



**CITY OF FORT LAUDERDALE**  
**City Commission Agenda Memo**  
**REGULAR MEETING**

**#23-0599**

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**TO:** Honorable Mayor & Members of the  
Fort Lauderdale City Commission

**FROM:** Greg Chavarria, City Manager

**DATE:** July 5, 2023

**TITLE:** Resolution approving a Federally Funded Subaward and Grant Agreement for DR-4680 – Hurricane Nicole, and delegating to the City Manager the authority to execute the Agreement and any related documents, and to approve and execute any modifications of the Agreement - (**Commission Districts 1, 2, 3 and 4**)

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**Recommendation**

Staff recommends the City Commission adopt a resolution approving a Federally Funded Subaward and Grant Agreement for DR-4680 – Hurricane Nicole (“Agreement”) in substantially the form attached, and delegating to the City Manager the authority to execute the Agreement and any related documents, and to approve and execute any modifications of the Agreement.

**Background**

The United States Department of Homeland Security has awarded the State of Florida funds to reimburse municipalities for Hurricane Nicole expenditures, which was declared an emergency on November 7, 2022, by the State of Florida. Most of the hurricane projects will be funded by FEMA (75%), the State (12.5%) and the City (12.5%). However, certain projects may receive up to 100% reimbursement from the federal government.

FEMA, through the State of Florida, provides a modification to the grant agreement after each project has been “obligated” (agreement to reimburse grants) by the State. Obligation takes several months to occur, and the State requires a modification to the agreement for every project it approves. The grant agreement is attached as Exhibit 1 and modifications to grant agreement will be prepared and issued as the State obligates each request.

The City submitted a total claim of \$298,771 to FEMA for Hurricane Nicole. The City estimates it will receive \$224,079 in Federal funds from FEMA and \$37,346 from the State of Florida. The share to be borne by the City is expected to be \$37,346. The City has budgeted \$40,625 of matching funding for the City’s portion of the expenditures.

The total grant funding and recovery amounts are contingent upon the Department of Homeland Security and State of Florida review and appropriation of each individual project worksheet or obligation.

**Resource Impact**

There will be a positive fiscal impact associated with this action in the amount of \$261,425. Estimated impacts were approved on March 8, 2023, via Resolution No. 23-52, budget amendment CAM #23-0087.

**Strategic Connections:**

This item is a *Press Play Fort Lauderdale 2024 Strategic Plan*, specifically advancing:

- The Internal Support Focus Area
- Goal 8: Build a leading government organization that manages all resources wisely and sustainably.
- Objective: Maintain financial integrity through sound budgeting practices, prudent fiscal management, cost effective operations, and long-term financial planning

This item advances the *Fast Forward Fort Lauderdale 2035 Vision Plan: We Are Prosperous*.

**Attachments**

Exhibit 1 - Grant Agreement

Exhibit 2 - Resolution

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Prepared by: Pamela Harrell, Treasurer, Finance  
Maria Santiago, Sr. Accountant, Finance  
Matthew Eaton, Sr. Administrative Assistant, Finance

Department Director: Linda Short, Finance

**KCM** R-2 [23-0509](#) Resolution Waiving the Formal Competitive Solicitation and Selection Processes Pursuant to Division 2., Procurement, of Article V. of Chapter 2 of the City of Fort Lauderdale Procurement Ordinance, for Purchases of Goods and Services; and Approving a Pilot Program via a License Agreement with Slinkydog, LLC for Pixar Putt Putt utilizing the Las Olas Garage Rooftop - (Commission District 2)

**REMOVED FROM AGENDA**

**PGB** R-3 [23-0599](#) Resolution Approving a Federally Funded Subaward and Grant Agreement for DR-4680 - Hurricane Nicole, and delegating to the City Manager the authority to execute the Agreement and any related documents, and to approve and execute any modifications of the Agreement - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Yea: 5 - Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman and Mayor Trantalis

**PUBLIC HEARINGS**

**RBD** PH-1 [23-0433](#) Public Hearing - Quasi Judicial Resolution Denying a Waiver of Limitations at 801 SW 6th Street, for the Installation of Three (3) Triple Mooring Pile Clusters Extending a Maximum of 50'+/- - (Commission District 4)

Anyone wishing to speak must be sworn in. Commission will announce any site visits, communications or expert opinions received and must make them part of the record

**ADOPTED AS AMENDED - Approving Waiver of Limitations**

Yea: 5 - Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman and Mayor Trantalis

[23-0686](#) WALK-ON - Motion to Extend Commission Meeting until 11pm

APPROVED

Yea: 5 - Commissioner Sturman, Commissioner Herbst, Commissioner Glassman, Vice Mayor Beasley-Pittman and Mayor Trantalis

