



Thomas Abbott, Chair
Kurvin Qualls, Vice-Chair

Austin Mount, Executive Director

West Florida Regional Planning Council Meeting Agenda
Crestview City Hall, 198 N. Wilson Street
Monday, April 18, 2016 at 3:30 p.m.

1. **Call to Order – Mayor Tom Abbott, Chair**
2. **Pledge of Allegiance**
3. **Roll Call - Mayor Tom Abbott, Chair**
4. **Consent Agenda**
 - a. **Approval of the March 2016 Meeting Minutes.....1**
 - b. **Approval of January 2016 Financial Statements.....2**
5. **Executive Committee Report - Mayor Thomas Abbott, Chair**
6. **Residential Construction Mitigation Program (RCMP) Grant – Kate Daniel, Community and Economic Development Manager.....3**
7. **Residential Construction Mitigation Program (RCMP) Execution – Kate Daniel, Community and Economic Development Manager.....4**
8. **District 1 Local Emergency Planning Committee (LEPC) FY 16-17 Funding – Kate Daniel, Community and Economic Development Manager.....5**
9. **Revised Rules of the West Florida Regional Planning Council – Austin Mount, WFRPC Executive Director.....6**
10. **Nomination and Election of WFRPC Board Treasurer and Secretary – Austin Mount, WFRPC Executive Director.....7**
11. **Unified Planning Work Programs (UPWP) – Mary Beth Washnock, Transportation Planning Manager.....8**
12. **Executive Director Briefing – Austin Mount, Executive Director**
 - a. **Executive Director Report**
 - b. **March Monthly Highlights**
13. **Comments**
 - a. **Council Members**
 - b. **Ex Officio Members**
 - c. **Council Chair**
 - d. **Public**

Next Meeting Tentatively Scheduled for: May 16, 2016

The call in number for those unable to attend is **800-747-5150**, 7 digit Access code: **3327976**.

There will be an **Executive Committee** meeting will convene at **3:00** p.m. at the same location.

1



West Florida Regional Planning Council
Meeting Minutes
Crestview City Hall
March 21, 2016 3:30 p.m.

Members Present: Mayor Thomas Abbott, City of Callaway (Chair)
Councilwoman Mary Ellen Johnson, City of Milton
Councilwoman Kasey Cuchens, City of Freeport
Commissioner Nathan Boyles, Okaloosa County
Mayor David Cadle, City of Crestview
J.D. Smith, Governor Appointee
Commissioner Cecilia Jones, Walton County (via call-in)
Virgie Bowen, FDOT (Ex-officio)

Others Present: Linda Little, FDOT
Kate Daniel, WFRPC Staff
Jill Lavender, WFRPC Staff
Kathy Saldana, WFRPC Staff
Dawn Schwartz, WFRPC Staff
Traci Goodhart, WFRPC Staff
Austin Mount, WFRPC Staff
Mary Beth Washnock, WFRPC Staff
Gina Watson, WFRPC Staff

Agenda Item I: Call to Order & Pledge of Allegiance

Chairman Abbott called the meeting to order and asked Councilwoman Cuchens to lead the pledge. The pledge of allegiance was recited.

Agenda Item II: Telephone Roll Call

Commissioner Cecelia Jones was in attendance via call-in.

Agenda Item III: Consent Agenda

- a. Approval of the February 2016 Meeting Minutes
- b. Approval of November and December 2015 Financial Statements

Mr. Smith moved to approve the consent agenda. Councilwoman Johnson seconded the motion and it was unanimously approved.

Agenda Item IV: Executive Committee Report

Chairman Abbott said the Executive Committee was briefed on the board's action items on the agenda. The committee also discussed the WFRPC membership and the current vacancies for governor appointees. He said the committee supports inviting local stakeholders such as Gulf Power and Navy Federal to fill those vacancies.

Agenda Item V: Washington County Staff Services Agreement

Chairman Abbott called on Ms. Daniel. Ms. Daniel said the current contract with Washington County ends April 27 and the county has expressed interest in renewing the agreement. She said after negotiations the county was agreeable to a 17-month contract in an amount not to exceed \$90,100 or \$5,300 per month. The Washington County office will be staffed three days per week with office hours of 9 a.m. - 3 p.m. The reduced office hours will help decrease the extra hours WFRPC staff spends commuting to Washington County from the Pensacola office.

Mr. Smith moved to authorize the WFRPC chairman to sign an agreement with Washington County to continue providing staff services through September 2017. The motion was seconded by Commissioner Boyles.

Chairman Abbott reiterated that this is a prime example of the type of competitive services that the WFRPC can offer its members. He and Mr. Smith highly complimented the staff.

The motion was unanimously approved.

Agenda Item VI: Washington County Debris Plan Review and Update

Ms. Daniel said Washington County has also requested assistance from the WFRPC with their debris plan. She said this contract will be in the amount of \$7,000 with a completion date of August 25, 2016. Staff will be responsible for reviewing and updating the debris plan and monitoring checklist. Other tasks include meeting with the county attorney to update the debris removal contract as well as existing monitoring contracts. Staff will also be receiving, reviewing and ranking bids for new contracts, and will make contractual recommendations to the Washington County Board of County Commissioners.

Commissioner Boyles moved to authorize the WFRPC chairman to sign an agreement with Washington County to review and update the county's debris plan. The motion was seconded by Mr. Smith and it was unanimously approved.

Agenda Item VII: Small Quantity Generators Renewal Contract with Okaloosa County

Ms. Daniel said the WFRPC has been administering this DEP program for five counties in the region. She said the work entails visiting sites with small amounts of hazardous waste and verifying that it is being contained, disposed of or recycled appropriately. Okaloosa County is requesting a contract renewal at this time. This will be a one-year contract running from October 1, 2016 to September 30, 2017 in the amount of \$13,500.

Mr. Smith moved to authorize the WFRPC chairman to sign an agreement entering into a Small Quantity Generator Hazardous Waste Generator Program renewal contract with Okaloosa County. The motion was seconded by Commissioner Boyles and it was unanimously approved.

Agenda Item VIII: USDA Rural Business Development Grant Application for Economic Development Action Plan

Ms. Daniel explained that this \$75,000 grant would require no match and would allow the WFRPC to assist five member rural municipalities in development of their Economic Development Action Plans. She said the twelve month project would include creating a steering committee to help develop the following: a needs assessment, asset mapping, strategy development, resource identification, and implementation assignments. She said the goal is to create a vital, useable plan for these towns, not a plan that will sit on a shelf. The communities the WFRPC wishes to assist include Ponce de Leon and Bonifay in Holmes County, Jay in Santa Rosa County, Freeport in Walton County and Vernon in Washington County. Ponce de Leon, Bonifay and Jay have all agreed to participate. Freeport and Vernon have it on their agendas to discuss.

Commissioner Boyles moved to authorize the WFRPC chairman to sign the resolution authorizing staff to apply for the USDA's Rural Business Development Economic Development Action Plan grant. The motion was seconded by Mr. Smith and it was unanimously approved.

Agenda Item IX: USDA Rural Business Development Grant Application for West Florida Business and Entrepreneurship Conference

Ms. Daniel said WFRPC staff would like to apply for an additional USDA grant that would allow them to conduct two Business and Entrepreneurship conferences; one in the east end of the region and the other on the west end. She said the conferences are intended to bring smart marketing, accounting and legal advice to new and future business owners in the rural parts of the region. This is a \$50,000 grant that requires no match.

Chairman Abbott asked when these conferences would occur. Ms. Daniel said staff anticipates the first to be held this fall and the second in early spring 2017.

Mr. Smith moved to authorize the WFRPC chairman to sign the resolution authorizing staff to apply for the USDA's Rural Business Development grant to hold two West Florida Business and Entrepreneurship conferences. The motion was seconded by Commissioner Boyles and it was unanimously approved.

Agenda Item X: Support for the Northwest Florida Clean Cities Coalition

Chairman Abbott called on Ms. Goodhart. Ms. Goodhart said the Department of Energy's Clean Cities Coalition provides \$45,000 annually to those entities that hold Clean Cities designation, and she, as the Northwest Florida Clean Cities Coalition Coordinator, is working towards this designation. Stakeholders are eligible for many benefits, including networking opportunities technical training, funding opportunities, and assistance with grant applications. Stakeholders are also publically recognized for their efforts in reducing petroleum consumption in their areas.

Commissioner Boyles moved to authorize the WFRPC chairman to sign Resolution 2016-02 supporting the Department of Energy's Clean Cities Program and the Northwest Florida Clean Cities Coalition application for designation. The motion was seconded by Councilwoman Johnson and it was unanimously approved.

Agenda Item XI: Update on Parking Strategies Technical Assistance Project for the City of Pensacola

Chairman Abbott called on Ms. Lavender. Ms. Lavender explained that the City of Pensacola took advantage of their membership on the WFRPC and approached staff to assist them in addressing their parking needs downtown. She provided a PowerPoint presentation and described the city's previous parking studies and the efforts involved in this study. She said regulatory conditions, the current parking supply, future planned development and future parking needs are all being evaluated. Stakeholder input is being sought and best practices from around the country are being reviewed. The WFRPC's GIS Coordinator has developed an interactive map that is accessible through the WFRPC website. The final report is expected to be completed in June 2016.

