

TAB 11

## **POINT PAPER**

### **GRANT AGREEMENT WITH THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT**

#### **Background:**

February 2208 the city applied for a grant with the Department of Community Affairs, Division of Emergency Management to harden the Public Works Fleet Maintenance Building. This area is used to protect equipment needed for emergency preparedness and recovery. The funding will allow for the purchase and installation of 6 garage doors to meet the Miami-Dade Hurricane requirements. The total cost as proposed is \$28,890. \$14,445 will be funded from the grant and a match from the city.

#### **Recommendation:**

Approve the Mayor to execute the agreement with the Division of Emergency Management, and the necessary budget amendments to receive and expend the funds.

#### **Budget Impact:**

001-549-4634 has a budget of \$2,500 for the repair and maintenance of the doors which will be moved to 001-549-6200 via budget transfer. An additional \$11,950 will be moved from 307-541-5302 (Road and Bridge – Materials/Road Repairs) into 001-549-6200 (Fleet Building) through Resolution 08-41 and via a transfer between Road and Bridge and General Funds.

**GRANT AGREEMENT  
TO BE EXECUTED**

**FEDERALLY-FUNDED SUBGRANT AGREEMENT**

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

(1) SCOPE OF WORK.

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

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

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

(3) PERIOD OF AGREEMENT.

This Agreement shall begin August 1, 2008 and shall end July 31, 2009, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal A Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement

is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

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

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

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

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

#### **(6) AUDIT REQUIREMENTS**

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

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

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

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to:

The Division at each of the following addresses:

Department of Community Affairs  
Office of Audit Services  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
[also send an electronic copy to [aurilla.parrish@dca.state.fl.us](mailto:aurilla.parrish@dca.state.fl.us)]

and

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

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (submit the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Division at the following addresses:

Department of Community Affairs  
Office of Audit Services  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
**[also send an electronic copy to [aurilla.parrish@dca.state.fl.us](mailto:aurilla.parrish@dca.state.fl.us)]**

and

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

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General,

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

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

(7) REPORTS

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

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

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

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

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

**(8) MONITORING.**

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

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

**(9) LIABILITY**

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

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

(10) DEFAULT.

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

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

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

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

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

(11) REMEDIES.

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

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

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

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

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

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

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

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

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

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

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

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

(12) TERMINATION.

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

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

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

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

(13) NOTICE AND CONTACT.

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

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

Jenene Helms  
Florida Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
Telephone: 850-413-9920  
Fax: 850-488-7842  
Email: [Jenene.helms@em.myflorida.com](mailto:Jenene.helms@em.myflorida.com)

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

Tanya Lukowiak  
City of Palmetto  
516 8<sup>th</sup> Avenue West  
Palmetto, Florida 34221  
Telephone: 941-723-4988  
Fax: 941-723-4704  
Email: [tlukowiak@palmettofl.org](mailto:tlukowiak@palmettofl.org)

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

(14) SUBCONTRACTS

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

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

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

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

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Scope of Work

Attachment B – Budget

Attachment C – Program Statutes and Regulations

Attachment D – Justification of Advance

Attachment E – Warranties and Representations

Attachment F – Certification Regarding Debarment

Attachment G – Statement of Assurances

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$14,445**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat. and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested below, 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.

\_\_\_\_\_ An advance payment of \$\_\_\_\_\_ is requested

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

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 (20)(h) of this Agreement, all obligations on the part of the Division to make any

further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(18) REPAYMENTS

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

Department of Community Affairs  
Cashier  
Finance and Accounting  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

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

(19) MANDATED CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(20) LOBBYING PROHIBITION

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

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

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

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

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

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

(21) **COPYRIGHT, PATENT AND TRADEMARK**

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

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

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

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

(22) LEGAL AUTHORIZATION.

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

(23) ASSURANCES.

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

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

RECIPIENT:

CITY OF PALMETTO

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

Name and title: \_\_\_\_\_

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

FID# \_\_\_\_\_

STATE OF FLORIDA

DIVISION OF EMERGENCY MANGEMENT

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

Name and Title: W. Craig Fugate, Director, Division of Emergency Management

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

## EXHIBIT – 1

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

### Federal Program

Federal agency: U. S. Dept. of Homeland Security/Federal Emergency Management Agency

Catalog of Federal Domestic Assistance title and number: Emergency Management Performance

Award amount: \$14,445

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

Federal Program: Emergency Management Performance Grants

The recipient must comply with the requirements outlined in:

Fiscal Year 2007 – Emergency Management Performance Grant: Supplemental Guidance

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

**Attachment A**  
**Scope of Work**

The information and representations contained in the grant application submitted to the Department by the Recipient and evaluated pursuant to Rule Chapter 9G-19, Florida Administrative Code, are hereby incorporated by reference into this Agreement.

If the Recipient succeeds in acquiring products or services for less than the budgeted amount, then it must notify the Department and request authorization to apply the unexpended funds to the project, identifying the proposed use for the unexpended funds. If the unexpended funds can be applied to enhance the project through acquisition of additional equipment or services that will provide the same benefit as the approved project, then the Department may approve the use of the unexpended funds.

**I. SCOPE OF WORK**

The Recipient is to utilize funds provided in this grant plus local matching funds to purchase and install six (6) new Miami-Dade rated garage doors (powered) for the Public Works Facility (600 17th Street West, Palmetto, Florida 34221).

**II. PRODUCT ITEMS**

- A. The Recipient shall provide a copy of the Notice of Acceptance (NOA) for the garage doors systems selected demonstrating the door systems meet Miami-Dade requirements.
- B. The Recipient shall provide a copy of the Building Permit and Certificate of Occupancy for the work done under this grant – as appropriate.
- C. The Recipient shall provide digital photos of the installed garage door systems.
- D. Prior to dispersal of funds, the Recipient shall provide a completed ARC 4496 questionnaire covering the structural makeup of the Public Works Facility. This is used to evaluate the vulnerability of the structure to hurricane conditions. In particular, the Recipient shall provide the floor elevation (feet above mean sea level) of the facility.
- E. The Recipient shall demonstrate (via the questionnaire) that the Public Works Facility meets ARC 4496 guidelines. If the Facility will not meet, upon project completion, the ARC 4496 guidelines, the Recipient shall upgrade Facility to meet ARC 4496 guidelines or provide a letter stating that the Facility will not be used to shelter personnel under major hurricane conditions.

