

STATE OF FLORIDA
ADMINISTRATIVE PLAN
for the
HAZARD MITIGATION GRANT PROGRAM

Hurricane Ian
FEMA-4673-DR-FL
Declared September 29, 2022

Hurricane Nicole
FEMA-4680-DR-FL
Declared December 13, 2022

Submitted in accordance with requirements of
Section 404 of the Robert T. Stafford
Disaster Relief and Emergency Assistance Act
(Public Law 93-288, as amended)



Division of Emergency Management

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I. INTRODUCTION

This plan outlines the administrative procedures for the Hazard Mitigation Grant Program (HMGP) for FEMA-4673-DR-FL and FEMA-4680-DR-FL. The intent of this plan is threefold:

- To outline the basic administrative procedures for the HMGP;
- To establish basic responsibilities between the State of Florida, the Florida Division of Emergency Management (FDEM) and the Federal Emergency Management Agency (FEMA); and
- To provide an easy-to-read document detailing how the HMGP is administered within the State of Florida for both a standard disaster declaration and a Post-Fire declaration (when applicable). Differences in administration between these two programs will be noted when appropriate.

This plan shall be updated as necessary to include all relevant procedural changes. In the event of any inconsistencies or conflict between the language of this plan and the attached operational agreements (Appendix H and Appendix I), the language of the operational agreement shall control, but only to the extent of the conflict or inconsistency.

This plan is incorporated into the State Enhanced Hazard Mitigation Plan as an appendix, which, in turn, is incorporated into the state's Comprehensive Emergency Management Plan (CEMP) via reference. The CEMP is the master operations document for the State of Florida, and it is the framework through which the state handles emergencies and disasters.

Mitigate FL is the statewide interagency mitigation workgroup. It is a combination of numerous agencies, stakeholders, and members of varying backgrounds and expertise. The purpose of this group is to discuss ongoing mitigation projects, new mitigation opportunities, and other mitigation-related issues. It also assists with the review and update of the State Enhanced Hazard Mitigation Plan, of which this plan is a part. Additional information about the formation, functions, and current membership of Mitigate FL can be found in Appendix K.

Program Administration by States (PAS) is an opt-in pilot program designed to give qualifying states more administrative responsibilities over the HMGP without additional FEMA oversight. Should the FDEM require PAS status for a disaster, this Administrative Plan will be amended to include the PAS Operational Agreement for that disaster. PAS status has been requested, or already granted, for the following disasters covered by this Administrative Plan.

- FEMA-4673-DR-FL Hurricane Ian (Appendix H)
- FEMA-4680-DR-FL Hurricane Nicole (Appendix I)

II. RESPONSIBILITIES

General Responsibilities

The Federal Emergency Management Agency (FEMA) is responsible for the following post-disaster hazard mitigation activities:

- Appoint a Federal Hazard Mitigation Officer for each disaster to manage and monitor hazard mitigation programs and activities;
- After a Presidential Disaster Declaration, coordinate with state and local governments to ensure that mitigation commitments are fulfilled, and take action when necessary, including recovery of funds or denial of future funds if mitigation commitments are not fulfilled;
- Provide technical assistance to state and local governments for mitigation activities;
- Conduct periodic reviews of the State's hazard mitigation activities and programs to ensure that the State is adequately prepared to meet its responsibilities;
- Assist the State in identifying appropriate mitigation actions for the state and/or local governments; and
- Coordinate with the State on the development and distribution of Hazard Mitigation Technical Assistance Program (HMTAP) task orders and related technical assistance reports. Additionally, coordinate with the State on the dissemination of Mitigation Outreach and Education materials.

The FDEM is responsible for the following:

- Act as the recipient agency for the State of Florida to administer the HMGP;
- Appoint a State Hazard Mitigation Officer (SHMO), who serves as the point of contact for all matters relating to Section 404 HMGP. For FEMA-4673-DR-FL Hurricane Ian and FEMA-4680-DR-FL Hurricane Nicole, the State Hazard Mitigation Officer is Laura Dhuwe, the Mitigation Bureau Chief, unless otherwise identified in the FEMA/State Agreement for the major disaster declaration;
- Ensure the State has an approved Standard State Hazard Mitigation Plan pursuant to 44 Code of Federal Regulations (C.F.R.) § 201.4 in order to receive assistance under the Stafford Act;

- Currently, the FDEM has a State Enhanced Hazard Mitigation Plan, which was approved on August 24, 2018.
- With FEMA and local government participation, conduct a post-disaster assessment of the damages incurred and provide recommendations on updating the relevant Local Mitigation Strategies (LMS);
- Request Management Cost Funding pursuant to FEMA Interim Policy #104-11-1;
- Provide a staffing and management plan within 120 days of the opening of the Joint Field Office (JFO);
 - Appendix E lists those staff positions that help administer the HMGP in addition to the responsibilities in their respective units and programs.
- Revise existing State Hazard Mitigation Plan annually, if necessary, in accordance with the current approved State Enhanced Hazard Mitigation Plan. A revised plan shall be submitted for approval to the Regional Administrator every three years (44 C.F.R. § 201.4 (d));
- Update this Section 404 Administrative Plan as required;
- Ensure all State initiated actions or projects are in conformance with the State Hazard Mitigation Plan under 44 C.F.R. § 201.4(c)(3)(iii) and § 201.5;
- Coordinate with the appropriate Local Mitigation Strategy (LMS) Working Groups to ensure that appropriate hazard mitigation actions consistent with their LMS are recommended for eventual funding under the HMGP and Unmet Needs Programs;
- Schedule and participate in HMGP applicant briefings to ensure that the appropriate LMS Working Groups and the potential applicants are aware of the application requirements and procedures, program eligibility, and key deadlines;
- Collect all relevant documents related to the current disasters and forward them to the Implementation Unit at the appropriate time;
- Coordinate with local governments to ensure that appropriate hazard mitigation actions are implemented and that the plans and actions of local governments are consistent with the plans and actions of the State;
- Provide technical assistance as required to local governments and/or sub-recipients;
- Manage HMGP funds;

- Monitor and submit quarterly progress reports to FEMA;
- Ensure that proper close-out procedures are followed;
- Coordinate all State and local responsibilities regarding hazard mitigation; and
- Notify the appropriate County Commission Chairperson, LMS Working Group Chairperson, and County Emergency Management Director of hazard mitigation grant funds.

Local governments and other eligible applicants are responsible for the following:

A. Chairman of the County Commission

- Shall ensure that a Chairperson for the LMS Working Group has been selected;
- Shall submit to FDEM a list of the members of the Working Group and its designated Chairperson and Vice-Chairperson as required by 27P-22 Florida Administrative Code.
- Ensure the LMS is approved by FEMA pursuant to 44 C.F.R. § 201.6 in order to receive HMGP project grants.

B. Chairperson of the LMS Working Group

- To make every effort to encourage participation in the Working Group from the following:
 - The various agencies of County and local government to include planning and zoning, roads, public works, and emergency management;
 - Representation from all municipalities within the County; and
 - Representation from interested private organizations, civic organizations, trade and commercial support groups, property owners' associations, Native American Tribes or authorized tribal organizations, water management districts, regional planning councils, independent special districts, non-profit organizations, and citizens at large.
- To revise the LMS as required (44 C.F.R 201.6) and as necessary after a disaster;
- To coordinate all mitigation activities within the County;

- To set an order of priority for local mitigation projects;
- To submit annual LMS updates to the Division by the last working weekday of each January;
- To submit to FDEM in the aftermath of a declared disaster a prioritized list of projects appropriate for funding from HMGP;
- To notify the potential applicants associated with the projects of the availability of funds, the application procedures, and make all necessary arrangements for an applicant's briefing;
- To coordinate and monitor the implementation of local hazard mitigation measures in accordance with the LMS; and
- To participate in the process of evaluating hazards and adopting appropriate hazard mitigation measures consistent with the LMS risk and vulnerability assessment and mitigation strategy, which may include land use and construction standards.

All eligible applicants are responsible for the following:

- Participation in the LMS Working Group;
- Participation in applicant briefings; and
- Submission of quarterly progress reports to the SHMO.

III. ELIGIBILITY REQUIREMENTS

A. Eligible Applicants (44 C.F.R. § 206.434(a)) The following are eligible to apply for the HMGP:

- State and local governments, as defined at 44 CFR 206.2(16), who have an approved LMS plan (see Appendix F).
- Private non-profit organizations, as defined at 44 CFR 206.221(f), that own or operate a private non-profit facility as defined at 44 CFR 206.221(e); and a qualified conservation organization as defined at 44 CFR 80.3(h) which is the only private nonprofit organization eligible to apply for acquisition or relocation for open space projects. Houses of Worship are also included in this definition, per FEMA policy clarification, dated May 3, 2018.
- Indian tribes or authorized tribal organizations.

Subrecipient eligibility determinations will be made by FDEM.

B. Project Eligibility Criteria (44 C.F.R. § 206.434(c)) "*Minimum project criteria*. To be eligible for the Hazard Mitigation Grant Program, a project must:

- Be in conformance with the State Mitigation Plan and Local Mitigation Plan approved under 44 C.F.R. part 201;
- Have a beneficial impact upon the designated disaster area, whether located in the designated area or not;
- Be in conformance with 44 C.F.R. Part 9, Floodplain Management and Protection of Wetlands, and Internal Directive 108.1;
- Solve a problem independently or constitute a functional portion of a solution where there is assurance that the project as a whole will be completed. Projects that merely identify or analyze hazards or problems are not eligible;
- Be cost-effective and substantially reduce the risk of future damage, hardship, loss, or suffering resulting from a major disaster. The grantee must demonstrate this by documenting that the project;
 - Addresses a problem that has been repetitive, or a problem that poses a significant risk to public health and safety if left unsolved,
 - Will not cost more than the anticipated value of the reduction in both direct damages and subsequent negative impacts to the area if future disasters were to occur,
 - Has been determined to be the most practical, effective, and environmentally sound alternative after consideration of a range of options,
 - Contributes, to the extent practicable, to a long-term solution to the problem it is intended to address,
 - Considers long-term changes to the areas and entities it protects and has manageable future maintenance and modification requirements."

C. Types of Eligible Activities (44 C.F.R. § 206.434(d))

- Planning. Up to 7% of the State's HMGP grant may be used to develop State, tribal and/or local mitigation plans to meet the planning criteria outlined in 44 C.F.R. Part 201.
- Projects may be of any nature that will result in protection to public or private property. Those activities for which implementation has already been initiated or completed are not eligible for funding. Eligible projects can include but are not

limited to:

- Construction activities that will result in protection from hazards;
- Retrofitting of existing facilities that will result in increased protection from hazards;
- Elevation of flood prone structures;
- Mitigation Reconstruction;
- Vegetative management/soil stabilization;
- Infrastructure protection measures;
- Safe Room Construction;
- Generators;
- Dry Floodproofing of Non-residential Structures;
- Stormwater management/flood control projects;
- Property acquisition or relocation; and
- Plans that identify and analyze mitigation problems and include funded, scheduled programs for implementing solutions.
- Development of State or Local mitigation standards;
- Development of comprehensive mitigation programs with implementation as an essential component; and
- Climate Resilient Mitigation Activities, such as Aquifer Storage and Recovery, Flood Diversion and Storage, Floodplain and Stream Restoration.

NOTE: HMGP funds cannot be given for acquisition or construction purposes if the project site is in a designated Special Flood Hazard Area that has been identified for at least one year and the community is not participating in the National Flood Insurance Program (NFIP). This includes communities suspended from participation. Non-participating communities may submit projects to the HMGP only if the projects are in unmapped areas or areas outside of the Special Flood Hazard Area. Any HMGP construction project located within a Special Flood Hazard Area must be in compliance with the minimum NFIP standards for such project under the current building code at the time of the project.

D. Project Period of Performance (POP)

In an effort to use HMGP funds more efficiently and effectively, all funds to sub-recipients will be disbursed, and all activities completed, not later than three (3) years from the date of the grant award (obligations) to the State. To request a POP extension, the recipient (sub-recipient) will submit a formal written request to the State no later than 70 days prior to the expiration of the POP. This request will include a justification for the extension. This justification must demonstrate that work is in progress and that it can be completed within the extended POP.

The State will review the extension request. If it is determined that unusual circumstances exist, the POP may be extended to a period not to exceed the end of the grant POP. As a result of this policy and in keeping with program regulations in 2 C.F.R. § 200.343, any funds not disbursed by the grantee within the approved POP of the grant will be de-obligated and returned to FEMA.

IV. NOTIFICATION

Pre-Disaster Awareness

Methods for disseminating information to local governments concerning the HMGP include, but are not limited to, the following:

- Technical assistance to Local Mitigation Strategy (LMS) Working Groups;
- Identification of the HMGP in the Hazard Recovery and Mitigation components of Local Government Comprehensive Emergency Management Plans and through the development of local mitigation strategies;
- Outreach by regularly scheduled technical assistance visits to local governments;
- Distribution of written information at meetings, through telephone requests, published information on the Division's internet site, and email; and
- Explanation of the program at disaster assistance workshops, seminars, and meetings.

Post-Disaster Notification

In the aftermath of a disaster, the FDEM may implement the following methods to notify eligible applicants:

- Verbal and/or written dissemination of information to local government officials during preliminary damage assessment visits;
- Verbal and/or written dissemination to LMS Working Groups;

- Letters to local governments;
- Identification of hazard mitigation issues at the initial Federal/State coordination meeting;
- An explanation and description of the program at the applicant's briefing for the Section 406 PA Program;
- Dissemination of information to affected local governments through press releases from the Public Information Officer (PIO);
- An explanation and description of the program at applicant briefings for the HMGP to ensure potential applicants are provided information on the application process, program eligibility and key deadlines;
- Use of county emergency managers to notify their respective jurisdictions and coordinate with local media;
- Notification in the Florida Administrative Register; and
- Notification to the appropriate regional planning councils and water management districts.

The deadline for eligible sub-applicants to apply will be posted in the Notice of Funding Availability (NOFA), which is published no sooner than 90-days from the date of declaration. The deadline for applications submittal will be no less than 90-days from the date the NOFA is published per the State Rule Chapter 27P-22 (Appendix B).

