



**AGREEMENT FOR DISASTER RECOVERY PERFORMANCE AUDITING AND MANAGEMENT
CONSULTING SERVICES BETWEEN BLUE SKY EMERGENCY MANAGEMENT (DBA THE
INTEGRITY GROUP) AND THE TOWN OF EATONVILLE, FLORIDA**

CONTRACT NUMBER: _____

This agreement entered into this 11th day of July 2022 by the Town of Eatonville (hereinafter "the Town") located at 307 E. Kennedy Blvd. Eatonville, Florida 32751 and Blue Sky Emergency Management/ Integrity Group (hereinafter "Contractor"), located at 2120 Killarney Way, Tallahassee Florida 32309, collectively referred to as the "Parties."

RECITALS

WHEREAS, various National Disasters have and will in the future impact the Town, causing significant loss and damages to homes, businesses, property, and government facilities;

WHEREAS, National Disaster and the resulting impacts on public facilities and infrastructure create a threat to the public health, welfare, and safety;

WHEREAS, the Town has examined the need for a qualified consulting firm to provide audit review and administration of all disaster related response and recovery efforts and funding sources (including insurance claims, FEMA Public Assistance & Individual Assistant grants, hazard mitigation programs and other federal and state recovery funding to ensure and maximum response funding and recovery and mitigation benefits related to past and future disaster events have been realized;

WHEREAS, the Contractor desires to provide such services, in accordance with this Agreement and the required contract provisions set forth in Exhibit A of this Agreement, commencing on the date set forth above;

WHEREAS, the Town has reviewed the Florida State Term Contract for financial and performance auditing/management (STC # 84111600-20-1) and deemed the Contractor as the best choice for the provision of services to the Town since the contractor is one of the state term contract vendors offering all 5 of the service components of the referenced state term contract, including economy and efficiency audits, program results and program fraud audits, and internal control audits; and

WHEREAS, Town Ordinance 2006-7, Section 2.2.3 authorizes the use of the Florida State Term Contract in lieu of a separate procurement process—enabling the Town to expedite this contract and the initial Task Order;

NOW THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the Parties agree as follows:

1. STATUS AS INDEPENDENT CONTRACTOR

This Agreement does not constitute a hiring by either party. It is the Parties' intention that Contractor shall have independent contractor status and shall not be an employee of the Town for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code 401(k), the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code, and other benefit payments and third-party liability claims. This Agreement shall not be considered or construed to be a partnership or joint venture and the Town

shall not be liable for any obligations incurred by Contractor unless specifically authorized in writing. Contractor shall not act as an agent of the Town ostensibly or otherwise, nor bind the Town in any manner, unless specifically authorized to do so in writing. This Agreement imposes an obligation of good faith upon the Parties to perform their duties in accordance with the terms and conditions of the Agreement.

2. TERM

The term of this agreement shall commence on the date set forth in the introductory paragraph and shall continue for a period of three (3) years, with the option for two (2) additional one (1) year renewal terms, unless earlier terminated pursuant to the terms of this Agreement. This will allow deployment of consulting services for any future disaster event during the term of this agreement.

3. SCOPE OF WORK

The Contractor shall provide all personnel, equipment, and resources necessary to assist the Town in applying for, and administration of grants and/or other assistance through Federal Programs including the American Rescue Plan Act Non-entitlement Unit Local Government Fiscal Recovery Program, Federal Emergency Management Agency (FEMA) Public Assistance, Individual Assistance and Hazard Mitigation Programs; US Department of Housing and Urban Development (HUD); Federal Highway Administration (FHWA); United States Department of Agriculture (USDA); and various other State and Federal grant and funding programs.

The Contractor will conduct a criminal background and driver's license check for any person used in providing services under this Agreement. The Contractor must e-verify the employment status of their contracted staff and will maintain the documentation in their files. The Town reserves the right to remove or reject any contracted staff at any time.

