

**GOLDEN LAKES
COMMUNITY DEVELOPMENT DISTRICT
NOVEMBER 17, 2020**

AGENDA PACKAGE

**Golden Lakes
Community Development District**

Inframark, Infrastructure Management Services

210 N. University Dr., Suite 702 ~ Coral Springs ~ Florida 33071~ Telephone (954) 603.0033 ~Fax (954) 345-1292

November 5, 2020

Board of Supervisors
Golden Lakes Community
Development District

Dear Board Members:

A regular meeting of the Board of Supervisors of Golden Lakes Community Development District will be held on Tuesday November 17, 2020 at 6:00 PM. The meeting will be held at the Club at Eaglebrooke, 1300 Eaglebrooke Boulevard, Lakeland, Florida. The following is the advance agenda for the meeting:

- 1. Roll Call**
- 2. Audience Comments on Agenda**
- 3. Organizational Matters**
 - A. Oath of Office
 - B. Consideration of Resolution 2021-01, Designation of Officers – *page# 6*
- 4. Approval of the Minutes**
 - A. Minutes of the Meeting of August 4, 2020 – *page# 9*
- 5. District Manager's Report**
 - A. Approval of the Financial Report, September 2020 – *page# 23*
 - B. Motion to Assign Fund Balance – *page# 46*
 - C. Acceptance of the Financial FY2020 Audit Engagement Letter provided by Grau & Associates – *page# 48*
- 6. District Counsel's Report**
- 7. District Engineer's Report - *page# 54***
 - A. Ratification of Chair Executed FEMA Contract - *page# 57*
 - B. Ratification of Chair Executed Revised District Engineers Proposal - *page# 116*
 - C. Stormwater Improvements Status Update
- 8. Property Manager's Report**
- 9. Eaglebrooke Manager's Report - *page# 126***
- 10. Old Business**

November 5, 2020

Page 2

11. New Business and Supervisors' Requests

12. Adjournment

I look forward to seeing you at the meeting and in the meantime if you have any questions, please contact me.

Sincerely,

Kristen Suit

Kristen Suit
District Manager

cc: Scott D. Clark JoAnna Likar Steven C. Shealey Tony Cianci Ryan Robert

Third Order of Business

3B

RESOLUTION 2021-01

A RESOLUTION DESIGNATING OFFICERS OF THE
GOLDEN LAKES COMMUNITY DEVELOPMENT DISTRICT

WHEREAS, the Board of Supervisors of Golden Lakes Community Development District at a regular meeting desires to appoint the below recited persons to the offices specified.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE GOLDEN LAKES COMMUNITY
DEVELOPMENT DISTRICT:

1. The following persons were appointed to the offices shown, to wit:

_____	Chairman
_____	Vice Chairman
<u>Kristen Suit</u>	Secretary
<u>Stephen Bloom</u>	Treasurer
<u>Alan Baldwin</u>	Assistant Treasurer
_____	Assistant Secretary(s)

PASSED AND ADOPTED THIS, 17th DAY OF NOVEMBER 2020

Chairman

Secretary

Fourth Order of Business

4A

**MINUTES OF MEETING
GOLDEN LAKES
COMMUNITY DEVELOPMENT DISTRICT**

A regular meeting of the Board of Supervisors of the Golden Lakes Community Development District was held on Tuesday, August 4, 2020 at 6:00 p.m. at the Club at Eaglebrooke, 1300 Eaglebrooke Boulevard, Lakeland, Florida.

Present and constituting a quorum were:

Larry Knapp	Chairman
Anthony Stevens	Vice Chairman
Alan Lukhaub	Assistant Secretary
Lithea Beck	Assistant Secretary

Also present were:

Kristen Suit	District Manager
Scott Clark	District Counsel
Steven Shealey	District Engineer
Jo Ann Likar	Property Manager
Ryan Roberts	General Manager, Eaglebrooke
Tony Cianci	VP, Operations, Eaglebrooke

The following is a summary of the discussions and actions taken at the August 4, 2020 Golden Lakes CDD Board of Supervisors regular meeting.

FIRST ORDER OF BUSINESS Roll Call

- Mr. Knapp called the roll, and a quorum was established.

SECOND ORDER OF BUSINESS Audience Comments on Agenda

- Mr. Knapp asked if there were any comments on the agenda. He indicated there will be a public hearing on the budget. There being none,

THIRD ORDER OF BUSINESS Approval of the Minutes

A. Minutes of the June 2, 2020

Mr. Knapp presented the minutes of the June 2, 2020 meeting and requested any additions, corrections, or deletions. There being none,

On MOTION by Mr. Lukhaub seconded by Mr. Stevens with all in favor the minutes of the June 2, 2020 meeting were approved as presented. 4-0

Let the record reflect Ms. Beck left the meeting.

FOURTH ORDER OF BUSINESS

Public Hearing to Consider the Adoption of the Fiscal Year 2021 Budget

A. Presentation of the Fiscal Year 2021 Budget

- The Fiscal Year 2021 budget was presented for public comment.

On MOTION by Mr. Stevens seconded by Mr. Lukhaub with all in favor the public hearing to adopt the Fiscal Year 2021 budget was opened. 3-0

- The public hearing was opened for comment from the audience.
- Mr. Ahern presented his comments to the Board regarding the Fiscal Year 2021 budget. He discussed items on page five of the budget. He asked why they need the assistance of the HOA to complete certain projects of the CDD if they have unassigned cash.
- Mr. Knapp stated the CDD does not need and never asked the HOA for any funds. In the past, the HOA on its own vilification painted the outside wall to do something for the community. As far as the budget and as far the CDD goes right now anything that needs to be done will be funded through the CDDs' budget. They have not asked nor are they expecting any funds to come from the HOA. What the HOA decides to do with their funds and should they come up with an idea on their own they would listen as they are one community. If anyone is under the impression the CDD has asked for funds to fund any project from the HOA he would say that is incorrect. Mr. Knapp asked for feedback on this from the Board.

Let the record reflect Ms. Beck rejoined the meeting.

- Mr. Lukhaub agreed with Mr. Knapp and stated the HOA had a surplus of cash and they were trying to find a use to do something for the community as

a whole which the CDD was happy to listen to whatever they came up with. The CDD had several ideas which they provided to the HOA to see if any of them seem to be something they wanted to do. The CDD was just asking the HOA if they wanted to contribute some money because they were looking for a place to put funds aside.

- Mr. Stevens agreed with Mr. Lukhaub's recollections of events and indicated the HOA looked at some projects but decided not to go forward with them. There are still projects which benefit the community but for right now as far as the CDD is concerned, they decided not to go ahead with any.
- Ms. Beck agreed with Mr. Lukhaub that the HOA had some excess funds which they could put back into the community. The CDD never came to the HOA and asked them to do any type of project. It simply was the HOA had funds they could use not knowing all the projects which could be useful to the community asked for what projects were out there.
- Mr. Ahern had additional comments as it relates to the food and beverage forecast. Mr. Knapp indicated that is the golf course budget and they are currently receiving comments for the CDD budget.
- However, Mr. Roberts stated they are going to miss their revenue this year by just under \$400,000. However, they have been able to offset some of the expenses which goes along with that. The outlook for the year is pretty good, as now they are forecasting to hit their bottom-line budget for the year. He thinks the projections on there for July, August and September is a trend as you know they are using the number for the first nine months of the year and they are going into the three slowest months of the year. The projections are a little skewed, however, the outlook for the club is good for this year.
- Mr. Knapp asked if there were any other comments on the budget. There were no additional comments on the budget.

A. Consideration of Resolution 2020-04, Adopting the FY2021 Budget

- Ms. Suit presented resolution 2020-04 which is to adopt the Fiscal Year 2021 budget. There are no changes since the Board approved the proposed budget.

- The total tax collection is \$823,954, total revenue being \$861,563 with the total expenditures \$861,536.

On MOTION by Mr. Lukhaub seconded by Mr. Stevens with all in favor resolution 2020-04, adopting the Fiscal Year 2021 budget was adopted. 4-0

B. Consideration of Resolution 2020-05, Levying and Non-Ad Valorem Maintenance Special Assessment

- Ms. Suit presented resolution 2020-05 levying and non-ad valorem maintenance special assessment for Fiscal Year 2021.

On MOTION by Mr. Lukhaub seconded by Ms. Beck with all in favor resolution 2020-05, levying and non-ad valorem maintenance special assessment for Fiscal Year 2021 was adopted. 4-0

On MOTION by Mr. Stevens seconded by Mr. Lukhaub with all in favor the public hearing to adopt the Fiscal Year 2021 budget was closed. 4-0

FIFTH ORDER OF BUSINESS **District Manager's Report**

A. Approval of the Financial Report, June 2020

- Ms. Suit presented the June 2020 financial report to the Board for approval. Mr. Knapp asked the Board if they had any questions or comments. There being none,

On MOTION by Ms. Beck seconded by Mr. Lukhaub with all in favor the financial report for June 2020 was approved. 4-0

B. Approval of the FY2021 Meeting Schedule

- Ms. Suit presented the Fiscal Year 2021 meeting schedule. She indicated she emailed the schedule to the Board but notes the original meeting scheduled for November 3, 2020 will need to be changed. Since they could not have their meeting on November 3, 2020 this meeting date was moved to November 17, 2020.
- Mr. Knapp asked if the Board members had any conflicts with the meeting dates provided. There being none,

On MOTION by Mr. Lukhaub seconded by Ms. Beck with all in favor the meeting schedule for Fiscal Year 2021 with the November 3, 2020 meeting being changed to November 17, 2020 was approved. 4-0

C. Acceptance of the Financial FY2019 Audit provided by Grau & Associates

- Mr. Knapp asked if anyone had any questions as it relates to the fiscal year 2019 audit. The Board had no comments.
- Mr. Knapp stated if this is approved and he saw no issue why it would not if they can go forward with the bonus for 2019 for the club house.
- Mr. Clark stated they would take a look at this and make the calculation. He does not think the Board needs to take further action as it is a mathematical calculation which they will do accordingly.
- Ms. Suit indicated the District has a clean audit.

On MOTION by Mr. Stevens seconded by Mr. Lukhaub with all in the Fiscal Year 2019 financial audit provided by Grau & Associates was accepted. 4-0

D. Amendments to Website Requirements

- Ms. Suit explained this amendment will allow the District to just post the agenda page instead of the entire agenda package and backup to the website. These changes also allows them to have a link to the Auditor Generals website thus eliminating posting the audit report on the District website.

Also, the public facilities report is no longer required to be posted on the website.

- Mr. Clark provided his comment on these changes. He indicated the website had become expensive and they have now lessened the requirements. He thinks they have always been asked to communicate more with the community and is not in favor of just having the agenda with no back up. If the agenda package can remain lean, his advice to the Board for communication with their constituents is to keep the agenda package on the website. The audits are on the State website and it makes sense to have a link instead of having the entire audit on the website. There are other things which they got rid of are available as they can contact the District Manager and get those anytime and it saves money converting website into ADA format.
- Mr. Knapp asked Ms. Suit her input on this matter. She indicated either way works. Mr. Knapp stated since the District is not strapped for funds and it is a way to have communication of what is coming, it is better to have the entire agenda package posted on the website. He asked for the Boards' input.
- Ms. Beck agreed they need to have the backup material as there are individuals in the community who look at and like to know exactly what is on the agenda. Mr. Lukhaub agreed with Ms. Beck.
- Mr. Stevens agreed and indicated Mr. Clarke answered his question about the ADA requirement.

SIXTH ORDER OF BUSINESS

Engineer's Report

- Mr. Shealey indicated regarding the Pond A1 grant they did not receive the contract by Friday July 4, 2020 like they were promised. He has gone back and forth with the staff in Tallahassee a couple times and again today at 3:00 pm and was again assured it is ready and they will be sending it to them shortly. They are pushing it and has been calling and emailing every couple of days now.