V. APPLICATION PROCEDURES – STATE OF FLORIDA

A. The State will submit a Standard Form 424, which includes the HMGP, to FEMA within 90 days of each disaster declaration or within the extended deadline.

B. The State will have 12 months from the date of the disaster declaration, 4673-DR-FL and 4680-DR-FL, to submit all eligible HMGP project applications to FEMA for funding. The State will continually assess progress made in submitting project applications to determine if an extension is warranted. Any request for extension must be submitted to FEMA at least sixty (60) days prior to project application deadline in accordance with 44 C.F.R. §206.436 (e).

C. The process from pre-application briefings through close-out, as well as application timelines, can be viewed in Appendix C. Identified in this process are the typical roles and responsibilities of the FDEM's staff. The following is a brief list of the Division's

application process:

- Promote the program and hold grant application workshops for the affected communities, offering technical assistance as needed;
- Receive applications that are developed and submitted by sub-recipient;
- Ensure sub-applicant's county has a FEMA-approved LMS and that the sub-recipient has adopted said LMS, if needed;
- Verify NFIP status of sub-applicant;
- Notify the applicant with the name and telephone number of State point of contact;
- Verify that the sub-applicant meets the definition of the eligible sub-recipient type that they claim to be;
- Verify eligibility of the sub-applicant's proposed project type;
- Verify project application has been endorsed by their county LMS Working Group via letter of endorsement from either their LMS Working Group Chairperson/Vice Chairperson;
- Review supporting hazard, environmental, and cost data for completeness;
- Review for additional information necessary to evaluate environmental considerations;
- If appropriate for project type, coordinate with the Florida State Clearinghouse;
- Review letters from appropriate State and federal agencies including whether permits will be required;
- Conduct site visits to verify environmental and engineering information;
- Prepare the benefit/cost analysis using data and information provided by the applicant or collection by the technical specialist;
- Prepare engineering and environmental reports and recommend for project funding; and
- Enter projects into NEMIS and submit complete project application package to FEMA for review, concurrence, and obligation of funds.

D. After a submitted project has been approved by FEMA, a funding agreement (contract) will be provided to the applicant for final review and signature. The applicant will then have 90 days from the date of the letter to have the funding agreement signed and returned to the State. If this funding agreement is not returned within 90 days, the State has the right to withdraw the agreement and reallocate the funds.

E. The State will not provide match for HMGP projects funded under either DR-4673 nor DR-4680. The eligible applicant will be required to identify the source and amount of required match prior to receipt of such funds as provided for in Section 252.37, Florida Statute.

F. After a project has been approved by FEMA, any request for a change in the scope of work or budget must be formally submitted to the State Hazard Mitigation Office in writing and must be approved by both the State and FEMA (2 C.F.R. § 200.308).

G. In those instances where an applicant has a proposed activity that was under-funded in a designated disaster event, and they wish to use funds from a separate event to fund this activity; the applicant must formally, in writing, request permission for such from the State. The formal request must also include a separate scope of work to clearly identify what is funded under the first event and what is to be funded under the subsequent event. This request must clearly demonstrate that projects address problems independently.

H. If the State desires to implement the project global match process such a process shall be coordinated with and approved by the FEMA Regional office in advance. Once the process is executed, counties will be notified that the global match is available to all who are interested and ensure that the process is applied in a fair and impartial manner to all sub-applications. Note: Grant applications submitted as “match” must meet all HMGP eligibility criteria as stipulated in 44 C.F.R. § 206.434(c), must meet the same Period of Performance time constraints as the HMGP projects, will be managed in every way like all other applications, and must be approved by FEMA prior to implementation.

I. The State, in coordination with FEMA, will entertain requests from eligible applicants for approval of eligible Pre-Award costs pursuant to 44 C.F.R. 206.439 (c). In addition, the FDEM requires sub-recipients to complete a Pre-Award Cost Request Form for consideration of eligibility.

VI. PROJECT FUNDING PROCEDURES

Sub-recipient Projects

General method for allocations

A. For each impacted county, add together the total dollar amounts of assistance received for Public Assistance (PA), Individual Assistance (IA), and from the Small

Business Administration (SBA);

B. Add together all impacted counties total assistance dollars to determine the total amount of assistance received in the State; and

C. Divide each impacted county total by the total amount of assistance received in the state to determine the ratio for county allocation. ($A/B = C$)

D. Apply each impacted county's ratio to the total amount of HMGP funding for regular projects to determine the county's allocation.

Under the State Rule Chapter 27P-22, only prioritized projects from the Local Mitigation Strategies (LMS) are eligible for HMGP Project funding.

The Division will use the 30-day estimate provided by FEMA, along with the 120-day county-specific breakdown of federal assistance for the relevant disaster provided by the Division's Recovery Bureau, to determine the initial funding allocation. The resulting estimate will be published in a Notice of Funding Availability (NOFA), notifying the declared counties of their allocation, and requesting applications from all counties to meet that allocation. A letter from the LMS Chairperson/or Vice Chairperson must accompany each application submitted, both endorsing the project and assigning a funding priority. The letter indicates the LMS goal (and objective where appropriate) implemented by the project. The state mitigation staff verifies that the LMS has been formally approved and that an applicant community has been approved for coverage by the plan.

Post-Fire method for allocations

In the event of a Post-Fire declaration and given that Post-Fire HMGP has set funding ceilings, the above system would be superfluous. For those counties included in the relevant FMAG, and that are eligible for HMGP Post-Fire funding, their amount of available funding will be the same amount that is listed in the FEMA funding notification.

Tier funding system

Under regular circumstance, the Division uses a three-tiered distribution system as described below, to ensure that all of the HMGP project funds are used. This tiered system is consistent with the administrative rule listed in Appendix B.

Tier 1 The available HMGP funds are allocated to counties included in the relevant presidential disaster declaration in proportion to each county's share of federal disaster funding from the Public Assistance (PA), Individual Assistance (IA) and Small Business Administration (SBA) Disaster Loan Program as of the date of receipt of the FEMA funding notice described above. Eligible projects submitted by each county included in the relevant presidential disaster declaration will be funded in order of priority as outlined in the LMS endorsement letter until the allocated funds

are exhausted or all eligible projects are funded.

Tier 2 Any allocation remaining after all eligible projects in any declared county are funded shall be re-allocated to those counties included in the relevant presidential disaster declaration whose allocation was not sufficient to fund all submitted eligible projects. The order of priority for re-allocating funds will begin with the declared county with the lowest initial allocation.

Tier 3 If funds remain after all eligible projects are funded in the Tier 1 and Tier 2 process above, any remaining funds will be applied to fund eligible projects on a first-come-first-served basis from counties not included in the relevant presidential disaster declaration.

Grantee Projects

State allocations

Before allocating funding to the counties, the State will determine the set-asides for State initiatives, planning grants and management costs. Pursuant to 44 C.F.R. Part 206, after receiving the 30-day HMGP estimate from FEMA, the Division shall allocate funds as follows:

Funds for 5% State initiatives, and 7% Planning funds shall be deducted from the State's total allocation. The 5% Initiative may be increased to 10 percent at the discretion of the Recipient. The increased initiative funding can be used for activities that address promoting disaster-resistant codes for all hazards. To qualify for this funding, the Recipient or sub-recipient must agree to adopt and promote disaster-resistant codes or improve their Building Code Effectiveness Grading Schedule (BCEGS) rating during the POP. The Recipient must document the increase in BCEGS prior to the closeout of the project award.

To be eligible for the 5 Percent Initiative, activities must:

- Be difficult to evaluate against traditional program cost-effectiveness criteria
- Comply with all applicable **HMGP** eligibility criteria as well as with Federal, State, and local laws and ordinances
- Be consistent with the goals and objectives of the State or Tribal (Standard or Enhanced) Mitigation Plans and local mitigation plans
- Be submitted for review with a narrative that indicates that there is a reasonable expectation that future damage or loss of life or injury will be reduced or prevented by the activity

The additional funds can be used for following activities:

- Adopting and enforcing the latest International Building Code/International Residential Code
- Improving a BCEGS score
- Upgrading existing code to incorporate disaster-resistant code provisions
- Integrating flood-resistant elements of the building code into local floodplain management ordinances

The 7% Planning funds can include but are not limited to: efforts to increase or enhance the integration of mitigation concerns into the State Mitigation Plan and Local Mitigation Strategies (GIS, transportation, and land use), and will meet planning criteria outlined in 44 C.F.R. 201 as well as the Hazard Mitigation Assistance Unified Guidance, February 27, 2015(HMA Guidance).

VII. PROJECT SELECTION PROCESS

Sub-recipient Projects: Pursuant to 44 C.F.R. § 206.435(a) and (b), it is the State's responsibility to establish procedures and priorities for the selection of hazard mitigation projects. To validate the local mitigation planning process embodied in the Local Mitigation Strategies (LMS), the Division has delegated its authority to set priorities and select projects to the LMS Working Groups in State Rule Chapter 27P-22 (Appendix B), Florida Administrative Code. The State of Florida's mitigation technical assistance and funding is designed to support local mitigation efforts.

The local prioritization process will vary from community to community; project eligibility is described in the 27P-22 Rule. Per this rule, [206(a)]: "Eligible and submitted projects for each county included in the relevant presidential disaster declaration will be funded in order of priority as outlined in the LMS until the allocated funds are exhausted, or all eligible projects are funded, whichever occurs first."

This process eliminates the need for the State to determine priorities between local projects.

VIII. REVIEW PROCESS

Technical Review: The State will complete a technical review on each eligible mitigation project submitted. The following process is utilized by state staff to determine the technical feasibility of all proposed project applications submitted regardless of the type

of measure or funding source. All proposed projects will be subject to a three-part screening process: Engineering Technical Feasibility, Benefit-Cost Analysis, and Environmental Review. Each evaluation is performed simultaneously and complements one another.

Engineering Technical Feasibility Review: This review establishes whether the project is feasible from an engineering standpoint and whether it will reduce damages as claimed. Additionally, this review involves whether the application has a complete explanation of the problem and the proposed solution, it contains eligible and reasonable activities and also if the application contains sufficient information and data for input into the benefit-cost analysis. The reviewer may suggest changes to make the project more efficient in reducing damage and loss and additional information and support documentation for BCA purposes.

Benefit-Cost Analysis: Benefit-Cost Analysis (BCA) is a method that determines the future risk reduction benefits of a hazard mitigation project and compares those benefits to its costs. The result is a Benefit-Cost Ratio (BCR), which is derived from a project's total net benefits divided by its total project cost (the results of this equation are affected by multiple aspects included in FEMA's BCA tool depending on the type of project). The BCR is a numerical expression of the cost effectiveness of a project. A project is considered to be cost effective when the BCR is 1.0 or greater, indicating the benefits of a prospective hazard mitigation project are sufficient to justify the costs. For example, if a project cost is \$10,000 and the value of damages prevented after the mitigation measure is \$15,000, then the dollar-value of those benefits exceeded the cost of funding the project and the project is deemed cost effective. Applicants and sub-applicants must use FEMA-approved methodologies and tools—such as the BCA Toolkit—to demonstrate the cost-effectiveness of their projects.

The BCA program consists of guidelines, methodologies, and software modules for a range of major natural hazards including:

- Riverine Flood
- Coastal A Flood
- Coastal V Flood
- Coastal Unknown Flood
- Hurricane Wind
- Hurricane Safe Room
- Tornado Safe Room
- Wildfire
- Drought
- Landslide
- Seismic
- Dam/Levee Break
- Extreme Temperature
- Infrastructure Failure

- Severe Storm
- Tsunami
- Volcano
- Winter Storm
- Uncategorized Hazards

Pursuant to the FEMA directive to integrate climate change adaptation into its programs, FEMA will fund cost effective hazard mitigation projects that include sea level rise estimates.

The Greatest Savings to The Fund (GSTF) approach was released for use in demonstrating the cost-effectiveness of mitigation projects. Currently, FEMA allows the use of the GSTF methodology for any HMA program for Severe Repetitive Loss (SRL) properties. Recipients are required to use the current GSTF value at the time of application submission.

Benefit-Cost Analysis Exemptions

The following categories of mitigation measures are exempt from the regulatory requirements of §206.434(c)(5)(ii) for benefit-cost analysis, however, applications submitted under these categories will include a narrative rationale that identifies the mitigation benefits and indicates that there is a reasonable expectation that future damage or loss of life or injury will be reduced or prevented:

- 5% Initiative projects: states that receive a Presidential declaration are eligible to use up to 5% of available HMGP funding at their discretion;
- Additional 5%: states that receive a Presidential declaration can request an additional 5% increase to the Initiative amount use for activities that address promoting disaster-resistant codes for all hazards in accordance with guidance outlined in the HMA Unified Guidance;
- Acquisitions and Elevations:
- Precalculated benefits are available for Acquisitions up to \$323,000 per structure, and Elevations (including Mitigation Reconstruction) up to \$205,000 located in Special Flood Hazard Areas;
- Hospital Generators:
 - Pre-calculated benefits have been established for certain hospital generator projects. The pre-calculated benefits for a hospital generator project are \$6.95 per hospital building gross square footage (BGSF) in urban areas, including most suburban areas, and \$12.62 per hospital BGSF in rural areas;
- Residential Hurricane Wind Retrofits: Residential retrofits in compliance with

FEMA P-804, Wind Retrofit Guide for Residential Buildings, December 2010;

- Non-Residential Hurricane Wind Retrofits: pre-determined benefits for wind retrofit projects on nonresidential buildings in wind borne debris regions;
- Individual Tornado Safe Rooms: The pre-calculated benefit provides standardized Benefit-Cost Analysis (BCA) benefit values associated with residential safe rooms so that individual BCAs are not required, as long as the project costs do not exceed the benefits (aggregated benefits by State);
- Hazard Mitigation Grant Program Post Wildfire: These pre-calculated benefits are based on the risk reduction and ecosystem. The applicant would multiply the number of acres being mitigated by the total benefits per acre. For example, if the project is to provide ground cover, soil stabilization and replanting for 1,000 acres, $1,000 \times 5,250 = \$5,250,000$ in project benefits;
- Substantial Damage: Acquisition of substantially damaged structures located in the regulatory riverine floodway and floodplain, per the HMA Guidance; and
- 7% Planning Grants.

