

RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HLMP & SHELTER DEVELOPMENT

REQUEST FOR REVIEW AND APPROVAL	
RECIPIENT:	City of Edgewater
PROJECT #:	DEM-HL00112
PROJECT TITLE:	City of Edgewater Fire Station 57 Retrofit
CONTRACT #:	B0257
MODIFICATION #:	1

RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Kathleen Capetillo Administrative Assistant 1605 S. Ridgewood Ave. Edgewater, FL 32132

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

	COMPLETE
<input type="checkbox"/>	This form is required to be included with all Reviews, Approvals, and Submittals
<input type="checkbox"/>	Reviewed and Approved
<input type="checkbox"/>	Signed & Dated Electronic Copy by Official Representative
<input type="checkbox"/>	Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
<input checked="" type="checkbox"/>	Attachment I – Contracts with Non-Profit Organizations - completed, signed, and dated
<input type="checkbox"/>	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 815-4515 or email me at Jillian.Holzman@em.myflorida.com.

Contract Number:
B0257

Project Number:
DEM-HL00112

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

This Modification Number One is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and City of Edgewater ("the Recipient") to modify Contract Number: B0257 dated July 17, 2025 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Recipient under the Hurricane Loss Mitigation Program of \$230,000.00 in State Funds; and

WHEREAS, the Division and the Recipient intend to modify the Agreement; and

WHEREAS, the Division and the Recipient intend to modify the Budget and Scope of Work by increasing the State Funding by \$9,423.00 under the Agreement.

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

1. The Agreement is amended to increase the State Funding by \$9,423.00 for the maximum amount payable under the Agreement to \$239,423.00, (Two Hundred Thirty-Nine Thousand Four Hundred Twenty-Three).
2. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 1st Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
3. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
4. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.
5. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.
6. Attachment L - Florida Accountability Contract Tracking System (FACTS) Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes, Instructions and Worksheet is hereby incorporated into the Agreement and is required to be completed by the subrecipient and returned the Division.

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

RECIPIENT: CITY OF EDGEWATER

By: _____

Name and Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

**ATTACHMENT A
SCOPE OF WORK AND BUDGET
FIRST REVISION**

STATEMENT OF PURPOSE

The purpose of this Scope of Work is to provide protection to the City of Edgewater Fire Station 57, in Edgewater, Volusia County, Florida, funded through the Hurricane Loss Mitigation Program (HLMP) DEM-HL00112, as approved by the Florida Division of Emergency Management (Division).

The Recipient, The City of Edgewater, agrees to administer and complete the project per scope of work as submitted by the Recipient and subsequently approved by the Division. The Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW

As a Hurricane Loss Mitigation Program (HLMP) project, the Recipient shall provide protection to the City of Edgewater Fire Station 57 located at Edgewater, Volusia County, Florida.

The HLMP project shall provide protection to the City of Edgewater Fire Station 57 by installing impact resistant exterior doors and bay doors.

TASKS AND DELIVERABLES

(A) Tasks

Task 1: Procurement

Based on the approved scope of work, the Recipient shall procure the services of a Qualified and Licensed Florida Contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and in accordance with the Recipient's procurement policy as well as all State Laws and Regulations. All procurement activities shall contain sufficient source documentation.

Per Section 17 Subcontracts of this Agreement, 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.

Final procurement documentation is due within sixty (60) dates of the contract execution date.

Task 2: Construction

Upon approval of Task 1 by the Division, the construction phase shall commence.

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

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

The Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in state and federally funded projects.

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

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

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

The Recipient shall provide copies of professional licenses for contractors selected to perform services.

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

Task 3: Reimbursement and Expenses

During the course of this agreement, the Recipient shall submit requests for reimbursement. The HLMP grant is a cost-reimbursement grant. The Division will reimburse the Recipient only for allowable costs incurred by the Recipient upon successful completion of each deliverable. Any costs incurred prior to an award and after the period of agreement end date, will not be eligible for reimbursement.

Adequate and complete source documentation shall be submitted to support all costs (state share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

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

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

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

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

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Recipient. Quarterly Reports shall be submitted by the Recipient and received by the Division at the times provided in this agreement (fifteen (15) calendar days after the close of the quarter) prior to the processing of any reimbursement.

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

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

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

Task 4: Close-Out Package and Final Inspection

The Recipient shall monitor and manage the procurement and installation of all products in accordance with the PIS and associated documentation as presented to and approved by the Division. The Recipient shall ensure that all applicable State and Local Laws and Regulations are followed and documented, as appropriate.

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

Upon completion of the work, the Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Recipient prior to Recipient's submittal of the final inspection request to the Division.

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

- 1) Copy of Permit(s), notice of commencement.
- 2) Local Building Official Inspection Report and Final Approval.
- 3) A copy of electrical designs, specifications, and/or drawings elaborated to complete the scope.
- 4) Signed and Sealed copy of the as-built plans, as applicable.
- 5) Certified Letter of Completion, as applicable:
 - a. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
 - b. Certifying Compliance with all applicable codes.
- 6) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 7) Proof of compliance with Project Conditions and Requirements contained herein.

A post inspection must be carried out by the Recipient and a member of the Division's Technical Unit to ensure that all activities on the scope of work have been properly completed in compliance with issued building permits, as well as all applicable Florida Building Codes, local building codes, industry standards, and Manufacturer's Specifications.

A request for closeout must be received by the Division on or before June 15, 2026.

(B) Deliverables

Mitigation activities consist of providing protection to City of Edgewater Fire Station 57 located at Edgewater, Volusia County, Florida.

The HLMP project shall provide protection to the City of Edgewater Fire Station 57 by installing impact resistant exterior doors and bay doors.

