

LENNY CURRY, MAYOR

MAYOR'S BUDGET REVIEW COMMITTEE

Agenda for Tuesday, April 28, 2020

<https://zoom.us/j/92876666414?pwd=Zm14czg0V2dsQW5Sd3J2d3ZqVHB2QT09>

Find your local number: <https://zoom.us/u/abpVRPt5E1>

Meeting ID: 928 7666 6414 Password: 761586

		Excused
Hughes, Brian	- Chair	<input type="checkbox"/>
Burch, Stephanie	- Vice Chair	<input type="checkbox"/>
Elsbury, Jordan	- Member	<input type="checkbox"/>
Greive, Joey	- Member	<input type="checkbox"/>
Joseph, Daryl	- Member	<input type="checkbox"/>
Moreland, Charles	- Member	<input type="checkbox"/>
Pappas, John	- Member	<input type="checkbox"/>

CONVENED: 10:00 AM

ADJOURNED:

Agency / Department	Item #	ID Number	Transfer Amount	Description / Summary	MBRC Action
Mayor's Office	1	Minutes		Minutes from April 8, 2020 MBRC zoom meeting for approval.	
Downtown Investment Authority	2	BT20-062	\$4,424,984.00	Appropriate funding for the completion of the Florida Blue Garage, two way street conversions for portions of Adams and Forsyth Streets (Northbank CRA Plan) and engineering and design of the Hogan Street Cycle Track. Budget Office: Item requires correction by department as well as Budget Office and Accounting review.	
Downtown Investment Authority	3	BT20-070	\$174,547.00	Appropriate interest income with the Southbank CRA. Budget Office: Item requires Budget Office and Accounting review.	
Downtown Investment Authority	4	BT20-071	\$798,124.00	Appropriate interest income with the Northbank CRA. Budget Office: Item requires Budget Office and Accounting review.	
Fire and Rescue	5	BT20-045	\$175,591.52	Appropriate funding from FEMA for the Flood Mitigation Grant - Mitigation Reconstruction of Repetitive Loss Project: 10253 Shark Road Budget Office: Pending Accounting review	
Fire and Rescue	6	BT20-059	\$10,619.66	Appropriate funding from the Riverview lake-forest volunteer fire department to procure thermal imaging cameras for various Fire Stations.	
Office of Economic Development	7	Memo		Memo requesting permission to execute and Economic Development agreement by and between the City and Project Academy.	

Agency / Department	Item #	ID Number	Transfer Amount	Description / Summary	MBRC Action
Office of Economic Development	8	Memo		Memo requesting permission to execute an Economic Development agreement by and between the City and Project Skateboard.	
Office of the Sheriff	9	TD20-211	\$14,971.65	Transfer funding within JSO for the purchase and installation of two 4k Displays for the Drill Hall.	
Neighborhoods	10	BT21-001	\$6,571,550.00	Appropriate the 2020-21 CDBG from the U.S. Department of Housing and Urban Development. Related RC21-001 Budget Office: Pending Budget and Accounting review.	
Neighborhoods	11	RC21-001		Authorize positions and part-time hours in community development block grant. Budget Office: Pending Budget review.	
Neighborhoods	12	BT21-002	\$552,683.00	Appropriate the 2020-21 Emergency Solutions Grant from the U.S. Department of Housing and Urban Development. Budget Office: Pending Budget and Accounting review.	
Neighborhoods	13	BT21-003	\$3,228,064.00	Appropriate the 2020-21 HOME Investment Program from the U.S. Department of Housing and Urban Development. Related RC21-002 Budget Office: Pending Budget and Accounting review.	
Neighborhoods	14	RC21-002		Authorize positions within the HOME Investment program to be effective 10/1/20. Budget Office: Pending Budget review.	
Neighborhoods	15	BT21-004	\$2,610,888.00	Appropriate the 2020-21 HOPWA grant from the U.S. Department of Housing and Urban Development. Related RC21-003 Budget Office: Pending Budget and Accounting review.	
Neighborhoods	16	RC21-003		Authorize position within the housing opportunities for persons with AIDS program to be effective 10/1/20. Budget Office: Pending Budget review.	
Neighborhoods	17	BT21-005	\$10,395,947.00	Appropriate the 2020-21 SHIP grant from the U.S. Department of Housing and Urban Development. Budget Office: Pending Budget and Accounting review.	

Item 01

MAYOR'S BUDGET REVIEW COMMITTEE

Agenda for Wednesday, April 8, 2020

LENNY CURRY, MAYOR

Zoom Meeting

<https://zoom.us/j/665325866?pwd=TUJwOE5xTDVhYklpZkNKYno5UT09>

Meeting ID: 665 325 866
Password: 585479

CONVENED: 1:00 PM
ADJOURNED: 1:35 PM

Excused

- Hughes, Brian - Chair
- Burch, Stephanie - Vice Chair
- Elsbury, Jordan - Member
- Greive, Joey - Member
- Joseph, Daryl - Member
- Moreland, Charles - Member
- Pappas, John - Member

Agency / Department	Item #	ID Number	Transfer Amount	Description / Summary	MBRC Action
Mayor's Office	1	Memo		Minutes from the March 9th MBRC meeting for approval.	Approved 7-0
Finance and Administration	2	TD20-204	\$403,269.00	Appropriate funding for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. Listed on 2019-504-E B1a. Related RC20-108	Approved 7-0
Finance and Administration	3	RC20-108		Authorize two positions for the JAG program listed on 2019-504-E B1a to be effective 3/28/20.	Approved 7-0
Finance and Administration	4	BT20-065	\$9,000,000.00	Appropriate General Fund - GSD fund balance to provide funding for the COVID-19 Small Business Relief Grant Program, a program set up to provide small businesses in Duval County with relief grants, forgivable interest grants, and principal forgiveness grants. (Ordinance 2020-201-E)	Approved 7-0
Finance and Administration	5	Memo		Request a start rate for a new hire to fill the position of Human Services Planner III/SPE at a higher than budgeted amount to be effective 3/13/2020.	Approved 7-0
Kids Hope Alliance	6	TD20-202	\$990,506.00	Appropriate funding for the continuation for the 2020 Summer Lunch Program listed on 2019-511-E Sch M. Related RC20-104	Approved 7-0
Kids Hope Alliance	7	RC20-104		Re-authorize 22,000 part-time hours in the KHA summer lunch program grant. Listed on 2019-511-E Schedule M.	Approved 7-0

Agency / Department	Item #	ID Number	Transfer Amount	Description / Summary	MBRC Action
Military Affairs and Veterans	8	BT20-057	\$23,232.62	Appropriate available funding within the Veterans Memorial Wall Trust fund for future imprinting of names and maintenance of the Jacksonville Veterans Memorial Wall on a yearly basis or as needed.	Approved 7-0
Neighborhoods	9	BT20-063	\$153,900.00	Appropriate fund balance within the mosquito control state fund to purchase equipment, vehicle, replace fencing & biological control products in support of current operations during FY 2020.	Approved 7-0
Neighborhoods	10	TD20-207	\$28,810.00	Transfer funding within ACPS to cover ITD costs associated with the ACPS system communication with the Chameleon database.	Approved 7-0
Office of Economic Development	11	Memo		Request to submit legislation to execute an economic development agreement - Project Kodiak	Approved 7-0
Parks, Recreation & Community Services	12	TD20-208	\$271,549.00	Appropriate \$76,549 in grant funding and a \$195,000 city match for the retired senior volunteer program listed on 2019-504-E B1b. Related RC20-107 Budget Office: Still awaiting corrected BT for review.	Approved 7-0
Parks, Recreation & Community Services	13	RC20-107		Re-authorize three positions and 1,300 part-time hours for the retired senior volunteer program to be effective April 1, 2020.	Approved 7-0
Parks, Recreation & Community Services	14	TD20-192	\$1,228,260.00	Appropriate funding for the Ryan White HIV/AIDS Program Part A program listed on 2019-504-E B1a. Related RC20-094	Approved 7-0
Parks, Recreation & Community Services	15	RC20-094		Re-authorize the four positions and 832 part-time hours in the Ryan White HIV/AIDS grant program to be effective 3/1/20. Related TD20-192	Approved 7-0
Parks, Recreation & Community Services	16	BT20-066	\$850,000.00	Appropriate funding for the ending the HIV epidemic grant. Budget Office: Legislation filed - BT to be amended at Council once corrected BT is provided and reviewed by Budget Office / Accounting	Approved 7-0
Parks, Recreation & Community Services	17	RC20-109		Authorize an additional FTE for the new ending HIV epidemic program on related BT20-066. Budget Office: Legislation filed - RC to be amended at Council once corrected RC is provided and reviewed by Budget Office / Accounting	Approved 7-0

Agency / Department	Item #	ID Number	Transfer Amount	Description / Summary	MBRC Action
Planning & Development	18	RC20-103		Reclassify two positions within building inspection to be effective March 28, 2020.	Approved 7-0
Public Library	19	RC20-105		Reclassify a library clerk within JPL to an adult program coordinator to be effective 3/28/20. A memo requesting an amount at higher than budget is attached.	Approved 7-0
Public Library	20	RC20-106		Reclassify a library clerk within JPL to a library associate to be effective 3/28/20. A memo requesting an amount at higher than budget is attached.	Approved 7-0
Public Works	21	Memo		Request to file legislation to abandon drainage and utilities easement - Mandarin Meadows unit 2	Approved 7-0
Property Appraiser	22	Ordinance		Property Appraiser FY21 budget legislation exhibit.	Approved 7-0

Item 02

**City of Jacksonville, Florida
Request for Budget Transfer Form**

Downtown Investment Authority
Department or Area Responsible for Contract / Compliance / Oversight

7
Council District(s)

Reversion of Funds: _____
(if applicable) Subfund / Indexcode / Subobject / Project Prj-Dtl / Grant Grt-Dtl

Fiscal Yr(s) of carry over (all-years funds do not require a carryover)

Section of Code Being Waived (if applicable): N/A

CIP (yes or no): No

Justification for Waiver

Justification for / Description of Transfer:

Allocate actual funds received to projects and commitments

Total Amount Appropriated: \$4,424,984.00

CITY COUNCIL

Requesting Council Member: _____

CM's District: _____

Requesting Council Member: _____

CM's District: _____

Prepared By: _____

Ordinance: _____

OFFICE OF THE MAYOR

BUDGET ORDINANCE TRANSFER DIRECTIVE

TD / BT Number: BT20-062

	Date Rec'd.	Date Fwd.	Approved	Disapproved
Department Head			<i>Louis Boyer</i>	
Mayor's Office				
Accounting Division				
Budget Division	<u>2-27-2020</u>			

Date of Action By Mayor: _____

Approved: _____

Division Chief: *Louis Boyer*

Date Initiated: 2/25/2020

Prepared By: _____

Phone Number: 2/20/2020

Initiated / Requested By (if other than Department): _____

LEGISLATIVE FACT SHEET

DATE: 02/24/20

BT or RC No: BT 20-062
(Administration & City Council Bills)

SPONSOR: DIA
(Department/Division/Agency/Council Member)

Contact for all inquiries and presentation guy parola

Provide Name: guy parola

Contact Number: 255-5305

Email Address: gparola@coj.net

PURPOSE: White Paper (Explain Why this legislation is necessary? Provide; Who, What, When, Where, How and the Impact.) Council Research will complete this form for Council introduced legislation and the Administration is responsible for all other legislation.

(Minimum of 350 words - Maximum of 1 page.)

The purpose of this legislation is to appropriate the following funds: \$3,500,000 of revenue funds received from Vystar pursuant to a reimbursement provision to a previously approved redevelopment agreement; \$47,492 of funds received of other funds received; \$500,000 of Fiscal Year 19-20 DIA Reserves; and \$330,000 of funds received from a previous land sale. The funds will be appropriated to the following: \$3,500,000 to fund DIA and the City's financial obligation for a completion grant to Florida Blue pursuant to adopted Ordinance 2019-626; \$527,492 to two-way street conversion for Adams and Forsyth Streets; and \$350,000 for the design portion of the Hogan Street Cycle Track, the construction of which is currently a C.I.P. project.

APPROPRIATION: Total Amount Appropriated \$4,377,492.00 as follows:
 List the source **name** and provide Object and Subobject Numbers for each category listed below:

(Name of Fund as it will appear in title of legislation)

Name of City of Jacksonville Funding Source(s):	From: Non-government Contributions DIAD75BDED, 36600	Amount: \$3,000,000.00
	To: Florida Blue Parking Garage Financial Obligation	Amount: \$3,000,000.00
Name of City of Jacksonville Funding Source(s):	From: Reserves, DIAD75BDED, 09910	Amount: \$500,000.00
	To: Florida Blue Parking Garage Financial Obligation	Amount: \$500,000.00
Name of City of Jacksonville Funding Source(s):	From: Non-government Contributions DIAD75BDED, 36600	Amount: \$527,492.00
	To: Two-way Street Conversion	Amount: \$527,492.00
Name of City of Jacksonville Funding Source(s):	From: Gain/Loss Realestate DICP322, 06403	Amount: \$330,000.00
	To: Design - Hogan Street Cycle Track	Amount: \$330,000.00
Name of City of Jacksonville Funding Source(s):	From: Non-government Contributions DIAD75BDED, 36600	Amount: \$20,000.00
	To: Design - Hogan Street Cycle Track	Amount: \$20,000.00

PLAIN LANGUAGE OF APPROPRIATION / FINANCIAL IMPACT / OTHER:

Explain: Where are the funds coming from, going to, how will the funds be used? Does the funding require a match? Is the funding for a specific time frame? Will there be an ongoing maintenance? ... and staffing obligation? Per Chapters 122 & 106 regarding funding of anticipated post-construction operation costs.

(Minimum of 350 words - Maximum of 1 page.)

\$3,877,492 were received from (a) the sale of lands, and (b) from Vystar as part of a reimbursement provision in a previously approved redevelopment agreement. \$500,000 are expense funds approved by City Council as part of DIA's FY 19-20 budget. The combined \$4,377,492 in funds will be used for funding a \$3.5M completion grant obligation for the Florida Blue garage; \$527,492 towards two-way street conversion of Adams and Forsyth Streets; and \$350,000 for the design portion of the Hogan Street Cycle Track CIP Project.

ACTION ITEMS: Purpose / Check List. If "Yes" please provide detail by attaching justification, and code provisions for each.

ACTION ITEMS:

Emergency? Yes No

Justification of Emergency: If yes, explanation must include detailed nature of emergency.

Federal or State Mandate? Yes No

Explanation: If yes, explanation must include detailed nature of mandate including Statute or Provision.

Fiscal Year Carryover?

Note: If yes, note must include explanation of all-year subfund carryover language.

DICP322 and DIAD75BDED are all year's funds

CIP Amendment?

Attachment: If yes, attach appropriate CIP form(s). Include justification for mid-year amendment.

Contract / Agreement Approval?

Attachment & Explanation: If yes, attach the Contract / Agreement and name of Department (and contact name) that will provide oversight. Indicate if negotiations are on-going and with whom. Has OGC reviewed / drafted?

Related RC/BT?

Attachment: If yes, attach appropriate RC/BT form(s).

Waiver of Code?

Code Reference: If yes, identify code section(s) in box below and provide detailed explanation (including impacts) within white paper.

Code Exception?

Code Reference: If yes, identify code in box below and provide detailed explanation (including impacts) within white paper.

Related Enacted Ordinances?

Code Reference: If yes, identify related code section(s) and ordinance reference number in the box below and provide detailed explanation and any changes necessary within white paper.

Ordinance 2019-626

ACTION ITEMS CONTINUED: Purpose / Check List. If "Yes" please provide detail by attaching justification, and code provisions for each.

ACTION ITEMS: Yes No
Continuation of Grant?

Explanation: How will the funds be used? Does the funding require a match? Is the funding for a specific time frame and/or multi-year? If multi-year, note year of grant? Are there long-term implications for the General Fund?

Surplus Property
Certification?

Attachment: If yes, attach appropriate form(s).

Reporting
Requirements?

Explanation: List agencies (including City Council / Auditor) to receive reports and frequency of reports, including when reports are due. Provide Department (include contact name and telephone number) responsible for generating reports.

Division Chief: Lori Boyer
(signature)

Date: 2/25/2020

Prepared By: [Signature]
(signature)

Date: 2/26/2020

ADMINISTRATIVE TRANSMITTAL

To: MBRC, c/o Roselyn Chall, Budget Office, St. James Suite 325

Thru: Lori Boyer, CEO, DIA
(Name, Job Title, Department)
Phone: 255-5301 E-mail: BoyerL@coj.net

From: Guy Parola, Operations Manager, DIA
Initiating Department Representative (Name, Job Title, Department)
Phone: 255-5305 E-mail: Gparola@COJ.net

Primary Contact: Guy Parola, Operations Manager, DIA
(Name, Job Title, Department)
Phone: 255-5305 E-mail: Gparola@COJ.net

CC: Jordan Elsbury, Director of Intergovernmental Affairs, Office of the Mayor
255-5013 E-mail: jelsbury@coj.net

COUNCIL MEMBER / INDEPENDENT AGENCY / CONSTITUTIONAL OFFICER TRANSMITTAL

To: Peggy Sidman, Office of General Counsel, St. James Suite 480
Phone: 904-630-4647 E-mail: psidman@coj.net

From: _____
Initiating Council Member / Independent Agency / Constitutional Officer
Phone: _____ E-mail: _____

Primary Contact: _____
(Name, Job Title, Department)
Phone: _____ E-mail: _____

CC: Jordan Elsbury, Director of Intergovernmental Affairs, Office of the Mayor
255-5013 E-mail: jelsbury@coj.net

Legislation from Independent Agencies requires a resolution from the Independent Agency Board approving the legislation.

Independent Agency Action Item: Yes No
Boards Action / Resolution?

Attachment: If yes, attach appropriate documentation. If no, when is board action scheduled?

DIA Resolution 2020-02-08

FACT SHEET IS REQUIRED BEFORE LEGISLATION IS INTRODUCED



Downtown Investment Authority

MEMORANDUM

TO: Brian Hughes
Chief Administrative Officer

FROM: Lori Boyer, Chief Executive Officer
Downtown Investment Authority *Lori Boyer*

SUBJECT: Mayor's Budget Review Committee, March 9, 2020
DIA Budget Transfer

DATE: February 26, 2020

The Downtown Investment Authority seeks permission through the Mayor's Budget Review Committee to file legislation to effectuate the attached Budget Transfer. More specifically, legislation is necessary to:

- a) Appropriate funds received from the sale of property in the amount of \$330,000;
- b) Appropriate funds received from Vystar for a reimbursement provision within the redevelopment agreement for their garage located on Hogan and Bay Streets (f/k/a the "Parador Garage") in the amount of \$3,500,000; and
- c) Appropriate cash carryforward and cash received in the amount of \$47,492.

The appropriations will be used as follows:

- a) \$3,500,000 to fund the Florida Blue Garage completion grant as previously authorized by City Council;
- b) \$527,492 towards two-way street conversions for portions of Adams and Forsyth Streets, both of which are identified in the Northbank CRA Plan as one-way to two-way street conversions; and
- c) \$350,000 towards accelerated engineering and design of the Hogan Street Cycle Track, which is currently in the City's Capital Improvement Program.

RESOLUTION 2020-02-08

A RESOLUTION OF THE DOWNTOWN INVESTMENT AUTHORITY ACTING AS THE ECONOMIC DEVELOPMENT AGENCY FOR DOWNTOWN RECOMMENDING TO CITY COUNCIL AN AMENDMENT TO THE FY 2019-2020 BUDGET FOR THE DOWNTOWN ECONOMIC DEVELOPMENT FUND IN ORDER TO BUDGET AND APPROPRIATE PREVIOUSLY UNBUDGETED REVENUE TO VARIOUS DOWNTOWN PROJECTS

WHEREAS, the Downtown Economic Development Fund is an "all years" account which accrues interest and into which various revenues are deposited; and

WHEREAS, in order to fund certain obligations of the DIA and further development of Downtown through the projects and programs of DIA, the Finance and Budget Committee of the DIA has recommended that the previously unbudgeted Gain from Sale, Reserve (19/20 budget Council Contingency) and Sale of Property be appropriated to the programs and projects described on Exhibit A attached hereto and that the 19/20 adopted budget be amended accordingly;

NOW THEREFORE, BE IT RESOLVED by the Downtown Investment Authority:

Section 1. The Downtown Economic Development Fund FY 2019-2020 Budget is requested to be amended to appropriate the revenue currently identified as Gain from Sale, Sale of Property and Reserve (19/20 Council Contingency) to the projects and programs identified on Exhibit A attached hereto.

Section 2. The staff of DIA is hereby directed to prepare and file legislation with the City Council requesting the appropriation of said funds in accordance with Exhibit A and amending the FY 19-20 approved Downtown Economic Development Fund budget accordingly.

Section 3. This Resolution shall become effective on the date it is signed by the Chair of the DIA Board.

WITNESS:

DOWNTOWN INVESTMENT AUTHORITY


Craig Gibbs, Chairman

02-21-20
Date

VOTE: In Favor: 6 Opposed: 0 Abstained: 0 .

EXHIBIT A to RESOLUTION 2020-02-08

Amending the FY 19/20 adopted budget:

Appropriate additional revenue:

Gain from Sale	\$3,547,492
Sale of Property	\$ 330,000
Reserve (19/20 Contingency)	\$ <u>500,000</u>
TOTAL	\$4,377,492

TO:	Florida Blue Parking Grant	\$3,500,000
	Two Way Street Conversion	\$ 527,492
	Design of Hogan Street Cycle Track (match Groundworks)	\$ <u>350,000</u>
		\$4,377,492

Item 03

**City of Jacksonville, Florida
Request for Budget Transfer Form**

Downtown Investment Authority
Department or Area Responsible for Contract / Compliance / Oversight

5
Council District(s)

Reversion of Funds: _____
(if applicable) Fund / Center / Account / Project * / Activity / Interfund / Future

Fiscal Yr(s) of carry over (all-years funds do not require a carryover)

Section of Code Being Waived (if applicable): _____

CIP (yes or no): _____

Justification for Waiver

Justification for / Description of Transfer:

Allocate interest income to an activity and future years debt reduction.

Net Amount Appropriated and/or Transferred: \$174,547.00

* This element of the account string is titled project but it houses both projects and grants.

CITY COUNCIL

Requesting Council Member: _____

CM's District: _____

Requesting Council Member: _____

CM's District: _____

Prepared By: _____

Ordinance: _____

OFFICE OF THE MAYOR

BUDGET ORDINANCE TRANSFER DIRECTIVE

TD / BT Number: BT20-070

	Date Rec'd.	Date Fwd.	Approved	Disapproved
Department Head				
Mayor's Office				
Accounting Division				
Budget Division				

Date of Action By Mayor: _____

Approved: _____

Division Chief: _____

Date Initiated: _____

Prepared By: _____

Phone Number: _____

Initiated / Requested By (if other than Department): _____

LEGISLATIVE FACT SHEET

DATE: 04/23/20

BT or RC No: BT
(Administration & City Council Bills)

SPONSOR: DOWNTOWN INVESTMENT AUTHORITY
(Department/Division/Agency/Council Member)

Contact for all inquiries and presentation GUY PAROLA

Provide Name: GUY PAROLA

Contact Number: 255-5305

Email Address: gparola@coj.net

PURPOSE: White Paper (Explain Why this legislation is necessary? Provide; Who, What, When, Where, How and the Impact.) Council Research will complete this form for Council introduced legislation and the Administration is responsible for all other legislation.

(Minimum of 350 words - Maximum of 1 page.)

The purpose of this legislation is to appropriate the following funds: \$174,547 of investment pool earnings to the District public infrastructure activity and future years debt reduction as follows: \$46,837.75 to The District activity; and \$127,709.25 to Future Years Debt Reduction.

APPROPRIATION: Total Amount Appropriated \$4,377,492.00 as follows:
 List the source name and provide Object and Subobject Numbers for each category listed below:

(Name of Fund as it will appear in title of legislation)

Name of City of Jacksonville Funding Source(s):	From: SOUTHSIDE CRA TRUST FUND -INV POOL EARNINGS	Amount: \$46,837.75
	To: CRA FINANCIAL OBLIGATIONS - THE DISTRICT	Amount: \$46,837.75
Name of City of Jacksonville Funding Source(s):	From: SOUTHSIDE CRA TRUST FUND -INV POOL EARNINGS	Amount: \$127,709.25
	To: CRA FUTURE YEARS DEBT REDUCTION	Amount: \$127,709.25
Name of City of Jacksonville Funding Source(s):	From:	Amount:
	To:	Amount:
Name of City of Jacksonville Funding Source(s):	From:	Amount:
	To:	Amount:
Name of City of Jacksonville Funding Source(s):	From:	Amount:
	To:	Amount:

PLAIN LANGUAGE OF APPROPRIATION / FINANCIAL IMPACT / OTHER:

Explain: Where are the funds coming from, going to, how will the funds be used? Does the funding require a match? Is the funding for a specific time frame? Will there be an ongoing maintenance? ... and staffing obligation? Per Chapters 122 & 106 regarding funding of anticipated post-construction operation costs.

(Minimum of 350 words - Maximum of 1 page.)

The Southside CRA has accumulated investment pool earnings, the funds of which require legislative action by the City Council for appropriation. This legislation appropriates investment pool earnings to the District public infrastructure in the amount of \$46,837.75 and \$127,709.25 to future years debt reduction.

ACTION ITEMS: Purpose / Check List. If "Yes" please provide detail by attaching justification, and code provisions for each.

ACTION ITEMS:

Emergency? Yes No

Justification of Emergency: If yes, explanation must include detailed nature of emergency.

Federal or State Mandate? Yes No

Explanation: If yes, explanation must include detailed nature of mandate including Statute or Provision.

Fiscal Year Carryover? Yes No

Note: If yes, note must include explanation of all-year subfund carryover language.

JXSF18B, Soutside CRA Trust is an all years account.

CIP Amendment? Yes No

Attachment: If yes, attach appropriate CIP form(s). Include justification for mid-year amendment.

Contract / Agreement Approval? Attachment & Explanation: If yes, attach the Contract / Agreement and name of Department (and contact name) that will provide oversight. Indicate if negotiations are on-going and with whom. Has OGC reviewed / drafted?

Related RC/BT? Attachment: If yes, attach appropriate RC/BT form(s).
 Waiver of Code? Code Reference: If yes, identify code section(s) in box below and provide detailed explanation (including impacts) within white paper.

Code Exception? Code Reference: If yes, identify code in box below and provide detailed explanation (including impacts) within white paper.

Related Enacted Ordinances? Code Reference: If yes, identify related code section(s) and ordinance reference number in the box below and provide detailed explanation and any changes necessary within white paper.