Environmental Reviews. [44 C.F.R. §206.437(b)(iv)] All projects that receive federal funding must comply with applicable federal and State laws as well as Executive Orders as required by the National Environmental Policy Act (NEPA) and the National Historic Preservation Act (NHPA). Each project proposed for funding and its alternative is reviewed to determine if there will be any adverse environmental, historical, or cultural impacts. The level of environmental review is based upon the type of project (scope of work). Once the environmental review is completed, it is submitted to FEMA along with compliance documentation.

The following is a brief list of the Division's Environmental Review process:

- Review application for accuracy and completeness. Determine if the Scope of Work is detailed enough for review. Ensure that the Environmental Section and application attachments are complete and accurate (including location, maps, photographs.)
- Determine if a site visit is needed. Planning with the Project Manager and sub-recipient is coordinated. A site visit report is generated.
- Compliance Review for Environmental Laws
 - Determine if the project needs to be submitted to the State Clearinghouse

- Determine if the project has the potential to affect historic properties or sites. Consult with the State Historic Preservation Officer (SHPO) as needed
- Identify if the project has the potential to affect archeological resources.
 - Determine if there will be ground disturbance of undisturbed ground OR three inches or more of previously disturbed ground.
 - All information is gathered for FEMA to coordinate Tribal consultation:
 - Complete Scope of Work
 - Address and geographic latitude/longitude
 - Color photographs of the site
 - Project location map
 - Land cover map
 - Any previous historic use of project site
- Analysis of project location to determine the potential impact on endangered species. Consultation and coordination with Fish and Wildlife.
- Determine if the project is in the Coastal Barrier Resource Act zone.
- Determine if the project has the potential to affect any waters of the U.S according to the Clean Water Act
- Determine if the project is in a coastal zone area or affects a coastal zone area according to the Coastal Zone Management Act.
- Determine Clean Air Act compliance
- Determine if the project affects designated prime or unique farmland according to the Farmland Protection Policy Act.
- Determine if the project is located within a flyaway zone according to the Migratory Bird Treaty Act
- Determine if the project has the potential to affect essential fish habitat according to the Magnuson-Stevens Fishery Conservation and Management Act.
- Determine if the project affects either the Loxahatchee River or the Wekiva River according to the Wild and Scenic Rivers Act
- Determine if the project is in or affects floodplains/Flood levels according to Executive Order 11988-Floodplains
- Determine if the project is located next to or within wetlands according to Executive Order 11990-Wetlands
- Determine if there are any low income or minority populations in, near or affected by the project according to Executive Order 12898-Environmental Justice for Low Income and Minority Populations
- Determine if the project is Categorically Excluded (CATEX) or if an Environmental Assessment (EA) is required according to FEMA EHP Directive 108-1.
- Identify if the project meets necessary criteria for permitting/permitting exemption.

- Using the information gathered an Environmental Compliance Report is created.
- The State Environmental Unit NEMIS Checklist is completed for HMGP projects.
- A Record of Environmental Review is created utilizing all the information gathered.
- The Record of Environmental Review and supporting documents are submitted to the Project Manager and FEMA Environmental.

Other supportive activities during the Environmental Review process:

- Provide assistance to any questions from FEMA, Project Managers, and/or sub-recipients during the FEMA review process.
- Provide assistance for contract development to include all environmental project conditions as stated on the FEMA Record of Environmental Consideration (REC).
- Provide project monitoring as needed to address any environmental issues or archeological discoveries during project execution
- Provide environmental close-out report at project completion. Ensure all project environmental conditions were met during the project execution
- Other activities include technical assistance and training and program presentation at off-site locations.

If an Environmental Assessment or Impact Statement is required, the Sub-recipient will work with the State and FEMA to comply with all necessary components of the evaluation.

Categorical Exclusions from Federal Environmental Assessment/Impact Statement

Projects that have no or little impact on the environment may be categorically excluded from preparation of an environmental assessment or environmental impact statement. Certain categorically excluded projects are required to be reviewed by the Florida State Clearinghouse for consistency with State environmental laws. A partial list of categorically excluded projects is included below:

- Preparing for disasters, recovering from disasters, and identifying opportunities for mitigating the effect of future disasters, as well as the issuance of national frameworks, doctrines, guidance, standard operating procedures, and handbooks for the coordination of Federal, State, local, and private disaster response, recovery, and hazard mitigation;

- Acquisition of properties and the associated demolition and removal when the acquisition is from a willing seller, the assistance is solely for the purposes of financial compensation for the acquisition, and the land is deed restricted to open space, recreational, wildlife habitat, or wetland uses in perpetuity;
- Removal or demolition, along with subsequent disposal of debris to permitted or authorized off-site locations, of non-historic buildings, structures, other improvements, and/or equipment in compliance with applicable environmental and safety requirements;
- Reconstruction, elevation, retrofitting, upgrading to current codes and standards, and improvements of pre-existing facilities in existing developed areas with substantially completed infrastructure, when the immediate project area has already been disturbed, and when those actions do not alter basic functions, do not exceed capacity of other system components, or modify intended land use. This category does not include actions within or affecting streams or stream banks or actions seaward of the limit of moderate wave action (or V zone when the limit of moderate wave action has not been identified); and
- New construction upon or improvement of land where all the following conditions are met:
 - The structure and proposed use are compatible with applicable Federal, Tribal, State, and local planning and zoning standards and consistent with Federally-approved State coastal management programs,
 - The site is in a developed area and/or a previously-disturbed site,
 - The proposed use will not substantially increase the number of motor vehicles at the facility or in the area,
 - The site and scale of construction or improvement are consistent with those of existing, adjacent, or nearby buildings, and,
 - The construction or improvement will not result in uses that exceed existing support infrastructure capacities (roads, sewer, water, parking, etc.)

The Environmental Unit must sign off on all projects before they can be input into NEMIS or provided to FEMA for final approval. If a project is in a mapped special flood hazard area, it must conform to local flood damage reduction ordinances and be authorized by local permitting requirements.

Floodplain Management Review. [44 C.F.R. §206.437(b)(iv)] In regard to floodplain management reviews, HMGP projects are implemented at the local level. All projects of this nature require building permits to proceed. When a local building department in an NFIP community receives a permit, they establish the floodplain of the project. If the work is being proposed within a special flood hazard area (SFHA- as defined by their local flood damage prevention ordinance in compliance with NFIP regulations), the building department is required to implement all regulations under the NFIP program.

For construction projects, these regulations now reside (on or after June 30, 2015) in the statewide building code. Therefore, if the building department approves the permit, sets additional requirements for the permit in the SFHA, and subsequently inspects the project as meeting all local requirements, the project will have received its floodplain management review during the permit and construction phases of the project. If a structure under construction is found to be non-compliant, a stop work order will be issued. Finally, a structure will not receive its Certificate of Occupancy without meeting all these requirements.

IX. FINANCIAL ADMINISTRATION

Grant funds will be accounted for in accordance with State laws and procedures for expending and accounting for funds. Accounting procedures and fiscal control of the grantee and sub-recipients will be sufficient to permit preparation of reports required by 2 C.F.R. Part 200, and the tracing of funds at a level to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes. On a monthly basis the Recipient will reconcile the project expenditures by disaster. On a quarterly basis, these reconciliations will be compared with both the FEMA warehouse reports for total obligation by project and to the FR425 reports that are generated by FDEM Finance based on the State accounting system records. Any differences will be researched and resolved at that time (see 2 C.F.R. Part 200 §200.302).

The total federal assistance under Section 404 shall not exceed 15 percent for amounts not more than \$2,000,000,000, 10 percent for amounts of more than \$2,000,000,000 and not more than \$10,000,000,000, and 7.5 percent on amounts of more than \$10,000,000,000 and not more than \$35,333,000,000 of the estimated aggregate amount of grants to be made under this Act with respect to the major disaster. However, with a FEMA approved State Enhanced Hazard Mitigation Plan, HMGP grant funding for DR-4673 and DR-4680 will not exceed 20 percent for amount no more than \$35,333,000,000 (see 44 C.F.R. §206.432).

Section 1201 of the Disaster Response Recovery Act (DRRA) amended Section 404 and 420 of the Stafford Act to allow FEMA to provide HMGP grants in any area that received a Fire Management Assistance Grant (FMAG) declaration even if no major Presidential declaration was declared. These amendments created the HMGP Post-Fire assistance.

For Post-Fire events, total federal assistance is aggregated from the number of individual FMAGs at the beginning of each fiscal year. For states with a Standard Hazard Mitigation Plan, each FMAG is eligible up to \$454,432. For states with an Enhanced Hazard Mitigation Plan, each FMAG is eligible up to \$605,909.

The HMGP will be managed by the FDEM. Cash draw-downs, disbursements, and all other applicable financial aspects shall be managed with an emphasis on avoiding

duplication in processes.

FDEM follows the general policies for determining allowable costs as established in 2 C.F.R. § 200.403; exceptions to those policies are provided in 44 C.F.R. § 206.439. Additional state finance and accounting procedures not found in this section can be found in Appendix J.

Match

The federal government will provide up to 75 percent of the total HMGP funds. The exact cost-sharing provisions will be established in the FEMA/State Agreement and the State/Local Agreement. Eligible applicants will, at a minimum, provide the remaining 25 percent match. The State is not obligated to provide match for this program. The eligible applicant will be required to provide the full amount of required match prior to receipt of such funds as provided for in the Section 252.37, Florida Statute. Satisfaction of cost-sharing requirements are pursuant to 2 C.F.R. §200.29.

For all Federal awards, any shared costs or matching funds and all contributions including cash and third-party in-kind contributions are accepted as part of the non-Federal entity's cost sharing or matching when such contributions meet all the criteria as outlined in 2 C.F.R Part 200.306. The sub-recipient is required to submit documentation for 100% of the reimbursement request to the FDEM project manager. The FDEM project manager reviews the documentation for compliance with 2 C.F.R. Part 200 and applies the shared cost or match percentage to the amount being requested for reimbursement of eligible costs.

Processing Requests for Advances

Requests for advances of funds are subject to Section 216.181(15), Florida Statutes. The amount that may be advanced may not exceed the expected cash needs of the sub-recipient within the first three (3) months, based upon the funds being equally disbursed throughout the contract term. For a federally funded contract, any advance payment is also subject to 2 CFR Part 200.305, and the Cash Management Improvement Act of 1990 (CMIA 31 CFR 205 June 24, 2002).

If an advance payment is requested, the budget data on which the request is based, and a justification statement shall be submitted as an attachment to the sub-grant agreement. The sub-recipient shall specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. Requests for reimbursements of funds not already advanced are made upon submission of required documentation by the sub-recipient. The Division reviews the requests and the documentation to assure that the request is for work within the approved scope and that the request is consistent with the quarterly progress report.

Final payments are made upon project completion, final inspection, and receipt of a completed Request for Reimbursement Form. A final payment will never be made

before the SHMO concurs with the Project Manager's close-out recommendation.

Payments

Payments for costs not already advanced will be made upon request for reimbursement. The State will make withdrawals in accordance with 2 C.F.R. 200. The State will monitor all advances made by the sub-recipients to assure that they conform substantially to the same standards of timing and amount applied to the draw-downs of the State. Final payment will be made upon the project's completion, final inspection, and receipt of a Request for Reimbursement Form. In no instances will a final payment be made before the appropriate Project Manager has provided a completed final inspection report.

Debarment and Suspension Procedures

In accordance with 2 C.F.R. §200.213, the State has established procedures to ensure non-federal entities do not receive funding who are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. The State requires sub-recipients to submit a completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" form for each intended subcontractor which sub-recipients plan to fund under an agreement. The form must be received by the State before the sub-recipient enters into a contract with any subcontractor. A checklist accompanies every request for reimbursement, which asks a project manager to ensure that the above-mentioned form was submitted and is in the project file.

Reports and Monitoring of Reports

1. The SHMO will make available Quarterly Report forms for sub-recipients;
2. The sub-recipient will complete the quarterly report progress report, provide reimbursement projections for changes and identify the amount of funds advanced to the sub-recipient, then forward it to the SHMO, or designated project manager, for review and approval;
3. The sub-recipient quarterly report to the State will identify the work accomplished to date and identify any anticipated problems involving the completion of the project;
4. The State will submit a quarterly progress report to FEMA indicating the status and completion date for each measure funded. Any problems or circumstances affecting completion dates, scope of work, or project cost that are expected to result in noncompliance with the approved scope of work will be described in the progress report. Quarterly reports will comply with 44 C.F.R. § 206.438(c) and 2 C.F.R. § 200.328; and
5. The State will submit a quarterly financial report to FEMA in accordance with 2 C.F.R. § 200.327.

6. Quarterly reports from sub-recipients to the State are due no later than 15 days after the end of each quarter of the program year. The ending dates for each quarter of the program year are March 31st, June 30th, September 30th, and December 31st.

7. Quarterly reports from the State to the Regional Administrator will be submitted no later than the last day of the month following the end of the last quarter.

Procedures for the Review and Approval of Cost Overruns

During the execution of work on an approved mitigation measure, the sub-recipient may find that actual project costs may exceed the approved estimates. Cost overruns, which can be met without additional federal funds by offsetting cost under-runs on other projects, or cost overruns, which exceed federal obligated funds and require additional federal funds, must be evaluated by the Governor's Authorized Representative (GAR) and receive prior FEMA approval under 2 C.F.R. § 200.308. The GAR shall evaluate each cost overrun and submit a recommendation to the Regional Administrator for a determination. The applicant's justification for additional costs, revised benefit-cost analysis and other pertinent material shall accompany the request. The Regional Administrator shall notify the GAR in writing of the determination. The GAR shall deny all requests that are not justified and cost effective. In no case will the total amount obligated to the State exceed the funding limits set forth in 44 C.F.R. § 206.432(b). If a cost overrun appears to be imminent, the sub-recipient is responsible for contacting the GAR immediately so that appropriate action can be taken to justify the overrun to FEMA. The overrun must be clearly documented, and the request shall be submitted in writing to the GAR. Overruns can be verified by the submission of the documentation of the cost overrun, or by an interim inspection by a State inspector.

Procedures for the Review and Approval of Scope Changes

After the period of availability (the application submittal period for HMGP), the sub-recipient may identify any of the following circumstances, which is defined as a change in the project scope of work:

- Change in the timelines for completing projects (delays or adverse conditions affecting time schedule). In those instances where these changes will exceed the performance period for the funds, the Region may grant a one-time extension request, with the proper justification;
- Change in key personnel specified in the application; and
- Changes in materials needed to complete the project.

