

THE TOWN OF  
**Windermere**



**MAYOR AND COUNCIL OF THE TOWN OF WINDERMERE**

**Mayor Jim O'Brien**

**Council Members**

**Andy Williams**

**Tony Davit**

**Mandy David**

**Tom Stroup**

**Brandi Haines**

***Agenda***

***Agenda***

**October 22, 2024**

**6:00 PM**

**WINDERMERE TOWN HALL**

**520 MAIN STREET**

**WINDERMERE, FL 34786**

**JOIN ZOOM MEETING (COPY/PASTE INTO BROWSER): [HTTPS://ZOOM.US/](https://zoom.us/)**

**MEETING ID: 853 1684 6274**

**PASSCODE: 156930**

**ONE TAP MOBILE**

**+13052241968, 85316846274# US**

**PLEASE TURN OFF ALL CELL PHONES AND PAGERS**

PLEASE NOTE: IN ACCORDANCE WITH F.S. 286.26: Person with disabilities needing assistance to participate in any such proceedings should contact the Office of the Clerk at least 48 hours beforehand at (407) 876-2563.

Pursuant to Resolution No. 2005-12 adopted on December 13, 2005, the following Civility Code shall govern all proceedings before the Town of Windermere Town Council:

1. All electronic devices, including cell phones and pagers, shall be either turned off or otherwise silenced.
2. Prolonged conversation shall be conducted outside Council meeting hall.
3. Whistling, heckling, gesturing, loud conversations, or other disruptive behavior is prohibited.
4. Only those individuals who have signed the speaker list and/or/who have been recognized by the Mayor (or Chair) may address comments to the Council.
5. Comments at public hearings shall be limited to the subject being considered by the Council
6. Comments at Open Forums shall be directed to Town issues.
7. All public comments shall avoid personal attacks and abusive language
8. No person attending a Town Council meeting is to harass, annoy, or otherwise disturb any other person in the room.

Any member of the public whose behavior is disruptive and violates the Town of Windermere Civility Code is subject to removal from the Town Council meeting by an officer and such other actions as may be appropriate. PLEASE NOTE: IN ACCORDANCE WITH F.S. 286.0105: Any person who desires to appeal any decision at this meeting will need a record of this proceeding. For this, such person may need to ensure that a verbatim record of such proceeding is made which includes the

## AGENDA

- **THE MEETING IS CALLED TO ORDER BY THE MAYOR**
- **FLAG SALUTE**

### **1. OPEN FORUM / PUBLIC COMMENT (3-Minute Limit)**

### **2. SPECIAL PRESENTATION / PROCLAMATIONS / AWARDS**

- a. **Orange County Public School Half-Cent Sales Tax Extension Presentation**
- b. **Week of the Family Proclamation**

### **3. TIMED ITEMS & PUBLIC HEARING**

### **4. OLD BUSINESS**

#### **a. MINUTES**

**i. September 4, 2024 – Tentative Budget Hearing Minutes (Attachments-Staff Recommends Approval)**

**ii. September 10, 2024 – Town Council Meeting Minutes (Attachments-Staff Recommends Approval)**

**iii. September 10, 2024 – Town Council Client Session Minutes**

**(Attachments-Staff Recommends Approval)**

**iv. September 16, 2024 – Town Council Final Budget Hearing Minutes  
(Attachments-Staff Recommends Approval)**

**v. September 23, 2024 - Chaine DuLac Annexation Public Workshop Minutes  
(Attachments-Staff Recommends Approval)**

**vi. September 24, 2024-Town Square Charette Minutes (Attachment-Staff  
Recommends Approval)**

**vii. September 30, 2024 - Chaine DuLac Annexation Public Workshop  
Minutes (Attachments-Staff Recommends Approval)**

## **5. NEW BUSINESS**

**a. RESOLUTIONS/ORDINANCES FOR APPROVAL/FIRST READING**

**b. DEVELOPMENT REVIEW BOARD ITEMS**

**i. Z24-09 - 1003 Oakdale Street - Matthew and Stacey Sullivan/Darrell  
Nunnelley - Variance to allow for an expansion of a non-conforming home and  
reduce the north side setback for a non-contiguous corner lot from 25 feet to 11.8  
feet in line with the existing non-conforming home for an attached covered summer  
kitchen. Development Review Board (DRB) recommends approval (4-0)**

**c. APPOINTMENTS**

**d. CONTRACTS & AGREEMENTS**

**i. Approval of 3rd Avenue and Magnolia Street, Bessie Drainage - Phase II  
Subrecipient Agreement 4337-443-A with FDEM (Attachments-Staff Recommends  
Approval)**

**ii. Approval of Bid 2024-03 Old Main St Realignment & Drainage  
Improvements, from 9th to 10th Ave. – Award to Garcia Civil Contractors  
(Attachments-Staff Recommends Approval)**

**iii. Approval of Agreement between Orange County Public Schools and  
Town of Windermere: One Year School Resource Officer Agreement (Attachments-  
Staff Recommends Approval)**

**iv. Approve Pavement Repair at Rosser Reserve and Conroy Windermere Road by Middlesex Paving, LLC. (Attachments-Staff Recommends Approval)**

**e. FINANCIAL**

**i. Approve Purchase of Public Works Fleet Vehicles – Clearwater Toyota (Attachments-Staff Recommends Approval)**

**f. OTHER ITEMS FOR CONSIDERATION**

**i. Approve Design Concept for Town Hall including Standalone Bathroom with Family Restroom (Attachments-Staff Recommends Approval)**

**ii. Amending Golf Cart Crossing Map/Access (Councilmember Hains to address)**

**6. MAYOR & COUNCIL LIAISON REPORTS**

**7. STAFF REPORTS**

**8. ADJOURN**

- REPORTS**
- OTHER ITEMS**



# Continuation of Half-Cent Sales Tax

---

Fall 2024





**Orange County  
Public Schools**

**YOUR**



**SCHOOL DISTRICT**



# Graduation Rate

2000

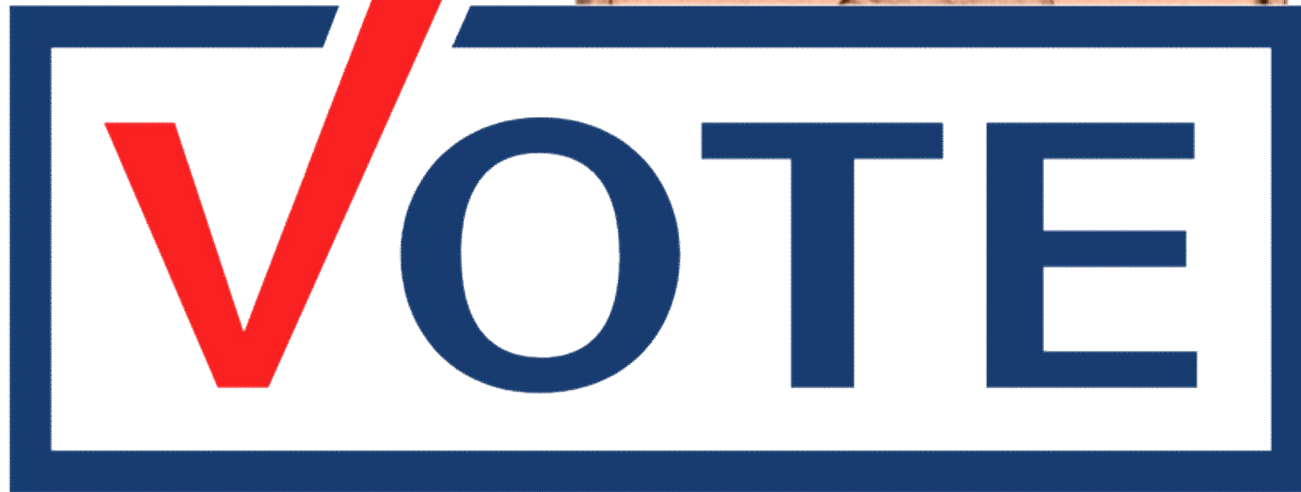
49.5%

2022-23

95.5%

Traditional High Schools

**ON NOV. 5  
2024**



**YOUR VOTE MATTERS!**



# Before Sales Tax



# 3,000 Portables





Since 2002

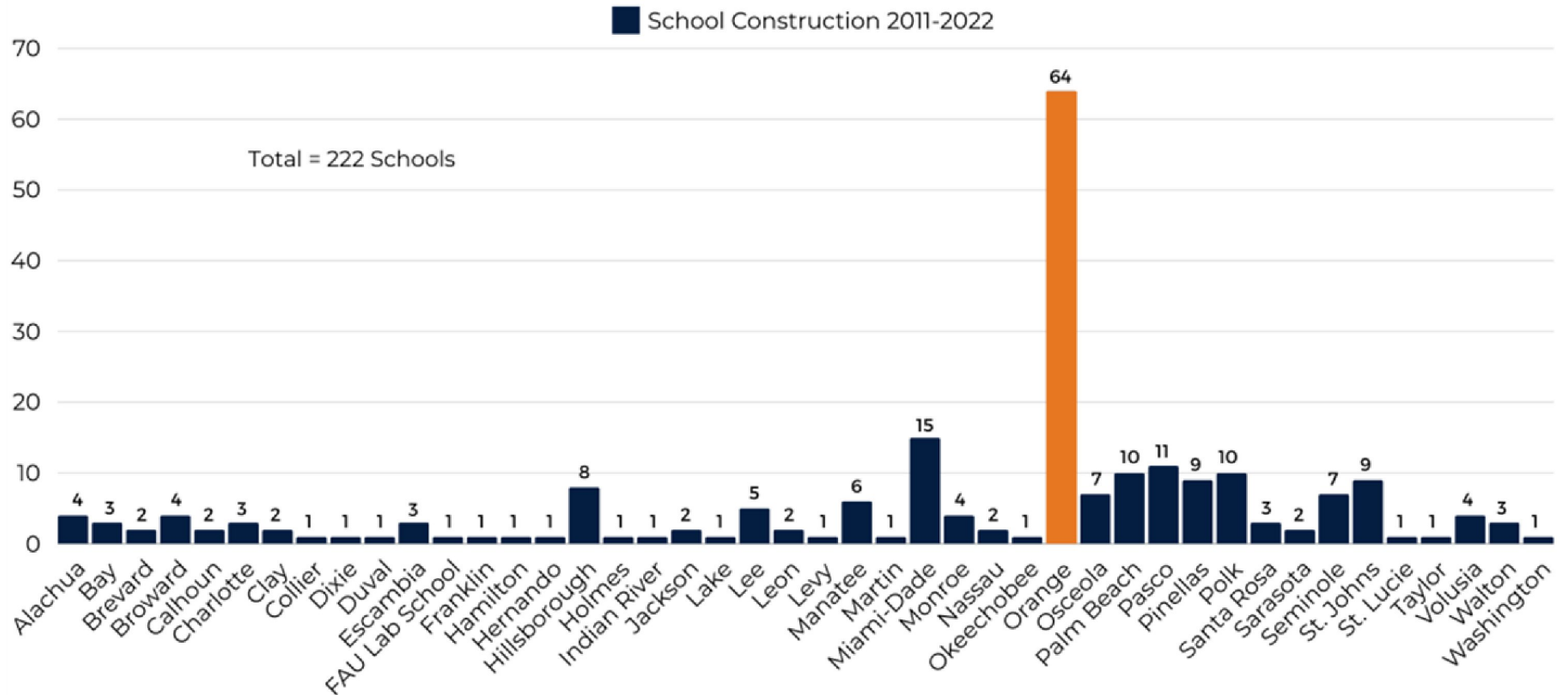
136

replaced or renovated schools funded

75%

reduction in portables

# Florida School Construction 2011-2022



## Old Campus

## New Campus

## Old Campus

## New Campus





# 75 Schools

25 years old by 2035

The background of the slide is a dense, overlapping pattern of US dollar bills, primarily \$20 bills, in a muted green color. The bills are scattered across the entire frame, creating a textured, financial backdrop.

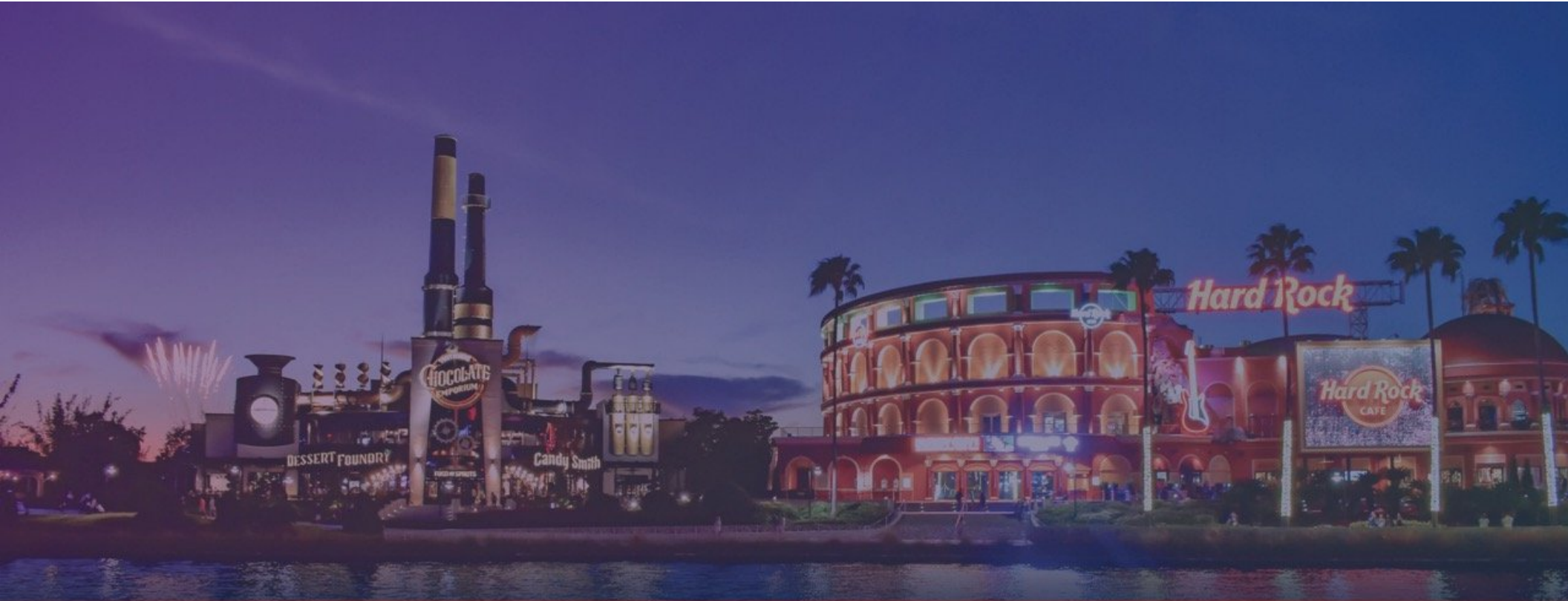
Capital Needs for the Next  
10 Years Are Estimated at

**\$8.9 Billion**



Half-Cent  
Continuation Will  
Provide  
**\$4**  
Billion





50% of Sales Tax Revenue is  
Paid by Tourists & Non-Residents



Since 2010

**\$2.6 Billion**

on School Construction



Since 2010

**\$4.1 Billion**

Impact to the Community

**1,850**

Jobs per Year



# Construction Oversight

- Citizens' Construction Oversight and Value Engineering (COVE) Committee was created in 1997 and oversees all school construction projects.
- Members: Volunteers with expertise in construction, engineering, finance and auditing.
- None do business with the district.
- COVE will continue to oversee construction and renovation projects while the sales tax is in effect.



# School Safety & Security



# Ballot Title and Ballot Summary

The ballot title and summary was adopted by the School Board April 23 and the Board of County Commissioners May 7 and reads as follows:

2-78127-00-8B CD 8

**OFFICIAL BALLOT** **BOLETA OFICIAL**

\_\_\_\_\_

**ONE-HALF CENT SALES SURTAX FOR SCHOOL FACILITIES CONSTRUCTION, IMPROVEMENT, LAND ACQUISITION, AND TECHNOLOGY IMPLEMENTATION.**

SHALL THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA CONTINUE THE ONE-HALF CENT SALES SURTAX TO FUND THE CONSTRUCTION, RECONSTRUCTION AND IMPROVEMENT OF SCHOOL FACILITIES, AND LAND ACQUISITION, LAND IMPROVEMENT AND DESIGN AND ENGINEERING COSTS, INCLUDING ANY BOND INDEBTEDNESS, AND THE COST OF RETROFITTING AND PROVIDING TECHNOLOGY IMPLEMENTATION, BEGINNING JANUARY 1, 2026 AND ENDING DECEMBER 31, 2035, SHARED PROPORTIONATELY WITH CHARTER SCHOOLS AS LEGALLY REQUIRED, WITH CONTINUED OVERSIGHT BY AN INDEPENDENT CITIZENS' COMMITTEE?

FOR THE ONE-HALF CENT TAX

AGAINST THE ONE-HALF CENT TAX





# ALL ABOUT THE HALF-CENT SALES TAX REFERENDUM

FOR ORANGE COUNTY PUBLIC SCHOOLS

ON NOV. 5  
2024



# VOTE

*YOUR VOTE  
MATTERS!*

Orange County voters will decide Nov. 5 whether to continue a half-cent sales tax that pays for:

- **School Construction**
- **Renovations and Replacements**
- **Maintenance**
- **School Technology**
- **Safety and Security**

FOR MORE INFO  
**SCAN**



OR GO TO  
[youdecide.ocps.net](http://youdecide.ocps.net)

The sales tax question will be the **last item** on the ballot



## THE TAX

A vote 'for' a continuation **will not increase** taxes

**Tourists and non-residents** pay more than **50%** of sales taxes

The sales tax has helped **reduce portable classrooms** by **75%**

## THE NEED

**75 OCPS schools** will need renovation or replacement by 2035

**Without the tax**, OCPS will be short **\$4 Billion** for school construction

There is **no state or federal funding** for school construction

## THE IMPACT

School construction results in an average of 1,850 jobs a year in Orange County

Each dollar spent on school construction results in \$1.58 back into our economy



BEFORE



AFTER

SEE THE  
**RESULTS**  
FOR YOURSELF!



BEFORE



AFTER



# TODO ACERCA DEL REFERÉNDUM

## SOBRE EL IMPUESTO DE VENTAS DE MEDIO CENTAVO

PARA LAS ESCUELAS PÚBLICAS DEL CONDADO ORANGE

EL 5 DE  
NOV DE  
2024



# VOTA

¡TU VOTO  
IMPORTA!

Los votantes del Condado Orange decidirán el 5 de noviembre si se continúa con el impuesto sobre las ventas de medio centavo que paga por:

- **Construcción de Escuelas**
- **Renovaciones y Reemplazos**
- **Mantenimiento**
- **Tecnología Escolar**
- **Protección y Seguridad**

PARA MÁS  
INFORMACIÓN  
**ESCANEAR**



O VAYA A  
[youdecide.ocps.net](http://youdecide.ocps.net)

La pregunta del impuesto sobre las ventas será el **último punto** en la papeleta electoral

### EL IMPUESTO

Un voto a 'favor' para la continuación **no aumentará** los impuestos

Los **turistas** y los **no residentes** pagan más del **50%** de los impuestos sobre las ventas

El impuesto sobre las ventas ha ayudado a **reducir los salones de clases portátiles** en un **75%**

### LA NECESIDAD

**75 escuelas de OCPS** necesitarán renovación o reemplazo para el 2035

**Sin el impuesto**, OCPS tendrá un déficit de **\$4 billones** para la construcción de escuelas

**No hay fondos estatales ni federales** para la construcción de escuelas

### EL IMPACTO

La construcción de escuelas genera un promedio de **1,850 empleos** al año en el Condado Orange

Cada dólar utilizado en la construcción de escuelas genera un reembolso de **\$1.58** a nuestra economía



ANTES



DESPUÉS

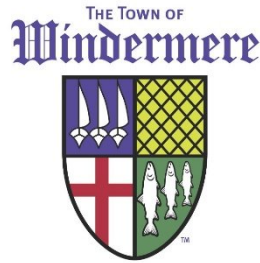
¡COMPRUEBE  
USTED MISMO LOS  
**RESULTADOS!**



ANTES



DESPUÉS



WINDERMERE PROCLAMATION DECLARING NOVEMBER 2<sup>nd</sup> THROUGH NOVEMBER 9<sup>th</sup>, 2024, AS THE WEEK OF THE FAMILY

WHEREAS, the Town of Windermere is blessed with a multitude of families, an essential part of the cultural social and spiritual fabric of our community; and

WHEREAS, the Town of Windermere recognizes that strong families are at the center of strong communities; that children live better lives when their families are strong; and that families are strong when they live in communities that connect them to economic opportunities, social networks and services; and

WHEREAS, everyone has a role to play in making families successful, including neighborhood organizations, businesses, non-profit agencies, policy makers, and families themselves; and

WHEREAS, during the week of November 2<sup>nd</sup> through November 9<sup>th</sup>, 2024, the Town of Windermere's residents should take time to consider how families are better together and to honor the importance of families and recommit to enhancing and extending the special connections that support and strengthen them throughout the year, and

WHEREAS, during this week, we urge residents of the Town of Windermere to join other agencies and organizations throughout the county to honor and celebrate our families;

NOW, THEREFORE, I, Jim O'Brien, Mayor of the Town of Windermere, do hereby proclaim the week of November 2<sup>nd</sup> through November 9<sup>th</sup>, 2024, as:

WEEK OF THE FAMILY "FAMILIES: BETTER TOGETHER!"

In the Town of Windermere and urge all citizens to share in this occasion.

Dated this 8<sup>th</sup> day of October, 2024.

---

Jim O'Brien, Mayor  
Town of Windermere

# TOWN OF WINDERMERE

## Town Council Tentative Budget Hearing Minutes

September 4, 2024

Meeting was called to order at 6:01pm

Present were Mayor Pro Tem Andy Williams, Council Members Tony Davit, Tom Stroup, and Brandi Haines. Also present were Town Manager Robert Smith, Public Works Director Tonya Elliott-Moore, Finance Director Tara Vogel, Finance Clerk/HR Theresa Syphers, and Town Clerk Dorothy Burkhalter. Absent were Mayor Jim O'Brien and Council Member Mandy David.

Mayor Pro Tem Williams led everyone into the Pledge of Allegiance.

### 1. OPEN FORUM/PUBLIC COMMENT

There were no public speakers.

### 2. NEW BUSINESS

#### a. Financial

##### i. Presentation of Fiscal Year 2024-2025 Budget

Manager Smith asked if there were any questions regarding the proposed budget. He briefly reviewed the proposed budget. Some discussion was made regarding Fire Assessments and Annexation costs.

#### b. Council Actions

##### i. Motion to tentatively adopt proposed millage rate of 3.7425 mills per thousand

Member Williams made a motion to tentatively adopt the proposed millage rate of 3.7425 mills per thousand. Member Davit seconded the motion. Roll call vote was as follows: Haines – aye, Stroup -aye, Williams -aye, and Davit – aye. Motion carried 4-0.

##### ii. Motion to consent to balanced proposed budget: Revenues - \$16,762,457.20 Expenses - \$16,762,457.20

Member Davit made a motion to consent to the balanced proposed budget of \$16,762,457.20. Member Haines seconded the motion. Roll call vote was as follows: Davit – aye, Williams – aye, Stroup – aye, and Haines – aye. Motion carried 4-0.