Chairman Abbott said this is a large project for the Council that can be of major impact to the economic development to the City of Pensacola. He thanked Ms. Lavender for the update.

Agenda Item XIII: Executive Director Briefing

Mr. Mount said there have been several new programs and contracts starting at the Council and he is feeling very positive about the staff and the work being produced.

A full month's analysis of the company car use has been completed. Use of the car has brought \$700 back to the Council as well as saved much staff time in going back and forth to pick up and return rental cars.

The staff retreat was held March 17-18. Day 1 focused on team building and Day 2 on partnerships. Staff will have follow-up meetings to further build on what was discussed. Chairman Abbott thanked Mr. Mount for the invitation to attend, although he was unable to be there.

Mr. Mount explained that Regional Planning Councils in Florida are structured to have up to seven governor appointees as part of their membership, and currently the WFRPC only has three. He said he would like to develop and submit a list to the governor's office to fill the four existing vacancies as well as contact the existing governor appointees to see if they would like to continue to serve. Mr. Smith is a governor appointee and is very active on the board. Chairman Abbott supported this action, stating that it is a way for the WFRPC to stay proactive in the community. He asked Mr. Mount for suggestions. Mr. Mount said staff would like to invite former Destin City Councilman Jim Wood to join and that he would like to look at area stakeholders such as Gulf Power, St. Joe Paper Company and the local universities.

Commissioner Boyles moved to authorize Executive Director Austin Mount to develop a list of seven individuals to invite to join the WFRPC as governor appointees. The motion was seconded by Mr. Smith.

Councilwoman Johnson asked if Mr. Joel Pate is a current governor-appointee. Mr. Mount said that he is and he will contact him to see if he wishes to continue to serve.

The motion was unanimously approved.

Next meeting is tentatively scheduled for Monday, April 18, 2016. There being no further business, the meeting was adjourned.

2

WEST FL RPC
Balance Sheet
As of 1/31/2016

	Current Year
Assets	
Current Assets	
Operating Cash	628,759.10
Operating Reserves	348,353.35
Accounts Receivable	1,430,399.03
Prepaid Expenses	17,759.01
Total Current Assets	2,425,270.49
Long-term Assets	
Property & Equipment	31,660.67
Total Long-term Assets	31,660.67
Total Assets	2,456,931.16
Liabilities	
Short-term Liabilities	
Accounts Payable	66,840.12
Walton/Okaloosa/Santa Rosa RUA Payable	350.45
Deferred Revenue	281,645.37
Total Short-term Liabilities	348,835.94
Total Liabilities	348,835.94
Net Assets	
Net Assets	
Unrestricted	2,240,758.54
Total Net Assets	2,240,758.54
Current YTD Net Income	(132,663.32)
Total Net Assets	2,108,095.22
Total Liabilities and Net Assets	2,456,931.16

WEST FL RPC
Statement of Revenues and Expenditures - Unposted Transactions Included In Report
From 1/1/2016 Through 1/31/2016

	YTD Budget - Original	Current Period Actual	YTD Actual	YTD Budget Variance
PROJECT REVENUES				
Project Revenues	3,004,674.00	144,891.25	838,975.86	(2,165,698.14)
FTA Local Match	49,879.00	0.00	39,351.00	(10,528.00)
Project Fringe Reimbursement	0.00	34,355.99	(4,341.43)	(4,341.43)
Total PROJECT REVENUES	<u>3,054,553.00</u>	<u>179,247.24</u>	<u>873,985.43</u>	<u>(2,180,567.57)</u>
ADMIN REVENUE				
WFRPC Membership Dues	53,450.00	0.00	52,761.00	(689.00)
Ind Exp Reimb	773,968.00	62,348.25	220,483.24	(553,484.76)
Interest and Misc Income	0.00	40.05	290.25	290.25
Total ADMIN REVENUE	<u>827,418.00</u>	<u>62,388.30</u>	<u>273,534.49</u>	<u>(553,883.51)</u>
PROJECT EXPENSES				
Salaries & Fringe	1,460,235.00	120,541.12	422,866.22	1,037,368.78
Indirect Costs	773,968.00	62,349.84	220,484.83	553,483.17
Travel	80,000.00	3,613.74	34,398.30	45,601.70
Other Direct Expenses	722,686.00	44,207.68	257,900.50	464,785.50
Total PROJECT EXPENSES	<u>3,036,889.00</u>	<u>230,712.38</u>	<u>935,649.85</u>	<u>2,101,239.15</u>
ADMINISTRATIVE AND OPERATING EXPENSES				
Administrative: Salaries & Fringe	380,711.00	37,221.50	170,161.02	210,549.98
Operating: Audit Fees	28,000.00	0.00	0.00	28,000.00
Operating: Current Accounting Fees	12,000.00	1,377.85	4,060.04	7,939.96
Operating: Education	3,000.00	232.00	232.00	2,768.00
Operating: Equipment Maintenance	1,500.00	0.00	235.00	1,265.00
Operating: Expend/Debt Ser/Cap Lease	3,875.00	1,194.00	4,139.20	(264.20)
Operating: General Insurance	16,500.00	0.00	5,337.54	11,162.46
Operating: Memberships & Subscriptions	14,900.00	129.00	20,415.92	(5,515.92)
Operating: Miscellaneous Expense	0.00	0.00	24.00	(24.00)
Operating: Office Expense	10,850.00	1,243.50	6,304.01	4,545.99
Operating: Personnel Training	3,000.00	0.00	0.00	3,000.00
Operating: Postage	1,000.00	(245.95)	62.54	937.46
Operating: Professional Services	42,400.00	3,853.37	15,146.48	27,253.52
Operating: Purchase of Equipment	15,000.00	0.00	0.00	15,000.00
Operating: Rent	191,232.00	31,872.00	78,276.00	112,956.00
Operating: Telephone	17,000.00	1,479.94	4,510.59	12,489.41
Operating: Travel - Admin	13,000.00	962.43	824.08	12,175.92
Operating: Travel - Council & Committee	3,000.00	222.92	800.90	2,199.10
Operating: Utilities	17,000.00	1,280.34	3,650.09	13,349.91
Total ADMINISTRATIVE AND OPERATING EXPENSES	<u>773,968.00</u>	<u>80,822.90</u>	<u>314,179.41</u>	<u>459,788.59</u>
COUNCIL EXPENSES				
Council Expenses	71,114.00	25,504.67	30,353.98	40,760.02
Total COUNCIL EXPENSES	<u>71,114.00</u>	<u>25,504.67</u>	<u>30,353.98</u>	<u>40,760.02</u>
NET INCOME	<u>0.00</u>	<u>(95,404.41)</u>	<u>(132,663.32)</u>	<u>(132,663.32)</u>

3



Agenda Item Number: 3

Meeting date: April 18, 2016

SUBJECT: Residential Construction Mitigation Program (RCMP) Grant

BACKGROUND: The Residential Construction Mitigation Program (RCMP), receives \$7 million annually from the Florida Hurricane Catastrophe Trust Fund. Through partnering with local housing authorities and non-profit organizations, the Florida Division of Emergency Management is able to promote wind mitigation upgrades to qualified residents.

This annual grant is provided through the Florida Division of Emergency Management. Under this grant, staff will administer the RCMP funds for Walton, Holmes, and Washington counties.

FUNDING AMOUNT: \$194,000

RECOMMENDED ACTION: Approval to authorize the WFRPC Executive Director to sign the cover letter and submit the grant application to the Florida Division of Emergency Management. Please contact Ms. Kate Daniel, WFRPC staff, at 1-800-226-8914, Extension 245 or Kate.Daniel@wfrpc.org if additional information is needed.

4



Agenda Item Number: 4

Meeting date: April 18, 2016

SUBJECT: Residential Construction Mitigation Program (RCMP) Execution

BACKGROUND: The Residential Construction Mitigation Program (RCMP), receives \$7 million annually from the Florida Hurricane Catastrophe Trust Fund. Through partnering with local housing authorities and non-profit organizations, The Florida Division of Emergency Management is able to promote wind mitigation upgrades to qualified residents.

This annual grant is provided through the Florida Division of Emergency Management. Under this grant, staff will administer the RCMP funds for Walton, Holmes, and Washington counties.

FUNDING AMOUNT: \$194,000

FUNDING PERIOD: July 1, 2016 - June 30, 2017

RECOMMENDED ACTION: Approval to authorize the WFRPC chairman to sign the agreement with the Florida Division of Emergency Management. Please contact Ms. Kate Daniel, WFRPC staff, at 1-800-226-8914, Extension 245 or Kate.Daniel@wfrpc.org if additional information is needed.

Agreement Number: 17RC-xx-01-27-04-xxx

Project Number: RCMP2017-003

STATE-FUNDED GRANT AGREEMENT

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

B. The Division has received these funds from the State of Florida, General Appropriations Act of 2015-2016 for the purposes set forth in Section 215.559, Fla. Stat., and has the authority to grant these funds to the Recipient upon the terms and conditions below.

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

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

(1) SCOPE OF WORK.

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

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

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

(3) PERIOD OF AGREEMENT.

This Agreement shall begin **July 1, 2016**, and shall end **June 30, 2017**, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200.