Unacceptable changes would include changing the project objectives, the sub-recipient, type or size of the project or geographic area of the project once the period of availability (application period) is over. This would include rerouting a stormwater

diversion channel outside the project site unless this possibility was described in the original scope of work or adding or replacing properties to an acquisition/demolition project. Therefore, the key is to scope these projects well and develop a scope of work that may allow for possible variables and means for expansion.

The sub-recipient must officially notify the State of these developments prior to the occurrence or as soon as they become known. The sub-recipient's request is reviewed by the State to determine if the project is still feasible, cost effective and meets regulatory environmental requirements. Once this determination is made, the State will make a written recommendation to FEMA concerning the scope of work changes. The State will include statements addressing the project's cost effectiveness and environmental compliance. The State will not authorize the sub-recipient to proceed with the scope of work changes until the State has obtained written approval from FEMA. This approval may be obtained by either of the following methods:

- a. Revised obligation; or
- b. Execution of Concurrence Letter generated by the State.

Management Costs

Grantee

This section identifies key responsibilities of FEMA and grantees in carrying out Section 324 of the Stafford Act, 42 U.S.C. 5165b. These responsibilities are unique to the administration of Management Costs and are in addition to common Federal Government requirements of grantees and sub-recipients, consistent with other applicable requirements, such as 2 C.F.R. Part 200 and FEMA Interim Policy #104-11-1.

Sub-recipient

Subrecipients will be able to request or refuse management costs for their individual projects during the application process, via a request form made available on the State's HMGP website. Subrecipients must make this determination, one way or the other, at the time of application. No remedy will be provided by the state should the subrecipient wish to change their determination after the fact.

The State will allot these management costs on a project-by-project basis per the amount requested by the sub-recipient, up to 5 percent of the total project cost. A sub-recipient may request less than this, but no higher. Management costs will be reimbursed per reimbursement request, and no more than 5 percent of any given reimbursement request amount. All management costs reimbursements will be contingent upon adequate documentation from the sub-recipient. Documentation must show that the costs were reasonable, allowable, allocable, and necessary as required by 2 CFR Part 200 Subpart E.

Management costs will be reimbursed at 100 percent of the amount of management costs requested, so far as they are adequately documented and are no more than 5 percent of the request. Any unused management costs at closeout following the final payment will be de-obligated.

Monitoring of Projects where State is Grantee/ Sub-recipient

The State will monitor and evaluate the progress and completion of such projects according to 2 C.F.R. Parts 200, complying with all regulations as clarified therein. The State Hazard Mitigation Officer (SHMO) or designee will act as the Project Manager on behalf of the State as Grantee, while the Hazard Mitigation Grant Program Manager (or designee) will act as the "sub-recipient" Project Manager. All practices described in the State's Hazard Mitigation Grant Program Administrative Plan for project management will be followed when the State is both grantee and sub-recipient.

Split-Funded Activities

The commingling of funds (split-funding) from multiple fiscal years or disasters is not permitted, as provided in the federal Anti-Deficiency Act. Therefore, the State will not approve projects with commingled funds. However, if an applicant has a proposed activity that can be broken out into distinct projects, or phases, where each project/phase meets all eligibility criteria, then, that activity could be funded under several sources. A phase represents a complete project with a distinct scope of work that falls under only one disaster for the HMGP. An example of phasing an acquisition project is to acquire one group of houses in phase one under one disaster and acquire a second group (if eligible) under FMA or another disaster in phase two.

Request for Reimbursement

In response to the need to expedite the disbursement of mitigation funds, sub-recipients are encouraged to request reimbursements at least quarterly for costs incurred in the satisfactory performance of work in an amount to not exceed the amounts listed in the project budget and scope of work.

Non-Compliance

Specific procedures that the State would take to remedy instances of non-compliance with grant requirements are documented in the State Federally-Funded Subaward and Grant Agreement (Appendix L).

X. APPEALS

The applicant, recipient, or sub-recipient may appeal any determination made related to

an application for or the provision of Federal assistance according to the provisions in 44 C.F.R. Part 206.440 *Appeals*.

- First appeals must be made in writing through the recipient to the Regional Administrator. Second appeals must be made to the Assistant Administrator for the Mitigation Directorate.
- Appeals must be made within 60 days after receipt of notice of the action being appealed.
- Recipient shall review and evaluate all sub-recipient appeals before submission to FEMA. Recipient shall forward appeals to FEMA with a written recommendation within 60 days of receipt.
- The Regional Administrator will notify the recipient in writing of the disposition of the appeal, or of need for additional information, within 90 days following receipt of the appeal.
- For appeals regarding highly technical issues, the Regional Administrator may submit the appeal to an independent scientific or technical person or group with expertise in the subject matter for advice or recommendation.

XI. TECHNICAL ASSISTANCE

The GAR will continuously provide technical assistance to the sub-recipient throughout the disaster assistance process. If technical assistance is needed beyond what will be provided through the SHMO, HMGP staff, and the PA staff, the sub-recipient will submit the request in writing to the GAR. At a minimum, the State will offer the following types of technical assistance:

- Benefit-Cost analysis;
- Interpretation of recommendations of the State Hazard Mitigation Plan;
- Environmental compliance; and
- Other assistance as needed.

XII. AUDIT PROCEDURES

The State will comply with the uniform audit requirements set forth in 2 C.F.R. Part 200. These requirements will be applied to the grantee and sub-recipient as follows:

1. The State will ensure that audits are performed under the Single Audit Act of 1996. The State will review audits completed for each sub-recipient and resolve any audit discrepancies.
2. State auditors will conduct a single audit of the grantee's operations and

management of the HMGP and submit a copy of the audit to the FEMA Inspector General. A copy of the final audit report shall be provided to the sub-recipient and others, as appropriate.

3. If applicable, the sub-recipient shall provide a written corrective action response of the audit findings within thirty (30) calendar days of receipt of the report to program staff and the Office of Inspector General.

4. Within thirty (30) calendar days following receipt of the audit corrective action response, the program staff shall provide a written determination regarding the acceptability of the sub-recipient response. This process shall be completed until such time as the findings are resolved and the contract is closed.

XIII. PLAN MAINTENANCE

Following each major disaster declaration, the State shall prepare any updates, amendments, or plan revisions required to meet current policy guidance or changes in the administration of the HMGP. Funds shall not be awarded until the FEMA Regional Administrator approves the State HMGP Administrative Plan.

XIV. CLOSE-OUT PROCEDURES

Final Inspection of Hazard Mitigation Projects

Final inspection of a project should be performed within ninety (90) days of project completion.

The Project Manager can confirm if a project is complete by reviewing the Quarterly Progress Reports or by teleconference with the sub-recipient. The sub-recipient must document completion by sending a written request for Final Inspection and Project Close-out of the relevant project and all additional documentation. This request should include:

- A statement that the project has been completed in compliance with approved Scope of Work;
- The work performed is in accordance with all required permits and local building codes;
- Required hazard insurance has been obtained for insurable building; and
- All “as built” certifications have been obtained, if applicable.

All acquisition/relocation project close-out documentation is to include:

- Copy of notification that eminent domain was not used to acquire property;
- Duplication of Benefits (DOB) verification for all properties;
- Hazardous materials checklist;
- Statement of Assurances;
- A copy of the recorded deed and attached deed restrictions for each property;
- Restrictive covenants on all property deeds with copies in file, signed and dated;
- Demolition or removal of all structures with completion date;
- A photo of each property site after project completion;
- The latitude-longitude coordinates for each property site;
- For each property identified on the FEMA Repetitive Loss database, a completed FEMA Form AW-501, documenting the completion of mitigation on the repetitive loss property;
- Relocation assistance determination letters in file; and
- Written request stating that the project is ready for final inspection and close-out.

The Project Manager will review the sub-recipient's request and initiate interagency correspondence to the State Technical Coordinator. A team is then composed of the Project Manager, State Technical Specialist, and a Grants Specialist. The Project Manager will review all financial and other documents related to the project, informing the State Technical Specialist of possible time-consuming problems that would be avoided at the site by the State Technical Specialist and/or FEMA representative becoming familiar with the documents. This coordination is also intended to reduce the possibility that a list of corrections will be left with the sub-recipients, causing the planned Final Inspection to become an Interim Inspection. The sub-recipient will be given at least 72 hours notice before the inspection for the same reason. It is the State's ultimate responsibility to perform a Final Inspection.

The "Interim/Final Inspection Report" and its continuation sheet will be completed at Final Inspection. Final inspection reports will be submitted to FEMA with close-out requests.

Project Close-out

Project Close-out can be accomplished almost simultaneously with final inspection when circumstances permit.

Once the inspection is completed, the Grants Specialist will prepare a letter from the GAR and will send a letter to the FEMA Mitigation Division advising of such. In addition, the letter will indicate that all payments have been made to the applicant, any overruns/under-runs associated with the project, and a recommendation that the project be closed out. State management cost projects will be closed out in the same manner as any other project type; however, no final inspection is required for close-out of this type of project. Additionally, the letter will include the following information and enclosures as applicable:

- Project name, Federal project number, and State identification number;
- A financial summary of the project;
- Certifications, as follows:
 - Of all eligible funds paid to sub-recipient;
 - That work was completed according to FEMA requirements and in conformance with applicable codes, specifications, and standards;
 - That all costs were incurred as the result of eligible work;
 - That all work was completed in accordance with provision of FEMA-State Local agreements;
 - That all payments were made according to Federal and State legal and regulatory requirements;
 - That no bills are outstanding; and
 - That no further request for funding will be made for the project.
 - For acquisition/demolition: no application for disaster assistance will be made to any federal entity or source for any purpose with respect to each property acquired.

Upon the State receipt of Final Claim Amounts from FEMA, the State will review and handle appropriately.

Program Close-out

The State will prepare and submit a program close-out package once concurrence is

received from FEMA and the State that all projects have been closed. This package will include:

- An official letter from the GAR to the Regional Administrator requesting program close-out and de-obligation of unused funds;
- Statement that SOW(s) have been completed as approved and all EHP requirements have been satisfied.
- Final Status Report as applicable (SF425/FFF);
- Final Request for Payments ((SF270), if applicable);
- Report of Government Property (if applicable); and
- Report or Unobligated Balance of Federal Funds, Draw Downs, and Undrawn Funds (FEMA form 20-19).

Upon concurrence from FEMA on final program close-out package, the State will process any cost adjustments or return any obligated cash advanced to FEMA via Smartlink.

After the program has been officially closed-out by both the State and FEMA, all records will be retained for a period of three (3) years.

APPENDIX A: References and Authorities

1. The State of Florida 2018 Comprehensive Emergency Management Plan
2. The Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288, as amended, Sections 322, 404 and 406)
3. The United States Code of Federal Regulations (C.F.R.) Title 44, Part 80, 201, 205, and 206 (Subparts M and N)
4. FEMA Interim Policy #104-11-1 (Appendix G)
5. The United States Code of Federal Regulations (C.F.R.) Title 2, Part 200
6. The Federal Emergency Management Agency "Hazard Mitigation Assistance Unified Guidance" on the Hazard Mitigation Grant Program
7. The National Historic Preservation Act (NHPA) and the National Environmental Policy Act (NEPA)
8. State Rule Chapter 27P-22, Florida Administrative Code
9. The State of Florida Statutes, Chapter 252 as amended 2000
10. The State of Florida Statutes, Title X, Chapter 120.57, and Chapter 216.181
11. Rule 28-106.201(2) and 28-106.301(2), Florida Administrative Code
12. The current State of Florida Hazard Mitigation Plan, including the Enhanced Mitigation Plan
13. Executive Order 11988 Floodplain Management

APPENDIX B: 27P-22 FAC

CHAPTER 27P-22 HAZARD MITIGATION GRANT PROGRAM

27P-22.001	Purpose
27P-22.002	Definitions
27P-22.003	Eligibility
27P-22.004	LMS Working Groups
27P-22.005	Local Mitigation Strategy
27P-22.006	County Allocations and Project Funding
27P-22.007	Application

27P-22.001 Purpose.

This chapter describes the processes for application, project selection and distribution of funds under the Hazard Mitigation Grant Program.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History--New 2-24-02, Formerly 9G-22.001.

27P-22.002 Definitions.

(1) “Adoption” means a resolution, ordinance or other formal action taken by the governing body of a county or municipality indicating agreement with and acceptance of the relevant Local Mitigation Strategy.

(2) “Application” means the request for hazard mitigation funding as submitted to the Division of Emergency Management (Division or FDEM) by an Applicant.

(3) “Applicant” means a state agency, local government, Native American tribe or authorized tribal organization or private non-profit organization requesting hazard mitigation funding.

(4) “DHS” means Department of Homeland Security.

(5) “FEMA” means the Federal Emergency Management Agency.

(6) “Hazard” means a condition that exposes human life or property to harm from a man-made or natural disaster.

(7) “Hazard Mitigation” means any action taken to reduce or eliminate the exposure of human life or property to harm from a man-made or natural disaster.

(8) “Hazard Mitigation Grant Program”, herein referred to as HMGP, means the program authorized under Section 404 of the Stafford Act and implemented by 44 C.F.R., Part 206, Subpart N, dated October 1, 2019, hereby incorporated by reference, <http://www.flrules.org/Gateway/reference.asp?No=Ref-12333>, a copy of which may be obtained by contacting the Division, which provides funding for mitigation projects as identified in the State Hazard Mitigation Plan.

(9) “Local Mitigation Strategy” or “LMS” means a plan to reduce identified hazards within a county.

(10) “Project” means a hazard mitigation measure as identified in an LMS.

(11) “Repetitive loss structures” means structures that have suffered two or more occurrences of damage due to flooding and which have received payouts from the National Flood Insurance Program as a result of those occurrences.

(12) “State Hazard Mitigation Plan” means Florida’s version of the Hazard Mitigation Plan referred to in 44 C.F.R., Part 206, Subpart N and approved by FEMA. The State Hazard Mitigation Plan is set forth in the Enhanced State Hazard Mitigation Plan 2018, hereby incorporated into this rule by reference, <https://www.flrules.org/gateway/reference.asp?NO=Ref-12334>. A copy may be obtained by contacting the Division of Emergency Management.