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, APPROVING A FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT FOR DR-4680 – HURRICANE NICOLE WITH THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT, DELEGATING TO THE CITY MANAGER THE AUTHORITY TO EXECUTE THE FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT AND ANY RELATED DOCUMENTS, AND TO APPROVE AND EXECUTE ANY MODIFICATIONS OF THE FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT, AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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WHEREAS, the United States Department of Homeland Security (“USDHS”), has awarded the State of Florida funds to reimburse municipalities for Hurricane Nicole expenditures; and

WHEREAS, the City of Fort Lauderdale (“City”) has submitted a total claim of \$298,771 to the Federal Emergency Management Agency (“FEMA”) for Hurricane Nicole, and it is estimated that the City will receive \$224,079 in federal funds from FEMA and \$37,346 from the State of Florida; and

WHEREAS, the total grant funding and recovery amounts are contingent upon USDHS and State of Florida review and appropriation of each individual project worksheet or obligation;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA THAT:

**SECTION 1.** That the City Commission approves a Federally Funded Subaward and Grant Agreement for DR-4680 – Hurricane Nicole (“Agreement”) in substantially the form attached to City Commission Agenda Memo #23-0599, and delegates to the City Manager the authority to execute the Agreement and any related documents, and to approve and execute any modifications of the Agreement.

**SECTION 2.** That if any clause, section, or other part of this Resolution shall be held invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Resolution shall not be affected thereby, but shall remain in full force and effect.

**SECTION 3.** That this Resolution shall be in full force and effect immediately upon its adoption.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor  
DEAN J. TRANTALIS

ATTEST:

\_\_\_\_\_  
City Clerk  
DAVID R. SOLOMAN

APPROVED AS TO FORM  
AND CORRECTNESS:

\_\_\_\_\_  
Interim City Attorney  
D'WAYNE M. SPENCE

Dean J. Trantalis \_\_\_\_\_  
John C. Herbst \_\_\_\_\_  
Steven Glassman \_\_\_\_\_  
Pamela Beasley-Pittman \_\_\_\_\_  
Warren Sturman \_\_\_\_\_

**FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for DR - 4680 - Hurricane Nicole**

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name: Fort Lauderdale, City of

Subrecipient's unique entity identifier: \_\_\_\_\_

Federal Award Date: Dec 17, 2022

Subaward Period of Performance Start and End Date (Cat A-B): Nov 7, 2022 - June 13, 2023

Subaward Period of Performance Start and End Date (Cat C-G): Nov 7, 2022 - June 13, 2024

Amount of Federal Funds Obligated by this Agreement: N/A

Total Amount of Federal Funds Obligated to the Subrecipient  
by the pass-through entity to include this Agreement: \_\_\_\_\_

Total Amount of the Federal Award committed to the Subrecipient  
by the pass-through entity: \_\_\_\_\_

Federal award project description (see Federal Funding  
Accountability and Transparency Act (FFATA): Grant for communities to respond to and  
recover from major disasters or  
emergencies and for limited mitigation  
measures.

Name of Federal awarding agency: Department of Homeland Security (DHS)  
Federal Emergency Management Agency  
(FEMA)

Name of pass-through entity: Florida Division of Emergency  
Management (FDEM)

Contact information for the pass-through entity: 2555 Shumard Oak Blvd.  
Tallahassee, FL 32399-2100

Assistance Listing Number (Formerly CFDA Number): 97.036

Assistance Listing Program Title (Formerly CFDA program Title): Disaster Grants - Public Assistance (Presidentially  
Declared Disasters)

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 Fort Lauderdale, City of (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Division and the Subrecipient to allow the Division to pay grant funds to the Subrecipient.

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

**(1) APPLICATION OF STATE LAW TO THIS AGREEMENT**

2 CFR § 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. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations. 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. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied.

**(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 Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:

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

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

Name            Jennifer Stallings  
Title            Grant Program Manager  
Bureau of      Recovery  
Address:       Florida Division of Emergency Management  
                    2555 Shumard Oak Blvd.  
                    Tallahassee, FL 32399-2100  
Telephone:    (850) 815-4408  
Email:           Jennifer.Stallings@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name:         Maria Santiago  
Address:      100 N Andrews Ave, CH6 Finance Dept  
                    Fort Lauderdale, FL 33301-1016

Telephone: 954-828-6363

Email: msantiago@fortlauderdale.gov

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

e. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Division's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

**(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, 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 Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

**(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE**

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

**(9) FUNDING**

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4680 - Hurricane Nicole. Payments to Subrecipients are contingent upon the granting of budget authority to the Division.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not**



**apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.**

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

**(10) PAYMENT**

a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. 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 Subrecipient.