##### iii. Motion to set date, time, and location of Final Budget Hearing:

September 16, 2024 – 6:00pm, Town Hall – 520 Main Street, Windermere, FL 34786

Member Williams made a motion to set the Final Budget Hearing for Monday September 16, 2024, 6:00pm, in the Town Hall located at 520 Main Street, Windermere, FL 34786. Member Davit seconded the motion. Roll call vote was as follows: Haines – aye, Stroup -aye, Williams -aye, and Davit – aye. Motion carried 4-0.

##### iv. Motion to approve Solid Waste Assessment: \$399,808.80

Member Williams made a motion to approve the Solid Waste Assessment of \$399,808.80. Member Davit seconded the motion. Roll call vote was as follows: Davit – aye, Williams – aye, Stroup – aye, and Haines -aye. Motion carried 4-0.

**TOWN OF WINDERMERE**

**Town Council Tentative  
Budget Hearing Minutes**

**September 4, 2024**

- v. Motion to approve Stormwater Fund Assessment Roll: \$348,009.72

Member Davit made a motion to approve the Stormwater Fund Assessment Roll of \$348,009.72. Member Williams seconded the motion. Roll call vote was as follows: Haines – aye, Stroup -aye, Williams -aye, and Davit – aye. Motion carried 4-0.

- vi. Motion to approve Fire Assessment: \$925,880.68

Member Williams made a motion to approve the Fire Assessment of \$925,880.68. Member Haines seconded the motion. Roll call vote was as follows: Davit – aye, Williams – aye, Stroup – aye, and Haines – aye. Motion carried 4-0.

- vii. Motion to approve The Willows Street Light Assessment: \$16,433.28

Member Davit made a motion to approve the Willows Street Light Assessment of \$16,433.28. Member Haines seconded the motion. Roll call vote was as follows: Haines – aye, Stroup -aye, Williams -aye, and Davit – aye. Motion carried 4-0.

Manager Smith thanked staff for their work on the budget. Member Davit invited all to the Greater Orlando Aviation Authority community event on September 12, 2024, at 6:00pm, at the Heller Hall in Winter Garden.

Mayor Pro Tem Williams concluded this meeting at 6:24pm.

---

Dorothy Burkhalter, MMC, FCRM  
Town Clerk

---

Jim O'Brien, Mayor

DRAFT

**TOWN OF WINDERMERE**

**Town Council Meeting Minutes**

**September 10, 2024**

**CALL TO ORDER:**

Present were Mayor Jim O'Brien, Town Council Members Tom Stroup, Andy Williams, Mandy David, Tony Davit, and Brandi Haines. Town Manager Robert Smith, Public Works Director Tonya Elliott-Moore, and Attorney Heather Ramos. Police Chief Dave Ogden and Town Clerk Dorothy Burkhalter were absent.

Mayor O'Brien called the meeting to order at 6:01 pm and stated that a quorum was present. He then led everyone in the Pledge of Allegiance.

**1. OPEN FORUM/PUBLIC COMMENT (3 Minute Limit)**

There were no public speakers.

**2. SPECIAL PRESENTATION/PROCLAMATIONS/AWARDS:**

**a. WAYS Committee Presentation**

Mayor O'Brien introduced this item. He then turned the floor over to Maija Andert and Anna Andert. They each introduced themselves. They then gave a presentation regarding reactivation of the committee, mission statement, committee description, activities, composition, members, budget and uses, resources and assets, and timeline and activation. Mayor O'Brien thanked Maija and Anna for their presentation. Some discussion was made. Manager Smith suggested a Council liaison to the committee. Ms. Julia (last name inaudible) of 406 Oakdale Street introduced herself. She then commented on including middle schoolers as well.

**b. Parks and Recreation Committee Member Recognition – Tracy Mitchell**

Mayor O'Brien presented Mrs. Tracy Mitchell with an appreciation plaque for her years of service to the Parks and Recreation Committee. Mrs. Mitchell accepted the plaque and thanked everyone. She also thanked her husband for helping her when she needed help and being there for her while she was volunteering. Ms. Dena O'Malley also thanked Mrs. Mitchell for her assistance and knowledge of the committee.

**3. TIMED ITEMS & PUBLIC HEARING**

NONE

**4. OLD BUSINESS**

NONE

**5. NEW BUSINESS**

**a. MINUTES**

**i. Town Council Regular Meeting Minutes – August 13, 2024**

Mayor O'Brien introduced this item. Member David made a motion to approve the minutes of August 13, 2024. Member Davit seconded the motion. Roll call vote was as follows: Stroup - aye, Williams – aye, David – aye, Dvit – aye, and Haines – aye. Motion carried 5-0.

**b. RESOLUTIONS/ORDINANCES FOR APPROVAL/FIRST READING**

**i. Resolution 2024-05 Town of Windermere Emergency and Disaster Readiness Procedures**

TOWN OF WINDERMERE

Town Council Meeting Minutes

September 10, 2024

Mayor O'Brien introduced this item. Manager Smith commented on the need for the resolution to be in place for natural disasters. Member Williams made a motion to approve Resolution 2024-05. Member David seconded the motion. Roll call vote was as follows: Haines – aye, Davit – aye, David – aye, Williams – aye, and Stroup – aye. Motion carried 5-0.

c. APPOINTMENTS

d. CONTRACTS/AGREEMENTS

i. **Approval of Bid 2023-03 West Second Avenue Roadway, Drainage and Water Utility Improvements – Cathcart Construction \$5,538,687.00**

Mayor O'Brien introduced this item. He then turned the floor over to Director Elliott-Moore. Director Elliott-Moore commented on the past bid for this project and the high cost. She explained that due to the high cost which exceeded the funding, a request for additional funding had to be made to FDEM. As well as confirmation of receiving only one bid. Director Elliott-Moore explained that in conversation with FDEM, they stated that they “recommend that the Engineer move forward with the project as they felt everything would be fine.” She stated that she is not comfortable with that response. Director Elliott-Moore further stated that a verbal approval confirmation from FEMA had been made. She commented that FDEM would like the town to move forward and negotiate the contract. Director Elliott-Moore stated that she is requesting approval to move forward with negotiations and award the bid to Cathcart. She further stated that the FEMA agreement will be brought back to the Town Council at a later time. Director Elliott-Moore commented that she received a letter from Cathcart agreeing to hold to the price that was submitted. Member Davit questioned how this was advertised. Director Elliott-Moore replied Demand Star and in the newspaper. Member Davit made a motion to approve moving forward with the negotiations and awarding the bid to Cathcart. Member Williams seconded the motion. Roll call vote was as follows: Stroup – aye, Williams – aye, David – aye, Davit -aye, and Haines -aye. Motion carried 5-0.

e. FINANCIAL

f. OTHER ITEMS FOR CONSIDERATION

i. **Windermere Vision Zero Report**

Mayor O'Brien introduced this item. Director Elliott-Moore explained that this is a formal request from MetroPlan approving the report. Member Davit made a motion to approve the report. Member Haines seconded the motion. Roll call vote was as follows: Haines – aye, Davit – aye, David – aye, Williams – aye, and Stroup – aye. Motion carried 5-0.

ii. **Interlocal Agreement: Town of Windermere & Orange County School Board: School Resource Officer 1 Year Contract**

Mayor O'Brien introduced this item. Manager Smith stated that this item needed to be tabled due to the costs associated with the contract and the length of the agreement. Some discussion followed.

6. **MAYOR & COUNCIL LIAISON REPORTS:**

Mayor O'Brien reported on the upcoming 911 Memorial. Member Davit reported on continued discussions with Rotary regarding the Pavilion, HPB did not meet, and the upcoming Greater Orlando Aviation Authority event. Member David report on the upcoming Run Among the Lakes and the Farmers Market/Food Truck meeting. Member Haines reported on the SAC meeting, Butler Chain Advisory Committee meeting and Bird Island, and upcoming Tree Board meeting. Discussion was made regarding

**TOWN OF WINDERMERE**

**Town Council Meeting Minutes**

**September 10, 2024**

the Bridge and standing water/mud, and the right-of-way swap. Member Stroup reported on the LRP meeting, and the Charette. Member Williams reported on the Hoopla Committee.

**7. STAFF REPORTS:**

**a. TOWN MANAGER ROBERT SMITH** – Manager Smith reported on the upcoming graduation of Deputy Chief Bonk from FBI Academy, postponing of Cops and Bobbers due to lake levels, closing of ramps due to the high lake levels, Town Square Charette, Final Budget Hearing, DRB meeting, Dream Center Open House, and upcoming annexation meetings.

**b. PUBLIC WORKS DIRECTOR TONYA ELLIOTT-MOORE** – Director Elliott-Moore reported on upcoming project 3<sup>rd</sup>/Magnolia and Bessie, drain clean-outs, road work, and reviewing Oakdale and 9<sup>th</sup> temporary solutions. Mayor O'Brien commented on the good work by the Public Works team with the roads and all the rain.

**c. TOWN ATTORNEY HEATHER RAMOS** – Ms. Ramos reported on the Dispatch Services agreement which has been reviewed and updated.

**d. POLICE CHIEF DAVE OGDEN** – Absent

**i. Interlocal Agreement for Police Dispatch Services**

**e. TOWN CLERK DOROTHY BURKHALTER** - Absent

**8. ADJOURN:**

Mayor O'Brien adjourned the meeting at 6:43pm

---

Dorothy Burkhalter, MMC, FCRM  
Town Clerk

---

Jim O'Brien, Mayor

**TOWN OF WINDERMERE**

**Town Council Client Session Minutes**

**September 10, 2024**

**CALL TO ORDER:**

Present were Mayor Jim O'Brien, Town Council Members Tom Stroup, Andy Williams, Mandy David, Tony Davit, and Brandi Haines. Town Manager Robert Smith, Town Attorney's Heather Ramos, Nick Dancaescu, and Summer DeGel were also present. Town Clerk Dorothy Burkhalter was absent.

Mayor O'Brien called the meeting to order at 7:00pm and stated that a quorum was present. He then led everyone in the Pledge of Allegiance.

**1. ATTORNEY-CLIENT SESSION COMMENCEMENT:**

Mayor O'Brien named the list of attendees. He then commented on the purpose of the Attorney-Client session.

**2. PUBLIC MEETING CLOSED**

Mayor O'Brien closed the public meeting at 7:01pm.

**3. ATTORNEY-CLIENT SESSION**

**4. PUBLIC MEETING RE-OPENED**

Mayor O'Brien re-opened the public meeting at 8:06pm.

**5. TERMINATION OF THE ATTORNEY-CLIENT SESSION**

The Attorney-Client Session was terminated.

**6. ADJOURN:**

Mayor O'Brien adjourned the meeting at 8:07pm.

---

Dorothy Burkhalter, MMC, FCRM  
Town Clerk

---

Jim O'Brien, Mayor



# TOWN OF WINDERMERE

## Town Council Final Budget Hearing Minutes

September 16, 2024

Present were Mayor Jim O'Brien, Council Members Tom Stroup, Andy Williams, Mandy David, Toni Davit, and Brandi Haines. Town Manager Robert Smith was also present. Town Clerk Dorothy Burkhalter was absent.

Mayor O'Brien led everyone in the Pledge of Allegiance. He then called the meeting to order at 6:00pm and noted that a quorum was present.

### 1. OPEN FORUM/PUBLIC COMMENT

There were no public present.

### 2. SPECIAL PRESENTATION/PROCLAMATIONS/AWARDS

#### a. Fiscal Year 2023/2024 Budget Approval

Mayor O'Brien opened the Public Hearing at 6:00 p.m. There being no comments from the public, Mayor O'Brien then closed the Public Hearing and reconvened the Final Budget meeting at 6:01 p.m.

#### i. **Announce that the FY 2024-2025 operating millage is 3.7425 mills which is higher than the rolled-back rate of 3.4911 mills by 7.20%**

Mayor O'Brien announced the percentage of the millage rate over the rolled back rate as 3.4911 mills by 7.20%.

#### ii. **Motion & Vote: Resolution #2024-06 Adopting Millage Rate of 3.7425**

Member Davit made a motion to approve Resolution 2024-06 adopting the millage rate of 3.7425. Member Williams seconded the motion. Roll call vote was as follows: Haines – aye, Davit – aye, David – aye, Williams – aye, and Stroup – aye. Motion carried 5-0 at 6:02pm.

#### iii. **Motion & Vote: Resolution #2024-07 Adopting a total budget of \$16,762,457.20**

Member Williams made a motion to approve Resolution 2024-07 adopting the total operating budget of \$16,762,457.20. Member Davit seconded the motion. Roll call vote was as follows: Stroup – aye, Williams – aye, David – aye, Davit – aye and Haines – aye. Motion carried 4-0 at 6:03pm.

Mayor O'Brien adjourned the Final Budget meeting at 6:03pm.

---

Dorothy Burkhalter, MMC, FCRM  
Town Clerk

---

Jim O'Brien, Mayor

**TOWN OF WINDERMERE**

**Public Workshop  
Chaine DuLac Annexation**

**September 23, 2024**

**PRESENT:**

Present were Mayor Jim O’Brien, Council Members Tony Davit and Brandi Haines, also present was Town Manager Robert Smith, Police Chief Dave Ogden, Public Works Director Tonya Elliott-Moore, and Town Clerk Dorothy Burkhalter. Mr. Brad Cornelius was also present.

**1. PUBLIC WORKSHOP CALLED TO ORDER**

Mayor O’Brien opened the public workshop at 6:03pm.

**2. SPECIAL PRESENTATIONS:**

**a. Chaine Du Lac Annexation**

Mayor O’Brien turned the floor over to Mr. Cornelius. Mr. Cornelius commented on the propose of the Public Information workshop. He then gave a presentation that included information regarding proposed parcels, land use, zoning, annexation process (voluntary/involuntary), referendum of proposed annexed area- voluntary/involuntary, Statutory standards, Urban purpose, Development Regulations, Comprehensive Plan, Land Development Codes, and timelines. Manager Smith commented on annexation agreement, solid waste, recycling, Fire/EMS, added benefits, and financial impacts. Chief Ogden reported on the minimal impacts on the Police Department. Mayor O’Brien opened the floor to the public. First to speak was Ms. Nancy Nix. Ms. Nix questioned if the town residents would be able to vote on proposed annexation. Mayor O’Brien commented that it had not been decided yet. Discussion was made regarding gated community. Ms. Brynna Connors questioned if the areas outside of the HOA would be included. Mr. Cornelius stated yes. Ms. Sarah Lopez commented on residents not being able to vote, and her appreciation to the police department. Member Haines questioned the number of parcels. Mr. Cornelius explained the proposed area to be annexed. Member Haines questioned the number in the HOS that are in favor and against. Mr. Cornelius explained that the numbers are not a requirement. He then stated that there are only eighty (80) registered voters in the area that would need to vote. Mayor O’Brien thanked everyone for their input. He then stated that the next public workshop will be Monday September 30<sup>th</sup> at 6:00pm.

**3. ADJOURN:**

Mayor O’Brien adjourned the meeting at 6:54pm.

---

Dorothy Burkhalter, Town Clerk

---

Jim O’Brien, Mayor

00:32:20 Tonya Elliott Moore: Thanks, we will correct.  
00:54:31 Karen Fay: I want to hear some negatives.  
00:54:49 Karen Fay: I cannot believe all is 'rosy'  
00:56:00 Liz Andert: Thank you for all the work on this and the  
opportunity to hear more about the potential annexation. Heading out to pick up kids  
at OARS.  
00:57:49 Karen Fay: I much rather have lakefront properties other than  
landlocked  
00:58:17 Karen Fay: That's a positive. I worry about diluting the voter  
base  
01:00:24 Karen Fay: Thanks for this opportunity  
01:01:10 Tonya Elliott Moore: Thanks Faye and Liz.

**TOWN OF WINDERMERE**

**Town Council Workshop  
Town Square Design Charrette (1<sup>st</sup>)**

**September 24, 2024**

**PRESENT:**

**For the record, the Charrette was canceled due to preparations for Hurricane Helene.**

- 1. PUBLIC WORKSHOP CALLED TO ORDER**
- 2. DESIGN TEAM PRESENTATION**
- 3. THE MAIN EVENT “CHARETTE BREAKOUT SESSION:**
- 4. IDEA PRIORITIZATION**
- 5. ADJOURN**

---

Dorothy Burkhalter, Town Clerk

---

Jim O'Brien, Mayor

**TOWN OF WINDERMERE**

**Public Workshop  
Chaine DuLac Annexation**

**September 30, 2024**

**PRESENT:**

Present were Mayor Jim O'Brien, Council Member Brandi Haines, Town Manager Robert Smith, Deputy Chief Jayson Bonk, and Public Works Director Tonya Elliott-Moore. Also Present was Mr. Brad Cornelius. Town Clerk Dorothy Burkhalter was absent.

**1. PUBLIC WORKSHOP CALLED TO ORDER**

Mayor O'Brien opened the public workshop at 6:00pm.

**2. SPECIAL PRESENTATIONS:**

**a. Chaine Du Lac Annexation**

Due to lack of attendance, this Public Information workshop was not held.

**3. ADJOURN:**

Mayor O'Brien adjourned the meeting at 6:05pm.

---

Dorothy Burkhalter, Town Clerk

---

Jim O'Brien, Mayor

# Town of Windermere

614 Main Street Windermere, FL 34786  
Office: (407) 876-2563 Fax: (407) 876-0103

Mayor

JIM O'BRIEN



Town Manager  
ROBERT SMITH

Clerk  
DOROTHY BURKHALTER

## Development Review Board September 17, 2024

### Town Council October 8, 2024

**Case No.:** Z24-09

**Property Owner/Applicant:** Matthew and Stacey Sullivan/Nunnelley Group

**Representative:** Darrell Nunnelley

**Requested Action:** Variance to allow for an expansion of a non-conforming home and reduce the north side setback for a non-contiguous corner lot from 25 feet to 11.8 feet in line with the existing non-conforming home for an attached covered summer kitchen.

**Property Address:** 1003 Oakdale St.

**Legal Description:** PLAT OF WINDERMERE G/36 LOT 54 & THAT PART OF OCCUPIED PLATTED LAKE & THAT PT OF OCCUPIED UNOPENED EAST BLVD LYING BETWEEN LOT 54 & LAKE

**Future Land Use/Zoning:** Residential/Residential

**Existing Use:** Residential (Single Family)

#### **Surrounding Future Land Use/Zoning**

**North:** E 10<sup>th</sup> Avenue ROW  
**East:** Lake  
**South:** Residential/Residential  
**West:** Residential/Residential

**CASE SUMMARY:**

The Nunnelley Group, representative for the owners, Matthew and Stacey Sullivan, of 1003 Oakdale St., submitted a request for approval of a variance pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The purpose of the variance request is to allow for an expansion of an existing non-conforming home and reduce the north side setback for a non-contiguous corner lot from 25 feet to 11.8 feet in line with the existing non-conforming home for an attached covered summer kitchen.

The image below shows the subject property (outlined in blue). It is at the corner of Oakdale Street and E 10<sup>th</sup> Avenue (unimproved). The subject property is a non-contiguous corner lot. A corner lot is defined in the Town’s Land Development Code (LDC) as a lot having more than one contiguous front yard. A front yard is defined in the Town’s LDC as a yard adjacent to the right-of-way. Consequently, the subject property, which is adjacent to the right-of-way for Oakdale Street on the west and E 10<sup>th</sup> Avenue on the north, is a corner lot and not adjacent to another corner lot (i.e., non-contiguous corner lot). Section 3.02.02.4.c.5, LDC, provides the following setbacks for a non-contiguous corner lot:

- Front Yards (Oakdale Street and E 10<sup>th</sup> Avenue) – 25 feet
- Side Yard (South) – 15 feet
- Rear Yard – 35 feet

The existing home on the lot was constructed in 2003 and has a north side setback along E 10<sup>th</sup> Avenue of 11.8 feet at its closest point (rear of the existing structure) and 9’10” on the south side. These two setbacks are non-conforming with the current setback requirements. Consequently, the existing home is a non-conforming structure and subject to the limitations of Ordinance 2023-01, which prohibits the expansion of a non-conforming structure that results in increasing the non-conformity. The addition of the attached covered summer kitchen to the house at the same non-conforming setback of 11.8 feet as the existing house would increase the non-conformity. This is the reason for the variance request.



*Aerial of 1003 Oakdale – Blue Outline – E 10<sup>th</sup> ROW to North of Subject Property.  
Source: Orange County Property Appraiser*

The need for this variance was identified during zoning review of a building permit for renovations to the existing home (Permit 24-03-040). The applicant was advised of the non-compliant setback for the proposed attached covered summer kitchen and the need for a variance. In discussion with the applicant (Darrell Nunnelly), Mr. Nunnelly stated that the attached summer kitchen was already constructed without the approved permit. This was confirmed by the survey submitted by Mr. Nunnelly for the variance request. The survey was dated June 3, 2024, which was after the building permit was submitted in March 2024. The survey shows the area proposed for the attached covered summer kitchen to be already covered. Prior to it being covered without a permit, there was a concrete open slab.

The following pictures show the unpermitted partially constructed attached outdoor covered summer kitchen, which is the subject of this variance.



*Pictures taken by Brad Cornelius, AICP, Wade Trim, Inc. on 9/10/2024.*

The area of the attached covered summer kitchen is 174.72 square feet. This does not increase the impervious area of the lot since it is covering an existing concrete slab.



In addition, the attached covered summer kitchen does not result in exceeding the allowed maximum gross floor area ratio.

Please note that in Mr. Nunnelley's variance request letter he also requests that a variance be granted to deem the existing house as conforming and remove the non-conforming designation. There is no support in the Town's LDC for this type of a request. Variances are for dimensional issues (setbacks, height, etc.) and not to relieve a property from a general provision regarding whether or not a structure is conforming or non-conforming.

Division 10.02.00 of the LDC empowers the Development Review Board to review and make recommendations for approval, approval with conditions or denial to the Town Council on variance requests.

Division 10.02.00 of the LDC requires the Town Council to consider the recommendation of the Development Review Board and to take final action to either approve or deny the variance request.

### **CASE ANALYSIS:**

Section 10.02.02 of the LDC provides the specific standards by which the Development Review Board and Town Council are to review to consider the approval or denial of a variance application. In addition, this Section requires a positive finding, based on substantial competent evidence, for each of the standards. These standards are summarized as follows:

1. The need for the variance arises out of the physical surroundings, shape, topographical condition or other physical or environmental conditions that are unique to the subject property. Variances should be granted for conditions peculiar to the property and not the result of actions of the property owner;
2. There are practical or economic difficulties in carrying out the strict letter of the regulation;
3. The variance request is not based exclusively upon a desire to reduce the cost of developing the site;
4. The proposed variance will not substantially increase congestion surrounding public streets, the danger of fire or other hazard to the public;
5. The proposed variance will not substantially diminish property values in, nor alter the essential character of, the area surrounding the site;
6. The effect of the proposed variance is in harmony with the general intent of this Land Development Code and the specific intent of the relevant subject areas of this Land Development Code; and

7. The variance will not encourage further requests for changes where such a land use would not be deemed appropriate.

It is also important to note that this Section also provides specific standards that are not to be considered in the review of a variance application. These standards are:

1. That the implementation of these regulations would impose an economic hardship on the cost of the building or redevelopment project;
2. That these regulations impose a hardship by decreasing the maximum density of a property in terms of the number of units, square footage of buildings, etc.; and
3. That other adjacent lands, structures, or buildings not in conformance with these regulations provide a rationale for a lessening of their application in this specific case.

Section 10.02.02(c) of the LDC allows the imposition of conditions and restrictions as may be necessary to allow a positive finding to be made on any of the variance standards to minimize the negative effect of the variance. The conditions and restrictions should further the interest of the LDC.

The applicant submitted a site plan, and other materials in support of the variance request. Please see information provided with the agenda item for the applicant's submittal.

