

**SUB-RECIPIENT AGREEMENT CHECKLIST**  
**DIVISION OF EMERGENCY MANAGEMENT**  
**MITIGATION BUREAU**

<b>REQUEST FOR REVIEW AND APPROVAL</b>	
<b>SUB-RECIPIENT:</b>	Clay County BOCC
<b>PROJECT #:</b>	FMA-PJ-04-FL-2018-006
<b>PROJECT TITLE:</b>	Clay County Elevation #1
<b>CONTRACT #:</b>	B0071
<b>MODIFICATION #:</b>	3

<b>SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)</b>	
	John Ward Director P.O. Box 1366 Green Cove Springs, FL 32043

Enclosed is your copy of the proposed contract/modification between **Clay County BOCC** and the Florida Division of Emergency Management (FDEM).

	<b>COMPLETE</b>
<input type="checkbox"/>	This form is required to be included with all Reviews, Approvals, and Submittal
<input type="checkbox"/>	Signed electronic copy
<input type="checkbox"/>	Reviewed and Approved
<input type="checkbox"/>	Signed and Dated by Official Representative
<input type="checkbox"/>	<b>Copy of the organization's resolution or charter</b> that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
<input type="checkbox"/>	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated
	<input checked="" type="checkbox"/> N/A for Modifications or State Funded Agreements
<input type="checkbox"/>	Attachment K – Certification Regarding Lobbying - completed, signed, and dated
	<input checked="" type="checkbox"/> N/A for Modifications or State Funded Agreements
<input type="checkbox"/>	Electronic Submittal to the Grant Specialist Eva Colona on

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 815-4525 or email me at [David.McCune@em.myflorida.com](mailto:David.McCune@em.myflorida.com).

Contract Number: B0071  
Project Number: FMA-PJ-04-FL-2018-006

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN  
THE DIVISION OF EMERGENCY MANAGEMENT AND  
CLAY COUNTY BOCC**

This Modification Number Three made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Clay County BOCC ("the Sub-Recipient") to modify Contract Number B0071, dated, June 1, 2020 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Flood Mitigation Assistance Grant Program of \$149,361.98, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient desire to modify the Agreement; and

WHEREAS, the Agreement expired on January 31, 2023; and

WHEREAS, the Division and the Sub-Recipient desire to reinstate and extend the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby reinstated and extended as though it had never expired.
2. Paragraph 8 of the Agreement is hereby amended to read as follows:  
**(8) PERIOD OF AGREEMENT**  
This Agreement shall begin June 1, 2020, and shall end January 31, 2024, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.
3. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 3<sup>rd</sup> Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
4. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
5. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.
6. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

**SUB-RECIPIENT: CLAY COUNTY BOCC**

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

Name and Title: Betsy Condon, Chairman

Date: \_\_\_\_\_

ATTEST:

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

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

Name and Title: Kevin Guthrie, Director

Date: \_\_\_\_\_

\_\_\_\_\_  
Tara S. Green  
Clay County Clerk of Court and Comptroller  
Ex Officio Clerk to the Board

Attachment A

**Scope of Work and Budget**  
**3rd Revision**

Homeowner: Stephen M. Williams  
Property Address: 4055 Lazy Acres Road, Middleburg, Florida 32068

**STATEMENT OF PURPOSE**

The purpose of this Scope of Work (SOW) is to elevate one property located at 4055 Lazy Acres Road, Middleburg, Florida. The project is funded through the Flood Mitigation Assistance Grant Program (FMA) **FMA-PJ-04-FL-2018-006** as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the elevation of the above referenced properties to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, Clay County, agrees to administer and complete the project per the application submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

**PROJECT OVERVIEW:**

As a Flood Mitigation Assistance (FMA) project, the Sub-Recipient, Clay County, proposes to elevate the residential structure located at 4055 Lazy Acres Road, Middleburg, Florida 32068. (30.078110, - 81.870856)

This project proposes to retrofit the residential structure by elevating one (1) foot of freeboard above the Base Flood Elevation or the highest known flood level, whichever is higher. Prior to initiating the elevation of the home, a structural engineer shall verify that the home is structurally sound and can withstand elevation. The proposed mitigation project shall involve excavation and elevation of structure, forming and pouring new slab under structure after foundation is complete.