- The items which have come up since the last meeting are:
 - The depression area around the sanitary sewer manhole on the Reflections Lake Lutz appears to be sinking again. This is the one where they had a significant excavation and could not pin it on the utility, but he is still convinced there is something in the sewer line or manhole that pulling sand from under it.
 - If it gets really bad he will get a proposal to have it dug up and this is going to be very significant cost but if they do it again they need to excavate a good section of that road to determine once and for all what is there. If it is bad base material and bad soil, they will have to haul it out and replace it. If it can be identified to be a utility issue, same as the last time if they have to have them out there while they are working it they see it is their issue then they will take over and finish the project at their expense.
 - The weed control on the preserves wet pond is continuing. It is not perfect, but they are staying on it and doing a good job and keeping them informed. They are working well.

A. Continuing Engineering Services 2020-2021 Letter

- This is the last meeting before the start of the Fiscal Year, October 1, 2020. He is presenting their proposal with their schedule of hourly fees for next year. They did not increase the estimated budget amount of \$22,500, as he noted in his letter some of their billable rates have gone up a little bit three to four percent but the staff members and himself, the technician their billable rates have not changed.

On MOTION by Mr. Stevens seconded by Mr. Lukhaub with all in favor the continuing engineering services 2020-2021 was approved. 4-0

SEVENTH ORDER OF BUSINESS

Attorney's Report

- Mr. Clark indicated the follow-up from the last meeting the Board had authorized him to enter into a settlement with the prior golf course owner for outstanding accounts which they were having problems accounting for. He drafted an agreement and they accepted it and it has been executed and this issue has been resolved.
- The Governor extended his quorum waiver through August, he would be shocked by their next meeting that they are not meeting in public. There was some push back and he does not think it is something the Governor wanted to do with him pushing for schools to be in session in person with teacher and students being there. He suspects as of September 1, 2020 they will be back to in person meeting or certainly by their next meeting.

EIGHTH ORDER OF BUSINESS**Property Manager's Report**

- Ms. Likar did the semi-annual inspection of the sidewalks and there are some areas which have lifted due to tree roots and shifting. She did obtain a proposal from Triple A which she provided to the Board in the amount of \$4,992.
- Mr. Knapp explained this is something they have been doing for about four years now were they have the sidewalks inspected twice a year. He asked the Board if they had any comments, there were no Board comments on this project.
- Mr. Lukhaub asked Ms. Likar if they go ahead and fixed this and there is a tree undermining the sidewalk, do they ask the residents about the tree as it can occur again. Ms. Likar stated it is ongoing but they can ask the homeowner to do something about the tree but she does not know as this would be something Mr. Clark could answer whether we can make the resident remove the tree at their cost.
- Mr. Clark stated they could not, they can cut back the root where there is a problem, but they have not come up with anything which would allow them to have the resident remove the trees.

- Mr. Lukhaub is okay with this he was just looking at long term.
- Mr. Knapp asked if they ripped up the sidewalk maybe they can cut the root at that time. Ms. Likar informed him they do not rip up the sidewalk they shave it down.
- Mr. Shealey stated the proposal is to shave down the sidewalk but if they do this a couple of times the sidewalk is going to get too thin and it is going to crack and they will have to dig it up and replace it at that point. It will be far more expensive, but when they do break out a section of sidewalk, they can try cutting tree roots.
- Ms. Likar stated it is not just the sidewalk but also around the drain area that has this ongoing problem.

On MOTION by Mr. Stevens seconded by Ms. Beck with all in favor, proposal from Triple A in the amount of \$4,992 for repair of sidewalks was approved. 4-0

- The next proposal she had is from Farlawn for basic tree trimming. There are willows in the Grandview common area which are very low and have big branches as well the canopies need to be lifted and there are some areas along the Boulevard. Over by the preserve they have the white PVC fence and there is a lot of bush and trees hanging over this as well.
- She presented a quote for \$2463.75 to do some tree trimming throughout the community.

On MOTION by Ms. Beck seconded by Mr. Lukhaub with all in favor the proposal for Farlawn in the amount of \$2,463.75 for the tree trimming throughout the community was approved. 4-0

- Mr. Lukhaub asked if there are any tree thinning being done prior to the hurricane season, Ms. Likar indicated this is done in March and they are

done every two years and they rotate between the cul du sac and the Boulevard.

NINTH ORDER OF BUSINESS**Eaglebrooke Manager's Report**

- Mr. Roberts stated they are nearing year three on a four-year golf cart lease. He is finding the batteries are right at the end of their warranty life and they are starting to see a lot of failures with the batteries. They are currently researching options to flip into a new lease for 65 new golf carts. There are a few better options out there with some different batteries which last longer. He is hoping in the next week to have the final decision on what they want to do with the golf course and get the paperwork over to the Board.
- The end goal is to have a new golf cart fleet before they roll into the new season. He feels the revenue risk far outweighs having a fleet of golf carts that don't make it to 36 holes.
- Mr. Lukhaub asked if there is any penalty for getting out of the lease early. Mr. Roberts stated they are going to roll into a new fleet with the same company and there is some negative equity, but this is built into the cost of the new lease.
- Mr. Clark had a question for Mr. Roberts regarding the timing of this, if the Board needs to act will the November meeting be enough for his timing. Mr. Roberts is hoping to have the fleet of golf carts before December and indicated the agreement would have to be executed prior. Mr. Clark indicated the Chair has been authorized to approve agreements which does not affect their general budget.

ON MOTION by Mr. Stevens seconded by Ms. Beck with all in favor authorizing the Chair to work with Mr. Roberts to approve a renegotiation and renewal of the golf cart lease was approved. 4-0

- Mr. Knapp stated throughout all this he is beyond pleased with how the Golf Club and the food and beverage have been handled and how they have done. Coming close to a budget in a time of a pandemic it speaks to Mr. Roberts and his staff.

TENTH ORDER OF BUSINESS**Old Business**

- None.

ELEVENTH OF BUSINESS**New Business and Supervisors' Requests**

- Mr. Lukhaub asked if Mr. Ahern was still on as he knows there was some concerns in the neighborhood of children driving golf carts on the golf course and in the bunkers. He asked if this is under control or is this something the CDD needs to get involved with.
- There was one incident on hole #7 and there was destruction on hole #15. The kids drove through the bunker and made some tracks in there and there was no significant damage.
- Mr. Knapp stated during the period they were closed for the virus rather than have the Sherriff out on Boulevard they have them on the golf course two or three times and they actually stopped people and got their identification. It was effective enough that it put a big dent into the kids who were out there fishing.
- Mr. Knapp asked about the bank note and whether they can do anything as the Board would like to draw this if not a conclusion but to a point where they know they are moving forward and they are doing everything they can. The information flow could be better. Mr. Clarke volunteered to reach out to Mr. Koncar and to the underwriter and get an update to the Board.
- Mr. Stevens seconded Mr. Knapps thoughts on the operations with the flow or lack of.
- Ms. Suit stated Mr. Koncar is doing his very best and not wanting to give up this but they may be reaching the end of the rope.

- Mr. Clark states he knows the underwriter has closed some of these deals but it is a vehicle which has been used before and he has spoken to him about this but will follow up on behalf of the Board.
- Mr. Lukhaub asked about the current bonds they have outstanding; he recalls Mr. Clark saying something early on this year that they could not turn them over into a new instrument because there is a time period
- Mr. Clark stated Mr. Lukhaub was correct there is several more years it is at least six or seven more years.

TWELFTH ORDER OF BUSINESS

Adjournment

- There being no further business,

ON MOTION by Mr. Stevens seconded by Ms. Beck in favor the meeting was adjourned. 4-0

Kristen Suit
Secretary

Larry Knapp
Chairman

Fifth Order of Business

5A

GOLDEN LAKES
Community Development District

Financial Report

September 30, 2020

Prepared by



Table of Contents

<u>FINANCIAL STATEMENTS</u>	<u>Page</u>
Balance Sheet - All Funds	1 - 3
Statement of Revenues, Expenditures and Changes in Fund Balance	
General Fund	4 - 5
Notes to the Financial Statements	6 - 7
Enterprise - Golf Fund	8 - 14
Golf Course Reserve Fund	15
 <u>SUPPORTING SCHEDULES</u>	
Non-Ad Valorem Special Assessments Schedule	16
Cash and Investment Report	17
Bank Reconciliation	18

GOLDEN LAKES
Community Development District

Financial Statements
(Unaudited)

September 30, 2020

Balance Sheet
September 30, 2020

ACCOUNT DESCRIPTION	GENERAL FUND	ENTERPRISE GOLF FUND	GOLF COURSE RESERVE FUND	TOTAL
<u>ASSETS</u>				
Cash - Checking Account	\$ 125,596	\$ 364,660	\$ -	\$ 490,256
Cash On Hand/Petty Cash	-	6,966	-	6,966
Cash Drawer	-	2,260	-	2,260
Accounts Receivable	10,280	124,704	-	134,984
Accounts Receivable > 120	1,700	-	-	1,700
Accounts Receivable - Other	-	35,328	-	35,328
Allow -Doubtful Accounts	(1,700)	(47,480)	-	(49,180)
Due From Other Funds	-	-	136,937	136,937
Inventory:				
F&B	-	18,879	-	18,879
Golf Balls	-	5,215	-	5,215
Golf Clubs	-	26,490	-	26,490
Bags	-	2,292	-	2,292
Gloves	-	7,889	-	7,889
Hats	-	2,702	-	2,702
Shoes\Socks	-	1,890	-	1,890
Shirts\Sweater	-	9,564	-	9,564
Miscellaneous	-	1,871	-	1,871
Soft Drink	-	2,492	-	2,492
Beer	-	5,013	-	5,013
Wine	-	5,441	-	5,441
Liquor	-	7,399	-	7,399
Investments:				
Money Market Account	1,514,496	-	-	1,514,496
SBA Account	4,847	-	-	4,847
Excess Revenue Account	-	374	-	374
Other	-	2	-	2
Prepayment Fund (A-1)	-	1,747	-	1,747
Reserve Fund (A-2)	-	16,194	-	16,194
Revenue Fund	-	201,701	-	201,701
Prepaid Items	2,586	28,319	-	30,905
Deposits	7,955	5,140	-	13,095
Fixed Assets				
Buildings	-	183,921	-	183,921
Improvements Other Than Buildings (IOTB)	-	33,207	-	33,207
Equipment	-	119,369	-	119,369
Machinery & Equipment	-	130,070	-	130,070

Balance Sheet
September 30, 2020

ACCOUNT DESCRIPTION	GENERAL FUND	ENTERPRISE GOLF FUND	GOLF COURSE RESERVE FUND	TOTAL
Equipment and Furniture	-	60,195	-	60,195
Accum Depr - Mach & Equip	-	(102,755)	-	(102,755)
Property Under Capital Leases	-	83,292	-	83,292
Accum Depr - Capital Leases	-	(31,928)	-	(31,928)
Bond Issuance Cost	-	55,754	-	55,754
Other Fixed Assets	-	2,500,000	-	2,500,000
TOTAL ASSETS	\$ 1,665,760	\$ 3,868,177	\$ 136,937	\$ 5,670,874

LIABILITIES

Accounts Payable	\$ 23,244	\$ 35,491	\$ -	\$ 58,735
Accrued Expenses	4,136	115	-	4,251
Accounts Payable - Other	-	26,600	-	26,600
Accrued Interest Payable	-	69,806	-	69,806
Accrued Payroll	-	28,595	-	28,595
Sales Tax Payable	-	13,830	-	13,830
Outing Deposits	-	43,281	-	43,281
Deferred Revenue-Memberships	-	77,673	-	77,673
Capital Leases-Current Portion	-	20,047	-	20,047
Gift Certificates	-	36,429	-	36,429
Revenue Bonds Payable-Current	-	75,000	-	75,000
Due To Other Funds	124,881	12,056	-	136,937
Capital Leases-Long-Term	-	21,716	-	21,716
Revenue Bonds Payable-LT	-	3,840,000	-	3,840,000
TOTAL LIABILITIES	152,261	4,300,639	-	4,452,900