**PUBLIC NOTICE:**

Public notices were mailed to property owners within 500 ft of the subject property. As of September 30, 2024, seven (7) were received in support, four (4) were received in objection, and one (1) was received with no support nor no objection but recommended the contractor be fined.

**DEVELOPMENT REVIEW BOARD RECOMMENDATION:**

At the September 17, 2024, Development Review Board (DRB) meeting, the DRB considered the variance request for 1003 Oakdale Street. Based on the information provided in the application, the staff report, and testimony provided at the DRB meeting, the DRB found the variance request met the criteria for a variance as provided in Section 10.02.02, LDC, and found a hardship existed as the adjacent E 10<sup>th</sup> Avenue was undeveloped and will not be developed as a public roadway. The DRB recommended approval of the variance by a vote of 4-0.

The Nunnelley Group LLC  
501 Main St  
Windermere, Fl. 34786  
407.467.8069  
CBC1257063

July 25, 2024

RE: 1003 Oakdale Street Windermere, Fl. 34786

To Whom It May Concern:

Please accept this letter as my request to obtain a side setback variance for the North side of the existing single family residence.

The reason for the variance is to accomplish 2 things:

1. Eliminate the required 25 foot side yard setback to bring the existing nonconforming residence that has an existing North side building setback of 10.5 feet on the front 39.5 feet and 11.8 feet setback on the rear 52.3 feet of the residence into compliance
2. Obtain a 13.2 foot North side variance on the rear 18.2 feet of the existing nonconforming paver porch so a solid wall 10 foot tall can be built on the North side as an extension of the existing house and have a Pergola style roof system created for a covered Summer Kitchen / BBQ area with screen wall facing the lake on the East side of the existing paver deck to be an extension of the existing covered and screened pool cage on the Southeast part of the house

Reason needed:

Create a Summer Kitchen that is covered instead of having the BBQ system on the existing paver porch without any protection from weather and mosquitoes

Meets variance requirements of the LDC:

The granting of this variance will not change the footprint of the building and paved area that has been used by the Owners since the house was built in 2002 Permit # B02015069 and the pool and deck system was built in 2003 Permit # B03003272

The building and rear porch was approved by Windermere zoning prior to both permits being issued

Windermere changed the rules to have a 25 foot side yard setback on corner lots inside the Town of Windermere causing this hardship

10<sup>th</sup> Street East of Oakdale is an unopened unimproved nonmaintained right of way that should not be considered an active street forcing the 25 foot side yard setback rule – Windermere has posted metal signs saying ‘NO VEHICLES ALLOWED IN PARK’ which should make it clear they don’t consider the area an active Right of Way requiring a safe distance of 25 feet or more from the traffic flow of a normal corner lot to the residence

Sincerely,

Darrell Nunnelley



1003 Oakdale Street  
View of the property from the intersection of Oakdale and 10<sup>th</sup> Street  
impossible to see the left rear corner of the residence from this location




1003 Oakdale Street  
View of the property from 10<sup>th</sup> Street  
Still unable to see the left rear corner porch area of the residence from this location



# AGENT AUTHORIZATION FORM

I/WE, (PRINT PROPERTY OWNER NAME) MATTHEW SULLIVAN, AS THE OWNER(S) OF THE REAL PROPERTY DESCRIBED AS FOLLOWS, 1003 OAKDALE STREET, DO HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT (PRINT AGENT'S NAME), DARRELL NUNNELLEY, TO EXECUTE ANY PETITIONS OR OTHER DOCUMENTS NECESSARY TO AFFECT THE APPLICATION APPROVAL REQUESTED AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS, VARIANCE FOR REAR COVERED PORCH, AND TO APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS APPLICATION AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THE APPLICATION.

Date: 7-25-24  MATTHEW SULLIVAN  
 Signature of Property Owner Print Name Property Owner

Date: \_\_\_\_\_ \_\_\_\_\_  
 Signature of Property Owner Print Name Property Owner

STATE OF FLORIDA :  
 COUNTY OF ORANGE :

I certify that the foregoing instrument was acknowledged before me this 25<sup>th</sup> day of JULY, 2024 by MATTHEW SULLIVAN He/she is personally known to me or has produced DRIVERS LICENSE as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 25<sup>th</sup> day of JULY, in the year 2024.



Linda Barbara  
 Signature of Notary Public  
 Notary Public for the State of Florida  
 My Commission Expires: 2-8-2025

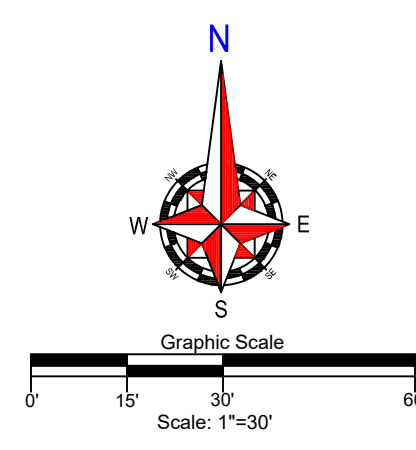
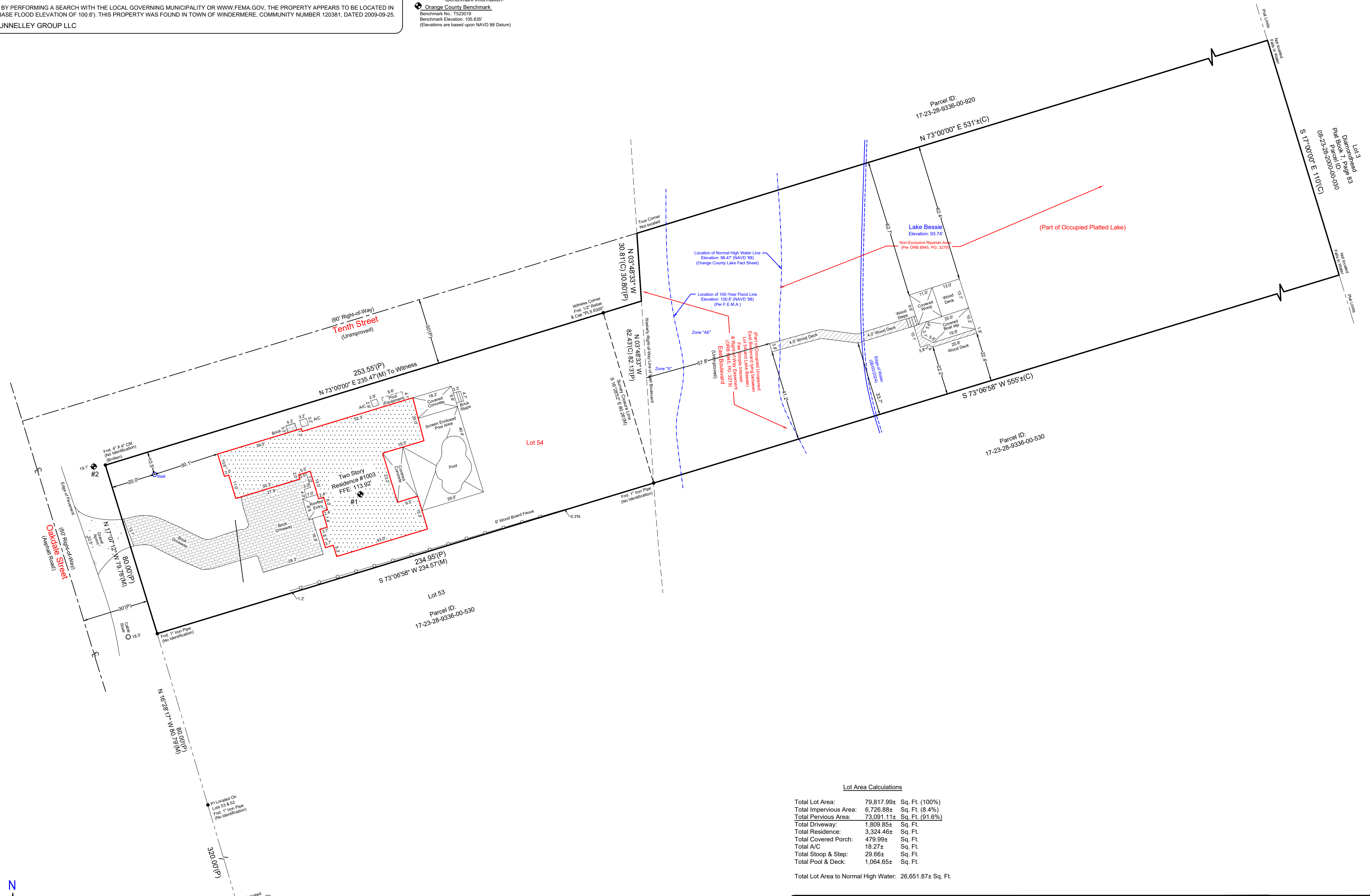
Legal Description(s) or Parcel Identification Number(s) are required:
PARCEL ID #: <u>17-23-28-9336-00-540</u>
LEGAL DESCRIPTION: <u>LOT 54 &amp; THAT PART OF OCCUPIED PLATON LAKE &amp; THAT PART OF OCCUPIED UNOPENED EAST BLVD LYING BETWEEN LOT 54 &amp; LAKE PLAT OF WINDERMERE G/36 - SEE SURVEY &amp; DEED FOR COMPLETE LEGAL</u>

**Boundary Survey**

**Legal Description:**  
 LOT 54, AND THAT PART OF OCCUPIED PLATTED LAKE AND THAT PART OF OCCUPIED UNOPENED EAST BOULEVARD LYING BETWEEN LOT 54 AND LAKE BESSIE PLAT OF WINDERMERE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK Q, PAGES 36 THROUGH 39, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

FLOOD DISCLAIMER: BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X AE (WITH A BASE FLOOD ELEVATION OF 100.6'). THIS PROPERTY WAS FOUND IN TOWN OF WINDERMERE, COMMUNITY NUMBER 120381, DATED 2009-09-25. CERTIFIED TO: NUNNELLEY GROUP LLC

-Site Benchmark Information-  
 #1  
 Finished Floor Elevation of #1003 Residence  
 Elevation: 113.92'  
 #2  
 Set 1/2" Rebar & Cap "BM LB 7623"  
 Elevation: 116.21'  
 -Benchmark Information-  
 Orange County Benchmark  
 Benchmark No: 7522919  
 Benchmark Elevation: 105.635'  
 (Elevations are based upon NAVD 88 Datum)



**Lot Area Calculations**

Total Lot Area:	79,817.99±	Sq. Ft. (100%)
Total Impervious Area:	6,726.88±	Sq. Ft. (8.4%)
Total Pervious Area:	73,091.11±	Sq. Ft. (91.6%)
Total Driveway:	1,809.85±	Sq. Ft.
Total Residence:	3,324.46±	Sq. Ft.
Total Covered Porch:	479.99±	Sq. Ft.
Total A/C:	18.27±	Sq. Ft.
Total Stoop & Step:	29.66±	Sq. Ft.
Total Pool & Deck:	1,064.65±	Sq. Ft.
Total Lot Area to Normal High Water:	26,651.87±	Sq. Ft.

Field Date: 06/03/24 Drawn By: GS	Date Completed: 06/04/24 File Number: IS-131076	>Survey is Based upon the Legal Description Supplied by Client. >Abutting Properties Deeds have NOT been Researched for Gaps, Overlaps and/or Hiatus. >Subject to any Easements and/or Restrictions of Record. >Bearing Basis shown hereon, is Assumed and Based upon the Line Denoted with a "B". >Building Ties are NOT to be used to reconstruct Property Lines. >Fence Ownership is NOT determined. >Roof Overhangs, Underground Utilities and/or Footers have NOT been located UNLESS otherwise noted. >Septic Tanks and/or Drainfield locations are approximate and MUST be verified by appropriate Utility Location Companies. >Use of This Survey for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be construed to give ANY Rights or Benefits to Anyone other than those Certified. >Flood Zone Determination Shown Hereon is Given as a Courtesy, and is Subject to Final Approval by F.E.M.A. This Determination may be affected by Flood Factors and/or other information NEITHER known by NCR given to this Surveying Company at the time of this Endeavor. Ireland & Associates Surveying, Inc. and the signing surveyor assume NO Liability for the Accuracy of this Determination.	<b>Revisions</b>     	True and Correct to the Best of my Knowledge and Belief as recently Surveyed under my Direction on the Date Shown, Based on Information furnished to Me as Noted and Conforms to the Standard of Practice for Land Surveying in the State of Florida in accordance with Chapter 53-17.052 Florida Administrative Codes, Pursuant to Section 473.227 Florida Statutes.  Patrick K. Ireland, PS176637, LB 7623 This Survey is Intended Only for the Use of Said Certified Parties. This Survey NOT VALID UNLESS signed and Embossed with Surveyor's Seal. <b>Ireland &amp; Associates Surveying, Inc.</b> 800 Currency Circle Suite 1020 Lake Mary, Florida 32746 www.irelandsurveying.com Office-407.678.3366 Fax-407.320.8165
--------------------------------------	--	--	--------------------------------------	---

**Title Notes:**  
 >This Surveying Company was NOT given a Title Commitment at the time of Execution of Survey.  
 >There was NO Title Search performed by this Surveying Company.  
 >Survey is Subject to an Accurate Title Search.

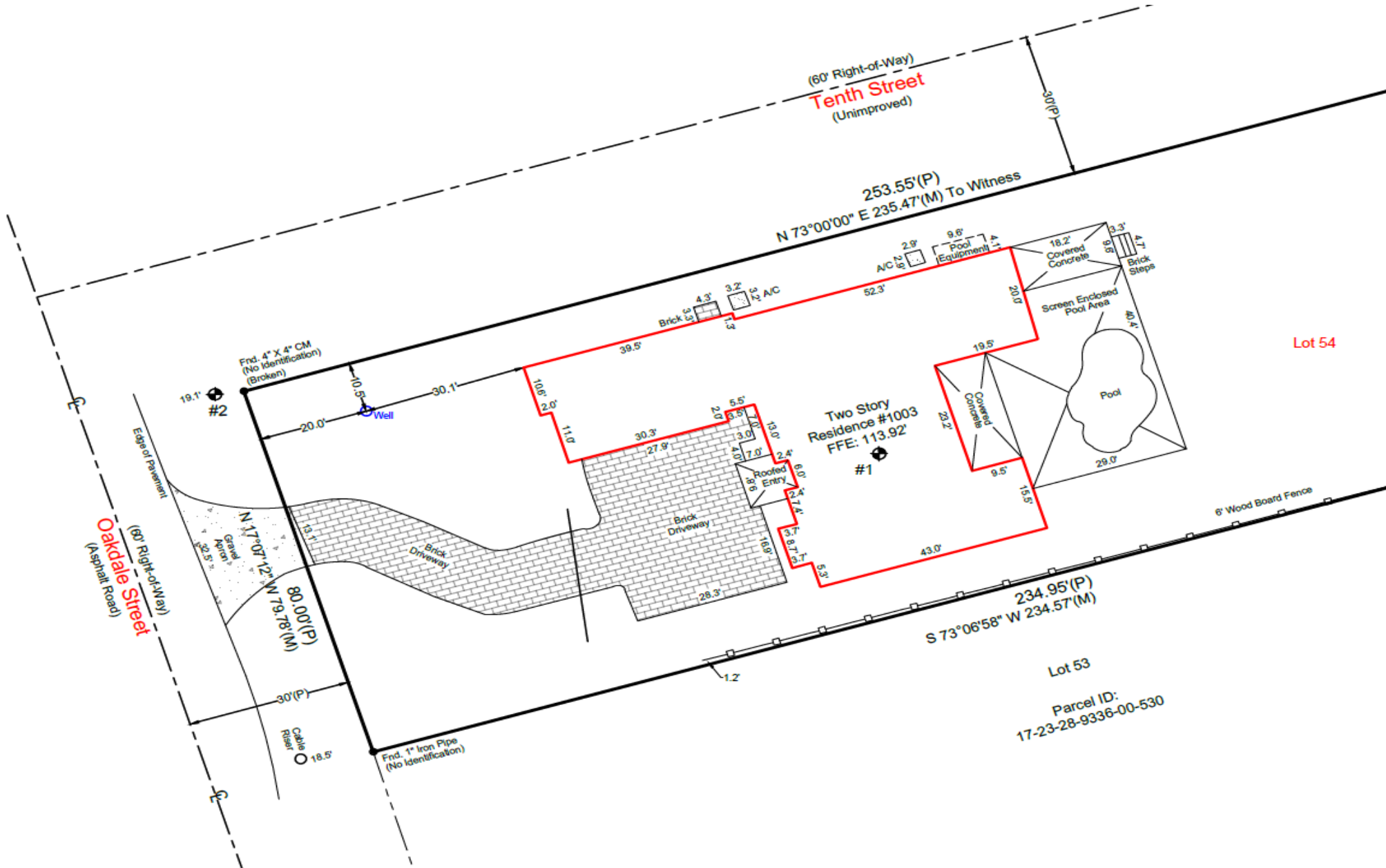
1003 Oakdale  
Aerial Photo the 60 foot Right of Way 10<sup>th</sup> Street

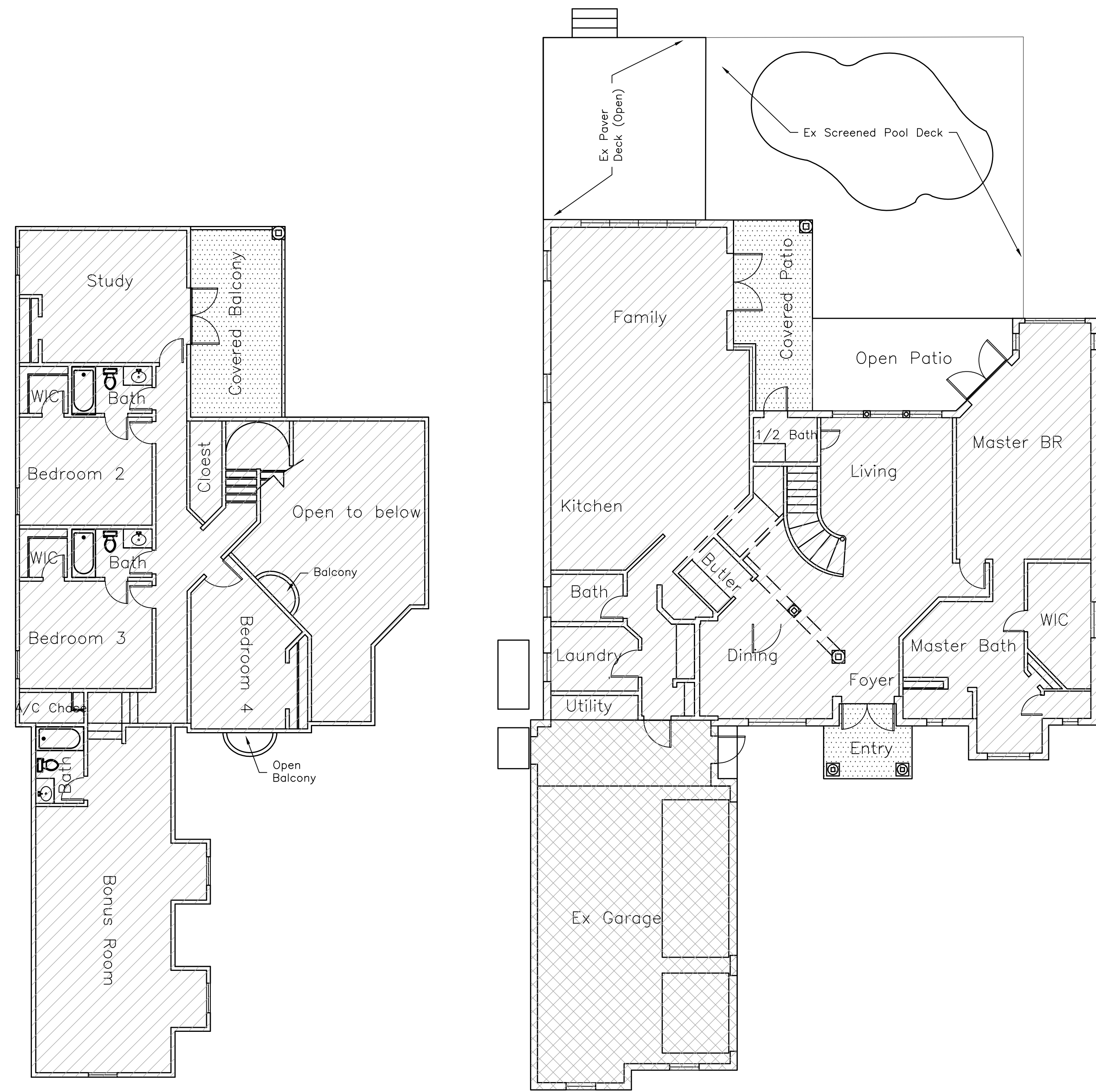




# 1003 Oakdale

## Enlarged Survey showing the North side setbacks





Second Floor Plan

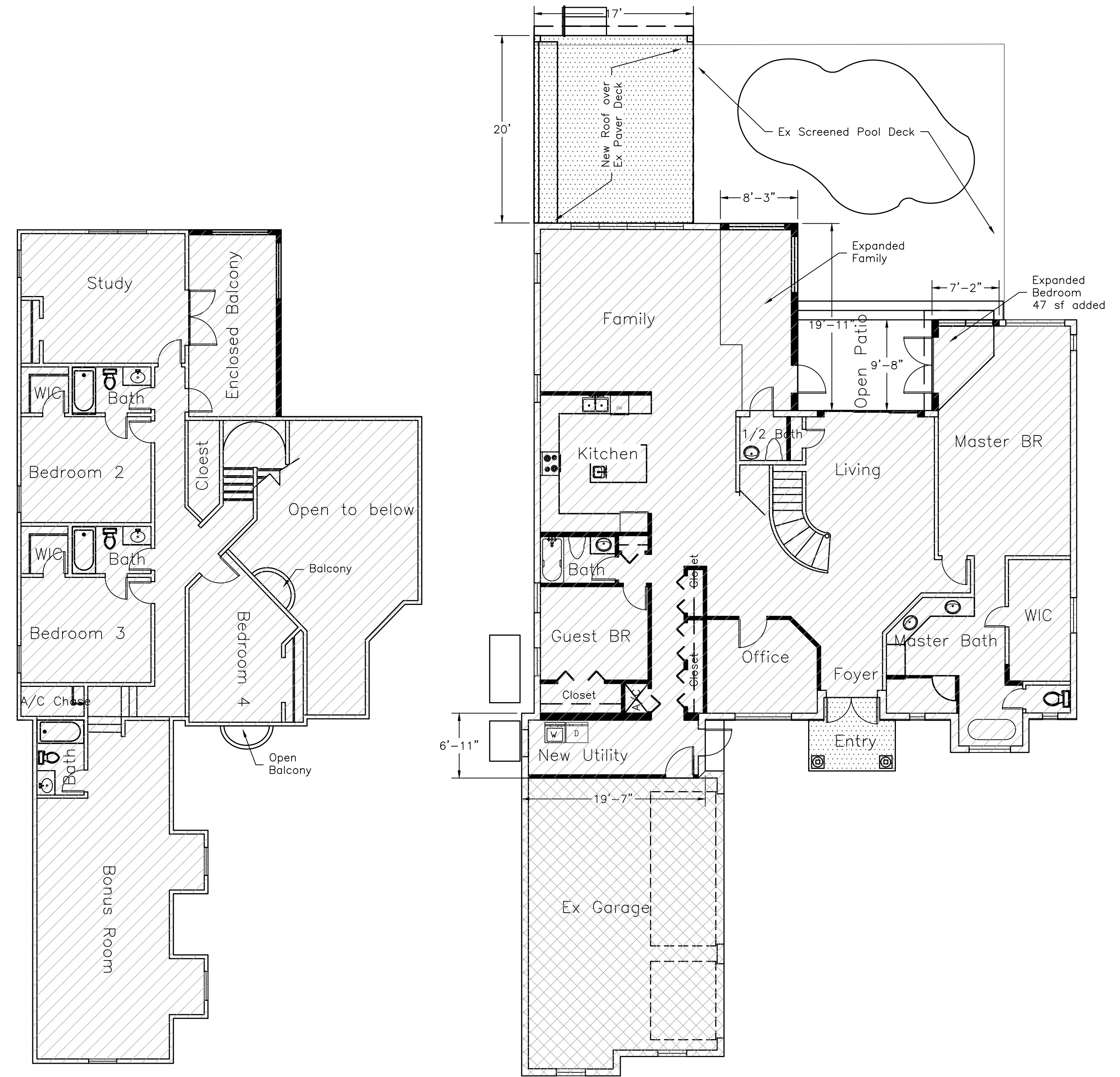
First Floor Plan

Existing Floor Plans

Scale: 1/8"=1'

Existing Floor Area Calculations			
Label	1st Floor	2nd Floor	Total
Living Area	2,429 sf	2,307 sf	4,736 sf
Garage	799 sf	0 sf	799 sf
Covered Entry	65 sf	0 sf	65 sf
Covered Balconys	148 sf	197 sf	345 sf
<b>Total</b>	<b>3,441 sf</b>	<b>2,504 sf</b>	<b>5,945 sf</b>

Site Area	26,843 sf	0.62 Ac
Existing FAR	0.221	



Second Floor Plan

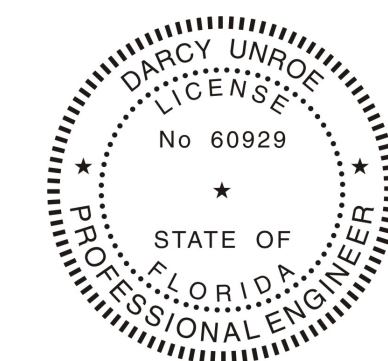
First Floor Plan

Proposed Floor Plans

Scale: 1/8"=1'

Proposed Floor Area Calculations			
Label	1st Floor	2nd Floor	Total
Living Area	2,763 sf	2,504 sf	5,267 sf
Garage	665 sf	0 sf	665 sf
Covered Entry	65 sf	0 sf	65 sf
Covered Balconys	340 sf	0 sf	340 sf
<b>Total</b>	<b>3,833 sf</b>	<b>2,504 sf</b>	<b>6,337 sf</b>

Site Area	26,843 sf	0.62 Ac
Proposed FAR	0.236	



Darcy Unroe  
 c=US, st=Florida,  
 l=Orlando, o=Unroe  
 Engineering, Inc.,  
 cn=Darcy Unroe,  
 engineering.com  
 2024.06.05 19:52:23  
 -04'00'

This item has been electronically signed and sealed by Darcy Unroe, PE 60929 on the date indicated using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copy.