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a

period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

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

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

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

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

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

(6) AUDIT REQUIREMENTS

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

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

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

(d) If the Recipient is a non-state entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

If the Recipient expends a total amount of State financial assistance equal to or more than \$500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat.; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement shows the State financial assistance awarded by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Division, 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.

In connection with the audit requirements addressed in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(e), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., 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 Recipient's resources obtained from other than State entities). Additional information on the Florida Single Audit Act may be found at the following website: <https://apps.fldfs.com/fsaa/singleauditact.aspx>.

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.
2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.
3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following:

The Florida Division of Emergency Management at the following address:

Florida Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

OR

DEMSingle_Audit@em.myflorida.com

The Florida Auditor General's Office at the following address:

Florida Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letters, or other information required to be submitted to the Division pursuant to this Agreement shall be submitted on time as required under 2 C.F.R. Part 200,

Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Division of Emergency Management for audits done in accordance with 2 C.F.R Part 200 or Chapters 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 in correspondence accompanying the reporting package.

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

(g) The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. by an independent certified public accountant (CPA) licensed under Chapter 473, Fla. Stat. The (CPA) shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Division no later than nine (9) months from the end of the Recipient's fiscal year.

(7) REPORTS

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

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

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

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

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

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

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that

time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

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

(9) LIABILITY

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

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

(10) DEFAULT.

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

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

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

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

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

(11) REMEDIES.

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

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

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

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

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

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

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

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

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

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

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

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

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations,

failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

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

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

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

(13) NOTICE AND CONTACT.

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

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

Meredith VanValkenburgh, Project Manager
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: 850-413-9946
Fax: 850-413-9857
Email: Meredith.VanValkenburgh@em.myflorida.com

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

Mr. Austin Mount, Executive Director
West Florida Regional Planning Council
4081 E Olive Road
Pensacola, Florida 32514
Telephone: 850-332-7976
Email: austin.mount@wfrpc.org

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

(14) SUBCONTRACTS

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

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

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

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

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Statement of Assurances

Attachment D – Request for Advance or Reimbursement

Attachment E – Justification of Advance Payment

Attachment F – Quarterly Report Form

Attachment G – Warranties and Representations

Attachment H – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$194,000.00, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal 2 C.F.R Part 200. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

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

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable 2 C.F.R. Part 200 Cost Principles. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

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

(18) REPAYMENTS

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

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

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

(19) MANDATED CONDITIONS

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

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

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

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

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

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

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

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public

transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

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

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

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

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

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

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

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

(o) All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

(p) The Agreement may be charged only with allowable costs resulting from obligations incurred during the term of the Agreement.

(q) Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

(20) LOBBYING PROHIBITION

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

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

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

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

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

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

(21) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

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

(22) LEGAL AUTHORIZATION.

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

(23) ASSURANCES.

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

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

RECIPIENT:

West Florida Regional Planning Council

By: _____

Name and title: _____

Date: _____

FID# _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANGEMENT

By: _____

Name and Title: _____

Date: _____

EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project – Residential Construction Mitigation Program

State awarding agency: **Division of Emergency Management**

Catalog of State Financial Assistance title: **Residential Construction Mitigation Program**

Catalog of State Financial Assistance number: **31.066**

Amount of State Funding: **\$ 194,000.00**

Attachment A
Budget and Scope of Work

The West Florida Regional Planning Council (Recipient) will provide residential mitigation retrofit improvements as identified in RFP-DEM-14-15-043 on as many qualified, residential structures as possible during the period of performance of this Agreement and within the award amount. The Division of Emergency Management's (Division) Property Information Spreadsheet will be the controlling document that monitors expenditures for the approved mitigation properties.

All residential structures shall be located within Holmes, Walton, and Washington counties and be approved by the Division. The Recipient shall focus on a comprehensive approach that ties together all aspects of mitigation.

The Recipient shall be responsible for the implementation, management, coordination, and facilitation of all aspects related to the mitigation retrofit projects approved under this RFP.

After the execution of a State-Funded Grant Agreement, the Recipient shall conduct an inspection of residential properties and identify a group of properties eligible for mitigation retrofit improvements. The Recipient shall submit a list of those properties to the Division within four (4) weeks of the posted Notice of Intent To Award on the MyFloridaMarketPlace ("MFMP") Vendor Bid System. The Recipient shall submit property information and the estimated mitigation costs on a 2016 Property Information Spreadsheet (PIS) provided by the Division at the time of Award. Color photographs of the structures are required with the submission of the PIS. The Recipient may identify additional properties over the course of the fiscal year until all awarded funds are expended. Authorized mitigation retrofit improvements include:

- a) Replacement of roof sheathing;
- b) Replacement of roof covering;
- c) Strengthening of roof deck attachment;
- d) Installation of secondary water barrier;
- e) Installation of hurricane straps;
- f) Installation of window and door opening protection;
- g) Installation of hurricane resistant windows and doors;
- h) Brace bottom chord gable end; and,
- i) Anchoring of wall or floor units to the foundation.

Where a systemic approach cannot be implemented, this must be clearly justified (i.e., structure has already been partially mitigated or structure does not otherwise require certain measures). All awarded funds must be directly related to mitigation improvements.

The Division will conduct a benefit-cost analysis (BCA) for each of the submitted properties to determine if the mitigation retrofits are cost-effective. The BCA results in a numerical ratio expression of the cost-effectiveness of a mitigation project and is calculated as: total project mitigation benefits divided by total project mitigation costs. A property with a BCA ratio of one (1) or greater has more benefits than costs and is therefore considered cost-effective. Some of the submitted properties may receive a BCA ratio of less than one (1). However, if the combined BCA ratio for the submitted group of properties is equal to one (1) or greater the group of properties may be approved. Specific properties may be added or withdrawn if necessary in order to achieve a combined BCA of one (1) or greater.

No construction shall be started prior to the Division's approval of the mitigation improvements.

Task 1 (Identification and inspection): The Recipient shall identify residential structures for possible

mitigation improvements. Then, the Recipient shall conduct a comprehensive mitigation inspection of all identified structures. Prior to inspection, a list of mitigation features to reduce the insurance premium should be optioned from the homeowner's insurance company. The mitigation inspection shall be performed by a state certified mitigation inspector or local building inspector official. The inspector shall identify any previous mitigation improvements as well as any mitigation deficiencies. Additionally, the inspector shall opine whether the residential structure can be retrofitted to effectively improve resistance to damage.

Task 2 (Submission of identified properties): The Recipient shall submit to the Division a Property Information Spreadsheet (PIS) for each residential property identified for possible mitigation retrofits. The Recipient will provide all the requested information for each residential structure, to include color photographs. The electronic PIS will be provided to the Recipient by the Division and should not be altered in anyway. As part of the submission, the Recipient shall identify whether:

- a) the residence is a site built residence;
- b) no unpermitted work has occurred at the residence;
- c) the residence is the primary residence of the homeowner, and,
- d) any outstanding liens or judgments are attached to the residence or its underlying property.

Task 3 (Scope of work development): The Recipient shall develop a Scope of Work (SOW) for each property approved by the Division. The SOW shall be based on all the mitigation retrofit measures identified on the Property Information Spreadsheet and approved by the Division. If required by the local building official, certified drawings will be developed for mitigation improvements and approved by a State of Florida Registered Professional Engineer or Florida Registered Architect as required. The Recipient shall select a Qualified; Licensed Florida Contractor in accordance with the Recipient's procurement policy to complete the SOW for each Division approved residential structure.

Task 4 (Construction): Upon completion and approval of Tasks 1 through 3, the construction phase shall commence. The Recipient or its Subcontractors shall complete all mitigation retrofit measures as approved by the Division and identified on the Property Information Sheet. The minimum level of required service includes, but is not limited to the completion of all or some of the mitigation retrofit measures identified the PIS. All construction work shall be completed by a Qualified and Licensed, Florida Contractor.

Task 5 (Final inspection): Upon completion of the mitigation retrofit improvements, a post inspection must be performed by the Recipient and a licensed building official/inspector to ensure that all scope of work items are properly completed in compliance with issued building permits, as well as, any and all applicable Florida Building Codes, local building codes, industry standards and Manufacturer's Specifications.

Requests for reimbursement: During the course of the Fiscal Year, the Recipient is required to submit, at a minimum quarterly, Request For Reimbursements (RFR). The recipient is required to submit a quarterly report on the progress of the overall project. Documentation is required to support each RFR, Examples of supporting documentation are provided below for both construction expenses and administrative expenses. In some cases, all the mitigation retrofit improvements may not be fully completed; however, a partial reimbursement request may be submitted. Additional documentation in the form of an Affidavit signed by the project manager attesting to the completion of the work identified in RFR is required.

Construction expenses: The Recipient will pre-audit bills, invoices, and/or charges submitted by the subcontractors and pay the subcontractors for approved bills, invoices, and/or charges. Recipient will submit Reimbursement Requests (Attachment D) to the Division with copies of Subcontractor's bills, invoices, and/or charges and Proof-of-Payment by the Recipient in the form of cancelled checks, payroll records, electronic payment verification, etc. The Recipient shall ensure that the Contractor's Invoice clearly identifies each mitigation item installed.

Administrative expenses: The Recipient shall provide source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits must be clearly shown.