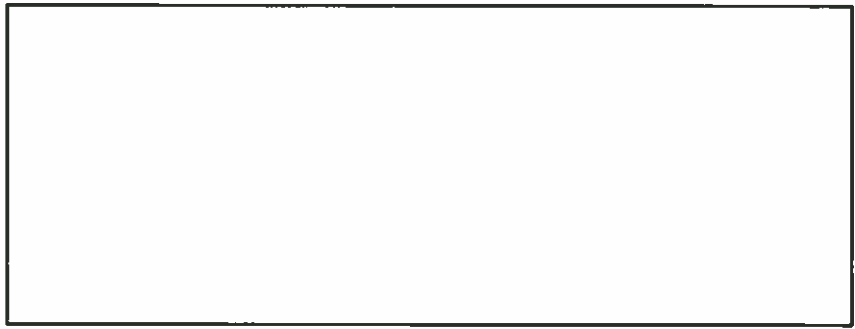
ACTION ITEMS CONTINUED: Purpose / Check List. If "Yes" please provide detail by attaching justification, and code provisions for each.

ACTION ITEMS: Yes No

Continuation of Grant? Explanation: How will the funds be used? Does the funding require a match? Is the funding for a specific time frame and/or multi-year? If multi-year, note year of grant? Are there long-term implications for the General Fund?

Surplus Property Certification? Attachment: If yes, attach appropriate form(s).

Reporting Requirements? Explanation: List agencies (including City Council / Auditor) to receive reports and frequency of reports, including when reports are due. Provide Department (include contact name and telephone number) responsible for generating reports.



Division Chief: _____
(signature)

Date: _____

Prepared By: _____
(signature)

Date: _____

ADMINISTRATIVE TRANSMITTAL

To: MBRC, c/o Roselyn Chall, Budget Office, St. James Suite 325

Thru: Lori Boyer, CEO, DIA
(Name, Job Title, Department)

Phone: 255-5301 E-mail: BoyerL@coj.net

From: Guy Parola, Operations Manager, DIA
Initiating Department Representative (Name, Job Title, Department)

Phone: 255-5305 E-mail: Gparola@COJ.net

Primary Contact: Guy Parola, Operations Manager, DIA
(Name, Job Title, Department)

Phone: 255-5305 E-mail: Gparola@COJ.net

CC: Jordan Elsbury, Director of Intergovernmental Affairs, Office of the Mayor
255-5013 E-mail: jelsbury@coj.net

COUNCIL MEMBER / INDEPENDENT AGENCY / CONSTITUTIONAL OFFICER TRANSMITTAL

To: Peggy Sidman, Office of General Counsel, St. James Suite 480
Phone: 904-630-4647 E-mail: psidman@coj.net

From: _____
Initiating Council Member / Independent Agency / Constitutional Officer

Phone: _____ E-mail: _____

Primary _____

Contact: (Name, Job Title, Department)

Phone: _____

E-mail: _____

CC: Jordan Elsbury, Director of Intergovernmental Affairs, Office of the Mayor

255-5013 E-mail: jelsbury@coj.net

Legislation from Independent Agencies requires a resolution from the Independent Agency Board approving the legislation.

Independent Agency Action Item: Yes No

Boards Action / Resolution?

Attachment: If yes, attach appropriate documentation. If no, when is board action scheduled?

DIA Resolution 2019-09-06

FACT SHEET IS REQUIRED BEFORE LEGISLATION IS INTRODUCED

Item 04

**City of Jacksonville, Florida
Request for Budget Transfer Form**

Downtown Investment Authority
Department or Area Responsible for Contract / Compliance / Oversight

7
Council District(s)

Reversion of Funds: _____
(if applicable) Fund / Center / Account / Project * / Activity / Interfund / Future

Fiscal Yr(s) of carry over (all-years funds do not require a carryover)

Section of Code Being Waived (if applicable): _____

CIP (yes or no): No

Justification for Waiver

Justification for / Description of Transfer:

Allocated investment pool earnings and interest income for CRA Planned Authorized Expenditures.

Net Amount Appropriated and/or Transferred: \$798,124.00

* This element of the account string is titled project but it houses both projects and grants.

CITY COUNCIL

Requesting Council Member: _____

CM's District: _____

Requesting Council Member: _____

CM's District: _____

Prepared By: _____

Ordinance: _____

OFFICE OF THE MAYOR

BUDGET ORDINANCE TRANSFER DIRECTIVE

TD / BT Number: BT20-071

	Date Rec'd.	Date Fwd.	Approved	Disapproved
Department Head				
Mayor's Office				
Accounting Division				
Budget Division				

Date of Action By Mayor: _____

Approved: _____

Division Chief: _____

Date Initiated: _____

Prepared By: _____

Phone Number: _____

Initiated / Requested By (if other than Department): _____

LEGISLATIVE FACT SHEET

DATE: 04/24/20

BT or RC No: BT
(Administration & City Council Bills)

SPONSOR: DOWNTOWN INVESTMENT AUTHORITY
(Department/Division/Agency/Council Member)

Contact for all inquiries and presentation GUY PAROLA

Provide Name: GUY PAROLA

Contact Number: 255-5305

Email Address: gparola@coj.net

PURPOSE: White Paper (Explain Why this legislation is necessary? Provide; Who, What, When, Where, How and the Impact.) Council Research will complete this form for Council introduced legislation and the Administration is responsible for all other legislation.

(Minimum of 350 words - Maximum of 1 page.)

The purpose of this legislation is to appropriate the following funds: \$798,124 of investment pool earnings and interest income from the Northbank CRA as follows: \$300,000 for urban art; \$250,000 for loans; and \$248,124 for retail enhancement program.

APPROPRIATION: Total Amount Appropriated \$4,377,492.00 as follows:
 List the source name and provide Object and Subobject Numbers for each category listed below:

(Name of Fund as it will appear in title of legislation)

Name of City of Jacksonville Funding Source(s):	From: NORTHBANK CRA INV. POOL EARNINGS	Amount: \$300,000.00
	To: CRA PLANNED AUTHORIZED EXP. - URBAN ART	Amount: \$300,000.00
Name of City of Jacksonville Funding Source(s):	From: NORTHBANK CRA INV. POOL EARNINGS	Amount: \$961.00
	To: CRA PLANNED AUTHORIZED EXP. - RETAIL ENH.	Amount: \$961.00
Name of City of Jacksonville Funding Source(s):	From: NORTHBANK CRA INTEREST INCOME	Amount: \$250,000.00
	To: NORTHBANK CRA PLANNED AUTHORIZED EXP. - LOANS	Amount: \$250,000.00
Name of City of Jacksonville Funding Source(s):	From: NORTHBANK CRA INTEREST INCOME	Amount: \$247,163.00
	To: CRA PLANNED AUTHORIZED EXP. - RETAIL ENH.	Amount: \$247,163.00
Name of City of Jacksonville Funding Source(s):	From:	Amount:
	To:	Amount:

PLAIN LANGUAGE OF APPROPRIATION / FINANCIAL IMPACT / OTHER:

Explain: Where are the funds coming from, going to, how will the funds be used? Does the funding require a match? Is the funding for a specific time frame? Will there be an ongoing maintenance? ... and staffing obligation? Per Chapters 122 & 106 regarding funding of anticipated post-construction operation costs.

(Minimum of 350 words - Maximum of 1 page.)

The Northbank CRA has accumulated investment pool earnings, and interest income in all years accounts, and which have not been appropriated by City Council. This legislation would appropriate \$798,124 of those dollars to existing CRA Planned Authorized Expenditure programs: \$300,000 to urban art (cultural council); \$250,000 to Loans; and \$247,124 to Retail Enhancement Program.

ACTION ITEMS: Purpose / Check List. If "Yes" please provide detail by attaching justification, and code provisions for each.

ACTION ITEMS:

	Yes	No
Emergency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Justification of Emergency: If yes, explanation must include detailed nature of emergency.

Federal or State Mandate?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Explanation: If yes, explanation must include detailed nature of mandate including Statute or Provision.

Fiscal Year Carryover?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Note: If yes, note must include explanation of all-year subfund carryover language.

JXSF18B, Soutside CRA Trust is an all years account.

CIP Amendment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Attachment: If yes, attach appropriate CIP form(s). Include justification for mid-year amendment.

Contract / Agreement Approval? Attachment & Explanation: If yes, attach the Contract / Agreement and name of Department (and contact name) that will provide oversight. Indicate if negotiations are on-going and with whom. Has OGC reviewed / drafted?

Related RC/BT? Attachment: If yes, attach appropriate RC/BT form(s).

Waiver of Code? Code Reference: If yes, identify code section(s) in box below and provide detailed explanation (including impacts) within white paper.

Code Exception? Code Reference: If yes, identify code in box below and provide detailed explanation (including impacts) within white paper.

Related Enacted Ordinances? Code Reference: If yes, identify related code section(s) and ordinance reference number in the box below and provide detailed explanation and any changes necessary within white paper.

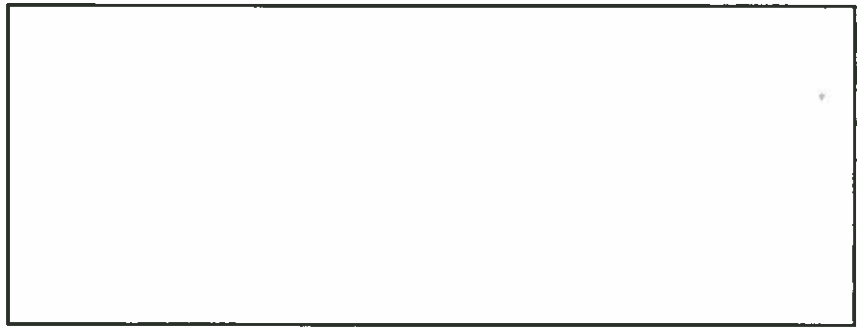
ACTION ITEMS CONTINUED: Purpose / Check List. If "Yes" please provide detail by attaching justification, and code provisions for each.

ACTION ITEMS: Yes No

Continuation of Grant? Explanation: How will the funds be used? Does the funding require a match? Is the funding for a specific time frame and/or multi-year? If multi-year, note year of grant? Are there long-term implications for the General Fund?

Surplus Property Certification? Attachment: If yes, attach appropriate form(s).

Reporting Requirements? Explanation: List agencies (including City Council / Auditor) to receive reports and frequency of reports, including when reports are due. Provide Department (include contact name and telephone number) responsible for generating reports.



Division Chief: _____
(signature)

Date: _____

Prepared By: _____
(signature)

Date: _____

ADMINISTRATIVE TRANSMITTAL

To: MBRC, c/o Roselyn Chall, Budget Office, St. James Suite 325

Thru: Lori Boyer, CEO, DIA
(Name, Job Title, Department)

Phone: 255-5301 E-mail: BoyerL@coj.net

From: Guy Parola, Operations Manager, DIA
Initiating Department Representative (Name, Job Title, Department)

Phone: 255-5305 E-mail: Gparola@COJ.net

Primary Contact: Guy Parola, Operations Manager, DIA
(Name, Job Title, Department)

Phone: 255-5305 E-mail: Gparola@COJ.net

CC: Jordan Elsbury, Director of Intergovernmental Affairs, Office of the Mayor
255-5013 E-mail: jelsbury@coj.net

COUNCIL MEMBER / INDEPENDENT AGENCY / CONSTITUTIONAL OFFICER TRANSMITTAL

To: Peggy Sidman, Office of General Counsel, St. James Suite 480
Phone: 904-630-4647 E-mail: psidman@coj.net

From: _____
Initiating Council Member / Independent Agency / Constitutional Officer

Phone: _____ E-mail: _____

Primary _____

Contact: (Name, Job Title, Department)

Phone: _____

E-mail: _____

CC: Jordan Elsbury, Director of Intergovernmental Affairs, Office of the Mayor
255-5013 E-mail: jelsbury@coj.net

Legislation from Independent Agencies requires a resolution from the Independent Agency Board approving the legislation.

Independent Agency Action Item: Yes No

Boards Action / Resolution?

Attachment: If yes, attach appropriate documentation. If no, when is board action scheduled?

DIA Resolution 2020-02-07

FACT SHEET IS REQUIRED BEFORE LEGISLATION IS INTRODUCED

Item 05

City of Jacksonville, Florida Request for Budget Transfer Form

Fire & Rescue
Department or Area Responsible for Contract / Compliance / Oversight

n/a
Council District(s)

Reversion of Funds: _____
(if applicable) Subfund / Indexcode / Subobject / Project Prj-Dtl / Grant Grt-Dtl

n/a
Fiscal Yr(s) of carry over (all-years funds do not require a carryover)

Section of Code Being Waived (if applicable): _____

CIP (yes or no): Yes NO

Justification for Waiver

Justification for / Description of Transfer:

To appropriate funds awarded by FEMA (Federal Emergency Management Agency) through the State of Florida Division of Emergency Management (FDEM) for Flood Mitigation Grant - Mitigation Reconstruction of Repetitive Loss project. The grant provides 84.16189351% federal funding from FEMA for a mitigation reconstruction of one residential property located at 10253 Shark Road, Jacksonville, FL 32226. The City will demolish one residential structure and construct a new elevated structure (no more than 10% greater than the original structure) at least one foot above the Base Flood Elevation. There is a 15.83810649% homeowner's match. The funding expires April 1, 2022.

Total Amount Appropriated: 175,591.50 ~~\$208,635.42~~ (net)

CITY COUNCIL

Requesting Council Member: _____

CM's District: _____

Requesting Council Member: _____

CM's District: _____




Prepared By: _____

Ordinance: _____

OFFICE OF THE MAYOR

BUDGET ORDINANCE TRANSFER DIRECTIVE

TD / BT Number: BT 20-045

	Date Rec'd.	Date Fwd.	Approved	Disapproved
Department Head		<u>1/9/20</u>		
Mayor's Office				
Accounting Division	<u>1/31/20</u>	<u>2/5/20</u>		
Budget Division	<u>1-13-2020</u>			

Date of Action By Mayor: _____

Approved:  _____

Division Chief: Steve Woodard, Emergency Preparedness

Date Initiated: _____

Prepared By: April Mitchell/arh

Phone Number: 630-0209

Initiated / Requested By (if other than Department): _____

LEGISLATIVE FACT SHEET

DATE: 01/03/19 2020

BT or RC No: BT20-045
(Administration & City Council Bills)

SPONSOR: Emergency Preparedness Division
(Department/Division/Agency/Council Member)

Contact for all inquiries and presentations: Director of Emergency Preparedness

Provide Name: Steve Woodard

Contact Number: (904) 255-3123

Email Address: Swoodard@coj.net

PURPOSE: White Paper (Explain Why this legislation is necessary? Provide; Who, What, When, Where, How and the Impact.) Council Research will complete this form for Council introduced legislation and the Administration is responsible for all other legislation.

(Minimum of 350 words - Maximum of 1 page.)

This legislation will authorize expenditure of FEMA grant funding for the mitigation of a repetitive loss structure at 10253 Shark Rd E. Jacksonville, FL, 32226 (-81.468585, 30.516005). The area affected by this project consists of one residential structure located on a lot on Shark Road East near the Nassau River area, along a section of the Nassau Sound. Heavy rainfall and storm surge leads to the flooding of this property due to its proximity to the Nassau River/ Nassau Sound. The house was flooded with 29 inches of water during Hurricane Matthew in 2016 and 3 feet and 3 inches of water during Hurricane Irma in 2017. The homeowner filed claims for damages which resulted in a loss of \$164,312. The proposed project will protect against future flood damages, health and safety risks, clean-up costs, and displacement time for the residents. Adherence to local ordinance regarding the base flood elevation will prevent future damage to the infrastructure from 100 year and 500 year flooding events. Additionally, this mitigation activity will bring cost savings to the NFIP through reduced flood insurance claims. Currently, the existing structure is substantially damaged and must be replaced. It is susceptible to mold and causing alarm and health detriment to the current residents.

This project will involve the replacement of the existing structure (modular home, currently substantially damaged) at this location. The replacement structure would be elevated to the minimum height required by city ordinance (BFE + 1ft freeboard) in order to achieve protection from the effects of flooding. BFE+1 in this area will require elevation to a minimum height of 10 FT elevation according to North American Vertical Datum of 1988. The proposed method of elevation will be utilization of auger-cast pilings, or other method as determined by a certified engineer or architect. Upgrades to the structure will be made as necessary to ensure compliance with local codes and ordinance. Accessibility to the structure will be addressed by installing stairways and other means of ingress/egress where required. Design and core sampling to be provided by a licensed engineer before work begins. This project will comply w/ ASCE 24-14 per the Guidance and the project will be designated in compliance with NFIP standards in 44 CFR Part 60. The square footage of a resulting structure shall be no more than 10 percent greater than that of the original structure. A final Elevation Certificate will be required prior to closeout along with the deed restriction and Cert of Occupancy or equivalent local certificate.

APPROPRIATION: Total Amount Appropriated: \$175,591.52 as follows:
 List the source name and provide Object and Subobject Numbers for each category listed below:

(Name of Fund as it will appear in title of legislation)

Name of Federal Funding Source(s)	From: US Department of Homeland Security	Amount: \$175,591.52
	To: Subfund 331	Amount: \$175,591.52
Name of State Funding Source(s):	From:	Amount:
	To:	Amount:
Name of City of Jacksonville Funding Source(s):	From:	Amount:
	To:	Amount:
Name of In-Kind Contribution(s):	From: Homeowner, DEMMI JO MURPHY, 10253 Shark Road East	Amount: \$33,043.90
	To:	Amount:
Name & Number of Bond Account(s):	From:	Amount:
	To:	Amount:

PLAIN LANGUAGE OF APPROPRIATION / FINANCIAL IMPACT / OTHER:

Explain: Where are the funds coming from, going to, how will the funds be used? Does the funding require a match? Is the funding for a specific time frame? Will there be an ongoing maintenance? ... and staffing obligation? Per Chapters 122 & 106 regarding funding of anticipated post-construction operation costs.

(Minimum of 350 words - Maximum of 1 page.)

The mitigation grant agreement shall be entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and the City of Jacksonville. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined in the Subaward Agreement.

For the purposes of this Agreement, the Division serves as the pass-through entity for the Federal award, and the Sub-Recipient serves as the recipient of a subaward. The City of Jacksonville will enter into a subagreement with the homeowner, Ms. Demmi Jo Murphy, to ensure all conditions of the above subaward agreement with the Division are met.

The period of performance, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA), shall last no longer than 540 days from the date of contract execution. The Agreement between the Division and the City of Jacksonville shall end on April 1, 2022.

There is a 10% match requirement for this mitigation grant project, to be provided by Ms. Demmi Jo Murphy, the homeowner of the property located at 10253 Shark Rd E. Jacksonville, FL, 32226. The total estimated cost of the project is \$208,635.42, with the federal share being \$175,591.52 (84.16%) and the local share being \$33,043.90 (15.84)*.

***NOTE:** FEMA will only pay \$150,000 in "construction costs." The Homeowner is responsible for construction costs in excess of \$150,000.00. As a result, the cost share amounts in the budget above will not calculate to the exact percentage indicated. Also, Total Project Costs will, in turn, not equal the percentages indicated.

Project Management costs are included for this project in the amount of \$9,935.02.

There will be additional recurring maintenance costs for regular upkeep of the property, to be provided by homeowner as possessor of the property.

ACTION ITEMS: Purpose / Check List. If "Yes" please provide detail by attaching justification, and code provisions for each.

ACTION ITEMS:

	Yes	No
Emergency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Justification of Emergency: If yes, explanation must include detailed nature of emergency.

Federal or State Mandate?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Explanation: If yes, explanation must include detailed nature of mandate including Statute or Provision.

Fiscal Year Carryover?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
------------------------	--------------------------	-------------------------------------

Note: If yes, note must include explanation of all-year subfund carryover language.

CIP Amendment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
----------------	--------------------------	-------------------------------------

Attachment: If yes, attach appropriate CIP form(s). Include justification for mid-year amendment.

Contract / Agreement Approval?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
--------------------------------	-------------------------------------	--------------------------

Attachment & Explanation: If yes, attach the Contract / Agreement and name of Department (and contact name) that will provide oversight. Indicate if negotiations are on-going and with whom. Has OGC reviewed / drafted?

The Fire & Rescue Department / Emergency Preparedness Division will provide oversight on behalf of the City of Jacksonville, The Subaward and Grant Agreement are attached.

Related RC/BT?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
----------------	--------------------------	-------------------------------------

Attachment: If yes, attach appropriate RC/BT form(s).

Waiver of Code?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
-----------------	--------------------------	-------------------------------------

Code Reference: If yes, identify code section(s) in box below and provide detailed explanation (including impacts) within white paper.

Code Exception?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
-----------------	--------------------------	-------------------------------------

Code Reference: If yes, identify code in box below and provide detailed explanation (including impacts) within white paper.

Related Enacted Ordinances?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
-----------------------------	--------------------------	-------------------------------------

Code Reference: If yes, identify related code section(s) and ordinance reference number in the box below and provide detailed explanation and any changes necessary within white paper.

ACTION ITEMS CONTINUED: Purpose / Check List. If "Yes" please provide detail by attaching justification, and code provisions for each.

ACTION ITEMS:

	Yes	No
Continuation of Grant?	x	

Explanation: How will the funds be used? Does the funding require a match? Is the funding for a specific time frame and/or multi-year? If multi-year, note year of grant? Are there long-term implications for the General Fund?

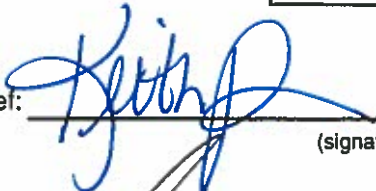
These funds will be used to mitigate a flood-prone property. There is a 10% local match requirement for these funds. The period of performance will not exceed 540 days for this grant project. The property will require landscape and annual recurring maintenance costs, to be provided by the proprietor of the property at 10253 Shark Road East.

Surplus Property Certification?		x
Reporting Requirements?	x	


Attachment: If yes, attach appropriate form(s).

Explanation: List agencies (including City Council / Auditor) to receive reports and frequency of reports, including when reports are due. Provide Department (include contact name and telephone number) responsible for generating reports.

Consistent with 2 C.F.R. §200.328, the Sub-Recipient (City of Jacksonville) shall provide the Florida Division of Emergency Management (FDEM) with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all 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 FDEM. Quarterly Reports to be provided by the Emergency Preparedness Division. Noah Ray, Program Administrator, (904) 630-7020

Division Chief: 
(signature)

Date: 1/3/20

Prepared By: 
(signature)

Date: 1/3/2020

ADMINISTRATIVE TRANSMITTAL

To: MBRC, c/o Roselyn Chall, Budget Office, St. James Suite 325

Thru: _____

(Name, Job Title, Department)

Phone: _____

E-mail: _____

From: Steve Woodard, Director of Emergency Preparedness

Initiating Department Representative (Name, Job Title, Department)

Phone: (904) 255-3123

E-mail: swoodard@coj.net

Primary Contact: Steve Woodard, Director of Emergency Preparedness

(Name, Job Title, Department)

Phone: (904) 255-3123

E-mail: swoodard@coj.net

CC: Jordan Elsbury, Director of Intergovernmental Affairs, Office of the Mayor

904-630-1825 E-mail: JElsbury@coj.net

COUNCIL MEMBER / INDEPENDENT AGENCY / CONSTITUTIONAL OFFICER TRANSMITTAL

To: Peggy Sidman, Office of General Counsel, St. James Suite 480

Phone: 904-630-4647

E-mail: psidman@coj.net

From: _____

Initiating Council Member / Independent Agency / Constitutional Officer

Phone: _____

E-mail: _____

Primary Contact: Steve Woodard, Director of Emergency Preparedness

(Name, Job Title, Department)

Phone: (904) 255-3123

E-mail: swoodard@coj.net

CC: Jordan Elsbury, Director of Intergovernmental Affairs, Office of the Mayor

904-630-1825 E-mail: JElsbury@coj.net

Legislation from Independent Agencies requires a resolution from the Independent Agency Board approving the legislation.

Independent Agency Action Item:

Yes

No

Boards Action / Resolution?

Attachment: If yes, attach appropriate documentation. If no, when is board action scheduled?

FACT SHEET IS REQUIRED BEFORE LEGISLATION IS INTRODUCED

Agreement Number: B0072
 Project Number: FMA-PJ-04-FL-2018-009

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.74, “pass-through entity” means “a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.93, “Sub-Recipient” means “a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.38, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.92, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	<u>City of Jacksonville</u>
Sub-Recipient's unique entity identifier:	<u>59-6000344</u>
Federal Award Identification Number (FAIN):	<u>EMA-2019-FM-E001</u>
Federal Award Date:	<u>10/07/19</u>
Subaward Period of Performance Start and End Date:	<u>DOE – 04/01/22</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$175,591.52</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$175,591.52</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$175,591.52</u>
Federal award project description (see FFATA):	<u>Mitigation Reconstruction of RL Home</u>
Name of Federal awarding agency:	<u>Federal Emergency Management Agency</u>
Name of pass-through entity:	<u>Florida Division of Emergency Management</u>
Contact information for the pass-through entity:	<u>David.mcCune@em.myflorida.com</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.029 Flood Mitigation Assistance</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

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 City of Jacksonville, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

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

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

David McCune, Project Manager
2555 Shumard Oak Blvd
Tallahassee, FL 32399-2100
Telephone: (850) 815-4525
Email: David.mccune@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Sam Mousa, Chief Administrative Officer
117 W. Duval Street
Jacksonville, FL 32202
Telephone: (904) 630-2489
Email: smousa@coj.net

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 to the other party.

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

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.

(7) SCOPE OF WORK

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

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on April 1, 2022, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. 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 either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is \$175,591.52
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any

false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a “performance goal”, which is defined in 2 C.F.R. §200.76 as “a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared.” It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient “relate financial data to performance accomplishments of the Federal award.”

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 (“Compensation—personal services”) and 2 C.F.R. §200.431 (“Compensation—fringe benefits”). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as “allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages.” Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b),

Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
 - ii. Participation of the individual in the travel is necessary to the Federal award.
- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.
 - j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:
 - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
 - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10)RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) fiscal years from the date of

completion of grant cycle or project. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three,

basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. 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, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-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.

(11)AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R.

§200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-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 Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12)REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all 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, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

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

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13)MONITORING

a. The Sub-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.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-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 Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-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 Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient 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, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, 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, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-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.

(15) 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 terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); 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 if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-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. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-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 Sub-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 (3) 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 Sub-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:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

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

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-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.

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 Sub-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 Sub-Recipient.

(17) 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 Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, 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 Sub-Recipient with thirty calendar day's 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 Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the

notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-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 Sub-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.

g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;
- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
- viii. Engage in any arbitrary action during the procurement process; or,
- ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

i. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

l. For each subcontract, the Sub-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, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

(19)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:
- i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Scope of Work
 - iii. Attachment B – Program Statutes and Regulations
 - iv. Attachment C – Statement of Assurances
 - v. Attachment D – Request for Advance or Reimbursement
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Quarterly Report Form
 - viii. Attachment G – Warranties and Representations
 - ix. Attachment H – Certification Regarding Debarment
 - x. Attachment I – Federal Funding Accountability and Transparency Act
 - xi. Attachment J – Mandatory Contract Provisions

(20)PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. 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. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. 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 grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. 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 (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21) REPAYMENTS

a. 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

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-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.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-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 are 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 Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-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. The Sub-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.

e. 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.

f. Any Sub-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:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. 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;

iii. 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 (22) f. ii. of this certification; and,

iv. 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.

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

h. In addition, the Sub-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 Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-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.

k. 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 Sub-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.

I. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. 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.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-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.

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

iii. The Sub-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 Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is 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.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-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 Sub-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 Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-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 Sub-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 (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-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 Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared

ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory

assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

- i. **Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- ii. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30)SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

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

(31)BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

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

(32)CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33)ASSURANCES

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

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

SUB-RECIPIENT: City of Jacksonville

By: _____

Name and Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Jared Moskowitz, Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: Federal Emergency Management Agency: Flood Mitigation Assistance

Catalog of Federal Domestic Assistance title and number: 97.029

Award amount: \$175,591.52

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Acquisition of hazard prone properties
 - Retrofitting of existing buildings and facilities
 - Elevation of flood prone structures
 - Retrofitting of existing buildings and facilities for shelters
 - Mitigation Planning Project
 - Localized Minor Drainage Improvement
 - Intermediate Stormwater Drainage System
 - Major Flood Control Drainage System
 - Generators for Critical Facilities
 - Other projects that reduce future disaster losses
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

**Attachment A
Scope of Work and Budget**

Homeowner: Demmi Jo Murphy
Property Address: 10253 Shark Road E., Jacksonville, FL 32226

STATEMENT OF PURPOSE

The purpose of this Scope of Work (SOW) is mitigation reconstruction of one residential property located at 10253 Shark Road E., Jacksonville, FL 32226; funded through the Flood Mitigation Assistance Grant Program (FMA) FMA-PJ-04-FL-2018-009 as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Jacksonville, agrees to administer and complete the project per the 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 Flood Mitigation Assistance Grant Program (FMA) project, the Sub-Recipient proposes to demolish one residential structure and to construct a new elevated structure having the first floor elevation at least one foot above the Base Flood Elevation (BFE) in compliance with local ordinances. The square footage of a resulting structure shall be no more than 10 percent greater than the finished living floor area of the original structure. The electrical and mechanical equipment outside of the structure will also be elevated in compliance with current Codes and Standards.

The new elevated structure should comply with the National Flood Insurance Program requirements, the Florida Building Code and all applicable local codes and permitting requirements. The areas below the lowest floor must be used solely for parking of vehicles, building access or storage.

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 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.

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 monitor and manage the demolition and construction of each property subjected to or in danger of repetitive damage. The project shall be implemented in accordance with the approved scope of work previously 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 project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by a qualified engineer. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

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 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 for closeout shall include:

- a) A copy of the Local Building Official Inspection Report and Final Approval, as applicable.
- b) A copy of the Certificate of Occupancy issued by the local authority.
- c) A copy of Elevation Certificate before mitigation, if available.
- d) A copy of the Elevation Certificate after mitigation.
- e) As-built drawings showing that the square footage of the newly constructed and elevated structure does not exceed 10 percent of the original living square footage.
- f) All Product Specifications/Data Sheets(s) (technical standards) satisfying protect requirements on all products utilized, as applicable.

- g) 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 (h), below, and that they will maintain flood insurance.
 - 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."
 - a) 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.
 - (j) Copies of any permits that were required prior to 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 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.
 - (l) Letter verifying that unusable equipment, debris, and materials were disposed of in an approved manner and location. The letter shall also include 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 to the requirements and to the satisfaction of the governing local, state, and federal agencies.
 - (m) Letter verifying if any asbestos containing material, lead-based paint, or other toxic materials were found during construction 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 asbestos containing materials were taken to an authorized landfill for such materials shall be provided, if applicable.
 - (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 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, 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.

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. 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 for this project consists of demolishing one existing residential structure located at 10253 Shark Road E., Jacksonville, FL 32226, to construct a new elevated structure having the first floor elevation at least one foot above the Base Flood Elevation (BFE) in compliance with local ordinances. The square footage of a resulting structure shall be no more than 10 percent greater than the finished living floor area of the original structure.

The new elevated structure should comply with the National Flood Insurance Program requirements, the Florida Building Code and all applicable local codes and permitting requirements. The areas below the lowest floor must be used solely for parking of vehicles, building access or storage.

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.

PROJECT CONDITIONS AND REQUIREMENTS:

A) 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 Certificate of Occupancy issued by the local authority and/or a copy of the 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.
- 5) The Sub-Recipient shall provide as-built drawings showing that the square footage of the newly constructed and elevated structure does not exceed 10 percent of the original square footage.
- 6) The Sub-Recipient shall submit all Product Specifications/Data Sheet(s) (technical standards) satisfying protect requirements on all products utilized.
- 7) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 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.

B) Environmental:

- 1) 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.
- 2) Any change, addition or supplement to the approved 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 resubmission to the Division and FEMA for National Environmental Protection Act (NEPA) re-evaluation before starting project work.
- 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.
- 4) 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.
- 5) 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,

Sub-recipient 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.

- 6) If any asbestos containing material, lead-based paint, or other toxic materials are found during construction activities, the Sub-Recipient shall comply with all federal, state, and local abatement and disposal requirements. The Sub-Recipient shall provide Notice of Demolition or Asbestos Renovation forms and confirmation that any asbestos containing materials were taken to an authorized landfill for such materials. Verification of compliance is required at project closeout.
- 7) 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.

C) Programmatic:

- 1) The square footage of a resulting structure shall be no more than 10 percent greater than the finished living floor area of the original structure. The new construction shall not exceed the new finished living floor area for each property as provided below:
10253 Shark Road E., Jacksonville, FL 32226 - Current Area - 1440 ft², New Area ≤ 1584 ft².
- 2) 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.
- 3) Pursuant to 44 CFR 13(c), the Sub-Recipient shall obtain prior written approval from the Division and FEMA for any budget revision that would result in a need for additional funds to the overall project amount. Furthermore, the Sub-Recipient shall receive written approval from the Division for any budget revision of less than 10% in any given budget line item, as long as the overall amount of the funds obligated under this Agreement is not increased.
- 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 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:	\$175,591.52	(84.16189351%)
Local Share:	\$33,043.90	(15.83810649%)
Total Project Costs:	\$208,635.42	(100%)

***Line Item Budget**

10253 Shark Rd. E.	Total Project Cost	Federal Share 90%	Local Share 10%
*Construction Costs	\$180,200.40	\$150,000.00	\$30,200.40
Pre/Post Construction Costs	\$4,300.00	\$3,870.00	\$430.00
Architectural Engineering	\$10,000.00	\$9,000.00	\$1,000.00
Temporary Living Expenses	\$4,200.00	\$3,780.00	\$420.00
Sub-applicant Management	\$9,935.02	\$8,941.52	\$993.50
Total Project Costs	\$208,635.42	\$175,591.52	\$33,043.90

***NOTE: FEMA will only pay \$150,000 in construction costs. The Homeowner is responsible for construction costs in excess of \$150,000.00. As a result, the line items in the construction budgets above will not calculate to the exact percentage indicated. Also, Total Project Costs will, in turn, not equal the percentages indicated.**

**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:

City/Homeowner Agreement	90 Days
Architectural Design/Engineering Plans	30 Days
Permitting	90 Days
Construction	270 Days
Final Inspection/Closeout	60 Days
Total:	540 Days

This is FEMA project number FMA-PJ-04-FL-2018-009, City of Jacksonville Mitigation Reconstruction of RL Home. The Period of Performance (POP) for this project shall end on **April 1, 2022**.

**Attachment B
Program Statutes and Regulations**

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State 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 cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes

- (14) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-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 Sub-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 Sub-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 Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-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 Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-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 Sub-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 Sub-recipient, this assurance shall obligate the Sub-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 Sub-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/governmenta/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 Sub-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 Sub-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 Sub-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 Sub-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 Sub-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 Sub-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 Sub-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 Sub-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 Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.
- (6) The Sub-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 Sub-recipient acknowledges that FEMA may require the Sub-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 Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all

reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-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 Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect 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 Sub-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 Sub-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 Sub-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
HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: City of Jacksonville

REMIT ADDRESS: 117 W. Duval Street

CITY: Jacksonville STATE: FL ZIP CODE: 32202

PROJECT TYPE: Mit. Recon PROJECT #: FMA-PJ-04-FL-2018-009

PROGRAM: FMA CONTRACT #: B0072

APPROVED BUDGET: _____ FEDERAL SHARE: _____ MATCH: _____

ADVANCED RECEIVED: N/A AMOUNT: _____ SETTLED? _____

Invoice Period: _____ To _____ Payment #: _____

Eligible Amount 100% (Current Request)	Obligated Federal Amount ____%	Obligated Non- Federal ____%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME / TITLE: _____ DATE: _____

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

**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: City of Jacksonville PAYMENT #: _____
 PROJECT TYPE: Mit. Recon PROJECT #: FMA-PJ-04-FL-2018-009
 PROGRAM: FMA CONTRACT #: B0072

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
9					
<i>This payment represents</i>				<i>%</i>	<i>completion of the project.</i>
				TOTAL	

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

**Attachment E
JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT: City of Jacksonville

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.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for 90 days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example 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 as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period 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
HAZARD MITIGATION GRANT PROGRAM
QUARTERLY REPORT FORM

Instructions: Complete and submit this form to the appropriate Project Manager within 15 days of each quarter's end date.

SUB-RECIPIENT: City of Jacksonville PROJECT #: FMA-PJ-04-FL-2018-009
PROJECT TYPE: Mit. Recon CONTRACT #: B0072
PROGRAM: FMA QUARTER ENDING: _____

Advance Payment Information:

Advance Received N/A Amount: \$ _____ Advance Settled? Yes No

Provide reimbursement Projections for this project (projections may change):

Jul-Sep 20 \$ _____ Oct-Dec 20 \$ _____ Jan-Mar 20 \$ _____ Apr-Jun 20 \$ _____

Target Dates:

Contract Initiation Date: _____ Contract Expiration Date: _____
Estimated Project Completion Date: _____

Project Proceeding on Schedule? Yes No (If No, please describe under Issues below)

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

Describe Milestones achieved during this quarter:

Provide a Schedule for the remainder of work to project completion: (Milestones from Contract with estimated dates)

<u>Milestone</u>	<u>Date</u>

Describe Issues or circumstances affecting completion date, milestones, scope of work, and/or 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.

Person Completing Form:

Phone:

~ To be completed by Division staff ~

Date Reviewed: _____ Reviewer: _____

Actions:

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Business Hours

The Sub-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 - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

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

Attachment H

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

Subcontractor Covered Transactions

- (1) The prospective subcontractor, _____ of the Sub-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 Sub-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

Date

City of Jacksonville
Sub-Recipient's Name

B0072
DEM Contract Number

FMA-PJ-04-FL-2018-009
FEMA Project Number

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: FMA-PJ-04-FL-2018-009
FUNDING AGENCY: Federal Emergency Management Agency
AWARD AMOUNT: \$175,591.52
OBLIGATION/ACTION DATE: October 7, 2019
SUBAWARD DATE (if applicable): _____

DUNS#: 04076698
DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: _____
DBA NAME (IF APPLICABLE): _____
PRINCIPAL PLACE OF BUSINESS ADDRESS: _____
ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY DUNS# (if applicable): _____
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

The Project Scope of Work goes here _____

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes No

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes No

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/execomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or

materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) 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 (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 190.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 190 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.222 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHES)

A. GENERAL.

This appendix provides criteria for identifying and computing indirect (or indirect (F&A) rates at IHES (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to

Project Estimated Budget - 10253 Shark Road East

Funding Summary		
Federal Share:	\$175,591.52	90%
*Local Share:	\$33,043.90	10%
Total Project Costs	\$208,635.42	100%

					Line Items	Total	Federal Share	Local Share
Permit Fees, Elev. Cert, Inspection, Surveys								
Geotechnical Exploration - Core Samples	Preliminary Expense	1.00	Each	\$2,800.00	\$4,300.00	\$3,870.00	\$430.00	
Elev. Cert			\$500.00					
Permits			\$1,000.00					
Planning, Design & Construction Plans								
Design & Engineering	Architectural Engineering Basic Fees	1.00	Each	\$10,000.00	\$10,000.00	\$9,000.00	\$1,000.00	
Construction/Project Management								
Sub-Applicant Management Costs	Administrative Expense	1.00	Each	\$9,935.02	\$9,935.02	\$8,941.52	\$993.50	
Temporary living & storage								
Living and Storage	Living and Storage		4 Mo.	\$4,200.00	\$4,200.00	\$3,780.00	\$420.00	
Building Elevation - Construction Costs						#####	\$150,000.00	\$30,200.40
Helical Piers - Materials, Install, Mobilization	Construction And Project Improvement	1.00	Each	\$24,700.00				
Pile Installation Monitoring, Review	Architectural Engineering Basic Fees	1.00	Each	\$1,537.00				
Disconnection of Utilities (Electrical)	Construction And Project Improvement	1.00	Each	\$4,610.00				
Disconnection of Utilities (Cooling)	Construction And Project Improvement	1.00	Each	\$1,750.00				
Preparation and Raise House (Equipment/Labor)	Construction And Project Improvement	1.00	Each	\$5,200.00				
Replacement Home (Includes Plumbing)	Construction And Project Improvement	1.00	Each	\$141,720.00				
Scaffolding	Construction And Project Improvement	1.00	Each	\$683.40				
Demolition	Construction And Project Improvement	1.00	Each	\$6,900.00				
* NOTE: FEMA will only pay \$150,000 in construction costs. The Homeowner is responsible for construction costs in excess of \$150,000.00. As a result, the line items in the construction budgets above will not calculate to the exact percentage indicated and Total Project Costs will not equal the percentages indicated.					#####	\$175,591.52	\$33,043.90	

**FLOOD MITIGATION ASSISTANCE GRANT AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
DEMMI JO MURPHY**

THIS FLOOD MITIGATION ASSISTANCE GRANT AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____ (hereinafter referred to as the “Effective Date”) by and between the **CITY OF JACKSONVILLE, FLORIDA**, (hereinafter referred to as the “City” or referred to as “Grantee,” “Recipient,” or “Applicant” in the attachments) and **DEMMI JO MURPHY**, whose address is 10253 Shark Road East, Jacksonville, Florida 32226 (hereinafter referred to as the “Owner” or referred to as “Property Owner” “Sub-Grantee” or “Sub-Applicant” in the attachments).

WHEREAS, the United States Congress, through an appropriation to the Federal Emergency Management Agency (FEMA), has made available to City Flood Mitigation Assistance (FMA) funds for flood mitigation projects; and

WHEREAS, the goals of the FMA program include assisting States and communities in implementing flood mitigation projects to reduce the risk of flood damage to National Flood Insurance Program (NFIP) insurable structures; and

WHEREAS, City, on behalf of Owner, has applied for and has had approved FMA program funds (herein the “Program Funds”) to be used to assist Owner in making certain improvements to Owner’s residence, located at 10253 Shark Road East, Jacksonville, Florida, and more particularly described as (the “Property”), whose legal description is:

11-1N-28E 3.241 PT RECD O/R 17270-1463, the Property Appraiser’s Parcel
Identification No. 159683-0155 of the current public records of Duval
County, Florida; and

WHEREAS, the Owner represents that it possesses the requisite skills, knowledge, financial capability, and experience to perform the flood mitigation project on the Property and other activities as provided herein;

WHEREAS, in Ordinance 2020-____ - E, the City Council of Jacksonville approved and authorized the Mayor’s execution of this Agreement; now therefore

IN CONSIDERATION of the premises and mutual covenants contained below and for other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree as follows:

(1) SCOPE OF WORK. REPRESENTATIVE AND WARRANTIES

1.01. City, with the cooperation of Owner, shall fully perform the flood mitigation project attached hereto as **Attachments A, A-1, and A-2** (herein the "Project"), in accordance with the approved scope(s) of work indicated therein (the "Scope of Work"), the allocation of funds indicated therein, and the terms and conditions of this Agreement. City, on behalf of Owner, shall comply with all applicable codes and standards in performing the work under this Agreement.

1.02. Owner represents and warrants that the structure proposed for assistance from this Agreement is currently covered by a flood insurance policy and shall remain so insured for the life of the Property. Owner represents and warrants that the proposed Project described in **Attachment A-2** is cost-effective; i.e., costs no more than the anticipated net present value of the reduction in both direct damages and subsequent negative impacts to the area if future floods were to occur.

1.03. In performing the Scope of Work, Owner and City agree to ensure performance of the Project in accordance with and subject to the conditions and restrictions in **Attachments A-1, A-2, and B**.

(2) FUNDING

2.01. Owner agrees that the monetary amount to mitigate the Property is as detailed in **Attachment A-2**. Owner further agrees that this Agreement is a cost-reimbursement agreement. City shall provide FMA funds in an amount not to exceed \$175,591.52 to assist in the mitigation of the Property. Owner shall be reimbursed for FMA eligible costs up to an amount not to exceed \$175,591.52 incurred in the satisfactory performance of work required to complete the Project. Owner is responsible for a cash or in-kind match from non-federal sources for 10% of the Project's local share up to an amount not to exceed ~~\$17,559.15~~ ~~\$33,043.90~~. This amount may include (1) Owner's cash funds provided to contractors and consultants to carry out approved mitigation activities or (2) cash funds provided by any non-federal source. In accordance with the unified FEMA Hazard Mitigation Assistance Guidance (2015), FEMA will only pay \$150,000 in "construction costs" for the Project. Owner is responsible for construction costs in excess of \$150,000. As a result, the line items in the construction budget will not calculate to the exact percentage indicated. In addition, total Project costs will, in turn, not equal the percentages indicated.

2.02. Allowable costs shall be determined in accordance with 2 CFR Part 225 - Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87), 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Parts 1, 2, 41, and 44), and other applicable FMA program guidance. The reimbursement payment shall be provided subsequent to (1) satisfactory completion of the Project; (2) submittal of required receipts and backup documents to include photographs; (3) receipt of payment by the City of Jacksonville of Program Funds sufficient to fund all reimbursement projects in which the City is participating from the State of Florida, Division of Emergency Management; and, receipt of reimbursement to City from the State. If for any reason City does not receive sufficient funds

from such federal or state sources to fund the reimbursement contemplated herein, in whole or in part, City shall be obligated to Owner only for Owner's pro rata share of allowable funds. Owner shall provide City with all accounting backup, checks, invoices, receipts, and other documentation satisfactory to City to allow payment or reimbursement of funds for work or services performed under this Agreement. A retainage amount of ~~\$17,559.15.~~ \$33,043.90. which is ten percent (10%) of \$175,591.52 (the total Project costs plus construction costs in excess of \$150,000) shall be held by City until such time as the State of Florida has completed its final inspection and given its approval of the Project. Any additional costs in excess of grant award shall be provided by Owner.

2.03. The final payment of funds will be made only after Project completion, submission of all required documentation, and a formal request for final payment. Payment and retention of all funding under this Agreement is subject to final review. If such review identifies payments for ineligible expenses, Owner shall be determined to be in non-compliance with this Agreement and funds shall be repaid by Owner or recaptured by City.

2.04. In recognition that Owner will have and receive full value and benefit from the Project, Owner waives any claim whatsoever to Project funds not received by City from other funding sources for any reason, including failure of City to comply with program requirements, non-appropriation, or any other reason irrespective of City's fault or negligence.

2.05. The amount of funding available for FMA activities is limited by the National Flood Insurance Reform Act, 42 USC 41 04c. The funding provided under this Agreement shall be considered in evaluating eligibility for future FMA funding awards.

2.06. Funds may be recaptured from Owner by City or FEMA in the event of noncompliance with the terms and conditions of this Agreement. Owner consents and agrees that in the event of a final determination of non-compliance, Owner shall immediately remit repayment of the ineligible expenses to City. In the alternative, any other funds due and payable to Owner from either FEMA or City may be retained by FEMA or City for purposes of recapture. Recapture may result from any non-compliance, including but not limited to (1) failure to provide the required matching funds or (2) failure to complete the Project within the specified time or failure to complete the Project in accordance with applicable provisions of this Agreement, FEMA regulations, or other applicable law or guidance. Any Owner who has had funds recaptured under FMA shall be ineligible for future funding for a period of five (5) years from the date the funds were withdrawn.

2.07. The Coastal Barrier Resources Act (COBRA) significantly limits the availability of federal assistance in areas designated within the Coastal Barrier Resources System. Owner represents and warrants that no funds from this Agreement will be utilized in a COBRA designated unit.

2.08. City, on behalf of Owner, will facilitate procurement of goods and services to accomplish the Scope of Work in accordance with 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Parts 1, 2, 41, 44). Owner will provide ten percent (10%) of the funds, plus any construction costs above \$150,000.00, as outlined in the

Agreement.

(3) INCORPORATION OF LAW, RULES, REGULATIONS, AND POLICIES

Both Owner and City shall be governed by applicable federal, state, and local laws, ordinances, rules, and regulations.

(4) PERIOD OF AGREEMENT

The term of this Agreement shall commence upon the Effective Date and shall remain in full force and effect as to its provisions, terms, and conditions until April 1, 2022, unless terminated earlier in accordance with the provisions of Paragraphs 7 or 11 of this Agreement.

(5) MODIFICATION OF CONTRACT

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

(6) RECORDKEEPING, PROCUREMENT, AND PROPERTY MANAGEMENT

6.01. All original records pertinent to this Agreement shall be retained by Owner for three (3) years following the date of termination of this Agreement or of submission of the final close-out report by City, whichever is later, with the following exception:

If any litigation, claim, or audit is started before the expiration of the three-year period and extends beyond the three-year period, the records will be maintained until all litigation, claims, or audit findings involving the records have been resolved.

6.02. All records, including the supporting documentation of all program costs, must be sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work, as described in Attachment A-2, and all other, applicable laws and regulations. Owner agrees to implement and maintain a recordkeeping and financial management system sufficient to meet FEMA and State of Florida financial reporting requirements and to document that FMA funds have been used in accordance with applicable law.

6.03. Owner, its employees, and its agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, must allow access to their records at reasonable times to the City, its employees, and its agents. "Reasonable" shall 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 City. To the extent that Owner uses the services of subcontractors and consultants in the performance of Owner's duties and obligations under this Agreement, this Section 6.03 must be contained in any subcontract or consultant agreement.

(7) REPORTS

7.01. Owner shall keep in close contact with City and will notify City if any contact information or Project circumstance changes. City will issue official letters, call official meetings, and require documentation to be submitted on a periodic basis. Owner will provide a prompt response to City to ensure Project timelines are met and compliance with the state and federal government is achieved.

7.02 If all required documentation and cooperation are not provided by Owner to City, City may withhold further payments until such documentation and cooperation are completed, or City may take such other action as set forth in paragraph 1. City may terminate the Agreement with Owner if reports are not received within thirty (30) days after written notice from City.

7.03. Upon reasonable notice, Owner shall provide such additional Project updates or information as may be required by City. "Reasonable notice" shall be defined as ten (10) business days.

(8) MONITORING

8.01. City, on behalf of Owner, shall constantly monitor the Project performance under this Agreement to ensure that time schedules are being met, the Scope of Work is being accomplished within specified time periods, and other performance goals are being achieved. Such a review shall be made for each function or activity as set forth in **Attachments A-1 and A-2** to this Agreement and the terms and conditions of the Agreement. City may perform on-site or other types of Project monitoring as it deems necessary. Should activities or deliverables be found to be insufficient in meeting the stated terms of this Agreement, City may request explanations, amendments, or further specifications to the submitted report, to which Owner shall promptly respond.

(9) LIABILITY

9.01 Owner agrees to be fully responsible for its own negligent acts or omissions or tortious acts. Nothing herein shall be construed as consent by City or a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

9.02. Owner represents and warrants that hazardous and toxic materials, if present at any locations where the Project will be performed, are at levels within regulatory limits and do not trigger action by the federal, state, or local laws or regulations. Owner further represents and warrants that the presence of any conditions or materials on site which are subject to federal, state, or local laws, ordinances, or regulations (including but not limited to above ground or underground storage tanks or vessels, asbestos, pollutants, irritants, pesticides, contaminants, petroleum products, waste, chemicals, and septic tanks), shall be handled and disposed of in accordance with the pertinent requirements.

(10) GENERAL INDEMNIFICATION

10.01. *General Tort Indemnity.* Owner agrees to and will at all times indemnify, defend, and hold harmless City from, including without limitation, all liability and claims, demands, damages, and costs of every kind and nature, including attorney's fees at trial or appellate levels, and all court costs arising out of injury to or death of persons and damages to or destruction of any and all property, including loss of use thereof resulting from or in any manner arising out of Owner's, its employees,' agents,' contractors,' and/or subcontractors,' or those under its control's performance under this Agreement, excepting only liability resulting from the sole negligence of City. Owner shall, upon request from City, defend and satisfy any and all suits arising from its use of the premises.

10.02. *Environmental Indemnity.* Owner agrees to and will at all times indemnify, defend, and hold harmless the City from, including without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs of cleanup, containment, or other remediation, and all costs for investigation and defense thereof, including but not limited to court costs, reasonable expert witness fees and attorney's fees) arising from or in connection with (a) the actions or activities of Owner, its employees, agents, contractors, and/or subcontractors or those under its control that result in a violation of any environmental law, ordinance, rule, or regulation or that leads to an environmental claim or citation or to damages due to such actions or activities, (b) any environmental, health, and safety liabilities arising out of or relating to the operation or other activities performed in connection with this Agreement by Owner, its employees, agents, contractors, and/or subcontractors, or those under its control at any time on or prior to the day and year first above written, or (c) any bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred, or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction, and deprivation of the use of real property) or other damage of or to any person in any way arising from any hazardous activity conducted by Owner, its employees, agents, contractors, and/or subcontractors or those under its control. City will be entitled to control any remedial action and any proceeding relating to an environmental claim.

10.03. *Violation of Laws Indemnity.* Owner agrees to and will at all times indemnify, defend, and hold harmless the City from, including without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs for investigation and defense thereof, including but not limited to, court costs, reasonable expert witness fees, and attorney's fees) arising from or based upon the violation of any federal, state, or municipal laws, statutes, ordinances, resolutions, rules, or regulations by Owner, its employees, agents, contractors, and/or subcontractors or those under its control.

10.04. *Breach of Representations, Warranties, and Obligations Indemnity.* Owner agrees to and will at all times indemnify, defend, and hold harmless City from, including without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities, and expenses (including all costs for investigation and defense thereof, including but not limited to, court costs, reasonable expert witness fees, and attorney's fees) which may be incurred by, charged to, or recovered from any of the foregoing, arising directly or indirectly out of (a) any breach of any representation or warranty made by Owner, its employees, agents, contractors,

and/or subcontractors or those under its control in connection with this Agreement or in any certificate, document, writing, or other instrument delivered by Owner, its employees, agents, contractors, and/or subcontractors or those under its control pursuant to this Agreement or (b) any breach of any covenant or obligation of Owner, its employees, agents, contractors, and/or subcontractors or those under its control set forth in this Agreement or any other any certificate, document, writing, or other instrument delivered by Owner, its employees, agents, contractors, and/or subcontractors or those under its control pursuant to this Agreement.

