



STATE OF FLORIDA

# DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis  
Governor

Kevin Guthrie  
Director

July 27, 2022

Mr. Sean Lanier  
Water Resource Director  
1805 NE 30<sup>th</sup> Ave., Bldg. 600  
Ocala, Florida 34470

**Re: Project #4337-424-R, City of Ocala**

Dear Mr. Lanier:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract modification number two (#2) (Contract #H0576) between City of Ocala and the Division of Emergency Management.

Please email all Requests for Reimbursement (Attachment D) to the project manager at [Rashida.Francis@em.myflorida.com](mailto:Rashida.Francis@em.myflorida.com). The Project Manager for this contract is:

Rashida Francis, Project Manager  
Florida Division of Emergency Management  
2555 Shumard Oak Blvd,  
Tallahassee, Florida 32399

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Rashida Francis at (850) 290-2893.

Respectfully,

Laura Dhuwe

Digitally signed by Laura Dhuwe  
DN: cn=Laura Dhuwe, o=DEM,  
ou=Mitigation,  
email=Laura.Dhuwe@em.myflorida.com,  
c=US  
Date: 2022.07.27 16:05:29 -04'00'

Laura Dhuwe  
Bureau Chief, Mitigation  
State Hazard Mitigation Officer

Enclosure

Contract Number: H0576  
Project Number: 4337-424-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN  
THE DIVISION OF EMERGENCY MANAGEMENT AND  
CITY OF OCALA**

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This Modification Number Two is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and City of Ocala ("the Sub-Recipient") to modify Contract Number H0576, dated April 6, 2021 ("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 Hazard Mitigation Grant Program of \$1,417,323.07 in Federal funds; and

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

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

1. The Scope of Work, Attachment A to the Agreement, is hereby modified as set forth in 2<sup>nd</sup> Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
2. 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.
3. 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.
4. 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: CITY OF OCALA**

By: *Peter A. Lee*

Name and Title: Peter Lee, Interim City Manager

Date: 07 / 06 / 2022

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

By: Laura Dhuwe Digitally signed by Laura Dhuwe  
DN: cn=Laura Dhuwe, o=DEM, ou=Mitigation,  
email=Laura.Dhuwe@em.myflorida.com, c=US  
Date: 2022.07.27 16:05:08 -0400

Name and Title: Kevin Guthrie, Director

Date: 27-JUL-2022

Approved as to form and legality:

*Robert W. Batsel, Jr.*  
Robert W. Batsel, Jr.  
City Attorney

**Attachment A**  
**(2<sup>nd</sup> Revision)**  
**Budget and Scope of Work**

**STATEMENT OF PURPOSE:**

The purpose of this Scope of Work is to provide protection to the existing sewer system by purchasing and installing generators at twenty (20) lift stations and upgrading manhole covers in the City of Ocala, Marion County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-424-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency generator system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, City of Ocala, agrees to administer and complete the project per scope of work as 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 Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient proposes improvements to the existing sewer system by providing backup power to twenty (20) lift stations (LS) and by improving existing manholes to protect the system from infiltration. The lift stations and manholes are located within the City of Ocala, Marion County, Florida, zip codes 34470, 34471, 34472, 34473, 34474, 34475, 34480, and 34482.

The proposal is to purchase and install twenty (20) permanent generators 20-80 kW, one at each location at: one (1) 20-kW at LS #85, five (5) 30-kW at LS #68, #123, #125, #126, and #129, three (3) 56-kW at LS #11, #26, and #80, two (2) 60-kW at LS #31, #94, and nine (9) 80-kW at LS #8, #35, #57, #63, #81, #97, #98, #127, and #134, or the adequate size determined by the vendor and/or an electrical engineer during the bid process. Also included is to purchase and install automatic transfer switches, as well as other necessary electrical components to appropriately support each of these critical facilities. The project also consists of upgrading existing sewer manhole covers that allow storm water infiltration into the sewer system with new covers and seals that prevent it. Once completed, the project shall allow the sewer system to continue functioning during and after a storm event.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Project Locations provided:

ID#	Lift Station Name	Location	kW	Coordinates
1)	#85	NW 34 Place, Ocala, FL 34475	20	29.220895, -82.143018
2)	#68	1009 NE 28th Avenue, Ocala, FL 34470	30	29.197915, -82.099019

3)	#123	4890 SW College Road, Ocala, FL 34474	30	29.133904, -82.201109
4)	#125	5700 SW 42nd Place, Ocala, FL 34474	30	29.146286, -82.214507
5)	#126	4544 SW 52nd Circle, Ocala, FL 34474	30	29.143000, -82.210800
6)	#129	2220 SE 40th Street Road, Ocala, FL 34480	30	29.145758, -82.107526
7)	#11	628 NE 27th Avenue, Ocala, FL 34470	56	29.193046, -82.100329
8)	#26	SW 16th Street, Ocala, FL 34474	56	29.170279, -82.205661
9)	#80	4755 SW 46th Court, Ocala, FL 34474	56	29.139302, -82.196803
10)	#31	2012 Co Road 200A, Ocala, FL 34470	60	29.208376, -82.134087
11)	#94	1907 NW 16th Street, Ocala, FL 34475	60	29.202704, -82.157242
12)	#8	690 SW 2nd Street, Ocala, FL 34471	80	29.184702, -82.144581
13)	#35	Ocala, FL 33474	80	29.160889, -82.231596
14)	#57	Ocala, FL 33474	80	29.165066, -82.159279
15)	#63	3637 SE 17th Street, Ocala, FL 34471	80	29.171722, -82.086418
16)	#81	2451 NW 50th Avenue, Ocala, FL 34482	80	29.212293, -82.202118
17)	#97	5500 SW College Road, Ocala, FL 34474	80	29.124375, -82.210880
18)	#98	644 SE 44th Avenue, Ocala, FL 34471	80	29.141960, -82.128668
19)	#127	4628 SW 48th Avenue, Ocala, FL 34474	80	29.141509, -82.203943

20)	#134	4501 SW 61st Road, Ocala, FL 34474	80	29.124075, -82.197170
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Manhole Lids			
	1 <sup>st</sup> Quadrant		
1	Manhole Lids NW	Boundary Corner	29.2106380, -82.1200695
2	Manhole Lids SW	Boundary Corner	29.1870310, -82.1200420
3	Manhole Lids NE	Boundary Corner	29.2106775, -82.0619015
4	Manhole Lids SE	Boundary Corner	29.1863953, -82.0621032
	2 <sup>nd</sup> Quadrant		
1	Manhole Lids NW	Boundary Corner	29.1873100, -82.1200420
2	Manhole Lids SW	Boundary Corner	29.1656194, -82.1371780
3	Manhole Lids NE	Boundary Corner	29.1868670, -82.1084505
4	Manhole Lids SE	Boundary Corner	29.1653914, -82.1086765

#### **TASKS & DELIVERABLES:**

##### **A) Tasks:**

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient 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 Sub-Recipient 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.

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

The Sub-Recipient shall provide documentation demonstrating the results of the procurement

process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

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 the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. 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 the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

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) Copy of permit(s), notice of commencement.
- b) Local Building Official Inspection Report and Final Approval.
- c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.
- d) Signed and Sealed copy of the As-built plans, as applicable.
- e) Certified Letter of Completion, as applicable:
  1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
  2. Certifying Compliance with all applicable codes.
- f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

- g) Verification letter or documentation showing the generator is protected to the 500-year (0.2% annual chance) flood elevation.
  - h) Letter verifying compliance with the National Historic Preservation Act, to include whether archaeological materials or human remains were encountered during project activities and, if so, how they were handled in accordance with Florida Statutes, Section 872.05.
  - i) Proof of compliance with Project Conditions and Requirements 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 and local 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 completion of the work, that 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 Expense:** 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.