Revision	Date

A Custom Home Addition For:  
 Matthew & Tracy Sullivan  
 12925 W Lake Butler Rd  
 Windermere, FL 34786

Existing & Proposed Floor Plans



Drawn By: DPU  
 Checked By: DPU  
 Date: 04/16/24

Job No.: 2424

Darcy Unroe PE 60929

Revision	Date

A Custom Home Addition For:  
 Matthew & Tracy Sullivan  
 12925 W Lake Butler Rd  
 Windermere, FL 34786

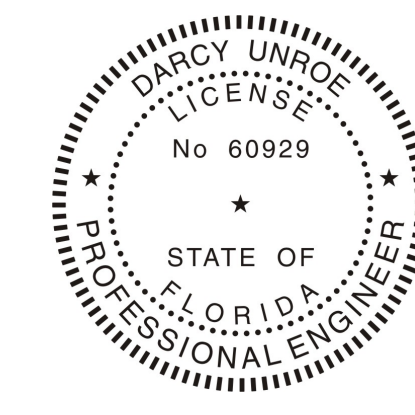
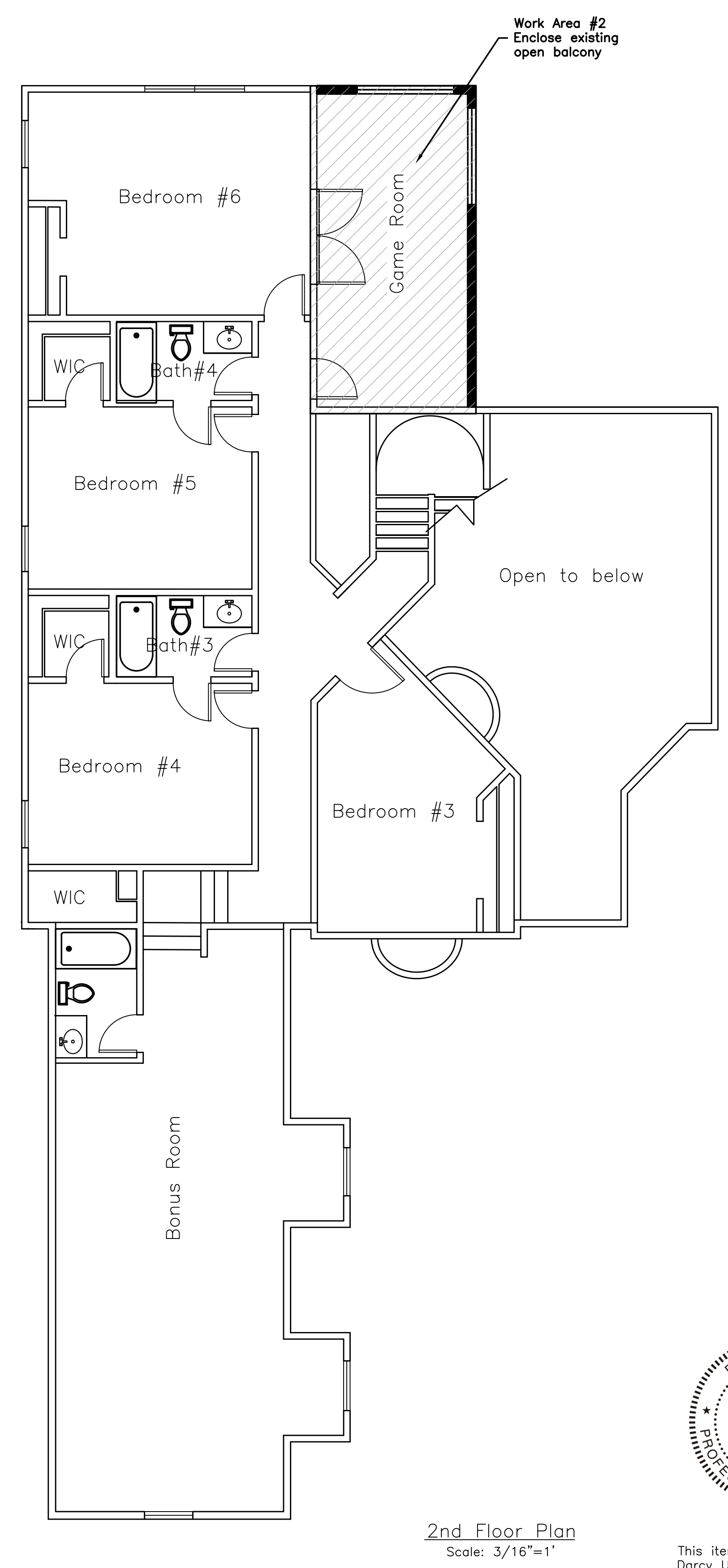
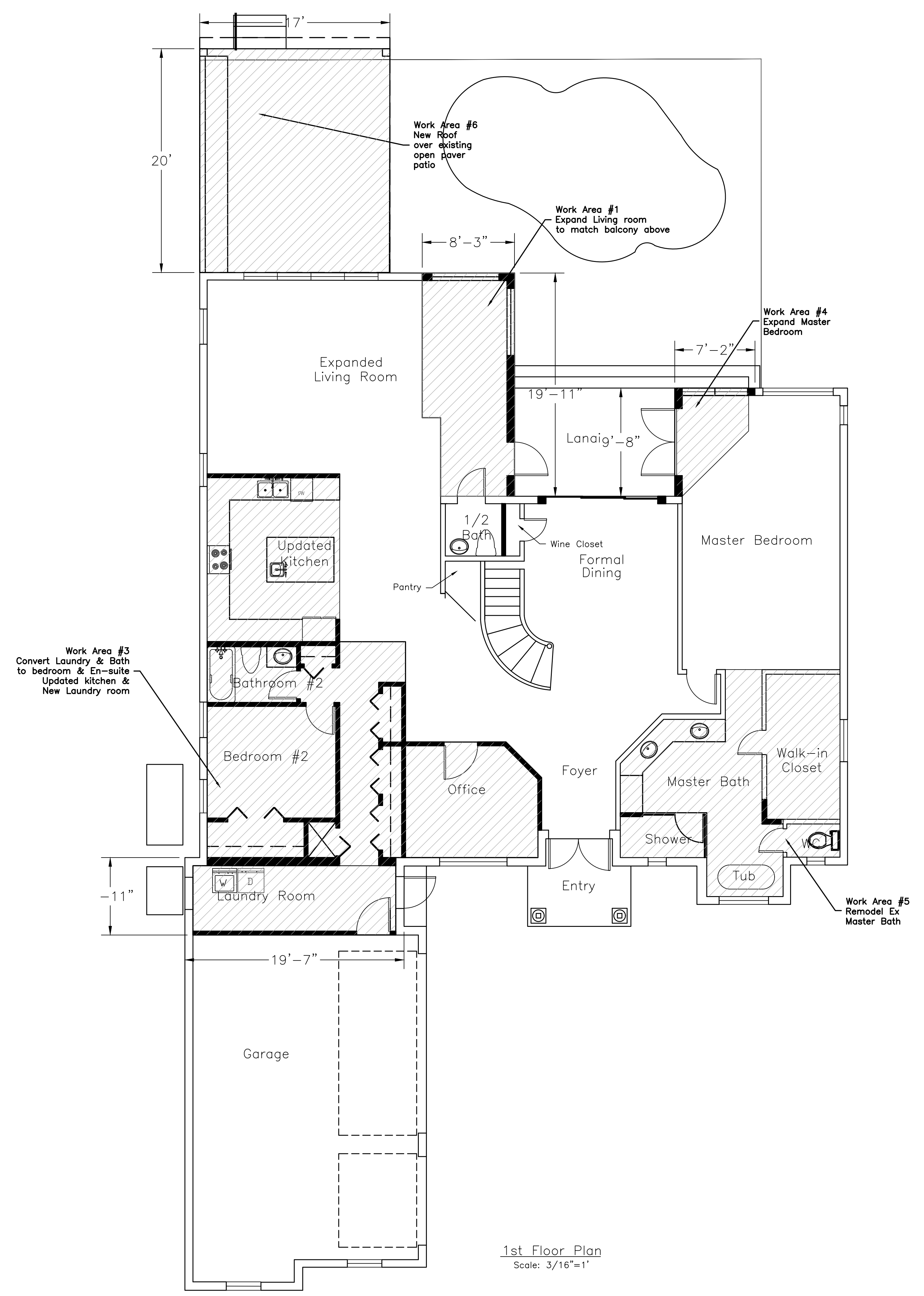
WORK AREA FLOOR PLANS

**Unroe Engineering**  
 Engineering Planning/Scientific Evaluations  
 PO Box 86942, Orlando, FL 32869 • PH 407-299-0650 • FX 407-299-0639



Drawn By: DPU  
 Checked By: DPU  
 Date: 07/16/24  
 Job No.: 2224

Darcy Unroe PE 60929



Darcy Unroe  
 c=US, st=Florida,  
 l=Orlando, o=Unroe  
 Engineering, Inc.,  
 cn=Darcy Unroe,  
 email=Darcy@unroe  
 engineering.com  
 2024.06.05 19:52:08  
 -04'00'

This item has been electronically signed and sealed by Darcy Unroe, PE 60929 on the date indicated using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copy.



# Building Permit

KEEP POSTED ON JOBSITE AT ALL TIMES  
Orange County Division of Building Safety  
201 South Rosalind Avenue  
Orlando, Florida 32802-2687  
Phone: 407-836-5550

DATE ISSUED: **October 25, 2002**

BUILDING PERMIT NUMBER: **B02015069**

Permission is granted to do the following work according to the conditions hereon and the approved plans and specifications subject to compliance with the Ordinances of Orange County, Florida.

The issuance of this permit does not grant permission to violate any applicable Orange County and/or State of Florida codes and/or State of Florida codes and/or ordinances. There may be additional permits required from other governmental agencies.

In addition to the requirements of this permit, there may be additional restrictions applicable to the property that may be found in the public records of this county.

This permit becomes void if the work authorized is not commenced within 6 months or is suspended or abandoned for a period of 6 months after

Tenant/Occupant:

Owner:

Project Address: **1003 Oakdale St.  
Windermere, FL  
34786**

Parcel I.D. Number: **17-23-28-9336-00-540**

Zoning District:

Contractor: **David Carl Buckles**

License #: **CGC0060737**

Address: **967 Glenview Cir.  
Winter Garden, FL  
34787**

Building Code:

Value of Work: **\$320,000.00**

NOC: **Y**

Square Footage: **4,665**

Maximum Floor Load Allowable: **40**

No. of Stories: **0**

Maximum Number of Persons: **0**

Type of Construction: **N/A**

No. of Units: **1**

Sprinkler Sys. Provided: **N/A**

Sprinkle Sys Req'd: **N/A**

Building Risk Category: **N/A**

Use & Occupancy Type: **R3**

Wind Speed: **N/A**

Wind Borne Debris Region: **N/A**

Threshold Building: **N**

Flood Plain: **N/A**

Nature of Work: **New Construction**

Low Floor Elevation: **N/A**

Number of Trees: **N/A**

The following sub-permits are required and must be obtained through FastTrack. For more information email [ESubs@ocfl.net](mailto:ESubs@ocfl.net)

Issued By:

Special Considerations: **Erect Sfr Lot 54  
Health Hold For Septic Permit Building Hold For Complete Deck Section, Garage Door  
Master File, Letter On Structural Loads**

Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.



# Building Permit

KEEP POSTED ON JOBSITE AT ALL TIMES  
Orange County Division of Building Safety  
201 South Rosalind Avenue  
Orlando, Florida 32802-2687  
Phone: 407-836-5550

DATE ISSUED: **March 10, 2003**

BUILDING PERMIT NUMBER: **B03003272**

Permission is granted to do the following work according to the conditions hereon and the approved plans and specifications subject to compliance with the Ordinances of Orange County, Florida.

The issuance of this permit does not grant permission to violate any applicable Orange County and/or State of Florida codes and/or State of Florida codes and/or ordinances. There may be additional permits required from other governmental agencies.

In addition to the requirements of this permit, there may be additional restrictions applicable to the property that may be found in the public records of this county.

This permit becomes void if the work authorized is not commenced within 6 months or is suspended or abandoned for a period of 6 months after

Tenant/Occupant:

Owner:

Project Address: **1003 Oakdale St.  
Windermere, FL  
34786**

Parcel I.D. Number: **17-23-28-9336-00-540**

Zoning District:

Contractor: **Michael Paul Fratrik**

License #: **CPC0050520**

Address: **348 W. S R 434  
Oviedo, FL  
32765**

Building Code:

Value of Work: **\$17,000.00**

NOC: **Y**

Square Footage: **288**

Maximum Floor Load Allowable: **0**

No. of Stories: **0**

Maximum Number of Persons: **0**

Type of Construction: **N/A**

No. of Units: **0**

Sprinkler Sys. Provided: **N/A**

Sprinkle Sys Req'd: **N/A**

Building Risk Category: **N/A**

Use & Occupancy Type: **R3**

Wind Speed: **N/A**

Wind Borne Debris Region: **N/A**

Threshold Building: **N**

Flood Plain: **N/A**

Nature of Work: **New Construction**

Low Floor Elevation: **N/A**

Number of Trees: **N/A**

The following sub-permits are required and must be obtained through FastTrack. For more information email [ESubs@ocfl.net](mailto:ESubs@ocfl.net)

Issued By:

Special Considerations: **Construct Pool L 54  
Construct Pool In Rear Of Sfr, Zoning Hold For Windermere,**

Pursuant to Section 125.022, Florida Statutes, issuance of this development permit by the County does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

Pursuant to Section 125.022, the applicant shall obtain all other applicable state or federal permits before commencement of development.



# Town of Windermere

614 Main Street Windermere, FL 34786  
Office: (407) 876-2563 Fax: (407) 876-0103



Mayor  
JIM O'BRIEN

Town Manager  
ROBERT SMITH

Clerk  
DOROTHY BURKHALTER

August 22, 2024

ROSE MOLLY  
FLEMING ROBERT L  
928 MAIN ST  
WINDERMERE FL 34786

**RE: Public Notice of Variance Public Hearing for 1003 Oakdale St. - Z24-09**

Darreel Nunnelley, representative for Matthew and Stacey Sullivan, owners of 1003 Oakdale St, submitted a request for approval of a variance pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The purpose of the variance request is to allow for an expansion of a non-conforming structure to provide for a decrease in the side setback from 25 feet to approximately 11.8 feet in line with the side of the existing home for the addition of a covered patio. This variance request is after the fact. The covered patio was constructed without a permit.

Enclosed is additional information regarding this request.

Pursuant to the Town of Windermere Code of Ordinances, you as a surrounding property owner are entitled to comment on this matter. If you wish to comment, this form must be received by the Town of Windermere use of the enclosed stamped envelope to Wade Trim, Inc. or by email to tow@wadetrim.com by **September 13, 2024**.

This matter will be presented to the Development Review Board on **Tuesday, September 17, 2024, at 6:30 p.m.** Their recommendation will be heard by the Town Council on **Tuesday, October 8, 2024, at 6:00 p.m.** You may attend the meetings at Town Hall, located at 520 Main Street. All meetings are open to the public and you are welcome to participate. Feel free to contact me if you have any questions.

Sincerely,  
Brad Cornelius, AICP, Town Planner  
Wade Trim, Inc.  
813.882.4373  
tow@wadetrim.com  
Encl.

---

**RECOMMEND – Z24-09 (1003 Oakdale St.)**

APPROVAL: ✓ DISAPPROVAL: \_\_\_\_\_

COMMENTS: I have no problem with Set Back, but have questions.  
1- Has septic been updated/reviewed due to added bath?  
2- Was there a variance for house set back? if so when?

SIGNATURE: Mr. Rose DATE: 9/4/24

ROSE MOLLY

FLEMING ROBERT L

# Town of Windermere

614 Main Street Windermere, FL 34786  
Office: (407) 876-2563 Fax: (407) 876-0103



Mayor  
JIM O'BRIEN

Town Manager  
ROBERT SMITH

Clerk  
DOROTHY BURKHALTER

August 22, 2024

**HEADLEY ANNA WILLARD**  
826 OAKDALE ST  
WINDERMERE FL 34786

**RE: Public Notice of Variance Public Hearing for 1003 Oakdale St. - Z24-09**

Darreel Nunnelley, representative for Matthew and Stacey Sullivan, owners of 1003 Oakdale St, submitted a request for approval of a variance pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The purpose of the variance request is to allow for an expansion of a non-conforming structure to provide for a decrease in the side setback from 25 feet to approximately 11.8 feet in line with the side of the existing home for the addition of a covered patio. This variance request is after the fact. The covered patio was constructed without a permit.

Enclosed is additional information regarding this request.

Pursuant to the Town of Windermere Code of Ordinances, you as a surrounding property owner are entitled to comment on this matter. If you wish to comment, this form must be received by the Town of Windermere use of the enclosed stamped envelope to Wade Trim, Inc. or by email to tow@wadetrim.com by **September 13, 2024**.

This matter will be presented to the Development Review Board on **Tuesday, September 17, 2024, at 6:30 p.m.** Their recommendation will be heard by the Town Council on **Tuesday, October 8, 2024, at 6:00 p.m.** You may attend the meetings at Town Hall, located at 520 Main Street. All meetings are open to the public and you are welcome to participate. Feel free to contact me if you have any questions.

Sincerely,  
Brad Cornelius, AICP, Town Planner  
Wade Trim, Inc.  
813.882.4373  
[tow@wadetrim.com](mailto:tow@wadetrim.com)  
Encl.

---

**RECOMMEND – Z24-09 (1003 Oakdale St.)**

**APPROVAL:**  **DISAPPROVAL**

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

**SIGNATURE:** Anna Headley **DATE:** 9/3/24

**HEADLEY ANNA WILLARD**



# Town of Windermere

614 Main Street Windermere, FL 34786  
Office: (407) 876-2563 Fax: (407) 876-0103



Mayor  
JIM O'BRIEN

Town Manager  
ROBERT SMITH

Clerk  
DOROTHY BURKHALTER

August 22, 2024

**DOBBS GREGG**  
**DOBBS LOURA L**  
**PO BOX 747**  
**WINDERMERE FL 34786**

**RE: Public Notice of Variance Public Hearing for 1003 Oakdale St. - Z24-09**

Darreel Nunnelley, representative for Matthew and Stacey Sullivan, owners of 1003 Oakdale St, submitted a request for approval of a variance pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The purpose of the variance request is to allow for an expansion of a non-conforming structure to provide for a decrease in the side setback from 25 feet to approximately 11.8 feet in line with the side of the existing home for the addition of a covered patio. This variance request is after the fact. The covered patio was constructed without a permit.

Enclosed is additional information regarding this request.

Pursuant to the Town of Windermere Code of Ordinances, you as a surrounding property owner are entitled to comment on this matter. If you wish to comment, this form must be received by the Town of Windermere use of the enclosed stamped envelope to Wade Trim, Inc. or by email to tow@wadetrim.com by **September 13, 2024**.

This matter will be presented to the Development Review Board on **Tuesday, September 17, 2024, at 6:30 p.m.** Their recommendation will be heard by the Town Council on **Tuesday, October 8, 2024, at 6:00 p.m.** You may attend the meetings at Town Hall, located at 520 Main Street. All meetings are open to the public and you are welcome to participate. Feel free to contact me if you have any questions.

Sincerely,  
Brad Cornelius, AICP, Town Planner  
Wade Trim, Inc.  
813.882.4373  
[tow@wadetrim.com](mailto:tow@wadetrim.com)  
Encl.

---

**RECOMMEND – Z24-09 (1003 Oakdale St.)**

**APPROVAL:**   *X*   **DISAPPROVAL** \_\_\_\_\_

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

**SIGNATURE:**   *Gregg*   **DATE:**   8/27/24  

**DOBBS GREGG**  
**DOBBS LOURA L**

RECOMMEND - Z24-09 (1003 Oakdale St.)

APPROVAL:  DISAPPROVAL

COMMENTS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: 9.1.2024

HANKINS-KOPPEL CINDY

HANKINS-KOPPEL JEFFREY

*Cindy Hankins-Koppel*  
*Jeffrey Hankins-Koppel*

RECOMMEND - Z24-09 (1003 Oakdale St.)

APPROVAL:  DISAPPROVAL

COMMENTS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: 8-24-2024

MARTIN JOSEPH

MARTIN RACHEL

RECOMMEND - Z24-09 (1003 Oakdale St.)

APPROVAL:  DISAPPROVAL

COMMENTS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: 8/26/24

AMY LYNN HOOD REVOCABLE TRUST

*Amy Lynn Hood*

RECOMMEND - Z24-09 (1003 Oakdale St.)