(11) DEFAULT. REMEDIES. TERMINATION

11.01. If any of the following events occur (“Events of Default”), all obligations on the part of City to make any further payment of funds hereunder shall, if City so elects, terminate, and City may at its option exercise any of the remedies set forth herein. City may take any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further payment:

11.01.01. If any warranty or representation made by Owner in this Agreement or any previous Agreement with City shall at any time be false or misleading in any respect, or if Owner shall fail to keep, observe, or perform any of the terms or covenants contained in this Agreement or any previous agreement with City, and has not cured such in timely fashion or is unable or unwilling to meet its obligations thereunder;

11.01.02. If Project funds from mortgage lenders or other sources are not received because of defaults in the mortgages, construction loan agreements, or other loan documents used for Owner’s funding of the Project;

11.01.03. If any reports required by this Agreement have not been submitted to City or have been submitted with incorrect, incomplete, or insufficient information;

11.01.04. If Owner fails to perform and complete in a timely fashion any of the Project work required under the Budget and Scope of Work, attached hereto as **Attachment A-2**;

11.01.05. If the necessary funds are not available to fund this Agreement as a result of action by the City, the Legislature, the State of Florida Office of the Comptroller, or the Office of Management & Budget.

11.02. Upon the happening of an Event of Default, City may, at its option, upon written notice to Owner and upon Owner’s failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude City from pursuing any other remedies contained herein or otherwise provided at law or in equity:

11.02.01. Terminate this Agreement, provided that Owner is given at least fifteen days (15) days prior to the written notice of such termination. The notice shall be effective when placed in the United States mail, postage prepaid, by registered or

certified mail-return receipt requested to the address set forth in paragraph 12 herein:

11.02.02. Commence an appropriate legal or equitable action to enforce performance of this Agreement;

11.02.03. Withhold or suspend payment of all or any part of a request for payment;

11.02.04. Exercise any corrective or remedial actions, including but not limited to, requesting additional information from Owner to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising Owner to reimburse City for the amount of costs incurred for any items determined to be ineligible; and,

11.02.05. Exercise any other action or remedies which may be otherwise available under law.

11.03. City may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to: misrepresentation in the grant application; misuse of grant funds; improper accounting for grant funds; fraud; lack of compliance with applicable rules, laws, and regulations; failure to perform in a timely manner; and, refusal by Owner to permit public access to any document, paper, letter, or other material forming part of the Project documents.

11.04. Owner shall return funds to City if found in non-compliance with laws, rules, and regulations governing the use of the funds made available pursuant to this Agreement.

11.05. This Agreement may be terminated by the written mutual consent of both parties.

11.06. Notwithstanding the above, Owner shall not be relieved of its liability to the City by virtue of any breach of Agreement by Owner. City may withhold any payments to Owner from this or any other agreement between Owner and City for purpose of set-off until such time as the exact amount of damages due City from Owner is determined.

(12) NOTICE AND CONTACT

12.01. All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery or first class mail, certified mail or return requested to the representative identified below and the said notification attached to the original of this Agreement.

12.02. The name and address of City's contract manager for this Agreement is:

Noah Ray
Emergency Preparedness Division
515 Julia Street, 4th Floor
Jacksonville, FL 32202
(904) 255-3117

12.03. The name and address of Owner responsible for the administration of this Agreement is:

DEMMI JO MURPHY
10253 Shark Road East
Jacksonville, FL 32226
(904) _____

12.04. In the event that different representatives are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be rendered as provided in this paragraph to the other party.

(13) OTHER PROVISIONS

13.01. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by Owner in the Application, in any subsequent submission or response to City request, or in any submission or response to fulfill the requirements of the Agreement and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall at the option of City and within thirty (30) days of written notice to Owner, cause the termination of this Agreement and the release of City from all its obligations to Owner.

13.02. This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall lie in Duval County. If any provision hereof is in conflict with any applicable statute, ordinance, or rule or is otherwise unenforceable, then such provision shall be deemed severable but shall not invalidate any other provision of this Agreement.

13.03. No waiver by City of any right or remedy granted hereunder or failure to insist on strict performance by Owner shall affect or extend or act as a waiver of any other right or remedy of City hereunder, or affect the subsequent exercise of the same right or remedy by City for any further or subsequent default by Owner. Any power of approval or disapproval granted to City under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

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

(14) FINANCIAL REQUIREMENTS

14.01. Owner agrees to maintain books, reports, records, financial statements, invoices, receipts, supporting documents, statistical records, and any and all other documents pertaining to this

Agreement (collectively the "Records") in whatsoever form or format (including electronic storage media) is reasonable, safe, and sufficient, in order to account for the receipt and expenditure of funds under this Agreement.

14.02. The Records shall be available at all reasonable times for inspection, review, copying, or audit by State personnel and other personnel duly authorized by City, including City's auditor and inspector general offices. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m. local time, Monday through Friday.

14.03. Owner shall also provide City with the Records upon request for the purposes of City's auditing and monitoring the funds awarded under this Agreement.

14.04. Owner must comply with and cooperate in any audits or reports requested by City, and must ensure that all related party transactions are disclosed to auditors.

14.05. Owner shall retain the Records for a period of three (3) years after the date of the submission of the final expenditure report. However, if litigation or an audit has been initiated prior to the expiration of the three-year period, the Records shall be retained until the litigation or audit findings have been resolved.

(15) SUBCONTRACTS

15.01. If City, on behalf of Owner, subcontracts any or all of the work required under this Agreement, City, on behalf of Owner, agrees to provide in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with City.

15.02. City, on behalf of Owner, agrees to provide in the subcontract that the subcontractor shall hold City and Owner harmless against all claims of whatever nature arising out of the subcontractor's performance of work with City.

15.03. Contractual arrangements shall in no way relieve Owner of its responsibility to ensure that all funds issued pursuant to this Agreement are administered in accordance with all state and federal requirements.

(16) ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto for the work to be performed and furnished by either party hereunder. No statement, representation, writing, understanding, agreement, course of action, or course of conduct made by either party or any representative of either party which is not expressed herein shall be binding.

(17) ATTACHMENTS

17.01. All attachments to this Agreement are incorporated as if set out fully herein.

17.02. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

17.03. This Agreement has the following attachments:

Attachment A-1	FEMA Federally Funded Subaward and Grant Agreement
Attachment A-2	Budget and Scope of Work for Individual Residence
Attachment B	Program Statutes and Regulations
Attachment C	Statement of Assurances

(18) STANDARD CONDITIONS

18.01. Owner agrees to be bound by the following standard conditions:

18.01.01. The State of Florida's and the City's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Legislature and subject to any modification in accordance with Chapter 216 and Section 252.37, F.S. or the Florida Constitution.

18.01.02. If otherwise allowed under this Agreement, extension of an Agreement for contractual services shall be in writing for a period not to exceed three (3) months and shall be subject to the same terms and conditions set forth in the initial Agreement. There shall be only one extension of the Agreement unless the failure to meet the criteria set forth in the Agreement for completion is due to events beyond the control of the Owner. Any extension of the Agreement is conditional and based upon the willingness of the state and federal agencies to extend their agreements with City to accommodate an extension of this Agreement.

18.01.03 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 and shall include supporting documentation, including photographic evidence of work completed, when applicable.

(19) STATE LOBBYING PROHIBITION

No funds or resources received from City in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or the City of Jacksonville.

(20) LEGAL AUTHORIZATION

Owner certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement. Owner also certifies that the undersigned possesses the authority to legally execute and bind Owner to the terms of this Agreement, and that the undersigned are all persons having legal or equitable title to the property on which the Project is

being accomplished.

(21) ASSURANCES

Owner shall, as applicable, comply with the Statement of Assurances incorporated as **Attachment C**. Failure of Owner to comply with the Program Statutes, Executive Orders, agreements, and regulations in **Attachment C** of this Agreement shall be cause for the immediate suspension of payments or the immediate termination of this Agreement.

(22) SECTION HEADINGS

Section headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

(23) CONSTRUCTION

Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as "*Fortius Contra Proferentem*" shall not be applied to the interpretation of this Agreement.

[Remainder of page intentionally left blank. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their undersigned representatives on the day and year first above written.

OWNER:

By: Demmi Jo Murphy
Print Name: DEMMI JO MURPHY
Date: April 1, 2020

ATTESTED:

CITY OF JACKSONVILLE, a
Florida municipal corporation

By: _____
James R. McCain, Jr.
Corporation Secretary

By: _____
Lenny Curry
Mayor

(SEAL)

In accordance with the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

Director of Finance
City of Jacksonville Contract No.: _____

FORM APPROVED:

By: _____
Office of General Counsel

Item 06

**City of Jacksonville, Florida
Request for Budget Transfer Form**

FIRE AND RESCUE

Department or Area Responsible for Contract / Compliance / Oversight

N/A

Council District(s)

Reversion of Funds: _____
(if applicable) Subfund / Indexcode / Subobject / Project Prj-Dtl / Grant Grt-Dtl

Fiscal Yr(s) of carry over (all-years funds do not require a carryover)

Section of Code Being Waived (if applicable): _____

CIP (yes or no): No

Justification for Waiver

Justification for / Description of Transfer:

Appropriate donation received from the Riverview Lake-Forest Volunteer Fire Department to procure thermal imaging cameras for various Fire Stations.

Budget: Accounting to move actuals From 00111.121003.369050

Total Amount Appropriated: \$10,619.66

FD_ CC_ AC_

CITY COUNCIL

Requesting Council Member: _____

CM's District: _____

Requesting Council Member: _____

CM's District: _____

Prepared By: _____

Ordinance: _____

OFFICE OF THE MAYOR

BUDGET ORDINANCE TRANSFER DIRECTIVE

TD / BT Number: BT 20-059

	Date Rec'd.	Date Paid	Approved	Disapproved
Department Head			<i>[Signature]</i>	
Mayor's Office				
Accounting Division	<i>4-22-20</i>	<i>4-22-20</i>	<i>[Signature]</i>	
Budget Division	<i>4-27-20</i>			

Date of Action By Mayor: _____

Approved: _____

Division Chief: Keith Powers, Director/Fire Chief

Date Initiated: 2/20/20

Prepared By: April Mitchell

Phone Number: 630-0209

Initiated / Requested By (if other than Department): _____

Budget Transfer Line Item Detail

* This element of the account string is titled project but it houses both projects and grants.

TRANSFER FROM: (Revenue line items in this area are being appropriated and expense line items are being de-appropriated.)

					Accounting Codes						
				Total:							
Rev Exp	Fund Title	Activity / Grant / Project Title	Line Item / Account Title	Amount	Fund	Center	Account	Project *	Activity	Interfund	Future
Rev	General Fund Operating	Fire Operations	Contributions From Private Sources	\$10,619.66	00111	123004	366020	000000	00000000	00000	0000000

TRANSFER TO: (Revenue line items in this area are being de-appropriated and expense line items are being appropriated.)

					Accounting Codes						
				Total:							
Rev Exp	Fund Title	Activity / Grant / Project Title	Line Item / Subobject Title	Amount	Fund	Center	Account	Project *	Activity	Interfund	Future
Exp	General Fund Operating	General Fund/GSD	Specialized Equipment	\$10,619.66	00111	123004	564290	000000	00000000	00000	0000000

LEGISLATIVE FACT SHEET

DATE: 02/20/20

BT or RC No: BT20-059
(Administration & City Council Bills)

SPONSOR: Fire and Rescue Department
(Department/Division/Agency/Council Member)

Contact for all inquiries and presentations: Director/Fire Chief

Provide Name: Keith Powers

Contact Number: 904-630-7868

Email Address: kpowers@coj.net

PURPOSE: White Paper (Explain Why this legislation is necessary? Provide; Who, What, When, Where, How and the Impact.) Council Research will complete this form for Council introduced legislation and the Administration is responsible for all other legislation.

(Minimum of 350 words - Maximum of 1 page.)

Appropriate donation received from the Riverview Lake-Forest Volunteer Fire Department to procure thermal imaging cameras for various Fire Stations. The Riverview Lake-Forest Volunteer Fire Department generously donated \$10,619.66 to the Jacksonville Fire and Rescue Department. This donation will be used to procure life-saving thermal imaging cameras which allow Firefighters to see a heat signature of visually obscured victims trapped by Fire.

APPROPRIATION: Total Amount Appropriated: \$10,619.66 as follows:
List the source name and provide Object and Subobject Numbers for each category listed below:

(Name of Fund as it will appear in title of legislation)

Name of Federal Funding Source(s)	From: _____	Amount: _____	
	To: _____	Amount: _____	
Name of State Funding Source(s)	From: _____	Amount: _____	
	To: _____	Amount: _____	
Name of City of Jacksonville Funding Source(s)	From: _____	Amount: _____	
	To: _____	Amount: _____	
Name of Contribution(s):	From: Contributions from Private Sources	Amount: \$10,619.66	
	To: Specialized Equipment	Amount: \$10,619.66	

Name & Number of Bond Account(s):	From: _____	Amount: _____
	To: _____	Amount: _____

PLAIN LANGUAGE OF APPROPRIATION / FINANCIAL IMPACT / OTHER:

Explain: Where are the funds coming from, going to, how will the funds be used? Does the funding require a match? Is the funding for a specific time frame? Will there be an ongoing maintenance? ... and staffing obligation? Per Chapters 122 & 106 regarding funding of anticipated post-construction operation costs.

(Minimum of 350 words - Maximum of 1 page.)

Appropriate donation received from the Riverview Lake-Forest Volunteer Fire Department in the amount of \$10,619.66 to procure Thermal Imaging Cameras. There is no match required, no specific time frame required and no on-going maintenance or staffing obligation is required.

ACTION ITEMS: Purpose / Check List. If "Yes" please provide detail by attaching justification, and code provisions for each.

ACTION ITEMS:

Emergency? **Yes** **No**

Justification of Emergency: If yes, explanation must include detailed nature of emergency.

Federal or State Mandate?

Explanation: If yes, explanation must include detailed nature of mandate including Statute or Provision.

Fiscal Year Carryover?

Note: If yes, note must include explanation of all-year subfund carryover language.

CIP Amendment?

Attachment: If yes, attach appropriate CIP form(s). Include justification for mid-year amendment.

Contract / Agreement Approval?

Attachment & Explanation: If yes, attach the Contract / Agreement and name of Department (and contact name) that will provide oversight. Indicate if negotiations are on-going and with whom. Has OGC reviewed / drafted?

Related RC/BT?

Attachment: If yes, attach appropriate RC/BT form(s).

Waiver of Code?

Code Reference: If yes, identify code section(s) in box below and provide detailed explanation (including impacts) within white paper.

Code Exception?

Code Reference: If yes, identify code in box below and provide detailed explanation (including impacts) within white paper.

Related Enacted Ordinances?

Code Reference: If yes, identify related code section(s) and ordinance reference number in the box below and provide detailed explanation and any changes necessary within white paper.

ACTION ITEMS CONTINUED: Purpose / Check List. If "Yes" please provide detail by attaching justification, and code provisions for each.

ACTION ITEMS:

	Yes	No
Continuation of Grant?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

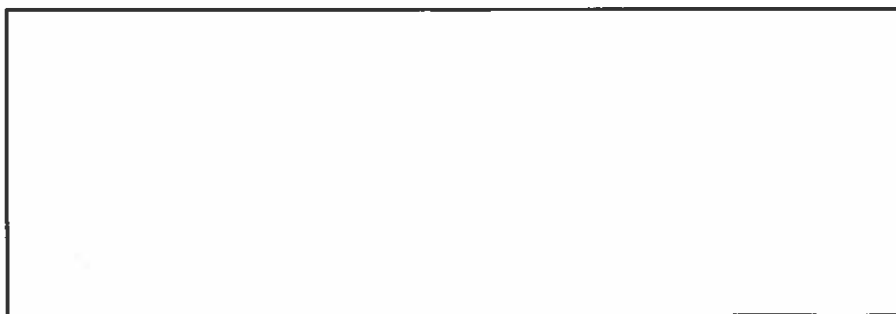
Explanation: How will the funds be used? Does the funding require a match? Is the funding for a specific time frame and/or multi-year? If multi-year, note year of grant? Are there long-term implications for the General Fund?

Surplus Property Certification?

Attachment: If yes, attach appropriate form(s).

Reporting Requirements?

Explanation: List agencies (including City Council / Auditor) to receive reports and frequency of reports, including when reports are due. Provide Department (include contact name and telephone number) responsible for generating reports.



Division Chief: _____
(signature)

Date: _____

Prepared By: _____
(signature)

Date: _____

ADMINISTRATIVE TRANSMITTAL

To: MBRC, c/o Roselyn Chall, Budget Office, St. James Suite 325

Thru: _____

(Name, Job Title, Department)

Phone: _____

E-mail: _____

From: Keith Powers, Director/Fire Chief

Initiating Department Representative (Name, Job Title, Department)

Phone: (904) 630-7868

E-mail: kpowers@coj.net

Primary Contact: Keith Powers, Director/Fire Chief

(Name, Job Title, Department)

Phone: 904-630-0209

E-mail: kpowers@coj.net

CC: Jordan Elsbury, Director of Intergovernmental Affairs, Office of the Mayor

904-630-1825 E-mail: JElsbury@coj.net

COUNCIL MEMBER / INDEPENDENT AGENCY / CONSTITUTIONAL OFFICER TRANSMITTAL

To: Peggy Sidman, Office of General Counsel, St. James Suite 480

Phone: 904-630-4647

E-mail: psidman@coj.net

From: _____

Initiating Council Member / Independent Agency / Constitutional Officer

Phone: _____

E-mail: _____

Primary

Contact: (Name, Job Title, Department)

Phone: _____

E-mail: _____

CC: Jordan Elsbury, Director of Intergovernmental Affairs, Office of the Mayor

904-630-1825 E-mail: JElsbury@coj.net

Independent Agency Action Item:

Yes

No

Boards Action / Resolution?

Attachment: If yes, attach appropriate documentation. If no, when is board action scheduled?

FACT SHEET IS REQUIRED BEFORE LEGISLATION IS INTRODUCED

Item 07



ONE CITY. ONE JACKSONVILLE.

City of Jacksonville, Florida

Lenny Curry, Mayor

City Hall at St. James
117 W. Duval St.
Jacksonville, FL 32202
(904) 630-CITY
www.coj.net

MEMORANDUM

TO: Brian Hughes, Chairman, MBRC

FROM: Kirk Wendland, Executive Director, Office of Economic Development

SUBJECT: Project Academy *Kirk Wendland*

DATE: April 22, 2020

OED is requesting MBRC consideration at your April 27, 2020 meeting to authorize the introduction of a Resolution to the City Council at their May 12, 2020 meeting to authorize the Mayor and Corporate Secretary to execute an Economic Development Agreement (EDA) by and between the City and Project Academy. The legislation will include the EDA.

Attached for MBRC review and consideration are the following:

- Summary of Project Academy
- Legislative Fact Sheet



ONE CITY. ONE JACKSONVILLE.

City of Jacksonville, Florida

Lenny Curry, Mayor

City Hall at St. James
117 W. Duval St.
Jacksonville, FL 32202
(904) 630-CITY
www.coj.net

CONFIDENTIAL
Project Academy
Summary
April 22, 2020

Company:

Project Academy

Background:

Project Academy is a multi-national manufacturer evaluating establishing a facility in the Southeast United States. Port cities in Alabama, Georgia, Florida, South Carolina and Virginia are being evaluated. Jacksonville is the only Florida city being considered at this time. Academy has indicated that time is of the essence and financial incentives are a material factor in their location decision. The project could result in the creation of up to 300 new jobs within five years. The average annual wage of the jobs projected is \$59,146, plus benefits valued at 35% of the average wage. The projected average wage is 119% of the average wage in Florida and qualifies for the Qualified Target Industry (QTI) Tax Refund Program. The QTI Program is scheduled to sunset on June 30, 2020. Therefore, time is of the essence to utilize the QTI Program.

The QTI program would provide for a \$5,000 per job tax credit totaling up to \$1,500,000. The City of Jacksonville is required to provide a 20% match to participate in the QTI Program. The City match requirement is \$1,000 per job totaling up to \$300,000. The QTI incentive is administered by the Florida Department of Economic Opportunity and the benefit is paid out in increments of 25% per year after the job is created and the wage is verified. Based upon the job creation schedule the QTI payout would extend from 2021 – 2028.

Because of the short time period to utilize the QTI Program, Academy has not finalized their site decision. The preferred site is located within Census Tract 174, a designated Level 2 Distress Area within Downtown. Academy seeks to purchase or lease the preferred site and the negotiations have not been finalized. It is anticipated however, that the incentive package necessary for Academy to select Jacksonville as their preferred site would also require the utilization of the City of Jacksonville Recaptured Enhanced Value (REV) Grant estimated to equal 50% of the incremental increase in ad valorem and tangible personal property taxes generated from the proposed capital investment for a 10 year period after Academy has taken possession of the site and completes their schedule of proposed improvements and the installation of the machinery, equipment, furniture, fixtures and leasehold improvements have been completed sufficient to begin their manufacturing operations. The estimated value of the private capital investment net of land cost is in excess of \$40 million, comprising real property or leasehold improvements, manufacturing equipment and furniture fixtures and equipment.

Due to the time constraints related to the sunset of the QTI program, Project Academy will be submitted in two separate pieces of legislation. The first is requesting approval for the City's participation in the QTI program. Once the exact site configuration is determined, subsequent legislation will be submitted by DIA for approval of a REV Grant. The specifics of the REV Grant will be presented therein.

Project Academy has indicated that State of Florida and City of Jacksonville financial incentives are a material factor in their decision to locate in Jacksonville.

No. of Jobs To Be Created	Capital Investment	Intangibles
Up to 300 new jobs @ an average wage of \$59,146 plus benefits, 119% of the State of Florida Average Wage no later than Dec. 31, 2024.	Estimated to be in excess of \$40 million net of cost of real property.	Supports the establishment of a target industry business in Jacksonville increasing the manufacturing base.

Project Rationale & Benefits:

1. Supporting Project Academy will expand Jacksonville’s advanced manufacturing base creating up to 300 new highly skilled jobs within five years after the facility improvements are completed; machinery and equipment has been installed and production begins.
2. The annual payroll resulting from the creation of 300 new full-time jobs at an average annual wage of \$59,146 is \$17.7 million (excluding benefits).
3. The project will result in a private capital investment in excess of \$40 million within a Level 2 Distress Area and located within Downtown Jacksonville.

Project Incentives:

State of Florida proposes to provide:

- QTI job tax credit of \$5,000 per job created up to \$1,500,000 of which the State of Florida portion is 80% totaling up to \$1,200,000; and

City of Jacksonville proposes to provide:

- QTI 20% match of \$1,000 per job created up to \$300,000; and
- Recaptured Enhanced Value (REV) Grant to be submitted under separate legislation.

LEGISLATIVE FACT SHEET

DATE: 04/20/20

BT or RC No: _____
(Administration & City Council Bills)

SPONSOR: Office of Economic Development
(Department/Division/Agency/Council Member)

Contact for all inquiries and presentation: Office of Economic Development

Provide Name: Ed Randolph, Director of Business Development Operations

Contact Number: 255-5450

Email Address: edr@coj.net

PURPOSE: White Paper (Explain Why this legislation is necessary? Provide; Who, What, When, Where, How and the Impact.) Council Research will complete this form for Council introduced legislation and the Administration is responsible for all other legislation. (Minimum of 350 words - Maximum of 1 page.)

Project Academy is a multi-national manufacturer evaluating establishing a facility in the S. E. United States. Port cities in Alabama, Georgia, Florida, South Carolina and Virginia are being evaluated. Jacksonville is the only Florida city being considered at this time. Academy has indicated that time is of the essence and financial incentives are a material factor in the location decision. The project could result in the creation of up to 300 new jobs within five years. The average annual wage of those jobs projected is \$59,146 plus benefits. The average wage is 119% of the average wage in Florida and qualifies for the Qualified Target Industry (QTI) Tax Refund Program. The QTI Program is scheduled to sunset on June 30, 2020. Therefore, time is of the essence to utilize the QTI Program. Because of the short time period to utilize the QTI Program, Academy has not finalized their site decision. The preferred site is located within Census Tract 174, a designated Level 2 Distress Area within Downtown. Academy seeks to purchase or lease the preferred site and the negotiations have not been finalized. It is anticipated however, that the incentive package necessary for Academy to select Jacksonville as their preferred site would also require the utilization of the City of Jacksonville Recaptured Enhanced Value (REV) Grant estimated to equal 50% of the incremental increase in ad valorem and tangible personal property taxes generated from the proposed capital investment for a 10 year period. The estimated value of the private capital investment net of land cost is in excess of \$40 million, comprising real property or leasehold improvements, manufacturing equipment and furniture fixtures and equipment.

APPROPRIATION: Total Amount Appropriated \$0 as follows:

List the source name and provide Object and Subobject Numbers for each category listed below:

(Name of Fund as it will appear in title of legislation)

Name of Federal Funding Source(s)	From: _____	Amount: _____
	To: _____	Amount: _____

Name of State Funding Source(s)	From: _____	Amount: _____
	To: _____	Amount: _____

Name of City of Jacksonville Funding Source(s)	From: _____	Amount: _____
	To: _____	Amount: _____

Name of In-Kind Contribution(s):	From: _____	Amount: _____
	To: _____	Amount: _____

Name & Number of Bond Account(s):	From: _____	Amount: _____
	To: _____	Amount: _____

PLAIN LANGUAGE OF APPROPRIATION / FINANCIAL IMPACT / OTHER:

Explain: Where are the funds coming from, going to, how will the funds be used? Does the funding require a match? Is the funding for a specific time frame? Will there be an ongoing maintenance? ... and staffing obligation? Per Chapters 122 & 106 regarding funding of anticipated post-construction operation costs.

(Minimum of 350 words - Maximum of 1 page.)

Academy is seeking public investment through the State of Florida Qualified Target Industry (QTI) Program. The QTI incentive proposed is \$5,000 per job up to \$1,500,000. The City match portion of the QTI is 20% of the award, or \$1,000 per job up to \$300,000. The QTI award will be payable after the average wage and jobs created are verified by the Florida Department of Economic Opportunity over the proposed payout period extending from 2021 - 2028. Due to the time constraints associated with the sunseting of the QTI program, Project Academy will be submitted in two seperate pieces of legislation. The first is this request to participate in the QTI program and appropriate the 20% match as proposed herein. Once the exact site configuration is determined, subsequent legislation will be submitted by DIA for consideration and approval of the REV Grant. The specifics of the REV Grant will be specified at that time. • The project has a positive ROI of 1.88, for the City of Jacksonville.

ACTION ITEMS: Purpose / Check List. If "Yes" please provide detail by attaching justification, and code provisions for each.

ACTION ITEMS:

	Yes	No
Emergency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Justification of Emergency: If yes, explanation must include detailed nature of emergency.

	Yes	No
Federal or State Mandate?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Explanation: If yes, explanation must include detailed nature of mandate including Statute or Provision.

	Yes	No
Fiscal Year Carryover?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Note: If yes, note must include explanation of all-year subfund carryover language.