FUND BALANCES / NET ASSETS*Fund Balances***Nonspendable:**

Prepaid Items	2,586	-	-	2,586
Deposits	7,955	-	-	7,955

Assigned to:

Operating Reserves	236,259	-	-	236,259
Reserves - Drainage	50,000	-	-	50,000
Reserves-Renewal & Replacement	190,260	-	-	190,260
Reserves - Roadways	704,344	-	-	704,344
Reserves - Roof	20,025	-	-	20,025

Balance Sheet
September 30, 2020

ACCOUNT DESCRIPTION	GENERAL FUND	ENTERPRISE GOLF FUND	GOLF COURSE RESERVE FUND	TOTAL
Reserves - Sidewalks	25,000	-	-	25,000
Reserves - Streetlights	25,000	-	-	25,000
Unassigned:	252,070	-	-	252,070
<i>Net Assets</i>				
Invested in capital assets, net of related debt	-	(962,067)	-	(962,067)
Restricted for Debt Service	-	149,838	-	149,838
Unrestricted/Unreserved	-	379,767	136,937	516,704
TOTAL FUND BALANCES / NET ASSETS	\$ 1,513,499	\$ (432,462)	\$ 136,937	\$ 1,217,974
TOTAL LIABILITIES & FUND BALANCES / NET ASSETS	\$ 1,665,760	\$ 3,868,177	\$ 136,937	\$ 5,670,874

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-20 ACTUAL
REVENUES				
Interest - Investments	\$ 6,000	\$ 17,127	285.45%	\$ 374
Hurricane Irma FEMA Refund	-	3,905	0.00%	-
Interest - Tax Collector	-	683	0.00%	-
Special Assmnts- Tax Collector	823,955	823,955	100.00%	-
Special Assmnts- Other	64,105	64,105	100.00%	-
Special Assmnts- Discounts	(35,523)	(31,624)	89.02%	-
TOTAL REVENUES	858,537	878,151	102.28%	374
EXPENDITURES				
Administration				
P/R-Board of Supervisors	8,000	5,800	72.50%	-
FICA Taxes	612	444	72.55%	-
ProfServ-Engineering	22,500	24,682	109.70%	2,003
ProfServ-Legal Services	30,000	48,467	161.56%	-
ProfServ-Mgmt Consulting Serv	31,622	31,622	100.00%	3,300
ProfServ-Property Appraiser	8,240	12,219	148.29%	-
ProfServ-Special Assessment	11,364	11,364	100.00%	-
ProfServ-Web Site Development	16,200	2,803	17.30%	-
Auditing Services	7,500	7,500	100.00%	-
Postage and Freight	1,000	2,456	245.60%	11
Insurance - General Liability	8,828	9,647	109.28%	-
Printing and Binding	1,000	601	60.10%	5
Legal Advertising	1,000	7,459	745.90%	281
Miscellaneous Services	300	120	40.00%	-
Misc-Assessmnt Collection Cost	17,761	17,107	96.32%	-
Office Supplies	500	-	0.00%	-
Annual District Filing Fee	175	175	100.00%	-
Total Administration	166,602	182,466	109.52%	5,600
Field				
ProfServ-Field Management	22,866	22,266	97.38%	1,850
Contracts-Security Services	128,500	144,851	112.72%	12,368
Contracts-Landscape	77,820	88,598	113.85%	7,672
Security-Roving Parking Patrol	15,600	12,640	81.03%	2,636
Communication - Teleph - Field	3,120	2,914	93.40%	315
Utility - Access Gate	7,500	2,692	35.89%	658
Electricity - General	30,000	28,533	95.11%	5,335
Electricity - Streetlighting	30,000	23,205	77.35%	4,744

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-20 ACTUAL
Utility - Irrigation	800	488	61.00%	147
R&M-Renewal and Replacement	6,000	4,239	70.65%	3,640
R&M-Common Area	5,000	144	2.88%	-
R&M-Gate	6,000	2,808	46.80%	-
R&M-Irrigation	7,000	6,647	94.96%	349
R&M-Ponds	4,500	2,830	62.89%	149
R&M-Pools	5,500	-	0.00%	-
R&M-Roads & Alleyways	12,500	7,082	56.66%	910
R&M-Stormwater System	48,000	13,302	27.71%	-
R&M-Streetlights	20,000	21,775	108.88%	-
R&M-Trees and Trimming	6,500	2,914	44.83%	-
R&M-Security Cameras	1,000	1,220	122.00%	-
Misc-Contingency	5,000	-	0.00%	-
Bottled Water Delivery	550	589	107.09%	54
Op Supplies - Gatehouse	682	89	13.05%	-
Total Field	444,438	389,826	87.71%	40,827
Debt Service				
Principal Debt Retirement	163,798	-	0.00%	-
Interest Expense	83,700	-	0.00%	-
Cost of Issuance	86,500	-	0.00%	-
Total Debt Service	333,998	-	0.00%	-
TOTAL EXPENDITURES	945,038	572,292	60.56%	46,427
Excess (deficiency) of revenues				
Over (under) expenditures	(86,501)	305,859	-	(46,053)
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	(86,501)	-	0.00%	-
TOTAL FINANCING SOURCES (USES)	(86,501)	-	0.00%	-
Net change in fund balance	\$ (86,501)	\$ 305,859		\$ (46,053)
FUND BALANCE, BEGINNING (OCT 1, 2019)	1,207,640	1,207,640		
FUND BALANCE, ENDING	\$ 1,121,139	\$ 1,513,499		

Notes to the Financial Statements
September 30, 2020

General Fund

► **Assets**

- **Cash and Investments** - In order to maximize liquidity of cash, the District has two Money Market Accounts. (See Cash & Investment Report for further details).
- **Due From Other Funds** - Assessment collections owed to the Debt Service.
- **Prepaid Items** - FY20-21 Insurance coverage.
- **Deposits** - Paid to Lakeland Electric and Polk County Utilities Division to open accounts in the District's name plus Escrow deposit to Peterson & Mayers for purchase of Club.

► **Liabilities**

- **Accounts Payable** - Invoices for current month but not paid in current month.

► **Fund Balance**

- **Assigned to-** These funds are set aside for repair and replacement of assets throughout the community.

Reserves to be approved by the Board for FY 2020:

Operating Reserves	\$ 236,259
Drainage	50,000
Renewal & Replacement	190,260
Roadways	704,344
Roof	20,025
Sidewalks	25,000
Streetlights	25,000

TOTAL	\$ 1,250,888
--------------	---------------------

Notes to the Financial Statements

September 30, 2020

Financial Overview / Highlights

- ▶ The Non-Ad Valorem Special Assessments are 100% collected.
- ▶ Total Expenditures are at approximately 61% of adopted budget. Significant variances are explained below.

Variance Analysis

Account Name	Adopted Budget	YTD Actual	% of Budget	Explanation
Expenditures				
<u>Administrative</u>				
ProfServ - Legal Services	\$ 30,000	\$ 48,467	162%	Review of financial process including: assessment documents, engineer reports, correspondence with Bond counsel, budget discussions and Horton agreement.
ProfServ - Special Assessment	\$ 11,364	\$ 11,364	100%	Paid in full.
Auditing Services	\$ 7,500	\$ 7,500	100%	Audit paid in full for FY19
Postage and Freight	\$ 1,000	\$ 2,456	246%	Over budget due to Mail notices.
Insurance - General Liability	\$ 8,828	\$ 9,647	109%	General Liability / Property coverage paid in full.
Legal Advertising	\$ 1,000	\$ 7,459	746%	Notices for Public Hearings & Workshops not budgeted for.
Annual District Filing Fee	\$ 175	\$ 175	100%	Paid in full.
<u>Field</u>				
ProfServ-Field Management	\$ 22,866	\$ 22,266	97%	Budgeted \$1,905 per month but billing is only \$1,850 per month
Contracts-Security Services	\$ 128,500	\$ 144,851	113%	Includes site supervisor, occasional overtime & annual rate increase
Contracts - Landscape	\$ 77,820	\$ 88,598	114%	New vendor fees are different than budgeted amount.
R&M Security Cameras	\$ 1,000	\$ 1,220	122%	Camera repairs and programming.

Statement of Revenues, Expenses and Changes in Net Assets

For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-20 ACTUAL
<u>OPERATING REVENUES</u>				
Interest - Investments	\$ -	\$ 274	0.00%	\$ 1
Green Fees-GS	319,780	414,765	129.70%	-
Green Fees-Outings-GS	56,656	21,240	37.49%	-
Green Fees-Members-GS	-	2,440	0.00%	-
Cart Fees-GS	359,259	334,069	92.99%	-
Cart Fees-Outings-GS	50,922	20,493	40.24%	-
Cart Fees-Members-GS	210,081	184,290	87.72%	-
Range-GS	39,432	35,925	91.11%	-
Instruction-Individual -INST	7,086	11,480	162.01%	-
Food Sales-On Course-F&B	5,040	8,052	159.76%	-
Food Sales-Banquets-F&B	307,900	185,932	60.39%	-
Food Sales-Clubhouse-F&B	466,063	303,826	65.19%	-
Non-Alcoholic-Banquets-F&B	-	85	0.00%	-
Non-Alcoholic-Clubhouse-F&B	19,538	16,784	85.90%	-
Alc Sales (Beer)-Banquets-F&B	21,101	13,170	62.41%	-
Alc Sales (Beer)-Clubhouse-F&B	91,532	77,813	85.01%	-
Alc Sales (Wine)-Banquets-F&B	14,895	14,429	96.87%	-
Alc Sales (Wine)-Clubhouse-F&B	66,438	32,455	48.85%	-
Alc Sales (Liquor)-Banquet-F&B	26,066	36,125	138.59%	-
Alc Sales (Liquor)-Clubhouse-F&B	113,927	84,077	73.80%	-
Room Charge-Banquets-F&B	68,685	48,649	70.83%	-
Service Charge-Banquets-F&B	-	13,186	0.00%	-
Equipment Rental Fees-Banquets-F&B	-	4,618	0.00%	-
Non-Alcoholic-Outing-F&B	-	128	0.00%	-
Food Sales-Outings	41,600	3,863	9.29%	-
Non-Alcoholic-On Course-F&B	11,384	17,966	157.82%	-
Alc Sales (Beer)-On Course-F&B	44,733	54,593	122.04%	-
Alc Sales (Liquor)-On Course-F&B	19,409	26,290	135.45%	-
Alc Sales (Wine)-On Course-F&B	5,440	-	0.00%	-
Alc Sales (Beer)-Outings-F&B	-	2,037	0.00%	-
Room Rentals	-	6,554	0.00%	-
Membership Dues - monthly	871,125	723,041	83.00%	-
Golf Ball Sales	49,309	53,443	108.38%	-
Glove Sales	11,903	13,684	114.96%	-
Headwear Sales	10,431	8,419	80.71%	-
Ladies' Wear Sales	8,760	5,832	66.58%	-
Men's Wear Sales	30,984	22,215	71.70%	-
Shoes Sales	6,960	4,652	66.84%	-