DELIVERABLES:

Deliverable 1 (Identification and inspection; submission of identified properties): Based on the work described in Tasks 1 and 2, the Recipient shall submit, in an electronic format, the completed Initial Property Information Spreadsheet (PIS). All the requested information identified by the PIS is required and shall be provided, including multiple color photographs provided in digital format. The color photographs may be sent by email, one structure per email, or via the Division's File Transfer Protocol (FTP) site. The RCMP Project Number and property owner name must be in the subject line of an email. In the FTP method, each property shall be in a separate file. The file names need to be short but identifiable. File names such as last name and address number (jones1234), or recipient's tracking number on the PIS. Approval of individual properties will be based on a combined BCA ratio.

Due Date: Initial PIS is due within thirty (30) days of the final contract execution date. Recipient requested addition or deletion of properties is due by April 15, 2017.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Administrative expenses and Construction Expenses associated with property identification, plan development, completion, and submission of the initial Division's Property Information Spreadsheet (PIS).

Deliverable 2 (Scope of work development): Based on the work described in Task 3, the Recipient shall submit, in an electronic format, a spreadsheet that contains the following information:

- a) Recipient Name and RCMP Project Number;
- b) Date of Report;
- c) Property Owner's Name;
- d) Selected Contractor's Name and date of Contractor selection for each mitigation measure; and,
- e) Florida Product Approval Code for each mitigation product to be installed.

Due Date: Within fourteen days of Contractor selection.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Administrative Expenses associated with each approved Property's SOW, bidding process, or Contractor selection and creation of detailed spreadsheet.

Deliverable 3 (Construction): Based on the work described in Task 4, the Recipient shall provide a Request For Reimbursement (RFR) Package that includes the following information:

- a) Recipient's Invoice, to include;
 - 1) Start Date of Work Period (start of invoice period);
 - 2) End Date of Work Period (end of invoice period);
 - 3) Description of Work Performed; and,
 - 4) Payment amount requested for reimbursement.
- b) Request for Reimbursement; (Attachment D)
 - 1) Signed and dated Summary Page with relevant Detail Pages;
 - 2) Sub-Contractor's Invoice:
 - a. Sub-Contractor Name;
 - b. Property owner name and address;
 - c. Date work performed;
 - d. Exact mitigation measure completed; and,
 - e. Amount requested for each mitigation measure,

- 3) Copies of Canceled Checks or Electronic Funds Payment Verification;
- 4) Quarterly Report; and,
- 5) Affidavit of Partial Competition (if applicable).

Due Date: Deliverable 3, is due on a regular basis, but shall be submitted at least quarterly, starting with the first quarter after the final Agreement execution date and every quarter thereafter. It shall include the quarterly report. The quarterly submission is due 10 days after the close of the quarter.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Administrative Expenses and Construction Expenses associated with all the mitigation retrofit improvements. The mitigation retrofit improvements may not be fully completed; however, a partial reimbursement request may be submitted. The “**Final Reimbursement Request**” must be submitted by July 15, 2017.

Deliverable 4 (Final inspection): Based on the work described in Task 5, the Recipient shall provide a Final Close-Out Package CD to include the following:

- a) Request For Final Inspection on agency/company letter head identifying the RCMP Project number, contract number and must include the following statements:
 1. The project is 100% complete;
 2. Scope of Work for each residential structure has been completed; and,
 3. All relevant building Codes and Standards have been satisfied.
- b) A CD or other digital media that contains electronic folders for each individual property. The folders must have PDF formatted documents for each of the following:
 1. Approved PIS;
 2. Scope of Work;
 3. Color Photographs, in digital format, documenting mitigation work (pre and post);
 4. Building Permit;
 5. Post Inspection Reports/Certificates of Completion for each Residential Structure;
 6. Florida Approved Product Code, Notice of Acceptance/Product Approvals; and,
 7. Lien Waivers;
- c) An Electronic Spreadsheet to include;
 1. Homeowner’s Name;
 2. Homeowner’s Address;
 3. Pre and Post Inspection Dates;
 4. Retrofit Measures Completed;
 5. Retrofit Cost; and,
 6. Homeowner’s Insurance Company and Policy Number (When Available).

Due Date: On or before May 15, 2017

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Administrative Expenses and Construction Expenses associated with Final Closeout preparation, final inspections, and any additional mitigation performed as required by final inspection. The “**Final Reimbursement Request**” must be submitted by July 15, 2017.

Financial Consequences: If the recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- a) Temporarily withhold cash payments pending correction of the deficiency by the recipient;
- b) Disallow all or part of the cost of the activity or action not in compliance;
- c) Wholly or partly suspend or terminate the current award for the recipient;

- d) Withhold further awards for the program; or,
- e) Take other remedies that may be legally available.

BUDGET: The Budget is designed to account for RCMP Awarded Funds. Each invoice and request for reimbursement should clearly identify the amount of RCMP funds requested and provide supporting documentation.

TABLE 1: BUDGET

BUDGET: The Budget is designed to account for RCMP Awarded Funds. Each invoice and RFR should clearly identify the amount of RCMP funds requested and provide supporting documentation.

This is RCMP Project Number **RCMP17-003, The West Florida Regional Planning Council,** and The Period of Performance for this project shall start **July 1, 2016 and end June 30, 2017.**

EXPENDITURE CATEGORIES AWARD	RFP-DEM- 14-15-043 RCMP AWARD
Salary & Benefits	
Other Personnel / Contractual Services	
Administrative Expenses Indirect Costs: Costs that is difficult to assign to a specific project. For example: administrative staff, utilities, rent, miscellaneous supplies purchased in bulk.	\$19,400
Program Expenses Direct Costs: Activities or services that benefit a specific project. For example: project specific construction costs, materials, inspections, and staff hours with activities directly related.	\$174,600
Totals	\$194,000

Project Timeline:

No work shall be performed under this Agreement prior to the Agreement execution date and the issuance of a Notice to Proceed. All subcontracts must be reviewed by the Division prior to execution. The Recipient is required to complete the mitigation work prior to the Final Close-Out Package due on **May 15, 2017**. Upon submission of the Final Close-Out Package, the Division will schedule on-site visits with the Recipient to inspect and confirm the mitigation work has been completed in compliance with this Agreement. All applicable Florida Building Codes, local building codes, industry standards and Manufacturer's Specifications must be certified by the local building official. Any mitigation deficiencies identified by the Division must be corrected by the end of the contract on June 30, 2017. A final invoice with complete documentation is due by June 1, 2017. Missing or incomplete documentation submitted with the final reimbursement request may result in a partial reimbursement. The project file will be closed on **August 15, 2017**

Table 2. Key Deliverable Dates

KEY ACTIVITY	DUE DATE	COMMENT
Deliverable 1: Completed PIS and required data	30 days after contract execution	Additional or Deletion of properties by April 15, 2017.
Deliverable 2: Property SOW data sheet	Within 14 Days of contractor selection	
Deliverable 3: Quarterly Reports	September 30 th , December 31 st , March 31 st , June 30 th	Quarterly Reports are due 10 days after end of the quarter.
Deliverable 3: Quarterly Reports and RFR for Construction phase	September 30th, December 31st, March 31st, June 30th	Minimum RFR is due every quarter. RFR submitted with the Quarterly report. Due 10 days after end of the Quarter. Final RFR submitted by July 15 th , 2017.
Deliverable 4: Final inspection Request	By May 15, 2017	Upon completion of all approved projects.
Deliverable 4: Additional Mitigation required	By June 30, 2017	End of Grant

Attachment B
Program Statutes and Regulations

Section 215.559, Florida Statutes	Hurricane Loss Mitigation Program
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.97, Florida Statutes	Florida Single Audit Act
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
Section 216.3475 Florida Statutes	Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
Section 287.056, Florida Statutes	Purchases from purchasing agreement and state term contract
Section 287.057, Florida Statutes	Procurement of commodities or contractual services
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements

Attachment C

Statement of Assurances

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

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the

Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
 - (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/government/grant/sfha_conditions.shtm

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation

Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:

- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and
- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the “**Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)**” which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.
- (4) When any of the Recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.
- (6) The Recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP

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

- (7) The Recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.
- (m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626
- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;

- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;
- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (ii) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
 - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
 - (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
 - (5) Provide supervision over contractors or employees employed by the Recipient to remove asbestos and lead from demolished or otherwise applicable structures.
 - (6) Leave the demolished site clean, level and free of debris.

- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

**REQUEST FOR ADVANCE OR REIMBURSEMENT OF
RESIDENTIAL CONSTRUCTION MITIGATION PROGRAM FUNDS**

RECIPIENT NAME: West Florida Regional Planning Council

ADDRESS: 4081 E Olive Road

CITY, STATE, ZIP CODE: Pensacola, Florida 32514

Project Number: RCMP-2017-003

PAYMENT No: _____

DEM Agreement No: 17RC-xx-01-27-04-xxx

Eligible Amount 100%	Obligated Federal __%	Obligated RCMP 100%	Previous Payments	Current Request	DEM Use Only	
					Approved	Comments
	N/A					

TOTAL CURRENT REQUEST: \$ _____

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

RECIPIENT SIGNATURE _____

NAME AND TITLE _____ DATE: _____

_____ TO BE COMPLETED BY DIVISION OF EMERGENCY MANAGEMENT	
APPROVED PROJECT TOTAL \$ _____	
ADMINISTRATIVE COST \$ _____	_____ GOVERNOR'S AUTHORIZED REPRESENTATIVE
APPROVED FOR PAYMENT \$ _____	_____ DATE

**Attachment D
(Continued)**

DIVISION OF EMERGENCY MANAGEMENT

**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE WORK UNDER THE
RESIDENTIAL CONSTRUCTION MITIGATION PROGRAM**

RECIPIENT: West FI Regional Planning Council PROJECT #: RCMP2017-003

CONTRACT# 17RC-xx-01-27-04-xxx FEMA TRACKING #: N/A

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

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT: West Florida Regional Planning Council

If you are requesting an advance, indicate same by checking the box below.

