

AGREEMENT
BETWEEN THE STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS
AND
Nassau County

This Agreement entered into by and between the Department of Community Affairs (Grantee) and Nassau County (Subgrantee), shall govern certain emergency management-related activities to be financed by the Grantee.

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

I. TERMS OF AGREEMENT

A. This Agreement shall begin on October 1, 1998 and shall continue in full force and effect to, and including, September 30, 1999.

B. The Grantee agrees to allocate to the Subgrantee the maximum sum of \$26,049 which the Subgrantee will match with \$26,049 to initiate the successful completion of the activities/projects in the approved five year strategic plan submitted by this Subgrantee and which are applicable to the period of performance of this contract.

C. It is agreed that liability of the Grantee under this Agreement shall not exceed the total funds received and allocated by the Grantee for this Agreement.

D. The Grantee or Subgrantee may terminate this Agreement for breach of contract, or in the event of non-availability of funds, with such notice as is reasonable under the circumstances. 3The 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, Florida Statutes. Either party may terminate this Agreement without cause by giving thirty (30) days written notice to the other party.

E. The Subgrantee, in performing the requirements of this Agreement, shall comply with all applicable laws, rules, regulations, ordinances and codes of the federal, state and local governments. The payment of funding provided by this Agreement is contingent upon compliance with all applicable laws, rules, regulations, ordinances and codes of the federal, state and local governments. Non-compliance may result in the withholding of funds and the suspension and termination of this Agreement.

II. REQUIREMENTS AND ASSURANCES

A. General Provisions. The Subgrantee hereby assures and certifies that it will comply with all applicable regulations, policies, guidelines and requirements, including 44 CFR (Code of Federal Regulations) Part 13 ("Common Rule") and the Statement of Assurances included as Attachment A to this Agreement, 44 CFR Part 302, Office of Management and Budget (OMB) Circulars A-87 and A-133, as they relate to application, acceptance and use of federal funds under this Agreement. Subgrantee also certifies it shall comply with chapter 252, F.S., Rule Chapters 9G-6, 9G-7, 9G-11, and 9G-19, F.A.C., as a condition of the receipt and acceptance of funds under this Agreement.

B. Lobbying.

1. The Subgrantee certifies, by signing this Agreement, that to the best of his or her knowledge and belief, no federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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. Pursuant to Section 216.347, Florida Statutes, the Subgrantee agrees that no funds from this Agreement will be expended for the purpose of lobbying the Legislature or a state agency.

C. Scope of Work. The Subgrantee will comply with the approved "Five Year Strategic Plan", hereinafter referred to as the "Strategic Plan", submitted by the county describing the activities/projects to be accomplished this year under this State and Local Assistance (SLA) Agreement. Such approved Strategic Plan is on file for Subgrantee and has been previously routed for approval with the Subgrantee's Emergency Management Preparedness and Assistance (EMPA) Base Grant. At a minimum, Subgrantee shall complete those tasks identified in its Strategic Plan to be performed during the period of this Agreement. Failure to timely complete tasks identified in the Strategic Plan may constitute grounds for withholding funds and suspension and termination of this Agreement.

D. Compensation and Financial Reporting Requirements.

1. The Subgrantee shall use the funds available under this Agreement to pay for State and Local Assistance personnel, travel and administrative expenditures. OMB Circular A-87 should be used to provide guidance concerning allowable and unallowable expenditures. The Subgrantee may receive full reimbursement of all eligible expenditures incurred during each quarter for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed the total allocation shown in Paragraph I.B. of this Agreement.

2. Expenditure Reports/Reimbursement Requests must be submitted to the Grantee on a quarterly basis and are due within thirty (30) days after the end of each quarter. Progress reports must be submitted to the Grantee on a semiannual basis according to the requirements set forth in the Subgrantee's EMPA base grant for the same fiscal period. A final Close-out Report is due within forty-five (45) days after the termination of this Agreement. The Subgrantee shall not receive reimbursement for final expenditures until the final EMPA progress report is received, previous payments are audited and final approval has been made by the Grantee.

3. Any acquisitions that exceed \$5,000 (each item) must have prior written approval from the Florida Division of Emergency Management (DEM) Director's Office.

E. Fiscal and Program Accountability. The Subgrantee must establish fiscal control of subgrant funds and required matching expenditures as required in Federal Emergency Management Agency (FEMA) regulations and OMB Circulars. The Subgrantee acknowledges that it has full responsibility for fiscal and programmatic accountability for this subgrant. In the event the Subgrantee is unable to produce records capable of being audited without reconstruction by auditors, all funds paid under this Agreement by the Grantee to the Subgrantee shall be disallowed and subject to repayment. The accounting system established and maintained by the Subgrantee must have internal controls adequate to safeguard the assets of the Subgrantee, check the accuracy and reliability of accounting data, promote operating efficiency and ensure compliance with described management policies of this Agreement.

F. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for an accurate and timely recording of receipt of funds by type of expenditures made from such funds and of unexpended balances. Accounting procedures must be adequate to ensure that expenditures charged to this subgrant are for allowable purposes and that documentation is readily available to verify that such charges are accurate. Failure to create and maintain said documentation may result in the disallowance and recovery of funds.

G. Unexpended Funds. Unexpended funds which are reflected on the final Close-out Report referred to in Paragraph II.D. above will automatically revert to the Grantee, and the Grantee reserves the right to unilaterally reobligate such funds.

H. Obligation of Grant Funds. Subgrant funds shall not be obligated prior to the effective date, or subsequent to the termination date, of the subgrant period. Obligations outstanding as of the termination date shall be liquidated within thirty (30) days. Such obligations must be related to goods or services provided and utilized within the subgrant period.

I. Retention of Records.

1. All original records pertinent to this Agreement shall be retained by the Subgrantee for three years following the date of termination of this Agreement or of submission of the final close-out report, whichever is later. However, if any litigation, claim or audit is started before the expiration of the three-year period and extends beyond the three-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

2. All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Scope of Work shown in paragraph II.C. and all other applicable laws and regulations.

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

J. Audit Requirements. The Subgrantee 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.

1. These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Grantee. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

2. The Subgrantee shall also provide the Grantee with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

3. The Subgrantee shall provide the Grantee with an annual financial audit report which meets the requirements of Sections 11.45 and 216.349, Florida Statutes, and Chapter 10.550, Rules of the Auditor General, and to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507 as amended 1996, OMB Circular A-133 for the purposes of auditing and monitoring the funds awarded under this Agreement.

4. The annual financial audit report shall include all management letters and the Subgrantee's response to all findings, including corrective actions to be taken.

5. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and grant revenue by sponsoring agency and Agreement number.

6. The complete financial audit report, including all items specified in J.4. and 5. above, is due on or before April 30, 2000 and shall be sent directly to:

Department of Community Affairs
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

7. In the event the audit shows that the entire amount of awarded funds, or any portion thereof, was not spent in accordance with the conditions of this Agreement, the Subgrantee shall be held liable for reimbursement to the Grantee of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Grantee has notified the Subgrantee of such non-compliance. The Grantee may offset current awarded funds to reimburse for previous year non-compliance. If the Subgrantee fails to provide the reimbursement within 30 (thirty) days, then the Subgrantee authorizes the Grantee to deduct the amount to be reimbursed from any funds awarded to the Subgrantee but not yet released by the Grantee.

8. The Subgrantee shall have all audits completed by an independent public accountant (IPA) who shall be either a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above.

K. Modification of Agreement. Either party may request modification of the provisions of this Agreement. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement. However, the funding amount and match commitment identified in paragraph I. B.

L. Notice and Contact.

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

2. The Representative of the Grantee is the Grantee contract manager for this Agreement, Suzanne F. Adams, Bureau of Compliance Planning and Support, Division of Emergency Management.

3. The signer of this Agreement or his/her designee shall be the County's Contract Manager. All communications, written or oral, relating to this Agreement shall be directed to him/her at the following address:

TERRY L. EBY
P.O. BOX 1010
FERNANDINA BEACH, FL 32035-1010
Telephone#: ~~904~~ 321-5732

4. All payments relating to this Agreement shall be mailed to the following address:

CLERK OF COURTS
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
P.O. BOX 1010
FERNANDINA BEACH, FL 32035-1010

5. In the event that different representatives are designated by either party after execution of this Agreement, notice of the name, title, address and telephone number of the new representative will be rendered as provided in paragraphs L.3. and L.4. above.

M. Subcontracts.

1. If the Subgrantee subcontracts any or all of the work required under this Agreement, the Subgrantee agrees to include in the subcontract language binding the subcontractor to the terms and conditions of this Agreement with the Grantee.

2. The Subgrantee agrees to include in the subcontract language stating that the subcontractor shall hold the Grantee and Subgrantee harmless against all claims of whatever nature which may arise out of the subcontractor's performance of work under this Agreement, to the extent allowed by law.

3. If the Subgrantee subcontracts, a copy of the executed subcontract must be forwarded to the Grantee within thirty (30) days after execution.

III. STANDARD CONDITIONS

A. Bills for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

B. Bills for any travel expenses must be submitted in accordance with Section 112.061, Florida Statutes.

C. Units of deliverables, including reports, findings, and drafts as specified in Paragraph II.C. of this Agreement, must be received and accepted by the contract manager prior to payment.

D. The Grantee may unilaterally cancel this agreement for refusal by the Subgrantee to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Subgrantee in conjunction with this Agreement. It is expressly understood that substantial evidence of the Subgrantee's refusal to comply with this provision shall constitute a breach of contract.

E. 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 Department 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 Department.