**III. SCHEDULE OF WORK AND PAYMENTS**

(if the project will need 4 quarters, this may be an option for work to be scheduled for review and reimbursement. The project may not need the allotted quarters for completion. This is just an example to follow):

- A. By the end of the first quarter, the Recipient shall provide Product Items II. A, II. D., and II.E, prior to dispersal of funds
- B. By the end of the last quarter, the Recipient shall provide Product Items II.B, and II.C.

The Recipient will provide a match of \$14,445 or 50% of the project cost. The match will consist of Fixed Capital Outlay as identified in the project proposal. All of the match will be expended during the contract period of August 1, 2008 to July 31, 2009.

**Attachment B**

**Budget**

**Proposed Budget**

EXPENDITURE CATEGORIES	Cash Match A	In-kind Services Match B	Total Grantee Cost A+B=C	EMPA Award D	Total Project Cost C+D=E
1. SALARY AND BENEFITS	N/A				
2. OTHER PERSONAL / CONTRACTUAL SERVICES	N/A				
3. ADMINISTRATIVE EXPENSES	N/A				
4. EXPENSES	N/A				
5. OPERATING CAPITAL OUTLAY	N/A				
6. FIXED CAPITAL OUTLAY	14,445			14,445	28,890
<b>TOTAL EXPENDITURES</b>	14,445			\$14,445	28,890
PERCENTAGES	A% 50%	B%	C%	D% 50%	E% 100%

**NARRATIVE EXPLANATION AND JUSTIFICATION OF LINE ITEMS:**

**Note: Use as many specific line item entries as are needed to thoroughly explain anticipated costs.**

**Attachment C**  
**Program Statutes and Regulations**

**Program Statutes and Regulations, and Program Requirements**

**Program Statutes**

1. Chapter 252, Florida Statutes
2. Rule Chapters 9G-6, 9G-11, 9G-19 and 9G-20, Florida Administrative Code
3. 48 CFR, Part 31

**Program Requirements**

**(1) PROPERTY MANAGEMENT/PROCUREMENT**

(a) The recipient shall comply with applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Wherever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

(b) Allowable costs shall be determined in accordance with Office of Management and Budget Circular A-102 - Common Rule.

(c) Recipient agrees to use any equipment purchased under the terms of this Agreement for the purpose for which it was intended.

(d) Equipment purchased under the terms of this Agreement shall remain the property of the Recipient. The disposition of equipment shall be made in accordance with the Recipient's policies and procedures and applicable federal policies and procedures.

**Attachment D**  
**JUSTIFICATION OF ADVANCE PAYMENT**

**RECIPIENT:**

Indicate by checking one of the boxes below if you are requesting an advance. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the Recipient within the initial three months of the Agreement.

☒ **NO ADVANCE REQUESTED**

No advance payment is requested. Payment will be solely on a reimbursement basis. No additional information is required.

☐ **ADVANCE REQUESTED**

Advance payment of \$\_\_\_\_\_ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

**ADVANCE REQUEST WORKSHEET**

If you are requesting an advance, complete the following worksheet

DESCRIPTION		(A) FFY 200__	(B) FFY 200__	(C) FFY 200__	(D) Total
1	INITIAL CONTRACT ALLOCATION				
2	FIRST THREE MONTHS CONTRACT EXPENDITURES <sup>1</sup>				
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

<sup>1</sup> First three months expenditures need only be provided for the years in which you requested an advance. If you do not have this information, call your consultant and they will assist you.

**MAXIMUM ADVANCE ALLOWED CALCULATION:**

$$\begin{array}{ccccc} \text{_____} & \times & \$ & \text{_____} & = & \text{_____} \\ \text{Cell D3} & & & \text{DEM Award} & & \text{MAXIMUM} \\ & & & \text{(Do not Include any match)} & & \text{ADVANCE} \end{array}$$

**REQUEST FOR WAIVER OF CALCULATED MAXIMUM**

- ☐ Recipient has no previous DEM/DCA contract history. Complete Estimated Expenses chart and Explanation of Circumstances below.
- ☐ Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above.
- Complete estimated expenses chart and Explanation of Circumstances below. Attach additional pages if needed.

**ESTIMATED EXPENSES**

BUDGET CATEGORY	200____-200____ Anticipated Expenditures for First Three Months of Contract
ADMINISTRATIVE COSTS (Include Secondary Administration.)	
PROGRAM EXPENSES	
TOTAL EXPENSES	

**Explanation of Circumstances:**

**Attachment E**  
**Warranties and Representations**

**Financial Management**

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

**Competition**

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

#### Codes of conduct.

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

#### Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 7:30 AM - 4:00 PM

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#### Licensing and Permitting

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

**Attachment F**

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

N/A

**Subcontractor Covered Transactions**

- (1) The prospective subcontractor of the Recipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

**SUBCONTRACTOR:**

\_\_\_\_\_

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

Signature

\_\_\_\_\_

Recipient's Name

\_\_\_\_\_

Name and Title

\_\_\_\_\_

DCA Contract Number

\_\_\_\_\_

Street Address

\_\_\_\_\_

City, State, Zip

\_\_\_\_\_

Date

**Attachment G**  
**Statement of Assurances**

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

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, 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 that has been identified by the Secretary of the Department of Housing and Urban Development as an 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.

9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the

Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

**GRANT APPLICATION  
AS SUBMITTED**

## LETTER OF TRANSMITTAL

TO: Department of Community Affairs  
Division of Emergency Management, ATTN: EMPATF  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100

FROM: Larry Bustle, Mayor

DATE: February 6, 2008

RE: CITY OF PALMETTO FUNDING APPLICATION

The City of Palmetto seeks \$14,445 in grant funding for efforts to remove barriers to emergency preparedness, as listed on the LMS and consistent with the goals of the City, County and State. The City not only maintains its own CERT, but also is an integral part of the County's EOC. The City Commission, myself, Police Officers and all Management are NIMS Certified.