<p><input type="checkbox"/> ADVANCE REQUESTED</p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.</p>
--

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

Attachment F

DIVISION OF EMERGENCY MANAGEMENT
RESIDENTIAL CONSTRUCTION MITIGATION PROGRAM

QUARTERLY REPORT FORM

RECIPIENT: West Florida Regional Planning Council

Project Number: RCMP2017-003

PROJECT LOCATION: _____

DEM ID #: 17RC-xx-01-27-04-xxx

QUARTER ENDING: _____

Provide amount of advance funds disbursed for period (if applicable) \$ _____

Provide reimbursement projections for this project:

July-Sep, 20__ \$ _____ Oct-Dec, 20__ \$ _____ Jan-Mar, 20__ \$ _____ Apr-June, 20__ \$ _____

July-Sep, 20__ \$ _____ Oct-Dec, 20__ \$ _____ Jan-Mar, 20__ \$ _____ Apr-June, 20__ \$ _____

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

Project Proceeding on Schedule: Yes No

Describe milestones achieved during this quarter:

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

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

Cost Status: Cost Unchanged Under Budget Over Budget

Additional Comments/Elaboration:

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

Name and Phone Number of Person Completing This Form _____

Attachment G
Warranties and Representations

Financial Management

Recipient's financial management system must 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. Recipient 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 Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

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

Codes of Conduct.

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

Business Hours

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

Licensing and Permitting

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

Attachment H

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

Subcontractor Covered Transactions

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

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

SUBCONTRACTOR:

By: _____
Signature

Name and Title

Street Address

City, State, Zip

West FI Regional Planning Council
Recipient's Name

17RC-xx-01-27-04-xxx
DEM Contract Number

RCMP2017-003
Project Number

5



Agenda Item Number: 5

Meeting date: April 18, 2016

SUBJECT: District 1 Local Emergency Planning Committee (LEPC) FY16-17 Funding

BACKGROUND: The Local Emergency Planning Committees (LEPC) were created under provisions of the Emergency Planning and Community Right-To-Know (EPCRA) Act of 1986, also known as Title III of the Superfund Amendments and Reauthorization Act (SARA). Its purpose is to gather information from fixed locations storing certain types and/or amounts of hazardous materials and to facilitate planning for response to emergencies and exposure to these substances. The goal of District 1 LEPC is to implement EPCRA in Florida's western seven counties. This includes developing a response plan, providing training and exercising opportunities for first responders, and supplying information to the public about chemicals located within their community and what to do in an emergency.

This annual grant is provided through the Florida Division of Emergency Management. Under this grant, staff will continue to support the LEPC by advertising and staffing meetings, preparing and submitting meeting minutes to the State Emergency Response Commission, coordinating LEPC educational and training activities, maintaining records, and informing the Section 302 facilities on hazards analysis.

FUNDING AMOUNT: \$59,000

FUNDING SOURCE: Florida Division of Emergency Management

FUNDING PERIOD: July 1, 2016 – June 30, 2017

RECOMMENDED ACTION: Approval to authorize the WFRPC chairman to sign an agreement with Florida Division of Emergency Management to serve as staff to Local Emergency Planning Committee. Please contact Ms. Kate Daniel, WFRPC staff, at 1-800-226-8914, Extension 245 or Kate.Daniel@wfrpc.org if additional information is needed.

STATE-FUNDED SUBGRANT AGREEMENT

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.

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

(1) SCOPE OF WORK

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

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

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

(3) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties or July 1, 2016, whichever is later, and shall end June 30, 2017, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200.

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division

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

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.
3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

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

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

(6) AUDIT REQUIREMENTS

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

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

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

(d) If the Recipient is a nonstate entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

If the Recipient expends a total amount of State financial assistance equal to or more than \$500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat.; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local government entities) or

10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement shows the State financial assistance awarded by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Division, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(e), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat. is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Additional information on the Florida Single Audit Act may be found at the following website:

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

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.
2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.
3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following:

The Division of Emergency Management at the following addresses:

Division of Emergency Management

Office of Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

OR

DEMSingle_Audit@em.myflorida.com

The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Division of Emergency Management pursuant to this Agreement shall be submitted on time as required under OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Division of Emergency Management for audits done in accordance with 2 C.F.R. Part 200 or Chapters 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 in correspondence accompanying the reporting package.

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

(g) The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Division no later than nine (9) months from the end of the Recipient's fiscal year.

(7) REPORTS

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

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

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

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

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

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

(8) MONITORING

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

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

(9) LIABILITY

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

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein

shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT

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

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

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

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

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

(11) REMEDIES

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

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

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

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

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

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

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

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

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

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

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

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

(12) TERMINATION

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

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

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

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

(13) NOTICE AND CONTACT

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

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

Paul Wotherspoon
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-413-9913, Cell: 850-528-8975
Fax: 850-488-6250
Email: paul.wotherspoon@em.myflorida.com

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

Telephone: _____
Fax: _____
Email: _____

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

(14) SUBCONTRACTS

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

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

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

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

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget, Scope of Work, and Deliverables

Attachment B – Program Statutes and Regulations

Attachment C – Recordkeeping

Attachment D – Reports

Attachment D-1 – Invoice

Attachment D-2 – Quarterly Report

Attachment E – Justification of Advance Payment

Attachment F – Warranties and Representations

Attachment G – Certification Regarding Debarment

Attachment H -- Statement of Assurances

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$59,000.00, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

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

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made

in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts.” The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

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

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of “Division of Emergency Management”, and mailed directly to the following address:

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

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

(19) MANDATED CONDITIONS

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

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

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

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

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

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

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

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and
4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

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

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

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

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

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

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

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

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

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

(o) All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

(p) The Agreement may be charged only with allowable costs resulting from obligations incurred during the term of the Agreement.

(q) Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

(20) LOBBYING PROHIBITION

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

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

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

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

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

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

(21) COPYRIGHT, PATENT AND TRADEMARK

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

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

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the

discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

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

(22) LEGAL AUTHORIZATION

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

(23) ASSURANCES

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

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

RECIPIENT:

West Florida Regional Planning Council

By: _____

Name and title: _____

Date: _____

FID# _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANGEMENT

By: _____

Name and Title: _____

Date: _____

EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

NOTE: If the resources awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show total State resources awarded for matching.

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) -
\$ (amount)

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

State Project -

State awarding agency: Florida Division of Emergency Management

Catalog of State Financial Assistance title: Emergency Management Projects

Catalog of State Financial Assistance number: 31.067

\$ 59,000.00 (amount)

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

List applicable compliance requirements as follows:

1. *First applicable compliance requirement (e.g., what services/purposes resources must be used for).*
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).*
3. *Etc.*

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

NOTE: 2 C.F.R. Part 200, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

ATTACHMENT A

Scope of Work

On October 17, 1986, Congress enacted the Emergency Planning and Community Right to Know Act (EPCRA), also known as Title III of the Superfund Amendments and Reauthorization Act (SARA). EPCRA requires hazardous chemical emergency planning by Federal, State and local governments, Indian Tribes, and industry. Additionally, EPCRA requires industry to report on the storage, use and releases of certain hazardous materials.

At the Federal level, the U.S. Department of Environmental Protection Agency (EPA) administers EPCRA.

At the state level, the Florida Division of Emergency Management (DEM) serves as the lead agency responsible for oversight and coordination of the local planning efforts required by EPCRA. Created by Governors Executive Order and chaired by the Director of DEM, the State Emergency Response Commission on Hazardous Materials (SERC) serves as a technical advisor and information clearinghouse for state and federal hazardous materials programs. Additionally, the SERC conducts quarterly public meetings in varying locations throughout the state. Currently, SERC membership consists of 27 Governor-appointed individuals who represent the interests of state and local government, emergency services, industry and the environment.