(13) “Working Group” is the group responsible for the development and implementation of the Local Mitigation Strategy.

27P-22.003 Eligibility.

(1) Eligible types of projects shall include, but not be limited to, the following:

- (a) Certain new construction activities that will result in protection from hazards;
- (b) Retrofitting of existing facilities that will result in increased protection from hazards;
- (c) Elevation of flood prone structures;
- (d) Vegetative management/soil stabilization;
- (e) Infrastructure protection measures;
- (f) Stormwater management/flood control projects;
- (g) Property acquisition or relocation; and
- (h) Plans that identify and analyze mitigation problems and include funded, scheduled programs for implementing solutions, within the same disaster.

(2) In order to be eligible for funding, projects shall meet the following requirements:

- (a) Conform to the State Hazard Mitigation Plan;
- (b) Conform to the funding priorities for the disaster as established in the LMS governing the project;
- (c) Conform to the following federal regulations incorporated by reference, copies of which may be obtained by contacting the Division:

1. 44 C.F.R., Part 9, Floodplain Management and Protection of Wetlands, dated October 1, 2019, incorporated by reference, <http://www.flrules.org/Gateway/reference.asp?No=Ref-12335>;

2. DHS Directive 023-01, Revision 01, dated 10/31/2014, incorporated by reference, <http://www.flrules.org/Gateway/reference.asp?No=Ref-12336>;

3. DHS Instruction 023-01-001-01, Revision 01, dated 11/6/2014, incorporated by reference, <http://www.flrules.org/Gateway/reference.asp?No=Ref-12337>;

4. FEMA Directive 108-1, dated 10/10/2018, incorporated by reference, <http://www.flrules.org/Gateway/reference.asp?No=Ref-12338>; and

5. FEMA Instruction 108-1-1, dated 10/10/2018, incorporated by reference, <http://www.flrules.org/Gateway/reference.asp?No=Ref-12339>.

(d) Eliminate a hazard independently or substantially contribute to the elimination of a hazard where there is reasonable assurance that the project as a whole will be completed; and

(e) Be cost-effective and substantially reduce the risk of future damage, hardship, loss, or suffering resulting from a disaster.

27P-22.004 LMS Working Groups.

Each county electing to participate in the HMGP must have a formal LMS Working Group and a current FEMA approved LMS.

(1) Not later than the last working weekday of January of each year the Chairperson of the Board of County Commissioners shall submit to the Division a list of the members of the Working Group and its designated Chairperson and Vice-Chairperson.

(2) The Working Group shall include, at a minimum:

(a) Representation from various agencies of county government which may include, but not be limited to, planning and zoning, roads, public works and emergency management;

(b) Representation from all interested municipalities within the county; and

(c) Representation from interested private organizations, civic organizations, trade and commercial support groups, property owners associations, Native American Tribes or authorized tribal organizations, water management districts, regional planning councils, independent special districts and non-profit organizations.

(3) The county shall submit documentation to show that within the preceding year it has issued a written invitation to each municipality, private organization, civic organization, Native American Tribe or authorized tribal organization, water management district, independent special district and non-profit organization, as applicable, to participate in the LMS working group. This documentation shall accompany the membership list submitted to the Division.

(4) The Working Group shall have the following responsibilities:

(a) To designate a Chairperson and Vice-Chairperson;

(b) To develop and revise an LMS as necessary;

(c) To coordinate all mitigation activities within the County;

(d) To set an order of priority for local mitigation projects; and

(e) To submit annual LMS updates to the Division by the last working weekday of each January. Updates shall address, at a minimum:

1. List of Working Group Members including Chair and Vice-Chair;

2. Changes to the hazard assessment;

3. Updated project priority list including estimated costs and potential funding sources;

4. Changes to the critical facilities list;

5. Changes to the repetitive loss list; and

6. Revisions to any maps.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History--New 2-24-02, Formerly 9G-22.004, Amended 7-18-13, 11-24-20.

27P-22.005 Local Mitigation Strategy.

Each LMS shall have the following components:

(1) A description of the activities of local government and private organizations that promote hazard mitigation; a description of the policies, ordinances or programs that guide those activities; and any deficiencies in the policies, ordinances, and programs with recommendations to correct those deficiencies.

(2) A description of the methods used to engage private sector participation.

(3) A statement of general mitigation goals, with Working Group recommendations for implementing these goals, and estimated dates for implementation.

(4) A description of the procedures used by the Working Group to review the LMS at regular intervals to ensure that it reflects current conditions within the County.

(5) A hazard assessment to include, at the minimum, an evaluation of the vulnerability of structures, infrastructure, special risk populations, environmental resources and the economy to storm surge, high winds, flooding, wildfires and any other hazard to which the community is susceptible.

(6) A statement of procedures used to set the order of priority for projects based on project variables which shall include technical and financial feasibility.

(7) A list of approved projects in order of priority with estimated costs and associated funding sources.

(8) A list of critical facilities that must remain operational during and after a disaster.

(9) A list of repetitive loss structures.

(10) Maps, in Geographical Information System (GIS) format, depicting hazard areas, project locations, critical facilities and repetitive loss structures.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History--New 2-24-02, Formerly 9G-22.005.

27P-22.006 County Allocations and Project Funding.

(1) The available HMGP funds shall be allocated to the counties included in the relevant presidential disaster declaration, as defined in Section 252.34(2), F.S., in proportion to each county's share of the federal disaster funding from the Public Assistance, Individual Assistance and Small Business Administration programs as of 120 days after

the disaster declaration as reported by FEMA.

(a) Eligible and submitted projects for each county included in the relevant presidential disaster declaration will be funded in order of priority as outlined in the LMS Working Group endorsement letter until the allocated funds are exhausted, or all eligible projects are funded, whichever occurs first.

(b) Any allocation remaining after all eligible projects in any declared county are funded shall be reallocated to those counties included in the relevant presidential disaster declaration whose allocation was not sufficient to fund all submitted eligible projects in proportion to each county's share of unfunded projects.

(2) If funds remain after all eligible projects under subsection (1) above have been funded, then they shall be applied to fund eligible projects submitted from counties not included in the relevant presidential disaster declaration on a first-come-first-served basis until all available funds are obligated.

(3) Once a project has been selected for funding, the agreement between the applicant and the Division regarding the terms and conditions of the grant shall be formalized by contract.

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History--New 2-24-02, Formerly 9G-22.006, Amended 11-24-20.

27P-22.007 Application.

(1) The following entities may apply for funding under the program:

(a) State agencies and local governments;

(b) Private non-profit organizations or institutions that own or operate a private non-profit facility as defined in 44 C.F.R., §206.221(e), dated October 1, 2019, hereby incorporated by reference, <http://www.flrules.org/Gateway/reference.asp?No=Ref-12340> a copy of which may be obtained by contacting the Division; and

(c) Indian tribes or authorized tribal organizations.

(2) The Division shall notify potential applicants of the availability of HMGP funds by publishing a Notice of Funding Availability in the Florida Administrative Register.

(3) Applicants will have not less than ninety (90) days from the date of notification to submit project applications. The opening and closing dates will be specified in the Notice of Funding Availability. Applications mailed to the Division must be postmarked on or before the final due date. Hand-delivered applications must be stamped in at the Division no later than 5:00 p.m. (Eastern Time) on the final due date.

(4) A LMS Working Group endorsement letter shall accompany each application from the Chairperson or Vice-Chairperson of the LMS Working Group endorsing the project. The endorsement shall verify that the proposed project does appear in the current LMS and state its priority in relation to other submitted projects. Applications without this letter of endorsement will not be considered.

(5) Applications must be submitted using FDEM Form No. HMGP Application (01-2020) (Eff. 01-2020) which is incorporated into this rule by reference, <http://www.flrules.org/Gateway/reference.asp?No=Ref-12341>, a copy of which may be obtained by contacting the Division or visiting www.floridadisaster.org. In addition, the application form will be circulated as a part of the Notice of Funding Availability for its respective disaster grant cycle.

(6) If the Division receives an incomplete application, the applicant will be notified in writing of the deficiencies. The applicant will have thirty (30) calendar days from the date of the letter to resolve the deficiencies. If the deficiencies are not corrected by the deadline the application will not be considered for funding.

(7) Applications are to be delivered or sent to:

Division of Emergency Management

Bureau of Mitigation

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399

ATTENTION: Hazard Mitigation Grant Program

Rulemaking Authority 252.35(2)(x) FS. Law Implemented 252.311, 252.32, 252.35 FS. History--New 2-24-02, Formerly 9G-22.007, Amended 7-18-13, 11-24-20.

APPENDIX C: Application Process

THE PROCESS FROM APPLICATION THROUGH CLOSE-OUT IS AS FOLLOWS:

1. Notice of Funding (NOFA) is published with 90-day estimate.	2. Conduct HMGP Applicant Workshops with impacted counties (in-person or webinar)
3. Applications are developed and submitted to FDEM/Mitigation Bureau within application window (see NOFA)	4. Applications to Policy/Planning Unit to check eligibility; coordinate with the LMS Working Group
5. HMGP Project Managers refine Scope of Work; conduct Sufficiency Review	6. Technical Support Review for: Benefit/Cost Environmental-NEPA Develop Engineer/Environmental Report
7. Return applications to Project Manager	8. Submit completed application packages to FEMA
9. Obligation Report to FDEM Project Manager	10. Forward Obligation Report, Budget, and Scope of Work to Grants Unit for contract development
11. Forward Contract to Grants Unit to send to Sub-recipient for signature	12. Grants Unit receives the signed Contract and routes for internal signature
13. Once the Contract is signed, Grants returns it back to Project Manager and distributes to relevant parties	14. The Project Manager monitors progress: Reviews Quarterly Report Conducts Field Monitoring Provides Status Update of Project Engages Applicant, if needed
15. Request Technical Support Unit (TSU) to conduct a site visit or review	16. Project Manager requests Interim Inspection
17. TSU conducts an inspection and provides Inspection Report	18. Project Manager reviews Inspection Report
19. Applicant requests Final Inspection	20. Project Manager requests TSU conduct final inspection
21. TSU provides Final Inspection Report to Project Manager. If okay, goes to Grants Unit	22. The Final Payment is processed, and file is closed

APPENDIX D: FEMA Disaster Grant Agreement

**FEDERAL EMERGENCY MANAGEMENT AGENCY
DISASTER GRANT AGREEMENT ARTICLES**

HAZARD MITIGATION GRANT PROGRAM

ARTICLE I. The United States of America through the Director, Federal Emergency Management Agency (FEMA) (hereinafter referred to as "the Grantor") or his/her delegate, agrees to grant to the State Government, through its designated agency named above (hereinafter referred to as "the Grantee") funds in the amount specified on the

Obligating document, to support the Hazard Mitigation Grant Program (HMGP) authorized under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq. By signing the Memorandum of Understanding, the Grantee agrees to abide by the grant terms and conditions as set forth in this document as well as all conditions contained in the FEMA-State Agreement

ARTICLE II. This agreement takes effect at the time it is executed and the obligating document is signed and remains in effect until the grant program is completed. Refer to obligating documents for funding information.

ARTICLE III. The following laws and regulations govern standard grant management practices and are incorporated into this Agreement by reference. Due to the nature of grant administration following Presidential declaration of a disaster or emergency, some variance from standard practice may be warranted upon determination by FEMA.

Public Law 93-288, as amended. Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq.

Title 44 of the Code of Federal Regulations (C.F.R.)

44 C.F.R.	Part 9 Floodplain Management and Protection of Wetlands
2 C.F.R.	Part 182, Subpart F Government wide requirements for drug-free workplace (grants)
44 C.F.R.	Part 18 New restrictions on lobbying
44 C.F.R.	SUBCHAPTER C-Fire Prevention and Control
44 C.F.R.	SUBCHAPTER D-Disaster Assistance
44 C.F.R.	Part 7 Nondiscrimination in Federally Assisted Programs

Internal Directive 108.1

Assurances submitted with the SF 424, Application for Federal Assistance

31 CFR 205.6

Funding techniques

ARTICLE IV. The specific terms and conditions of this agreement are as follows:

1. No transfer of funds to agencies other than those identified in the approved grant agreement shall be made without prior approval of FEMA. Grantee shall be paid using the HHS SMARTLINK System, provided Grantee maintains and complies with procedures for minimizing the time between transfer of funds from the US Treasury and disbursement by the state and sub-recipients. The state should make drawdowns as close as possible to the time of making disbursements.
2. The Grantee shall submit financial and programmatic reports 30 days after the end of each Federal quarter following the initial grant award. Reporting dates are January 30, April 30, July 30, October 30. Final reports are due 90 days after the end of the grant. The FEMA Disaster Recovery Manager (DRM) may waive the initial report if the disaster occurs too close to the end of the Federal quarter. The DRM may suspend state drawdowns if quarterly reports are not submitted on a timely basis.
3. The Grantee shall transfer to FEMA the appropriate share, based on the Federal support percentage, of any refund, rebate, credit or other amounts arising from the performance of this agreement, along with accrued interest, if any. The Grantee shall take necessary action to effect prompt collection of all monies due or which may become due and to cooperate with FEMA in any claim or suit in connection with amounts due.
4. Prior to the start of any construction activity, the Grantee shall ensure that all applicable Federal, State, and local permits and clearances are obtained including FEMA compliance with NEPA.
5. The Grantee is free to copyright any original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, the work for Government purposes. Any publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support and a statement that the publication does not necessarily reflect FEMA's views.
6. Per 2 C.F.R. § 200.343, when FEMA and the state have completed the agreed upon grant activities, the State shall submit a final financial status report, any required performance reports, a request to close the program, and any other required forms and

certifications within 90 days of completion of grant activities. FEMA will evaluate grantee reports, perform the necessary financial reconciliation, make any necessary adjustments, and close-out the grant.

7. The grant shall be completed within three years of the disaster declaration. Written request for an extension will include information and documentation to support the amendment and a schedule for completion. No subsequent grant agreements, monetary increase amendments, or time extension amendments will be approved unless all overdue final financial or performance reports have been submitted by the Grantee to the appropriate Regional Office. Exceptions to this policy can be approved only by the FEMA Regional Director or DRM. (See Section III E above)

8. The State shall take all responsible steps to ensure that disaster victims are aware of procedures for filing insurance claims, are informed of any State procedures instituted for assisting insured disaster victims and are aware of their responsibility to repay government assistance which is duplicated by insurance proceeds.