APPROVAL: X DISAPPROVAL \_\_\_\_\_

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

SIGNATURE: Deborah V. Scroggin DATE: 8/24/2024

SCROGGINS DEBORAH V LIFE ESTATE  
REM: ELEX SAMUEL SCROGGINS

PLEASE SEE EMAIL ON NEXT PAGE. MS. SCROGGINS CHANGED RESPONSE TO "DISAPPROVAL".

RECOMMEND - Z24-09 (1003 Oakdale St.)

APPROVAL: \_\_\_\_\_ DISAPPROVAL ✓

COMMENTS: As this house is vacant and there was no personal statement enclosed by the owners (just their representative), there is no reason for a variance. The aerial view serves no purpose.

SIGNATURE: Nancy P Barcoe DATE: 9/10/2024

BARDOE WILLIAM G  
BARDOE NANCY P

 Outlook

---

## Variance 1003 Oakdale

---

**From** Debbie Scroggins <debbie.scroggins@cfl.rr.com>

**Date** Tue 2024-09-17 11:17 AM

**To** Cornelius, Brad <bcornelius@wadetrim.com>

This message originated outside of Wade Trim

I would like to change my mind on this variance. My vote is now NO.

Thank you

Sent from my iPad

# Town of Windermere

614 Main Street Windermere, FL 34786  
Office: (407) 876-2563 Fax: (407) 876-0103



Mayor  
JIM O'BRIEN

Town Manager  
ROBERT SMITH

Clerk  
DOROTHY BURKHALTER

August 22, 2024

SUNSHINE VACATION RENTALS INC  
1245 OAKDALE ST  
WINDERMERE FL 34786

**RE: Public Notice of Variance Public Hearing for 1003 Oakdale St. - Z24-09**

Darreel Nunnelley, representative for Matthew and Stacey Sullivan, owners of 1003 Oakdale St, submitted a request for approval of a variance pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The purpose of the variance request is to allow for an expansion of a non-conforming structure to provide for a decrease in the side setback from 25 feet to approximately 11.8 feet in line with the side of the existing home for the addition of a covered patio. This variance request is after the fact. The covered patio was constructed without a permit.

Enclosed is additional information regarding this request.

Pursuant to the Town of Windermere Code of Ordinances, you as a surrounding property owner are entitled to comment on this matter. If you wish to comment, this form must be received by the Town of Windermere use of the enclosed stamped envelope to Wade Trim, Inc. or by email to tow@wadetrim.com by **September 13, 2024**.

This matter will be presented to the Development Review Board on **Tuesday, September 17, 2024, at 6:30 p.m.** Their recommendation will be heard by the Town Council on **Tuesday, October 8, 2024, at 6:00 p.m.** You may attend the meetings at Town Hall, located at 520 Main Street. All meetings are open to the public and you are welcome to participate. Feel free to contact me if you have any questions.

Sincerely,  
Brad Cornelius, AICP, Town Planner  
Wade Trim, Inc.  
813.882.4373  
tow@wadetrim.com  
Encl.

**RECOMMEND - Z24-09 (1003 Oakdale St.)**

APPROVAL: \_\_\_\_\_ DISAPPROVAL:   X  

COMMENTS: ① Granting a variance after the construction encourages others to violate the code  
② Building outside the existing code leads to flooding and runoff into the lake  
③ over building will hurt the beauty of the lake front.

SIGNATURE: [Signature] DATE: 8/24/24

SUNSHINE VACATION RENTALS INC

August 25, 2024

Brad Cornelius, AICP, Town Planner

Dear Mr. Cornelius,

I am adamantly opposed to approving the request for a variance on the property located at 1003 Oakdale Street in Windermere for several reasons.

1. No one should be granted a request for a variance after they have already constructed a structure that is in violation of existing code. That encourages others to do the same under the idea that asking for forgiveness is easier than asking for permission.
2. Additional construction outside of and in violation of the existing code on Oakdale Street will only add to the existing drainage problem in this area. This construction reduces the land's ability to hold and percolate the rain that falls on the lot. This leads to rain runoff into Lake Bessie and to flooding of other properties.
3. Unnecessary over-construction, outside of existing codes, only decreases the beauty and purity of the lake front.

Hopefully, you and the town council will recognize the many problems that will result from a variance on this property.

Thank you for your time and consideration.

Tom Fry / Owner 916 Oakdale Street

# Town of Windermere

614 Main Street Windermere, FL 34786  
Office: (407) 876-2563 Fax: (407) 876-0103



Mayor  
JIM O'BRIEN

Town Manager  
ROBERT SMITH

Clerk  
DOROTHY BURKHALTER

August 22, 2024

**FRY THOMAS  
FRY JOANNE  
1245 OAKDALE ST  
WINDERMERE FL 34786**

**RE: Public Notice of Variance Public Hearing for 1003 Oakdale St. - Z24-09**

Darreel Nunnelley, representative for Matthew and Stacey Sullivan, owners of 1003 Oakdale St, submitted a request for approval of a variance pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The purpose of the variance request is to allow for an expansion of a non-conforming structure to provide for a decrease in the side setback from 25 feet to approximately 11.8 feet in line with the side of the existing home for the addition of a covered patio. This variance request is after the fact. The covered patio was constructed without a permit.

Enclosed is additional information regarding this request.

Pursuant to the Town of Windermere Code of Ordinances, you as a surrounding property owner are entitled to comment on this matter. If you wish to comment, this form must be received by the Town of Windermere use of the enclosed stamped envelope to Wade Trim, Inc. or by email to tow@wadetrim.com by **September 13, 2024**.

This matter will be presented to the Development Review Board on **Tuesday, September 17, 2024, at 6:30 p.m.** Their recommendation will be heard by the Town Council on **Tuesday, October 8, 2024, at 6:00 p.m.** You may attend the meetings at Town Hall, located at 520 Main Street. All meetings are open to the public and you are welcome to participate. Feel free to contact me if you have any questions.

Sincerely,  
Brad Cornelius, AICP, Town Planner  
Wade Trim, Inc.  
813.882.4373  
[tow@wadetrim.com](mailto:tow@wadetrim.com)  
Encl.

**RECOMMEND – Z24-09 (1003 Oakdale St.)**

APPROVAL: \_\_\_\_\_ DISAPPROVAL: X

COMMENTS: ① Granting a Variance After the fact is bad policy.  
② Building outside of code leads to Flooding of other Areas.  
③ Structures outside of code destroy the beauty of the Lake front.

SIGNATURE: [Signature] DATE: 8/25/24

FRY THOMAS  
FRY JOANNE

④ what good are codes if people do not honor them.

August 25, 2024

Brad Cornelius, AICP, Town Planner

Dear Mr. Cornelius,

I am adamantly opposed to approving the request for a variance on the property located at 1003 Oakdale Street in Windermere for several reasons.

1. No one should be granted a request for a variance after they have already constructed a structure that is in violation of existing code. That encourages others to do the same under the idea that asking for forgiveness is easier than asking for permission.
2. Additional construction outside of and in violation of the existing code on Oakdale Street will only add to the existing drainage problem in this area. This construction reduces the land's ability to hold and percolate the rain that falls on the lot. This leads to rain runoff into Lake Bessie and to flooding of other properties.
3. Unnecessary over-construction, outside of existing codes, only decreases the beauty and purity of the lake front.

Hopefully, you and the town council will recognize the many problems that will result from a variance on this property.

Thank you for your time and consideration.

Tom Fry / Resident 1245 Oakdale Street



# Town of Windermere

614 Main Street Windermere, FL 34786  
Office: (407) 876-2563 Fax: (407) 876-0103



Mayor  
JIM O'BRIEN

Town Manager  
ROBERT SMITH

Clerk  
DOROTHY BURKHALTER

August 22, 2024

NABERS JOHN M  
628 HIGHLAND AVE  
WINDERMERE FL 34786

**RE: Public Notice of Variance Public Hearing for 1003 Oakdale St. - Z24-09**

Darreel Nunnolley, representative for Matthew and Stacey Sullivan, owners of 1003 Oakdale St, submitted a request for approval of a variance pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The purpose of the variance request is to allow for an expansion of a non-conforming structure to provide for a decrease in the side setback from 25 feet to approximately 11.8 feet in line with the side of the existing home for the addition of a covered patio. This variance request is after the fact. The covered patio was constructed without a permit.

Enclosed is additional information regarding this request.

Pursuant to the Town of Windermere Code of Ordinances, you as a surrounding property owner are entitled to comment on this matter. If you wish to comment, this form must be received by the Town of Windermere use of the enclosed stamped envelope to Wade Trim, Inc. or by email to tow@wadetrim.com by **September 13, 2024**.

This matter will be presented to the Development Review Board on **Tuesday, September 17, 2024, at 6:30 p.m.** Their recommendation will be heard by the Town Council on **Tuesday, October 8, 2024, at 6:00 p.m.** You may attend the meetings at Town Hall, located at 520 Main Street. All meetings are open to the public and you are welcome to participate. Feel free to contact me if you have any questions.

Sincerely,  
Brad Cornelius, AICP, Town Planner  
Wade Trim, Inc.  
813.882.4373  
tow@wadetrim.com  
Encl.

**RECOMMEND – Z24-09 (1003 Oakdale St.)**

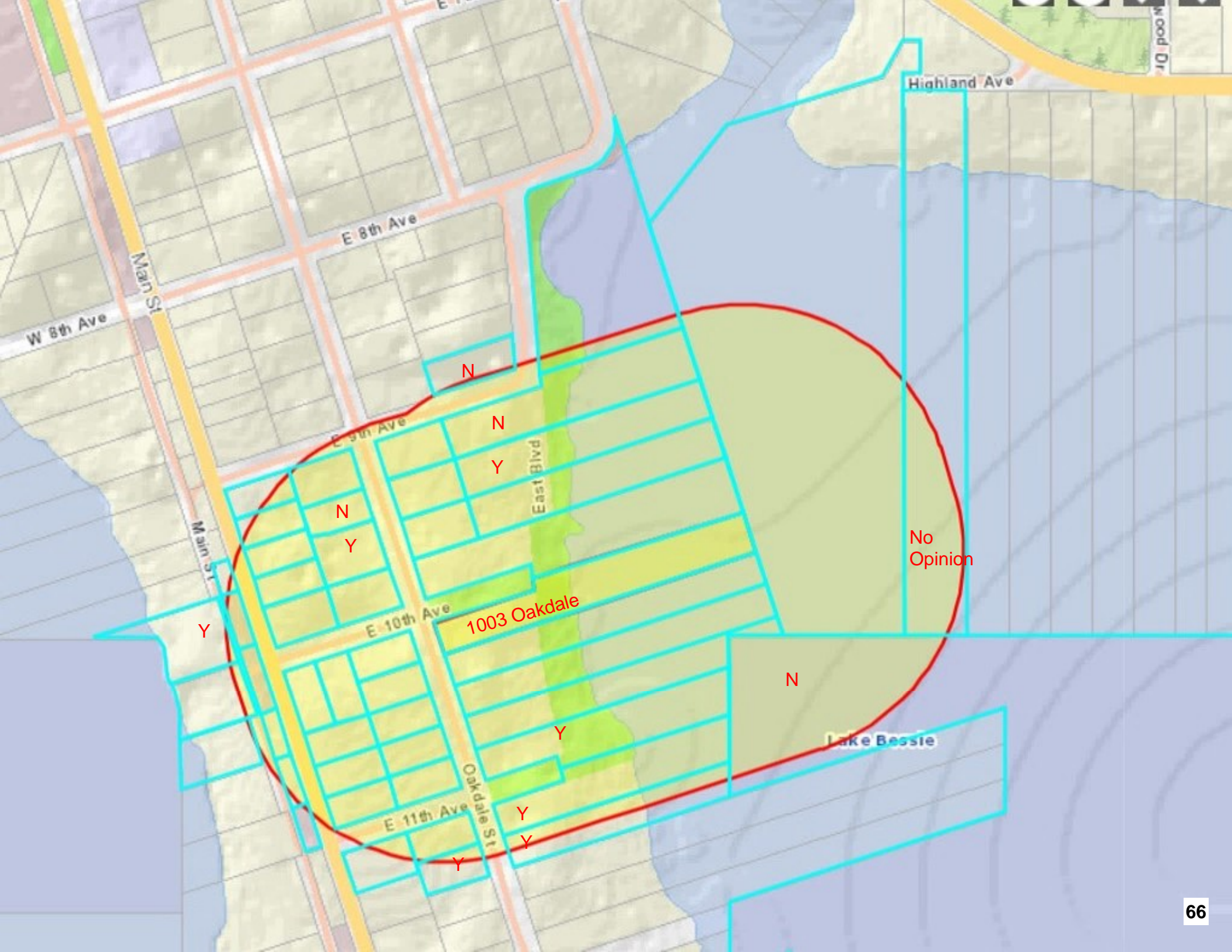
APPROVAL: \_\_\_\_\_ DISAPPROVAL: \_\_\_\_\_

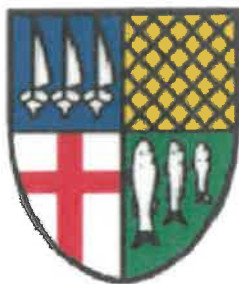
COMMENTS: I DO NOT THINK I NEEDED TO GET THIS NOTICE.  
MY PROPERTY IS 636 OAKDALE  
BUT THE CONTRACTOR SHOULD AND I THINK DID KNOW TO GET A PERMIT. SO I THINK

SIGNATURE: [Signature] DATE: 8/28/24

NABERS JOHN M

THEY SHOULD  
BE FINED  
REGARDLESS OF  
THE OUTCOME





**TOWN OF WINDERMERE  
EXECUTIVE SUMMARY**

**SUBJECT:** Approval of 3rd Avenue and Magnolia Street, Bessie Drainage - Phase II  
Subrecipient Agreement 4337-443-A with FDEM

**REQUESTED ACTION:** Approval

Work Session (Report Only)      **DATE OF MEETING:** October 8, 2024  
 Regular Meeting                               Special Meeting

**CONTRACT:**  N/A    Vendor/Entity: \_\_\_\_\_  
Effective Date: \_\_\_\_\_    Termination Date: \_\_\_\_\_  
Managing Division / Dept: Public Works

**BUDGET IMPACT:** \_\_\_\_\_  
 Annual    **FUNDING SOURCE:** Public Works CIP  
 Capital    **EXPENDITURE ACCOUNT:** \_\_\_\_\_  
 N/A

**HISTORY/FACTS/ISSUES:**

Under the grant process for the Florida Division of of Emergency Management (FDEM) the Town was awarded a grant under project number 4337-443-A for much needed drainage improvements for the Bessie Basin area.

Construction scope of work shall include upgrading the existing roadway and drainage system by grading the existing dirt road and installing an enhanced stormwater system. The proposed stormwater system includes improving the drainage collection and conveyance with roadside swales, concrete gutters, and a stormwater piping system. Sodded roadside swales are to be installed with plastic erosion matting. Additionally, runoff storage shall be increased utilizing new rain garden and retention areas. The improved stormwater system includes the addition of nine curb inlets, seventeen ditch bottom inlets, two junction boxes, and curb and gutter installation. The project includes stormwater piping and a mitered end sections for each pipe size. The proposal includes the construction of stormwater retention areas, with rain garden features, in both project areas; along East Boulevard immediately adjacent to Lake Bessie, and at Lake Street Park which is the eastern end of 3<sup>rd</sup> Avenue. The retention and rain garden system includes approximately 0.44 acres of improved and planted area as part of the project proposal. Outfall weir and pond structures, as well as associated improvements, are designed to regulate flow into Lake Bessie and Lake Down from the rain garden and retention areas. As part of the stormwater improvement in the area the existing dirt roadway is to be graded to accommodate the mitigation solution.

The town attorney will assist staff and our engineering team with ensuring the required State and Federal components are in the procurement documents and vendor contracts for this project.

Staff and the Engineering intend to bid this and The Butler Basin project together in the hopes it will be more attractive to contractors.

Staff recommends approval of Project Number 4337-443-A Phase II Subrecipient Grant Agreement so that the next steps of bidding out the project and construction can start to take shape and a schedule prepared.

**SUB-RECIPIENT AGREEMENT CHECKLIST**  
**DIVISION OF EMERGENCY MANAGEMENT**  
**MITIGATION BUREAU**  
**FISCAL OPERATIONS UNIT**  
**HMGP**

REQUEST FOR REVIEW AND APPROVAL	
<b>SUB-RECIPIENT:</b>	Town of Windermere
<b>PROJECT #:</b>	4337-443-A
<b>PROJECT TITLE:</b>	Town of Windermere, 3rd Avenue and Magnolia Street, Drainage
<b>CONTRACT #:</b>	H1083
<b>MODIFICATION #:</b>	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Mr. Robert Smith, Town Manager Town of Windermere 614 Main Street Windermere, Florida 34786

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

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

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 328-3122 or email me at [Rashida.Francis@em.myflorida.com](mailto:Rashida.Francis@em.myflorida.com).

**Agreement Number: H1083**  
**Project Number: 4337-443-A**

**FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT**

2 C.F.R. §200.1 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. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "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. §200.1, "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. §200.332:

Sub-Recipient's name:	<u>Town of Windermere</u>
Sub-Recipient's unique entity identifier (UEI/FEIN):	<u>PD6EQR8T3RR5/596020338</u>
Federal Award Identification Number (FAIN):	<u>FEMA-DR-4337-FL</u>
Federal Award Date:	<u>May 20, 2024</u>
Subaward Period of Performance Start and End Date:	<u>May 20, 2024 - August 31, 2026</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$431,928.75</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$453,525.00</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$453,525.00</u>
Federal award project description (see FFATA):	<u>Drainage</u>
Name of Federal awarding agency:	<u>Federal Emergency Management Agency</u>
Name of pass-through entity:	<u>FL Division of Emergency Management</u>
Contact information for the pass-through entity:	<u><a href="mailto:Rashida.Francis@em.myflorida.com">Rashida.Francis@em.myflorida.com</a></u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.039 Hazard Mitigation Grant Program</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 the Town of Windermere, (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(a) 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:

Rashida Francis  
Project Manager  
Bureau of Mitigation  
Florida Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399  
Telephone: 850-328-3122  
Email: [Rashida.Francis@em.myflorida.com](mailto:Rashida.Francis@em.myflorida.com)

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall  
Community Program Manager  
Bureau of Mitigation  
Florida Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399  
Telephone: 850-815-4503  
Email: [Kathleen.Marshall@em.myflorida.com](mailto:Kathleen.Marshall@em.myflorida.com)



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

Mr. Robert Smith  
Town of Windermere  
614 Main Street  
Windermere, Florida 34786  
Telephone: 407-876-2563  
Email: rsmith@town.windermere.fl.us

2. 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 on May 20, 2024 and shall end on August 31, 2026, 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. §200.1, 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 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.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and FEMA approved Pre-Award costs shall be outlined in Attachment A of this Agreement ("Budget and Scope of Work").

(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 **\$431,928.75**.

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. §200.1 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. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives 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. §200.1, 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.

- k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(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. §200.332(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. §200.334, 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) years from the date of submission of the final expenditure report. 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. §200.335, 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. §200.336, 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.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 [Records@em.myflorida.com](mailto:Records@em.myflorida.com), or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

(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. §200.1, 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. §200.1, 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 (30) 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 fifteen (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 sixty (60) days after termination of this Agreement or sixty (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 (30) 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 (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) 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 (30) 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 (30) 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 (30) 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 200.327 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. 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.

e. 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."

f. 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.

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

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

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

j. 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").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract

provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at <https://www.fema.gov/procurement-disaster-assistance-team>.

(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
  - xii. Attachment K – Certification Regarding Lobbying
  - xiii. Attachment L – Florida Accountability Contract Tracking System
  - xiv. Attachment M – Foreign Country of Concern Affidavit

(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 (30) 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 (30) 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 or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified 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. 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.**

h. 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.

i. 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.

j. 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.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

#### (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 (30) 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 C.F.R. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

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

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

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order

11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 C.F.R. 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.

If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

**(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: TOWN OF WINDERMERE** \_\_\_\_\_

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

Name and Title: \_\_\_\_\_

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

FEID#: \_\_\_\_\_

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

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

Name and Title: Kevin Guthrie, 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: Hazard Mitigation Grant**

Catalog of Federal Domestic Assistance title and number: **97.039**

Award amount: **\$431,928.75**

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

- 2 C.F.R. 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 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
  - Intermediate Stormwater Drainage System
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**  
**Budget and Scope of Work**

**STATEMENT OF PURPOSE:**

The purpose of this Scope of Work is to improve drainage of 3<sup>rd</sup> Avenue and Magnolia Street in Windermere, Orange County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-443-A**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, Town of Windermere, agrees to administer and complete the project per sealed engineering designs and construction plans as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

**PROJECT OVERVIEW:**

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage system within two project areas in Windermere, Florida 34786. The first area begins to the east of the Oakdale Street intersection with East 9<sup>th</sup> Avenue and terminates to the south of the Bessie Street and East 7<sup>th</sup> Avenue intersection. This area includes portions of East 9<sup>th</sup> Avenue, East Boulevard, 8<sup>th</sup> Avenue and East Bessie Street. The second project area is along 3<sup>rd</sup> Avenue, starting at the Oakdale Street intersection and heading eastward approximately 500 Linear Feet (LF), through the intersection with Magnolia Street.

The HMGP Phase II – Construction scope of work shall include upgrading the existing roadway and drainage system by grading the existing dirt road and installing an enhanced stormwater system. The proposed stormwater system includes improving the drainage collection and conveyance with roadside swales, concrete gutters, and a stormwater piping system. Sodded roadside swales are to be installed with plastic erosion matting. Additionally, runoff storage shall be increased utilizing new rain garden and retention areas. The improved stormwater system includes the addition of nine curb inlets, seventeen ditch bottom inlets, two junction boxes, and 411 linear feet (LF) of curb and gutter installation. The project includes stormwater piping and a mitered end sections for each pipe size. Installation of approximately 80 linear feet (LF) of 15-inch round pipe, 548 linear feet (LF) of 18-inch round pipe, 119 linear feet (LF) of 24-inch round pipe, and 643 linear feet (LF) of elliptical pipe is proposed. The proposal includes the construction of stormwater retention areas, with rain garden features, in both project areas; along East Boulevard immediately adjacent to Lake Bessie, and at Lake Street Park which is the eastern end of 3<sup>rd</sup> Avenue. The retention and rain garden system includes approximately 0.44 acres of improved and planted area as part of the project proposal. Outfall weir and pond structures, as well as associated improvements, are designed to regulate flow into Lake Bessie and Lake Down from the rain garden and retention areas.

As part of the stormwater improvement in the area the existing dirt roadway is to be graded to accommodate the mitigation solution. The proposal includes approximately 2,325 linear feet of roadway improvements; this includes the removal of 6 inches of existing material as well as furnishing and installing 6 inches of shell base for pavers material to connect to the overall grading system. Outside the roadway, grading work ties the site back to existing conditions. The project includes returning driveways that are damaged during construction to an operational condition. The project shall mitigate nuisance flooding that currently persists during rainfall events, protecting residences that have experienced repetitive flooding on roads and structural damages.

The project shall be constructed to 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 Locations:

ID#	Location	Boundary	Coordinates
1)	Lake Bessie	Start	(28.491186, -81.532061)
		End	(28.494285, -81.530646)
2)	Lake Street Park	Start	(28.498377, -81.534888)
		End	(28.498912, -81.532950)

**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 the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the installation to improve the drainage and provide flood protection.