Not only is Palmetto a waterfront community, but the City is also home to the evacuation route for much of western Manatee County, including island communities and over 100,000 residents. This funding would allow the City to harden the Public Works Facility with the purchase and installation of hurricane strength garage doors, to protect equipment needed for emergency preparedness and recovery.

The City is committed to purchasing and installing the above mentioned equipment as soon as funding allows. Governmental contracts are in place, so the purchasing timeline will easily fall within grant funding requirements.

Only the City of Palmetto is involved in this application, and it is being made without collusion with any other entity submitting an application. The application is, in all respects, fair and in good faith, without fraud or collusion, and, as Mayor, I have full authority to bind the City to not only carry out the provisions of the grant agreement, but also to provide the cash match of \$14,445, as approved by City Commission.

**FLORIDA DIVISION OF EMERGENCY MANAGEMENT  
EMPA COMPETITIVE GRANT APPLICATION  
ATTACHMENT 1 - TITLE PAGE**

TITLE OF PROJECT Palmetto DPW Facility Retrofit

AMOUNT REQUESTED FROM STATE \$ 14,445

AMOUNT MATCHING FUNDS COMMITTED \$ 14,445 CASH  
\$ \_\_\_\_\_ IN-KIND

This is an application for a competitive grant under (indicate ONLY one):

- \_\_\_\_\_ 1) Emergency Management Competitive Grant Program, or  
  x   2) Municipal Competitive Grant Program

The application is submitted for consideration in the following category (select ONLY one):

- \_\_\_\_\_ 1) A project that will promote public education on disaster preparedness and recovery issues.  
\_\_\_\_\_ 2) A project that will enhance coordination of relief efforts of statewide private sector organizations, including public-private business partnerships.  
\_\_\_\_\_ 3) A project that will improve the training and operations capabilities of agencies assigned lead or support responsibilities in the State Comprehensive Emergency Management Plan.  
  x   4) A project that will otherwise further state and local emergency management priorities identified in the Notice of Fund Availability.

**APPLICANT INFORMATION:**

Name of Organization: City of Palmetto

Address of Organization: 516 8<sup>th</sup> Ave. W.

Palmetto, FL 34221

E-mail address of Organization: www.palmettofl.org (lbustle@palmettofl.org)

Name of Chief Elected Official: Mayor Lawrence E. Bustle

Name of Chief Administrative Officer: Mayor Lawrence E. Bustle

Name of Applicant Contact: Tanya Lukowiak

Title of Applicant Contact: Grants Coordinator

Telephone Number of Applicant Contact: 941-723-4988

E-mail address of Applicant Contact: tlukowiak@palmettofl.org

Federal Employee Identification (FEID) Number: \_\_\_\_\_

AUTHORIZED SIGNATURE [Must comply with 9G-19.008(7), F.A.C., or application will not be scored]

Signature: Lawrence E. Bustle

Title: Mayor

If delegation of signature authority is submitted with this application, attach it to this page.

**CITY OF PALMETTO  
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE  
Grant Application**

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**CITY OF PALMETTO  
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE MUNICIPAL  
COMPETITIVE GRANT APPLICATION**

**PROPOSED PROJECT PRESENTATION  
(PROJECT NARRATIVE)**

Not only is Palmetto a waterfront community, but the City is also home to the evacuation route for the northwestern quadrant of Manatee County, including island communities and over 100,000 residents. The level of preparedness is determined not only by the manner in which our municipality reacts immediately before a major storm or other emergency situation, but also in the way we prepare and maintain our infrastructure, facilities, personnel and policies on a daily basis. **This project will address the emergency management priorities of: 1) removing barriers to emergency preparedness; and 2) mitigating the effects of emergency situations involving flood waters.**

The City, in collaboration with our Fire District, recently upgraded our fuel tank capacity at a cost of \$165,000, to avoid placing a drain on the public's valuable fuel resource. As a second step in assisting with preparedness efforts, we are interested in purchasing new garage doors that will protect the equipment stored within the Department of Public Works Facility. The existing doors are deteriorated and obsolete. They do not run on the existing generators, they leak and subject our equipment to the elements, and they are not Miami-Dade Hurricane Rated.

Equipment stored in the Public Works Facilities includes heavy equipment such as bucket trucks, in addition to water, camera, and vacuum trucks and a variety of small equipment such as air compressors, pumps and electronic message boards. There is also computer and other repair and diagnostic equipment in the garage. There is indisputably a need for this equipment to be protected, accessible and operational, in order to remove debris, and to make infrastructure and machinery repairs. Such actions will allow for residents and businesses to return to the City as soon as possible.

This project will help to remove a barrier (impassable roadways, congested storm water systems, power outages, debris) to emergency preparedness. The operation of new, hardened garage-doors, regardless of weather and power, will mitigate the effects of storms and flooding, by safeguarding equipment needed for the protection and recovery of the City of Palmetto, as well as of the County.

**There are both immediate and long-term benefits to this project.** Upon grant funding, the City would immediately order the above described equipment, and within 120 days of award will have improved the ability of more than 100,000 County residents to better utilize evacuation routes in the event of any emergency situation (removing a barrier to emergency preparedness). The protected equipment will immediately be utilized to clear debris and the storm water systems, as well as to repair infrastructure and equipment (mitigating the effects of an emergency situation and enhancing emergency preparedness). Both of these improvements would demonstrate direct tangible benefits to the residents of Manatee County and the City of Palmetto.

The hardening of the Public Works Facility will also have a cumulative, long-term effect that will continue to enhance our ability to deal with emergency situations. All members of the Palmetto ERT, to include Police, Fire & EMS, and Public Works, as well as the Manatee County ERT, will

directly benefit from the City's ability to provide a quick response and passable roadways. Damage assessment will be done more quickly, physical damage from standing and/or rushing water will be minimized, and assistance to residents will become available in a more expedient manner.