NOTE: Specific services and deployment of personnel associated with this Agreement will only be authorized via task orders approved by the Town. The specific services performed by the Contractor may, at the direction of the Town, include but are not limited to the following:

A. Emergency Management Preparation, Plans, Training and Exercises.

- (1) Provide emergency management consultant services for current and/or future disasters related to preparedness, response, mitigation, and recovery.
- (2) Develop "pre-disaster" status of key Town properties and assets as a foundation for possible future claims related to disaster impacts.
- (3) Review and advise the Town concerning property insurance coverage and specifications.
- (4) Research, write, revise, and update the Local Mitigation Strategy (LMS) Plan and the Comprehensive Emergency Management Plan (CEMP).
- (5) The Contractor may be responsible for the revision of existing plans, policies, and procedures or the development of new policies, plans or procedures directly or indirectly related to Emergency Management.
- (6) Advise and conduct Homeland Security Exercise and Evaluation Program (HSEEP) Exercises and provide important training and practice for prevention, response, and recovery capabilities.
- (7) Conduct best practices training and oversight to aid in maximization of grant funding.

B. Financial and Grant Audit and Administration – General.

- (1) Coordinate and attend meetings with the State and Federal Agencies.
- (2) Compile and complete all required documentation for grants.
- (3) Development of pertinent internal controls to comport with Uniform Guidance and Catalogue of Federal Domestic Assistance requirements.
- (4) Audit and manage earned interest associated with grant funds in accordance with the Cash Management Improvement Act.
- (5) Provide assistance in requesting Immediate Needs Funding or grants based on estimates; development and tracking of plans for cash flow management and disbursements by State or federal government; insurance evaluation, documentation adjusting and settlement services; tracking project progress, expenditures, and processing reimbursement requests and receipts.
- (6) Prepare correspondence to the U.S. Department of the Treasury, U.S. Department of Commerce, State of Florida Division of Emergency Management, FEMA, HUD, etc. on behalf of the Town as necessary; prepare a program management plan; prepare periodic reports to the Town as to the status of grant management progress and participate in all status meetings.
- (7) Categorize, record, track, file, and audit costs on approved forms in support of the financial award or reimbursement process. Communicate with the Town departments frequently and maintain an up-to-date database of eligible labor, equipment, and materials costs as reported on Event Activity Tracking Forms to prepare daily reports to the Town management.
- (8) Provide other State and Federal grant management services as needed and requested by the Town.
- (9) Assist the Town with the monitoring, auditing, management and administration of any other Federal grant management programs not identified above.

C. Financial and Grant Administration – FEMA & Property Insurance

- (1) Provide extensive knowledge and expertise related to FEMA Public Assistance matters.
- (2) Provide extensive knowledge and expertise related to property and casualty insurance.
- (3) Provide consultation in the Public Assistance procedures and assist with project worksheets.
- (4) Attend meetings with the State/Federal agencies including applicant briefings, scoping meetings and project specific discussions.
- (5) Inspect disaster related damage to eligible facilities, identify eligible emergency and permanent work (FEMA Category A-G) and review records of emergency expenses incurred by the Town.
- (6) Ensure all eligible damages have been identified, quantified, and presented to Federal inspectors/Project Officers and/or Insurance adjusters.
- (7) Compile and summarize in FEMA-approved format Category A through G costs for presentation to FEMA and the State and inclusion in project worksheets.