F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

IV. LEGAL AUTHORIZATION

The Subgrantee certifies with respect to this Agreement that it possesses legal authority to receive the funds to be provided under this Agreement. The Subgrantee also certifies that the undersigned possesses the authority to legally execute and bind Subgrantee to the terms of this Agreement.

The Subgrantee acknowledges that the responsibility for complying with the approved subgrant award rests with the Subgrantee and acknowledges that failure to do so constitutes grounds for the recession or suspension of this subgrant and may influence future subgrant awards.

IN WITNESS HEREOF, the Grantee and the Subgrantee have executed this Agreement;

FOR THE SUBGRANTEE:

FOR THE GRANTEE:
STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

BY: J. H. Cooper
Authorized County Official

BY: Joseph F. Myers
Authorized Department Official

J. H. Cooper
Chairman
Name/Title

Joseph F. Myers/Division Director
Name/Title

June 14, 1999
Date

6/28/99
Date

Federal Employer ID # 59-1863042
Catalog of Federal Domestic Assistance Number and Program
CFDA # 83.534 State and Local Assistance (SLA)

ATTEST:

J. M. Oxley, Jr.
J. M. "Chip" Oxley, Jr.
Ex-Officio Clerk

Approved as to Form by the
Nassau County Attorney

Michael S. Mullin
Michael S. Mullin

Attachment A

STATEMENT OF ASSURANCES

To the extent the following provisions apply to the award of assistance in this Agreement, as determined by the awarding agency, the Subgrantee hereby assures and certifies that:

- (a) It possesses legal authority to enter into this agreement, and to execute the proposed program;
- (b) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the execution of the disaster relief funding agreement with the Grantee, including all understandings and assurances contained therein, and directing and authorizing the Subgrantee's chief ADMINISTRATIVE officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise from the same. No member, officer, or employee of the Subgrantee or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The Subgrantee shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose state above;
- (d) All Subgrantee contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Subgrantee for eligible contract work completed prior to the date the notice of suspension of funding was received by the Subgrantee. Any cost incurred after a notice of suspension or termination is received by the Subgrantee may not be funded with funds provided under this Agreement unless previously approved in writing by the Grantee. All Subgrantee contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with:

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Subgrantee, this assurance shall obligate the Subgrantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C.: 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

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

(h) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, FS;

(i) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(j) It will comply with the provisions of 18 USC 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;

(k) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973 as amended, 42 USC 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

(l) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR Part 40 for residential structures. The Subgrantee will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(m) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) abiding by the terms and conditions of the "Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Department of Community Affairs and the Advisory Council on Historic Preservation, (PA)" which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470f, and implementing regulations in 36 CFR part 800.

(4) When any of Recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR 800.2(e), the Federal Emergency Management Agency (FEMA) may require Recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards), the Secretary of the Interior's Guidelines for Archaeological Documentation (Guidelines) (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the

Standards, Recipient agrees to participate in consultations to develop, and, after execution by all parties, to abide by, a written agreement that establishes mitigation and recordation measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) Recipient agrees to notify FEMA and the Department if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation for footings and foundations; and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise Recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery of archeological data from the property. If Recipient is unable to avoid the archeological property, develop, in consultation with the SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties." Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.

(6) Recipient shall notify the Department and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify an HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. Recipient acknowledges that FEMA may require Recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. Recipient further acknowledges that FEMA may require Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. Recipient also acknowledges that FEMA will require, and Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) Recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.

- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C.: 1681-1683 and 1685 - 1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C.: 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto;
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, 7 U.S.C. 2131-2159, pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 2000c and 42 3601-3619, as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or nation origin;
- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (v) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626;
- (w) It will comply with the Endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq;
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958; 16 U.S.C. 661-666.

(jj) With respect to demolition activities, it will:

1. Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

2. Return the property to its natural state as though no improvements had ever been contained there on.

3. Furnish documentation of all qualified personnel, licences and all equipment necessary to inspect buildings located in Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U. S. Environmental Protection Agency the Florida Department of Environmental Protection and the County Health Department.

4. Provide documentation of the inspection results for each structure to indicate:

- a. Safety Hazards Present

- b. Health Hazards Present

- c. Hazardous Materials Present

5. Provide supervision over contractors or employees employed by Recipient to remove asbestos and lead from demolished or otherwise applicable structures.
6. Leave the demolished site clean, level and free of debris.
7. Notify the Department promptly of any unusual existing condition which hampers the contractors work.
8. Obtain all required permits.
9. Provide addresses and marked maps for each site where water wells or septic tanks are to be closed along with the number of wells located on each site.
10. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94 -163).
11. Comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act [42 U.S.C. 1857(h)], Section 508 of the Clean Water Act (33 U.S.1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). This clause shall be added to any subcontracts.
12. Provide documentation of public notices for demolition activities.