At the local level, the ten Regional Planning Councils (RPCs) each oversee a Local Emergency Planning Committee (LEPC) that: (1) performs outreach functions to increase hazardous materials awareness; (2) collects data on hazardous materials stored within the geographical boundaries of the RPC; (3) develops hazardous materials emergency plans for use in responding to, and recovering from, a release or spill of hazardous or toxic substances; (4) submits hazardous materials emergency plans to the SERC for review; (5) provides the public with hazardous materials information upon request. LEPC membership consists of local professionals representing occupational categories such as firefighting, law enforcement, emergency management, health, environment, and / or transportation. This Agreement provides funding so that the Recipient, as an RPC, can maintain the staff capability necessary to perform the duties and responsibilities required by EPCRA. Payments are on a reimbursable basis and shall be made on a quarterly basis. ***The maximum payment during any quarter shall not exceed 25% of the total award in the first quarter, 50% of the award through the second quarter and 75% of the award through the third quarter. The LEPC will NOT be reimbursed for hours worked outside the reporting period.***

TASKS:

(1) PROVIDE STAFF SUPPORT TO THE LOCAL EMERGENCY PLANNING COMMITTEE

The Recipient shall:

(a) Designate at least one employee to support the quarterly LEPC meetings. The support for the LEPC meetings shall include the following: developing agendas and preparing minutes of the meetings in accordance with Section 252.90, Florida Statutes; providing timely notice to LEPC members and the general public of meeting dates and locations and other LEPC activities; publishing meeting dates in the Florida Administrative Register in accordance with Chapter 120, Florida Statutes; posting meeting agendas on the Recipient's website at least seven days prior to the meeting in accordance with Chapter 120.525, Florida Statutes; providing timely notice of meetings to local newspapers, other appropriate media, and interested parties; providing pertinent documents and materials for distribution at the meetings; attending the meetings; and, conducting presentations as requested by the Division;

(b) Serve as the mailing address for the LEPC;

(c) Maintain records concerning reporting notifications pursuant to Sections 302, 303, 304, 311 and 312 of EPCRA.

(d) Notify the Division of any changes regarding the individual designated as the primary staff contact.

(e) Utilize uniform reporting forms as established by the SERC.

(f) Within the limits of compensation as set forth in this Agreement, attend all hazardous materials training courses, workshops, and conferences conducted by the Division within the district.

(g) Conduct public presentations, on request, for interested parties in the district on the EPCRA program within the limits of compensation as set forth in this Agreement.

(h) Prepare and send materials to those individuals requesting EPCRA information pursuant to Section 324 (a) of EPCRA. Copying costs consistent with Section 252.88(4), Florida Statutes, shall be charged to the recipients of materials. Charges for public information searches shall be consistent with Rule 27P-14.010, Florida Administrative Code. Any copying charges recovered by the LEPC shall be reported to the Division in the quarterly report.

(i) In newspapers of general circulation within the Recipient's geographical boundaries, publish public availability of information notifications pursuant to Section 324(b) of EPCRA.

(j) As directed by the SERC, establish a mechanism that provides for information sharing and feedback to Section 302 facilities within the District regarding emergency planning and hazards analyses.

(k) Provide the Division with a report each quarter, due by the 30th day following the end of the quarter, to include all reimbursement request documentation (time logs, cancelled checks, travel claims, third party contracts, administrative expense, and indirect costs). Reporting quarters end September 30, 2016, December 31, 2016, March 31, 2017 and June 30, 2017.

(2) PLAN DEVELOPMENT AND EXERCISE

The Recipient shall:

(a) Prepare and update the LEPC Hazardous Materials Emergency Response Plan. The LEPC plan shall include and address each of the planning provisions outlined in Section 303(c) of EPCRA and shall consist of the following:

1. Identification of facilities, within the counties in the district that are subject to the requirements of Section 302 of EPCRA.

2. Hazards and Vulnerability Analyses of the chemicals covered under Section 302 of EPCRA consistent with Section 303 of EPCRA, and the provisions of NRT-1 and "Technical Guidance for Hazards Analysis."

3. A Risk Analysis of the chemicals covered under Section 302 of EPCRA, consistent with Section 303 of EPCRA, and with the provisions of NRT-1 and "Technical Guidance for Hazards Analysis."

4. The work product submitted by the Recipient to fulfill this plan development task is not required to include Hazards, Vulnerability and Risk Analyses appearing verbatim in the county information; however, the work product shall include a complete listing of sites for which Hazards,

Vulnerability and Risk Analyses have been performed. This listing must include, at a minimum, facility name, facility physical address and the county where the facility is located.

(b) If not performed in the previous award period, conduct an exercise involving the hazardous materials emergency plan during the award period. This exercise may be a tabletop, functional or a full-scale simulation and should test a minimum of two functional areas (e.g., communication, evacuation, resource management). The exercise shall be regional in scope to reflect an incident requiring a multi-jurisdictional or a cooperative response. The Recipient shall use the Homeland Security Exercise Evaluation Program (HSEEP) to plan, conduct and evaluate the exercise. The required exercise staffing tasks consist of the following:

1. Meet with local emergency management staff and local emergency response officials within the district to accomplish the following:

- (a) Explain the intent and scope of the exercise;
- (b) Establish a method to coordinate procedures among local emergency response officials;
- (c) Identify key personnel to be involved in the exercise which shall include county emergency management staff; and
- (d) Develop exercise goals and objectives.

2. Develop an exercise scenario which includes the following work products:

- (a) A detailed schedule of exercise events;
- (b) Exercise messages; and
- (c) Exercise control procedures and responsibilities.

3. Conduct and evaluate exercise. Following the completion of the exercise, all major participants will meet to discuss the exercise. Discussion should include the following:

- (a) Identification of areas for improvement in the regional hazardous materials emergency plan;
- (b) Discussion of the effectiveness of operational procedures; and
- (c) Recommendations for improving performance.

4. If an actual event involving hazardous materials is used to substitute for an exercise, all reports and documentation must be submitted prior to the end of the contract period to receive credit for the exercise requirement. The use of this option requires written approval from the Division prior to the end of the contract period.

5. The Recipient shall develop an after-action report for the LEPC biennial exercise containing the results of the exercise, a summary of the post-exercise meeting in c. above, and subsequent recommendations. The report should also reflect what is being done, or will be done, to address the recommendations.

6. Upon mutual consent, the exercise work tasks may be adjusted or revised for good cause. Requests for revision(s) shall be submitted in writing to the Division at least 7 business days in advance of the exercise and shall outline the justification(s) for the revision(s).

(3) TECHNICAL ASSISTANCE

The Recipient shall:

(a) Assist in county hazards analysis development within the LEPC district by providing technical assistance when requested in the development of chemical identity, vulnerability, risk and hazards analyses of the chemicals covered under Section 302 of EPCRA.

(b) Distribute SERC-developed hazardous materials training course information and assist the Division in scheduling and conducting hazardous materials workshops and training.

(4) TRAINING COORDINATION / PLANNING

The Recipient may:

(a) Utilize funding from this agreement in conjunction with planning and coordinating HMEP training

(b) Utilize funding from this agreement in conjunction with planning and coordinating Transportation and Community Awareness and Emergency Response (TRANSCAER)

ATTACHMENT A

Deliverables

Deliverable	Deliverables	Minimum Performance	Price
31-Oct-16	Quarterly, Maintain the staff capability necessary to perform the duties and responsibilities required by EPCRA identified in the Scope of Work	Required Quarterly - submit a quarterly report to the Division (Attachment D) identifying tasks performed and associated staff hours during the period. Required: Tasks 1a, b, c, d, e, f, j and k	Reimbursement based upon supporting documentation to include, but not limited to, time logs, cancelled checks, bank debits. Copy fees recovered from the public requests shall be reported and offset reimbursement requests to the State. Maximum request for all tasks during first quarter is 25% of the contract award, second quarter is 50% of the contract award, third quarter is 75% of the award. LEPC reports (Attachments D and D-1) must be submitted with appropriate documentation for reimbursement.
31-Oct-16	Quarterly, Maintain the staff capability necessary to perform the duties and responsibilities required by EPCRA identified in the Scope of Work	As Necessary Quarterly - submit a quarterly report to the Division (Attachment D) identifying tasks performed and associated staff hours during the period. Tasks 1g when public presentation performed; 1h when information is requested by the public; 1i when information has been posted regarding public information availability; Tasks 2a not required in any one quarter, but must be updated by the final quarter; 2b if LEPC had not performed and exercise in the previous award period; Tasks 3a and b assist counties when requested	Reimbursement based upon supporting documentation to include, but not limited to, time logs, cancelled checks, bank debits. Copy fees recovered from the public requests shall be reported and offset reimbursement requests to the State. Maximum request for all tasks during first quarter is 25% of the contract award, second quarter is 50% of the contract award, third quarter is 75% of the award. LEPC reports (Attachments D and D-1) must be submitted with appropriate documentation for reimbursement.
31-Jan-17	Quarterly, Maintain the staff capability necessary to perform the duties and responsibilities required by EPCRA identified in the Scope of Work	Required Quarterly - submit a quarterly report to the Division (Attachment D) identifying tasks performed and associated staff hours during the period. Required: Tasks 1a, b, c, d, e, f, j and k	Reimbursement based upon supporting documentation to include, but not limited to, time logs, cancelled checks, bank debits. Copy fees recovered from the public requests shall be reported and offset reimbursement requests to the State. Maximum request for all tasks during first quarter is 25% of the contract award, second quarter is 50% of the contract award, third quarter is 75% of the award. LEPC reports (Attachments D and D-1) must be submitted with appropriate documentation for reimbursement.