Statement of Revenues, Expenses and Changes in Net Assets
For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-20 ACTUAL
Club Sales	24,100	21,217	88.04%	-
Rental Clubs Sales	5,520	4,020	72.83%	-
Bag Sales	5,304	5,758	108.56%	-
Juniorwear Sales	88	-	0.00%	-
Outerwear Sales	3,817	3,475	91.04%	-
Club Repair Sales	2,647	3,015	113.90%	-
Other Pro Shop Sales	4,785	6,457	134.94%	-
Handicap Fee Sales	770	800	103.90%	-
Locker Fees	560	480	85.71%	-
Special Assmnts- Tax Collector	267,214	267,214	100.00%	-
Special Assmnts- Discounts	(9,352)	(9,515)	101.74%	-
Other Miscellaneous Revenues	75,000	30,011	40.01%	-
TOTAL OPERATING REVENUES	3,736,892	3,139,826	84.02%	1

OPERATING EXPENSES**Personnel and Administration**

Payroll-Hourly	48,562	29,296	60.33%	-
Payroll-Benefits	80,400	44,894	55.84%	-
Payroll-Managers	187,975	201,172	107.02%	-
Payroll-Commission	-	(551)	0.00%	-
Payroll-Processing Fee	23,136	20,224	87.41%	-
Payroll - Bonus	17,613	-	0.00%	-
Payroll Taxes	22,876	12,517	54.72%	-
ProfServ-Legal Services	-	6,000	0.00%	-
ProfServ-Trustee Fees	-	7,004	0.00%	-
Legal/Accounting/Professional	1,200	16,545	1378.75%	-
BCG Management	96,000	84,000	87.50%	-
Outside Services	-	27	0.00%	-
Contracts-Pest Control	3,084	3,091	100.23%	-
IT Support	5,520	4,240	76.81%	-
Grease Removal	-	395	0.00%	-
Travel and Per Diem	1,800	428	23.78%	-
Training/Staff Development	900	679	75.44%	-
Communication - Telephone	4,728	4,077	86.23%	-
Communication - Mobile	900	825	91.67%	-
Postage	1,200	1,306	108.83%	-
Fed-Ex/Courier	120	288	240.00%	-
Utility - Water & Sewer	10,800	9,572	88.63%	-
Garbage Removal	20,124	17,344	86.19%	-

Statement of Revenues, Expenses and Changes in Net Assets

For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-20 ACTUAL
Utilities-Electric	51,505	33,606	65.25%	-
Lease - Copier	6,832	5,664	82.90%	-
Golf Cart Equip Leases	57,924	56,697	97.88%	-
Insurance-P&C	197,151	193,871	98.34%	-
Insurance-Workmans Comp	36,483	24,480	67.10%	-
R&M-Buildings	21,500	19,284	89.69%	-
R&M-Equipment	22,980	21,060	91.64%	-
Equip Maint/Repair-Fix	-	716	0.00%	-
Equip Maint/Repair-Prevent	3,312	2,484	75.00%	-
Printing and Binding	900	4,449	494.33%	-
Help Wanted Ads	180	-	0.00%	-
Promotions	9,100	7,853	86.30%	-
Graphic Design	3,600	3,300	91.67%	-
Membership Programs	10,800	10,841	100.38%	-
Sales Management	1,450	4,425	305.17%	-
CX Evaluations-Mystery Shops	2,700	700	25.93%	-
Advertising (Print)	600	995	165.83%	-
Advertising (Electronic)	7,800	4,165	53.40%	-
Advertising (Display)	2,000	34	1.70%	-
Misc-Employee Meals	7,200	3,577	49.68%	-
Misc-Licenses & Permits	1,647	71	4.31%	-
Misc-Assessmnt Collection Cost	5,165	5,147	99.65%	-
Misc-Credit Card Fees	55,664	53,466	96.05%	-
Internet Access	4,344	4,198	96.64%	-
TV/Cable or Dish	4,752	3,401	71.57%	-
Bank Fees	5,472	2,600	47.51%	-
Use Tax Expense	7,200	4,996	69.39%	-
Finance Charges	-	837	0.00%	-
Misc-Security	-	750	0.00%	-
Website & Newsletter	6,000	7,086	118.10%	-
Tournaments and Events	-	181	0.00%	-
Decorations	-	257	0.00%	-
Misc-Mileage Reimbursement	-	118	0.00%	-
Misc.-Personal Property Taxes	5,833	8,389	143.82%	-
Office Supplies	4,536	2,042	45.02%	-
Cleaning Supplies	-	39	0.00%	-
Computer Supplies/Equipment	3,000	2,804	93.47%	-
Supplies-Landscape	-	174	0.00%	-
Operating Supplies	8,484	9,569	112.79%	-

Statement of Revenues, Expenses and Changes in Net Assets

For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-20 ACTUAL
Op Supplies - Uniforms	600	-	0.00%	-
Chemicals-Herbicides	-	415	0.00%	-
Clubhouse Cleaning Service G&A	2,280	1,480	64.91%	-
Software	2,400	1,675	69.79%	-
Education / Training	-	5,810	0.00%	-
Chamber / Organization Dues	1,370	925	67.52%	-
Bad Debt Expenses	12,000	11,521	96.01%	-
Total Personnel and Administration	1,101,702	989,525	89.82%	-
<u>Maintenance and Landscaping</u>				
Payroll-Hourly	291,780	249,770	85.60%	-
Payroll-Managers	96,900	87,967	90.78%	-
Payroll - Bonus	11,628	-	0.00%	-
Payroll Taxes	36,028	24,977	69.33%	-
Outside Services	14,400	30,677	213.03%	-
Contracts-Solid Waste	2,100	-	0.00%	-
Oil/Lube	1,500	-	0.00%	-
Gas Diesel	27,450	21,227	77.33%	-
Communication - Mobile	900	-	0.00%	-
Utility - Irrigation	22,900	1,913	8.35%	-
Utility - Water & Sewer	2,400	3,903	162.63%	-
Garbage Removal	-	1,913	0.00%	-
Utilities-Electric	4,200	16,609	395.45%	-
Equipment Rental	-	1,000	0.00%	-
Golf Cart Equip Leases	-	(3,348)	0.00%	-
R&M-Buildings	-	157	0.00%	-
R&M-Irrigation	6,000	11,368	189.47%	-
Equip Maint/Repair-Fix	431	2,145	497.68%	-
Equip Maint/Repair-Prevent	24,000	23,812	99.22%	-
Sod/Sprigs	-	1,057	0.00%	-
Misc-Employee Meals	900	1,048	116.44%	-
Bank Fees	-	382	0.00%	-
Safety Equipment	600	122	20.33%	-
Cleaning Supplies	1,200	644	53.67%	-
Supplies-Landscape	900	2,564	284.89%	-
Supplies-Course	4,648	3,270	70.35%	-
Supplies-Shop	1,200	48	4.00%	-
Supplies-Paper and Plastic	-	180	0.00%	-
Operating Supplies	11,229	103	0.92%	-
Pre-Emergents	-	983	0.00%	-

Statement of Revenues, Expenses and Changes in Net Assets

For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-20 ACTUAL
Sand-Top Dressing greens/tees	6,650	4,459	67.05%	-
Op Supplies - Uniforms	2,100	1,491	71.00%	-
General Chemicals	-	5,456	0.00%	-
Chemicals-Fungicides	2,550	5,244	205.65%	-
Chemicals-Herbicides	31,012	14,296	46.10%	-
Chemicals-Insecticides	6,256	9,690	154.89%	-
Chemicals-Growth Regulators	750	-	0.00%	-
Chemicals-Wetting Agents	344	351	102.03%	-
Fertilizers-Fairways / Roughs	29,432	14,916	50.68%	-
Fertilizers-Greens	6,504	12,451	191.44%	-
Supplies - Seeds	4,400	-	0.00%	-
Soil Amendments-AGRO	500	351	70.20%	-
Small Equipment/Hand Tools	1,500	1,732	115.47%	-
Total Maintenance and Landscaping	655,292	554,928	84.68%	-
<u>Pro Shop</u>				
Payroll-Managers	-	(1,566)	0.00%	-
COS - Golf Balls	29,585	32,536	109.97%	-
COS - Gloves	7,142	8,471	118.61%	-
COS - Headwear	6,259	4,291	68.56%	-
COS - Ladies' Wear	5,256	-	0.00%	-
COS - Men's Wear	18,590	14,484	77.91%	-
COS - Shoes	4,176	3,465	82.97%	-
COS - Miscellaneous	-	3,807	0.00%	-
COS - Clubs	14,460	14,458	99.99%	-
COS - Outerwear	2,290	2,929	127.90%	-
COS - Bags	3,183	4,162	130.76%	-
COS - Junior Wear	53	-	0.00%	-
COS - General	2,871	-	0.00%	-
COS - Beverage - Beer/Wine	121,062	103,063	85.13%	-
COS - Beverage - Non Alch	12,488	20,363	163.06%	-
COS - Food Sales	326,753	207,145	63.39%	-
COGS-Purchase Discounts	-	7,222	0.00%	-
Total Pro Shop	554,168	424,830	76.66%	-
<u>Golf Operations</u>				
Payroll-Salaries	77,904	71,643	91.96%	-
Payroll-Hourly	143,981	153,558	106.65%	-
Payroll-Managers	-	(185)	0.00%	-
Payroll-Commission	14,554	21,903	150.49%	-

Statement of Revenues, Expenses and Changes in Net Assets

For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-20 ACTUAL
Payroll Taxes	23,644	20,875	88.29%	-
Lease - Copier	-	304	0.00%	-
R&M-Buildings	-	841	0.00%	-
R&M-Golf Cart	4,000	3,943	98.58%	-
Equip Maint/Repair-Prevent	-	218	0.00%	-
Misc-Employee Meals	3,300	1,939	58.76%	-
Misc-Handicap Fees	3,430	3,660	106.71%	-
Tournaments and Events	-	5,336	0.00%	-
Supplies-Scorecards and Pencil	1,020	896	87.84%	-
Supplies-Shop	-	175	0.00%	-
Op Supplies - Uniforms	2,100	1,519	72.33%	-
Driving Range Supplies	5,000	5,934	118.68%	-
Chamber / Organization Dues	750	1,307	174.27%	-
Total Golf Operations	279,683	293,866	105.07%	-
<u>Amenities</u>				
Outside Services	9,900	9,501	95.97%	-
Utility - Water & Sewer	4,440	3,707	83.49%	-
R&M-Buildings	-	2,349	0.00%	-
Misc-Licenses & Permits	-	280	0.00%	-
Operating Supplies	800	496	62.00%	-
Total Amenities	15,140	16,333	107.88%	-
<u>Food and Beverages</u>				
Payroll-Salaries	-	(1,050)	0.00%	-
Payroll-Hourly	340,793	192,535	56.50%	-
Payroll-Benefits	-	9,573	0.00%	-
Payroll-Managers	186,901	100,818	53.94%	-
Payroll-Commission	-	1,018	0.00%	-
Payroll - Bonus	4,000	-	0.00%	-
Payroll Taxes	72,872	40,343	55.36%	-
IT Support	-	400	0.00%	-
Linen/Laundry	31,736	19,740	62.20%	-
Grease Removal	700	-	0.00%	-
Training/Staff Development	480	-	0.00%	-
Communication - Mobile	600	850	141.67%	-
Utility - Water & Sewer	1,980	1,627	82.17%	-
Propane /Natural Gas	35,048	26,613	75.93%	-
Equip Maint/Repair-Fix	16,488	3,829	23.22%	-
Equip Maint/Repair-Prevent	1,400	2,513	179.50%	-