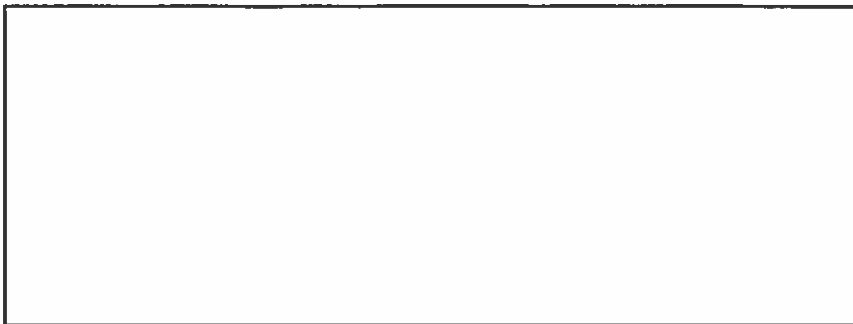
	Yes	No
CIP Amendment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Attachment: If yes, attach appropriate CIP form(s). Include justification for mid-year amendment.

Contract / Agreement Approval?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Attachment & Explanation: If yes, attach the Contract / Agreement and name of Department (and contact name) that will provide oversight. Indicate if negotiations are on-going and with whom. Has OGC reviewed / drafted? Office of Economic Development to provide oversight and administration.
Related RC/BT?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Attachment: If yes, attach appropriate RC/BT form(s).
Waiver of Code?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Code Reference: If yes, identify code section(s) in box below and provide detailed explanation (including impacts) within white paper.
Code Exception?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Code Reference: If yes, identify code in box below and provide detailed explanation (including impacts) within white paper.
Related Enacted Ordinances?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Code Reference: If yes, identify related code section(s) and ordinance reference number in the box below and provide detailed explanation and any changes necessary within white paper.

ACTION ITEMS CONTINUED: Purpose / Check List. If "Yes" please provide detail by attaching justification, and code provisions for each.

ACTION ITEMS:	Yes	No	
Continuation of Grant?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Explanation: How will the funds be used? Does the funding require a match? Is the funding for a specific time frame and/or multi-year? If multi-year, note year of grant? Are there long-term implications for the General Fund?
Surplus Property Certification?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Attachment: If yes, attach appropriate form(s).
Reporting Requirements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Explanation: List agencies (including City Council / Auditor) to receive reports and frequency of reports, including when reports are due. Provide Department (include contact name and telephone number) responsible for generating



Division Chief: /s/ Ed Randolph
(signature)

Date: 4/22/2020

Prepared By: /s/ Ed Randolph
(signature)

Date: 4/22/2020

ADMINISTRATIVE TRANSMITTAL

To: MBRC, c/o Roselyn Chall, Budget Office, St. James Suite 325

Thru: Brian Hughes, Chief Administrative Officer, Mayors Office, Fourth Floor, City Hall at St. James
(Name, Job Title, Department)
Phone: _____ E-mail: _____

From: Kirk Wendland, Executive Director, Office of Economic Development (OED)
Initiating Department Representative (Name, Job Title, Department)
Phone: 255-5455 E-mail: kwendland@coj.net

Primary Contact: Ed Randolph, Director of Business Development Operations, Office of Economic Development
(Name, Job Title, Department)
Phone: 255-5450 E-mail: edr@coj.net

CC: Jordan Elsbury, Director of Intergovernmental Affairs, Office of the Mayor
E-mail: jelsbury@coj.net

COUNCIL MEMBER / INDEPENDENT AGENCY / CONSTITUTIONAL OFFICER TRANSMITTAL

To: Peggy Sidman, Office of General Counsel, E-mail: psidman@coj.net
St. James Suite 480
Phone: 904-255-5055

From: _____
Initiating Council Member / Independent Agency / Constitutional Officer
Phone: _____ E-mail: _____

Primary Contact: _____
(Name, Job Title, Department) E-mail: _____
Phone: _____

CC: Jordan Elsbury, Director jelsbury@coj.net
904-255-5000 E-mail: _____

Legislation from Independent Agencies requires a resolution from the Independent Agency Board approving the Resolution.

Independent Agency Action Item: Yes No Attachment: _____
Boards Action / Resolution? If yes, attach appropriate documentation.

FACT SHEET IS REQUIRED BEFORE LEGISLATION IS INTRODUCED

Item 08



ONE CITY. ONE JACKSONVILLE

City of Jacksonville, Florida

Lenny Curry, Mayor

City Hall at St. James
117 W. Duval St.
Jacksonville, FL 32202
(904) 630-CITY
www.coj.net

MEMORANDUM

TO: Brian Hughes, Mayor's Budget Review Committee Chairman

FROM: Kirk Wendland, Executive Director
Office of Economic Development

SUBJECT: MBRC Approval for legislation for an Economic Development Agreement with Project Skateboard

DATE: April 21, 2020

Attached please find a Project Summary and Legislative Fact Sheet requesting the introduction of a Resolution to the City Council at their next meeting, to authorize the Mayor and Corporate Secretary to execute an Economic Development Agreement (EDA) by and between the City and Project Skateboard. The legislation will include the EDA.

MBRC's consideration of this request at their next meeting is respectfully requested.

Should you have any questions, please feel free to contact me at your convenience.



ONE CITY. ONE JACKSONVILLE.

City of Jacksonville, Florida

Lenny Curry, Mayor

City Hall at St. James
117 W. Duval St.
Jacksonville, FL 32202
(904) 630-CITY
www.coj.net

PROJECT SKATEBOARD SUMMARY April 21, 2020

Company:
Project Skateboard

Background:

Project Skateboard is an IT company, with a presence in Jacksonville. Skateboard, which designs software for healthcare, transportation and financial institutions, is considering expanding its workforce in Jacksonville. In addition to Jacksonville, a few other cities are under consideration for the proposed expansion. If Jacksonville is selected, the company proposes to create a minimum of 300 full-time jobs by the end of 2024. The average annual wage of the jobs is \$74,300, plus benefits.

Project Skateboard has stated that the City of Jacksonville and State of Florida financial incentives are a material factor in their decision to expand their existing operation in Jacksonville, Florida.

# of Jobs To Be Created	Capital Investment	Intangibles
300 new jobs @ an average wage of \$74,300, no later than Dec. 31, 2024.	Estimated to be \$1.4 million, comprised of real estate improvements, IT equipment, furniture and fixtures, etc.	Supports the expansion of an existing IT software company, resulting in the creation of approximately 300 new, high-wage, full-time jobs.

Project Rationale & Benefits:

1. Supporting Project Skateboard will expand Jacksonville's IT workforce network and expand the commercial tax base.
2. The annual payroll resulting from the 300 new full-time jobs is \$22.2 million (excluding benefits).

Project Incentives:

The City of Jacksonville proposes to provide:

- Participate in the State of Florida Qualified Targeted Industry (QTI) Tax Refund Program. The QTI proposed is \$6,000 per job. The City portion of the QTI is 20 percent of the award, or \$1,200 per new qualified job created, up to a maximum of \$360,000. The QTI award will be payable after the average wage and job created is verified by the Florida Department of Economic Opportunity over the proposed six year payout, beginning in 2021.
- The project has an ROI of 1.62, for the City of Jacksonville.

The total amount of City incentives would be up to: \$360,000.

The State of Florida proposes to provide:

- The State's portion of the QTI is 80 percent of the award, or \$4,800 per job created up to \$1,440,000 in total. The QTI award will be payable after the average wage and job created is verified by the Florida Department of Economic Opportunity over the proposed six year payout, beginning in 2021.

LEGISLATIVE FACT SHEET

DATE: **4/21/2020**

BT or RC No: **N/A**

(Administration & City Council Bills)

SPONSOR: **Office of Economic Development**

(Department/Division/Agency/Council Member)

Contact for all inquiries and presentations: **Office of Economic Development**

Provide Name: **Ed Randolph, Director of Business Development** Contact No: **255-5450**

Email **edr@coj.net**

PURPOSE: White Paper (Explain why this legislation is necessary. Provide, who, what, when where, how and the impact.) Council Research will complete this form for Council introduced legislation and the Administration is responsible for all other legislation. (Minimum of 350 words – Maximum of 1 page)

Project Skateboard is an IT company, with a presence in Jacksonville. Skateboard, which designs software for healthcare, transportation and financial institutions, is considering expanding its workforce in Jacksonville. In addition to Jacksonville, a few other cities are under consideration for the proposed expansion. If Jacksonville is selected, the company proposes to create a minimum of 300 full-time jobs by the end of 2024. The average annual wage of the jobs is \$74,300, plus benefits.

Project Skateboard has stated that the City of Jacksonville and State of Florida financial incentives are a material factor in their decision to expand their existing operation in Jacksonville, Florida.

APPROPRIATION: Total Amount Appropriated \$0 as follows: List the source name and provide Object and Subobject Numbers for each category listed below:

(Name of Fund as it will appear in the title of the legislation)

Name of Federal Funding Source(s)

From: _____ Amount: _____

To: _____ Amount: _____

Name of State Funding Source(s)

From: _____ Amount: _____

To: _____ Amount: _____

Name of COJ Funding Source(s)

From: Amount:

To: Amount:

Name of In-Kind Contributions:

From: _____ Amount: _____

To: _____ Amount: _____

Name & No. of Bond Account(s):

From: _____ Amount: _____

To: _____ Amount: _____

PLAIN LANGUAGE OF APPROPRIATION/FINANCIAL IMPACT/OTHER:

Explain: Where are the funds coming from, going to, how will the funds be used? Does the funding require a match? Is the funding for a specific time frame? Will there be ongoing maintenance and staffing obligation? Per Chapter 122 & 106 regarding funding of anticipated post-construction operation costs. (Minimum of 350 words – maximum of 1 page.

The City of Jacksonville proposes to provide:

Participate in the State of Florida Qualified Targeted Industry (QTI) Tax Refund Program. The QTI proposed is \$6,000 per job. The City portion of the QTI is 20 percent of the award, or \$1,200 per new qualified job created, up to a maximum of \$360,000. The QTI award will be payable after the average wage and job created is verified by the Florida Department of Economic Opportunity over the proposed six year payout, beginning in 2021.

The project has an ROI of 1.62, for the City of Jacksonville.

The total amount of City incentives would be up to: \$360,000.

ACTION ITEMS: Purpose/Check List. If "Yes" please provide detail by attaching justification and code provisions for each.

ACTION ITEMS:

Emergency? Yes _____ No X _____

Justification of Emergency: If yes, explanation must include detailed nature of emergency.

Federal or State Mandate? Yes _____ No X _____

Explanation: If yes, explanation must include detailed nature of mandate include Statue or Provision.

Fiscal Year Carryover? Yes _____ No X _____

Note: If yes, note must include explanation of all-year subfund carryover language.

CIP Amendment? Yes _____ No X _____

Attachment: If yes, attach appropriate CIP form(s). Include justification for mid-year amendment.

Contract/Agreement Approval? Yes X _____ No _____

Attachment & Explanation: If yes, attach the Contract/Agreement & provide name of the Department and include contact name and telephone number of the person r that will provide oversight. Indicate if

negotiations are on-going and with whom. Has OGC reviewed/drafted? OED will provide oversight and administration.

Related RC/BT? Yes _____ No **X**_____ If yes, attach appropriate RC/BT form(s)

Waiver of Code? Yes_ No **X**_

Code Reference: If yes, identify code section(s) in space below & provide detailed explanation (including impacts) within white paper.

Code Exception: Yes_____ No **X**_____

Code Reference: If yes, identify code section(s) in space below & provide detailed explanation (including impacts) within white paper.

Related Enacted Ordinances? Yes_____ No **X**_____

Code Reference: If yes, identify related code section(s) and ORD reference number in the space below & provide detailed explanation and any changes necessary within whitepaper.

ACTION ITEMS CONTINUED: Purpose/Check List. If "Yes" please provide detail by attaching justification and code provisions for each.

ACTION ITEMS:

Continuation of Grant? Yes_____ No **X**_____

Explanation: How will the funds be used? Does the funding require a match? Is the funding for a specific time frame and/or multi-year? If multi-year, note year of grant. Are there long-term implications for the General Fund?

Surplus Property Certification? Yes_____ No **X**_____ Attachment: If yes, attach appropriate form(s)

Reporting Requirements? Yes_____ No **X**_____

Explanation: List agencies (including City Council/Auditor) to receive reports and frequency of reports, including when reports are due. Provide name of the Department and include contact name and telephone number of the person responsible for generating.

Director BD: _____
(Signature)

Date: 4/21/2020 _____

Prepared By: _____
(Signature)

Date: 4/21/2020 _____

ADMINISTRATIVE TRANSMITTAL

To: MBRC, c/o Roselyn Chall, Budget Office, St. James Bldg., Suite 325

Thru: N/A
(Name, Job Title, Department)

From: Kirk Wendland, Executive Director, Office of Economic Development (OED)
Initiating Department Representative (Name, Job Title, Department)

Phone: 255-5455 E-Mail: kwendland@coj.net

Primary Contact: Ed Randolph, Director Business Development
(Name, Job Title, Department)

Phone: 255-5454 E-Mail: edr@coj.net

CC: Jordan Elsbury, Director of Intergovernmental Affairs, Office of the Mayor

Phone: 255-5013 E-Mail: jelsbury@coj.net

COUNCIL MEMBER/INDEPENDENT AGENCY/CONSTITUTIONAL OFFICER TRANSMITTAL

To: Peggy Sidman, Office of General Counsel, St. James Bldg., Suite 480

Phone: 255-5055 E-Mail: psidman@coj.net

From: N/A
Initiating Council Member/Independent Agency/Constitutional Officer

Phone: _____ E-Mail: _____

Primary Contact: N/A
(Name, Job Title, Department)

Phone: _____ E-Mail: _____

CC: Jordan Elsbury, Director of Intergovernmental Affairs, Office of the Mayor
Phone: _____ E-Mail: _____

Legislation from Independent Agencies requires a resolution from the Independent Agency Board approving the legislation

Independent Agency Action Item:

Board(s) Action/Resolution? Yes _____ No X _____

Attachment: If yes, attach appropriate documentation. If no, when is board action scheduled?

FACT SHEET IS REQUIRED BEFORE LEGISLATION IS INTRODUCED

Item 09

**City of Jacksonville, Florida
Request for Budget Transfer Form**

Office of The Sheriff
Department or Area Responsible for Contract / Compliance / Oversight

N/A
Council District(s)

Reversion of Funds: _____
(if applicable) Fund / Center / Account / Project * / Activity / Interfund / Future

Fiscal Yr(s) of carry over (all-years funds do not require a carryover)

Section of Code Being Waived (if applicable): _____

CIP (yes or no): _____

Justification for Waiver

Justification for / Description of Transfer:

Move funds to capital account for the purchase and installation of two 4k Displays for the Drill Hall.

Net Amount Appropriated and/or Transferred: \$14,971.65

* This element of the account string is titled project but it houses both projects and grants.

CITY COUNCIL

Requesting Council Member: _____

CM's District: _____

Requesting Council Member: _____

CM's District: _____



Prepared By: _____

Ordinance: _____

OFFICE OF THE MAYOR

BUDGET ORDINANCE TRANSFER DIRECTIVE

TD / BT Number: TD20-211

	Date Rec'd.	Date Fwd.	Approved	Disapproved
Department Head	<u>4-13-20</u>		 William J. Clement	
Mayor's Office				
Accounting Division	<u>4-22-20</u>			
Budget Division	<u>4-10-2020</u>			

Date of Action By Mayor: _____

Approved: _____

Division Chief: William J. Clement

Date Initiated: 4/9/20

Prepared By: Denise Galvan

Phone Number: (904) 630-7375

Initiated / Requested By (# other than Department): _____

Moyer, Angela

From: Avery, Andrew
Sent: Wednesday, April 22, 2020 12:01 PM
To: Moyer, Angela; Nelsen Marks, Terri; Provenza, Joel; Coleman, Patricia; Stork, Kevin
Cc: Chall, Roselyn; Eichner, Teresa
Subject: RE: TD20-211

I approve,

Avery

Andrew Avery
Manager of Accounting Services – Budgetary Accounting
City of Jacksonville
117 W. Duval Street, Suite 375
Jacksonville, FL 32202
aavery@coj.net



From: Moyer, Angela <Amoyer@coj.net>
Sent: Wednesday, April 22, 2020 11:14 AM
To: Avery, Andrew <AAvery@coj.net>; Nelsen Marks, Terri <TNMarks@coj.net>; Provenza, Joel <JoelP@coj.net>; Coleman, Patricia <PColeman@coj.net>; Stork, Kevin <KGStork@coj.net>
Cc: Chall, Roselyn <RCHALL@coj.net>; Eichner, Teresa <TEichner@coj.net>
Subject: TD20-211
Importance: High

This TD will be on the Monday MBRC agenda. It has been reviewed by the Budget Office and is being emailed to you for review and approval. This is not to be entered into 1Cloud but takes the place of a paper copy that we would normally send to Accounting before including on the MBRC agenda. Please email us back by cob 4/23/20 your approval and/or any changes. If you want to change something; print the TD, mark it with the changes, scan and email the revised TD to the group.

Going forward, until everyone is back in house, this is how we will handle TD/BT that require MBRC approval so nothing get lost in transit.

Thanks.

Angela Moyer
Budget Officer
City of Jacksonville

117 West Duval Street Suite 325
Jacksonville, FL 32202
(904) 255-5288
www.coj.net

Item 10

**City of Jacksonville, Florida
Request for Budget Transfer Form**

Neighborhoods Department / Housing & Community Development Division
Department or Area Responsible for Contract / Compliance / Oversight

CityWide
Council District(s)

Reversion of Funds: _____
(if applicable) Fund / Center / Account / Project * / Activity / Interfund / Future

All-Years Fund
Fiscal Yr(s) of carry over (all-years funds do not require a carryover)

Section of Code Being Waived (if applicable): _____

CIP (yes or no): _____

Justification for Waiver

Justification for / Description of Transfer:

Appropriation of the 2020-2021 Community Development Block Grant Program formula grant from the U.S. Department of Housing and Urban Development.
RC21-001

Net Amount Appropriated and/or Transferred: \$6,571,550.00

* This element of the account string is titled project but it houses both projects and grants.

CITY COUNCIL

Requesting Council Member: _____

CM's District: _____

Requesting Council Member: _____

CM's District: _____

Prepared By: _____

Ordinance: _____

OFFICE OF THE MAYOR

BUDGET ORDINANCE TRANSFER DIRECTIVE

TD / BT Number: BT21-001

	Date Rec'd.	Date Fwd.	Approved	Disapproved
Department Head				
Mayor's Office				
Accounting Division				
Budget Division				

Date of Action By Mayor: _____

Approved: _____

Division Chief: Thomas Daly, Esq.

Date Initiated: 4/20/20

Prepared By: Laura Stagner

Phone Number: 255-8200

Initiated / Requested By (if other than Department): Jacksonville Housing and Community Development Commission

Budget Transfer Line Item Detail

* This element of the account string is titled project but it houses both projects and grants.

TRANSFER FROM: (Revenue line items in this area are being appropriated and expense line items are being de-appropriated.)

Rev Exp	Fund Title	Activity / Grant / Project Title	Line Item / Account Title	Amount	Accounting Codes							
					Fund	Center	Account	Project *	Activity	Interfund	Future	
				Total:	\$6,571,550.00							
REV	Community Development	CDBG Program 2020-2021	Contributions from HUD	\$ 6,571,550.00	11101	174103	331509	TBD	00000000	00000	00000000	

TRANSFER TO: (Revenue line items in this area are being de-appropriated and expense line items are being appropriated.)

Rev Exp	Fund Title	Activity / Grant / Project Title	Line Item / Subobject Title	Amount	Accounting Codes							
					Fund	Center	Account	Project *	Activity	Interfund	Future	
				Total:	\$6,571,550.00							
EXP	Community Development	CDBG 20-21 Administration	Permanent & Probationary Salaries	882,197.40	11101	174103	512010	TBD	00000000	00000	00000000	
EXP	Community Development	CDBG 20-21 Administration	Salaries - Part Time	1.00	11101	174103	513060	TBD	00000000	00000	00000000	
EXP	Community Development	CDBG 20-21 Administration	Salaries - Overtime	1.00	11101	174103	514010	TBD	00000000	00000	00000000	
EXP	Community Development	CDBG 20-21 Administration	Special Pay - Pensionable	4,836.00	11101	174103	515110	TBD	00000000	00000	00000000	
EXP	Community Development	CDBG 20-21 Administration	Medicare Tax	12,898.14	11101	174103	521020	TBD	00000000	00000	00000000	
EXP	Community Development	CDBG 20-21 Administration	Pension Contributions	19,801.96	11101	174103	522010	TBD	00000000	00000	00000000	
EXP	Community Development	CDBG 20-21 Administration	Pension Contributions - Unfunded	55,156.41	11101	174103	522011	TBD	00000000	00000	00000000	
EXP	Community Development	CDBG 20-21 Administration	Disability Trust Fund	2,661.02	11101	174103	522070	TBD	00000000	00000	00000000	
EXP	Community Development	CDBG 20-21 Administration	GEEP Defined Contribution	55,318.50	11101	174103	522130	TBD	00000000	00000	00000000	
EXP	Community Development	CDBG 20-21 Administration	Group Dental Plan	2,211.25	11101	174103	523010	TBD	00000000	00000	00000000	
EXP	Community Development	CDBG 20-21 Administration	Group Life Insurance	2,347.86	11101	174103	523030	TBD	00000000	00000	00000000	
EXP	Community Development	CDBG 20-21 Administration	Group Health Insurance	121,892.50	11101	174103	523040	TBD	00000000	00000	00000000	
EXP	Community Development	CDBG 20-21 Administration	Workers Compensation	4,778.00	11101	174103	524010	TBD	00000000	00000	00000000	
EXP	Community Development	CDBG 20-21 Administration	Professional Services	20,000.00	11101	174103	531090	TBD	00000000	00000	00000000	
EXP	Community Development	CDBG 20-21 Administration	Travel Expense	5,000.00	11101	174103	540020	TBD	00000000	00000	00000000	
EXP	Community Development	CDBG 20-21 Administration	Parking and Tolls	778.00	11101	174103	540280	TBD	00000000	00000	00000000	
Rev Exp	Fund Title	Activity / Grant / Project Title	Line Item / Subobject Title	Amount	Fund	Center	Account	Project *	Activity	Interfund	Future	

EXP	Community Development	CDBG 20-21 Administration	General Liability Insurance	2,000.00	11101	174103	545020	TBD	00000000	00000	0000000
EXP	Community Development	CDBG 20-21 Administration	Printing & Binding Commercial	1.00	11101	174103	547210	TBD	00000000	00000	0000000
EXP	Community Development	CDBG 20-21 Administration	Advertising & Promotion	10,000.00	11101	174103	548010	TBD	00000000	00000	0000000
EXP	Community Development	CDBG 20-21 Administration	Miscellaneous Service & Charges	20,666.96	11101	174103	549380	TBD	00000000	00000	0000000
EXP	Community Development	CDBG 20-21 Administration	Miscellaneous Service & Charges I/S	54,900.00	11101	174103	549041	TBD	00000000	00000	0000000
EXP	Community Development	CDBG 20-21 Administration	Office Supplies	2,500.00	11101	174103	551010	TBD	00000000	00000	0000000
EXP	Community Development	CDBG 20-21 Administration	Uniforms & Safety Equipment	500.00	11101	174103	552040	TBD	00000000	00000	0000000
EXP	Community Development	CDBG 20-21 Administration	Food	750.00	11101	174103	552060	TBD	00000000	00000	0000000
EXP	Community Development	CDBG 20-21 Administration	Furniture & Equipment Under \$1000	500.00	11101	174103	552080	TBD	00000000	00000	0000000
EXP	Community Development	CDBG 20-21 Administration	Computer Under \$1000	500.00	11101	174103	552290	TBD	00000000	00000	0000000
EXP	Community Development	CDBG 20-21 Administration	Employee Training	1,500.00	11101	174103	554010	TBD	00000000	00000	0000000
EXP	Community Development	CDBG 20-21 Administration	Dues, Subscriptions & Memberships	4,000.00	11101	174103	554020	TBD	00000000	00000	0000000
EXP	Community Development	CDBG 20-21 Administration	Improvements Other Than Bldgs	1.00	11101	174103	563020	TBD	00000000	00000	0000000
EXP	Community Development	CDBG 20-21 Administration	Computer Equipment	1.00	11101	174103	564270	TBD	00000000	00000	0000000
EXP	Community Development	CDBG 20-21 Fair Housing	Other Grants & Aids - City Operating	25,000.00	11101	174103	583051	TBD	00000000	00000	0000000
EXP	Community Development	CDBG 20-21 Foster Grantparents	Other Grants & Aids - City Operating	40,000.00	11101	174103	583051	TBD	00000000	00000	0000000
EXP	Community Development	CDBG 20-21 Independent Living	Other Grants & Aids - City Operating	128,404.00	11101	174103	583051	TBD	00000000	00000	0000000
EXP	Community Development	CDBG 20-21 SPOA	Other Grants & Aids - City Operating	40,000.00	11101	174103	583051	TBD	00000000	00000	0000000
EXP	Community Development	CDBG 20-21 Neptune Beach Senior Center	Other Grants & Aids	44,895.00	11101	174103	583010	TBD	00000000	00000	0000000
EXP	Community Development	CDBG 20-21 Carver Center	Other Grants & Aids	114,418.00	11101	174103	583010	TBD	00000000	00000	0000000
EXP	Community Development	CDBG 20-21 C.A.P.E.	Other Grants & Aids	27,948.00	11101	174103	583010	TBD	00000000	00000	0000000
EXP	Community Development	CDBG 20-21 House of Hope	Other Grants & Aids	53,604.00	11101	174103	583010	TBD	00000000	00000	0000000
EXP	Community Development	CDBG 20-21 Weaver Mental Wellness	Other Grants & Aids	25,000.00	11101	174103	583010	TBD	00000000	00000	0000000
EXP	Community Development	CDBG 20-21 Downtown Ambassador Program	Other Grants & Aids	75,500.00	11101	174103	583010	TBD	00000000	00000	0000000
EXP	Community Development	CDBG 20-21 The Arc Path	Other Grants & Aids	15,000.00	11101	174103	583010	TBD	00000000	00000	0000000
EXP	Community Development	CDBG 20-21 Deaf Empowerment Program	Other Grants & Aids	15,000.00	11101	174103	583010	TBD	00000000	00000	0000000
EXP	Community Development	CDBG 20-21 JAZMYN Connex	Other Grants & Aids	18,124.00	11101	174103	583010	TBD	00000000	00000	0000000
EXP	Community Development	CDBG 20-21 Transitional Housing / Vocational Training	Other Grants & Aids	23,685.00	11101	174103	583010	TBD	00000000	00000	0000000
EXP	Community Development	CDBG 20-21 Emergency Shelter Operations Expansion	Other Grants & Aids	37,500.00	11101	174103	583010	TBD	00000000	00000	0000000
EXP	Community Development	CDBG 20-21 Case Management Program	Other Grants & Aids	30,000.00	11101	174103	583010	TBD	00000000	00000	0000000
Rev Exp	Fund Title	Activity / Grant / Project Title	Line Item / Subobject Title	Amount	Fund	Center	Account	Project *	Activity	Interfund	Future
EXP	Community Development	CDBG 20-21 Improving Social-Emotional Development	Other Grants & Aids	30,000.00	11101	174103	583010	TBD	00000000	00000	0000000

LEGISLATIVE FACT SHEET

DATE: 04/20/20

BT or RC No: BT21-001
(Administration & City Council Bills)

SPONSOR: Neighborhoods Department / Housing and Community Development Division
(Department/Division/Agency/Council Member)

Contact for all inquiries and presentations: _____

Provide Name: Thomas Daly, Chief

Contact Number: 255-8279

Email Address: tdaly@coj.net

PURPOSE: White Paper (Explain Why this legislation is necessary? Provide; Who, What, When, Where, How and the Impact.) Council Research will complete this form for Council introduced legislation and the Administration is responsible for all other legislation.