- (8) Prepare Project Worksheets for Categories A-G for review by FEMA and the State ensuring that the scope of work is accurate and comprehensive, estimates are accurate, expenses are eligible and documented, and that projects are categorized as small or large in a manner that ensures prompt and sufficient reimbursement to the Town. Attend all meetings with the Town, State and FEMA (and/or other Federal agencies) to negotiate individual project worksheets as needed.
- (9) Assist in identifying, developing and evaluating opportunities for 406 hazard mitigation projects.
- (10) Develop Hazard Mitigation Proposals and Cost Benefit Analyses (CBA).
- (11) Review the scope of work and bidding procedures of proposed damage repair/reconstruction work for compliance with FEMA requirements.
- (12) Provide policy insight and recommendations on project eligibility determinations.
- (13) Ensure the Town meets all deadlines imposed by FEMA and/or the State for documentation, appeals, completion of work, audits, etc.
- (14) Support Town departments with organizing reimbursable expenses. Review, maintain and ensure accuracy of documentation prepared by the Town departments.
- (15) Develop and submit quarterly progress reports to the Town and State.
- (16) Assist Town with any adverse FEMA determinations, make all reasonable efforts to resolve any such dispute and/or strategize and write appeals.
- (17) Upon completion of all projects and draw-down of reimbursement for all eligible costs, finalize preparations for State and FEMA final inspections and audits.
- (18) Prepare closeout packages including final funding reconciliation, copies of required permits, exemptions or waivers, bid documents, change orders, improved project filings, compliance monitoring, and other documents required or useful for grant closeout review.
- (19) Prepare all documentation for, and represent the Town in, all project closeout activities.
- (20) Participate in exit conferences with the Town, State, and FEMA.
- (21) Assist the Town in future Office of Inspector General (OIG) audits or other matters related to FEMA Public Assistance grants.
- (22) Provide other FEMA related technical assistance and consulting services as needed.

D. Financial and Grant Audit and Administration - HUD CDBG-DR and American Rescue Plan Funding

- (1) Provide knowledge, experience, and technical competence in the planning, administration, and implementation of eligible CDBG activities as identified at 24 CFR 570 and modified or waived under Federal Register allocation of the CDBG-DR funds.
- (2) Conduct unmet needs assessment – particularly housing, infrastructure, and economy.
- (3) Research, write or revise Long Term Recovery Plan, Strategic Plan, Community Development plan etc.
- (4) Develop specific projects, initiatives and action items to be implemented with CDBG-DR grant funding.
- (5) Prioritize actionable items based on funding potential, feasibility and community benefit.

- (6) Work with Florida Department of Economic Opportunity on the development of an Action Plan for the Town for presentation to and approval of HUD.
- (7) Report progress and developments to the Town.
- (8) Conduct ongoing project management through the life cycle of the grant funded projects.
- (9) Conduct ongoing compliance monitoring of all federally funded projects to ensure full compliance with all federal and state guidelines and policies.
- (10) Maintain oversight and strictly monitor compliance with all Local, State and Federal policies surrounding CDBG-DR grants.
- (11) Complete exit interviews and briefings after project closures.
- (12) Assist the Town in any future audits or related questions.
- (13) Provide other HUD related technical assistance and consulting services as needed.

E. Identification & Pursuit of Other Grant and Funding Opportunities including Hazard Mitigation Grant Program (HMGP).

- (1) Assist and facilitate local government staff with the HMGP, Flood Mitigation Assistance Program (FMAP) and other grant programs.
- (2) Develop Hazard Mitigation Proposals, Cost Benefit Analysis (CBA). Prepare other hazard mitigation services related to Hazard Mitigation Grant Program, Pre-Disaster Mitigation, and other mitigation programs.
- (3) Identify and pursue other eligible grant opportunities to include United States Department of Commerce, Economic Development Administration grants, Florida Division of Emergency Management Grants, etc.
- (4) Assist in the development of Comprehensive Economic Development Strategy.
- (5) Advise Town on economic growth incentive measures to drive private sector investment.
- (6) Seek private capital investment and low cost loan programs.

F. Other Duties as Tasked by Town.

- (1) Review architectural and engineering plans, soil tests, foundation designs, construction details, elevations certificates and other specifications for elevation projects.
- (2) Conduct pre-construction planning for compliance with building codes and coordinate with the planning department for any specialized design issues.
- (3) Interview contractors and sub-contractors for qualifications, experience, references, insurance and financial stability.
- (4) Develop construction packages for contractor bidding.
- (5) Conduct contract closings between contractors and the Town.
- (6) Conduct financial tracking of program funds and homeowner payments.
- (7) Inspect construction for compliance with program requirements and to approve milestone payment request from contractors.
- (8) Conduct final inspections, make adjustments (if required), and provide final elevation certificates to the Town.