Deliverable	Deliverables	Minimum Performance	Price
31-Jan-17	Quarterly, Maintain the staff capability necessary to perform the duties and responsibilities required by EPCRA identified in the Scope of Work	As Necessary Quarterly - submit a quarterly report to the Division (Attachment D) identifying tasks performed and associated staff hours during the period. Tasks 1g when public presentation performed; 1h when information is requested by the public; 1i when information has been posted regarding public information availability; Tasks 2a not required in any one quarter, but must be updated by the final quarter; 2b if LEPC had not performed and exercise in the previous award period; Tasks 3a and b assist counties when requested	Reimbursement based upon supporting documentation to include, but not limited to, time logs, cancelled checks, bank debits. Copy fees recovered from the public requests shall be reported and offset reimbursement requests to the State. Maximum request for all tasks during first quarter is 25% of the contract award, second quarter is 50% of the contract award, third quarter is 75% of the award. LEPC reports (Attachments D and D-1) must be submitted with appropriate documentation for reimbursement.
28-Apr-17	Quarterly, Maintain the staff capability necessary to perform the duties and responsibilities required by EPCRA identified in the Scope of Work	Required Quarterly - submit a quarterly report to the Division (Attachment D) identifying tasks performed and associated staff hours during the period. Required: Tasks 1a, b, c, d, e, f, j and k	Reimbursement based upon supporting documentation to include, but not limited to, time logs, cancelled checks, bank debits. Copy fees recovered from the public requests shall be reported and offset reimbursement requests to the State. Maximum request for all tasks during first quarter is 25% of the contract award, second quarter is 50% of the contract award, third quarter is 75% of the award. LEPC
28-Apr-17	Quarterly, Maintain the staff capability necessary to perform the duties and responsibilities required by EPCRA identified in the Scope of Work	As Necessary Quarterly - submit a quarterly report to the Division (Attachment D) identifying tasks performed and associated staff hours during the period. Tasks 1g when public presentation performed; 1h when information is requested by the public; 1i when information has been posted regarding public information availability; Tasks 2a not required in any one quarter, but must be updated by the final quarter; 2b if LEPC had not performed and exercise in the previous award period; Tasks 3a and b assist counties when requested	Reimbursement based upon supporting documentation to include, but not limited to, time logs, cancelled checks, bank debits. Copy fees recovered from the public requests shall be reported and offset reimbursement requests to the State. Maximum request for all tasks during first quarter is 25% of the contract award, second quarter is 50% of the contract award, third quarter is 75% of the award. LEPC reports (Attachments D and D-1) must be submitted with appropriate documentation for reimbursement.

31-Jul-17	<p>Quarterly, Maintain the staff capability necessary to perform the duties and responsibilities required by EPCRA identified in the Scope of Work</p>	<p>Required Quarterly - submit a quarterly report to the Division (Attachment D) identifying tasks performed and associated staff hours during the period. Required: Tasks 1a, b, c, d, e, f, j and k</p>	<p>Reimbursement based upon supporting documentation to include, but not limited to, time logs, cancelled checks, bank debits. Copy fees recovered from the public requests shall be reported and offset reimbursement requests to the State. Maximum request for all tasks during first quarter is 25% of the contract award, second quarter is 50% of the contract award, third quarter is 75% of the award. LEPC reports (Attachments D and D-1) must be submitted with appropriate documentation for reimbursement.</p>
-----------	--	---	---

ATTACHMENT A

2016-2017 ESTIMATED BUDGET

West Florida Regional Planning Council

- | | |
|--------------------------|----------|
| 1. Salaries/Benefits | \$ _____ |
| 2. Indirect Costs | \$ _____ |
| 3. Travel | \$ _____ |
| 4. Printing/Reproduction | \$ _____ |
| 5. Supplies | \$ _____ |
| 6. Other** | \$ _____ |

**Include description: _____

TOTAL COST \$ _____

Attachment B

Program Statutes and Regulations

Applicable statutes guiding the program; 42 USC Chapter 116 (Emergency Planning and Community Right to Know), subchapter 1 (Emergency Planning and Notification), sections 11001 to 11005 and 11021-11023.

Title XVII (Military Affairs and Related Matters, Chapter 252 (Emergency Management) Part II (Florida Emergency Planning and Community Right to Know Act)

Both statutes attached

Attachment C
Recordkeeping

All records relating to the tasks performed under this contract, including meeting minutes, agendas, financial, public records requests, sub-contracts and presentation materials, must be maintained for a period of 5 years.

Attachment D
Reports

1. Quarterly reports are to be submitted to the Division within 30 days following the closing of the quarter. Quarter 1 report due October 31, 2016; Quarter 2 report due January 31, 2017; Quarter 3 report due April 28, 2017; and Quarter 4 report due July 31, 2017. A 1% penalty will be imposed for reports received after the due date unless a written request for extension was received by the Division 5 business days in advance of the due date.

ATTACHMENT D-1
LOCAL EMERGENCY PLANNING COMMITTEE STAFF SUPPORT
INVOICE FOR EXPENDITURES

AGREEMENT #: 17-CP-11-13-00-21-

PERIOD OF PERFORMANCE: _____

Recipient: West Florida Regional Planning Council FEID#: _____ DUNS# _____

OBJECT COST CLASSIFICATIONS	TOTALS FOR THIS PERIOD
1. Salaries/Benefits	\$ _____
2. Indirect Costs	\$ _____
3. Travel	\$ _____
4. Printing/Reproduction	\$ _____
5. Supplies	\$ _____
6. Other**	\$ _____
**Include description: _____	
TOTAL COST	\$ _____

**** SUPPORTING DOCUMENTATION IS REQUIRED**

I hereby certify that all expenses listed above have been paid.

 Name/Signature

 Title

 Date

TOTAL AMOUNT TO BE PAID ON THIS INVOICE. \$ _____ (To be completed by DEM)

The Recipient certifies that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts.

THE SECTION BELOW IS TO BE COMPLETED BY DEM ON FINAL EXPENDITURE REPORT

TOTAL AWARD..... \$ _____

TOTAL EXPENDITURES..... \$ _____

UNEXPENDED FUNDS..... \$ _____

Attachment D-2

LOCAL EMERGENCY PLANNING COMMITTEE (LEPC)

Quarterly Report for the quarter ending:

Select Quarter

Select LEPC

Task(s) Performed

Number of Hours

Select Task

Total Hours:

0

Comments:

Name:

Signature:

Date:

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

<input type="checkbox"/> ADVANCE REQUESTED Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

Attachment F
Warranties and Representations

Financial Management

Recipient's financial management system must 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. Recipient 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 Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

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

Codes of Conduct.

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

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 AM to 5:00 PM on normal business days.

Licensing and Permitting

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

Attachment G

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

Subcontractor Covered Transactions

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

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

SUBCONTRACTOR:

West Florida Regional Planning Council

By: _____
Signature

Recipient's Name

Name and Title

DEM Contract Number

Street Address

Project Number

City, State, Zip

Date

Attachment H
Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501,et. seq.)
2. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
3. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
4. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
7. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
8. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
9. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

6

7



Agenda Item Number: 7

Meeting date: April 18, 2016

SUBJECT: Nomination and Election of Treasurer and Secretary

BACKGROUND: The newly adopted Rules of the West Florida Regional Planning Council (*pending approval of Agenda Item Number 6*) state that officers will include a chairman, vice chairman, treasurer and secretary.

At this time nominations and elections need to be held for the offices of the treasurer and the secretary. The board membership roster is attached.

RECOMMENDED ACTION: A motion to elect a treasurer and secretary to serve until the October 2016 meeting date. Please contact Mr. Austin Mount, Executive Director, at 1-800-226-8914, Extension 201 or Austin.mount@wfrpc.org if additional information is needed.



WFRPC Membership

THOMAS W ABBOTT MAYOR CHAIR
CITY OF CALLAWAY
6601 E HIGHWAY 22
CALLAWAY FL 32404

Contact email: mayorabbott@cityofcallaway.com
Contact Phone: (850) 871-6000

JOSEPH ASHBROOK COMMISSIONER
CITY OF LYNN HAVEN
825 OHIO AVENUE
LYNN HAVEN FL 32444

Contact email: comm_ashbrook@cityoflynnhaven.com
Contact Phone: (850) 265-2121
Work Phone: (850) 265-4141
Contact FAX: (850) 265-8931

VIRGIE BOWEN
FL DEPT OF TRANSPORTATION
P O BOX 607
CHIPLEY FL 32428-0607

Contact email: virgie.bowen@dot.state.fl.us
Contact Phone: (850) 330-1530

NATHAN BOYLES
OKALOOSA BOARD OF COUNTY COMMISSIONERS
1250 N EGLIN PARKWAY SUITE 100
SHALIMAR FL 32579

Contact email: nboyles@co.okaloosa.fl.us
Contact Phone: (850) 689-5030
Work Phone: (850) 689-5030

DAVID CADLE MAYOR
CITY OF CRESTVIEW
P O BOX 1209
CRESTVIEW FL 32536

Contact email: davidcadle@cityofcrestview.org
Contact Phone: (850) 682-3812
Contact FAX: (850) 689-4336
Work Phone: (850) 682-3812

CHARLES CARLAN
3420 OAKMONT DRIVE
PENSACOLA FL 32503

Contact email: charles.carlan@carlanconsulting.com
Contact Phone: (850) 380-6303
Contact FAX: (850) 437-3191

MAC CARPENTER
WALTON COUNTY
31 COASTAL CENTRE BLVD
SANTA ROSA BEACH FL 32459

Contact email: maccarpenter@defuniaksprings.net
Contact Phone: (850) 267-1955

LAWRENCE CLOUD MAYOR
CITY OF BONIFAY
301 NORTH 'J' ETHERIDGE STREET
BONIFAY FL 32425

Contact email: cityofbonifay.jeri@embarqmail.com
Contact Phone: (850) 547-4238
Contact FAX: (850) 547-9014