The project shall be implemented in accordance with sealed engineering designs and construction plans 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 the professional of record. 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) Copy of permits(s), notice of commencement.
  - b) Local Building Official Inspection Report and Final Approval.
  - c) Signed and Sealed As-built project plans (drawings) by the Professional of Record, electronic submittal (via email).
  - d) Letter of Completion:
    1. Affirming that the project was completed in conformance with the approved project drawings, specifications, and scope; and
    2. Certifying Compliance with all applicable codes.
  - e) Letter or documentation stating if human remains, intact archaeological features or deposits, or prehistoric or historic artifacts were discovered during project activities.
  - f) Verification of compliance with the South Florida Water Management District (SFWMD) Environmental Resource Permit (ERP) # 48-106152-P.
  - g) Verification of compliance with applicable floodplain permits.
  - h) Verification of compliance that construction activities, staging activities, and storage were not located in or impacted any adjacent wetlands.
  - i) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were

made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

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

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

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

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

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

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

**Project Management Expenses** (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and

that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

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

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

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

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

**B) Deliverables:**

Mitigation Activities consist of drainage improvements to two project areas located in Windermere, Florida 34786. The first area begins to the east of the Oakdale Street intersection with East 9<sup>th</sup> Avenue and terminates to the south of the Bessie Street and East 7<sup>th</sup> Avenue intersection. This area includes portions of East 9<sup>th</sup> Avenue, East Boulevard, 8<sup>th</sup> Avenue and East Bessie Street. The second project area is along 3<sup>rd</sup> Avenue, starting at the Oakdale Street intersection through the intersection with Magnolia Street. These activities include upgrading the existing roadway and drainage system and providing protection to both areas.

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

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

**PROJECT CONDITIONS AND REQUIREMENTS:**

**C) Engineering:**

- 1) 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 submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, if any.
- 3) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 4) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.

- 5) 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.
- 6) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations, and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

**D) Environmental:**

- 1) 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.
- 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 re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA) 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.

If human remains or intact archaeological features or deposits (e.g., arrowheads, pottery glass, metal, etc.) are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources, the Division's State Mitigation Environmental Lead and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA and the Division have completed consultation with SHPO, Tribes, and other consulting parties as necessary.

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

- 4) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with **Florida Statutes, Section 872.05**.
- 5) The Sub-Recipient must comply with the conditions of the South Florida Water Management District (SFWMD) Environmental Resource Permit (ERP), # 48-106152-P. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

- 6) The Sub-Recipient must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.
- 7) Construction activities, staging activities, and storage shall not be located in or impact any adjacent wetlands. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout.
- 8) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

**E) Programmatic:**

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 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) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.
- 5) 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 the 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.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 8) If the Sub-Recipient is not the current title holder of the affected properties, the Sub-Recipient shall provide documentation confirming the property acquisition and easement rights were obtained voluntarily. If condemnation or eminent domain is used to obtain easement rights, FEMA shall not pay for any associated costs or payments to the property owner. Furthermore, FEMA shall not consider it an eligible contribution to the non-Federal cost share requirement and shall not financially participate in that component of a project if land or easements are obtained involuntarily.
- 9) Special Conditions required on implementation of project:
  - a) **EO 11988 CONDITION:** The subrecipient must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of Condition:** Executive Order 11988 - Floodplains **Monitoring Required: No**
  - b) **EO 11990 CONDITION:** Construction activities, staging activities, and storage shall not be located in or impact any adjacent wetlands. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of Condition:** Executive Order 11990 - Wetlands **Monitoring Required: No**



- c) **CZMA CONDITION:** The subrecipient must comply with the conditions of the SFWMD ERP, # 48-106152-P. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance will be required at project closeout. **Source of Condition:** Coastal Zone Management Act (CZMA) **Monitoring Required: No**
  - d) **NHPA CONDITION:** If human remains or intact archaeological features or deposits (e.g., arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The subrecipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The subrecipient's contractor will provide immediate notice of such discoveries to the subrecipient. The subrecipient shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities; all work shall stop immediately, and the proper authorities notified in accordance with Florida Statutes, Section 872.05. **Source of Condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**
  - e) **NHPA CONDITION:** If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The subrecipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, Florida Statutes. **Source of Condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**
- 10) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

This is FEMA project number **4337-443-R**, and shall be reported under **4337-443-A**. It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on May 20, 2024, and the Period of Performance for this project shall end on **August 31, 2026**.

**F) FINANCIAL CONSEQUENCES:**

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

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

**SCHEDULE OF WORK**

**Phase II-**

State Contracting:	3 Months
Construction Plan/Technical Specifications:	2 Months
Bidding / Local Procurement:	2 Months
Construction / Installation:	12 Months
Local Inspections / Compliance:	3 Months
State Final Inspections / Compliance:	3 Months
Closeout Compliance:	2 Months
<b>Total Period of Performance:</b>	<b>27 Months</b>

**BUDGET**

**Line Item Budget\***

<b>Phase II</b>	<b>Project Cost</b>	<b>Federal Cost</b>	<b>Non-Federal Cost</b>
Materials:	\$526,182.00	\$394,636.50	\$131,545.50
Labor:	\$49,723.00	\$37,292.25	\$12,430.75
Fees:	\$0.00	\$0.00	\$0.00
<b>Initial Agreement Amount:</b>	<b>\$575,905.00</b>	<b>\$431,928.75</b>	<b>\$143,976.25</b>
***Contingency Funds:	\$28,795.00	\$21,596.25	\$7,198.75
<b>Project Total:</b>	<b>\$604,700.00</b>	<b>\$453,525.00</b>	<b>\$151,175.00</b>

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

*\*\*\* This project has an estimated \$28,795.00 in contingency funds. Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

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

**Funding Summary Totals**

Federal Share:	\$453,525.00	(75.00%)
Non-Federal Share:	\$151,175.00	(25.00%)
<b>Total Project Cost:</b>	<b>\$604,700.00</b>	<b>(100.00%)</b>

**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 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), 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 Program and Policy Guide, 2023;
- (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 C.F.R. §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” (2 C.F.R. § 200.308);
- (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 ninety (90) calendar days prior to the project expiration date. Reference, HMA Program and Policy Guide, 2023, G.3. Award Extensions, paragraph 3.

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 C.F.R. 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 C.F.R., 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 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 qualified 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. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 5 U.S.C. 7323 (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. 50, 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/government/grant/sfha\\_conditions.shtm](http://www.fema.gov/government/grant/sfha_conditions.shtm)

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., 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 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) 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 C.F.R., 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), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.
- (4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (l)(1), 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 fifteen (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 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 applicable provisions of the following laws and policies prohibiting discrimination:
- (1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
  - (2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
  - (3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
  - (4) Age Discrimination Act of 1975, which prohibits discrimination based on age.
  - (5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
- (n) 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;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) 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;
- (q) 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;
- (r) 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;
- (s) 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;
- (t) 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;

- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;
- (v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388
- (w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- (z) 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;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) 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-27, regarding the protection of underground water sources;
- (dd) 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;
- (ee) 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;
- (ff) 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);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- (jj) 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. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

**Attachment D**

**REQUEST FOR ADVANCE OR REIMBURSEMENT  
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: Town of Windermere

REMIT ADDRESS: 614 Main Street

CITY: Windermere STATE: FL ZIP CODE: 34786

PROJECT TYPE: Drainage PROJECT #: 4337-443-A

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1083

BUDGET: \_\_\_\_\_ FEDERAL SHARE: \_\_\_\_\_ LOCAL: \_\_\_\_\_

ADVANCED RECEIVED:      N/A      AMOUNT: \_\_\_\_\_ SETTLED? \_\_\_\_\_

Invoice Period: \_\_\_\_\_ through \_\_\_\_\_ Payment No: \_\_\_\_\_

Total of Previous Payments to Date: \_\_\_\_\_ (Federal)  
 Total of Previous SRMC to Date: \_\_\_\_\_ (SRMC Federal)  
 Total Federal to Date: \_\_\_\_\_ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75 %	Obligated Local Non-Federal 25 %	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 \$ _____	_____
APPROVED SRMC TOTAL: \$ _____	DIVISION DIRECTOR
APPROVED FOR PAYMENT \$ _____	DATE _____

**Attachment D (cont.)  
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT  
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE  
HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: Town of Windermere PAYMENT #: \_\_\_\_\_  
 PROJECT TYPE: Drainage PROJECT #: 4337-443-A  
 PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1083

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

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

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

<sup>4</sup> 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:** Town of Windermere

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

<p><input type="checkbox"/> <b>ADVANCE REQUESTED</b></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 ninety (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
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

**LINE ITEM JUSTIFICATION** (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term 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  
QUARTERLY REPORT FORM**

**Instructions:** Complete and submit this form to State Project Manager within 15-days after each quarter.

**SUB-RECIPIENT:** Town of Windermere **PROJECT #:** 4337-443-A  
**PROJECT TYPE:** Drainage **CONTRACT #:** H1083  
**PROGRAM:** Hazard Mitigation Grant Program **QUARTER ENDING:** \_\_\_\_\_

**Advance Payment Information:**

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

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): \$ \_\_\_\_\_

**Target Dates (State Agreement):**

Contract Execution Date: \_\_\_\_\_ Contract Expiration Date: \_\_\_\_\_  
 Date Deliverables Submitted: \_\_\_\_\_ Closeout Requested Date: \_\_\_\_\_

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule?**  Yes  No (If No, Describe under **Issues** below)

**Percentage** of Milestones completed to Date: \_\_\_\_\_%

**Describe Activities - Milestones completed this quarter only:**

**Schedule of the Milestones-Activities:**

<b>Milestone</b>	<b>Dates</b> (estimated)
<u>State Contracting</u>	
<u>Closeout Compliance</u>	
<i>Estimated Project Completion Date:</i>	

**Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

**Cost Status:**  Cost Unchanged  Under Budget  Over Budget

**Cost / Financial Comments:**

*NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.*

Sub-Recipient Contract Representative (POC): \_\_\_\_\_  
 Signature: \_\_\_\_\_ Phone: \_\_\_\_\_

**~ To be completed by Florida Division of Emergency Management Project Manager ~**

**Project Manager Statement:**  No Action Required, OR

Action Required: \_\_\_\_\_

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: \_\_\_\_\_%  
 Date Reviewed: \_\_\_\_\_ Reviewer: \_\_\_\_\_ *Project Manager*

**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 200.327).

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**

The prospective subcontractor, \_\_\_\_\_, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

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

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town of Windermere  
Sub-Recipient's Name

\_\_\_\_\_  
H1083  
DEM Contract Number

\_\_\_\_\_  
4337-443-A  
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 #: 4337-443-A  
FUNDING AGENCY: Federal Emergency Management Agency  
AWARD AMOUNT: \$ 431,928.75  
OBLIGATION/ACTION DATE: May 20, 2024  
SUBAWARD DATE (if applicable): \_\_\_\_\_  
  
UEID/SAM#: PD6EQR8T3RR5

\*If your company or organization does not have a UEID/SAM number, you will need to obtain one from <https://sam.gov/content/entity-registration>The process to request a UEID/SAM 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 UEID/SAM# (if applicable): \_\_\_\_\_  
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): \_\_\_\_\_

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage system within two project areas in Windermere, Florida 34786. The first area begins to the east of the Oakdale Street intersection with East 9<sup>th</sup> Avenue and terminates to the south of the Bessie Street and East 7<sup>th</sup> Avenue intersection. This area includes portions of East 9<sup>th</sup> Avenue, East Boulevard, 8<sup>th</sup> Avenue and East Bessie Street. The second project area is along 3<sup>rd</sup> Avenue, starting at the Oakdale Street intersection and heading eastward approximately 500 Linear Feet (LF), through the intersection with Magnolia Street.

The HMGP Phase II – Construction scope of work shall include upgrading the existing roadway and drainage system by grading the existing dirt road and installing an enhanced stormwater system. The proposed stormwater system includes improving the drainage collection and conveyance with roadside swales, concrete gutters, and a stormwater piping system. Sodded roadside swales are to be installed with plastic erosion matting. Additionally, runoff storage shall be increased utilizing new rain garden and retention areas. The improved stormwater system includes the addition of nine curb inlets, seventeen ditch bottom inlets, two junction boxes, and 411 linear feet (LF) of curb and gutter installation. The project includes stormwater piping and a mitered end sections for each pipe size. Installation of approximately 80 linear feet (LF) of 15-inch round pipe, 548 linear feet (LF) of 18-inch round pipe, 119 linear feet (LF) of 24-inch round pipe, and 643 linear feet (LF) of elliptical pipe is proposed. The proposal includes the construction of stormwater retention areas, with rain garden features, in both project areas; along East Boulevard immediately adjacent to Lake Bessie, and at Lake Street Park which is the eastern end of 3<sup>rd</sup> Avenue. The retention and rain garden system includes approximately 0.44 acres of improved and planted area as part of the project proposal. Outfall weir and pond structures, as well as associated improvements, are designed to regulate flow into Lake Bessie and Lake Down from the rain garden and retention areas.

As part of the stormwater improvement in the area the existing dirt roadway is to be graded to accommodate the mitigation solution. The proposal includes approximately 2,325 linear feet of roadway improvements; this includes the removal of 6 inches of existing material as well as furnishing and installing 6 inches of shell base for pavers material to connect to the overall grading system. Outside the roadway, grading work ties the site back to existing conditions. The project includes returning driveways that are damaged during construction to an operational condition. The project shall mitigate

nuisance flooding that currently persists during rainfall events, protecting residences that have experienced repetitive flooding on roads and structural damages.

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

*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 C.F.R. 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/excomp.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 C.F.R. 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 following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:<sup>1</sup>

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity  
Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(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 C.F.R. 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 C.F.R. 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 Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

---

<sup>1</sup> For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

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 C.F.R. 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 C.F.R. § 401.2 (a) and the recipient or Sub-recipient 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 Sub-recipient must comply with the requirements of 37 C.F.R. 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) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) 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 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. 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.

(I) 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.

(J) See 2 C.F.R. § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R. § 200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R. § 200.322 Domestic preferences for procurements  
(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is available at [https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT\\_ContractProvisionsTemplate\\_9-30-19.pdf](https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf).

*Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.*



**Attachment K**

**Certification Regarding Lobbying**

Check the appropriate box:

- This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(l); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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.

The Sub-Recipient or subcontractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Sub-Recipient/subcontractor's Authorized Official

\_\_\_\_\_  
Name and Title of Sub-Recipient/subcontractor's Authorized Official

\_\_\_\_\_  
Date

## Attachment L

### Florida Accountability Contract Tracking System (FACTS) Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes Instructions and Worksheet

#### CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:

- o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.
- o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
- o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

#### NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?

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. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?

Yes  No

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

### Total Compensation Paid to Non-Profit Personnel Using State Funds

<b>Name:</b>		
<b>Title:</b>		
<b>Agency Agreement/Contract #</b>		
<b>Total Contract Amount</b>		
<b>Contract Term:</b>		
<b>Line Item Budget Category</b>	<b>Total Amount Paid</b>	<b>Amount Paid from State Funds</b>
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
<b>Reimbursements/Allowances</b>		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		
<b>CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.</b>		
Name:		
Signature:		
Title:		
Date:		

**ATTACHMENT M**

**FOREIGN COUNTRY OF CONCERN AFFIDAVIT –  
PERSONAL IDENTIFYING INFORMATION CONTRACT**

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"<sup>2</sup> from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."<sup>3</sup> Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"<sup>4</sup> and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

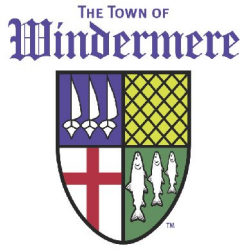
I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____
Certified By: _____ AUTHORIZED SIGNATURE
Print Name and Title: _____
Date: _____

<sup>2</sup> As defined in Section 287.138 (1)(d), Florida Statutes.

<sup>3</sup> As defined in Section 287.138 (1)(c), Florida Statutes.

<sup>4</sup> As defined in Section 287.138 (1)(a), Florida Statutes.



## EXECUTIVE SUMMARY

**SUBJECT:** Approval of Bid 2024-03 Old Main St Realignment & Drainage Improvements, from 9<sup>th</sup> to 10<sup>th</sup> Ave. – Award to Garcia Civil Contractors

**REQUESTED ACTION:**

- Work Session (Report Only)  
 Regular Meeting

**DATE OF MEETING:** 10/08/2024

Special Meeting

**CONTRACT:**  N/A

Vendor/Entity: \_\_\_\_\_

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

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

Managing Division / Dept: \_\_\_\_\_

Public Works

**BUDGET IMPACT:** \$418,765

Annual

**FUNDING SOURCE:**

Funds available in PW CIP

Capital

**EXPENDITURE ACCOUNT:**

N/A

---

### HISTORY/FACTS/ISSUES:

The Town has several upcoming stormwater improvement projects, including the Old Main Street Stormwater Maintenance Improvements project, spanning from 9th to 10th Avenue. Designed by Kimley Horn, this project has undergone multiple stages of public input. It was put out for bid in September, receiving a single bid that came in under budget and within the engineer's estimated cost.

The bid was opened on September 12, 2024, with Garcia Civil Contractors submitting the only proposal. This contractor has successfully completed projects of similar scope for entities such as the Sanford Airport Authority and the cities of Ocoee, Winter Park, Oviedo, and Belle Isle.

Recommendation: Approve awarding the contract to Garcia Civil Contractors for an amount up to \$418,765. This includes the bid amount of \$394,447.52 and a contingency of \$24,317.48. The total budget for the project matches the engineer's estimate of \$418,765.

---

**AGREEMENT**

between

The School Board of Orange County, Florida

and

Town of Windermere Police Department

for

The School Resource Officer Program

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 between the School Board of Orange County, Florida, a public body corporate organized and existing under the Constitution and laws of the State of Florida, hereinafter referred to as “SBOC” and the Town of Windermere, hereinafter referred to as the “Law Enforcement Agency” or “the Agency.” Collectively referred to as the “Parties.”

WHEREAS, the Florida Legislature has amended Section 1006.12, Florida Statutes, entitled “Safe-School officers at each public school”, requiring each District School Board and School District Superintendent to partner with law enforcement agencies to establish or assign one or more safe-school officers at each school facility within the district by implementing a security option which best meets the needs of the school district.

WHEREAS, the Florida Legislature further amended the laws relating to school safety through the Implementation of Legislative Recommendations of the Marjory Stoneman Douglas High School Public Safety Commission, which was signed by the Governor on May 8, 2019 and went into effect on October 1, 2019.

WHEREAS, SBOC has elected to comply with Section 1006.12, Florida Statutes, with a School Resource Officer program as defined in Section 1006.12(1), Florida Statutes.

WHEREAS, SBOC has identified those schools within each agency’s jurisdiction that requires the assignment of an SRO in order to comply with Section 1006.12, Florida Statutes.

WITNESSETH NOW, THEREFORE, in mutual consideration of the covenants herein, the Law Enforcement Agency and SBOC agree as follows:

**DEFINITIONS**

- A. OCPS District Police – Orange County Public Schools District Police Department.
- B. School Resource Officers (SROs) – Sworn Law enforcement officers, employed by a law enforcement agency, who have completed the SRO Basic Certification course, and who have successfully completed training in accordance with Section 1006.12 (1), Florida Statutes.

- C. TDY Officers (non-SROs) - Sworn Law enforcement officers, employed by a law enforcement agency or working in an off-duty capacity, who may not have completed the SRO Basic Certification course or all training required in accordance with Section 1006.12(1), Florida Statutes.
- D. School Safety Officers (SSO) – Sworn Law Enforcement Officers employed by SBOC.
- E. School Year – The ten (10) month, regular school year, consisting of 1441 hours worked.
- F. Summer School – The period of time at the end of the regular school where certain identified schools are open for students to receive additional instruction.
- G. School Based Enrichment Camps – Camps put on by SBOC at certain schools during periods of school closure to offer students additional instruction.

### **SCOPE OF SERVICES**

The Law Enforcement Agency shall make all reasonable efforts to assign one or more SRO or non-SRO at each school within its jurisdiction as identified in **“Exhibit A.”**

- A. Any requests for additional SRO services during the term of this Agreement and during regular school hours by any SBOC school shall be further negotiated through SBOC’s District Police and the Law Enforcement Agency. Any changes to the staffing levels contained in this agreement shall be in writing and signed by both parties.
- B. If during the term of this agreement either party determines that staffing levels need to be adjusted for any reason including but not limited to an increase in a school’s population or additions to the number of schools covered by the Agency, such requests will be made in writing to the other party for consideration of temporary or permanent staffing adjustments. Any changes to the staffing levels contained in this agreement shall be in writing and signed by both parties.
- C. SBOC shall provide notice to the Law Enforcement Agency for the jurisdiction where the school is located, at least two (2) years prior to the commencement of any new school construction or conversion or the elimination of any school within the agency’s jurisdiction, to discuss and negotiate the need for changes to the Law Enforcement Agency’s staffing levels at the subject school. Both parties acknowledge that the budgetary cycle for the Law Enforcement Agency requires sufficient lead time to properly budget for, select, train and equip law enforcement officers. Notwithstanding the foregoing, SBOC shall provide the Law Enforcement Agency with SBOC’s adopted five (5) year Capital Improvement Plan (“5 Year CIP”) on a yearly basis, no later than October 1 of each year. SBOC shall also promptly provide the Law Enforcement Agency any amendments to the 5 Year CIP adopted by SBOC.
- D. Each SRO and non-SRO work year will follow the schedule established by SBOC for 10-month teachers.
- E. If SBOC schedules summer school or school based enrichment camps during 2024-2025, the Law Enforcement Agency shall make all reasonable efforts to assign one or more SROs or non-SROs at each school located within its jurisdiction and listed on Exhibit A. SBOC shall provide the Law Enforcement Agency a list of schools scheduled to host Summer School or each school-based enrichment camp as soon as reasonably practicable but no later than forty-five (45) days prior to the beginning of the school-based enrichment camp or the end of the regular school year. The list will include the school’s address, the number of SROs requested for each location, the specific

dates and times that the services are needed and the number of students expected to attend at each location. The Agency shall provide written notice within fifteen (15) days of the disclosure of the summer school and school-based enrichment camp list if the Agency cannot provide staffing for these programs.

- F. During summer school, if there are any schools or school-based enrichment camps with less than fifty (50) students enrolled, the Agency will provide a TDY officer. SBOC agrees to reimburse the Agency at a rate of \$55.00 per hour for providing services. Any summer school program staffed by an SRO shall be billed for a period of no less than eight (8) hours.
- G. In the event that the Agency provides staffing for a school-based enrichment camp or Summer School, the Agency will provide SBOC an invoice after the conclusion of the school based enrichment camp and at the end of Summer School providing the same level of detail as those invoices provided during the regular school year. SBOC shall remit payment to the agency within forty-five (45) days from receipt.
- H. The SROs or non-SROs, shall make reasonable efforts to arrive at their assigned campus one half (½) hour before the school day begins and shall remain on campus one half (½) hour after the school day ends. This schedule may be altered if the SRO or non-SRO determines there is a need to address an issue involving students in areas adjacent to the school. The SRO or non-SRO will make reasonable efforts to notify the school of the change. The SROs and non-SROs shall notify the principal or designee of their presence on the campus as soon as practical.
- I. The Law Enforcement Agency will make reasonable efforts to provide additional SRO or non-SRO services at the request of the SBOC District Police. All such requests will be reviewed and approved by the Law Enforcement Agency based upon staffing availability and internal agency policy.
- J. SROs and non-SROs are required to be absent from campus from time to time to attend training, because of illness, military obligations, to appear in court and to perform certain administrative functions required by their position with the Law Enforcement Agency. The SRO supervisor will approve all SRO and non-SRO absences from campus and notify the school administration and OCPS District Police in advance, when possible. The Law Enforcement Agency shall make reasonable efforts to replace SROs or Non-SROs who are absent from campus in a timely manner. If the agency staffs two SROs at a particular school, but one is temporarily absent, a relief SRO may or may not be provided depending on the staffing needs of the Law Enforcement Agency. Notwithstanding the foregoing, the agency shall ensure at least one officer is assigned to be on campus every school day.
- K. OCPS District Police and the Law Enforcement Agency will coordinate all safety protocols required by statute and Florida Administrative Code in a mutually agreeable manner.
- L. SROs and non-SROs should wear their department issued uniforms while working on campus and at school events, unless exempted by their immediate supervisor.
- M. The parties agree that representatives of the OCPS District Police and Agency management will hold a pre-school year planning meeting and if deemed necessary by the Parties a post school year debriefing meeting to address operational issues and concerns.