9. The State agrees, on its behalf and on behalf of its political subdivisions and other recipients of Federal disaster assistance, to cooperate with the Federal Government in seeking recovery of any funds expended as a result of fraudulent actions that contributed to those damages, which resulted in a disaster declaration.

10. The certifications signed by the State on the FEMA-State Agreement relating to maintenance of a Drug-Free workplace (per 2 C.F.R. Part 182, Subpart F) and New Restrictions on Lobbying (44 C.F.R. Part 18) apply to this grant agreement and are incorporated by reference.

APPENDIX E: Determination of Staffing Requirements

STATE OF FLORIDA
STATE MANAGEMENT COST
Determination of Staffing Requirements

FEMA-4673-DR-FL Hurricane Ian

This event prompted a Major Presidential Declaration on September 29, 2022. The incident period was designated as beginning on September 23, 2022 and ending on November 4, 2022. The declaration was issued for the State of Florida and specific counties for various Public Assistance categories. In addition, nine confirmed tornadoes were recorded as a result of Hurricane Ian in Brevard, Broward, Glades, Highlands, and Palm Beach County.

FEMA-4680-DR-FL Hurricane Nicole

This event prompted a Major Presidential Declaration on December 13, 2022. The incident period was designated as beginning on November 7, 2022 and ending on November 30, 2022. The declaration was issued for the State of Florida and 61 specific counties for Public Assistance Category B.

MULTIPLE DISASTER STRATEGY

The SHMO has the overall responsibility for the management and administration of the HMGP for the many disasters and the annual mitigation grant programs. In the event of multiple disasters, other staff may be reassigned to assist in administering the program, or temporary hires may be used. Mitigation staffing plans will be modified according to personnel assignments to distinct grants /programs. The salaries, benefits, and indirect cost are charged to State Management Costs for the grant according to the staffing plan allocations. Travel and/or expenses will be charged directly to the appropriate grant and funding cost accumulator.

PERSONNEL, TASK ASSIGNMENTS, AND ACTIVITIES

The Mitigation Bureau of the Florida Division Emergency Management (FDEM) serves as the state grantee entrusted with managing FEMA's mitigation programs in Florida. It is the philosophy of FDEM to maintain core skill sets with existing staff; however, it may be necessary to contract certain technical expertise and professional infrastructure experts, as needed.

For example, technical analyses to obtain data to run the FEMA benefit-cost module is conducted by the United States Geological Survey as such expertise does not exist on staff. Similarly, the mitigation project scope development and/or engineering monitoring and close-out are often completed by technical specialists provided by the current

FDEM contractor.

As provided in 44 Code of Federal Regulations, Section 206.437 (b) (3), the State of Florida has identified the following staffing needs necessary for the administration of both FEMA-4673-DR-FL Hurricane Ian and FEMA-4680-DR-FL Hurricane Nicole:

HAZARD MITIGATION GRANT PROGRAM

STATE HAZARD MITIGATION OFFICER

This position is responsible for the overall management, administration, and completion of the Section 404-Hazard Mitigation Grant Program (HMGP) made available as a result of Presidential disaster declarations.

Duties will include the following:

- Work with state and FEMA Mitigation staff in the Joint Field Office following the disaster declaration.
- Assist FEMA in the development of the Mitigation Action Plan and update as required.
- Conduct briefings and meetings with potential applicants on the HMGP.
- Prepare the State's application for Section 404-HMGP funding for submission to FEMA.
- Update the 404-HMGP Administrative Plan as required.
- Development of state guidance in administering the 404-HMGP, and issue to sub-recipients.
- Provide technical assistance and support to the State Mitigation Team.
- Coordinate with staff to facilitate their processing of applications and providing of assistance to municipalities.
- Identify and coordinate with other federal and state agencies for funding of mitigation projects.
- Coordinate with Public Information staff on the development of press releases regarding mitigation activities.
- Ensure the implementation, monitoring, and close-out requirements in the Administrative Plan are completed.

DEPUTY STATE HAZARD MITIGATION OFFICER (Program Manager)

This position is responsible for the day-day management and administration of the Section 404-Hazard Mitigation Grant Program (HMGP) made available as a result of Presidential disaster declarations.

Duties will include the following:

- Assist with conducting briefings and meetings with potential applicants on the HMGP.
- Accept and review pre-applications from municipalities interested in applying for hazard mitigation assistance.
- Assist communities in completing formal applications for HMGP and provide technical assistance that may be required.
- Assist communities in completing formal applications for HMGP planning grants and provide technical assistance that may be required.
- Conduct application review (including environmental review and benefit-cost analysis) prior to submitting applications to FEMA for approval.
- Assist communities in implementing approved projects. Monitor sub-recipient compliance with Section 404-HMGP requirements.
- Monitor sub-recipient progress in meeting project goals, including ensuring timely submittal of quarterly reports by sub-recipients and reviewing of such reports.
- Answer written and oral inquiries regarding the 404-HMGP, attend and conduct meetings pertaining to HMGP, and coordinate with FEMA Region IV staff on 404 issues requiring clarification, etc.
- Assist State Mitigation Officer in development of state guidance in administering the 404-HMGP, and issue to sub-recipients.
- Other disaster related assignments as directed by the State Hazard Mitigation Officer.
- Entry of plan and completed sub-recipient project applications into NEMIS.
- Maintain files and documentation in accordance with disaster applicants.

MITIGATION PLANNER

This position is responsible for working with potential project sub-recipients to ensure on the mitigation planning requirements to maintain eligibility for HMGP funds.

Duties will include the following:

- Reviewing HMGP project pre-applications to determine community's project plan status.
- Providing technical assistance to project pre-applicants and applicants to ensure that project ideas are consistent with local mitigation plans.
- Reviews community mitigation plans and plan updates to ensure eligibility for HMGP funding including completing HMGP plan review crosswalks, coordinating with FEMA, and providing review comments to communities.

PROJECT MANAGER

This position reports to the Program Manager in the Hazard Mitigation Grant Program. This is an advanced independent position that involves planning, evaluation and monitoring and managing federally funded grant projects based on results of statewide disasters.

Duties will include the following:

- Reviews management plans submitted by applicants for project feasibility, implementation strategies and overall project management in conformance with federal criteria.
- In compliance with applicable federal and state laws, rules and procedures, manages and monitors agreements for disaster relief grants for hazard mitigation sub-recipients to assist in mitigating the efforts of future disasters.
- Corresponds with the Federal Emergency Management Agency on transmittal project summaries/recommendations, obligations/de-obligations, project closeouts and technical reviews/guidance, as needed.
- Researches special hazard mitigation issues for possible state and local government adoption to include codes, ordinances, and policies.
- Provides technical assistance on hazard mitigation issues to state and local governments and on developing or implementing hazard mitigation programs and policies.

- Assists in development of Section 409 Hazard mitigation addenda to the State Hazard Mitigation Plan and in continuing development and education plans for the HMGP.
- Attend meetings, conferences and workshops related to hazard mitigation planning and participate in the Division's Long Range Planning Team.
- Performs other related duties and travel as assigned, to include disaster duties as a result of declared or non-declared disasters.
- This position is responsible for the approval or processing of vendor's invoices and/or distribution of warrants to vendors.

SENIOR MANAGEMENT ANALYST (Grant reviews & Management Units)

This is an advanced position that involves research, report writing (i.e., research special hazard mitigation issues and provide written opinion), planning and evaluation, monitoring, conducting presentations/trainings and performing a variety of technical activities for federally funded traditional/nontraditional mitigation projects in compliance with applicable federal and state laws, rules, and procedures.

Duties will include the following:

- Assist the Community Program Manager (CPM) by providing support of the State's Mitigation efforts for the following disaster and non-disaster mitigation programs: Hazard Mitigation Grant Program (HMGP); Hurricane Loss Mitigation Program (HLMP); Pre-Disaster Mitigation (PDM); Building Resilient Infrastructure and Communities (BRIC).
- Conduct all aspects of Grants/Contract Management including the following: preparing purchase requests; Requests for Bids; Invitations to Negotiate, and Notices of Funding Availability; negotiate contracts and sub-grants, including subsequent changes and modifications; process contract and sub-grant payments and closeout packages; conduct desk and on-site contract/sub-grant monitoring, including development of corrective action plans and follow-up activities.
- Assist the CPM in identifying program priorities and monitor program status; assist with development of procedures and policies, spreadsheets, and related methods of communication.
- Provide program technical assistance on hazard mitigation issues to state and local governments and other entities on hazard mitigation activities.
- Attend meetings, training and workshops related to hazard mitigation.

- Perform other related duties and travel as assigned to include disaster duties as a result of declared and non-declared disasters.

GOVERNMENT OPERATIONS CONSULTANT

This position reports to the Community Program Manager in the Hazard Mitigation Grant Program (HMGP).

Duties will include the following:

- Conduct fact-finding research and present findings.
- Prepare outreach materials, research papers, reports, planning documents, and other written products for the Hazard Mitigation Grant Program.
- Work with the agency's external affairs office to develop publications and other educational elements about Florida's mitigation efforts.
- Coordinate with staff to compile work products and other program materials for special projects or other unique requests.
- Respond to public and other inquiries about mitigation, either by phone, letter, or email.
- Develop HMGP presentations and associated materials.
- Review reports and other special projects.
- Develop outreach strategy.
- Support CPM with oversight of HMGP updates to the electronic procedures manual.
- Conduct on-going gap analysis of procedures / resources of the HMGP program and present findings with recommendations.
- Attend meetings, training and workshops related to the Hazard Mitigation Grant Program.

Perform other related duties and travel as assigned to include disaster duties as a result of declared and non-declared disasters.

FINANCE MANAGER

Manages the daily activities of Mitigation Financial and Quality Control unit in the Long-Term Recovery Office and Headquarters.

Duties will include the following:

- Develops quality assurances and implementation processes to enhance Mitigation.
- Assists the program administrator for mitigation programs by providing financial reporting assistance and quality control of the mitigation program activities.
- Ensures project applications are solicited and processed in accordance with identified program eligibility requirements and ensures payments are made to grantees in a timely manner.
- Supervises staff in the accomplishment of the financial and quality control reviews.
- Provides program support, technical assistance and consultation to sub-recipients, contractors, local government and interested parties regarding mitigation programs.
- Manages and assists in implementing all aspects of contracts/grants management, including preparing negotiating contracts with sub-recipients and processing contract/sub-grant closeout packets.
- Assists local applicants with short and long-term mitigation activities.
- Coordinates all disaster closeout activities.
- Performs disaster related duties as deemed appropriate and assists as needed in response and recovery activities associated with declared and non-declared disasters.

GOVERNORS AUTHORIZED REPRESENTATIVE (GAR) AND ALTERNATE GAR

The GAR / Alternate GAR is responsible for the overall management and administration of FEMA's disaster programs in Florida as authorized under the Robert T. Stafford Act after a Presidential disaster declaration and has the following duties as they relate to the Section 404-Hazard Mitigation Grant Program (HMGP):

- Interacting with Florida communities, state legislators, Congressional delegation, media, and citizens to discuss HMGP.
- Securing state matching funds.
- Participating in the development of, review of, and the approval of strategic and planning documents for administration and implementation of HMGP.

GRANT SPECIALIST

The position can also provide technical, fiscal and management assistance to applicants applying for mitigation funds under the laws and rules prescribed by the Federal Emergency Management Agency and other applicable authorities.

Duties will include the following:

- Prepares and maintains financial reports on program activities.
- In compliance with applicable federal and state laws, rules, and procedures, manages and monitors agreements for disaster relief grants for qualified applicants.
- Ensures that agreement rules and records are maintained and prepares required reports regarding the status of awarded grants. Maintains an automated logging system for tracking all grant/agreement payments and contracts with applicant representatives.
- Reviews all financial documentation submitted by applicants to ensure technical correctness, numerical accuracy and completeness before submission to the Governor's Authorized Representative for payment approval.
- Assists the Planning Manager in quality control reviews and audits relating to grant and contract management.
- Conducts on-site inspections of approved projects to ensure stage of completion of projects and accuracy of supporting documentation.
- Performs other related duties and travel as assigned, to include disaster duties as a result of Presidentially and non-declared disasters.

TECHNICAL SPECIALISTS

This position monitors assigned projects, providing technical assistance to sub-recipients on project issues, including the monitoring of interim and final inspections.

Duties will include the following:

- Reviews site plans for consistency with federal guidance related to mitigation criteria.
- Reviews disaster and non-disaster grant applications to ensure projects comply with applicable federal, state, and local policies.
- Supports sub-recipients in development of project worksheets, Benefit Cost Analysis with the appropriate support documentation to determine project feasibility
- Conducts damage assessments to identify the severity and magnitude of infrastructure losses due to disaster events.
- Supports sub-recipients in the federal appeals process by preparing, reviewing, and monitoring appeals.
- Conducts training for sub-recipients and co-workers on Mitigation Grant Programs issues.
- Performs other related duties and travel as assigned, to include disaster duties as a result of emergency events.

ENVIRONMENTAL SPECIALISTS

This position is responsible for coordinating/managing the environmental review component of federal grant and public assistance applications to ensure compliance with applicable environmental laws.

Duties will include the following:

- Reviews disaster and non-disaster grant applications to ensure projects comply with applicable federal, state, and local environmental policies.
- Coordinates with state and federal agencies on project review for compliance with national and state environmental laws, to include the Florida State Clearinghouse.
- Coordinates with FEMA Region IV staff on developing state procedures for conducting environmental assessments.
- Participates in state and federal agency environmental project consultations.
- Provides technical assistance to applicants both before application is submitted and during review.

- Initiates environmental review meetings with sub-recipients to help determine appropriate projects; conduct local site inspections and review potential projects for environmental compliance with NEPA and maintain records and databases of site visits.
- Conducts environmental review training workshops for state and local staff involved in preparing and managing projects with disaster-related environmental impacts.
- Performs other duties as assigned to include disaster duties as a result of presidentially and non-declared disasters.