**The City has recently completed a vulnerability assessment and developed a comprehensive and collaborative response plan.** This plan guides staff to quickly identify strengths and weaknesses, and to review resources, such as the recent purchase of satellite phones and the identification of a Palmetto-based volunteer group that is well experienced in gathering donations and manning shelters and distribution points, working in Mississippi after Hurricane Katrina. The City's Plan incorporates emergency plans for our Assisted Living Facilities and special needs residents. We have executed private-public agreements with eight companies and the County for emergency debris management, and have an executed, current Statewide Mutual Aid Agreement (SMAA – *SEE ATTACHMENT 4*). The City of Palmetto will continue to improve our preparedness, as aggressively as funding allows.

**The single line item requested in this grant application will enhance our preparedness. This project is listed on the County's Local Mitigation Strategy and is consistent with the State Comprehensive Emergency Management Plan as follows:**

- Applicable hazards associated with Tropical Cyclones include tornadoes, storm surge, high velocity winds, and fresh water flooding. Tropical cyclones consequences may include large-scale evacuation, damage/loss of financial institutions, damage/loss to the service industry, property loss, long-term economic impacts, economic and social disruption and re-entry. (Basic Plan, 2004, page 6). The above project would mitigate these hazards as described above.
- Applicable hazards associated with Severe Weather Events include damaging winds and tornadoes. Severe Weather Events consequences include power outages, infrastructure damages (road/culvert washout, water/gas/communication line breaks etc.), erosion, fresh water flooding, storm surge flooding, evacuations, economic loss/business disruption, property loss, economic loss, debris, road congestion, and re-entry. (Basic Plan, 2004, pages 6 – 7). The above projects would mitigate these hazards as described above.
- In the case of environmental or technological events or terrorism, the above projects will be beneficial for protecting equipment required for re-entry.
- Achieving and maintaining citizen and community preparedness reduces the immediate demands on response organizations. (Basic Plan, 2004, page 11). The protection of equipment needed for the provision of safe evacuation routes (debris removal equipment), public communication (message boards) and a minimal amount of flooding (pumps, vacuum trucks, back hoes) increases citizen and community preparedness.
- The City of Palmetto is part of the Manatee County EOC during emergency situations, in addition to manning the Palmetto EOC when appropriate. City officials are NIMS Certified, and have established procedures to save lives and protect property while working to maintain direction and control. (Basic Plan, 2004, Page 12). Quicker recovery from flooding, easier clean up of debris, and passable evacuation routes all support this effort.
- The City of Palmetto has executed mutual aid agreements with the county for emergency aid and assistance, and has a well-established collaborative work relationship. Public information activities are collaborative as well. (Basic Plan, 2004, Page 13).

The hardening of the Public Works Facility, as accomplished by the replacement of the garage doors is the **best method** to mitigate the problem of this unprotected facility. With the exception of moving our equipment outside of the City limits, there is not a viable alternative. Under an existing government contract, the six (6) garage doors will be purchased and installed for a total cost of \$28,890. The City will contribute 50% of that cost, or \$14,445.

Manatee County has recently purchased the back-up power generators for some of the signals on the evacuation routes which are not within the City limits. Fortunately, no major evacuation has been necessary, however the generators do remove one barrier to our preparedness. The County also has six (6) excavators which have been used to adequately maintain their stormwater system.

**PROPOSED BUDGET – *SEE ATTACHMENT 2***

Three quotes were obtained.

Furnish and Install six (6) new doors - **TOTAL PROJECT COST = \$ 28,890.**

**DOCUMENTATION OF MATCH (1:1) - *SEE ATTACHMENT 3***

50% OF \$ 28,890 = \$ 14,445

The City of Palmetto's Department of Public Works and Emergency Response Team have the experience and ability to manage the project. The DPW staff is experienced in project management and heavy equipment operation and is LAP certified through the FDOT.

Additionally, all equipment will be purchased from and installed by experienced companies under the supervision of DPW Staff. The materials are available without qualification or delay, and can be purchased utilizing existing government contracts.

**The City of Palmetto has been involved in environmental clean-up initiatives.**

The City now owns 1.7 acres locally referred to as "the Edenfield Property", which is located on the banks of the Manatee River and along an active Railroad line. In previous years, the property was apparently used for the storage of railroad ties, and the soil became contaminated with arsenic. This property, as vacant waterfront real estate, is of interest to many parties. It was important for the City to learn of the exact nature of the contamination and its impact on the community before allowing anyone to access and/or develop the site. Initially, a phase I Environmental Assessment was conducted. Then, in cooperation with the FDEP, the property was properly secured and a more in-depth Limited Site Assessment was conducted (completed in February 2005). The FDEP is utilizing the findings of this assessment to determine the appropriate course of action for the redevelopment and/or mitigation of the site.

The City is also monitoring the ground contamination at the Police Department property, and continually works with the FDEP on the enhancement of the Palmetto Estuary Preserve, a project started through the FCT, and continued through the commitment of public and private partnerships.

**The City of Palmetto is not located in a Front Porch Community.**

**EMPA COMPETITIVE GRANT APPLICATION  
ATTACHMENT 2**

**Proposed Budget**

EXPENDITURE CATEGORIES	Cash Match A	In-kind Services Match B	Total Grantee Cost A+B=C	EMPA Award D	Total Project Cost C+D=E
1. SALARY AND BENEFITS	N/A				
2. OTHER PERSONAL / CONTRACTUAL SERVICES	N/A				
3. ADMINISTRATIVE EXPENSES	N/A				
4. EXPENSES	N/A				
5. OPERATING CAPITAL OUTLAY	N/A				
6. FIXED CAPITAL OUTLAY	\$ 14,445			\$ 14,445	\$ 28,890
TOTAL EXPENDITURES	\$ 14,445			\$ 14,445	\$ 28,890
PERCENTAGES	50%	0%	0%	50%	100%

**NARRATIVE EXPLANATION AND JUSTIFICATION OF LINE ITEMS:**

**6. Fixed Capital Outlay – purchase & installation of six new, Miami-Dade rated garage doors for Public Works Facility Hardening per attached proposal**

**Note: Use as many specific line item entries as are needed to thoroughly explain anticipated costs.**

*Proposal***OMEGA GARAGE DOOR COMPANY**

VENICE ☒  
 328 S. Seaboard Ave.  
 Venice, FL 34285  
 ph. 941-484-3733  
 fax 941-488-8098