**RATE**



The rates described below apply to the 2024-2025 school year:

- A. SBOC agrees to reimburse the Law Enforcement Agency at a rate of \$72,000.00 per full-time SRO for the 10-month school year at schools identified in “**Exhibit A**” for the 2024-2025 school year.
  - B. SBOC agrees to reimburse the Law Enforcement Agency at a rate of \$55.00 an hour (\$79,255.00 per regular school year for 1441 hours) for each non-SRO officer or off-duty officer assigned to SRO duties or covering SRO duties temporarily, for the 10-month school year at schools identified in “**Exhibit A.**”
  - C. In the event the Law Enforcement Agency assigns a full time SRO to a school previously serviced by a non-SRO officer, the Law Enforcement Agency shall immediately notify SBOC and the following change will be made:
    1. SBOC will reimburse the Agency for the new SRO at the rate of \$72,000.00 for the 2024-2025 school year.
  - D. Rates for Summer School and school based enrichment camps will be on a pro rata basis of the 10-month rate for SROs. Should the Agency have to utilize non-SROs to provide adequate coverage at a school listed in Exhibit A, SBOC will reimburse the Agency at a rate of \$55.00 per hour for non-SROs providing services.
  - E. SBOC will reimburse the Law Enforcement Agency at a rate of \$72,000.00 for supervisors in the 2024-2025 school year. Supervisors include, but are not limited to, sergeants and corporals, or others in similar positions assigned whose primary responsibility is to provide direct supervision of the sworn law enforcement officers or SROs providing services hereunder. If the Law Enforcement Agency has a designated supervisor for School Resource Officers who have additional duties, the supervisor will be paid on the following pro rata rate:
    1. If the SRO Sergeant or SRO Corporal or other in similar position supervises 1 to 2 SROs or non-SROs assigned SRO duties, SBOC will pay the agency \$18,000.00 for supervision costs in the 2024-2025 school year.
    2. If the SRO Sergeant or SRO Corporal or other in similar position supervises 3 to 4 SROs or non-SROs assigned SRO duties, SBOC will pay the agency \$36,000.00 for supervision costs in the 2024-2025 school year.
    3. If the SRO sergeant or SRO Corporal or other in similar position supervises 5 to 7 SROs or non-SROs assigned SRO duties, SBOC will pay the agency \$54,000.00 for supervision costs in the 2024-2025 school year.
    4. If the SRO sergeant or SRO Corporal or other in similar position supervises 8 or more SROs or non-SROs assigned SRO duties, SBOC will pay the agency \$72,000.00 for supervision costs in the 2024-2025 school year.
- A list of said positions shall be attached hereto as “**Exhibit B.**”
- F. The compensation provided for herein shall only be for those hours when school is in session during the regular school year and as provided in “Scope of Services.” Law enforcement personnel needed for extracurricular activities involving students, staff or SBOC facilities shall be available through

the Agency's "Off Duty Services" program. This agreement does not guarantee the availability of off-duty officers.

- G. If the monies that SBOC receives for the "Guardian Program" as established in the Marjory Stoneman Douglas High School Public Safety Act are converted into money which may be used by SBOC to fund or reimburse the Agency for SRO positions, SBOC will notify the Law Enforcement Agency of this new money.
- H. Provided the Law Enforcement Agency is not in material violation of any of the terms of this Agreement, payment shall be made in two installments (one half of each school year rate) with payments due on or before January 31, 2025, June 30, 2025. If SBOC believes that the Law Enforcement Agency is in violation of the terms of this Agreement, SBOC shall deliver written notice to the head of the Law Enforcement Agency of the violation(s) and allow the Law Enforcement Agency thirty (30) days to correct any violation. If SBOC does not provide written notice of the violation and provide the Law Enforcement Agency the opportunity to correct said violation(s), SBOC shall not withhold payment. Additionally, if SBOC provides written notice of a violation and the Law Enforcement Agency corrects the violation(s) within the thirty (30) days, SBOC shall not withhold payment. The Law Enforcement Agency will deliver an invoice to SBOC at least forty-five (45) days prior to the agreed upon payment date.
- I. The Law Enforcement Agency shall submit invoices that reference valid SBOC Purchase Order numbers on all requests for payment. Any invoice submitted as a result of this Agreement shall be submitted in an Excel formatted spreadsheet itemized to identify the SRO, assigned school and dates of services provided. Non-SRO services shall be billed on a separate Excel Spreadsheet itemized to identify the non-SRO, assigned school, dates of service and hours on duty. Lump Sum invoices shall not be submitted and will not be accepted for multiple line Purchase Orders.
- J. The Parties recognize that providing law enforcement services to certain extra-curricular school events is a community safety priority. Subject to restrictions found in the applicable collective bargaining agreement (s) regarding detail rates and staffing availability of the Law Enforcement Agency, the Parties will work together to ensure adequate staffing from the Agency during these events. This Agreement does not guarantee the availability of officers to cover these events.

### **OPTIONAL SERVICES**

An SRO or non-SRO's main function on the school campus, as articulated in the Marjory Stoneman Douglas High School Public Safety Act, is to be a uniformed, armed presence on the school campus. If time permits, the SRO or non-SRO may also engage in additional activities while on school campus:

- A. An SRO assigned to a school may, by mutual agreement, teach programs to the students. Any curriculum the SRO teaches should be an approved program or be submitted to the OCPS District Police for approval.
- B. SROs and non-SROs are encouraged to engage in individual and small group discussion with students, faculty and parents about matters related to law enforcement.
- C. SROs and non-SROs are encouraged to make referrals to community agencies offering assistance to juveniles and their families, such as mental health clinics, drug treatment centers, etc. when the officer deems appropriate.

- D. SROs and non-SROs may assist other law enforcement officers in matters relating to the SRO school assignments.
- E. The assigned SROs and non-SROs will be on the premises of the school as a uniformed presence while the OCPS District Police conduct their weapons screening program. The weapons screening is solely the responsibility of SBOC and the SROs and non-SROs will not participate in screening or searching any student, SBOC employee, or any other person as part of SBOC's screening program, unless the officer can articulate reasonable suspicion that the person is armed justifying a pat down or probable cause to search based upon the belief weapons or contraband are illegally possessed. Where staffing levels permit temporary re-assignment of SROs from other schools is permissible. OCPS must provide a minimum of two (2) business days' notice to the Law Enforcement Agency management staff.
- F. If the Law Enforcement Agency cannot temporarily re-assign an SRO or non-SRO to another school for the weapons screening program, SBOC will decide if they want to operate the weapons screening with just the assigned SRO or if they want to request an off-duty officer to be present. This agreement does not guarantee the availability of off-duty officers.
- G. Upon receiving a records request from SBOC and as permitted by law and agency policy, any reports or documentation created in the course of a criminal investigation may be forwarded to the OCPS District Police for appropriate action and dissemination to the affected school as necessary.
- H. SROs and non-SROs shall not be assigned any duties regularly given to school personnel, such as lunchroom or hall duty. The SRO and non-SROs, shall be visible in student populated areas before school, during class change, at lunch, and during dismissal when not involved in other Law Enforcement duties. The SRO and non-SRO shall patrol the perimeter and external portion of the school when the SRO's or non-SRO's schedule permits.

### **COOPERATION BETWEEN PARTIES**

- A. At the request of the Chief-District Police, the Law Enforcement Agency will submit an individual or combined agency SRO activity log to OCPS District Police by the 15<sup>th</sup> day of the following month. This activity log can be combined with any duty log created or already in place by an individual agency, and it may include statistical data of any arrests, Juvenile Release Agreements, At-Large Affidavits, or Juvenile Civil Citations issued on SBOC-owned property taken by the SRO or other law enforcement officer while school is in session, or other security related functions carried out by the SRO(s).
- B. Law Enforcement Agencies, within statutory and policy guidelines, shall share criminal information (to include specific incidents and trends), potential threats to the school, criminal gang activities, and other issues that could affect the safety of the school environment with the OCPS District Police.
- C. SROs and non-SROs are under the direct supervision and control of the Law Enforcement Agency. They remain employees of the Law Enforcement Agency and are responsible and accountable to the Law Enforcement Agency's chain of command. SROs and non-SROs activities on SBOC campuses will be coordinated with the Chief-District Police.
- D. Within the first thirty (30) days of school, SRO supervisors will meet with school principals to discuss expectations and cultivate a working relationship. Parties agree this meeting may be conducted in person or virtually.

- E. The SRO and non-SRO will, in a reasonable and practical time frame and within statutory and agency guidelines, communicate any law enforcement action the SRO or non-SRO takes on campus with the principal or his/her designee. The SRO and non-SRO shall make reasonable efforts to inform the principal or his/her designee prior to removing any student from class to conduct custodial interrogations unless there is a threat to school safety that requires immediate action. School administrators will not interfere with criminal investigations involving students. Any student information provided to the SRO, non-SRO, or Law Enforcement Agency by SBOC shall be subject to student privacy laws.
- F. School administration shall advise the SRO or non-SRO, or if the SRO or non-SRO is not available, the Law Enforcement Agency, of any incidents occurring on school campus, school transportation or involving current or past students which a reasonable person would believe to be criminal activity or which constitutes a potential threat. Said notification shall be made immediately if there is a reasonable concern for the immediate safety of students or personnel, or on the next business day if there is no immediate threat.
- G. Behavior that could be defined as a "petty act of misconduct" shall be discussed by school administration and the SRO or non-SRO to determine if there is an appropriate student discipline remedy in lieu of criminal prosecution. The Parties also agree that they will continue to comply with the Collaborative Agreement on School Discipline. If the parties agree that the offense should be handled by the school, the offense will be handled by OCPS. Notwithstanding the foregoing, nothing herein shall preclude the Law Enforcement Agency's discretion to conduct a criminal investigation.
- H. If criminal activity is suspected, the primary investigative party will be the Law Enforcement Agency. The status and findings of the investigation, where permitted by Florida law and the Law Enforcement Agency's policy, will be communicated with school administration. A school investigation may be done concurrently, but shall not interfere with law enforcement activities.
- I. SROs and non-SROs are not school disciplinarians. The SRO or non-SRO will not transport suspended or disruptive students unless authorized by their supervisor. The Parties shall cooperate in informing the student's parents in the event the student is being transported to another location.
- J. Should it become necessary to conduct formal law enforcement interviews on school grounds with students or staff, the SRO or non-SRO shall abide by applicable State law and the Law Enforcement Agency's policy and procedure. SBOC personnel shall cooperate with those efforts.
- K. Nothing herein shall be construed as imposing a legal duty for school and/or student security upon the Law Enforcement Agency. This Agreement shall not be construed as creating a special relationship between the Law Enforcement Agency and any person or entity.
- L. If an SRO becomes aware of any safety and security concerns, the SRO will bring it to the attention of the principal or designee as soon as practicable.
- M. The Law Enforcement Agency will notify the Chief-District Police or their designee within twenty-four (24) hours whenever an SRO is dismissed for misconduct, otherwise disciplined, or discharges their firearm in the exercise of the SROs duties other than for training. For purposes of this paragraph, "otherwise disciplined" means: there was a sustained finding of misconduct by the agency which the agency will be reporting to the Criminal Justice Standards and Training Commission.

- N. The decision to designate a particular law enforcement officer as a School Resource Officer or the decision to temporarily fill an empty School Resource Officer position with a particular law enforcement officer is solely in the discretion of the Chief of Police or their designee. While the Law Enforcement Agency will engage in communication with the Chief-District Police when the Chief District Police raises an objection to a particular person being assigned to an SRO position, the staffing decision ultimately rests with the Chief of Police or their designee.
- O. The Law Enforcement Agency agrees to notify the Chief-District Police, or their designee, within twenty-four (24) hours once the Agency becomes aware that an SRO has been arrested or whenever an SRO has been newly assigned, transferred, or removed from their school assignment. If an SRO is reassigned they are required to immediately, but no later than forty-eight (48) hours after the reassignment, return proximity cards and school keys.
- P. The agency shall provide the Chief-District Police, or designee with a roster which includes the proximity card identification number and the officer assigned to each card.
- Q. The Law Enforcement Agency shall notify the Chief-District Police, or designee within twenty-four (24) hours once the Agency becomes aware that a proximity card has been lost or stolen.
- R. Proximity Cards issued to non-SROs shall only be used to participate in scheduled OCPS Active Assailant drills, to respond to critical incidents and in progress criminal activity, or when acting as the SRO.
- S. The Law Enforcement Agency agrees to have in place a social media policy for their agency which their SROs will be required to follow.
- T. The Agency will promptly respond to SBOC requests for records to assist SBOC with audit requests.

### **SRO TRAINING**

- A. The Agency will assign statutorily qualified individuals to the role of SRO. SBOC will pay for the SRO Basic, Intermediate, and Advanced Certification as funding permits. SBOC will not reimburse for CPTED training.
- B. The Law Enforcement Agency agrees to have all SROs complete mental health crisis intervention training (“CIT”) as soon as practical within one year of taking an SRO assignment in compliance with section 1006.12(1), Florida Statutes.
- C. The Agency will maintain all records related to SRO training.
- D. SBOC shall offer youth mental health awareness and assistance training and will make it available to all SROs and any Law Enforcement Officer who trains SROs.
- E. SBOC shall offer training to all SROs assigned to Special Day Schools or Schools with Exceptional Student Education (“ESE”) separate class settings. The parties will strongly encourage attendance by all SROs and Law Enforcement Officers who train SROs.
- F. The Law Enforcement Agency is encouraged to collaborate with the OCPS District Police to select or develop an SRO training curriculum that supports the SBOC’s objective of maintaining a positive climate and safe environment in schools.

- G. Pursuant to Section 1006.07(7), Florida Statutes, the Law Enforcement Agency shall assign a sworn law enforcement officer to serve on the School Based Threat Management Team at each school listed in “Exhibit A.” The SRO shall complete the Florida Model training pursuant to Florida Administrative Code 6A-1.0019 within sixty (60) days of their assignment to the SRO program. Additionally, pursuant to Florida Administrative Code 6A-1.0019 all SROs and SRO supervisors will take the annual refresher training within the first sixty (60) days of school.
- H. The parties agree threat management meetings may be conducted virtually, through internet/video links if needed to ensure the efficiency of the process. In the event the SRO assigned to the School-Based Threat Management Team is absent or unavailable, a threat management trained law enforcement officer must fulfill the requirement for attendance at the meeting either in person or virtually.

### **TERM AND TERMINATION**

- A. This Agreement shall be in effect from July 1, 2024, through June 30, 2025. The Agreement may be renewed at the end of the contract term for one (1) additional two (2) year period-
- B. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. In the event of such a termination, the Law Enforcement Agency shall be paid on a pro rata basis for services rendered to the date of termination. Further, either party may immediately terminate this Agreement for cause upon giving written notice to the other party and a 30-day opportunity to cure any material default.
- C. Neither party may assign this Agreement. However, the Law Enforcement Agency may utilize other law enforcement agencies to staff non-SRO positions provided that the Law Enforcement Agency has a valid mutual aid agreement with the other agency that allows for such cooperation.
- D. The terms and provisions of this Agreement constitute the entire contract between the parties with respect to the subject matter hereof and shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. No change, alteration, or modification of this Agreement shall be effective unless in writing and signed by both parties hereto.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation arising hereunder shall be Orange County, Florida.
- F. All concerns and conflicts regarding SROs and SBOC schools will be administered through the Chief - District Police and the appropriate designee from the Law Enforcement Agency unless otherwise prohibited by law or agency policy.
- G. It is understood and agreed to by the parties that at no time shall a law enforcement officer acting pursuant to this Agreement be an employee or agent of SBOC. The law enforcement officer shall always be and remain an employee of the Law Enforcement Agency when performing their function herein.
- H. The parties agree that they will engage in meaningful, face to face negotiations beginning in January 2025 in preparation for the 2025-2026 school year, with the intent of having a finalized agreement on or about July 1, 2025. Each party will assign personnel to their respective team that have the ability to negotiate on behalf of their organization.

- I. In the event SBOC enters into an agreement with another law enforcement agency, which contains terms more favorable to either party than those contained in this Agreement, the parties hereto agree to amend this Agreement to mirror all terms contained in the more favorable agreement.

#### **MISCELLANEOUS TERMS**

- A. The Law Enforcement Agency is responsible for deciding which equipment is best suited for the SRO and non-SRO to successfully complete their duties.
- B. SBOC and the Law Enforcement Agency shall mutually agree on a location at each school where the Agency may install a gun safe provided by the Agency, in an area accessible by the Agency's sworn personnel, to ensure that equipment is kept in a secure manner throughout the day.
- C. SBOC will provide work space for use by SROs or non-SROs in each assigned school. The space shall be secure and climate controlled. The SRO(s) must be the sole occupant to maintain CJIS security protocols.
- D. All body-worn camera recordings captured by the Agency's SROs within the school remain the property and work product of the law enforcement agency. Any requests made to the School Board by a third party for copies of video recordings shall be referred to the Agency's Records Division for handling in accordance with Florida law. The Agency and SBOC further agree that if equipped with the use of a body-worn camera, then the camera operation is part of the SRO's uniform. It is the intention of this Agreement that within the school setting, the body-worn cameras will only be used when taking law enforcement action, or as otherwise authorized by the Agency's policy.
- E. Pursuant to Section 1006.07(4)(a), Florida Statutes, Law Enforcement officers responsible for responding to the school in the event of an active assailant emergency, as determined necessary by the sheriff in coordination with the district's safety specialist, must be physically present on campus and directly involved in the execution of active assailant emergency drills. SBOC must notify law enforcement officers at least twenty-four (24) hours before conducting an active assailant emergency drill at which such law enforcement officers are expected to attend.
- F. To the extent Services provided hereunder pertain to access of student information, the Law Enforcement Agency shall adhere to all standards included in Sections 1002.22 and 1002.221, Florida Statutes (the Protection of Pupil Privacy Acts), 20 U.S.C. § 1232g – the Family Educational Rights and Privacy Act (FERPA), the federal regulations issued pursuant thereto (34 CFR Part 99), and/or any other applicable state or federal law or regulation regarding the confidentiality of student information and records.
- G. Nothing in this Agreement shall be deemed to affect the rights, privileges or constitute a waiver, or limitation, of the parties' sovereign immunity protection and limitations of liability pursuant to section 768.28, Florida Statutes.
- H. Pursuant to Section 1006.07(4)(b)(1), Florida Statutes, the Law Enforcement Agency shall conduct active assailant situation training at schools within its jurisdiction.

- I. SBOC will, in compliance with Section 1006.07(4)(b)4c, Florida Statutes, establish a schedule to test the functionality and coverage capacity of all emergency communication systems and determine if adequate signal strength is available in all areas of the school's campus. Upon request, SBOC will advise the Agency of the testing schedule and shall make reasonable efforts to correct any deficiencies. Additionally, each school will provide access to a school radio to the SRO.
- J. SBOC will provide the Agency with the radio frequencies utilized by SBOC, and provide assistance to permit law enforcement to monitor those frequencies in an emergency.
- K. In an emergency, SBOC will make all reasonable efforts to provide the Agency with sufficient physical access to each school facility so the responding agency will have the ability to access the school.
- L. All parties to this agreement will comply with all applicable state and federal laws.

(Space intentionally left blank)



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the undersigned persons as duly authorized.

**Town of Windermere**

**THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**

BY: \_\_\_\_\_  
Jim O'Brien, Mayor

BY: \_\_\_\_\_  
Teresa Jacobs, Chair

Date: \_\_\_\_\_, 2024

Date: \_\_\_\_\_, 2024

Approved as to Form and Legality

Attest:

\_\_\_\_\_  
Heather Ramos, Police Legal Advisor

BY: \_\_\_\_\_  
Maria F. Vazquez, Ed. D. Superintendent

Date: \_\_\_\_\_, 2024

This document has been reviewed by the Office of the General Counsel on behalf of The School Board of Orange County, Florida, for its exclusive use and reliance, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

BY: \_\_\_\_\_  
Keshara D. Cowans, Staff Attorney

Exhibit "A"

Windermere Police Department  
2024-2025 School Year  
Reimbursement for School Resource Officers

	<b>School</b>	<b>School #</b>	<b>Level</b>	<b># of Officers</b>	<b>Amount NTE*</b>
1	Windermere ES	1231	E	1	72,000.00
	<b>Total</b>		<b>1</b>	<b>1</b>	<b>72,000.00</b>

No. of Elementary Schools	1
<b>Total No. of Schools</b>	<b>1</b>

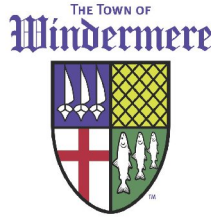
Exhibit "B"

Windermere Police Department  
2024-2025 School Year  
Reimbursement for School Resource Officer Supervisors

<b>Windermere Police Department</b>		
<b>"Exhibit B"</b>		
<b>2024-2025 School Year</b>		
	<b>Supervisors</b>	<b>Amount</b>
1	Supervisors	\$18,000.00
<b>TOTAL</b>		<b>\$18,000.00</b>

Exhibit "B"

Windermere Police Department  
2024-2025 School Year  
Reimbursement for School Resource Officer Supervisors



## EXECUTIVE SUMMARY

**SUBJECT:** Approve Pavement Repair at Rosser Reserve and Conroy Windermere Road by Middlesex Paving, LLC.

**REQUESTED ACTION:**

- Work Session (Report Only)  
 Regular Meeting

**DATE OF MEETING:** 10/08/2024

Special Meeting

**CONTRACT:**  N/A

Vendor/Entity: Middlesex Paving, LLC

Effective Date:

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

Managing Division / Dept:

Public Works

**BUDGET IMPACT:** Up to \$87,442.00

- Annual  
 Capital  
 N/A

**FUNDING SOURCE:**

Streets and Road CIP

**EXPENDITURE ACCOUNT:**

001-5191-000-9671

---

### HISTORY/FACTS/ISSUES:

The pavement along Conroy Windermere Road (E. 6th Ave) requires repair to address a recurring depression that forms after heavy rains and storms.

The proposed project involves milling and resurfacing the roadway to a depth of 1.5 inches, followed by painting and thermoplastic application to restripe the road. The resurfacing will use Asphalt Paving SP-12.5C.

Funding for this project is available in the Town's Streets and Road CIP line item 001-5191-000-9671.

Staff recommends awarding the contract to Middlesex Paving, LLC for \$87,442, as they are the Town's current paving contractor.

---



**TOWN OF WINDERMERE  
EXECUTIVE SUMMARY**

**SUBJECT:** Approve Purchase of Public Works Fleet Vehicles – Clearwater Toyota

Work Session (Report Only)    **DATE OF MEETING:** 10/8/2024  
 Regular Meeting                               Special Meeting

**CONTRACT:**  N/A    Vendor/Entity: Clearwater Toyota.  
Effective Date:    Termination Date: \_\_\_\_\_  
Managing Division / Dept:    Public Works

**BUDGET IMPACT:**    \$11,415 Annually, Per Vehicle  
 Annual    **FUNDING SOURCE:**    Public Work Capital Expenditures  
 Capital    **EXPENDITURE ACCOUNT:**    001 5191 000 9650  
 N/A

**HISTORY/FACTS/ISSUES:**

It has become increasingly challenging for public entities to purchase fleet vehicles through public procurement sites. Vehicle availability has been a significant issue for Central Florida cities like Ocoee and Maitland, with lead times for receiving vehicles through the Florida Sheriff’s Cooperative Purchasing Program extending to 24 months or more.