SENIOR MANAGEMENT ANALYST (Financial Management Unit)

This position supports the State's Mitigation efforts for the following disaster and non-disaster programs: Hazard Mitigation Grant Program (HMGP); Flood Mitigation Assistance (FMA); Hurricane Loss Mitigation Program (HLMP); Pre-Disaster Mitigation (PDM); Building Resilient Infrastructure and Communities (BRIC).

Duties will include the following:

- Assists the planning manager by providing financial reporting assistance and quality control of the mitigation program activities.
- Prepares procurement requests, contracts and modifications as required.
- Assists the planning manager in developing standard operating guidelines for the Mitigation Bureau.
- Assists staff in the accomplishment of the financial and quality control reviews.
- Provides program support, technical assistance and consultation to sub-recipients, contractors, local governments and interested parties regarding mitigation programs.
- Provide guidance on procurement methods to Mitigation Bureau
- Assists the program managers in identifying program priorities and monitoring program status; assists in the development of procedures and policies, spreadsheets, and related methods of communication.
- Processes payments; works with the Grants specialists to accurately reimburse sub-recipients on program projects. Maintains Subgrant and Obligation budgets in Mitigation.org.

- Prepares spreadsheets to manage disaster and reconcile project budgets.
- Conducts training and briefings to sub-recipients/recipients and assists in training and briefing program staff.
- Reviews project closeout spreadsheets for HMGP projects for accuracy prior to submission to FEMA.
- Assists and travels as needed in response to and recovery from declared and non-declared disasters.

CONTRACTUAL / COOPERATIVE AGREEMENTS FOR PROVISION OF SPECIALIZED TECHNICAL ASSISTANCE

- Provide personnel to augment the State Mitigation staff, as determined by the SHMO.
- Provide Professional Technical Specialists / Infrastructure experts to conduct:
 - Benefit Cost analysis
 - Technical and data development
 - Hydrologic / hydraulic analysis
 - Scope of work development / analysis
 - Mitigation project assessments
 - Review and provide comments / recommendations on local / state mitigation initiatives
 - Environmental review and consultation services
- Provide FEMA Programs experts to assist in the following activities, as needed:
 - Mitigation planning and assistance
 - Environmental planning and assistance
 - Floodplain management planning and assistance
 - State Management Cost development
 - Fiscal consultation and reconciliation services
 - Project audit / monitoring / appeals services
- Provide specialized expertise to GAR and / or SHMO to assist in the continued development and improvement of programs and initiatives.

TEMPORARY STAFF

Should the need arise to hire additional temporary staff following a disaster, FDEM will follow their standard hiring procedures. Needed positions will be listed on the State of Florida's People First website, and qualified candidates will go through normal vetting procedures. New hires will undergo orientation for their position at FDEM as well as the

Bureau of Mitigation, specifically. Training materials that are required for their position will be provided to them.

The head of each unit within the Bureau of Mitigation will be responsible for the supervision of the temporary staff that are assigned to them.

STATE MANAGEMENT COST BUDGET

As described in FEMA Interim Policy #104-11-1 (Appendix G), the State will submit appropriate documentation, in accordance with procedures for requesting management cost findings.

APPENDIX F: Local Mitigation Strategy Status Report

FLORIDA LOCAL MITIGATION STRATEGY STATUS REPORT
As of January 11, 2023

County or Participating Jurisdiction	Plan Approval Date	Jurisdictional Status	Jurisdiction Approval Date	Plan Expiration Date	Plan Expiration Time Frame
Alachua	3/15/2021	Approved		3/15/2026	More Than 1 Year
Alachua County Uninc.	3/15/2021	Approved	3/29/2021	3/15/2026	More Than 1 Year
Alachua	3/15/2021	Approved	3/8/2021	3/15/2026	More Than 1 Year
Archer	3/15/2021	Approved	3/15/2021	3/15/2026	More Than 1 Year
Gainesville	3/15/2021	Approved	3/20/2021	3/15/2026	More Than 1 Year
Hawthorne	3/15/2021	Approved	4/6/2021	3/15/2026	More Than 1 Year
High Springs	3/15/2021	Approved	3/11/2021	3/15/2026	More Than 1 Year
La Crosse	3/15/2021	Approved	3/9/2021	3/15/2026	More Than 1 Year
Micanopy		Not Participating			
Newberry	3/15/2021	Approved	3/22/2021	3/15/2026	More Than 1 Year
Sante Fe College	3/15/2021	Approved	3/15/2021	3/15/2026	More Than 1 Year
University of Florida, Gainesville	3/15/2021	Approved	2/25/2021	3/15/2026	More Than 1 Year
Waldo	3/15/2021	Approved	4/13/2021	3/15/2026	More Than 1 Year
Baker	2/9/2021	Approved	2/8/2016	2/9/2026	More Than 1 Year
Baker County Uninc.	2/9/2021	Approved	1/5/2021	2/9/2026	More Than 1 Year
Glen St. Mary	2/9/2021	Approved	3/16/2021	2/9/2026	More Than 1 Year
MacClenny	2/9/2021	Approved	4/13/2021	2/9/2026	More Than 1 Year
Bay	9/15/2020	Approved	9/1/2020	9/15/2025	More Than 1 Year
Bay County Uninc.	9/15/2020	Approved	9/1/2020	9/15/2025	More Than 1 Year
Bay School District	9/15/2020	Approved	10/13/2020	9/15/2025	More Than 1 Year
Callaway	9/15/2020	Approved	9/22/2020	9/15/2025	More Than 1 Year
Lynn Haven	9/15/2020	Approved	9/23/2020	9/15/2025	More Than 1 Year
Mexico Beach	9/15/2020	Approved	9/29/2020	9/15/2025	More Than 1 Year
Panama City	9/15/2020	Approved	9/21/2020	9/15/2025	More Than 1 Year
Panama City Beach	9/15/2020	Approved	10/8/2020	9/15/2025	More Than 1 Year
Panama City Housing Authority	9/15/2020	Approved	10/21/2020	9/15/2025	More Than 1 Year
Parker	9/15/2020	Approved	9/23/2020	9/15/2025	More Than 1 Year
Springfield	9/15/2020	Approved	9/21/2020	9/15/2025	More Than 1 Year
Bradford	11/12/2021	Approved	11/12/2021	11/12/2026	More Than 1 Year
Bradford County Uninc.	11/12/2021	Approved	11/12/2021	11/12/2026	More Than 1 Year
Brooker	11/12/2021	Approved Pending Adoption		11/12/2026	More Than 1 Year
Hampton	11/12/2021	Approved	1/7/2022	11/12/2026	More Than 1 Year
Lawtey	11/12/2021	Approved Pending Adoption		11/12/2026	More Than 1 Year
Starke	11/12/2021	Approved	2/1/2022	11/12/2026	More Than 1 Year
Brevard	9/28/2020	Approved	9/15/2020	9/28/2025	More Than 1 Year
Brevard County Uninc.	9/28/2020	Approved	9/15/2020	9/28/2025	More Than 1 Year
Cape Canaveral	9/28/2020	Approved	10/20/2020	9/28/2025	More Than 1 Year
Cape Canaveral Port Authority	9/28/2020	Approved	10/28/2020	9/28/2025	More Than 1 Year
Cocoa Beach	9/28/2020	Approved	12/3/2020	9/28/2025	More Than 1 Year
Cocoa	9/28/2020	Approved	10/13/2020	9/28/2025	More Than 1 Year

County or Participating Jurisdiction	Plan Approval Date	Jurisdictional Status	Jurisdiction Approval Date	Plan Expiration Date	Plan Expiration Time Frame
Grant-Valkaria	9/28/2020	Approved	1/13/2021	9/28/2025	More Than 1 Year
Satellite Beach	9/28/2020	Approved	2/3/2021	9/28/2025	More Than 1 Year
Titusville	9/28/2020	Approved	1/12/2021	9/28/2025	More Than 1 Year
Palm Bay	9/28/2020	Approved	11/5/2020	9/28/2025	More Than 1 Year
Rockledge	9/28/2020	Approved	10/21/2020	9/28/2025	More Than 1 Year
Indian Harbour Beach	9/28/2020	Approved	10/27/2020	9/28/2025	More Than 1 Year
Melbourne	9/28/2020	Approved	10/13/2020	9/28/2025	More Than 1 Year
West Melbourne	9/28/2020	Approved	10/20/2020	9/28/2025	More Than 1 Year
Melbourne Beach	9/28/2020	Approved	12/16/2020	9/28/2025	More Than 1 Year
Indialantic	9/28/2020	Approved	1/13/2021	9/28/2025	More Than 1 Year
Palm Shores	9/28/2020	Approved Pending Adoption		9/28/2025	More Than 1 Year
Malabar	9/28/2020	Approved	7/19/2021	9/28/2025	More Than 1 Year
Melbourne Village		Non Participating			
Broward	3/12/2018	Approved	3/12/2018	3/12/2023	Less Than 1 Year
Broward County Uninc.	3/12/2018	Approved	12/12/2017	3/12/2023	Less Than 1 Year
Coconut Creek	3/12/2018	Approved	1/25/2018	3/12/2023	Less Than 1 Year
Cooper City	3/12/2018	Approved	1/9/2018	3/12/2023	Less Than 1 Year
Coral Springs	3/12/2018	Approved	1/17/2018	3/12/2023	Less Than 1 Year
Coral Springs Improvement District	3/12/2018	Approved	11/15/2021	3/13/2023	Less Than 1 Year
Dania Beach	3/12/2018	Approved	6/26/2018	3/12/2023	Less Than 1 Year
Davie	3/12/2018	Approved	12/6/2017	3/12/2023	Less Than 1 Year
Deerfield Beach	3/12/2018	Approved	1/16/2018	3/12/2023	Less Than 1 Year
Fort Lauderdale	3/12/2018	Approved	4/3/2018	3/12/2023	Less Than 1 Year
Hallendale Beach	3/12/2018	Approved	12/6/2017	3/12/2023	Less Than 1 Year
Hillsboro Beach	3/12/2018	Approvable Pending Adoption		3/12/2023	Not Approved
Hollywood	3/12/2018	Approved	4/18/2018	3/12/2023	Less Than 1 Year
Lauderdale-by-the-Sea	3/12/2018	Approved	1/9/2018	3/12/2023	Less Than 1 Year
Lauderdale Lakes	3/12/2018	Approved	6/26/2018	3/12/2023	Less Than 1 Year
Lauderhill	3/12/2018	Approved	2/26/2018	3/12/2023	Less Than 1 Year
Lazy Lakes	3/12/2018	Approvable Pending Adoption		3/12/2023	Not Approved
Lighthouse Point	3/12/2018	Approved	1/9/2018	3/12/2023	Less Than 1 Year
Margate	3/12/2018	Approved	11/15/2017	3/12/2023	Less Than 1 Year
Memorial Healthcare System	3/12/2018	Approved	1/6/2022	3/12/2023	Less Than 1 Year
Miramar	3/12/2018	Approved	5/16/2018	3/12/2023	Less Than 1 Year
North Lauderdale	3/12/2018	Approved	6/26/2018	3/12/2023	Less Than 1 Year
Oakland Park	3/12/2018	Approved	5/2/2018	3/12/2023	Less Than 1 Year
Parkland	3/12/2018	Approvable Pending Adoption		3/12/2023	Not Approved
Pembroke Park	3/12/2018	Approved	11/8/2017	3/12/2023	Less Than 1 Year
Pembroke Pines	3/12/2018	Approved	1/17/2018	3/12/2023	Less Than 1 Year
Pompano Beach	3/12/2018	Approved	3/13/2018	3/12/2023	Less Than 1 Year
Plantation	3/12/2018	Approved	2/16/2018	3/12/2023	Less Than 1 Year
Sea Lake Ranches	3/12/2018	Approved	3/12/2018	3/12/2023	Less Than 1 Year
Seminole Tribe of Florida	9/22/2016	Approved	9/22/2016	9/21/2021	Less Than 1 Year
Southwest Ranches	3/12/2018	Approved	1/25/2018	3/12/2023	Less Than 1 Year
Sunrise	3/12/2018	Approved	3/27/2018	3/12/2023	Less Than 1 Year
Tamarac	3/12/2018	Approved	1/10/2018	3/12/2023	Less Than 1 Year
West Park	3/12/2018	Approved	2/21/2018	3/12/2023	Less Than 1 Year
Weston	3/12/2018	Approved	1/16/2018	3/12/2023	Less Than 1 Year