Statement of Revenues, Expenses and Changes in Net Assets

For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-20 ACTUAL
Misc-Licenses & Permits	500	2,927	585.40%	-
Decorations	3,000	1,253	41.77%	-
Glassware/China/Silver	1,500	1,290	86.00%	-
Office Supplies	-	7	0.00%	-
Cleaning Supplies	6,396	2,340	36.59%	-
Supplies-Scorecards and Pencil	-	820	0.00%	-
Supplies-Paper and Plastic	10,488	11,242	107.19%	-
Supplies-Banquet	12,276	2,879	23.45%	-
Supplies-Bar	-	250	0.00%	-
Supplies-Kitchen	8,052	6,488	80.58%	-
Operating Supplies	-	179	0.00%	-
Op Supplies - Uniforms	1,500	1,020	68.00%	-
Improvements - Building	-	3,234	0.00%	-
Total Food and Beverages	736,710	432,738	58.74%	-
<u>Non-Operating</u>				
Improvements - Building	-	44,094	0.00%	-
Cap Outlay - Equipment	-	6,430	0.00%	-
Total Non-Operating	-	50,524	0.00%	-
<u>Debt Service</u>				
Principal Debt Retirement A-1	70,000	70,000	100.00%	-
Principal Debt Retirement A-2	5,000	5,000	100.00%	-
Interest Expense Series A-1	142,834	142,834	100.00%	-
Interest Expense Series A-2	24,700	24,700	100.00%	-
Total Debt Service	242,534	242,534	100.00%	-
TOTAL OPERATING EXPENSES	3,585,229	3,005,278	83.82%	-
Operating income (loss)	151,663	134,548	88.72%	1
Change in net assets	\$ 151,663	\$ 134,548	88.72%	\$ 1
TOTAL NET ASSETS, BEGINNING (OCT 1, 2019)	(567,010)	(567,010)		
TOTAL NET ASSETS, ENDING	\$ (415,347)	\$ (432,462)		

Statement of Revenues, Expenses and Changes in Net Assets

For the Period Ending September 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	SEP-20 ACTUAL
<u>OPERATING REVENUES</u>				
Interest - Investments	\$ -	\$ -	0.00%	\$ -
Special Assmnts- Tax Collector	66,636	66,637	100.00%	-
Special Assmnts- Discounts	(2,665)	(2,373)	89.04%	-
TOTAL OPERATING REVENUES	63,971	64,264	100.46%	-
<u>OPERATING EXPENSES</u>				
<u>Personnel and Administration</u>				
ProfServ-Property Appraiser	666	-	0.00%	-
Misc-Assessmnt Collection Cost	1,333	1,284	96.32%	-
Total Personnel and Administration	1,999	1,284	64.23%	-
<u>Golf Course</u>				
R&M-Golf Course	61,972	-	0.00%	-
Total Golf Course	61,972	-	0.00%	-
TOTAL OPERATING EXPENSES	63,971	1,284	2.01%	-
Operating income (loss)	-	62,980	0.00%	-
Change in net assets	\$ -	\$ 62,980	0.00%	\$ -
TOTAL NET ASSETS, BEGINNING (OCT 1, 2019)	73,957	73,957		
TOTAL NET ASSETS, ENDING	\$ 73,957	\$ 136,937		

GOLDEN LAKES

Community Development District

Supporting Schedules

September 30, 2020

**Non Ad Valorem Special Assessments - Imperial Polk County Tax Collector
(Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2020**

					ALLOCATION BY FUND			
Date Received	Net Amount Received	Discount / (Penalties) Amount	Collection Costs	Gross Amount Received	General Fund Operations & Maintenance	General Fund Capital Improvement	Golf Course Reserve Fund	Enterprise Golf Fund 2017 A1 & A2
Assessments Levied FY 2020				\$ 1,221,910	\$ 823,955	\$ 64,105	\$ 66,636	\$ 267,214
Allocation %				100%	67%	5%	5%	22%
11/14/19	\$ 2,570	\$ 109	\$ 52	\$ 2,732	\$ 1,842	\$ 143	\$ 149	\$ 597
11/18/19	13,202	706	239	14,147	9,540	742	772	3,094
11/22/19	40,170	1,708	820	42,698	28,792	2,240	2,329	9,337
11/29/19	125,090	5,319	2,553	132,961	89,658	6,976	7,251	29,077
12/06/19	202,088	8,592	4,124	214,804	144,846	11,269	11,714	46,975
12/16/19	615,648	26,176	12,564	654,389	441,266	34,331	35,687	143,105
01/15/20	34,526	1,089	705	36,320	24,491	1,905	1,981	7,943
02/14/20	35,744	769	729	37,242	25,113	1,954	2,031	8,144
03/13/20	7,309	31	149	7,489	5,050	393	408	1,638
04/15/20	46,214	23	943	47,180	31,814	2,475	2,573	10,317
05/15/20	2,271	0	46	2,316.92	1,562	122	126	507
06/15/20	21,777	(647)	444	21,574	14,548	1,132	1,177	4,718
07/08/20	5,436	(239)	111	5,308	3,579	278	289	1,161
07/30/20	2,816	(124)	57	2,750	1,854	144	150	601
TOTAL	\$ 1,154,861	\$ 43,513	\$ 23,538	\$ 1,221,910	\$ 823,955	\$ 64,105	\$ 66,637	\$ 267,214
% COLLECTED				100%	100%	100%	100%	100%
TOTAL OUTSTANDING				\$ (1)	\$ (1)	\$ (0)	\$ (0)	\$ (0)

Cash and Investment Report
September 30, 2020

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>INVESTMENT TYPE</u>	<u>MATURITY</u>	<u>YIELD</u>	<u>BALANCE</u>
<u>GENERAL FUND</u>					
Operating Checking Account	Centerstate Bank		n/a	0.00%	125,596
Money Market Account	BankUnited		n/a	0.25%	1,514,496
Operating Account-Fund A	State Board of Administration		n/a	0.57%	4,847
General Fund Subtotal					<u>1,644,939</u>
<u>ENTERPRISE GOLF FUND</u>					
Reserve Fund A-2	US Bank	Commercial Paper	n/a	0.02%	16,194
Excess Revenue Fund	US Bank	Commercial Paper	n/a	0.02%	374
Revenue Fund	US Bank	Commercial Paper	n/a	0.02%	201,696
Prepayment Fund A-1	US Bank	Commercial Paper	n/a	0.02%	1,747
Enterprise Subtotal					<u>220,011</u>
Grand Total					<u>\$ 1,864,950</u>

Golden Lakes CDD

Bank Reconciliation

Bank Account No. 5206 CenterState Bank GF
Statement No. 09-30
Statement Date 9/30/2020

G/L Balance (LCY)	125,596.13	Statement Balance	125,596.13
G/L Balance	125,596.13	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	125,596.13
Subtotal	125,596.13	Outstanding Checks	0.00
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	125,596.13	Ending Balance	125,596.13
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
--------------	---------------	--------------	-------------	--------	----------------	------------

5B

**GOLDEN LAKES
COMMUNITY DEVELOPMENT DISTRICT**

Motion: Assigning Fund Balance as of 09/30/20

The Board hereby assigns the FY 2020 Reserves as follows:

		<u>FY2020</u>
Operating Reserves	\$	236,259
Reserves - Drainage		50,000
Reserves - Renewal & Replacement		190,260
Reserves - Roadways		704,344
Reserves - Roof		20,025
Reserves - Sidewalks		25,000
Reserves - Streetlights		25,000

5C



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

August 25, 2020

To Board of Supervisors
Golden Lakes Community Development District
210 N. University Drive, Suite 702
Coral Springs, FL 33071

We are pleased to confirm our understanding of the services we are to provide Golden Lakes Community Development District, Polk County, Florida ("the District") for the fiscal year ended September 30, 2020. We will audit the financial statements of the governmental activities, the business-type activities, and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Golden Lakes Community Development District as of and for the fiscal year ended September 30, 2020. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2020 audit.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Our fee for these services will not exceed \$16,000 for the September 30, 2020 audit.

We will complete the audit within prescribed statutory deadlines, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2019 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Golden Lakes Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Racquel McIntosh

RESPONSE:

This letter correctly sets forth the understanding of Golden Lakes Community Development District.

By: _____

Title: _____

Date: _____



FICPA Peer Review Program
Administered in Florida
by The Florida Institute of CPAs



Peer Review
Program

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

February 20, 2020

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on February 20, 2020, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee
paul@ficpa.org
800-342-3197 ext. 251

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202

Seventh Order of Business

MEMORANDUM

To: Golden Lakes Community Development District Board of Supervisors

From: Steven C. Shealey, PE, District Engineer

Re: November 2020 Engineer's Report

Date: November 2, 2020

Gentlemen,

The following is an update on ongoing activities and issues related to the District since your last meeting.

1. Pond A1 Permanent Repairs
 - a. FEMA Grant Update –We received the grant contract on October 12th and forwarded it to Mr. Clark and Mr. Knapp for review and execution. Mr. Clark approved the contract and Mr. Knapp executed the contract and it was returned to the State on October 16th for final execution. We are still waiting on the executed contract to be returned so that we can start work. During our most recent follow up call to the State on October 28th we were advised that it was in the Executive Director's office awaiting his signature. Once we receive the executed contract, we will need the CDD to issue a formal Notice to Proceed for the work to send to the State showing the work start date. We have resubmitted our Task Order for the modeling and evaluation work to Mr. Knapp and he has executed this contract pending final approval of the grant contract by the State. We anticipate having the modeling and evaluation work completed and submitted to SWFWMD for review within 60 days after the Notice to Proceed.
2. Ongoing Work – The status of the ongoing work items shown on the attached map are discussed as follows:
 - a. We received a report that the depression on Reflections Lake Loop that was repaired several years ago is again becoming an issue. We continue to watch this area and will obtain proposals for additional work if it gets too bad.
 - b. The wet pond in Eaglebrooke North was sprayed again on September 29th and the spraying is helping to keep the unwanted vegetation in check.
3. Stormwater Improvement Contract – The Stormwater Improvement Contract was advertised the week of October 23rd with bids due in our office on December 1st. As of today, we have received interest from six contractors.

4. 1004 Clearpointe Way – Received a call that the homeowners at 1004 Clearpointe Way had installed gutters on the side of their home and directed the flow through holes that had been made in the wall between their lot and the Boulevard. I made a site visit on October 16th to review this matter. Gutters and downspouts have been installed on that side of the house but there was no evidence that the wall had been intentionally breached. I did find one spot where the expansion joint between two wall sections was severely degraded which likely is allowing water to flow through the wall at times. Otherwise, that side of their lot is generally graded to direct the flow of water to the rear of the home and into a drainage inlet in the small CDD owned tract behind the Boulevard lift station. There is some chance that this stormwater is also flowing around the end of the wall onto the sidewalk. The end of the wall appears to be on the CDD tract and not this homeowner's property so it would be up to the CDD to make any grading revisions in this area to direct the flow of water away from the sidewalk if that is a concern.

7A

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	Golden Lakes Community Development District
PROJECT #:	4337-353-R
PROJECT TITLE:	Golden Lakes CDD, Eaglebrooke North Pond A1 Hardening/Drainage Improvement – Phase 1
CONTRACT #:	H0456
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Steve Shealey, Senior Consultant, Golden Lakes Community Development District

Enclosed is your copy of the proposed contract/modification between **Golden Lakes Community Development District** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
<input type="checkbox"/>	This form is required to be included with all Reviews, Approvals, and Submittal
<input type="checkbox"/>	Two (2) Copies printed for Approval
<input type="checkbox"/>	Printed Single-sided (<i>If your policy is to copy two-sided please contact me and I will send you two original one-sided copies for signature</i>)
<input type="checkbox"/>	Reviewed and Approved
<input type="checkbox"/>	Signed and Dated by Official Representative (<i>blue ink</i>)
<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, Chief
<input type="checkbox"/>	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) completed, signed, and dated (<input type="checkbox"/> N/A for Modifications)
<input type="checkbox"/>	Two Signed and dated Originals mailed to FDEM - Tallahassee Florida Division of Emergency Management Mitigation Bureau – HMGP 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100 Attention – Grant Specialist –Tracy O'Dell

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 815-4543 or email me at Angela.Collins@em.myflorida.com.