TAMPA ☐  
 8840 Curtis Davis Dr #117  
 Tampa, FL 33618  
 ph 813-630-6451  
 fax 813-630-4932

FORT MYERS ☐  
 4010 Warehouse Rd.  
 Ft. Myers, FL 33916  
 ph 239-931-0893  
 fax 239-931-0895

Proposal Submitted to:

Phone:

Date:

Palmetto City

941-723-4580

11/16/07

Street

Job Name

600 17th St W

Public Works Dept

City, State and Zip

Job Location

Palmetto, FL 34221

ATTN: Rick Pittman

Architect

Date of Plans

Job Phone

Ray Engert

fax 941 723 4539

We hereby submit specifications and estimates for:

Tear off and haul away old doors; Furnish and install (6) new doors and motor operators 16x16

Option 1) Mahon Rolling Steel Slat Door, DP +55 / -55 155 MPH, FBC approved, Impact Rated; with 1/2 HP 220v 3PH Motor.....\$28,890.00 / lot \*

Option 2) Best Rolling Steel Slat Door, DP +50 / -50 150 MPH< Miami Dade approved; Impact Rated; with 1/2 HP 220v 3PH Motor.....\$23,994.00 / lot

Options on Motors:

Safety eyes (beams).....\$570.00 / lot \*

Pneumatic edge.....\$660.00 / lot \*

Electric Edge.....\$1800.00 / lot \*

ORIGINAL quote was for roll-up SHEET doors.....\$13,888.00 / lot

\*\*\* PLUS PERMIT PLUS NOC (if required)

We ~~Propose~~ hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:


Dollars

\$

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents and delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature



note: this proposal may be withdrawn by us if not accepted within 45 days

*Acceptance of Proposal* - the above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of acceptance:

Signature \_\_\_\_\_



**MIAMI-DADE COUNTY, FLORIDA**  
**BUILDING CODE COMPLIANCE OFFICE (BCCO)**  
**PRODUCT CONTROL DIVISION**

**MIAMI-DADE COUNTY, FLORIDA**  
**METRO-DADH FLAGLER BUILDING**  
**140 WEST FLAGLER STREET, SUITE 1603**  
**MIAMI, FLORIDA 33130-1563**  
**(305) 374-2901 FAX (305) 375-2908**

## **NOTICE OF ACCEPTANCE (NOA)**

**Best Rolling Doors, Inc.**  
**9780 NW 79<sup>th</sup> Ave.**  
**Hialeah Gardens, FL 33016**

**SCOPE:** This NOA is being issued under the applicable rules and regulations governing the use of construction materials. The documentation submitted has been reviewed by Miami-Dade County Product Control Division and accepted by the Board of Rules and Appeals (BORA) to be used in Miami Dade County and other areas where allowed by the Authority Having Jurisdiction (AHJ).

This NOA shall not be valid after the expiration date stated below. The Miami-Dade County Product Control Division (in Miami Dade County) and/or the AHJ (in areas other than Miami Dade County) reserve the right to have this product or material tested for quality assurance purposes. If this product or material fails to perform in the accepted manner, the manufacturer will incur the expense of such testing and the AHJ may immediately revoke, modify, or suspend the use of such product or material within their jurisdiction. BORA reserves the right to revoke this acceptance, if it is determined by Miami-Dade County Product Control Division that this product or material fails to meet the requirements of the applicable building code.

This product is approved as described herein, and has been designed to comply with the Florida Building Code 2004 including the High Velocity Hurricane Zone.

**DESCRIPTION:** 16'-0" Max. 24 Gage Slat Roll-Up Door.

**APPROVAL DOCUMENT:** Drawing No. 05-081, dated 05/16/05, with last revision on 05/16/05, titled: 16'-0" Max. 24 Gage Slat Roll-Up Door", sheets 1 through 3 of 3, prepared by Tiltco, Inc signed and sealed by W. A. Tilt Jr, PE, bearing the Miami-Dade County Product Control Division stamp with the Notice of Acceptance number and expiration date by the Miami-Dade County Product Control Division.

**MISSILE IMPACT RATING:** Large and Small Missile Impact

**LIMITATIONS:** This approval requires the manufacturer to do testing of all coils used to fabricate door slats under this Notice of Acceptance. A minimum of 2 specimens shall be cut from each coil and tested according to ASTM E-8 by a Miami-Dade County Certified Laboratory selected and paid by the manufacturer. Every 3 months, 4 times a year the manufacturer shall mail to this office a copy of the Test Reports with confirmation that the specimens were selected from coils at the manufacturer's production facilities and a notarized statement from that manufacturer that only coils with yield of 40 ksi or more shall be used to make panels for Miami-Dade County under this Notice of Acceptance.

**LABELING:** Each unit shall bear a permanent label with the manufacturer's name or logo, city, state and following statement: "Miami-Dade County Product Control Approved", unless otherwise noted herein.

**RENEWAL** of this NOA shall be considered after a renewal application has been filed and there has been no change in the applicable building code negatively affecting the performance of this product.

**TERMINATION** of this NOA will occur after the expiration date or if there has been a revision or change in the materials, use, and/or manufacture of the product or process. Misuse of this NOA as an endorsement of any product, for sales, advertising or any other purposes shall automatically terminate this NOA. Failure to comply with any section of this NOA shall be cause for termination and removal of NOA.

**ADVERTISEMENT:** The NOA number preceded by the words "Miami-Dade County, Florida, and followed by the expiration date may be displayed in advertising literature. If any portion of the NOA is displayed, then it shall be done in its entirety.

**INSPECTION:** A copy of this entire NOA shall be provided to the user by the manufacturer or its distributors and shall be available for inspection at the job site at the request of the Building Official.

This NOA revises NOA # 04-0413.02 and, consists of this page, evidence page as well as approval document mentioned above.

The submitted documentation was reviewed by Candice H. Font PE.



**NOA No 05-4606.01**  
**Expiration Date: June 28, 2009**  
**Approval Date: November 03, 2005**  
**Page 1**

Best Rolling Doors, Inc.**NOTICE OF ACCEPTANCE: EVIDENCE PAGE****A DRAWINGS:**

1. Drawing prepared by Tiltco, Inc., titled: 16'-0" Max. 24 Gage Slat Roll-Up Door", Drawing No. 05-081, dated 05/16/05 with latest revision on 05/16/05, sheets 1 to 3 of 3, signed and sealed by W. A. Tilt Jr. PE.