**Sub-Recipient Management Costs (SRMC)** expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established



a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): 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;
- 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 providing protection to the existing sewer system in the City of Ocala, Florida, zip codes 34470, 34474, 34471, 34482, 34475, 34480, 34472 and 34473; by purchasing and installing permanent 20-80 kW generators (or the adequate size) at twenty (20) lift stations and by upgrading manhole covers that will protect the system from infiltration.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the SFHA and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local 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) 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 any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit a final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.
- 4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
- 5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
- 6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 7) 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 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.
- 2) 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) shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA *in advance regardless of the budget implications*.

- 3) 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 shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are 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 contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Division, the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. 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.

- 4) The generators are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. The Sub-Recipient must submit documentation to the State documenting which protective option they selected.
- 5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

**E) Programmatic:**

- 1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) 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.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Special Condition required on implementation of project: Executive Order 11988-Floodplains: Generator is supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. Sub-Recipient must submit documentation to the Division documenting which protection option was selected.

- 8) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
- 9) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.
- 10) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.
  - a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.
  - b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
  - c) SRMC cannot exceed 5% of the total project costs awarded.
  - d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
  - e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.
  - f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.
- 11) National Historic Preservation Act (NHPA):
  - a) 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 Recipient will ensure that archaeological discoveries are 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 subrecipient's contractor will provide immediate notice of such discoveries to the Recipient. The subrecipient shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. 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.
  - b) NHPA: If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project

shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The Subrecipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. 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 Section 872.05, Florida Statutes.

(Source of condition: National Historic Preservation Act (NHPA) Monitoring Required: No)

This is FEMA project number **4337-424-R**. It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on October 30, 2020; this Agreement was executed on April 6, 2021, and the Period of Performance for this project shall end on **October 31, 2023**.

**F) 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.

**SCHEDULE OF WORK**

State Contracting:	3 Months
Construction Plan/Technical Specifications:	3 Months
Bidding / Local Procurement:	3 Months
Permitting:	2 Months
Construction / Installation:	18 Months
Local Inspections / Compliance:	2 Months
State Final Inspection / Compliance:	2 Months
Closeout Compliance:	3 Months
<b>Total Period of Performance:</b>	<b>36 Months</b>

**BUDGET****Line Item Budget\***

	<b>Project Cost</b>	<b>Federal Cost</b>	<b>Non-Federal Cost</b>
Materials:	\$1,385,000.00	\$1,038,750.00	\$346,250.00
Labor:	\$461,675.00	\$346,256.25	\$115,418.75
Fees:	\$0.00	\$0.00	\$0.00
<b>Initial Agreement Amount:</b>	<b>\$1,846,675.00</b>	<b>\$1,385,006.25</b>	<b>\$461,668.75</b>
***Contingency Funds:	\$92,334.00	\$69,250.50	\$23,083.50
<b>Project Total:</b>	<b>\$1,939,009.00</b>	<b>\$1,454,256.75</b>	<b>\$484,752.25</b>
<b>****SRMC</b>			
SRMC:	\$32,316.82	\$32,316.82	
<b>SRMC Total:</b>	<b>\$32,316.82</b>	<b>\$32,316.82</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.*

**\*\*\* This project has an estimated \$92,334.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

*Project Management costs are included for this project in the amount of \$0.00*

**\*\*\*\* Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$32,316.82 in Federal funding.** Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

*SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.*

*If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.*

**Funding Summary Totals**

Federal Share:	\$1,385,006.25	(75.00%)
Non-Federal Share:	\$461,668.75	(25.00%)
<b>Total Project Cost:</b>	<b>\$1,846,675.00</b>	<b>(100.00%)</b>
SRMC (100% Federal)	\$32,316.82	



TITLE	For Signature: Modification 2 to Department of Emergency...
FILE NAME	For City Signatur... (ENG 201064).pdf
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## Document History



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**06 / 28 / 2022**

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Sent for signature to Robert W. Batsel, Jr.  
(rbatsel@lawyersocala.com) and Peter Lee (plee@ocalafl.org)  
from plewis@ocalafl.org  
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**06 / 28 / 2022**

21:07:47 UTC-4

Viewed by Robert W. Batsel, Jr. (rbatsel@lawyersocala.com)  
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IP: 216.255.240.104



COMPLETED

**07 / 06 / 2022**

17:26:22 UTC-4

The document has been completed.