**(11) REPAYMENTS**

a. Refunds or repayments of obligated funds may be paid to the Division through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Division to off-set against other obligated projects where deemed appropriate. In accordance with Chapter 255, Florida Statutes, the Subrecipient has 30 days to repay the funds from the issuance of the invoice from the Division. The Division may impose a 1% per month interest fee for unpaid invoices.

b. 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 must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

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

**(12) RECORDS**

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient 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 Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient 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 award and all other applicable laws and regulations.

**(13) AUDITS**

a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.

b. As required by 2 CFR § 200.337(a), “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 [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient’s] personnel for the purpose of interview and discussion related to such documents.” The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).

c. As required by 2 CFR § 200.332(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 Subrecipient 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 Subrecipient’s personnel for the purpose of interview and discussion related to such documents.

**(14) REPORTS**

a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Division with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, 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.

	Reporting Time Period	Subrecipient Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

b. The Subrecipient agrees to submit quarterly reports to the Division no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the closeout of each project in the Division’s Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by the Division or the Federal awarding agency.

**(15) MONITORING**

a. The Division shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203, that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Division as authorized by 2 CFR § 200.332(a)(2).

**(16) LIABILITY**

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient 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, Subrecipient 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 Subrecipient which is a State agency or political 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 Subrecipient 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.

**(17) TERMINATION**

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Division and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

**(18) PROCUREMENT**

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR §§ 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal



funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

**(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. Attachment A – Certification Regarding Debarment
- ii. Attachment B – Systems Access Form
- iii. Attachment C – Certification Regarding Lobbying

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

**SUBRECIPIENT:** Fort Lauderdale, City of


By:   
(Signature)

Name: for Greg Chavarria

Title: City Manager

Date: 7/24/23

Approved as to form and correctness:

  
Sr. Assistant City Attorney

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_  
Governor's Authorized Representative

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

**Attachment A**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
and VOLUNTARY EXCLUSION**

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
  - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) 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.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

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

Greg Chavarria, City Manager  
Name and Title

100 North Andrews Avenue  
Street Address

Fort Lauderdale, FL, 33301  
City, State, Zip

\_\_\_\_\_  
Date

Fort Lauderdale, City of  
Subrecipient's Name

Z3660  
DEM Contract Number

**Attachment B**  
**SYSTEMS ACCESS**

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

**Instructions for Completion**

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to [RPA.Help@em.myflorida.com](mailto:RPA.Help@em.myflorida.com).

The form is divided into twelve blocks; each block must be completed where appropriate.

**Block 1: "Authorized Agent"** – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

**Block 2: "Primary Contact"** – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

**Block 3: "Alternate Contact"** – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

**Block 4, 5, and 6: "Other"** (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

**Block 7 – 12: "Other" (Read Only Access)** – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

**Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

**SYSTEMS ACCESS FORM (CONTACTS)  
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM  
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

**Subrecipient: Fort Lauderdale, City of**

<b>Box 1: Authorized Agent (Full Access)</b>	<b>Box 2: Primary Contact (Full Access)</b>
Name Greg Chavarria	Name Maria Santiago
Signature	Signature
Organization / Official Position City of Fort Lauderdale/City Manager	Organization / Official Position City of Fort Lauderdale/Senior Accountant
Mailing Address 100 N Andrews Ave, CH7 CMO	Mailing Address 100 N Andrews Ave, CH6 Finance Dept
City, State, Zip Fort Lauderdale, FL 33301-1016	City, State, Zip Fort Lauderdale, FL 33301-1016
Daytime Telephone 954-828-6174	Daytime Telephone 954-828-6363
E-mail Address gchavarria@fortlauderdale.gov	E-mail Address msantiago@fortlauderdale.gov
<b>Box 3: Alternate Contact (Full Access)</b>	<b>Box 4: Other-Finance/Point of Contact (Full Access)</b>
Name Jermaine Frazier	Name Pamela Harrell
Signature	Signature
Organization / Official Position City of Fort Lauderdale/Battalion Chief Emergency Manager	Organization / Official Position City of Fort Lauderdale/Treasurer
Mailing Address 2200 Executive Airport Way	Mailing Address 100 N Andrews Ave, CH6 Finance Dept
City, State, Zip Fort Lauderdale, FL 33301-1733	City, State, Zip Fort Lauderdale, FL 33301-1016
Daytime Telephone 954-828-6280	Daytime Telephone 954-828-5228
E-mail Address jfrazier@fortlauderdale.gov	E-mail Address pharrell@fortlauderdale.gov
<b>Box 5: Other-Risk Mgmt-Insurance (Full Access)</b>	<b>Box 6: Other-Environmental-Historic (Full Access)</b>
Name Matthew Cobb	Name Todd Hiteshew
Signature	Signature
Organization / Official Position City of Fort Lauderdale/Asst Risk Manager	Organization / Official Position City of Fort Lauderdale/Environmental Compliance Manager
Mailing Address 100 N Andrews Ave, CH3 Risk Dept	Mailing Address 949 NW 38 Street
City, State, Zip Fort Lauderdale, FL 33301-1016	City, State, Zip Fort Lauderdale, FL 33309-5920
Daytime Telephone 954-828-5190	Daytime Telephone 954-828-7807
E-mail Address mcobb@fortlauderdale.gov	E-mail Address thiteshew@fortlauderdale.gov

