to reveal comments and reactions

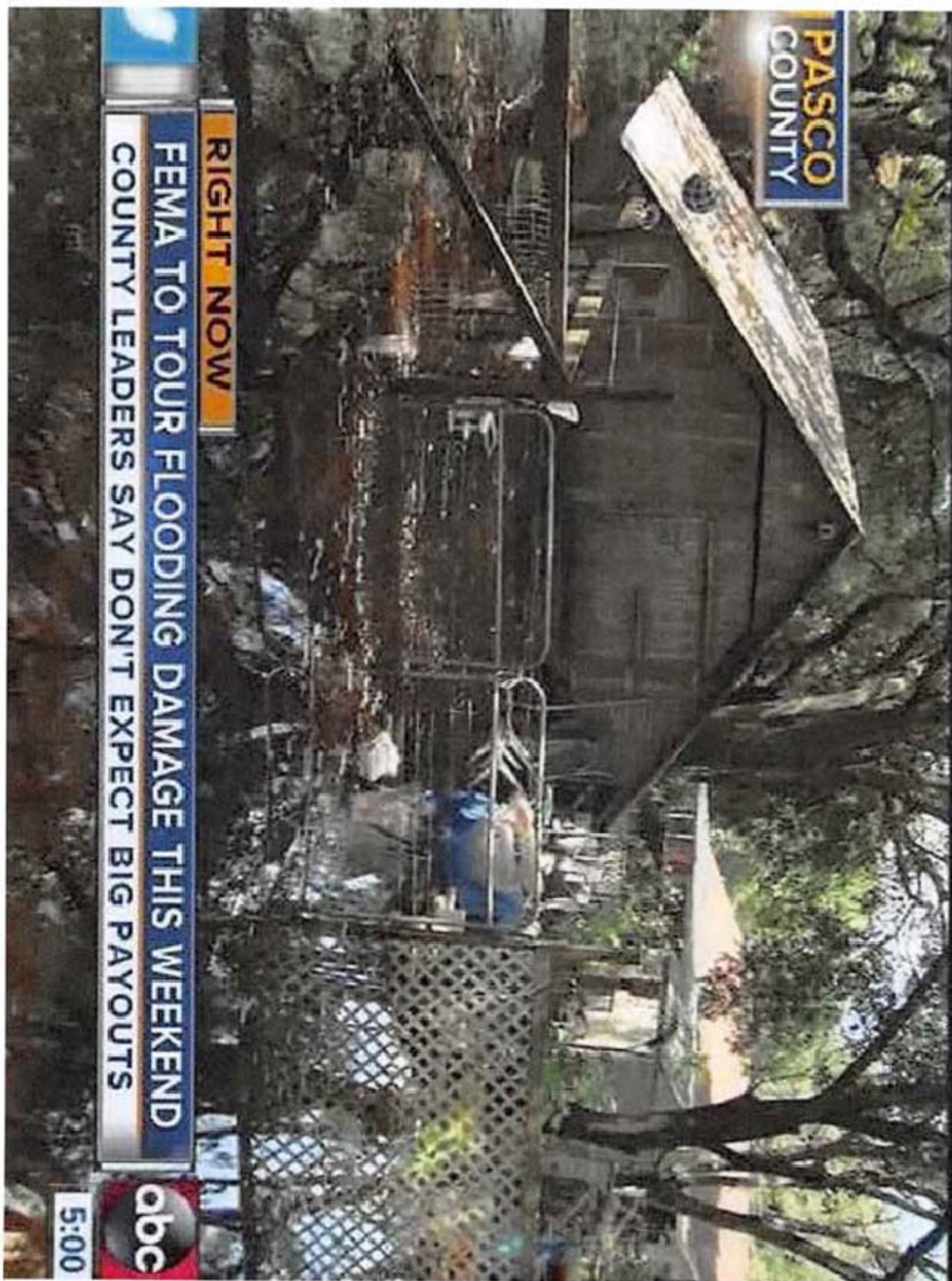








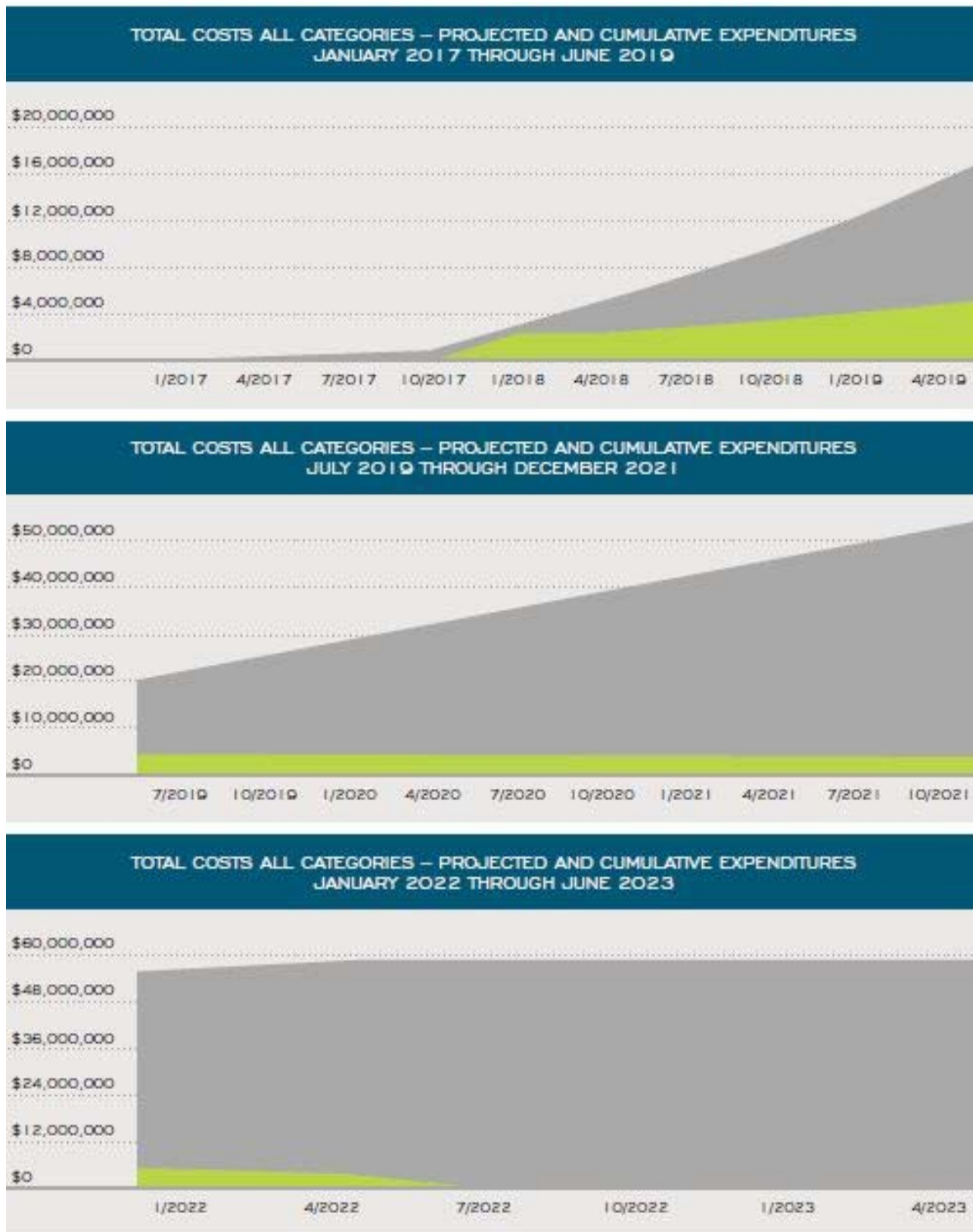








APPENDIX 8: EXPENDITURE PROJECTIONS – ALL CATEGORIES



● PROJECTED EXPENDITURES ● QUARTERLY PROJECTION



## 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**

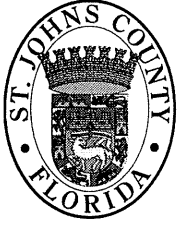
A revision to the standard CDBG regulations, requirements, and activities, granted by HUD.

**WAP**

Florida Weatherization Assistance Program



**FLORIDA DEPARTMENT of  
ECONOMIC OPPORTUNITY**



## St. Johns County Board of County Commissioners

Purchasing Division

June 13, 2019

### ADDENDUM #1

To: Prospective Respondents  
From: St. Johns County Purchasing Department  
Subject: **RFP 19-29; CDBG-DR Owner Occupied Rehabilitation/Elevation/Reconstruction**

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, and return each signed Addendum with their submitted proposal as provided in the RFP.

#### Questions/Answers:

1. I would like to know how much is the estimated budget available for this project?  
**Answer: St. Johns County was allocated \$21,620,073.00 to perform services under the Housing Recovery Program. The budget for each location will vary based on the necessary repairs.**
2. Is this a fixed rate for the Firm of the Project Manager and is it to include the cost of Site Visits & composing Individual Project Proposals; or should these specific line items be included in the Individual Pricing Proposals post the Site Visit?  