(Minimum of 350 words - Maximum of 1 page.)

This legislation appropriates funding received from the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) Program. The CDBG program is a flexible program that provides communities with funding to address a wide range of community development needs. Authorized in 1974, the CDBG program is one of the longest continuously run programs at HUD. The CDBG program gives annual grants on a formula basis to over 1,200 units of general local government, insular areas and States.

The CDBG program works to ensure decent affordable housing, to provide services to the most vulnerable in our communities, and to create jobs through the expansion and retention of businesses. CDBG is an important tool for helping local governments tackle serious challenges facing their communities. The CDBG program has made a difference in the lives of millions of people and their communities across the Nation.

APPROPRIATION: Total Amount Appropriated: \$6,571,550.00 as follows:
 List the source **name** and **provide Object and Subobject Numbers** for each category listed below:

(Name of Fund as it will appear in title of legislation)

Name of Federal Funding Source(s):	From: U.S. Department of Housing and Urban Development	Amount: \$6,571,550.00
	To: Community Development Block Grant (CDBG) Program	Amount: \$6,571,550.00
Name of State Funding Source(s):	From: _____	Amount: _____
	To: _____	Amount: _____
Name of City of Jacksonville Funding Source(s):	From: _____	Amount: _____
	To: _____	Amount: _____
Name of In-Kind Contribution(s):	From: _____	Amount: _____
	To: _____	Amount: _____
Name & Number of Bond Account(s):	From: _____	Amount: _____
	To: _____	Amount: _____

PLAIN LANGUAGE OF APPROPRIATION / FINANCIAL IMPACT / OTHER:

Explain: Where are the funds coming from, going to, how will the funds be used? Does the funding require a match? Is the funding for a specific time frame? Will there be an ongoing maintenance? ... and staffing obligation? Per Chapters 122 & 106 regarding funding of anticipated post-construction operation costs.

(Minimum of 350 words - Maximum of 1 page.)

The U.S. Department of Housing and Urban Development (HUD), through the Community Development Block Grant (CDBG) program, provides formula grants to jurisdictions to address a wide range of community development needs.

The funds being appropriated within this legislation will be spent towards public services, economic development, public facilities and any costs associated with the administration or delivery of the program. The City does not contribute general funds to the administration of this program and any positions are authorized and funded through the grant.

The City of Jacksonville is not required to match CDBG funds.

ACTION ITEMS: Purpose / Check List. If "Yes" please provide detail by attaching justification, and code provisions for each.

ACTION ITEMS:

	Yes	No
Emergency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Justification of Emergency: If yes, explanation must include detailed nature of emergency.

Federal or State Mandate?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Explanation: If yes, explanation must include detailed nature of mandate including Statute or Provision.

Fiscal Year Carryover?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
------------------------	--------------------------	-------------------------------------

Note: If yes, note must include explanation of all-year subfund carryover language.

All-Year's Subfund

CIP Amendment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
----------------	--------------------------	-------------------------------------

Attachment: If yes, attach appropriate CIP form(s). Include justification for mid-year amendment.

Contract / Agreement Approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------------	--------------------------	-------------------------------------

Attachment & Explanation: If yes, attach the Contract / Agreement and name of Department (and contact name) that will provide oversight. Indicate if negotiations are on-going and with whom. Has OGC reviewed / drafted?

Related RC/BT?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
----------------	-------------------------------------	--------------------------

Attachment: If yes, attach appropriate RC/BT form(s).

Waiver of Code?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
-----------------	--------------------------	-------------------------------------

Code Reference: If yes, identify code section(s) in box below and provide detailed explanation (including impacts) within white paper.

Code Exception?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
-----------------	--------------------------	-------------------------------------

Code Reference: If yes, identify code in box below and provide detailed explanation (including impacts) within white paper.

Related Enacted Ordinances?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
-----------------------------	--------------------------	-------------------------------------

Code Reference: If yes, identify related code section(s) and ordinance reference number in the box below and provide detailed explanation and any changes necessary within white paper.

ACTION ITEMS CONTINUED: Purpose / Check List. If "Yes" please provide detail by attaching justification, and code provisions for each.

ACTION ITEMS:	Yes	No
Continuation of Grant?	X	

Explanation: How will the funds be used? Does the funding require a match? Is the funding for a specific time frame and/or multi-year? If multi-year, note year of grant? Are there long-term implications for the General Fund?

The U.S. Department of Housing and Urban Development (HUD), through the Community Development Block Grant (CDBG) program, provides formula grants to jurisdictions to address a wide range of community development needs.

The funds being appropriated within this legislation will be spent towards public services, economic development, public facilities and any costs associated with the administration or delivery of the program. The City does not contribute general funds to the administration of this program and any positions are authorized and funded through the grant.

The City of Jacksonville is not required to match CDBG funds.

Surplus Property Certification?		X
Reporting Requirements?		X

Explanation: List agencies (including City Council / Auditor) to receive reports and frequency of reports, including when reports are due. Provide Department (include contact name and telephone number) responsible for generating reports.

Division Chief: _____
Thomas Daly (signature)

Date: 4/20/2020

Prepared By: _____
Laura Stagner (signature)

Date: 4/20/2020

ADMINISTRATIVE TRANSMITTAL

To: MBRC, c/o Roselyn Chall, Budget Office, St. James Suite 325

Thru: Bryan Mosier, Director, Neighborhoods Department

(Name, Job Title, Department)

Phone: 255-8902

E-mail: stephanieb@coj.net

From: Thomas Daly, Chief, Housing and Community Development Division

Initiating Department Representative (Name, Job Title, Department)

Phone: 255-8204

E-mail: tdaly@coj.net

Primary Contact: Thomas Daly, Chief, Housing and Community Development Division

(Name, Job Title, Department)

Phone: 255-8204

E-mail: tdaly@coj.net

CC: Jordan Elsbury, Intergovernmental Affairs Liaison, Office of the Mayor

904-255-5013 E-mail: jelsbury@coj.net

COUNCIL MEMBER / INDEPENDENT AGENCY / CONSTITUTIONAL OFFICER TRANSMITTAL

To: Peggy Sidman, Office of General Counsel, St. James Suite 480

Phone: 904-630-4647

E-mail: psidman@coj.net

From:

Initiating Council Member / Independent Agency / Constitutional Officer

Phone: _____

E-mail: _____

Primary Contact: Thomas Daly, Chief, Housing and Community Development Division

(Name, Job Title, Department)

Phone: _____

E-mail: _____

CC: Jordan Elsbury, Intergovernmental Affairs Liaison, Office of the Mayor

904-255-5013 E-mail: jelsbury@coj.net

Independent Agency Action Item:

Yes

No

Boards Action / Resolution?

Attachment: If yes, attach appropriate documentation. If no, when is board action scheduled?

FACT SHEET IS REQUIRED BEFORE LEGISLATION IS INTRODUCED

Item 11

DATE _____ RECOMMENDED _____ NOT RECOMMENDED _____

DIVISION CHIEF: _____

DEPARTMENT HEAD: _____

HR CHIEF: _____

BUDGET OFFICE: _____

DEPARTMENT: Neighborhoods Department / Housing & Community Development TO BE EFFECTIVE: 10/1/2020

ACTION	No.	ACTIVITY NO/ DESCRIPTION	TITLE	OCC CODE	PAY GRADE	PAY RANGE
Delete	1	ERCD1A1 / PDC001-20 CDBG Admin	Clerical Support Aide II	C0081	15.07	\$21,462.87- \$41,307.64
Add	1	ERCD1A1 / PDC001-21 CDBG Admin	Clerical Support Aide II	C0081	15.07	\$21,462.87- \$41,307.64
Delete	1	ERCD1A1 / PDC001-20 CDBG Delivery	Disaster Assistance Program Manager	04625	29.14	\$54,631.86- \$91,982.29
Add	1	ERCD1A1 / PDC001-21 CDBG Delivery	Disaster Assistance Program Manager	04625	29.14	\$54,631.86- \$91,982.29
Delete	1	ERCD1A1 / PDC001-20 CDBG Admin	Planning Technician	P0144	15.13	\$31,968.24- \$61,526.49
Add	1	ERCD1A1 / PDC001-21 CDBG Admin	Planning Technician	P0144	15.13	\$31,968.24- \$61,526.49
Delete	1	ERCD1A1 / PDC001-20 CDBG Admin	Administrative Support Assistant	04722	29.06	\$34,276.68- \$57,710.83
Add	1	ERCD1A1 / PDC001-21 CDBG Admin	Administrative Support Assistant	04722	29.06	\$34,276.68- \$57,710.83
Delete	1	ERCD1A1 / PDC001-20 CDBG Admin	Housing Property Analyst	04346	29.11	\$45,869.88- \$77,230.12
Add	1	ERCD1A1 / PDC001-21 CDBG Admin	Housing Property Analyst	04346	29.11	\$45,869.88- \$77,230.12

FUNDING: Indicate funding for this change:
 Funds are available within current appropriations for this change: Yes No
 If NO, funds will be provided by:

Funds are contained within companion BT 20-

The changes in positions within the grant are based upon anticipated time and effort. No positions are being added or deleted within the Division as a whole. Two Positions are Being Moved to SHIP.

JUSTIFICATION:
 To reauthorize grant-funded positions to new year grant funding

Reference TD/BT BT21-001 Council approval required? Yes No Date action required: 10/1/2020

ACTION TAKEN BY MBRC:

SIGNATURES:

 Chief Administrative Officer

 MAYOR

AMENDMENTS: _____

Comments: _____

ACTION	No.	ACTIVITY NO/ DESCRIPTION	TITLE	OCC CODE	PAY GRADE	PAY RANGE
Delete	1	ERCD1A1 / PDC001-20 CDBG Admin	Human Services Planner III	P0145	26.16	\$42,099.11- \$79,275.48
Delete	1	ERCD1A1 / PDC001-20 CDBG Admin	Asst. Manager of Community Development	B0505	16.16	\$40,960.30- \$82,250.69
Add	1	ERCD1A1 / PDC001-21 CDBG Admin	Asst. Manager of Community Development	B0505	16.16	\$40,960.30- \$82,250.69
Delete	1	ERCD1A1 / PDC001-20 CDBG Admin	Division Chief	04332	19.09	\$87,004.17- \$142,047.47
Add	1	ERCD1A1 / PDC001-21 CDBG Admin	Division Chief	04332	19.09	\$87,004.17- \$142,047.47
Delete	1	ERCD1A1 / PDC001-20 CDBG Admin	Human Services Planner I	P0143	26.14	\$35,096.64- \$66,091.10
Add	1	ERCD1A1 / PDC001-21 CDBG Admin	Human Services Planner I	P0143	26.14	\$35,096.64- \$66,091.10
Delete	2	ERCD1A1 / PDC001-20 CDBG Admin	Human Services Planner II	P0142	26.15	\$38,340.12- \$72,196.77
Add	2	ERCD1A1 / PDC001-21 CDBG Admin	Human Services Planner II	P0142	26.15	\$38,340.12- \$72,196.77
Delete	1	ERCD1A1 / PDC001-20 CDBG Admin	Financial Analyst	04175	29.10	\$43,273.61- \$72,858.54
Add	1	ERCD1A1 / PDC001-21 CDBG Admin	Financial Analyst	04175	29.10	\$43,273.61- \$72,858.54
Delete	1	ERCD1A1 / PDC001-20 CDBG Admin	Executive Assistant to Appointed Official	04916	29.07	\$36,333.36- \$61,173.49
Add	1	ERCD1A1 / PDC001-21 CDBG Admin	Executive Assistant to Appointed Official	04916	29.07	\$36,333.36- \$61,173.49
Delete	1	ERCD1A1 / PDC001-20 CDBG Admin	Operations Manager	04176	29.12	\$48,622.18- \$81,863.85
Add	1	ERCD1A1 / PDC001-21 CDBG Admin	Operations Manager	04176	29.12	\$48,622.18- \$81,863.85
Delete	1	ERCD1A1 / PDC001-20 CDBG Admin	Accountant	A0031	26.14	\$35,096.64- \$66,091.10
Add	1	ERCD1A1 / PDC001-21 CDBG Admin	Accountant	A0031	26.14	\$35,096.64- \$66,091.10
Delete	1	ERCD1A1 / PDC001-20 CDBG Admin	Credit Compliance Manager	04470	29.15	\$57,909.78- \$97,501.24
Add	1	ERCD1A1 / PDC001-21 CDBG Admin	Contract Compliance Manager	04487	29.14	\$54,631.86- \$91,982.29
Delete	1	ERCD1A1 / PDC001-20 CDBG Admin	Director - Finance	04347	29.17	\$65,067.50- \$109,724.96
Add	1	ERCD1A1 / PDC001-21 CDBG Admin	Director - Finance	04347	29.17	\$65,067.50- \$109,724.96
Delete	1	ERCD1A1 / PDC001-20 CDBG Admin	City Planner III	B0325	26.16	\$42,099.11- \$79,275.48
Add	1	ERCD1A1 / PDC001-21 CDBG Admin	City Planner III	B0325	26.16	\$42,099.11- \$79,275.48

ACTION	No.	ACTIVITY NO/ DESCRIPTION	TITLE	OCC CODE	PAY GRADE	PAY RANGE
Delete	1	ERCD1A1 / PDC001-20 CDBG Admin	Compliance Analyst	L0004	26.15	\$38,340.12- \$72,196.77
Delete	1	ERCD1A1 / PDC001-20 CDBG Admin	Administrative Assistant	04355	29.06	\$34,276.68- \$57,710.83
Delete	1	ERCD1A1 / PDC001-20 CDBG Admin	Abstract Clerk	C0001	15.10	\$25,621.40- \$49,311.47
Delete	1	ERCD1A1 / PDC001-20 CDBG Admin	Mortgage Loan Processor	P0157	26.14	\$35,096.64- \$66,091.10
Delete	1	ERCD1A1 / PDC001-20 CDBG Admin	Housing Rehabilitation Specialist	P0147	15.15	\$37,949.80- \$73,038.01
Delete	1	ERCD1A1 / PDC001-20 CDBG Admin	Affordable Housing & Community Development Administrator	04680	29.18	\$68,971.51- \$116,138.34
Add	1	ERCD1A1 / PDC001-21 CDBG Admin	Compliance Analyst	L0004	26.15	\$38,340.12- \$72,196.77
Add	1	ERCD1A1 / PDC001-21 CDBG Admin	Administrative Assistant	04355	29.06	\$34,276.68- \$57,710.83
Add	1	ERCD1A1 / PDC001-21 CDBG Admin	Abstract Clerk	C0001	15.10	\$25,621.40- \$49,311.47
Add	1	ERCD1A1 / PDC001-21 CDBG Admin	Mortgage Loan Processor	P0157	26.14	\$35,096.64- \$66,091.10
Add	1	ERCD1A1 / PDC001-21 CDBG Admin	Affordable Housing & Community Development Administrator	04680	29.18	\$68,971.51- \$116,138.34
Add	3,000	ERCD1A1 / PDC001-21 CDBG Admin	Part-time Hours			

Item 12

**City of Jacksonville, Florida
Request for Budget Transfer Form**

Neighborhoods Department / Housing & Community Development Division
Department or Area Responsible for Contract / Compliance / Oversight

CityWide
Council District(s)

Reversion of Funds: _____
(if applicable) Fund / Center / Account / Project * / Activity / Interfund / Future

All-Years Fund
Fiscal Yr(s) of carry over (all-years funds do not require a carryover)

Section of Code Being Waived (if applicable): _____

CIP (yes or no): _____

Justification for Waiver

Justification for / Description of Transfer:

Appropriation of the 2020-2021 Emergency Solutions Grant Program formula grant from the U.S. Department of Housing and Urban Development.

Net Amount Appropriated and/or Transferred: \$552,683.00

* This element of the account string is titled project but it houses both projects and grants.

CITY COUNCIL

Requesting Council Member: _____

CM's District: _____

Requesting Council Member: _____

CM's District: _____

Prepared By: _____

Ordinance: _____

OFFICE OF THE MAYOR

BUDGET ORDINANCE TRANSFER DIRECTIVE

TD / BT Number: BT 21-002

	Date Rec'd.	Date Fwd.	Approved	Disapproved
Department Head				
Mayor's Office				
Accounting Division				
Budget Division				

Date of Action By Mayor: _____

Approved: _____

Division Chief: Thomas Daly, Esq.

Date Initiated: 4/20/20

Prepared By: Laura Stagner

Phone Number: 255-8200

Initiated / Requested By (if other than Department): Jacksonville Housing and Community Development Commission

Budget Transfer Line Item Detail

* This element of the account string is titled project but it houses both projects and grants.

TRANSFER FROM: (Revenue line items in this area are being appropriated and expense line items are being de-appropriated.)

Rev Exp	Fund Title	Activity / Grant / Project Title	Line Item / Account Title	Amount	Accounting Codes							
					Fund	Center	Account	Project *	Activity	Interfund	Future	
				Total:	\$552,683.00							
REV	Emergency Solutions Grant	Emergency Solutions Grant 20-21	Contributions from HUD	\$ 552,683.00	11604	174103	331509	TBD	00000000	00000	0000000	

TRANSFER TO: (Revenue line items in this area are being de-appropriated and expense line items are being appropriated.)

Rev Exp	Fund Title	Activity / Grant / Project Title	Line Item / Subobject Title	Amount	Accounting Codes							
					Fund	Center	Account	Project *	Activity	Interfund	Future	
				Total:	\$552,683.00							
EXP	Emergency Solutions Grant	ESG 20-21 Administration	Permanent & Probationary Salaries	29,029.84	11604	174103	512010	TBD	00000000	00000	0000000	
EXP	Emergency Solutions Grant	ESG 20-21 Administration	Special Pay - Pensionable	465.00	11604	174103	515110	TBD	00000000	00000	0000000	
EXP	Emergency Solutions Grant	ESG 20-21 Administration	Medicare Tax	428.57	11604	174103	521020	TBD	00000000	00000	0000000	
EXP	Emergency Solutions Grant	ESG 20-21 Administration	Pension Contributions	767.55	11604	174103	522010	TBD	00000000	00000	0000000	
EXP	Emergency Solutions Grant	ESG 20-21 Administration	Pension Contributions - Unfunded	2,137.94	11604	174103	522011	TBD	00000000	00000	0000000	
EXP	Emergency Solutions Grant	ESG 20-21 Administration	Disability Trust Fund	88.48	11604	174103	522070	TBD	00000000	00000	0000000	
EXP	Emergency Solutions Grant	ESG 20-21 Administration	GEEP Defined Contribution	1,572.34	11604	174103	522130	TBD	00000000	00000	0000000	
EXP	Emergency Solutions Grant	ESG 20-21 Administration	Group Dental Plan	88.21	11604	174103	523010	TBD	00000000	00000	0000000	
EXP	Emergency Solutions Grant	ESG 20-21 Administration	Group Life Insurance	61.76	11604	174103	523030	TBD	00000000	00000	0000000	
EXP	Emergency Solutions Grant	ESG 20-21 Administration	Group Health Insurance	3,530.25	11604	174103	523040	TBD	00000000	00000	0000000	
EXP	Emergency Solutions Grant	ESG 20-21 Administration	Miscellaneous Service & Charges	396.21	11604	174103	549380	TBD	00000000	00000	0000000	

Rev Exp	Fund Title	Activity / Grant / Project Title	Line Item / Subobject Title	Amount	Fund	Center	Account	Project *	Activity	Interfund	Future
EXP	Emergency Solutions Grant	ESG 20-21 Administration	Miscellaneous Service & Charges I/S	500.00	11604	174103	549041	TBD	00000000	00000	00000000
EXP	Emergency Solutions Grant	ESG 20-21 Administration	Office Supplies	500.00	11604	174103	551010	TBD	00000000	00000	00000000
EXP	Emergency Solutions Grant	ESG 20-21 Administration	Employee Training	1,000.00	11604	174103	554010	TBD	00000000	00000	00000000
EXP	Emergency Solutions Grant	ESG 20-21 Emergency Shelter	Other Grants & Aids	82,036.00	11604	174103	583010	TBD	00000000	00000	00000000
EXP	Emergency Solutions Grant	ESG 20-21 HMIS Data Collection	Other Grants & Aids	50,000.00	11604	174103	583010	TBD	00000000	00000	00000000
EXP	Emergency Solutions Grant	ESG 20-21 Homeless Prevention	Other Grants & Aids	87,607.00	11604	174103	583010	TBD	00000000	00000	00000000
EXP	Emergency Solutions Grant	ESG 20-21 PH - Rapid Re-Housing	Other Grants & Aids	189,600.00	11604	174103	583010	TBD	00000000	00000	00000000
EXP	Emergency Solutions Grant	ESG 20-21 PH - Services Only	Other Grants & Aids	75,203.00	11604	174103	583010	TBD	00000000	00000	00000000
EXP	Emergency Solutions Grant	ESG 20-21 PH - Street Outreach	Other Grants & Aids	26,786.00	11604	174103	583010	TBD	00000000	00000	00000000
EXP	Emergency Solutions Grant	ESG 20-21 PH - Street Outreach	Indirect Costs	884.85	11604	174103	599040	TBD	00000000	00000	00000000

City of Jacksonville
 Neighborhoods Department
 Housing and Community Development Division
 Schedule of Proposed Funding
 Emergency Solutions Grant (ESG) 2020-2021 Program

RECIPIENT	PROJECT TITLE	TOTAL REQUESTED	SCORE %	TOTAL FUNDED BY THIS LEGISLATION	% OF FUNDING
EMERGENCY SOLUTIONS GRANT PROGRAM					
ADMINISTRATION					
Housing and Community Development Division	Administration	N/A	N/A	\$ 41,451.00	
				\$ -	
				\$ -	
TOTAL ADMINISTRATION		\$ -		\$ 41,451.00	7.50%
EMERGENCY SOLUTIONS GRANT ACTIVITIES					
Gateway Community Services, Inc.	Homeless Prevention	\$ 87,607.00	93.67	\$ 87,607.00	
Ability Housing, Inc	Services Only	\$ 150,000.00	85.67	\$ 60,203.00	
Catholic Charities Bureau Inc., Jacksonville Regional Office	PH - Rapid Re-Housing	\$ 300,000.00	85.00	\$ 90,000.00	
JASMYN, Inc.	Street Outreach	\$ 89,285.00	83.67	\$ 26,786.00	
Family Promise of Jacksonville	Services Only	\$ 30,000.00	77.00	\$ 15,000.00	
I.M. Sulzbacher Center for the Homeless	PH - Rapid Re-Housing	\$ 157,000.00	75.67	\$ 47,100.00	
I.M. Sulzbacher Center for the Homeless	Emergency Shelter	\$ 209,155.00	73.33	\$ 62,747.00	
Clara White Mission, Inc.	Emergency Shelter	\$ 64,298.00	73.00	\$ 19,289.00	
The Salvation Army of Northeast Florida	PH - Rapid Re-housing	\$ 175,000.00	70.33	\$ 52,500.00	
Changing Homelessness, Inc.	HMIS Data Collection	\$ 50,000.00	N/A	\$ 50,000.00	
TOTAL EMERGENCY SOLUTIONS GRANT ACTIVITIES		\$ 1,312,345.00		\$ 511,232.00	92.50%
TOTAL FUNDS AVAILABLE FY 2020/2021		\$ 1,312,345.00		\$ 552,683.00	100.00%

LEGISLATIVE FACT SHEET

DATE: 420/20

BT or RC No: _____
(Administration & City Council Bills)

SPONSOR: Neighborhoods Department / Housing and Community Development Division
(Department/Division/Agency/Council Member)

Contact for all inquiries and presentations: _____

Provide Name: Thomas Daly, Chief

Contact Number: 255-8204

Email Address: tdaly@coj.net

PURPOSE: White Paper (Explain Why this legislation is necessary? Provide; Who, What, When, Where, How and the Impact.) Council Research will complete this form for Council introduced legislation and the Administration is responsible for all other legislation.

(Minimum of 350 words - Maximum of 1 page.)

This legislation appropriates funding received from the U. S. Department of Housing and Urban Development for the Emergency Solutions Grant (ESG) program administered by the Housing and Community Development Division. The ESG program provides funding to: (1) engage homeless individuals and families living on the street; (2) improve the number and quality of emergency shelters for homeless individuals and families; (3) help operate these shelters; (4) provide essential services to shelter residents; (5) rapidly re-house homeless individuals and families; and (6) prevent families/individuals from becoming homeless.

APPROPRIATION: Total Amount Appropriated: \$552,683.00 as follows:

List the source name and provide Object and Subobject Numbers for each category listed below:

(Name of Fund as it will appear in title of legislation)

Name of Federal Funding Source(s):	From: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	Amount: \$552,683.00
	To: EMERGENCY SOLUTIONS GRANT PROGRAM	Amount: \$552,683.00

Name of State Funding Source(s):	From:	Amount:
	To:	Amount:

Name of City of Jacksonville Funding Source(s):	From:	Amount:
	To:	Amount:

Name of In-Kind Contribution(s):	From:	Amount:
	To:	Amount:

Name & Number of Bond Account(s):	From:	Amount:
	To:	Amount:

PLAIN LANGUAGE OF APPROPRIATION / FINANCIAL IMPACT / OTHER:

Explain: Where are the funds coming from, going to, how will the funds be used? Does the funding require a match? Is the funding for a specific time frame? Will there be an ongoing maintenance? ... and staffing obligation? Per Chapters 122 & 106 regarding funding of anticipated post-construction operation costs.

(Minimum of 350 words - Maximum of 1 page.)

The U.S. Department of Housing and Urban Development (HUD), through the Emergency Solutions Grant (ESG) program, provides formula grants to jurisdictions to address homelessness. The ESG program provides funding to: (1) engage homeless individuals and families living on the street; (2) improve the number and quality of emergency shelters for homeless individuals and families; (3) help operate these shelters; (4) provide essential services to shelter residents; (5) rapidly re-house homeless individuals and families; and (6) prevent families/individuals from becoming homeless.

The funds being appropriated within this legislation will be spent towards activities that meet the stated program goals. The City does not contribute general funds to the administration of this program and any positions are authorized and funded through the grant.

The City of Jacksonville must obligate all funds, except for the amount designated for administrative costs, within 180 days after HUD signs the grant agreement. All grant funds must be expended within 24 months after HUD signs the grant agreement. Further obligation and expenditure requirements are specified at 24 CFR 576.

The City of Jacksonville is required to match ESG funds with an equal amount of cash and/or noncash contributions, which may include donated buildings, materials and volunteer services. The City accomplishes this match requirement through programs and funding provided by the Social Services Division of the Parks and Recreation Department.

ACTION ITEMS: Purpose / Check List. If "Yes" please provide detail by attaching justification, and code provisions for each.