**B TEST:**

1. Test report on Large Missile Impact Test per TAS 201, Cyclic Wind Pressure Test per TAS 203 and Uniform Static Air Pressure Test per TAS 202 on Series: Roll-Up Door; Steel Garage Door", prepared by Fenestration Testing Laboratory, Inc., laboratory # 2288, dated 05/05/99, signed and sealed by A. P. Gonzalez, PE.
2. Test report on Tensile Test per ASTM A370 on Flat Tensile Steel, prepared by ATC Associates Inc Laboratory Inc, Project # 13974.0001, dated 10/20/99, signed and sealed by S. R. Black PE.

**C CALCULATIONS:**

1. Calculations for attachment of guide to steel or masonry jamb, prepared by Tiltco, Inc with no date, sheets 1 to 26, signed and sealed by W. A. Tilt Jr. PE on 03/14/00.
2. Revised calculations of 16'-0" Max 24 gage Slat Roll-Up Door dated 05/16/05, signed and sealed by W.A. Tilt Jr. PE.

**D. QUALITY ASSURANCE:**


1. Building Code Compliance Office.

**E STATEMENTS:**

1. Clarification letter issued by Fenestration Testing Laboratory, Inc. on 03/05/01 and signed by A. Acevedo PE.
2. Code compliance letter, issued by Tiltco, Inc. on 08/27/99, signed and sealed by W. A. Tilt Jr. PE.
3. No-financial interest letter, issued by Tiltco, Inc. on 08/27/99, signed and sealed by W. A. Tilt Jr. PE.
- 4.

**F MATERIAL CERTIFICATION:**

1. Notice of Acceptance #01-1108.09, issued to Apache Products Company, and expiring on 01/11/2007.
2. Tensile test and affidavit complying with section 5 of the NOA, dated 09/28/03 signed by S. A. Suarez and notarized by M.R. Rivera.

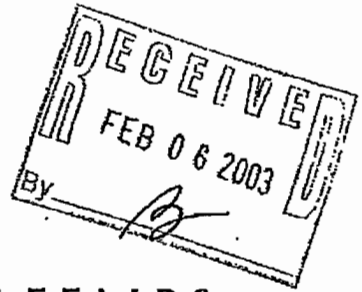
  
 11/28/05  
 Candido F. Font PE  
 Senior Product Control Examiner  
 NOA No 03-0686.01  
 Expiration Date: June 28, 2009  
 Approval Date: November 03, 2005

E-1

06/27/07

City Of Palmetto  
Fleet Maintenance  
Budget/Actual Report #4549  
FY2008 BUDGET TO COMMISSION 7/2/07

Account Number	Account Description	ACTUAL 2006	BUDGET 2007
-----			
FLEET MAINTENANCE DEPARTMENT			
0015491201	Regular Salaries	106,617	112,322
0015491295	Sick Leave Buyback	2,413	2,559
0015491401	Overtime	502	500
0015492101	FICA Taxes	7,847	8,631
0015492221	Retirement General Employee	12,908	22,870
0015492301	Life & Health Insurance	20,531	18,972
0015492401	Workers' Compensation	4,931	9,804
		-----	-----
	PERSONNEL EXPENSES	155,750	175,658
0015494051	Travel and Per Diem	0	1,000
0015494111	Communications	640	1,440
0015494415	Rental Expense	2,679	3,000
0015494512	Insurance	2,880	2,839
0015494634	Repair and Maintenance	3,446	14,215
0015494751	Printing and Binding	0	350
0015495112	Office Supplies	1	200
0015495215	Fuel Oil and Lubricants	1,206	2,500
0015495223	Operating Expenses	2,173	5,746
0015495239	Safety Program Expense	227	340
0015495242	Small Tools Minor Equip	462	5,000
0015495251	Uniforms	827	827
0015495413	Technical and Training	400	3,089
		-----	-----
	OPERATING EXPENSES	14,942	40,546
0015496200	Building	0	246
0015496401	Machinery & Equipment	8,197	2,000
0015496900	Capital Eqpmnt Financed	5,579	9,517
		-----	-----
	CAPITAL EQUIPMENT PURCHASES	13,777	11,763
		-----	-----
	TOTAL EXPENSES	184,468	227,967
		=====	=====



STATE OF FLORIDA  
**DEPARTMENT OF COMMUNITY AFFAIRS**

*"Dedicated to making Florida a better place to call home"*

JEB BUSH  
Governor

COLLEEN CASTILLE  
Secretary

January 30, 2003

The Honorable Larry Bustle, Mayor  
City of Palmetto  
Post Office Box 1209  
Palmetto, Florida 34220-1209

Dear Mayor Bustle:

Enclosed for your records is a copy of the executed July 31, 2000 Statewide Mutual Aid Agreement (SMAA) between the City of Palmetto and the State of Florida, Department of Community Affairs. The City of Palmetto's participation in the Mutual Aid Agreement will further enhance Florida's ability to plan for, respond to, and recover from a future disaster. Your participation in the Statewide Mutual Aid Program is vital to Florida's Emergency Management System and is greatly appreciated.

A report that lists all authorized representatives participating in the Statewide Mutual Aid Agreement is included in this packet. This report will be updated annually and distributed to all SMAA participants. Also included are updated Forms B & C of the agreement, which should replace pages 24-28 of the document. Thank you for your prompt attention to this agreement. Should questions arise regarding the report or agreement, please call Ms. Wendy Stewart at (850) 413-9974 or [wendy.stewart@dca.state.fl.us](mailto:wendy.stewart@dca.state.fl.us).