**Answer: Project Manager Hourly Rate is a fixed rate as described in Attachment A. Rate does not include site specific cost. The County will solicit a competitive proposal from awarded contractors for each location, which shall include price sheet provided by the County.**
3. How many evaluators will be selected as part of the Evaluation Committee Team to review and grade submitted proposals?  
**Answer: No less than three (3) per County Policy.**
4. Will potential contracts for construction of New Low-Income Housing Multifamily Units be available under this particular contract, RFP NO: 19-29 CDBG-DR Owner Occupied Rehabilitation/ Elevation/ Reconstruction?  
**Answer: No.**
5. Is the \$100,000 Per Owner Program Cap inclusive of all site specifics as well as the cost of elevating homes or would a Program Cap Waiver be applied to homes needing elevation?  
**Answer: \$100,000 cap is for each individual property. Cap is all inclusive and includes all the services offered within this RFP. Waivers may be available for eligible properties allowing for funding to exceed the cap.**
6. How many homes do you expect?  
**Answer: County is still actively taking registrations. Currently there are four hundred thirty-six (436) Registrations for assistance.**

7. Is the 100k cap for Rehab, Recon, or Elevation?

**Answer: See the answer to #5 above.**

**THE SUBMITTAL DUE DATE REMAINS: June 20, 2019 BY OR BEFORE 4:00 P.M.**

**Acknowledgment**

Sincerely,



April Bacon

Disaster Recovery Procurement Coordinator

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name (Print)

**END OF ADDENDUM NO. 1**