Agreement Number: H0456

Project Number: 4337-353-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.74, “pass-through entity” means “a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.93, “Sub-Recipient” means “a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.38, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.92, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	<u>Golden Lakes Community Development District</u>
Sub-Recipient's unique entity identifier:	<u>20-2709798</u>
Federal Award Identification Number (FAIN):	<u>FEMA-DR-4337-FL</u>
Federal Award Date:	<u>February 4, 2020</u>
Subaward Period of Performance Start and End Date:	<u>Upon execution through January 31, 2022</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$37,106.25</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$37,106.25</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$37,106.25</u>
Federal award project description (see FFATA):	<u>Drainage Improvement</u>
Name of Federal awarding agency:	<u>Federal Emergency Management Agency</u>
Name of pass-through entity:	<u>FL Division of Emergency Management</u>
Contact information for the pass-through entity:	<u>Angela.Collins@em.myflorida.com</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.039 Hazard Mitigation Grant Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Golden Lakes Community Development District**, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Angela Collins, FCCM
 Project Manager
 Bureau of Mitigation
 Florida Division of Emergency Management
 2555 Shumard Oak Boulevard
 Tallahassee, Florida 32399
 Telephone: 850-815-4543
 Email: Angela.Collins@em.myflorida.com

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

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

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

Steve Shealey
Senior Consultant
2105 Dundee Road
Winter Haven, Florida 33884
Telephone: 863-698-3226
Email: SShealey@pennoni.com

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

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

(7) SCOPE OF WORK

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

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on **January 31, 2022**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$37,106.25**.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:
 - i. The required minimum acceptable level of service to be performed; and,
 - ii. The criteria for evaluating the successful completion of each deliverable.
- f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."
- g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in

the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

- ii. Participation of the individual in the travel is necessary to the Federal award.

- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

- j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

- ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of

interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become

public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable

provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

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

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

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

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

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

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

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
 - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

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

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

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

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

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

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited

to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;
- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
- viii. Engage in any arbitrary action during the procurement process; or,
- ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

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

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

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

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 (“Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms”).

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Scope of Work
 - iii. Attachment B – Program Statutes and Regulations
 - iv. Attachment C – Statement of Assurances
 - v. Attachment D – Request for Advance or Reimbursement
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Quarterly Report Form
 - viii. Attachment G – Warranties and Representations
 - ix. Attachment H – Certification Regarding Debarment
 - x. Attachment I – Federal Funding Accountability and Transparency Act
 - xi. Attachment J – Mandatory Contract Provisions

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior

to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

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

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

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

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

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

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

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

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

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

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

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

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

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

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

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

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

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

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

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

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

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

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

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

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

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

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

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

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The

contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

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

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

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

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

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

- i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
- c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

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

SUB-RECIPIENT: Golden Lakes Community Development District

By: Larry Knapp
Name and title: LARRY KNAPP, CHAIRMAN
Date: OCT 16, 2020
FID# _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____
Name and Title: Jared Moskowitz, Director

Date: _____

EXHIBIT – 1

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

Federal Program

Federal agency: Federal Emergency Management Agency: Hazard Mitigation Grant

Catalog of Federal Domestic Assistance title and number: 97.039

Award amount: **\$ 37,106.25**

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

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Localized Minor Drainage Improvement
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work (SOW) is to improve drainage at Eaglebrooke Development in Lakeland, Polk County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-0353-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, Golden Lakes Community Development District (GLCDD), shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage and risk of flooding of three homes around the A1 pond within the Golden Lakes CDD located in Lakeland, Florida, 33813. Coordinates (27.943601, -81.941539).

The scope is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall include the installation of a 10 feet deep cutoff wall attached to and below the existing wall along the lowest 500 feet of the existing pond to prevent future recurrences of flooding.

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

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the Phase I scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations.

All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

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

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

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

demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

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

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

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

- 2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

Phase I consists of fees; for conducting survey, drainage study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the drainage. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all scope of work changes, if any.

- a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies.
 - b) Construction Plans and bid documents.
 - c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.
 - d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
 - e) Color maps including topographical, aerial, and ground disturbance.
 - f) Color photographs of the project area and areas of ground disturbance.
 - g) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.
 - h) Copy of the United States Army Corps of Engineers (USACE) permit or No Permit Required notification.
 - i) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

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

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

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

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

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

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

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

The Sub-Recipient's Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval, and to implement measures to improve the drainage around three homes around the A1 pond within the Golden Lakes CDD located in Lakeland, Florida, 33813.

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

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

PROJECT CONDITIONS AND REQUIREMENTS:**C) Engineering:**

- 1) The Sub-Recipient shall submit signed and sealed Engineering plans that clearly show the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). The H&H study shall contain at least 3 scenarios, where one represents the level of protection; under each scenario, the Sub-Recipient must identify the losses before and after mitigation (structural, content, displacement, road closure duration, or any other needed to show the improvements after the mitigation project is implemented). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.
- 2) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that are being damaged and FEMA Special Flood Hazard Areas on the same plan.
- 3) Submit a refined cost estimate, to include final Phase I Fees and Phase II Construction Materials and Labor.

D) Environmental:

- 1) Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- 2) Acceptance of federal funding requires the Sub-Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 3) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.
 - a) United States Army Corps of Engineers (USACE): Consultation with the USACE is required. A permit or No Permit Required shall be submitted.
 - b) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be submitted. Any conditions for compliance shall be included in the final design plans, narrative, and project implementation actions.
- 4) Historical Preservation compliance documents shall be obtained. Review documentation required:
 - a) Color maps including topographical and aerial with the project location clearly marked.
 - b) Color photographs of any area with ground disturbance (electronic).
 - c) Indicate if project site is located within a designated historic district or historic neighborhood.

- 5) Tribal Consultation shall be required for proposed ground disturbing activities. The following documents shall be required and submitted as part of deliverables:
 - a) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas.
 - b) Previous and current use of proposed project area.
 - c) Any known site work or historic uses for the proposed location.
 - d) Any available studies that may have taken place on the property.
- 6) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.
- 7) No construction work may begin until Phase II is approved by the Division and FEMA.

E) Programmatic:

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Sub-Recipient must “obtain prior written approval for any budget revision which would result in a need for additional funds” [44 CFR 13(c)], from the Division and FEMA.
- 4) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.
- 5) Any extension of the Period of Performance shall be submitted to FEMA sixty (60) days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, thirty (30) days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II – Construction is considered.
- 8) When Phase I is completed, the Sub-Recipient must provide 100% completed designs, calculations, a full set of signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will take place. The data inputs to the final BCA for Phase II approval, must be based on the inputs and outputs of a hazard related study such as erosion, Hydraulic & Hydrologic study, damage calculations, road closures, etc. No assumptions or historical damage will be acceptable for final BCA of Phase II approval. No construction activities for this project have been approved.
- 9) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 10) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

This is FEMA project number **4337-0353-R**, and is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337 (Hurricane Irma).

FEMA awarded this project on **February 4, 2020**; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **January 31, 2022**.

F) FINANCIAL CONSEQUENCES:

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

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

Schedule of Work

Phase I –

State/Local Contracting:	3 Months
H&H Study and Surveys:	4 Months
Design Specifications:	4 Months
Permitting:	3 Months
Deliverables Submitted to FDEM:	1 Month
Total Period of Performance:	15 Months

BUDGET**Line Item Budget***

	Project Cost	Federal Share	Non-Federal Share
Materials:	\$0.00	\$0.00	\$0.00
Labor:	\$0.00	\$0.00	\$0.00
Fees:	\$49,475.00	\$37,106.25	\$12,368.75
Initial Agreement Amount:	\$49,475.00	\$37,106.25	\$12,368.75
***Contingency Funds:	\$0.00	\$0.00	\$0.00
Project Total:	\$49,475.00	\$37,106.25	\$12,368.75

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

*** **This project has an estimated \$0.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

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

Funding Summary

Federal Share:	\$37,106.25	(75%)
Non-Federal Share:	\$12,368.75	(25%)
Total Project Cost:	\$49,475.00	(100.00%)

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes

- (14) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is

used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 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;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/government/grant/sfha_conditions.shtm

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (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 Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)**” which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.
- (4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.
- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all

reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with 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;
- (n) 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;
- (o) 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;
- (p) 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;
- (q) 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;
- (r) 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;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626
- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (y) 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;
- (z) 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.;
- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

- (bb) 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;
- (cc) 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;
- (dd) 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;
- (ee) 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);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) 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
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (ii) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
 - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
 - (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
 - (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
 - (6) Leave the demolished site clean, level and free of debris.
 - (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
 - (8) Obtain all required permits.
 - (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
 - (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

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

SUB-RECIPIENT: Golden Lakes Community Development District

REMIT ADDRESS: _____

CITY: Winter Park STATE: Florida ZIP CODE: 32789

PROJECT TYPE: Drainage Improvement PROJECT #: 4337-353-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0456

APPROVED BUDGET: _____ FEDERAL SHARE: _____ MATCH: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ To _____ Payment #: _____

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Non- Federal 25%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME / TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL	\$ _____
ADMINISTRATIVE COST	\$ _____
APPROVED FOR PAYMENT	\$ _____
GOVERNOR'S AUTHORIZED REPRESENTATIVE _____	
DATE _____	

**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT:	Golden Lakes Community Development District	PAYMENT #:	
PROJECT TYPE:	Drainage Improvement	PROJECT #:	4337-353-R
PROGRAM:	Hazard Mitigation Grant Program	CONTRACT #:	H0456

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
9					
<i>This payment represents % completion of the project.</i>					TOTAL

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

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

⁴ *List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.*

**Attachment E
JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT: Golden Lakes Community Development District

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

☐ **ADVANCE REQUESTED**

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

If you are requesting an advance, complete the following chart and line item justification below.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F

DIVISION OF EMERGENCY MANAGEMENT
HAZARD MITIGATION GRANT PROGRAM
QUARTERLY REPORT FORM

Instructions: Complete and submit this form to the appropriate Project Manager within fifteen (15) days of each quarter's end date.

SUB-RECIPIENT: Golden Lakes Community Development District PROJECT #: 4337-353-R
PROJECT TYPE: Drainage Improvement CONTRACT #: H0456
PROGRAM: Hazard Mitigation Grant Program QUARTER ENDING: _____

Advance Payment Information:

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

Provide reimbursement **Projections** for this project (*projections may change*):

Jul-Sep 20__ \$ _____ Oct-Dec 20__ \$ _____ Jan-Mar 20__ \$ _____ Apr-Jun 20__ \$ _____

Target Dates:

Contract Initiation Date: _____ Contract Expiration Date: _____

Estimated Project Completion Date: _____

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, please describe under **Issues** below*)

Percentage of Work Completed (*may be confirmed by state inspectors*): _____ %

Describe **Milestones** achieved during this quarter:

Provide a **Schedule** for the remainder of work to project completion: (*Milestones from Contract with estimated dates*)

<u>Milestone</u>	<u>Date</u>

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

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Additional **Comments**/Elaboration:

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your sub grant award.

Person Completing Form:

Phone:

~ To be completed by Division staff ~

Date Reviewed: _____ Reviewer: _____

Actions:

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

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

Attachment H

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Subcontractor Covered Transactions

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

SUBCONTRACTOR

By: _____

Signature

Name and Title

Street Address

City, State, Zip

Date

**Golden Lakes Community
Development District**

Sub-Recipient's Name

H0456

DEM Contract Number

4337-353-R

FEMA Project Number

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4337-353-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ 37,106.25

OBLIGATION/ACTION DATE: February 4, 2020

SUBAWARD DATE (if applicable): _____

DUNS#: 079641444

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: _____
 DBA NAME (IF APPLICABLE): _____
 PRINCIPAL PLACE OF BUSINESS ADDRESS: _____
 ADDRESS LINE 1: _____
 ADDRESS LINE 2: _____
 ADDRESS LINE 3: _____
 CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY DUNS# (if applicable): _____
 CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage and risk of flooding of three homes around the A1 pond within the Golden Lakes CDD located in Lakeland, Florida, 33813. Coordinates (27.943601, -81.941539).