ROBERT COLE COMMISSIONER
SANTA ROSA BOARD OF COUNTY COMMISSIONERS
6495 CAROLINE STREET STE M
MILTON FL 32570 4592

Contact email: comm-cole@santarosa.fl.gov
Contact Phone: (850) 983-1877
Contact FAX: (850) 983-1856

KASEY CUCHENS COUNCILWOMAN
CITY OF FREEPORT
PO BOX 339
FREEPORT FL 32439

Contact email: kcuchens@freeportflorida.gov
Contact Phone: (850) 835-2424



WFRPC Membership

BRETT CYPHERS EXECUTIVE DIRECTOR
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
81 WATER MANAGEMENT DRIVE
HAVANNA FL 32333 4712

Contact email: brett.cyphers@nwfwmd.state.fl.us
Contact Phone: (850) 539-5999

MATT DANNHEISSER MAYOR
CITY OF GULF BREEZE
504 NORTH BAYLEN STREET
PENSACOLA FL 32501

Contact email: mayor@gulfbreezefl.gov
Work Phone: (850) 934-5115
Contact Phone: (850) 434-7272

WILLIAM T DOZIER COMMISSIONER
BAY BOARD OF COUNTY COMMISSIONERS
840 W. 11TH STREET
PANAMA CITY FL 32401

Contact email: wdozier@baycountyfl.gov
Contact Phone: (850) 248-8142
Work Phone: (850) 248-8142

RONALD FARRINGTON MAYOR
TOWN OF PONCE DE LEON
1580 HIGHWAY 90
PONCE DE LEON FL 32455

Contact email: townpdl@gmail.com
Work Phone: (850) 836-4361
Work FAX: (850) 836-4843

JIM FOREMAN COUNCIL MEMBER
CITY OF DESTIN
4200 INDIAN BAYOU TRAIL
DESTIN FL 32541

Contact email: jforeman@cityofdestin.com
Contact Phone: (850) 837-7505

LYNN GOTHARD COMMISSIONER
WASHINGTON BOARD OF COUNTY COMMISSIONERS
1331 SOUTH BOULEVARD
CHIPLEY FL 32428

Contact email: district5@washingtonfl.com
Contact Phone: (850) 703-7534
Work Phone: (850) 638-6200
Contact FAX: (850) 638-6106

SHAWN HAMILTON DISTRICT DIRECTOR
FL DEPT OF ENVIRONMENTAL PROTECTION
160 GOVERNMENTAL CENTER STE 308
PENSACOLA FL 32501 5794

Contact email: shawn.hamilton@dep.state.fl.us
Contact Phone: (850) 595-0700

MARY ELLEN JOHNSON COUNCIL MEMBER
CITY OF MILTON
P.O. BOX 909
MILTON FL 32572

Contact email: johnsonmejohnson@aol.com
Contact Phone: (850) 983-5400

CECILIA JONES COMMISSIONER
WALTON BOARD OF COUNTY COMMISSIONERS
552 WALTON ROAD
DEFUNIAK SPRINGS FL 32433

Contact email: joncecilia@co.walton.fl.us
Contact Phone: (850) 834-6328
Contact FAX: (850) 834-6385

LEE DELL KENNEDY MAYOR
CITY OF CHIPLEY
1442 JACKSON AVENUE
CHIPLEY FL 32428

Contact email: cityhall@cityofchipley.com
Contact Phone: (850) 638-6350



WFRPC Membership

MG MORAN COUNCIL MEMBER
CITY OF FT WALTON BEACH
107 MIRACLE STRIP PKWY SW
FT WALTON BEACH FL 32548

Contact email: mmoran@fwb.org
Contact Phone: (850) 314-7933

MIKE NELSON COMMISSIONER
BAY BOARD OF COUNTY COMMISSIONERS
840 W. 11TH STREET
PANAMA CITY FL 32401

Contact email: mnelson@baycountyfl.gov
Contact Phone: (850) 248-8142

GAYLE F OBERST MAYOR
CITY OF PANAMA CITY BEACH
110 SOUTH ARNOLD ROAD
PANAMA CITY BEACH FL 32413-2199

Contact email: goberst@pcb.gov.com
Contact FAX: (850) 233-5108
Contact Phone: (850) 233-5100 Ext: 2230

SYDNEY JOEL PATE
12 COPE ROAD
CHIPLEY FL 32428

Contact email: sjoelpate@att.net
Work Phone: (850) 638-6200
Contact Phone: (850) 638-6200
Contact FAX: (850) 638-6106

KURVIN QUALLS MAYOR VICE CHAIR
TOWN OF JAY
P O BOX 66
JAY FL 32565

Contact email: mayorqualls@bellsouth.net
Contact Phone: (850) 791-5460

BILLY RADER COMMISSIONER
CITY OF PANAMA CITY
P O BOX 1880
PANAMA CITY FL 32402

Contact email: brader@pcgov.org
Contact Phone: (850) 872-3002
Contact FAX: (850) 747-5964

WILSON B ROBERTSON COMMISSIONER
ESCAMBIA BOARD OF COUNTY COMMISSIONERS
PO BOX 1591
PENSACOLA FL 32591 1591

Contact email: wilson_robertson@co.escambia.fl.us
Contact Phone: (850) 595-4910
Contact FAX: (850) 595-0478

J D SMITH
56 PORT ROYAL WAY
PENSACOLA FL 32502

Contact email: j.d.smith@navy.mil
Work Phone: (850) 452-9483
Contact Phone: (850) 452-9483
Contact FAX: (850) 452-4954

VICTOR STARLING MAYOR
CITY OF VERNON
2808 YELLOW JACKET DRIVE
VERNON FL 32462

Contact email: clerk@vernonfl.com
Contact Phone: (850) 535-2444
Contact FAX: (850) 535-4286

HAYWARD THOMAS MAYOR
CITY OF PAXTON
P O BOX 5200
PAXTON FL 32538-5200 -5200

Contact email: hthomas@paxtonfl.gov
Contact Phone: (850) 834-2489



WFRPC Membership

DOUG UNDERHILL COMMISSIONER
ESCAMBIA COUNTY BOARD OF COUNTY
COMMISSIONERS
PO BOX 1591
PENSACOLA FL 32591 1591

Contact email: district2@myescambia.com
Contact Phone: (850) 595-4920

DAVID WHITAKER COMMISSIONER
HOLMES BOARD OF COUNTY COMMISSIONERS
107 E VIRGINIA AVE
BONIFAY FL 32425

Contact email: sherry@holmescountyfl.org
Contact Phone: (850) 547-1119

ROB WILLIAMSON COMMISSIONER
SANTA ROSA BOARD OF COUNTY COMMISSIONERS
8543 NAVARRE PARKWAY
NAVARRE FL 32566

Contact email: RobWilliamson@santarosa.fl.gov
Contact Phone: (850) 983-1877
Contact FAX: (850) 983-1856

CHARLES K WINDES JR
OKALOOSA COUNTY BOARD OF COMMISSIONERS
1250 N EGLIN PARKWAY SUITE 100
SHALIMAR FL 32579

Contact email: kwindes@co.okaloosa.fl.us
Contact Phone: (850) 803-2320
Contact FAX: (850) 837-2212

8



Agenda Item Number: 8

Meeting date: April 18, 2016

SUBJECT: Unified Planning Work Programs (UPWPs) for Florida-Alabama, Okaloosa-Walton, and Bay County Transportation Planning Organizations (TPOs)

BACKGROUND: The UPWP is a required product of the TPOs, which describes the planning work tasks and budget for the TPO fiscal year. As defined in the Code of Federal Regulations (CFR), the UPWP is "a statement of work identifying the planning priorities and activities to be carried out within the metropolitan planning area." At a minimum, a UPWP includes a description of the planning work and resulting products, who will perform the work, and the source(s) of funds, 23 C.F.R. 450.104. The TPO adopts a new UPWP every other year and this is a beginning year (Fiscal Year 2017 – 2018).

This year the Florida Department of Transportation revised the format for the UPWP in an effort to meet requirements from the State Department of Financial Services. They also have tried to make the document streamlined and easier to understand.

The UPWP will be presented to the TPOs in the month of April and can be found at the following links:

[Florida-Alabama TPO DRAFT FY 2017-2018 Unified Planning Work Program \(UPWP\)](#)

[Okaloosa-Walton TPO DRAFT FY 2017-2018 Unified Planning Work Program \(UPWP\)](#)

[Bay County TPO DRAFT FY 2017-2018 Unified Planning Work Program \(UPWP\)](#)

STUDY AREA: The area for these budgets covers the urbanized areas of the three TPOs to include Escambia, Santa Rosa, Okaloosa, Walton and Bay County as well as portions of Baldwin County, Alabama.

FUNDING AMOUNT: For Fiscal Year 2017:

Florida-Alabama	\$ 1,042,891
Okaloosa-Walton	\$ 944,000
Bay County	\$ 609,500
	\$ 2,496,391



RECOMMENDED ACTION: This is an information item. Mary Beth Washnock, Transportation Planning Manager will provide this presentation. Ms. Washnock can be reached at 850-332-7976 ext. 228 or marybeth.washnock@wfrpc.org.