Respectfully,

W. Craig Fugate, Director  
Division of Emergency Management

WCF/wms

cc: Laurie Feagans, Director  
Manatee County Emergency Management

2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FLORIDA 32399-2100  
Phone: 850.488.8466/Suncom 278.8466 FAX: 850.921.0781/Suncom 291.0781  
Internet address: <http://www.dca.state.fl.us>

CRITICAL STATE CONCERN FIELD OFFICE  
2736 Overseas Highway, Suite 212  
Marathon, FL 33050-2227

COMMUNITY PLANNING  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100

EMERGENCY MANAGEMENT  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100

HOUSING & COMMUNITY DEVELOPMENT  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100

**STATE OF FLORIDA  
STATEWIDE MUTUAL AID AGREEMENT**

**FORM A**

Date: December 20, 2005

Name of Government: City of Palmetto  
Mailing Address: PO Box 1209  
City, State, Zip: Palmetto, FL 34221-1209

Authorized Representatives to Contact for Emergency Assistance:

**Primary Representative**

Name: Lawrence B. Bustle, Jr.  
Title: Mayor  
Address: 516 8<sup>th</sup> Avenue West, Palmetto, FL 34221  
Phone: 941.723.4570 Night Phone: Home 941.729.5461 Cell 941.737.7280  
Telecopier: 941.723.4576 Internet: mayor@palmettofl.org

**First Alternate Representative**

Name: Mike Mayer  
Title: Deputy Chief, Palmetto Police Department  
Address: 1115 - 10<sup>th</sup> Street West, Palmetto, FL 34221  
Day Phone: 941.723.4587 Night Phone: \_\_\_\_\_  
Telecopier: 941.723.4830 Internet: mmayer@palmettopolice.com

**Second Alternate Representative**

Name: Ronald J. Koper  
Title: Risk Manager  
Address: Public Works Department, 600 17<sup>th</sup> Street West, Palmetto, FL 34221  
Day Phone: 941.723.4580 Night Phone: 941.737.0283  
Telecopier: 941.721.6736 Internet: rkoper@palmettofl.org

**PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR**

Return to: Department of Community Affairs – Division of Emergency Management  
2555 Shumard Oak Boulevard – Tallahassee, Florida 32399-2100  
Agreement Date: July 31, 2000 Form A Revision Date: July 25, 2003

# **FACILITY EVALUATION**

**EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE TRUST FUND  
ARC 4496 Evaluation Questionnaire**

**Additional Instructions and Clarifications**

1. Please review ARC 4496 before beginning the project identification process. Note all construction deficiencies with respect to ARC 4496 for individual buildings, and address each deficiency with a corrective action.
2. Prepare an individual ARC 4496 Questionnaire form for each individual building being evaluated. DO NOT combine several buildings or a campus onto a single submittal form. An Open-Plan building that has a common exterior wall and roof system (building envelope) may be considered a single building.
3. For entries that provide a multiple choice format, choose the response that is "typical" for the individual building being evaluated. For buildings that have multiple construction materials (or characteristics) and can not be described with a single entry, provide a description (and sketches) of the building. Also assume the weakest materials will be a soft-spot, and therefore the limiting factor with respect to wind performance.
4. Multiple projects can be submitted for each individual building (e.g., window shuttering, door head and foot bolts, gable-end bracing, generator prewiring, etc.). Please describe the tangible benefits that will be provided by each individual project (e.g., 250 additional shelter spaces if shuttering is performed) and a cost-estimate for each individual project.
5. Please note the definition of reinforced and partially reinforced masonry when determining applicable General and Wall Construction Type entries.

**Partially Reinforced Masonry** - For 8-inch hollow concrete masonry units (CMU), the maximum spacing of vertical reinforcement (rebar) at exterior walls shall be 8 feet 0 inches; 12-inch CMU can be extended to 11 feet 4 inches. Reinforcement shall be provided at each side of wall openings, corners, and wall-to-wall intersections. An alternative to reinforced cell construction is pilaster bond-beam systems. For 8-inch CMU, the maximum spacing for pilaster reinforcement (4-bar minimum pilasters) shall be 13 feet 6 inches; 12-inch CMU pilaster reinforcement can be extended to 20 feet 0 inches. Horizontal reinforcement must be present at roof and floor levels and above and below wall openings. Interior masonry bearing and/or "core area" walls shall meet the same reinforcement spacing requirements as exterior walls.

**Reinforced Masonry** - Reinforced masonry has the same definition as partially reinforced masonry above, except that the maximum spacing of the principal vertical reinforcement can not exceed six times the wall thickness or 4 feet 0 inches. The presence of pilasters does not have an effect upon a masonry walls classification as reinforced masonry.

6. For the purposes of this report, standard weight (wgt) concrete will have a minimum density of 100 pounds per cubic foot and minimum compressive strength of 2500 pounds per square inch.

**EMPATF – ARC 4496 QUESTIONNAIRE**

County: Manatee County

Facility Name: City of Palmetto Department of Public Works Garage

Address: 600 17<sup>th</sup> St. W. Palmetto, FL 34221

Current Ownership of Facility: (Public, Private) Public

Is Facility currently used as a Shelter?      Yes \_\_\_\_\_      No x

If answer is Yes, complete the following two items:

Has the Facility been reviewed by a representative of the American Red Cross using the guidelines of ARC 3031, "Mass Care: Preparedness and Operations"?

Yes \_\_\_\_\_ No \_\_\_\_\_

If answer is yes, attach completed copy of ARC 6564, "Mass Care Facility Survey", if available.

Storm Surge (SLOSH) Zone that Facility is located within, circle appropriate response:

1\*    2    3    4    5    None      \* - includes Tropical Storm

NFIP Flood (FIRM) Zone that Facility is located within, circle appropriate response:

A \_\_\_\_\_ B    C    D    X    V zones will not be considered!

If applicable, is Facility/Shelter floor elevation above Base Flood Elevation (BFE) or SLOSH Category 4 flood elevation?