ACTION ITEMS:		Yes	No	
Emergency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<p>Justification of Emergency: If yes, explanation must include detailed nature of emergency.</p> <div style="border: 1px solid black; height: 80px; width: 100%;"></div>
Federal or State Mandate?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<p>Explanation: If yes, explanation must include detailed nature of mandate including Statute or Provision.</p> <div style="border: 1px solid black; height: 80px; width: 100%;"></div>
Fiscal Year Carryover?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<p>Note: If yes, note must include explanation of all-year subfund carryover language.</p> <div style="border: 1px solid black; padding: 5px;">This is an All-Year's Subfund</div>
CIP Amendment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<p>Attachment: If yes, attach appropriate CIP form(s). Include justification for mid-year amendment.</p>
Contract / Agreement Approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<p>Attachment & Explanation: If yes, attach the Contract / Agreement and name of Department (and contact name) that will provide oversight. Indicate if negotiations are on-going and with whom. Has OGC reviewed / drafted?</p> <div style="border: 1px solid black; height: 120px; width: 100%;"></div>
Related RC/BT?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<p>Attachment: If yes, attach appropriate RC/BT form(s).</p>
Waiver of Code?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<p>Code Reference: If yes, identify code section(s) in box below and provide detailed explanation (including impacts) within white paper.</p> <div style="border: 1px solid black; height: 30px; width: 100%;"></div>
Code Exception?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<p>Code Reference: If yes, identify code in box below and provide detailed explanation (including impacts) within white paper.</p> <div style="border: 1px solid black; height: 30px; width: 100%;"></div>
Related Enacted Ordinances?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<p>Code Reference: If yes, identify related code section(s) and ordinance reference number in the box below and provide detailed explanation and any changes necessary within white paper.</p> <div style="border: 1px solid black; height: 30px; width: 100%;"></div>

ACTION ITEMS CONTINUED: Purpose / Check List. If "Yes" please provide detail by attaching justification, and code provisions for each.

ACTION ITEMS:

	Yes	No
Continuation of Grant?	X	

Explanation: How will the funds be used? Does the funding require a match? Is the funding for a specific time frame and/or multi-year? If multi-year, note year of grant? Are there long-term implications for the General Fund?

The funds being appropriated within this legislation will be spent towards activities that meet the stated program goals. The City does not contribute general funds to the administration of this program and any positions are authorized and funded through the grant.

The City of Jacksonville must obligate all funds, except for the amount designated for administrative costs, within 180 days after HUD signs the grant agreement. All grant funds must be expended within 24 months after HUD signs the grant agreement. Further obligation and expenditure requirements are specified at 24 CFR 576.

The City of Jacksonville is required to match ESG funds with an equal amount of cash and/or noncash contributions, which may include donated buildings, materials and volunteer services. The City accomplishes this match requirement through programs and funding provided by the Social Services Division of the Parks and Recreation Department.

Surplus Property Certification?		X
Reporting Requirements?		X

Explanation: List agencies (including City Council / Auditor) to receive reports and frequency of reports, including when reports are due. Provide Department (include contact name and telephone number) responsible for generating reports.

Division Chief: _____
Thomas Daly (signature)

Date: 4/20/2020

Prepared By: _____
Laura Stagner (signature)

Date: 4/20/2020

ADMINISTRATIVE TRANSMITTAL

To: MBRC, c/o Roselyn Chall, Budget Office, St. James Suite 325

Thru: Bryan Mosier, Director, Neighborhoods Department

(Name, Job Title, Department)

Phone: 255-8902

E-mail: stephanieb@coj.net

From: Thomas Daly, Chief, Housing and Community Development Division

(Name, Job Title, Department)

Phone: 255-8204

E-mail: tdaly@coj.net

Primary Contact: Thomas Daly, Chief, Housing and Community Development Division

(Name, Job Title, Department)

Phone: 255-8204

E-mail: tdaly@coj.net

CC: Jordan Elsbury, Intergovernmental Affairs Liaison, Office of the Mayor

904-255-5013 E-mail: jelsbury@coj.net

COUNCIL MEMBER / INDEPENDENT AGENCY / CONSTITUTIONAL OFFICER TRANSMITTAL

To: Peggy Sidman, Office of General Counsel, St. James Suite 480

Phone: 904-630-4647

E-mail: psidman@coj.net

From:

Initiating Council Member / Independent Agency / Constitutional Officer

Phone:

E-mail:

Primary

Contact: (Name, Job Title, Department)

Phone:

E-mail:

CC: Jordan Elsbury, Intergovernmental Affairs Liaison, Office of the Mayor

904-255-5013 E-mail: jelsbury@coj.net

Independent Agency Action Item:

Yes

No

Boards Action / Resolution?

Attachment: If yes, attach appropriate documentation. If no, when is board action scheduled?

FACT SHEET IS REQUIRED BEFORE LEGISLATION IS INTRODUCED

Item 13

**City of Jacksonville, Florida
Request for Budget Transfer Form**

Neighborhoods Department / Housing & Community Development Division
Department or Area Responsible for Contract / Compliance / Oversight

CityWide
Council District(s)

Reversion of Funds: _____
(if applicable) Fund / Center / Account / Project * / Activity / Interfund / Future

All-Years Fund
Fiscal Yr(s) of carry over (all-years funds do not require a carryover)

Section of Code Being Waived (if applicable): _____

CIP (yes or no): _____

Justification for Waiver

Justification for / Description of Transfer:

Appropriation of the 2020-2021 HOME Investment Program formula grant from the U.S. Department of Housing and Urban Development. RC21-002

Net Amount Appropriated and/or Transferred: \$3,228,064.00

* This element of the account string is titled project but it houses both projects and grants.

CITY COUNCIL

Requesting Council Member: _____

CM's District: _____

Requesting Council Member: _____

CM's District: _____

Prepared By: _____

Ordinance: _____

OFFICE OF THE MAYOR

BUDGET ORDINANCE TRANSFER DIRECTIVE

TD / BT Number: BT 21-003

	Date Rec'd.	Date Fwd.	Approved	Disapproved
Department Head				
Mayor's Office				
Accounting Division				
Budget Division				

Date of Action By Mayor: _____

Approved: _____

Division Chief: Thomas Daly, Esq.

Date Initiated: 4/20/20

Prepared By: Laura Stagner

Phone Number: 255-8200

Initiated / Requested By (if other than Department): Jacksonville Housing and Community Development Commission

Budget Transfer Line Item Detail

* This element of the account string is titled project but it houses both projects and grants.

TRANSFER FROM: (Revenue line items in this area are being appropriated and expense line items are being de-appropriated.)

Rev Exp	Fund Title	Activity / Grant / Project Title	Line Item / Account Title	Amount	Accounting Codes							
					Fund	Center	Account	Project *	Activity	Interfund	Future	
				Total:	\$3,228,064.00							
REV	HOME Investment Program	HOME Investment 20-21	Contributions from HUD	\$ 3,228,064.00	11603	174104	331509	TBD	00000000	00000	0000000	

TRANSFER TO: (Revenue line items in this area are being de-appropriated and expense line items are being appropriated.)

Rev Exp	Fund Title	Activity / Grant / Project Title	Line Item / Subobject Title	Amount	Accounting Codes							
					Fund	Center	Account	Project *	Activity	Interfund	Future	
				Total:	\$3,228,064.00							
EXP	HOME Investment Program	HOME 20-21 Administration	Permanent & Probationary Salaries	192,932.69	11603	174104	512010	TBD	00000000	00000	0000000	
EXP	HOME Investment Program	HOME 20-21 Administration	Special Pay - Pensionable	1,240.00	11603	174104	515110	TBD	00000000	00000	0000000	
EXP	HOME Investment Program	HOME 20-21 Administration	Medicare Tax	2,824.00	11603	174104	521020	TBD	00000000	00000	0000000	
EXP	HOME Investment Program	HOME 20-21 Administration	Pension Contributions	5,763.76	11603	174104	522010	TBD	00000000	00000	0000000	
EXP	HOME Investment Program	HOME 20-21 Administration	Pension Contributions - Unfunded	16,054.39	11603	174104	522011	TBD	00000000	00000	0000000	
EXP	HOME Investment Program	HOME 20-21 Administration	Disability Trust Fund	582.51	11603	174104	522070	TBD	00000000	00000	0000000	
EXP	HOME Investment Program	HOME 20-21 Administration	GEEP Defined Contribution	8,611.66	11603	174104	522130	TBD	00000000	00000	0000000	
EXP	HOME Investment Program	HOME 20-21 Administration	Group Dental Plan	475.22	11603	174104	523010	TBD	00000000	00000	0000000	
EXP	HOME Investment Program	HOME 20-21 Administration	Group Life Insurance	569.44	11603	174104	523030	TBD	00000000	00000	0000000	
EXP	HOME Investment Program	HOME 20-21 Administration	Group Health Insurance	24,527.34	11603	174104	523040	TBD	00000000	00000	0000000	
EXP	HOME Investment Program	HOME 20-21 Administration	Workers Compensation	574.00	11603	174104	524010	TBD	00000000	00000	0000000	

City of Jacksonville
 Neighborhoods Department
 Housing and Community Development Division
 Schedule of Proposed Funding
 HOME Investment Partnership Program (HOME) 2020-2021 Program

RECIPIENT	PROJECT TITLE	TOTAL REQUESTED	TOTAL FUNDED BY THIS LEGISLATION	% OF FUNDING
HOME INVESTMENT PARTNERSHIP PROGRAM				
<u>ADMINISTRATION</u>				
Housing and Community Development Division	Administration	N/A	\$ 322,806.00	
TOTAL ADMINISTRATION		\$ -	\$ 322,806.00	10.00%
<u>HOME INVESTMENT PARTNERSHIP PROGRAM ACTIVITIES</u>				
CHDO Development Set-Aside	CHDO Development Subsidies	N/A	\$ 484,210.00	
CHDO Operating Set-Aside	CHDO Operating Subsidies	N/A	\$ 50,000.00	
Housing and Community Development Division	Voluntary Home Buy-Out Match	N/A	\$ 500,000.00	
Housing and Community Development Division	Headstart to Homeownership Program	N/A	\$ 371,048.00	
Other Qualified Entities	Revolving Loan Program	N/A	\$ 1,500,000.00	
TOTAL HOME INVESTMENT PARTNERSHIP PROGRAM ACTIVITIES		\$ -	\$ 2,905,258.00	90.00%
TOTAL FUNDS AVAILABLE FY 2019/2020		\$ -	\$ 3,228,064.00	100.00%

LEGISLATIVE FACT SHEET

DATE: 04/20/20

BT or RC No: _____
(Administration & City Council Bills)

SPONSOR: Neighborhoods Department / Housing and Community Development Division
(Department/Division/Agency/Council Member)

Contact for all inquiries and presentations: _____

Provide Name: Thomas Daly, Chief, Housing and Community Development Division

Contact Number: 255-8204

Email Address: tdaly@coj.net

PURPOSE: White Paper (Explain Why this legislation is necessary? Provide; Who, What, When, Where, How and the Impact.) Council Research will complete this form for Council introduced legislation and the Administration is responsible for all other legislation.

(Minimum of 350 words - Maximum of 1 page.)

This legislation appropriates funding received from the U.S. Department of Housing and Urban Development (HUD) for the HOME Investment Partnership (HOME) program administered by the Housing and Community Development Division. The HOME program is distributed on a formula basis to state and local governments which choose how to invest the funds to best meet local housing needs. HOME funds must be used to assist low- and very low-income households. This assistance can be provided in a number of different ways, and through a range of housing activities, including rehabilitation, new construction, and direct assistance to tenants and homebuyers.

APPROPRIATION: Total Amount Appropriated: \$3,228,064.00 as follows:
 List the source name and provide Object and Subobject Numbers for each category listed below:

(Name of Fund as it will appear in title of legislation)

Name of Federal Funding Source(s):	From: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	Amount: \$3,228,064.00
	To: HOME INVESTMENT PARTNESHIP (HOME) PROGRAM	Amount: \$3,228,064.00
Name of State Funding Source(s):	From: _____	Amount: _____
	To: _____	Amount: _____
Name of City of Jacksonville Funding Source(s):	From: _____	Amount: _____
	To: _____	Amount: _____
Name of In-Kind Contribution(s):	From: _____	Amount: _____
	To: _____	Amount: _____
Name & Number of Bond Account(s):	From: _____	Amount: _____
	To: _____	Amount: _____

PLAIN LANGUAGE OF APPROPRIATION / FINANCIAL IMPACT / OTHER:

Explain: Where are the funds coming from, going to, how will the funds be used? Does the funding require a match? Is the funding for a specific time frame? Will there be an ongoing maintenance? ... and staffing obligation? Per Chapters 122 & 106 regarding funding of anticipated post-construction operation costs.

(Minimum of 350 words - Maximum of 1 page.)

The U.S. Department of Housing and Urban Development (HUD), through the HOME Investment Partnerships Program (HOME), provides formula grants to States and localities that communities use - often in partnership with local nonprofit groups - to fund a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance to low-income people. HOME is the largest federal block grant to state and local governments designed exclusively to create affordable housing for low-income households.

The funds being appropriated within this legislation will be spent for the City's Limited Repair Program, development subsidies for certified Community Housing Development Organizations (CHDOs), and a revolving loan fund and the costs associated with the administration and delivery of the program. The City does not contribute general funds to the administration or delivery of this program and all positions are authorized and funded through the grant.

The City of Jacksonville must obligate all funds, except for the amount designated for administrative costs, within two years after HUD signs the grant agreement. All grant funds must be expended within five years after HUD signs the grant agreement. Additional obligation and expenditure requirements are specified at 24 CFR Part 92.

Some special conditions apply to the use of HOME funds. Jurisdictions must match every dollar of HOME funds used (except for administrative costs) with 25 cents from nonfederal sources, which may include donated materials or labor, the value of donated property, proceeds from bond financing, and other resources. The City meets this match requirement by utilizing State Housing Initiative Partnership (SHIP) funds for activities and recipients that are eligible under the HOME program.

ACTION ITEMS: Purpose / Check List. If "Yes" please provide detail by attaching justification, and code provisions for each.

ACTION ITEMS:		Yes	No	
Emergency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<p>Justification of Emergency: If yes, explanation must include detailed nature of emergency.</p> <div style="border: 1px solid black; height: 50px; width: 100%;"></div>
Federal or State Mandate?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<p>Explanation: If yes, explanation must include detailed nature of mandate including Statute or Provision.</p> <div style="border: 1px solid black; height: 50px; width: 100%;"></div>
Fiscal Year Carryover?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<p>Note: If yes, note must include explanation of all-year subfund carryover language.</p> <p>All-Year's Subfund</p> <div style="border: 1px solid black; height: 50px; width: 100%;"></div>
CIP Amendment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<p>Attachment: If yes, attach appropriate CIP form(s). Include justification for mid-year amendment.</p>
Contract / Agreement Approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<p>Attachment & Explanation: If yes, attach the Contract / Agreement and name of Department (and contact name) that will provide oversight. Indicate if negotiations are on-going and with whom. Has OGC reviewed / drafted?</p> <div style="border: 1px solid black; height: 50px; width: 100%;"></div>
Related RC/BT?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<p>Attachment: If yes, attach appropriate RC/BT form(s).</p>
Waiver of Code?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<p>Code Reference: If yes, identify code section(s) in box below and provide detailed explanation (including impacts) within white paper.</p> <div style="border: 1px solid black; height: 50px; width: 100%;"></div>
Code Exception?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<p>Code Reference: If yes, identify code in box below and provide detailed explanation (including impacts) within white paper.</p> <div style="border: 1px solid black; height: 50px; width: 100%;"></div>
Related Enacted Ordinances?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<p>Code Reference: If yes, identify related code section(s) and ordinance reference number in the box below and provide detailed explanation and any changes necessary within white paper.</p> <div style="border: 1px solid black; height: 50px; width: 100%;"></div>

ACTION ITEMS CONTINUED: Purpose / Check List. If "Yes" please provide detail by attaching justification, and code provisions for each.

ACTION ITEMS:

	Yes	No
Continuation of Grant?	X	

Explanation: How will the funds be used? Does the funding require a match? Is the funding for a specific time frame and/or multi-year? If multi-year, note year of grant? Are there long-term implications for the General Fund?

The funds being appropriated within this legislation will be spent for the City's Limited Repair Program, development subsidies for certified Community Housing Development Organizations (CHDOs), and a revolving loan fund and the costs associated with the administration and delivery of the program. The City does not contribute general funds to the administration or delivery of this program and all positions are authorized and funded through the grant.

The City of Jacksonville must obligate all funds, except for the amount designated for administrative costs, within two years after HUD signs the grant agreement. All grant funds must be expended within five years after HUD signs the grant agreement. Additional obligation and expenditure requirements are specified at 24 CFR Part 92.

Some special conditions apply to the use of HOME funds. Jurisdictions must match every dollar of HOME funds used (except for administrative costs) with 25 cents from nonfederal sources, which may include donated materials or labor, the value of donated property, proceeds from bond financing, and other resources. The City meets this match requirement by utilizing State Housing Initiative Partnership (SHIP) funds for activities and recipients that are eligible under the HOME program.

Surplus Property Certification?		X
Reporting Requirements?		X

Explanation: List agencies (including City Council / Auditor) to receive reports and frequency of reports, including when reports are due. Provide Department (include contact name and telephone number) responsible for generating reports.

Division Chief: Thomas Daly
(signature)

Date: 4/20/2020

Prepared By: Laura Stagner
(signature)

Date: 4/20/2020

ADMINISTRATIVE TRANSMITTAL

To: MBRC, c/o Roselyn Chall, Budget Office, St. James Suite 325

Thru: Stephanie Burch, Director, Neighborhoods Department
(Name, Job Title, Department)
Phone: 255-8902 E-mail: stephanieb@coj.net

From: Thomas Daly, Chief, Housing and Community Development Division
Initiating Department Representative (Name, Job Title, Department)
Phone: 255-8204 E-mail: tdaly@coj.net

Primary Contact: Thomas Daly, Chief, Housing and Community Development Division
(Name, Job Title, Department)
Phone: 255-8204 E-mail: tdaly@coj.net

CC: Allison Korman Shelton, Director of Intergovernmental Affairs, Office of the Mayor
904-630-1825 E-mail: akshelton@coj.net

COUNCIL MEMBER / INDEPENDENT AGENCY / CONSTITUTIONAL OFFICER TRANSMITTAL

To: Peggy Sidman, Office of General Counsel, St. James Suite 480
Phone: 904-630-4647 E-mail: psidman@coj.net

From: _____
Initiating Council Member / Independent Agency / Constitutional Officer
Phone: _____ E-mail: _____

Primary Contact: _____
(Name, Job Title, Department)
Phone: _____ E-mail: _____

CC: Allison Korman Shelton, Director of Intergovernmental Affairs, Office of the Mayor
904-630-1825 E-mail: akshelton@coj.net

Independent Agency Action Item: Yes No
Boards Action / Resolution? Attachment: If yes, attach appropriate documentation. If no, when is board action scheduled?

FACT SHEET IS REQUIRED BEFORE LEGISLATION IS INTRODUCED

Item 14

DATE _____ RECOMMENDED _____ NOT RECOMMENDED _____

DIVISION CHIEF: _____

DEPARTMENT HEAD: _____

HR CHIEF: _____

BUDGET OFFICE: _____

DEPARTMENT: Neighborhoods Department / Housing & Community Development TO BE EFFECTIVE: 10/1/2020

ACTION	No.	ACTIVITY NO/ DESCRIPTION	TITLE	OCC CODE	PAY GRADE	PAY RANGE
Delete	1	ERCD1N5 / PDC010-20 HOME Admin	Human Services Planner III	P0145	26.16	\$42,099.11- \$79,275.48
Add	1	ERCD1N5 / PDC010-21 HOME Admin	Human Services Planner III	P0145	26.16	\$42,099.11- \$79,275.48
Delete	1	ERCD1N5 / PDC010-20 HOME Admin	Credit Compliance Manager	04470	29.15	\$57,909.78- \$97,501.24
Add	1	ERCD1N5 / PDC010-21 HOME Admin	Credit Compliance Manager	04470	29.15	\$57,909.78- \$97,501.24
Delete	1	ERCD1N5 / PDC010-20 HOME Admin	Housing Services Manager	04345	29.14	\$54,631.86- \$91,982.29

FUNDING: Indicate funding for this change:
 Funds are available within current appropriations for this change: Yes No
 If NO, funds will be provided by:

Funds are contained within companion BT # _____

JUSTIFICATION:
To reauthorize grant-positions to new year grant funding.
The changes in positions within the grant are based upon anticipated time and effort. No positions are being added or deleted within the Division as a whole. (One Position Transferred to SHIP)

Reference TD/BT BT21-003 Council approval required? Yes No Date action required: 10/1/2020

ACTION TAKEN BY MBRC: _____ SIGNATURES: _____

Chief Administrative Officer _____

MAYOR _____

AMENDMENTS: _____ Comments: _____

Item 15

**City of Jacksonville, Florida
Request for Budget Transfer Form**

Neighborhoods Department / Housing & Community Development Division
Department or Area Responsible for Contract / Compliance / Oversight

CityWide
Council District(s)

Reversion of Funds: _____
(if applicable) Fund / Center / Account / Project * / Activity / Interfund / Future

All-Years Fund
Fiscal Yr(s) of carry over (all-years funds do not require a carryover)

Section of Code Being Waived (if applicable): _____

CIP (yes or no): _____

Justification for Waiver

Justification for / Description of Transfer:

Appropriation of the 2020-2021 Housing Opportunities for Persons with AIDS (HOPWA) formula grant from the U.S. Department of Housing and Urban Development. RC21-003

Net Amount Appropriated and/or Transferred: \$2,610,888.00

* This element of the account string is titled project but it houses both projects and grants.

CITY COUNCIL

Requesting Council Member: _____

CM's District: _____

Requesting Council Member: _____

CM's District: _____

Prepared By: _____

Ordinance: _____

OFFICE OF THE MAYOR

BUDGET ORDINANCE TRANSFER DIRECTIVE

TD / BT Number: BT 21-004

	Date Rec'd.	Date Fwd.	Approved	Disapproved
Department Head				
Mayor's Office				
Accounting Division				
Budget Division				

Date of Action By Mayor: _____

Approved: _____

Division Chief: Thomas Daly, Esq.

Date Initiated: 4/20/20

Prepared By: Laura Stagner

Phone Number: 255-8200

Initiated / Requested By (if other than Department): Jacksonville Housing and Community Development Commission

Budget Transfer Line Item Detail

* This element of the account string is titled project but it houses both projects and grants.

TRANSFER FROM: (Revenue line items in this area are being appropriated and expense line items are being de-appropriated.)

Rev Exp	Fund Title	Activity / Grant / Project Title	Line Item / Account Title	Amount	Accounting Codes							
					Fund	Center	Account	Project *	Activity	Interfund	Future	
				Total:	\$2,610,888.00							
REV	Housing Opportunities for Persons w/ AIDS	HOPWA Program 20-21	Contributions from HUD	\$ 2,610,888.00	11602	174105	331509	TBD	00000000	00000	00000000	

TRANSFER TO: (Revenue line items in this area are being de-appropriated and expense line items are being appropriated.)

Rev Exp	Fund Title	Activity / Grant / Project Title	Line Item / Subobject Title	Amount	Accounting Codes							
					Fund	Center	Account	Project *	Activity	Interfund	Future	
				Total:	\$2,610,888.00							
EXP	Housing Opportunities for Persons w/ AIDS	HOPWA 20-21 Administration	Permanent & Probationary Salaries	50,548.79	11602	174105	512010	TBD	00000000	00000	00000000	
EXP	Housing Opportunities for Persons w/ AIDS	HOPWA 20-21 Administration	Special Pay - Pensionable	1,085.00	11602	174105	515110	TBD	00000000	00000	00000000	
EXP	Housing Opportunities for Persons w/ AIDS	HOPWA 20-21 Administration	Medicare Tax	750.23	11602	174105	521020	TBD	00000000	00000	00000000	
EXP	Housing Opportunities for Persons w/ AIDS	HOPWA 20-21 Administration	Pension Contributions	1,825.90	11602	174105	522010	TBD	00000000	00000	00000000	
EXP	Housing Opportunities for Persons w/ AIDS	HOPWA 20-21 Administration	Pension Contributions - Unfunded	5,085.87	11602	174105	522011	TBD	00000000	00000	00000000	
EXP	Housing Opportunities for Persons w/ AIDS	HOPWA 20-21 Administration	Disability Trust Fund	154.89	11602	174105	522070	TBD	00000000	00000	00000000	
EXP	Housing Opportunities for Persons w/ AIDS	HOPWA 20-21 Administration	GEEP Defined Contribution	1,572.34	11602	174105	522130	TBD	00000000	00000	00000000	
EXP	Housing Opportunities for Persons w/ AIDS	HOPWA 20-21 Administration	Group Dental Plan	164.71	11602	174105	523010	TBD	00000000	00000	00000000	
EXP	Housing Opportunities for Persons w/ AIDS	HOPWA 20-21 Administration	Group Life Insurance	101.97	11602	174105	523030	TBD	00000000	00000	00000000	

City of Jacksonville
 Neighborhoods Department
 Housing and Community Development Division
 Schedule of Proposed Funding
 Housing Opportunities for Persons with AIDS (HOPWA) 2020-2021 Program

RECIPIENT	PROJECT TITLE	TOTAL REQUESTED	SCORE %	TOTAL FUNDED BY THIS LEGISLATION	% OF FUNDING
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PROGRAM					
ADMINISTRATION					
Housing and Community Development Division	Administration	N/A	N/A	\$ 78,326.00	
TOTAL ADMINISTRATION		\$ -		\$ 78,326.00	3.00%
HOPWA PROGRAM ACTIVITIES					
JASMYN, Inc.	Permanent Support Housing	\$ 147,880.00	89.33	\$ 147,880.00	
Northeast Florida AIDS Network, Inc.	Permanent Support Housing	\$ 300,000.00	82.33	\$ 300,000.00	
Catholic Charities Bureau, Inc., Jacksonville Regional Office	Short-Term Rent, Mortgage and Utility (STRMU)	\$ 1,300,000.00	81.33	\$ 1,023,029.00	
Northeast Florida AIDS Network, Inc.	Short-Term Rent, Mortgage and Utility (STRMU)	\$ 649,255.00	81.00	\$ 486,941.00	
Lutheran Social Services of NE Fl	Short-Term Rent, Mortgage and Utility (STRMU)	\$ 527,763.00	80.33	\$ 395,822.00	
Gateway Community Services, Inc.	Supportive Services	\$ 64,054.00	77.33	\$ 48,041.00	
River Region Human Services, Inc.	Supportive Services	\$ 174,465.73	72.00	\$ 130,849.00	
TOTAL HOPWA PROGRAM ACTIVITIES		\$ 3,163,417.73		\$ 2,532,562.00	97.00%
TOTAL FUNDS AVAILABLE FY 2020/2021		\$ 3,163,417.73		\$ 2,610,888.00	100.00%

LEGISLATIVE FACT SHEET

DATE: 04/20/20

BT or RC No: _____
(Administration & City Council Bills)

SPONSOR: Neighborhoods Department / Housing and Community Development Division
(Department/Division/Agency/Council Member)

Contact for all inquiries and presentations: _____

Provide Name: Thomas Daly, Chief

Contact Number: 255-8204

Email Address: tdaly@coj.net

PURPOSE: White Paper (Explain Why this legislation is necessary? Provide; Who, What, When, Where, How and the Impact.) Council Research will complete this form for Council introduced legislation and the Administration is responsible for all other legislation.