- (9) Provide in progress reviews as required to keep the Town informed on project progress.
- (10) Serve as Project Manager for elevations, acquisitions, pilot reconstruction critical facility retrofitting, safe room and emergency shelter retrofitting or constructing, and drainage projects. Project management services cover all tasks from the application process through closeout of projects as required by grant guidelines.

4. PRICING

The Contractor will provide professional consulting services to the Town as set forth in this document. To deploy Contractor, the Town will provide specific **Task Orders for services** needed, based upon the following classifications and hourly rates. **Task Orders may also be based on firm fixed price of deliverables. The Contractor shall not be deployed or begin any services without the express direction, in writing, from the Town. The Town shall not be liable for payment of any services rendered unless the Contractor receives this express written direction, via specific task orders.**

Classification	Hourly Rate
Project Principal	\$180.00
Senior Consultant	\$160.00
Consultant	\$130.00
Jr. Consultant	\$95.00
Administrative Support	\$25.00

Rates are both pre-disaster and post-disaster

A. The Town will only be charged for professional hours documented in biweekly time reports aligned to specific projects being pursued and approved by the Town or for cost of deliverables outlined in task orders.

B. All non-labor costs (travel, per diem, etc.) must be pre-approved by the Town and will be billed with zero mark-up.

C. Payments associated with this contract will be in accordance with **Task Orders issued by the Town**. Task Orders will be in accordance with individual grants pursued by the Town or in accordance with tasks desired by the Town in support of the areas identified in the scope of work in this Agreement. No payments are intended or implied outside of specifically negotiated Task Orders.

D. The maximum contract amount for services rendered by the Contractor under this Agreement, including the amount in the initial Task Order and all subsequent Task Orders, shall not exceed \$2,000,000. This amount may be adjusted by the Town based upon the level and volume of work required for current and future emergency management and recovery efforts. This not-to-exceed amount is required to be included in all contracts from which FEMA and HUD projects may be tasked in the future.

5. PAYMENTS

A. The Town shall make payment in accordance with pricing contained herein, for all Services performed by Contractor. The Contractor shall not incur any indirect costs associated with

Contractor's performance of the Services without written prior approval from the Town. No payments are intended or implied outside of those specifically set forth herein. The Contractor will be responsible to prepare and submit the necessary close-out paperwork to federal and state agencies as required, including all supporting documentation, and to ensure that all billing to federal agencies is complete and accurate.

B. The Contractor shall submit biweekly invoices for Services performed during the preceding biweekly period. All invoices shall be accompanied by time reports for each contracted staff member, including any subcontractors, and must identify the staff member and that staff member's position as authorized by this Agreement.

C. The Town shall not be obligated for payments to Contractor that exceeds the current fiscal year's budget allocation as set by the Board of Town Commissioners.

6. EQUAL OPPORTUNITY AND OTHER LAWS

A. The Contractor shall not discriminate, directly or indirectly, against any employee or applicant for employment based on race, color, creed, religion, sex age, handicap, disability, sexual orientation, gender identification, ancestry, national origin, marital status, familial status, or any other protected class pursuant to Federal, State or Local law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices as provided by the Town, setting forth the provisions of this nondiscrimination clause. The Contractor shall incorporate this provision in all subcontracts for services provided under this Agreement.

B. To the extent set forth in the respective statutes, Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Title I of the Americans with Disabilities Act of 1990; the Equal Pay Act of 1963; the Fair Labor Standards Act of 1938; and the Immigration Reform and Control Act of 1986.

7. TERMINATIONS

A. Termination for Cause. If, through any cause, the Contractor fails to fulfill any obligations or to perform any Services in a timely and proper manner, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Town shall thereupon have the right to terminate their use of this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents and other materials for work described in Section three (3) above shall at the Town's option become the property of the Town. In the event, Contractor violates or breaches the terms of this Agreement, the Town may seek remedy for sanctions or penalties as appropriate and allowable by law.

B. Termination for Convenience. The Town may terminate their use of this Agreement at any time for any reason by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials for work described in Section three (3) above shall, at the option of the Town, become property of the Town.

C. In the event of termination of this Agreement for any reason, payment for the unpaid portion of the Services provided by the Contractor to the date of termination shall be paid to the Contractor.