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

PROJECT CONDITIONS AND REQUIREMENTS

(A) Engineering

- 1) The Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Recipient shall submit a signed and sealed final copy of the completed project's as-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.

- 4) The Recipient shall submit a final copy of any electrical designs, specifications, and/or drawings elaborated to complete the job, as applicable.
- 5) The Recipient shall submit a certified letter of completion from the Engineer of Record, as applicable. The Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
- 6) The Recipient shall submit all Product Specifications/Data Sheet(s) (technical standards) satisfying the protection requirements on all products utilized.
- 7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 8) The Recipient shall follow all applicable State and Local Laws, Regulations, and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate State and Local permits and clearances may jeopardize funding.

(B) Environmental

- 1) The Recipient shall follow all applicable state and local laws, regulations, and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate state and local environmental permits and clearances may jeopardize federal funding.
- 2) Any change, addition, or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by the Division but done substantially at the same time) shall require resubmission to the Division for revaluation of compliance prior to initiation of any work. Non-compliance with the requirements may jeopardize the Division's ability to fund this project. A change in the scope of work shall be approved by the Division in advance regardless of the budget implications.
- 3) If any ground disturbance activities occur during construction, the Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division.
- 4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

(C) Programmatic

- 1) The Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division shall approve of any change in the scope of work in advance, regardless of the budget implementations.
- 3) The Recipient must obtain "prior written approval" for any budget revision from the Division.
- 4) Any requests for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of sixty (60) days prior to the expiration date, for Division consideration and processing.
- 5) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 6) Project Management Costs: If requested in the application, HLMP program provides funding to Recipients to efficiently manage the grant and complete activities in a timely manner.
 - a. Project management costs must be reasonable, allowable, allocable and necessary to the overall project.
 - b. Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
 - c. Project management costs cannot exceed 5% of the total project costs awarded.
 - d. Project management costs are state funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

- e. If the final project reconciliation results in a reduction of total project costs, any resulting project management cost overpayment shall be reimbursed back to the Division prior to closeout.
- 7) A request for final inspection and closeout must be received by the Division on or before June 15, 2026.
- 8) Final inspection request documentation must be received, including:
 - a. Request for Final Inspection on Recipient letterhead identifying the HLMP project number, contract number, and must include the following statements:
 - i. The project is 100% complete,
 - ii. The approved Scope of Work per this project and agreement has been completed and
 - iii. All relevant building Codes and Standards have been satisfied.
 - b. Electronic folders for each individual structure. The folders must have PDF formatted documents for each of the following:
 - i. Color photographs documenting mitigation work (pre and post)
 - ii. Building Permit
 - iii. Post-Inspection Reports/Certificates of Completion for each structure,
 - iv. Florida Approved Product Codes or Miami-Dade Approval Codes, Notice of Acceptance/Product Approvals
 - v. All applicable Lien Waivers
 - c. An Electronic Spreadsheet to include:
 - i. Property Owner's Name
 - ii. Property Address
 - iii. Pre and Post Inspection Dates
 - iv. Mitigation Measures Completed
 - v. Total Mitigation Cost
- 9) Ten percent of the project's total approved budget must be held by the Division until the final inspection is complete. The "Final Reimbursement Request" must be submitted by August 15, 2026.

FINANCIAL CONSEQUENCES

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

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

KEY DATES

The Division retains the right to review all Recipients for performance. The key dates are designed to aid the Recipient in fully expending the grant funding awarded. The Division will monitor the Recipient's performance by using the following dates as project milestones. Should the Recipient not be able to adhere to this schedule, please contact the Division immediately for consideration and instructions to request a period of performance extension.

Table 1:

KEY ACTIVITY	DUE DATE	COMMENT

Deliverable 1: Procurement and PIS Submission	No later than 60 days post contract execution.	Refer to Task 1: Procurement
Deliverable 2: Construction	To be completed by June 1, 2026.	Refer to Task 2: Construction
Deliverable 3: Reimbursements	To be submitted at least quarterly.	Refer to Task 3: Reimbursement and Expenses
Deliverable 4: Final Inspection & Close-Out Package	No later than June 15, 2026.	Refer to Task 4: Close-Out Package and Final Inspection
Submission of Quarterly Reports	No later than 15 days after the end of the quarter.	Quarterly Reports are due on September 30, December 31, March 31, and June 30.

FUNDING SUMMARY TOTALS

Budget

State Share:	\$239,423.00	(100%)
Local Share:	\$0.00	(0%)
Total Project Cost:	\$239,423.00	(100%)

*Line-Item Budget

	<u>Project Cost</u>	<u>State Share</u>	<u>Local Share</u>
Impact Resistant Bay Doors	\$215,863.00	\$215,863.00	\$0.00
Electrical Work for Bay Doors	\$7,900.00	\$7,900.00	\$0.00
Impact Resistant Doors	\$15,660.00	\$15,660.00	\$0.00
Project Total:	\$239,423.00	\$239,423.00	\$0.00

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

This is HLMP Project Number DEM-HL00112, City of Edgewater. The Period of Performance shall begin upon the award date of July 17, 2025, and ends on **June 30, 2026**.

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

PURPOSE: Section 215.985, Florida Statutes (F.S.), amended in 2023, requires that each contract for which a state entity makes a payment pursuant to a contract executed, amended, or extended on or after July 1, 2023, the Division shall post any documents submitted pursuant to s. 216.1366, F.S., which indicates the use of state funds as remuneration under the contract or a specified payment associated with the contract on the contract tracking system.

CONTRACT DOCUMENTATION REQUIREMENTS

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

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

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

• As used in this subsection, the term:

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

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

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

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

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

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

Total Compensation Paid to Non-Profit Personnel Using State Funds

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