# **RESOLUTION 2020-22**

## **A RESOLUTION PROVIDING PURCHASING AUTHORITY AND THE MONETARY APPROVAL LIMITS TO THE CITY MANAGER OR HIS DESIGNEES FOR PURCHASING AND PROCUREMENT OF CITY GOODS, SERVICES, AND REAL ESTATE**

### **WHEREAS:**

A. Pursuant to Section 2.01(d) of the City Charter and Section 2-253 of the City Code of Ordinances all contracts with the City must be approved by City Council, executed by the City Council President, and approved as to form and legality by the city attorney;

B. City Council previously adopted Resolution No. 2009-32, Resolution No. 2009-47, and Resolution No. 2017-32 whereby City Council provided purchasing authority and purchasing limits for the purchases and procurement of goods, services and real estate. This Resolution supersedes and replaces those Resolutions;

C. In order to efficiently run the routine business operations of the City it is necessary to allow the city manager and his designees to procure and execute contracts as set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OCALA, FLORIDA, in regular session as follows:

1. Resolution No. 2009-32, Resolution No. 2009-47, and Resolution No. 2017-32 are hereby repealed, voided and replaced by this Resolution.

2. The city manager or his designees are authorized to procure and execute all contracts and amendments on behalf of the City of Ocala for the purchase of goods, services or real estate: (a) the value of which does not exceed \$50,000, during any contract term; or (b) with the written consent of the City Council President or City Council President Pro-Tem, the value of which does not exceed \$100,000 during any contract term. This authority includes, without limitation, the authority to execute contracts whereby the City acquires real property or any interest therein. All contracts and amendments so executed shall be noted in a Council meeting agenda following execution by the City as provided for herein.

3. For contracts that have not been previously approved by City Council, the city manager or its designees may execute change order(s) where the original contract price together with change order(s) will not exceed \$50,000 (or \$100,000 if the original contract price could have been approved by the city manager with the written consent of the City Council President or City Council President Pro-Tem under paragraph 2 above), otherwise any such change order shall be brought to City Council for approval, and upon approval executed by the Council President. Additionally, if the total of expenditures during a contract or renewal term is projected to exceed \$50,000 (or \$100,000 if the original contract price could have been approved by the city manager with the written consent of the City Council President or City Council President Pro-Tem under paragraph 2 above), then the department must obtain City Council approval at the next available City Council meeting.

4. Non-monetary amendments to contracts may be executed by the city manager or his designees if approved by the city attorney for form and legality. Such amendments shall be noted in a Council meeting agenda following execution by the City.

5. Any amendments executed by the city manager or his designees, with substantive changes to contracts as determined by the city attorney, shall be noted in a Council meeting agenda following execution by the City, and provide an explanation of the change to the contract.

6. All contracts, amendments, or change orders in excess of the City Manager's limits of approval in paragraphs 2 and 3 shall be brought to City Council for approval and upon approval executed by the Council President.

7. This Resolution shall constitute the approval and execution required by the City Council as set forth herein. Upon adoption the city purchasing policy and procedures manual shall be amended to conform to the requirements and purchasing approval levels of this Resolution.

This resolution adopted this 17 day of March, 2020.

**CITY OF OCALA**By: Jay A. Musleh

Jay A. Musleh  
President, Ocala City Council

**ATTEST:**By: Roseann J. Fusco

~~Angel B. Jacobs~~ Roseann J. Fusco  
~~City Clerk~~ Deputy City Clerk

Approved as to form and legality:

By: Patrick G. Gilligan

Patrick G. Gilligan  
City Attorney

4-57