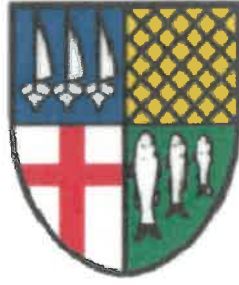
Due to these delays, city fleet divisions are now working directly with local dealerships to locate and purchase available vehicles on the lot.

Public Works has two fleet trucks approved for purchase in the FY 2024-2025 budget. These purchases will provide Public Works with a total of four operational pick-up trucks, ensuring each field team member has a vehicle and accommodating the newly created Parks and Recreation Coordinator position. Additionally, one Public Works truck was repurposed for the Code Enforcement Officer.

Staff obtained the following three quotes:

1. Clearwater Toyota: Truck 1 - \$45,934.01; Truck 2 - \$46,231.50
2. Courtesy Toyota Brandon: Truck 1 - \$48,799; Truck 2 - \$48,799
3. Seminole Toyota (Sheriff Bid List): \$48,062.00; no availability

Given that these trucks were already budgeted for FY 2024-2025 and time was of the essence, staff purchased the vehicles and secured financing. The total cost of the two trucks from Clearwater Toyota amounted to \$92,165.51, with financing over five years.



**TOWN OF WINDERMERE  
EXECUTIVE SUMMARY**

**SUBJECT:** Approve Design Concept for Town Hall including Standalone Restroom with family restroom

**REQUESTED ACTION:** Approval

Work Session (Report Only)    **DATE OF MEETING:** October 8, 2024  
 Regular Meeting                       Special Meeting

**CONTRACT:**  N/A    Vendor/Entity: \_\_\_\_\_  
Effective Date: \_\_\_\_\_    Termination Date: \_\_\_\_\_  
Managing Division / Dept: Public Works

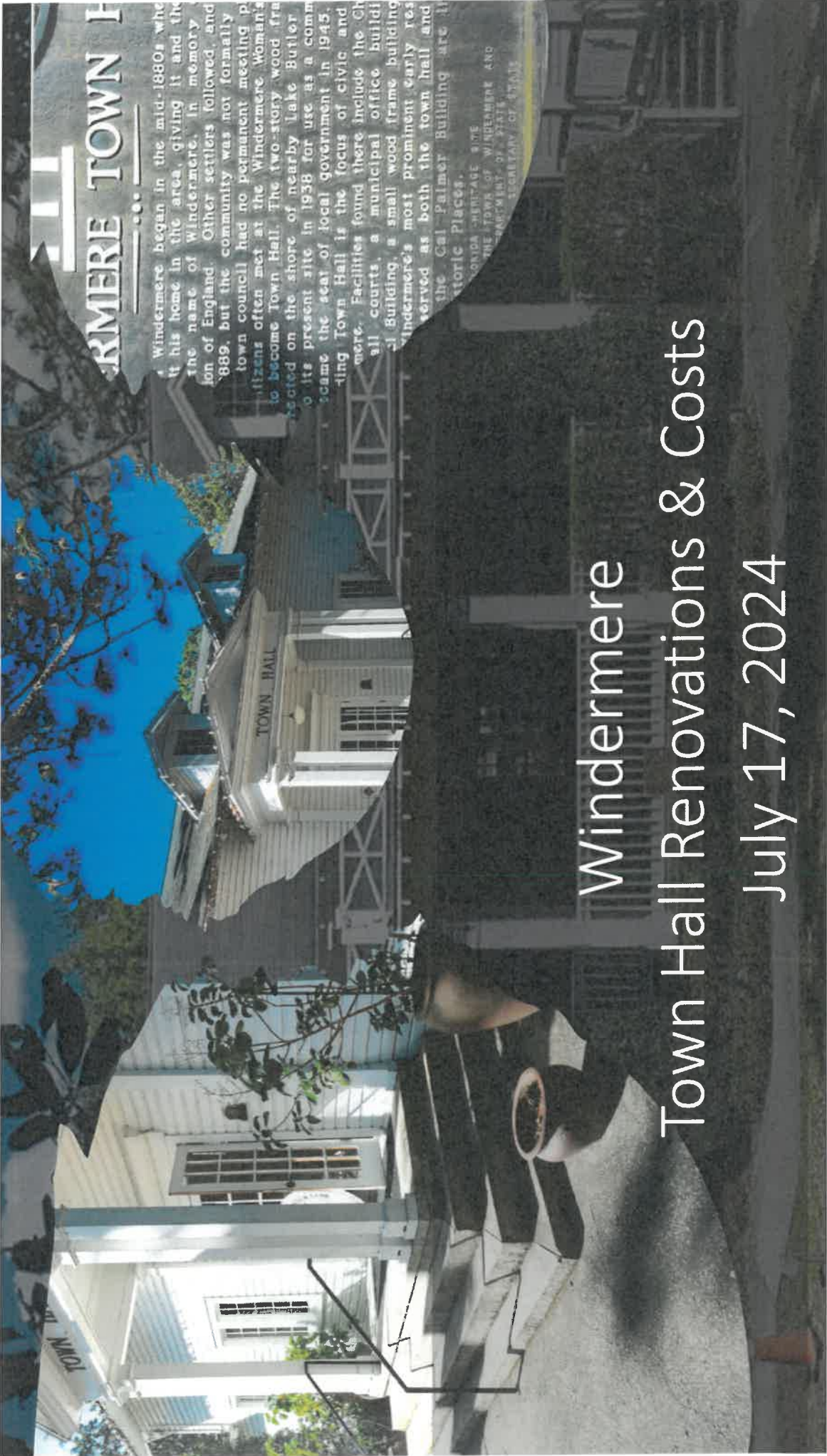
**BUDGET IMPACT:** \_\_\_\_\_  
 Annual                      **FUNDING SOURCE:** \_\_\_\_\_  
 Capital                      **EXPENDITURE ACCOUNT:** \_\_\_\_\_  
 N/A

---

**HISTORY/FACTS/ISSUES:**

During the previous Town Council workshop, the Council directed staff to incorporate a family restroom into the exterior restroom design and return for public review, comments, and approval. Additionally, staff was tasked with developing a project charter, and a draft of the charter is included for review with this agenda item.

Staff will present the restroom concept to the Town Council and seek approval to proceed with Phase One construction plans, after which the project will be put out to bid.



# WINDERMERE TOWN HALL

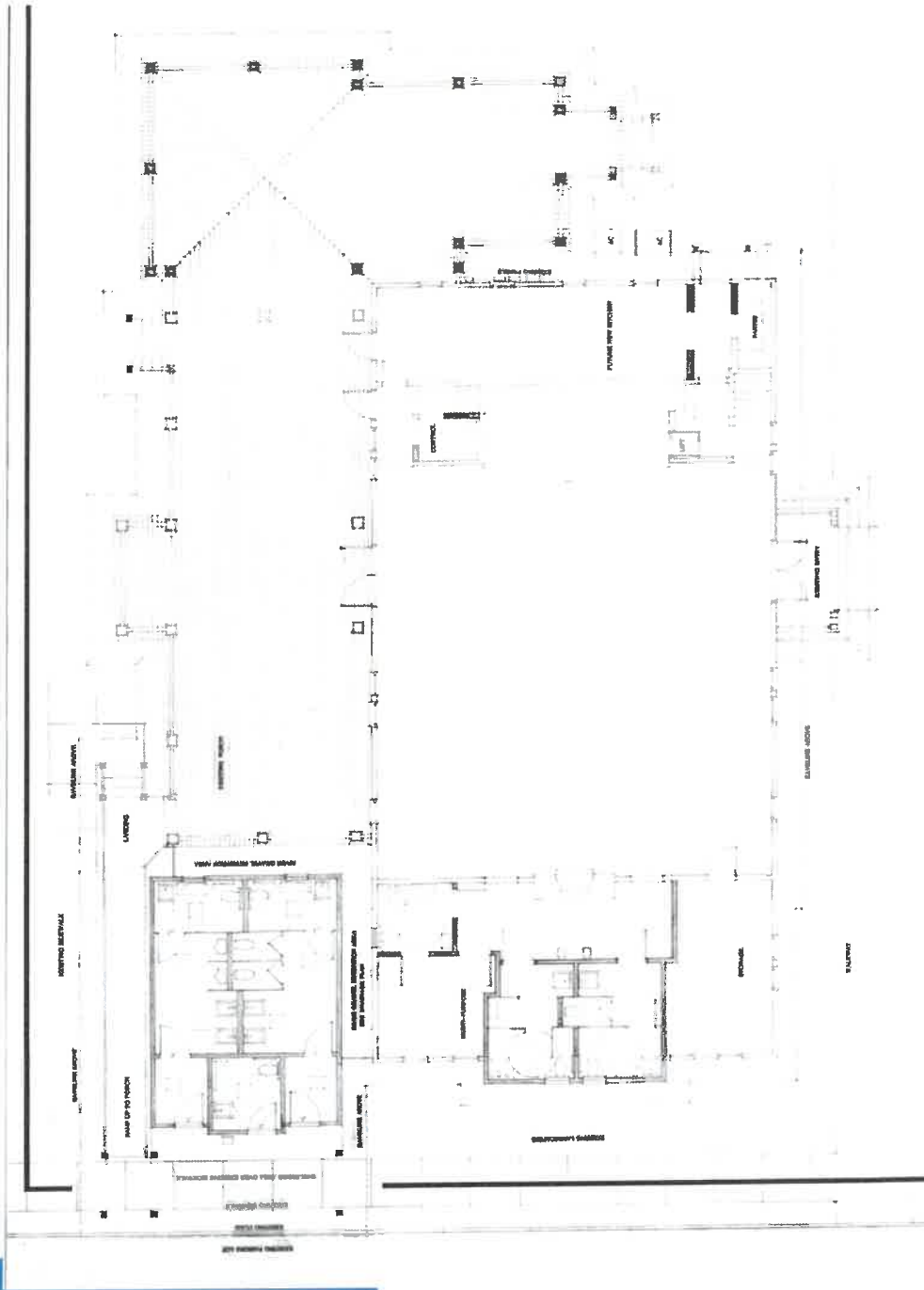
Windermere began in the mid-1880s when a settler named Lake Butler found a site for his home in the area, giving it and the name of Windermere, in memory of a town in the county of Devon, in the west of England. Other settlers followed, and by 1889, the community was not formally a town council but had no permanent meeting place. Citizens often met at the Windermere Woman's Club, which was located on the shore of nearby Lake Butler. In 1938, the community voted to become Town Hall. The two-story wood frame building was designed by the architect and became the seat of local government in 1945. Windermere Town Hall is the focus of civic and community activities. Facilities found there include the Chamber of Commerce, a municipal office building, a public library, a small wood frame building, and a community center. Windermere's most prominent early residents were the Cal Palmer Building and the Windermere Town Hall, both of which are listed as Historic Places.

FLORIDA HERITAGE SITE  
THE TOWN OF WINDERMERE AND  
THE TOWN OF WINDERMERE AND  
SECRETARY OF STATE

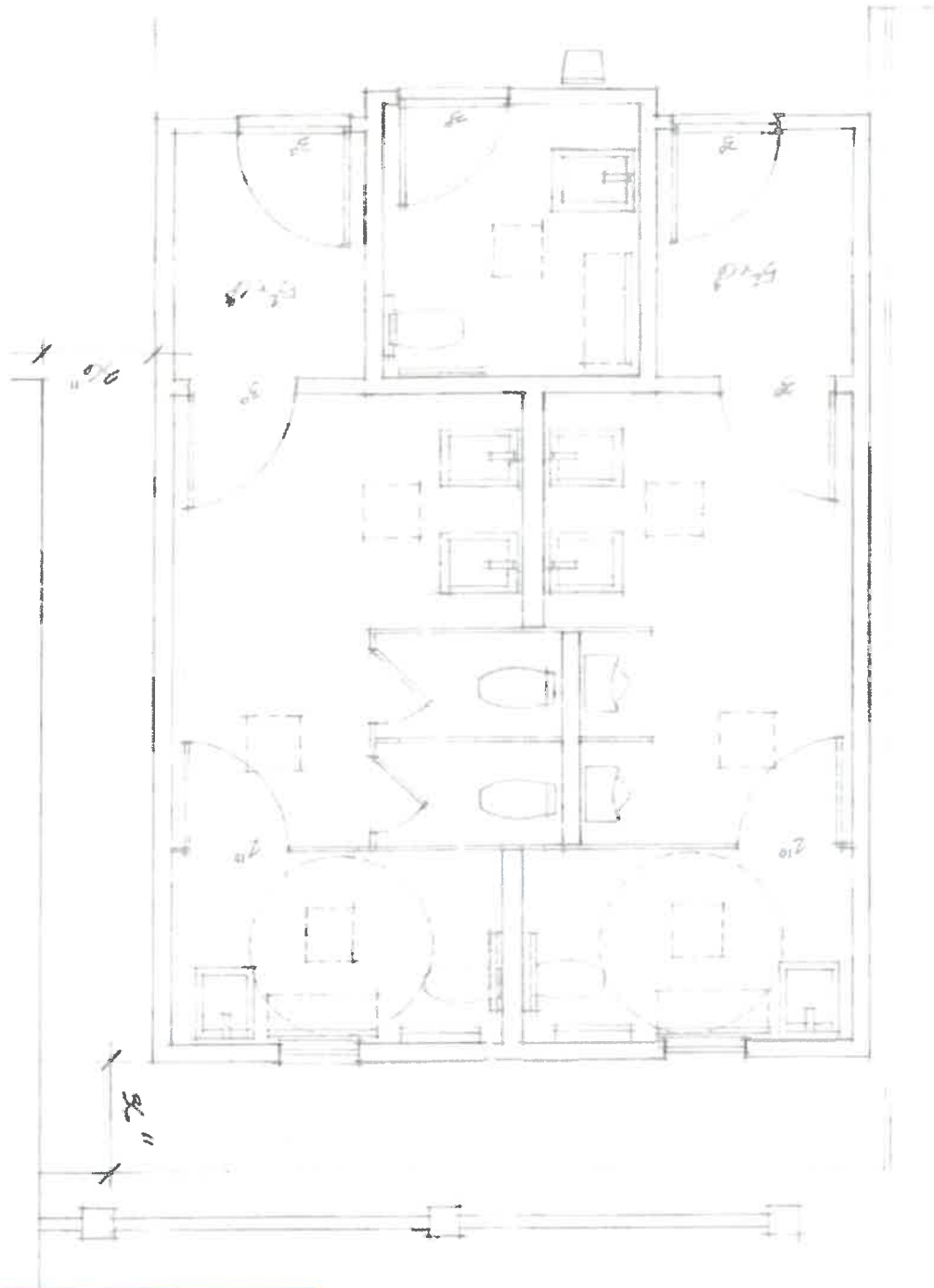
## Windermere Town Hall Renovations & Costs July 17, 2024



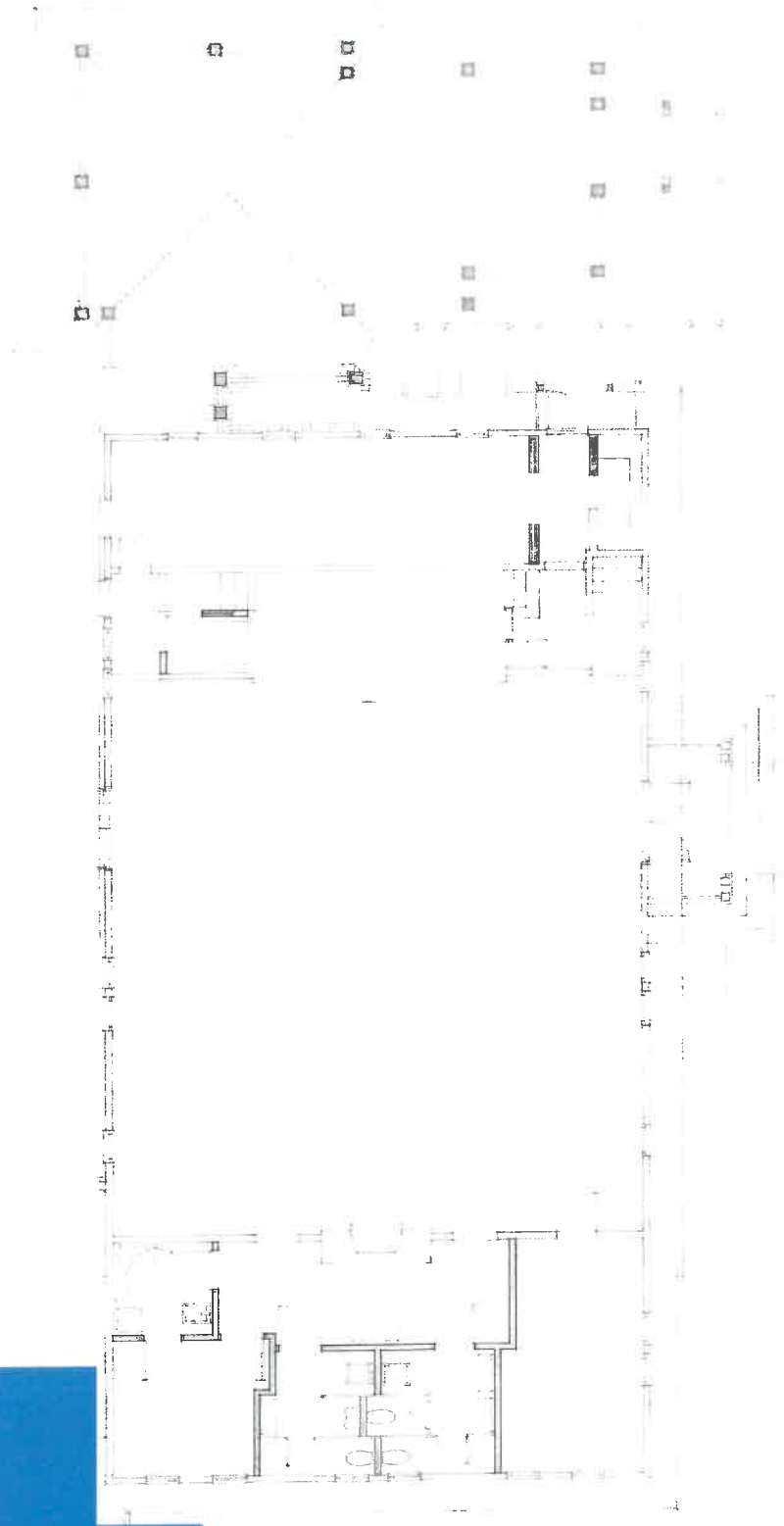
# Overall Floor Plan



Phase 1  
\$493,240  
FY 24-25



**Phase 3**  
**\$585,660**  
**FY 26 -27**



# Project Charter: Windermere Historic Town Hall Renovation and Preservation

## Project Overview

**Project Name:** Windermere Historic Town Hall Renovation and Preservation

**Project Managers:** Tonya Elliott Moore, Public Works Director, and John Fitzgibbon, Engineering Consultant

**Project Sponsor:** Town of Windermere

**Project Start Date:** Immediately

**Project Completion Date:** End of 2026 (subject to escalation adjustments)

## Project Objectives

- To renovate and preserve the historic Town Hall in Windermere, ensuring it meets modern standards while retaining its historical significance and designation on the National Historic Registry.
- To enhance the functionality and aesthetics of the Town Hall to better serve the community and its needs.
- To execute the project in three phases, ensuring minimal disruption to the Town Hall's operations and readiness for the 2025 Centennial Celebration.
- Ensure Town can fund the three phases

## Project Scope

### Phase 1: New Bathroom Building

- **Budget:** \$493,240 (includes \$30,000 for septic and contingency)
- **Timeline:** Immediate start
- **Deliverables:**
  - Construction of a new bathroom building with family restroom
  - Installation of septic systems and contingency measures

### Phase 2: Exterior Renovations

- **Budget:** \$556,850
- **Timeline:** 2025
- **Deliverables:**
  - West Porch/Siding Remediation: \$81,360
  - Repainting the Building: \$44,950
  - South Slopped Exterior Roof: \$106,350
  - West Slopped Exterior Roof: \$191,340
  - Main Building Re-Roof: \$132,850

### Phase 3: Interior and Additional Renovations

- **Budget:** \$585,660
- **Timeline:** 2026
- **Deliverables:**
  - Existing Bathroom Renovations: \$187,700
  - North Porch Addition: \$349,120
  - Miscellaneous Interior Renovations:
    - Pantry Renovation: \$18,600
    - Stage Access/Lift/Exterior Door: \$30,240
    - Kitchen Design and Equipment Installation: [Budget to be determined]
      - Design a modern kitchen layout
      - Purchase and install necessary kitchen equipment and appliances

## Escalation Adjustment

- **Annual Escalation Rate:** 4%
- **Budget Adjustment:** 4% per year added to the budget for Phases 2 and 3

## Project Milestones

- **Phase 1 Start:** Immediately
- **Phase 1 Completion:** TBD
- **Phase 2 Start:** January 2025
- **Phase 2 Completion:** December 2025
- **Phase 3 Start:** January 2026
- **Phase 3 Completion:** December 2026

## Project Deliverables

- New bathroom building
- Exterior renovations including porch, siding, and roof
- Interior renovations including bathrooms, pantry, kitchen, and stage access
- Addition of a north porch

## Project Budget

- **Total Phase 1:** \$418,240
- **Total Phase 2:** \$556,850 (2025) + 4% escalation
- **Total Phase 3:** \$585,660 (2026) + 4% escalation + kitchen budget
- **Overall Budget:** Sum of all phases adjusted for annual escalation

## Project Assumptions

- All work will comply with local building codes and historical preservation guidelines.
- Sufficient funding will be available for each phase of the project.
- Escalation rates will remain at 4% per year.

## Project Constraints

- Limited budget and potential for cost overruns.

- Time constraints to minimize disruption to the Town Hall's operations.
- Regulatory approvals for historical preservation.

## Project Risks

- Potential delays due to unforeseen construction challenges.
- Budget overruns due to escalation or unexpected expenses.
- Regulatory or community objections to renovation plans.

## Project Team

- **Project Managers:** Tonya Elliott Moore, Public Works Director, and John Fitzgibbon, Engineering Consultant
- **Architect:** Tom Price, Historic Architect
- **General Contractor:** TBD
- **Historical Preservation Specialist:** Tom Price
- **Other Key Stakeholders:** Town Council, Historic Preservation Board, Town Residents, and Town Staff

## Communication Plan

- Regular updates to the Town of Windermere's council and community.
- Monthly progress reports to the project sponsor.
- Stakeholder meetings at key milestones..

## Approval Signatures

- **Project Sponsor:** \_\_\_\_\_ Date: \_\_\_\_\_
- **Project Manager:** \_\_\_\_\_ Date: \_\_\_\_\_
- **Architect:** \_\_\_\_\_ Date: \_\_\_\_\_
- **General Contractor:** \_\_\_\_\_ Date: \_\_\_\_\_
- **Historical Preservation Specialist:** \_\_\_\_\_ Date: \_\_\_\_\_

---

This project charter outlines the key aspects of the Windermere Historic Town Hall renovation and preservation project. It serves as a guide to ensure the project is completed successfully, within budget, and on schedule, while preserving the historical integrity of the building and its designation on the National Historic Registry.