(Minimum of 350 words - Maximum of 1 page.)

This legislation appropriates funding received from the U. S. Department of Housing and Urban Development (HUD) for the Housing Opportunities for Persons with AIDS (HOPWA) program administered by the Housing and Community Development Division. The HOPWA program was established to provide housing assistance and related supportive services for low-income persons living with HIV/AIDS and their families. HOPWA funds may be used for a wide range of housing, social services, program planning, and development costs. These include, but are not limited to, the acquisition; rehabilitation; or new construction of housing units; costs for facility operations; rental assistance; and short-term payments to prevent homelessness. An essential component in providing housing assistance for this targeted special needs population is the coordination and delivery of support services. Consequently, HOPWA funds also may be used for services including (but not limited to) assessment and case management, substance abuse treatment, mental health treatment, nutritional services, job training and placement assistance, and assistance with daily living.

APPROPRIATION: Total Amount Appropriated: \$2,610,888.00 as follows:
 List the source **name** and **provide Object and Subobject Numbers** for each category listed below:

(Name of Fund as it will appear in title of legislation)

Name of Federal Funding Source(s):	From: U.S. Housing and Urban Development	Amount: \$2,610,888.00
	To: Housing Opportunities for Persons w/AIDS Program	Amount: \$2,610,888.00
Name of State Funding Source(s):	From:	Amount:
	To:	Amount:
Name of City of Jacksonville Funding Source(s):	From:	Amount:
	To:	Amount:
Name of In-Kind Contribution(s):	From:	Amount:
	To:	Amount:
Name & Number of Bond Account(s):	From:	Amount:
	To:	Amount:

PLAIN LANGUAGE OF APPROPRIATION / FINANCIAL IMPACT / OTHER:

Explain: Where are the funds coming from, going to, how will the funds be used? Does the funding require a match? Is the funding for a specific time frame? Will there be an ongoing maintenance? ... and staffing obligation? Per Chapters 122 & 106 regarding funding of anticipated post-construction operation costs.

(Minimum of 350 words - Maximum of 1 page.)

The U. S. Department of Housing and Urban Development (HUD), through its Housing Opportunities for Persons with AIDS (HOPWA) program, provides formula grants to jurisdictions to address housing assistance and related supportive services for low-income persons living with HIV/AIDS and their families. HOPWA funds may be used for a wide range of housing, social services, program planning, and development costs. These include, but are not limited to, the acquisition; rehabilitation; or new construction of housing units; costs for facility operations; rental assistance; and short-term payments to prevent homelessness. An essential component in providing housing assistance for this targeted special needs population is the coordination and delivery of support services. Consequently, HOPWA funds also may be used for services including (but not limited to) assessment and case management, substance abuse treatment, mental health treatment, nutritional services, job training and placement assistance, and assistance with daily living.

The funds being appropriated within this legislation will be spent towards activities that meet the stated program goals. The City does not contribute general funds to the administration of this program and any positions are authorized and funded through the grant.

The City of Jacksonville must expend all grant funds within 36 months after HUD signs the grant agreement. Further obligation and expenditure requirements are specified at 24 CFR 574.

The City of Jacksonville is not required to match HOPWA funds.

ACTION ITEMS: Purpose / Check List. If "Yes" please provide detail by attaching justification, and code provisions for each.

ACTION ITEMS:	Yes	No	
Emergency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Justification of Emergency: If yes, explanation must include detailed nature of emergency.</p> <div style="border: 1px solid black; height: 60px; width: 100%;"></div>
Federal or State Mandate?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Explanation: If yes, explanation must include detailed nature of mandate including Statute or Provision.</p> <div style="border: 1px solid black; height: 60px; width: 100%;"></div>
Fiscal Year Carryover?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Note: If yes, note must include explanation of all-year subfund carryover language.</p> <div style="border: 1px solid black; padding: 5px;">This is an all years subfund. Carryover is not required.</div>
CIP Amendment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Attachment: If yes, attach appropriate CIP form(s). Include justification for mid-year amendment.</p>
Contract / Agreement Approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Attachment & Explanation: If yes, attach the Contract / Agreement and name of Department (and contact name) that will provide oversight. Indicate if negotiations are on-going and with whom. Has OGC reviewed / drafted?</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>
Related RC/BT?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>Attachment: If yes, attach appropriate RC/BT form(s).</p>
Waiver of Code?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Code Reference: If yes, identify code section(s) in box below and provide detailed explanation (including impacts) within white paper.</p> <div style="border: 1px solid black; height: 30px; width: 100%;"></div>
Code Exception?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Code Reference: If yes, identify code in box below and provide detailed explanation (including impacts) within white paper.</p> <div style="border: 1px solid black; height: 30px; width: 100%;"></div>
Related Enacted Ordinances?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Code Reference: If yes, identify related code section(s) and ordinance reference number in the box below and provide detailed explanation and any changes necessary within white paper.</p> <div style="border: 1px solid black; height: 30px; width: 100%;"></div>

ACTION ITEMS CONTINUED: Purpose / Check List. If "Yes" please provide detail by attaching justification, and code provisions for each.

ACTION ITEMS:

	Yes	No
Continuation of Grant?	X	

Explanation: How will the funds be used? Does the funding require a match? Is the funding for a specific time frame and/or multi-year? If multi-year, note year of grant? Are there long-term implications for the General Fund?

The funds being appropriated within this legislation will be spent towards activities that meet the stated program goals. The City does not contribute general funds to the administration of this program and any positions are authorized and funded through the grant.

The City of Jacksonville must expend all grant funds within 36 months after HUD signs the grant agreement. Further obligation and expenditure requirements are specified at 24 CFR 574.

The City of Jacksonville is not required to match HOPWA funds.

Surplus Property Certification?		X
Reporting Requirements?		X

Explanation: List agencies (including City Council / Auditor) to receive reports and frequency of reports, including when reports are due. Provide Department (include contact name and telephone number) responsible for generating reports.

Division Chief: _____
Thomas Daly (signature)

Date: 4/20/2020

Prepared By: _____
Laura Stagner (signature)

Date: 4/20/2020

ADMINISTRATIVE TRANSMITTAL

To: MBRC, c/o Roselyn Chall, Budget Office, St. James Suite 325

Thru: Bryan Mosier, Director, Neighborhoods Department

(Name, Job Title, Department)

Phone: 255-8902

E-mail: stephanieb@coj.net

From: Thomas Daly, Chief, Housing and Community Development Division

Initiating Department Representative (Name, Job Title, Department)

Phone: 255-8204

E-mail: tdaly@coj.net

Primary Contact: Thomas Daly, Chief, Housing and Community Development Division

(Name, Job Title, Department)

Phone: 255-8204

E-mail: tdaly@coj.net

CC: Jordan Elsbury, Intergovernmental Affairs Liaison, Office of the Mayor

904-255-5013 E-mail: jelsbury@coj.net

COUNCIL MEMBER / INDEPENDENT AGENCY / CONSTITUTIONAL OFFICER TRANSMITTAL

To: Peggy Sidman, Office of General Counsel, St. James Suite 480

Phone: 904-630-4647

E-mail: psidman@coj.net

From:

Initiating Council Member / Independent Agency / Constitutional Officer

Phone: _____

E-mail: _____

Primary

Contact: _____
(Name, Job Title, Department)

Phone: _____

E-mail: _____

CC: Jordan Elsbury, Intergovernmental Affairs Liaison, Office of the Mayor

904-255-5013 E-mail: jelsbury@coj.net

Independent Agency Action Item:

Yes

No

Boards Action / Resolution?

Attachment: If yes, attach appropriate documentation. If no, when is board action scheduled?

FACT SHEET IS REQUIRED BEFORE LEGISLATION IS INTRODUCED

Item 16

DATE _____ RECOMMENDED _____ NOT RECOMMENDED _____

DIVISION CHIEF: _____

DEPARTMENT HEAD: _____

HR CHIEF: _____

BUDGET OFFICE: _____

DEPARTMENT: Neighborhoods Department / Housing & Community Development TO BE EFFECTIVE: 10/1/2020

ACTION	No.	ACTIVITY NO/ DESCRIPTION	TITLE	OCC CODE	PAY GRADE	PAY RANGE
Delete	1	ERCD1N4 / PDC012 / 20 Housing Opportunities for Persons w/AIDS	Program Manager	W0129	16.16	\$40,960.30-\$82,250.69
Add	1	ERCD1N4 / PDC012 / 21 Housing Opportunities for Persons w/AIDS	Program Manager	W0129	16.16	\$40,960.30-\$82,250.69

FUNDING: Indicate funding for this change:
 Funds are available within current appropriations for this change: Yes No
 If NO, funds will be provided by:

Funds are contained within companion BT # _____

JUSTIFICATION:
To reauthorize grant-funded position to new year grant funding

Reference TD/BT BT21-004 Council approval required? Yes No Date action required: 10/1/2020

ACTION TAKEN BY MBRC: _____ SIGNATURES: _____

_____ Chief Administrative Officer

_____ MAYOR

AMENDMENTS: _____ Comments: _____

Item 17

**City of Jacksonville, Florida
Request for Budget Transfer Form**

Neighborhoods Department / Housing & Community Development Division
Department or Area Responsible for Contract / Compliance / Oversight

CityWide
Council District(s)

Reversion of Funds: _____
(if applicable) Fund / Center / Account / Project * / Activity / Interfund / Future

All-Years Fund
Fiscal Yr(s) of carry over (all-years funds do not require a carryover)

Section of Code Being Waived (if applicable): _____

CIP (yes or no): _____

Justification for Waiver

Justification for / Description of Transfer:

Appropriation of the 2020-2021 State Housing Initiatives Partnership (SHIP) formula grant from the Florida Department of Economic Development.

Net Amount Appropriated and/or Transferred: \$10,395,947.00

* This element of the account string is titled project but it houses both projects and grants.

CITY COUNCIL

Requesting Council Member: _____

CM's District: _____

Requesting Council Member: _____

CM's District: _____

Prepared By: _____

Ordinance: _____

OFFICE OF THE MAYOR

BUDGET ORDINANCE TRANSFER DIRECTIVE

TD / BT Number: BT 21-005

	Date Rec'd.	Date Fwd.	Approved	Disapproved
Department Head				
Mayor's Office				
Accounting Division				
Budget Division				

Date of Action By Mayor: _____

Approved: _____

Division Chief: Thomas Daly, Esq.

Date Initiated: 4/20/20

Prepared By: Laura Stagner

Phone Number: 255-8200

Initiated / Requested By (if other than Department): Jacksonville Housing and Community Development Commission

Budget Transfer Line Item Detail

* This element of the account string is titled project but it houses both projects and grants.

TRANSFER FROM: (Revenue line items in this area are being appropriated and expense line items are being de-appropriated.)

Rev Exp	Fund Title	Activity / Grant / Project Title	Line Item / Account Title	Amount	Accounting Codes							
					Fund	Center	Account	Project *	Activity	Interfund	Future	
				Total: \$ 10,395,947.00								
REV	State Housing Initiatives Partnership	SHIP Program 2020-2021	Florida Housing Finance Corp	\$ 10,395,947.00	11701	174106	331509	TBD	00000000	00000	00000000	

TRANSFER TO: (Revenue line items in this area are being de-appropriated and expense line items are being appropriated.)

Rev Exp	Fund Title	Activity / Grant / Project Title	Line Item / Subobject Title	Amount	Accounting Codes							
					Fund	Center	Account	Project *	Activity	Interfund	Future	
				Total: \$10,395,947.00								
EXP	State Housing Initiatives Partnership	SHIP 20-21 Administration	Permanent & Probationary Salaries	538,290.08	11701	174106	512010	TBD	00000000	00000	00000000	
EXP	State Housing Initiatives Partnership	SHIP 20-21 Administration	Special Pay - Pensionable	8,060.00	11701	174106	515110	TBD	00000000	00000	00000000	
EXP	State Housing Initiatives Partnership	SHIP 20-21 Administration	Medicare Tax	7,944.05	11701	174106	521020	TBD	00000000	00000	00000000	
EXP	State Housing Initiatives Partnership	SHIP 20-21 Administration	Pension Contributions	22,550.03	11701	174106	522010	TBD	00000000	00000	00000000	
EXP	State Housing Initiatives Partnership	SHIP 20-21 Administration	Pension Contributions - Unfunded	62,810.91	11701	174106	522011	TBD	00000000	00000	00000000	
EXP	State Housing Initiatives Partnership	SHIP 20-21 Administration	Disability Trust Fund	1,639.02	11701	174106	522070	TBD	00000000	00000	00000000	
EXP	State Housing Initiatives Partnership	SHIP 20-21 Administration	GEEP Defined Contribution	8,732.79	11701	174106	522130	TBD	00000000	00000	00000000	
EXP	State Housing Initiatives Partnership	SHIP 20-21 Administration	Group Dental Plan	1,282.07	11701	174106	523010	TBD	00000000	00000	00000000	
EXP	State Housing Initiatives Partnership	SHIP 20-21 Administration	Group Life Insurance	1,514.87	11701	174106	523030	TBD	00000000	00000	00000000	
EXP	State Housing Initiatives Partnership	SHIP 20-21 Administration	Group Health Insurance	76,577.41	11701	174106	523040	TBD	00000000	00000	00000000	
EXP	State Housing Initiatives Partnership	SHIP 20-21 Administration	Workers Compensation	2,585.00	11701	174106	524010	TBD	00000000	00000	00000000	
EXP	State Housing Initiatives Partnership	SHIP 20-21 Administration	Professional Services	20,000.00	11701	174106	531090	TBD	00000000	00000	00000000	
EXP	State Housing Initiatives Partnership	SHIP 20-21 Administration	Travel Expense	5,000.00	11701	174106	540020	TBD	00000000	00000	00000000	
EXP	State Housing Initiatives Partnership	SHIP 20-21 Administration	Advertising & Promotion	1,000.00	11701	174106	548010	TBD	00000000	00000	00000000	
EXP	State Housing Initiatives Partnership	SHIP 20-21 Administration	Miscellaneous Service & Charges	189,067.27	11701	174106	549380	TBD	00000000	00000	00000000	
EXP	State Housing Initiatives Partnership	SHIP 20-21 Administration	Miscellaneous Service & Charges I/S	59,500.00	11701	174106	549041	TBD	00000000	00000	00000000	

Rev Exp	Fund Title	Activity / Grant / Project Title	Line Item / Subobject Title	Amount	Fund	Center	Account	Project *	Activity	Interfund	Future
EXP	State Housing Initiatives Partnership	SHIP 20-21 Administration	Office Supplies	2,500.00	11701	174106	551010	TBD	00000000	00000	0000000
EXP	State Housing Initiatives Partnership	SHIP 20-21 Administration	Uniforms & Safety Equipment	1,000.00	11701	174106	552040	TBD	00000000	00000	0000000
EXP	State Housing Initiatives Partnership	SHIP 20-21 Administration	Furniture & Equipment Under \$1000	1,000.00	11701	174106	552080	TBD	00000000	00000	0000000
EXP	State Housing Initiatives Partnership	SHIP 20-21 Administration	Computer Under \$1000	1,000.00	11701	174106	552290	TBD	00000000	00000	0000000
EXP	State Housing Initiatives Partnership	SHIP 20-21 Administration	Employee Training	5,000.00	11701	174106	554010	TBD	00000000	00000	0000000
EXP	State Housing Initiatives Partnership	SHIP 20-21 Administration	Dues, Subscriptions & Memberships	1,150.00	11701	174106	554020	TBD	00000000	00000	0000000
EXP	State Housing Initiatives Partnership	SHIP 20-21 Administration	Computer Equipment	5,000.00	11701	174106	564270	TBD	00000000	00000	0000000
EXP	State Housing Initiatives Partnership	SHIP 20-21 Downpayment Assistance	Forgivable Loans	3,000,000.00	11701	174106	583040	TBD	00000000	00000	0000000
EXP	State Housing Initiatives Partnership	SHIP 20-21 Emergency Repair Program	Forgivable Loans	750,000.00	11701	174106	583040	TBD	00000000	00000	0000000
EXP	State Housing Initiatives Partnership	SHIP 20-21 Foreclosure Intervention	Forgivable Loans	750,000.00	11701	174106	583040	TBD	00000000	00000	0000000
EXP	State Housing Initiatives Partnership	SHIP 20-21 Owner-Occupied Rehabilitation	Forgivable Loans	2,856,353.00	11701	174106	583040	TBD	00000000	00000	0000000
EXP	State Housing Initiatives Partnership	SHIP 20-21 Rental Housing Development	Forgivable Loans	1,500,000.00	11701	174106	583040	TBD	00000000	00000	0000000
EXP	State Housing Initiatives Partnership	SHIP 20-21 Emergency Response	Other Grants and Aids	500,000.00	11701	174106	583010	TBD	00000000	00000	0000000
EXP	State Housing Initiatives Partnership	SHIP 20-21 Administration	Indirect Costs	16,390.50	11701	174106	599040	TBD	00000000	00000	0000000

City of Jacksonville Neighborhoods Department Housing and Community Development Division Schedule of Proposed Funding State Housing Initiatives Partnership (SHIP) 2020-2021 Program				
RECIPIENT	PROJECT TITLE	TOTAL REQUESTED	TOTAL FUNDED BY THIS LEGISLATION	% OF FUNDING
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM				
ADMINISTRATION				
Housing and Community Development Division	Administration	N/A	\$ 1,039,594.00	
TOTAL ADMINISTRATION		\$ -	\$ 1,039,594.00	10.00%
SHIP PROGRAM ACTIVITIES				
Housing and Community Development Division	Downpayment Assistance	N/A	\$ 3,000,000.00	
Housing and Community Development Division	Emergency Repair Program	N/A	\$ 750,000.00	
Housing and Community Development Division	Foreclosure Intervention	N/A	\$ 750,000.00	
Housing and Community Development Division	Owner-Occupied Rehabilitation	N/A	\$ 2,856,353.00	
Housing and Community Development Division	Rental Housing Development	N/A	\$ 1,500,000.00	
Housing and Community Development Division	Emergency Response	N/A	\$ 500,000.00	
TOTAL SHIP PROGRAM ACTIVITIES		\$ -	\$ 9,356,353.00	90.00%
TOTAL FUNDS AVAILABLE FY 2020/2021		\$ -	\$ 10,395,947.00	100.00%

LEGISLATIVE FACT SHEET

DATE: 04/20/20

BT or RC No: _____
(Administration & City Council Bills)

SPONSOR: Neighborhoods Department / Housing and Community Development Division
(Department/Division/Agency/Council Member)

Contact for all inquiries and presentations: _____

Provide Name: Thomas Daly, Chief

Contact Number: 255-8204

Email Address: tdaly@coi.net

PURPOSE: White Paper (Explain Why this legislation is necessary? Provide; Who, What, When, Where, How and the Impact.) Council Research will complete this form for Council introduced legislation and the Administration is responsible for all other legislation.

(Minimum of 350 words - Maximum of 1 page.)

This legislation appropriates funding received from Florida Housing Finance Corporation (FHFC) for the State Housing Initiatives Partnership (SHIP) program administered by the Housing and Community Development Division. Florida Housing Finance Corporation provides funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and multifamily housing. The program was designed to serve very low, low and moderate income families. SHIP funds are distributed on an entitlement basis to all 67 counties and 52 Community Development Block Grant entitlement cities in Florida.

SHIP dollars may be used to fund emergency repairs, new construction, rehabilitation, down payment and closing cost assistance, acquisition of property for affordable housing, matching dollars for federal housing grants and programs, and homeownership counseling.

APPROPRIATION: Total Amount Appropriated: \$10,395,947.00 as follows:

List the source name and provide **Object and Subobject Numbers** for each category listed below:

(Name of Fund as it will appear in title of legislation)

Name of Federal Funding Source(s):	From: _____	Amount: _____
	To: _____	Amount: _____
Name of State Funding Source(s):	From: Florida Department of Economic Opportunity (334591)	Amount: \$10,395,947.00
	To: Various Accounts (See BT)	Amount: \$10,395,947.00
Name of City of Jacksonville Funding Source(s):	From: _____	Amount: _____
	To: _____	Amount: _____
Name of In-Kind Contribution(s):	From: _____	Amount: _____
	To: _____	Amount: _____
Name & Number of Bond Account(s):	From: _____	Amount: _____
	To: _____	Amount: _____

PLAIN LANGUAGE OF APPROPRIATION / FINANCIAL IMPACT / OTHER:

Explain: Where are the funds coming from, going to, how will the funds be used? Does the funding require a match? Is the funding for a specific time frame? Will there be an ongoing maintenance? ... and staffing obligation? Per Chapters 122 & 106 regarding funding of anticipated post-construction operation costs.

(Minimum of 350 words - Maximum of 1 page.)

Florida Housing Finance Corporation (FHFC), under appropriations it receives from the Florida Department of Economic Opportunity for the State Housing Initiatives Partnership (SHIP) program, provides formula grants to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and multifamily housing. SHIP dollars may be used to fund emergency repairs, new construction, rehabilitation, down payment and closing cost assistance, acquisition of property for affordable housing, matching dollars for federal housing grants and programs, and homeownership counseling.

The funds being appropriated within this legislation will be spent for the City's Headstart to Homeownership Program, Owner-Occupied Rehabilitation Program, matching funds for the City's federal CDBG-DR disaster recovery grant and the costs associated with the administration and delivery of the program. The City does not contribute general funds to the administration or delivery of this program and all positions are authorized and funded through the grant.

There is no match requirement for these funds, however, the City uses these funds to meet the match requirements of the federal HOME Investment Partnerships program and the federal CDBG-DR disaster recovery grant from the U.S. Department of Housing and Urban Development (HUD).

These funds must be committed to eligible projects no later than June 30, 2021 and must be fully expended for completed projects no later than June 30, 2022.

ACTION ITEMS: Purpose / Check List. If "Yes" please provide detail by attaching justification, and code provisions for each.

ACTION ITEMS:		Yes	No	
Emergency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<p>Justification of Emergency: If yes, explanation must include detailed nature of emergency.</p> <div style="border: 1px solid black; height: 80px; width: 100%;"></div>
Federal or State Mandate?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<p>Explanation: If yes, explanation must include detailed nature of mandate including Statute or Provision.</p> <div style="border: 1px solid black; height: 80px; width: 100%;"></div>
Fiscal Year Carryover?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<p>Note: If yes, note must include explanation of all-year subfund carryover language.</p> <p>This is an all-years subfund.</p> <div style="border: 1px solid black; height: 80px; width: 100%;"></div>
CIP Amendment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<p>Attachment: If yes, attach appropriate CIP form(s). Include justification for mid-year amendment.</p>
Contract / Agreement Approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<p>Attachment & Explanation: If yes, attach the Contract / Agreement and name of Department (and contact name) that will provide oversight. Indicate if negotiations are on-going and with whom. Has OGC reviewed / drafted?</p> <div style="border: 1px solid black; height: 120px; width: 100%;"></div>
Related RC/BT?	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<p>Attachment: If yes, attach appropriate RC/BT form(s).</p>
Waiver of Code?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<p>Code Reference: If yes, identify code section(s) in box below and provide detailed explanation (including impacts) within white paper.</p> <div style="border: 1px solid black; height: 40px; width: 100%;"></div>
Code Exception?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<p>Code Reference: If yes, identify code in box below and provide detailed explanation (including impacts) within white paper.</p> <div style="border: 1px solid black; height: 40px; width: 100%;"></div>
Related Enacted Ordinances?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<p>Code Reference: If yes, identify related code section(s) and ordinance reference number in the box below and provide detailed explanation and any changes necessary within white paper.</p> <div style="border: 1px solid black; height: 40px; width: 100%;"></div>

ACTION ITEMS CONTINUED: Purpose / Check List. If "Yes" please provide detail by attaching justification, and code provisions for each.

ACTION ITEMS:

	Yes	No
Continuation of Grant?	X	

Explanation: How will the funds be used? Does the funding require a match? Is the funding for a specific time frame and/or multi-year? If multi-year, note year of grant? Are there long-term implications for the General Fund?

Florida Housing Finance Corporation (FHFC), under appropriations it receives from the Florida Department of Economic Opportunity for the State Housing Initiatives Partnership (SHIP) program, provides formula grants to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and multifamily housing. SHIP dollars may be used to fund emergency repairs, new construction, rehabilitation, down payment and closing cost assistance, impact fees, construction and gap financing, mortgage buy-downs, acquisition of property for affordable housing, matching dollars for federal housing grants and programs, and homeownership counseling.

The funds being appropriated within this legislation will be spent for the City's Headstart to Homeownership Program, Utility-Tap-In Program, Special Needs Housing Development and the costs associated with the administration and delivery of the program. The City does not contribute general funds to the administration or delivery of this program and all positions are authorized and funded through the grant.

Surplus Property Certification?		X
Reporting Requirements?		X

Explanation: List agencies (including City Council / Auditor) to receive reports and frequency of reports, including when reports are due. Provide Department (include contact name and telephone number) responsible for generating reports.

Division Chief: _____
Thomas Daly (signature)

Date: 4/20/2020

Prepared By: _____
Laura Stagner (signature)

Date: 4/20/2020

ADMINISTRATIVE TRANSMITTAL

To: MBRC, c/o Roselyn Chall, Budget Office, St. James Suite 325

Thru: Bryan Mosier, Director, Neighborhoods Department

(Name, Job Title, Department)

Phone: 255-8902

E-mail: stephanieb@coj.net

From: Thomas Daly, Chief, Housing and Community Development Division

Initiating Department Representative (Name, Job Title, Department)

Phone: 255-8204

E-mail: tdaly@coj.net

Primary Contact: Thomas Daly, Chief, Housing and Community Development Division

(Name, Job Title, Department)

Phone: 255-8204

E-mail: tdaly@coj.net

CC: Jordan Elsbury, Intergovernmental Affairs Liaison, Office of the Mayor

904-255-5013 E-mail: jelsbury@coj.net

COUNCIL MEMBER / INDEPENDENT AGENCY / CONSTITUTIONAL OFFICER TRANSMITTAL

To: Peggy Sidman, Office of General Counsel, St. James Suite 480

Phone: 904-630-4647

E-mail: psidman@coj.net

From:

Initiating Council Member / Independent Agency / Constitutional Officer

Phone: _____

E-mail: _____

Primary

Contact: (Name, Job Title, Department)

Phone: _____

E-mail: _____

CC: Jordan Elsbury, Intergovernmental Affairs Liaison, Office of the Mayor

904-255-5013 E-mail: jelsbury@coj.net

Independent Agency Action Item:

Boards Action / Resolution?

Yes

No

Attachment: If yes, attach appropriate documentation. If no, when is board action scheduled?

FACT SHEET IS REQUIRED BEFORE LEGISLATION IS INTRODUCED