8. PUBLIC RECORDS

The Parties acknowledge that the Town is a governmental agency. The Town subject is to the Florida Public Records Law, as governed by Chapter 119, Florida Statutes. In accordance with Section 119.0701, Florida Statutes, the following provisions are included in this Agreement:

A. Contractor agrees to keep and maintain public records required by the Town to perform the Services under this agreement.

B. Upon request from the Town's custodian of public records, Contractor agrees to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this agreement and following completion of the agreement if the Contractor does not transfer the records to the Town.

D. Upon completion of the agreement, Contractor shall transfer, at no cost, to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the Services. If the Contractor transfers all public records to the Town upon completion of the agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

9. INDEMNIFICATION

To the extent permitted by law and subject to the limitations, conditions, and requirements of Section 768.28, Florida Statutes, which the Town does not waive, each Party agrees to indemnify, defend and hold harmless the other Party, their officials, officers, and employees, from and against all liabilities, damages, costs and expenses, resulting from or arising out of any negligent acts or omissions by the indemnifying Party, or its officials, officers, or employees, relating in any way to performance under this Agreement.

10. INSURANCE

Contractor shall obtain or possess the following insurance coverages and may be asked to provide Certificates of Insurance to the Town to verify such coverage:

A. Commercial General Liability - The Contractor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be no less than \$1,000,000.00, per occurrence, with a \$2,000,000.00 aggregate.

B. **Business Automobile Liability** - The Contractor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.

C. **Professional Liability (Errors & Omissions)** - The Contractor shall provide coverage for all claims arising out of the Services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this agreement or shall be at least twice the required per claim limit.

11. COOPERATIVE PURCHASING

Pursuant to their own governing laws and subject to the agreement of the Contractor, other governmental entities may be permitted to make purchases at the terms and conditions contained in this Agreement. Non-customer purchases are independent of the Agreement between the Town and the Contractor. The Town shall not be party to any transaction between the Contractor and any other purchaser.

12. GENERAL PROVISIONS

A. **Governing Law and Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action to enforce any of the provisions of this Agreement shall be maintained in Gadsden County, Florida.

B. **Waiver**. Failure to insist upon strict compliance with any term, covenant or condition of this Agreement shall not be deemed a waiver of it. No waiver or relinquishment of a right or power under this Agreement shall be deemed a waiver of that right or power at any other time.

C. **Modification**. This Agreement shall not be extended, changed or modified, except in writing duly executed by the Parties hereto.

D. **Binding Effect**. This Agreement shall be binding upon the successors and, subject to below, assigns of the Parties hereto.

E. **Assignment**. Because of the unique nature of the relationship between the Parties and the terms of this Agreement, neither Party hereto shall have the right to assign this Agreement or any of its rights or responsibilities hereunder to any third Party without the express written consent of the other Party to this Agreement, which consent shall not unreasonably be withheld.

F. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties with respect to the matters contained herein, and all prior agreements or arrangements between them with respect to such matters are superseded by this Agreement.

G. **Ambiguity**. This Agreement has been negotiated by the Parties with the advice of counsel and, in the event of an ambiguity herein, such ambiguity shall not be construed against any Party.

H. **Force Majeure**. A Party shall be excused from performance of an obligation under this Agreement to the extent, and only to the extent, that such performance is affected by a "Force Majeure Event" which term shall mean any cause beyond the reasonable control of the Party affected, except where such Party could have reasonably foreseen and reasonably avoided the occurrence, which materially and adversely affects the performance by such Party of its obligation under this



Agreement. Such events shall include, but not be limited to, an act of God, disturbance, hostility, war, or revolution; strike or lockout; epidemic; accident; fire, storm, flood, or other unusually severe weather or act of nature; or any requirements of law.

I. Severability. It is intended that each Section of this Agreement shall be viewed as separate and divisible, and in the event that any Section, shall be held to be invalid, the remaining Sections and parts shall continue to be in full force and effect.