The scope is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall include the installation of a 10 feet deep cutoff wall attached to and below the existing wall along the lowest 500 feet of the existing pond to prevent future recurrences of flooding.

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

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____
 ADDRESS LINE 2: _____
 ADDRESS LINE 3: _____
 CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☐

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

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/execomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: Larry Knapp

NAME AND TITLE: LARRY KNAPP, CHAIRMAN

DATE: 10/16/20

Attachment J
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

OMB Guidance

Pt. 200, App. II

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 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"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or

materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) 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 (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

Pt. 200, App. III

2 CFR Ch. II (1-1-14 Edition)

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHEs)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to

7B

April 24, 2019

PROJECT NO. GLCDD18002

Bob Koncar, District Manager
Golden Lakes Community Development District
313 Campus Street
Celebration, Florida 34747

RE: PROPOSAL TO PERFORM A STORMWATER MANAGEMENT SYSTEM CAPACITY EVALUATION, LAKELAND, FLORIDA

Dear Mr. Koncar:

Pennoni Associates Inc. (Pennoni) is pleased to present this proposal to the Board of Supervisors (the Client) for the Golden Lakes Community Development District (GLCDD). The Client has requested that Pennoni evaluate the possibility of reducing or eliminating North Pond 1A and perform a review of the existing backbone (main) stormwater management system to determine if extra capacity exists in the system downgradient of North Pond 1A. Please reference the attached Project Site for additional information. Assumptions related to our proposed Scope of Services and fees are as follows:

- The engineering effort, i.e. the hydrologic and hydraulic evaluation, will cover an area within the Project Site. No regional flood evaluations or tailwater conditions beyond the Project Site will be required. No stormwater model calibrations will be required.
- LIDAR data, as provided by the Southwest Florida Water Management District (SWFWMD) and field surveyed topographic information of the Project Site will be used for creating a digital terrain model/surface (DTS) of the existing system.
- The existing modeling information (to be obtained from the SWFWMD), topography, DTS, and study vertical datum will be based on the NAVD88 vertical datum. The horizontal datum will be Florida State Plane Coordinate System of 1983; Florida West Zone NAD83/2011 Adjustment.
- For the hydrologic analysis, no soils field data collection will be performed; the NRCS soils data will be used for the hydrologic analysis.
- The Client will provide historic high watermarks, flooding elevation information and any stormwater related problems. No ordinary high-water line or wetland mapping will be performed.
- The Client will provide title information, to include easements and owner and encumbrance reports and surveying effort to establish land restrictions which will encumber the proposed improvements.
- The permitted design and modeling information is readily available and consistent with the as-built conditions.

SCOPE OF SERVICES

TASK 1 – Surveying Services

Pennoni will collect field survey elevations of marked seasonal high-water levels of the onsite backbone stormwater management ponds that will be field flagged by the Client's soil scientist.

As a quality control measure, Pennoni will collect up to ten (10) outfall structure elevations located on the existing backbone stormwater master system and compare them to the original as-built elevations and design elevations.

TASK 2 – Engineering Evaluation of Stormwater Management System

Pennoni will evaluate the 1995 and 2004 stormwater designs and review of the existing stormwater management system to determine if extra capacity exists in the existing system or if the existing system can be modified to receive stormwater from the existing conveyance system which currently discharges into North Pond A1.

Based on the previously permitted stormwater management system information obtained via the SWFWMD's files, Pennoni will develop a 1-D hydraulic and hydrologic surface model of the existing master backbone stormwater management system (i.e., stormwater retention/detention ponds) and analyze the permitted storm event level of service (e.g. the 100-year and 25-year, 24-hour storm event) routing simulations.

Initial water levels for the study area shall be established using a seasonal high-water estimate. Pennoni will coordinate with the Client's soil scientist to flag the seasonal high estimated within the master stormwater management area. It is estimated the soil scientist cost will be less than approximately \$1900.

As deemed necessary by Pennoni, Pennoni will utilize the field survey data (noted in Task 1) combined with the SWFWMD aerial LIDAR topography to create a CAD base maps of the master stormwater management system for illustration purposes. This data will not be used to create the hydraulic model.

Pipe data will be based on the permitted model information obtained from the SWFWMD files. Pipe end treatments shall be determined based on photos at the survey locations and construction plan data, if available.

Drop structure data will be based on the permitted model information obtained from the SWFWMD files. If deemed applicable by Pennoni, tailwater conditions will be based on the 10-year 24-hour storm event simulation.

Drainage Basins will be delineated based on the SWFWMD permitted construction plan information. Impervious and directly connected impervious percentages will be specified for each land use, and a distributed curve number analysis based on each unique soil-land use combination will be used.

Conduct field reconnaissance to review drainage structure locations and drainage areas.

Attend up to two (2) coordination update meetings with the Client to review the project information. The meetings may be done by web meetings.

SCHEDULE

The work under this assignment will be completed within 90 days of the approval of the contract by the client.

FEE

Pennoni will complete the professional services as identified in the Scope of Services for the fixed fee of:

Task 1 – Surveying Services	\$ 3,500
Task 2 – Engineering Evaluation of Stormwater Management System	\$29,070

Any services performed by Pennoni for this Project which are not specifically included in the above Scope of Services are Additional Services and will be billed in addition to the above-stated fixed fee in accordance with our attached Schedule of Hourly Rates and Reimbursable Costs.

Payment of permitting and review fees, impact fees, soils testing, traffic studies, surveying, structural engineering, geotechnical engineering, environmental/ecological surveys, and other subconsultants, and other costs not included in this proposal are the Client's responsibility.

BILLING AND PAYMENT

An invoice for professional services completed will be presented for payment on a monthly basis. Invoices are due upon receipt. The Client acknowledges that the method of billing and payment has been discussed in detail, that the terms agreed upon can only be changed by a written addendum agreed to by both parties, and that work may be stopped until payment is made in accordance with the agreement.

Payments to Pennoni shall be made no later than 15 days after the Client is paid by the Owner under the Prime Agreement. The Client shall exert reasonable and diligent efforts to collect prompt payment from the Owner. The Client shall pay Pennoni in proportion to amounts received from the Owner which are attributable to Pennoni services rendered.

EXCLUSIONS

ACOE, USF&W, Archeological, Historic and Cultural Resources Review and Permitting; Cost Estimates; Drainage Collection and Stormsewer Analysis; FEMA Floodplain Revision or Amendments; Formal Protected Species (Flora and Fauna) Surveys and Impacts Permitting; Surveys, Impacts, Mitigation (e.g. wetland) Compensation Design, and Permitting; Mitigation Design, Permitting and Alternative Solution Analyses;

Appraisal, Land Valuation Activities, and Easement Acquisition/Property Procurement Activities; Opinion of Probable Construction Costs; Effectiveness and Cost Benefit Analysis; Mechanical and Geotechnical Engineering; Groundwater and Seepage Modeling; Preparation of a Project Manual, Bid and Construction Contract Documents; Design or Coordination of the Relocation of Existing Utilities; and all other services not explicitly described above.

TERMS AND CONDITIONS

Pennoni Associates Inc. General Terms and Conditions (Form LE01FL 01/2018) are attached hereto and are considered as part of the Scope of Services. The Client indicates by the execution of this proposal that they have reviewed and understand the General Terms and Conditions.

To proceed with the design services as quickly as possible and keep the costs to a minimum, Pennoni will rely on information provided by others or historical information available for the property. Research associated with or verification of the accuracy of information provided by others is not part of this Project.

If the Project work is suspended for more than 60 days, Pennoni may charge a 're-start' fee for the time required to become re-familiarized with the Project, re-initiate work, and re-engage the review agencies. This proposal may be void if not executed within 30 days.

All legal actions by either party or third parties against the other arising out of or in any way connected with this Agreement or the services to be performed hereunder shall be barred and under no circumstances shall any such legal action be initiated by either party after five (5) years from the date of Pennoni's substantial completion of work or the Owner's certification of occupancy (whichever occurs first), unless this Agreement shall be terminated earlier, in which case the date of termination of this Agreement shall be the date upon which such period shall commence.

Pursuant to 558.0035 F.S., an agent or individual employee may not be individually held liable for negligence.

Thank you for the opportunity to provide these professional services. If this proposal is acceptable, please sign and return this proposal as our Notice-to-Proceed. If you have any questions, or if you would like to discuss any of the above, please do not hesitate to contact us.

Sincerely,

PENNONI



Steven C. Shealey, PE
Senior Consultant



Richard Butala
Vice President/Office Director

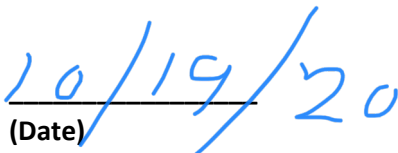
Accepted By:



(Authorized Representative of the Client)



(Print Name & Title)



(Date)



SOURCE

BING MAP
LAKELAND, FLORIDA

SITE LOCATION

SECTIONS: 19 & 30
TOWNSHIP: 29
RANGE: 24



PROJECT SITE MAP
GOLDEN LAKES COMMUNITY DEVELOPMENT DISTRICT
STORMWATER MASTER PLAN EVALUATION

PROJECT No. GLCDD18001



PENNONI ASSOCIATES INC.

401 Third Street SW
Winter Haven, FL 33880
T 863.324.1112 F 863.294.6185
COA# 00007819

Billing Rates

2020 SCHEDULE OF FEES

Pennoni provides engineering consulting services to its clients in accordance with the terms and conditions of our contract. Pennoni's compensation will be based on the following schedule of fees and charges unless our contract specifies otherwise.

LABOR CATEGORY	RATES: \$/HOUR
Senior Principal Professional.....	\$ 260
Principal Professional	\$ 210
Senior Professional.....	\$ 178
Project Professional	\$ 166
Staff Professional.....	\$ 158
Associate Professional.....	\$ 148
Graduate Professional.....	\$ 126
Technician III.....	\$ 114
Technician II.....	\$ 105
Technician I.....	\$ 95
3-man Survey Crew	\$ 170
2-man Survey Crew	\$ 125
Senior Field Technician	\$ 125
Field Technician III.....	\$ 90
Field Technician II.....	\$ 80
Field Technician I.....	\$ 70
Laboratory Technician.....	\$ 85
Building Code Official	\$ 102
Project Assistant.....	\$ 74

- Add 15% to above Survey Crew rates when OSHA 40-hour training required
- Technical Support/Expert Testimony Fee provided upon request
- "Professional" includes all disciplines (Engineer, Landscape Architect, Surveyor, Planner, Geologist, etc.)

EXPENSES:

Pennoni does not bill for routine office management or accounting services; however, direct expense charges described below are subject to an additional administrative and handling fee as indicated:

- Subconsultant/Subcontractor services: cost plus 10%
- Project Related Travel and Living Expenses: cost plus 10%
- Field Equipment, Expendable Materials/Supplies and Outside Reproduction: cost plus 10%
- Passenger Vehicles: per IRS standard rate
- Field Vehicles: \$100.00/day
- Record Retrieval: \$500.00/request plus reprographic charge
- Communication Fee: 2% of billable labor. Includes cost for non-deliverable in-house photocopies, non-express postage and telephone/fax/computer.