Any enclosed area below the BFE will have a minimum of two hydrostatic openings to allow for automatic entry/exit of floodwaters. The electrical and mechanical equipment outside the structure will also be elevated to one (1) foot above the BFE in accordance with ASCE-24 guidelines.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

**TASKS & DELIVERABLES:**

**A) Tasks**

1) The Sub-Recipient shall allow the Homeowner to select a qualified and licensed Florida contractor to complete the scope of work as approved by the Division and FEMA.

The Homeowner shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Homeowner and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects and will provide an executed "Debarment, suspension, Ineligibility, Voluntary Exclusion Form" for each contractor or subcontractor performing services under this Agreement.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

2) The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Local Building Official Building Permit.
- b) A copy of the Certificate of Occupancy or copy of the Local Building Official Inspection Report and Final Approval, as applicable.
- c) A copy of Elevation Certificate before mitigation, if available.
- d) A Copy of the Final Elevation Certificate (FEMA Form 81-31), after mitigation – ensuring the structure has been elevated to the proper elevation.
- e) All Product Specifications / Data Sheets(s) (technical standards) satisfying protect requirements on all products utilized.
- f) Signed notices from the affected property owner in the SFHA that the Sub-Recipient will record a Deed Notice applicable to their property, as described in section (g), below, and that they will maintain flood insurance.
- g) Verification that the property located within a SFHA is covered by an NFIP flood insurance policy to the amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less.
- h) Confirmation that the Sub-Recipient (or property owner) has legally recorded with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

*"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property, pursuant to 42 U.S.C. §5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this*

*property in the event of a flood disaster. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR 60.3 and City/County Ordinances."*

i) Letter verifying compliance with the National Historic Preservation Act, to include if archaeological materials or human remains were encountered during project activities, if so, how they were handled.

j) Copies of any permits that were required prior initiating work. If no permits were required provide a letter from the local floodplain administrator stating that the project did not require any permits.

k) Letter verifying that unusable equipment, debris, and material were disposed of in an approved manner and location. If any significant items (or evidence thereof) were discovered during implementation of the project, and that the Sub-Recipient handled, managed, and disposed of petroleum products, hazardous materials and toxic waste in accordance with the requirements and to the satisfaction of the governing local, state, and federal agencies.

l) Letter verifying if any asbestos containing material, lead-based paint, or other toxic materials were found during remediation or repair activities, and that the Sub-Recipient complied with all federal, state, and local abatement and disposal requirements. Notice of Demolition or Asbestos Renovation forms and confirmation that any ACM were taken to an authorized landfill for such materials shall be provided if applicable.

m) Letter verifying that construction vehicles and equipment used for this project were maintained in good working order to minimize pollutant emissions. The letter shall also include that the contractor implemented measures to prevent spillage or runoff of chemicals, fuels, oils, or sewer-related waste during project work.

n) Proof of compliance with Project Requirements and Conditions contained herein.

3) During the course of this Agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request, attesting to the percentage of work completed, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation, which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

**Construction Expenses:** The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

**Project Management Expenses:** The Sub-Recipient shall pre-audit 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 shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information.

Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application and plans.

The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services; and
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

## **B. Deliverables**

Mitigation activities consist of retrofitting by elevating the residential structure located at 4055 Lazy Acres Road, Middleburg, Florida 32068 one (1) foot above the Base Flood Elevation or the highest known flood level, whichever is higher.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

## **PROJECT CONDITIONS AND REQUIREMENTS:**

### **C. Engineering**

- 1) Upon completion of the project, the Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and a copy of the Certificate of Occupancy or any local official Inspection Report and/or Final approval, as applicable.
- 3) The Sub-Recipient shall provide a copy of the Elevation Certificate prepared before mitigation, if available.
- 4) The Sub-Recipient shall submit a copy of Elevation Certificate prepared after mitigation, showing the Base Flood Elevation and the elevation of all components.
- 5) The Sub-Recipient shall submit all Product Specifications/Data Sheet(s) (technical standards)



satisfying protect requirements on all products utilized.

6) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances.

7) The Sub-Recipient shall submit to the Division an official letter, certified by an engineer, floodplain manager, or senior local official that the completed structure elevation complies with local ordinances and NFIP regulations, including all applicable NFIP Technical Bulletins.

8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

#### **D. Environmental**

1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.

Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.

2) The Sub-Recipient shall monitor ground-disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Sub-Recipient will ensure that archaeological discoveries re secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850-245-6333), and the Division's State Environmental Officer within 24 hours of the discovery. Project activities shall not resume without verbal and/or written authorization from the SHPO, the Division, and FEMA.

In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

3) The Sub-recipient must coordinate with the local floodplain administrator and obtain required permits from the appropriate agencies prior to initiating work. All coordination pertaining to these activities and Sub-recipient compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.

4) Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, application shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state, and federal agencies. Verification of compliance is required at project closeout.

5) If any asbestos containing material, lead-based paint, and/or other toxic materials are found during construction activities, the Sub-Recipient must comply with all federal, state and local abatement and



disposal requirements. Upon closeout, the Sub-Recipient must provide Notice of Demolition or Asbestos Renovation forms and confirmation that any asbestos containing materials were taken to an authorized landfill for such materials.

6) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions. The contractor shall implement measures to prevent spillage or runoff of chemicals, fuels, oils, or sewer-related waste during project work.

#### **E. Programmatic**

1) The Sub-Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

2) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [2 CFR §200.308], from the Division and FEMA.

3) Any extension of the Period of Performance shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

4) The Sub-Recipient must avoid duplication of benefits between the FMAP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

#### **FINANCIAL CONSEQUENCES:**

If the Sub-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:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

#### **BUDGET:**

##### **Funding Summary**

Federal Share:	\$149,361.98	(90%)
Local Share:	\$16,595.77	(10%)
<b>Total Project Cost</b>	<b>\$165,957.75</b>	<b>(100%)</b>

**Line Item Budget\***

	<u>Project Cost</u>	<u>Federal Share</u>	<u>Local Share</u>
Engineering Drawings and Permits	\$4,500.00	\$4,050.00	\$450.00
Permits	\$500.00	\$450.00	\$50.00
Construction/Elevation	\$129,290.00	\$116,361.00	\$12,929.00
Demolition of Old Foundation	\$5,400.00	\$4,860.00	\$540.00
Plumbing Reconnect	\$8,800.00	\$7,920.00	\$880.00
Electrical Reconnect	\$4,980.00	\$4,482.00	\$498.00
HVAC Relocation	\$550.00	\$495.00	\$55.00
Post Elevation Certificate	\$500.00	\$450.00	\$50.00
Survey	\$585.00	\$526.50	\$58.50
Tree Removal	\$2,400.00	\$2,160.00	\$240.00
Stump Removal	\$550.00	\$495.00	\$55.00
Elevation Project Management	\$7,902.75	\$7,112.48	\$790.27
<b>Total:</b>	<b>\$165,957.75</b>	<b>\$149,361.98</b>	<b>\$16,595.77</b>

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

**SCHEDULE OF WORK:**

State/Homeowner Contracts	3 Months
Bid Contractor Services	4 Months
Engineering	5 Months
Permitting &	
Construction/Elevation	11 Months
State Final Inspection/Closeout	4 Months
<b>Total:</b>	<b>27 Months</b>

This is FEMA project number FMA-PJ-04-FL-2018-006, Clay County Elevation #1.

The Period of Performance (POP) for this project shall end on **January 31, 2024**.