Yes \_\_\_\_\_ No \_\_\_\_\_

Additional comments concerning flooding issues: \_\_\_\_\_

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Facility Name Palmetto Department of Public Works Garage

Page 2 of       

**FACILITY DESCRIPTION:**

Year Built                     

Has building been inspected by structural engineer, architect, construction technician, or other knowledgeable building construction inspector?      Yes                           No                     

General Construction Classification, **check only one response** as appropriate:

High Rise Structure (6+ stories)	<u>                    </u>	Light Steel Frame (tapered section)	<u>                    </u>
Reinforced Concrete Frame	<u>                    </u>	Heavy Timber or Glulam Frame	<u>                    </u>
Heavy Steel Frame ( I - section)	<u>                    </u>	Unreinforced Masonry	<u>                    </u>
Reinforced Masonry	<u>                    </u>	Light Metal or Wood Stud	<u>                    </u>

Exterior Wall Construction, **check only one response** as appropriate:

Reinforced Masonry (Rebar @ 4 ft. centers or closer)	<u>                    </u>	Light Wood or Metal Stud w/ 1/2 inch or thicker plywood	<u>                    </u>
Partial Reinforced Masonry (Rebar @ 9 ft. centers or closer)	<u>                    </u>	Light Wood or Metal Stud w/ light non-plywood sheathing	<u>                    </u>
Unreinforced Masonry or Rebar spacing unknown	<u>                    </u>	Large Panel Glass or other Glazed Panel or Block System	<u>                    </u>
Reinforced Concrete or Precast Concrete Panels	<u>                    </u>	Metal Sheets or panels or other Light Architectural Panel Systems	<u>                    </u>

Does the exterior walls have a brick or stone veneer (3 to 4 inches thick)?

Yes                      No   x  

What is the percentage of Glass in the exterior walls (to the closest 5 %)?     0     %

Are there "store-front", atrium, or clerestory sections of glazing in the exterior walls?

Yes                      No   x  

Are there fixed or operable shutters or other window coverings that will protect windows from small debris impact?

Yes                      No

**FACILITY DESCRIPTION (cont'd):**

Roof Construction, **check only one response** as appropriate:

Cast-in-place Reinforced Concrete (standard wgt concrete, 3 inch min.) _____	Plywood on wood or metal joist or truss _____
Precast Concrete Panels ("T's", "Double T's", Planks, etc.) _____	Wood boards or T & G deck on wood joist or truss _____
Metal Decking w/ <b>standard wgt</b> concrete (3 inch min.) on metal joist, truss or beam _____	Fiberboard or Tectum on wood or metal joist or truss _____
Other Metal Decking Systems ( <b>insulating concrete and/or rigid</b> <b>insulation</b> or other light coverings) _____	Poured Gypsum on Formboard Decking on wood or metal joist or truss _____

Roof Geometry, check appropriate response:

Flat or low slope (< 1:12) \_\_\_\_\_ Gable-end \_\_\_\_\_ Hip System \_\_\_\_\_

Shed System \_\_\_\_\_ Other \_\_\_\_\_

Is Roof Slope greater than 30 degrees (6:12)? Yes \_\_\_\_\_ No \_\_\_\_\_

Does the roof have a long span area (unsupported span of greater than 40 ft.)?

Yes \_\_\_\_\_ No \_\_\_\_\_

Are Roof Eaves/Overhangs (width > 1 ft.) present that connect directly to the roof structure?

Yes \_\_\_\_\_ No \_\_\_\_\_

Are appropriate load-path connections present for the building's construction type?  
(e.g., hurricane clips and straps for wood-frame construction)

Yes \_\_\_\_\_ No \_\_\_\_\_

If Parapet(s) are present and roof ponding is a threat, are emergency overflow scuppers present?

Yes \_\_\_\_\_ No \_\_\_\_\_

Are Skylights or other overhead Atrium glass or plastic units present?

Yes \_\_\_\_\_ No \_\_\_\_\_

Facility Name \_\_\_\_\_

Page 4 of \_\_\_\_\_

**FACILITY DESCRIPTION (cont'd):**

Describe General Condition of the Building:

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Describe other construction features (features that enhance and detract from usage) and/or site specific special hazards (e.g., HazMat (Sec. 302), close proximity debris sources, etc.) associated with this facility that should be considered when the Division of Emergency Management reviews this proposal:

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Describe wind or other storm effects damage history of this facility (e.g., severe roof leaks, etc.):

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**RESOLUTION NO. 08-41**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALMETTO, FLORIDA, AMENDING RESOLUTION NO. 08-32, WHICH RESOLUTION ADOPTED THE BUDGET FOR FISCAL YEAR 2008-2009, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, from time to time it is necessary to increase or decrease revenues and expenditures in certain accounts, and;

**WHEREAS**, it is necessary to provide budgetary authorization for the expenditure of these funds;

**NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COMMISSION OF THE CITY OF PALMETTO, FLORIDA:**

**Section 1:** That Expense Account 307-541-5302, Materials-Road Repairs, for the fiscal year ending September 30, 2009 is decreased by Eleven Thousand Nine Hundred Fifty dollars (\$11,950), to decrease and move the budget for the installation of new garage doors in the Fleet Building.

**Section 2:** That Expense Account 307-541-3900, Transfer Out, for the fiscal year ending September 30, 2009 is increased by Eleven Thousand Nine Hundred Fifty dollars (\$11,950), to decrease and move the budget for the installation of new garage doors in the Fleet Building.

**Section 3:** That Expense Account 001-549-6200, Materials-Road Repairs, for the fiscal year ending September 30, 2009 is increased by Eleven Thousand Nine Hundred Fifty dollars (\$11,950), to decrease and move the budget for the installation of new garage doors in the Fleet Building.

**Section 4:** That Revenue Account 001-382-3070, Transfers-in, for the fiscal year ending September 30, 2009 is increased by Eleven Thousand Nine Hundred Fifty dollars (\$11,950), to decrease and move the budget for the installation of new garage doors in the Fleet Building.

**Section 5:** This Resolution shall become effective immediately upon its passage.

**Section 6:** All Resolutions and parts of Resolutions in conflict herewith are repealed.

**PASSED AND DULY ADOPTED**, in regular session, by the City Commission of the City of Palmetto, with a quorum present and voting, this 15th day of December, 2008.

CITY OF PALMETTO, FLORIDA  
BY AND THROUGH THE CITY  
COMMISSION OF THE CITY OF  
PALMETTO

By: \_\_\_\_\_  
SHIRLEY GROOVER BRYANT,  
MAYOR

ATTEST: JAMES R. FREEMAN

By: \_\_\_\_\_  
City Clerk