Agenda Page 123

PENNONI ASSOCIATES INC. GENERAL TERMS & CONDITIONS

1. Unless withdrawn sooner, proposals are valid for thirty (30) days.
2. The technical and pricing information in proposals is the confidential and proprietary property of Pennoni Associates Inc. ("Pennoni") or any Pennoni subsidiary or affiliate. Client agrees not to use or to disclose to third parties any technical or pricing information without Pennoni's written consent.
3. The agreement created by the Client's acceptance of a proposal and these Terms & Conditions is hereinafter referred to as the "Agreement." If a proposal is submitted to Client and Client fails to return a signed copy of the proposal but knowingly allows Pennoni to proceed with the services, then Client shall be deemed to have accepted the terms of the proposal and these General Terms & Conditions. If there is a conflict or inconsistency between any express term or condition in the proposal and these General Terms & Conditions, then the proposal shall take precedence. The proposal and these General Terms & Conditions constitute the entire Agreement, and supersede any previous agreement or understanding.
4. Payment is due upon receipt of invoices as submitted. If Client chooses to make any payment via major credit card, Client agrees to pay a 3% surcharge or 1.03 times the total amount invoiced. Client agrees to pay interest at the rate of 1½ percent per month on invoices that are more than 30 days past due. If an invoice is 30 or more days past due, then Pennoni may suspend services and refuse to release work on this Agreement or any other agreement between Client and Pennoni until Client has paid all amounts due. Unless Pennoni receives written notice of Client's dispute of an invoice within 30 days of the invoice date, the invoice will be presumed correct. If payment is not made in accordance with the Agreement, then Client agrees to pay reasonable costs and attorney's fees incurred by Pennoni to collect payment.
5. All drawings, sketches, specifications and other documents ("Documents") in any form, including electronic, prepared by Pennoni are instruments of Pennoni's services, and as such are and shall remain Pennoni's property. Upon payment in accordance with the Agreement, Client shall have the right to use and reproduce the Documents solely for the purposes of constructing, remediating, using or maintaining the project contemplated by the Agreement ("Project"). The Documents are prepared for use on this Project only, and are not appropriate for use on other projects, any additions or alterations of the Project, or completion of the Project by others. Client shall not use the Documents in violation of this paragraph without Pennoni's express written consent; and such use is at the Client's sole risk. Client agrees to indemnify, defend and hold harmless Pennoni from any claims, damages, losses, liabilities and expenses arising from such prohibited use.
6. The proposed fees and schedule constitute Pennoni's best estimate of the charges and time required to complete the Project. As the Project progresses, facts uncovered may dictate revisions in scope, schedule or fee. The hourly rate schedule for services provided on a time and material basis will be subject to increases annually.
7. Fee and schedule commitments will be subject to change for delays caused by Client's failure to provide specified facilities or information, or for delays caused by third parties, unpredictable occurrences or force majeure.
8. Where the method of payment is based on time and materials, Client agrees that the following will apply: The minimum time segment for charging work is one-quarter hour, except the minimum time segment for charging of field survey work is four (4) hours. Client reimbursable expenses include travel and living expenses of personnel when away from the home office on business connected with the Project; subcontractor and subconsultant costs; identifiable communications, mailing and reproduction costs; identifiable drafting and stenographic supplies; and expendable materials and supplies purchased specifically for the Project. A ten (10) percent administrative and handling charge will be added to client reimbursable expenses.
9. Client's termination of this Agreement will not be effective unless Client gives Pennoni seven (7) days prior written notice with accompanying reasons and details, and affords Pennoni an opportunity to respond. Where the method of payment is "Lump Sum," Client agrees that the final invoice will be based on services performed to the effective date of cancellation, plus an equitable adjustment to provide for costs Pennoni incurred for commitments made prior to cancellation. Where the method of payment is time and materials, Client agrees that the final invoice will include all services and direct expenses up to the effective date of cancellation plus an equitable adjustment to provide for costs Pennoni incurred for commitments made prior to cancellation.
10. Pennoni will maintain at its own expense Workman's Compensation insurance, Commercial General Liability insurance, and Professional Liability insurance.
11. Neither the Client nor Pennoni shall assign this Agreement without the written consent of the other.

12. Pennoni does not represent or warrant that any permit or approval will be issued by any governmental or regulatory body. Pennoni will endeavor to prepare applications for such permit or approval in conformance with applicable requirements; but, in view of the complexity of and the frequent changes in applicable rules and regulations and interpretations by the authorities, Pennoni cannot guarantee that any such application will be considered complete or will conform to all applicable requirements.
13. Pennoni will perform its work in accordance with generally accepted professional standards. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. This Agreement is solely for the benefit of the Client and its successors. There is no third-party beneficiary of this Agreement.
14. CLIENT AND PENNONI HAVE CONSIDERED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, AS WELL AS PENNONI'S TOTAL FEE FOR SERVICES. CLIENT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, PENNONI'S TOTAL AGGREGATE LIABILITY (INCLUDING THE LIABILITY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS AND CONSULTANTS) TO THE CLIENT (AND ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT) FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES IS LIMITED TO THE TOTAL FEE RECEIVED BY PENNONI UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. SUCH CAUSES INCLUDE, BUT ARE NOT LIMITED TO, PENNONI'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF CONTRACT OR WARRANTY.

IN THE EVENT THE CLIENT IS UNABLE TO ACCEPT THE ABOVE LIMITATION OF LIABILITY, PENNONI AGREES TO INCREASE THE LIMITATION TO \$1,000,000 UPON ITS RECEIPT, PRIOR TO PERFORMING ANY SERVICES, OF CLIENT'S WRITTEN AGREEMENT TO PAY AN ADDITIONAL SUM OF NOT LESS THAN 10% OF THE TOTAL FEE UNDER THIS AGREEMENT OR \$1,000, WHICHEVER IS GREATER.
15. Client shall make no claim against Pennoni unless the Client first provides a written certification, executed by an independent design professional, specifying those acts or omissions which the independent design professional contends is a violation of generally accepted professional standards and upon which the claim will be premised. The independent design professional must be licensed to practice in the state where the Project is located and in the discipline related to the claim. Client agrees that the independent design professional's certification is a condition precedent to the Client's right to institute any judicial proceeding.
16. If required under the scope of services, Pennoni shall visit the Project site to become generally familiar with the progress and quality of the work for which Pennoni prepared contract documents, and Pennoni shall not make exhaustive or continuous onsite inspections. Pennoni's services do not include supervision or direction of the contractor's work. Observation by Pennoni field representatives shall not excuse the contractor for defects or omissions in its work. Pennoni shall not control construction means, methods, techniques, sequences, or procedures, and the contractor is solely responsible for all work on the Project, including safety of all persons and property.
17. If Client does not retain Pennoni to render construction phase services, then Client waives any claim it may have against Pennoni and agrees to indemnify, defend, and hold harmless Pennoni from any loss or liability, including attorneys fees and other defense costs, arising out of or related to the interpretation of Pennoni's plans and specifications, the review of shop drawings, the evaluation of contractor's request for change orders, or the failure to detect and correct obvious errors or omissions in Pennoni's plans and specifications.
18. Unless and until a court determines that Pennoni's preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specifications and/or Pennoni's giving or failure to give instructions is the primary cause of any damage, claim, loss or expenses, Client shall indemnify, defend and hold harmless Pennoni and its officers, employees and consultants from and against all damages, claims, losses or expenses, including reasonable attorneys fees and other costs of defense, arising out of this Agreement. In the event the Client is required to defend Pennoni under this paragraph, Pennoni shall have the right to select its attorneys.
19. Client agrees to pay reasonable expert witness fees if Pennoni or any of its employees is subpoenaed to testify as a fact or opinion witness in any court proceeding, arbitration, or mediation to which the Client is a party.
20. Unless otherwise provided in this proposal, Pennoni shall have no responsibility for the discovery, presence, handling, removal, or disposal of hazardous materials or underground structures at the Project site.
21. Client and Pennoni waive consequential damages arising out of this Agreement.
22. This Agreement shall be governed by the laws of the State of Florida.
23. Both Pennoni and Client agree to waive the right to subrogation for covered losses and each shall obtain similar waivers from Owner, subcontractors, property and casualty insurers, and any other party involved in this Project.

Eighth Order of Business

November 17th, 2020

Presentation

Agenda Page 126



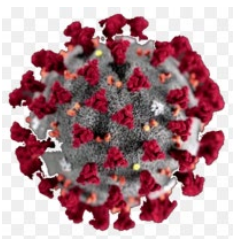
Recap of FY 2020

- Best year financially in the history of the Club.
- EBITDA will end up right around \$145K (numbers not final at time presentation was created).
- Completed roughly \$54K in capital improvements (Artwork in Clubhouse, Pumphouse Upgrades, Ice Machines, Shades on West end of Ballrooms).
- Cash flow is right around \$346K (up \$154K over last year at same time).



Year over Year key metrics

	2019	2020	YoY Variance
<i>Rounds</i>	39,411	41,570	2,159
<i>Golf Revenue</i>	\$1,763,535	\$1,853,868	\$90,333
<i>F&B Revenue</i>	\$1,339,305	\$1,001,003	-\$338,302
<i>Total Revenue</i>	\$3,353,681	\$3,067,152	-\$286,529
<i>EBITDA</i>	\$102,294	\$145,000	\$42,706
<i>Online Reputation</i>	4.5	4.59	0.09
<i>Online Reviews</i>	226	229	3



COVID IMPACT

- *F&B OPERATION CLOSED FOR PERIOD OF TIME*
- *STATE MANDATES RESTRICTED CAPACITY & BAR OPERATION*
- *ESTIMATED F&B REVENUE MISS THIS PAST YEAR OF \$323K*
- *A LA CARTE BUSINESS IS CURRENTLY AT 73% OF NORMAL REVENUE*
- *BANQUET BUSINESS IS PROJECTED AT 44% OF PRIOR YEAR IN OCT-DEC*
- *7% INCREASE IN ROUNDS OF GOLF OVER LAST YEAR (May – Sept)*
- *THE GOLF INDUSTRY THROUGHOUT THE US IS REPORTING GREAT NUMBERS SINCE THE PANDEMIC BEGAN. THE NUMBER OF ROUNDS IN THE US IS UP 8.7% OVER PRIOR YEAR (Through Sept).*
- *THE UNKNOWN – WHAT DOES OUR SEASON LOOK LIKE? WILL THE SNOWBIRDS TRAVEL SOUTH IN THE MIDST OF THE PANDEMIC?*



F&B Operation

- Due to the revenue impact that COVID has had, we have made operational changes to offset the impact.
- Major changes:
 - Closed on Monday's
 - Open for Dinner on Wednesday, Thursday, Friday
 - Lunch Service available on Tuesday – Sunday from 11-3pm
- We have had little to no negative feedback on these changes.
- Financially, the changes have proven effective. During the months of July, August, & September the F&B Contribution is up \$45K with \$39K less revenue (compared to 2019). We are operating much more efficiently.
- We are much more in line with competitors F&B “Hours of Operation” with the current changes.

Membership

- As of 11/1, we have 242 Annual Members
 - Dining – 10
 - Social – 39
 - Silver – 51
 - Gold – 30
 - Platinum – 112
- 12 Members are currently on Medical Leave of absence. This has been pretty consistent all year long.
- Roughly ½ of our seasonal members will not return this year due to COVID.
- As of 11/1, we had 11 Summer Members upgrade to an annual plan. We are expecting a handful more.
- We are projecting a 4-5% increase in Membership Dues Revenue over last year.

Outlook ahead

- Early in the year, we are projecting to beat FY 2020 numbers.
- Due to many unknowns (IN SEASON - COVID IMPACT)
- We are moving forward cautiously. Major Capital Purchases will be at a stand-still.





New Golf Carts have
arrived!!!



Billy Casper Golf Rebrand



THANK
YOU