J. Records. The Contractor shall retain, for a period of five (5) years following completion of Services under all task orders, all records, correspondence, subcontracts, financial information, payroll records, invoices, schedules, and other documents of any kind whatsoever relating to the performance of the Services. So long as such documents are retained, the Town, or its representative shall have the right to inspect the same, after three (3) days prior notice, at any time during normal working hours at the locations where such records are kept in the normal course of business or, at the Town's option, in Tallahassee, Florida.

K. Survival of Obligations. Cancellation, expiration, or earlier termination of this Agreement shall not relieve the Parties of obligations that by their nature should survive such cancellation, expiration or termination.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have executed this Agreement as of the date set forth above.

The Integrity Group
Blue Sky Florida Consulting, LLC

 James T. Moore,
 Senior Partner
 Date: _____

Town of Eatonville, Florida

 Date: _____



Exhibit A

Throughout the performance of any work under this Agreement, CONTRACTOR agrees to abide by the following clauses and requirements:

1. **Equal Employment Opportunity.** During the performance of this Agreement, the CONTRACTOR agrees as follows:

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

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

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

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

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

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

g. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or

purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event that CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

2. Compliance with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. As required by Federal program legislation:

a. CONTRACTOR agrees that it shall comply with the *Davis-Bacon Act (40 USC 3141-3144 and 3146-3148)* as supplemented by the Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

i. In accordance with the statute, CONTRACTOR is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR shall pay wages not less than once a week. CONTRACTOR agrees that, for any Task Order to which this requirement applies, the Contract is conditioned upon CONTRACTOR's acceptance of the wage determination.

b. CONTRACTOR agrees that it shall comply with the *Copeland "Anti-Kickback" Act (40 USC 3145)*, as supplemented by the Department of Labor regulations (29 CFR Part 3, "CONTRACTORS and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") and are incorporated by reference into this Agreement.

i. Contractor. The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

ii. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR and subcontractor as provided in 29 C.F.R. § 5.12.

3. Compliance with the Contract Work Hours and Safety Standards Act.

a. Overtime requirements. The CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require nor permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a

territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

c. Withholding for unpaid wages and liquidated damages. The TOWN shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the *Contract Work Hours and Safety Standards Act*, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

d. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

4. **Rights to Inventions Made Under a Contract or Agreement.** As required by Federal program legislation, CONTRACTOR agrees to comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA.

5. **Clean Air Act and Federal Water Pollution Control Act.** As required by Federal program legislation: CONTRACTOR agrees to comply with the following federal requirements:

a. Clean Air Act.

i. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. (2)

ii. The CONTRACTOR agrees to report each violation to the Town and understands and agrees that the TOWN will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

iii. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

b. Federal Water Pollution Control Act

i. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

ii. The CONTRACTOR agrees to report each violation to the TOWN and understands and agrees that the TOWN will, in turn, report each violation as required to assure notification to State of Florida,



Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

iii. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. **Suspension and Debarment.**

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONTRACTOR is required, and will, verify that neither CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The CONTRACTOR will comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
- c. CONTRACTOR's certification is a material representation of fact relied upon by the TOWN. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State of Florida the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period this Agreement. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

7. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

- a. The CONTRACTOR certifies to the TOWN that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. *The required Certification is provided as an addendum to this Agreement.*
- b. CONTRACTOR will also ensure that each tier of subcontractor(s) shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier-to-tier up to the TOWN.

8. **Procurement of Recovered Materials.** As required by federal program legislation, CONTRACTOR agrees to the following:

- a. In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. meeting contract performance requirements; or

iii. at a reasonable price.

b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

9. **Department of Homeland Security (DHS) Seals, Logos, and Flags.** The CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10. **Compliance with Federal Law, Regulations, and Executive Orders.** The CONTRACTOR acknowledges that federal financial assistance may be used to fund some parts of this contract. The CONTRACTOR will comply with all applicable federal laws, regulations, executive orders, Treasury Guidance, Uniform Guidance, FEMA policies, procedures, and directives.

11. **No Obligation by Federal Government.** "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

12. **Program Fraud and False or Fraudulent Statements or Related Acts.** The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR actions pertaining to this Agreement.