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

\_\_\_\_\_  
Greg Chavarria, City Manager

**Subrecipient Authorized Representative Signature**

**Date**



**SYSTEMS ACCESS FORM (CONTACTS)  
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM  
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

**Subrecipient: Fort Lauderdale, City of**

**Date:**

**Box 7: Other (Read Only Access)**

**Box 8: Other (Read Only Access)**

Name Lucretia Penrow
Signature
Organization / Official Position City of Fort Lauderdale/Senior Accountant
Mailing Address 100 N Andrews Ave, CH6 Finance Dept
City, State, Zip Fort Lauderdale, FL 33301-1016
Daytime Telephone 954-828-6572
E-mail Address lpenrow@fortlauderdale.gov

Name Jamilla Prince
Signature
Organization / Official Position City of Fort Lauderdale/Senior Accountant
Mailing Address 100 N Andrews Ave, CH6 Finance Dept
City, State, Zip Fort Lauderdale, FL 33301-1016
Daytime Telephone 954-828-5578
E-mail Address jprince@fortlauderdale.gov

**Box 9: Other (Read Only Access)**

**Box 10: Other (Read Only Access)**

Name Jonathan Clark
Signature
Organization / Official Position Thompson Consulting Services/Senior Public Assistance Consultant
Mailing Address 2601 Maitland Center Parkway
City, State, Zip Maitland, FL 32751
Daytime Telephone 407-792-0018
E-mail Address jclark@thompsoncs.net

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

**Box 11: Other (Read Only Access)**

**Box 12: Other (Read Only Access)**

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Subrecipient's Fiscal Year (FY) Start: <b>Month:</b>	<b>Day:</b>
Subrecipient's Federal Employer's Identification Number (EIN)	59-6000319
Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management	
Subrecipient's: FIPS Number (If Known)	011-24000-00

**Attachment C  
Certification Regarding Lobbying**

**APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

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.

The Subrecipient or contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Subrecipient/contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Subrecipient/contractor's Authorized Official

\_\_\_\_\_  
Date



COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

3L

Today's Date: 7/19/2023

DOCUMENT TITLE: DEPARTMENT OF HOMELAND SECURITY – FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT FOR HURRICANE NICOLE

COMM. MTG. DATE: 7/5/2023 CAM #: 23-0599 ITEM #: R-3 CAM attached:  YES  NO

Routing Origin: CAO Router Name/Ext: J. Larregui/5106 Action Summary attached:  YES  NO

CIP FUNDED:  YES  NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) City Attorney's Office: Documents to be signed/routed?  YES  NO # of originals attached: 3

Is attached Granicus document Final?  YES  NO Approved as to Form:  YES  NO

Date to CCO: 7/24/23

Paul G. Bangel  
Attorney's Name

PGB/JL  
Initials

2) City Clerk's Office: # of originals: 3 Routed to: Donna V./Aimee L./CMO Date: 07/24/23

3) City Manager's Office: CMO LOG #: JUL 51 Document received from: CCO 7/24/23 1:30pm

Assigned to: GREG CHAVARRIA   
ANTHONY FAJARDO  SUSAN GRANT   
GREG CHAVARRIA as CRA Executive Director

APPROVED FOR G. CHAVARRIA'S SIGNATURE  N/A FOR G. CHAVARRIA TO SIGN

PER ACM: A. Fajardo (Initial/Date) S. Grant (Initial/Date)

PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward 3 originals to  Mayor  CCO Date: 7/24/23 2pm

4) Mayor/CRA Chairman: Please sign as indicated. Forward \_\_\_\_\_ originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_

5) City Clerk: Scan original and forwards 3 originals to: M. Eaton/Procurement/Ext. 5141 FOR ROUTING TO DEPARTMENT OF HOMELAND SECURITY

Attach 1 certified Reso # 23-134  YES  NO  
Larregui/CAO

Original Route form to J.