County or Participating Jurisdiction	Plan Approval Date	Jurisdictional Status	Jurisdiction Approval Date	Plan Expiration Date	Plan Expiration Time Frame
Wilton Manors	3/12/2018	Approved	7/10/2018	3/12/2023	Less Than 1 Year
Calhoun	6/1/2020	Approved	4/7/2020	6/1/2025	More Than 1 Year
Calhoun County Uninc.	6/1/2020	Approved	4/7/2020	6/1/2025	More Than 1 Year
Altha	6/1/2020	Approved	4/8/2020	6/1/2025	More Than 1 Year
Blountstown	6/1/2020	Approved	4/14/2020	6/1/2025	More Than 1 Year
Charlotte	8/19/2020	Approved	7/28/2020	8/19/2025	More Than 1 Year
Charlotte County Uninc.	8/19/2020	Approved	7/28/2020	8/19/2025	More Than 1 Year
Punta Gorda	8/19/2020	Approved	10/21/2020	8/19/2025	More Than 1 Year
Citrus	9/14/2020	Approved	6/8/2020	9/14/2025	More Than 1 Year
Citrus County Uninc.	9/14/2020	Approved	6/8/2020	9/14/2025	More Than 1 Year
Crystal River	9/14/2020	Approved	7/13/2020	9/14/2025	More Than 1 Year
Inverness	9/14/2020	Approved	6/16/2020	9/14/2025	More Than 1 Year
Clay	9/15/2020	Approved	9/8/2020	9/15/2025	More Than 1 Year
Clay County Uninc.	9/15/2020	Approved	9/8/2020	9/15/2025	More Than 1 Year
Green Cove Springs	9/15/2020	Approved	9/29/2020	9/15/2025	More Than 1 Year
Keystone Heights	9/15/2020	Approved	9/10/2020	9/15/2025	More Than 1 Year
Orange Park	9/15/2020	Approved	9/15/2020	9/15/2025	More Than 1 Year
Penney Farms	9/15/2020	Approved	9/29/2020	9/15/2025	More Than 1 Year
Collier	4/13/2020	Approved	4/28/2020	4/13/2025	More Than 1 Year
Collier County Uninc.	4/13/2020	Approved	4/28/2020	4/13/2025	More Than 1 Year
Collier County School Board	4/13/2020	Approved	4/13/2021	4/13/2025	More Than 1 Year
Everglades City	4/13/2020	Approved	5/26/2020	4/13/2025	More Than 1 Year
Marco Island	4/13/2020	Approved	4/6/2020	4/13/2025	More Than 1 Year
Naples	4/13/2020	Approved	4/24/2020	4/13/2025	More Than 1 Year
Mosquito Control District	4/13/2020	Approved	4/21/2020	4/13/2025	More Than 1 Year
Greater Naples Fire District	4/13/2020	Approved	4/14/2020	4/13/2025	More Than 1 Year
Immokalee Fire Control District	4/13/2020	Approved	4/16/2020	4/13/2025	More Than 1 Year
North Collier Fire Control District	4/13/2020	Approved	4/23/2020	4/13/2025	More Than 1 Year
Columbia	12/14/2020	Approved	10/15/2020	12/14/2025	More Than 1 Year
Columbia County Uninc.	12/14/2020	Approved	10/15/2020	12/14/2025	More Than 1 Year
Fort White	12/14/2020	Approved	10/27/2020	12/14/2025	More Than 1 Year
Lake City	12/14/2020	Approved	11/2/2020	12/14/2025	More Than 1 Year
DeSoto	3/19/2020	Approved	3/10/2020	3/19/2025	More Than 1 Year
DeSoto County Uninc.	3/19/2020	Approved	3/10/2020	3/19/2025	More Than 1 Year
Arcadia	3/19/2020	Approved	3/17/2020	3/19/2025	More Than 1 Year
Dixie	4/6/2021	Approved	3/18/2021	4/5/2026	More Than 1 Year
Dixie County Uninc.	4/6/2021	Approved	3/18/2021	4/5/2026	More Than 1 Year
Cross City	4/6/2021	Approved Pending Adoption		4/5/2026	More Than 1 Year
Horseshoe Beach	4/6/2021	Approved Pending Adoption		4/5/2026	More Than 1 Year
Duval	8/18/2020	Approved	1/12/2021	8/18/2025	More Than 1 Year
Jacksonville-Duval County Uninc.	8/18/2020	Approved	1/12/2021	8/18/2025	More Than 1 Year
Atlantic Beach	8/18/2020	Approved	8/10/2020	8/18/2025	More Than 1 Year
Baldwin	8/18/2020	Approved	8/11/2020	8/18/2025	More Than 1 Year
Jacksonville Beach	8/18/2020	Approved	1/19/2021	8/18/2025	More Than 1 Year
Neptune Beach	8/18/2020	Approved	9/8/2020	8/18/2025	More Than 1 Year
Escambia	10/20/2020	Approved	10/1/2020	10/20/2025	More Than 1 Year
Escambia County Uninc.	10/20/2020	Approved	10/1/2020	10/20/2025	More Than 1 Year
Escambia Coast Utilities Authority	10/20/2020	Approved	1/25/2022	10/20/2025	More Than 1 Year

County or Participating Jurisdiction	Plan Approval Date	Jurisdictional Status	Jurisdiction Approval Date	Plan Expiration Date	Plan Expiration Time Frame
Pensacola	10/20/2020	Approved	10/22/2020	10/20/2025	More Than 1 Year
Santa Rosa Island Authority	10/20/2020	Approved	10/14/2020	10/20/2025	More Than 1 Year
Escambia County School District	10/20/2020	Approved	1/27/2021	10/20/2025	More Than 1 Year
Century	10/20/2020	Approved	9/21/2020	10/20/2025	More Than 1 Year
Flagler	6/15/2021	Approved	3/16/2021	6/15/2026	More Than 1 Year
Flagler County Uninc.	6/15/2021	Approved	3/16/2021	6/15/2026	More Than 1 Year
Beverly Beach	6/15/2021	Approved	6/7/2021	6/15/2026	More Than 1 Year
Flagler Beach	6/15/2021	Approved	4/22/2021	6/15/2026	More Than 1 Year
Marineland	6/15/2021	Approved	4/15/2021	6/15/2026	More Than 1 Year
Palm Coast	6/15/2021	Approved	5/18/2021	6/15/2026	More Than 1 Year
Bunnell	6/15/2021	Approved	5/10/2021	6/15/2026	More Than 1 Year
Dunes Community Development District	6/15/2021	Approved	5/14/2021	6/15/2026	More Than 1 Year
East Flagler Mosquito Control District	6/15/2021	Approved	5/17/2021	6/15/2026	More Than 1 Year
Grand Haven Community Development District	6/15/2021	Approved	6/17/2021	6/15/2026	More Than 1 Year
Flagler County School Board	6/15/2021	Approved	7/20/2021	6/15/2026	More Than 1 Year
Franklin	2/17/2021	Approved	2/2/2021	2/17/2026	More Than 1 Year
Franklin County Uninc.	2/17/2021	Approved	2/2/2021	2/17/2026	More Than 1 Year
Apalachicola	2/17/2021	Approved	3/2/2021	2/17/2026	More Than 1 Year
Carrabelle	2/17/2021	Approved	2/4/2021	2/17/2026	More Than 1 Year
Gadsden	5/11/2017	Approved	3/21/2017	5/11/2022	1 Year or less
Gadsden County Uninc.	5/11/2017	Approved	3/21/2017	5/11/2022	1 Year or Less
Chattahoochee	5/11/2017	Approved	2/13/2017	5/11/2022	1 Year or Less
Greensboro	5/11/2017	Approved	1/9/2017	5/11/2022	1 Year or Less
Gretna	5/11/2017	Approved	11/1/2016	5/11/2022	1 Year or Less
Havana	5/11/2017	Approved	12/13/2016	5/11/2022	1 Year or Less
Midway	5/11/2017	Approved	1/5/2017	5/11/2022	1 Year or Less
Quincy	5/11/2017	Approved	3/14/2017	5/11/2022	1 Year or Less
Gilchrist	6/15/2021	Approved	6/7/2021	6/15/2026	More Than 1 Year
Gilchrist County Uninc.	6/15/2021	Approved	6/7/2021	6/15/2026	More Than 1 Year
Bell	6/15/2021	Approved	6/10/2021	6/15/2026	More Than 1 Year
Fanning Springs	6/15/2021	Approved	12/15/2021	6/15/2026	More Than 1 Year
Trenton	6/15/2021	Approved	6/14/2021	6/15/2026	More Than 1 Year
Glades	8/25/2021	Approved	7/6/2021	8/25/2026	More Than 1 Year
Glades County Uninc.	8/25/2021	Approved	7/6/2021	8/25/2026	More Than 1 Year
Moore Haven	8/25/2021	Approved	7/6/2021	8/25/2026	More Than 1 Year
Gulf	2/23/2021	Approved	1/26/2021	2/22/2026	More Than 1 Year
Gulf County Uninc.	2/23/2021	Approved	1/26/2021	2/22/2026	More Than 1 Year
Port St. Joe	2/23/2021	Approved	6/1/2021	2/22/2026	More Than 1 Year
Wewahitchka	2/23/2021	Approved	3/4/2021	2/22/2026	More Than 1 Year
Gulf Coast Electric Co-op	2/23/2021	Approved	4/5/2021	2/22/2026	More Than 1 Year
Hamilton	5/25/2021	Approved	5/10/2021	5/25/2026	More Than 1 Year
Hamilton County Uninc.	5/25/2021	Approved	5/10/2021	5/25/2026	More Than 1 Year
Jasper	5/25/2021	Approved Pending Adoption		5/25/2026	More Than 1 Year
Jennings	5/25/2021	Approved Pending Adoption		5/25/2026	More Than 1 Year
White Springs	5/25/2021	Approved Pending Adoption		5/25/2026	More Than 1 Year
Hardee	4/9/2020	Approved	12/5/2019	4/9/2025	More Than 1 Year
Hardee County Uninc.	4/9/2020	Approved	12/5/2019	4/9/2025	More Than 1 Year
Bowling Green	4/9/2020	Approved	2/11/2021	4/9/2025	More Than 1 Year

County or Participating Jurisdiction	Plan Approval Date	Jurisdictional Status	Jurisdiction Approval Date	Plan Expiration Date	Plan Expiration Time Frame
Wauchula	4/9/2020	Approved	2/10/2021	4/9/2025	More Than 1 Year
Zolfo Springs	4/9/2020	Approved	1/28/2021	4/9/2025	More Than 1 Year
Hendry	1/19/2021	Approved	12/8/2020	1/19/2026	More Than 1 Year
Hendry County Uninc.	1/19/2021	Approved	12/8/2020	1/19/2026	More Than 1 Year
Clewiston	1/19/2021	Approved	1/25/2021	1/19/2026	More Than 1 Year
LaBelle	1/19/2021	Approved	1/14/2021	1/19/2026	More Than 1 Year
Hernando	9/14/2020	Approved	7/14/2020	9/14/2025	More Than 1 Year
Hernando County Uninc.	9/14/2020	Approved	7/14/2020	9/14/2025	More Than 1 Year
Brooksville	9/14/2020	Approved	8/3/2020	9/14/2025	More Than 1 Year
Highlands	8/17/2020	Approved	7/21/2015	8/17/2025	More Than 1 Year
Highlands County Uninc.	8/17/2020	Approved	6/16/2020	8/17/2025	More Than 1 Year
Avon Park	8/17/2020	Approved	7/13/2020	8/17/2025	More Than 1 Year
Lake Placid	8/17/2020	Approved	7/8/2020	8/17/2025	More Than 1 Year
School Board of Highlands County	8/17/2020	Approved	9/8/2020	8/17/2025	More Than 1 Year
Sebring	8/17/2020	Approved	7/21/2020	8/17/2025	More Than 1 Year
Sebring Airport Authority	8/17/2020	Approved	8/20/2020	8/17/2025	More Than 1 Year
South Florida Community College	8/17/2020	Approved	7/22/2020	8/17/2025	More Than 1 Year
Springlake Improvement District	8/17/2020	Approved	7/8/2020	8/17/2025	More Than 1 Year
Sun 'N Lake Improvement District	8/17/2020	Approved	11/13/2020	8/17/2025	More Than 1 Year
Hillsborough	7/27/2020	Approved	7/15/2020	7/27/2025	More Than 1 Year
Hillsborough County Uninc.	7/27/2020	Approved	7/15/2020	7/27/2025	More Than 1 Year
Plant City	7/27/2020	Approved	7/27/2020	7/27/2025	More Than 1 Year
Tampa	7/27/2020	Approved	8/6/2020	7/27/2025	More Than 1 Year
Temple Terrace	7/27/2020	Approved	6/16/2020	7/27/2025	More Than 1 Year
Holmes	5/10/2021	Approved	5/4/2021	5/10/2026	More Than 1 Year
Holmes County Uninc.	5/10/2021	Approved	5/4/2021	5/10/2026	More Than 1 Year
Bonifay	5/10/2021	Approved	5/17/2021	5/10/2026	More Than 1 Year
Esto	5/10/2021	Approved	5/18/2021	5/10/2026	More Than 1 Year
Noma	5/10/2021	Approved	6/7/2021	5/10/2026	More Than 1 Year
Ponce De Leon	5/10/2021	Approved	5/13/2021	5/10/2026	More Than 1 Year
West Florida Electric Cooperative Association	5/10/2021	Approved	5/25/2021	5/10/2026	More Than 1 Year
Westville	5/10/2021	Approved	8/3/2021	5/10/2026	More Than 1 Year
Indian River	8/13/2020	Approved	3/3/2020	8/13/2025	More Than 1 Year
Indian River County Uninc.	8/13/2020	Approved	3/3/2020	8/13/2025	More Than 1 Year
Fellsmere	8/13/2020	Approved	5/21/2020	8/13/2025	More Than 1 Year
Indian River Shores	8/13/2020	Approved	3/21/2020	8/13/2025	More Than 1 Year
Orchid	8/13/2020	Approved	3/4/2020	8/13/2025	More Than 1 Year
Sebastian	8/13/2020	Approved	5/14/2020	8/13/2025	More Than 1 Year
Vero Beach	8/13/2020	Approved	4/7/2020	8/13/2025	More Than 1 Year
Jackson	3/16/2021	Approved	2/23/2021	3/15/2026	More Than 1 Year
Jackson County Uninc.	3/16/2021	Approved	2/23/2021	3/15/2026	More Than 1 Year
Alford	3/16/2021	Approved	3/1/2021	3/15/2026	More Than 1 Year
Bascom	3/16/2021	Approved	3/8/2021	3/15/2026	More Than 1 Year
Campbellton	3/16/2021	Approved	3/9/2021	3/15/2026	More Than 1 Year
Cottdondale	3/16/2021	Approved	3/8/2021	3/15/2026	More Than 1 Year
Graceville	3/16/2021	Approved	3/10/2021	3/15/2026	More Than 1 Year
Grand Ridge	3/16/2021	Approved	3/11/2021	3/15/2026	More Than 1 Year
Greenwood	3/16/2021	Approved	3/9/2021	3/15/2026	More Than 1 Year

County or Participating Jurisdiction	Plan Approval Date	Jurisdictional Status	Jurisdiction Approval Date	Plan Expiration Date	Plan Expiration Time Frame
Jacob	3/16/2021	Approved	5/3/2021	3/15/2026	More Than 1 Year
Malone	3/16/2021	Approved	3/10/2021	3/15/2026	More Than 1 Year
Marianna	3/16/2021	Approved	3/4/2021	3/15/2026	More Than 1 Year
Sneads	3/16/2021	Approved	3/9/2021	3/15/2026	More Than 1 Year
Chipola College	3/16/2021	Approved	3/9/2021	3/15/2026	More Than 1 Year
Jefferson	6/1/2021	Approved	5/20/2021	6/1/2026	More Than 1 Year
Jefferson County Uninc.	6/1/2021	Approved	5/20/2021	6/1/2026	More Than 1 Year
Monticello	6/1/2021	Approved	5/27/2021	6/1/2026	More Than 1 Year
Lafayette	12/7/2020	Approved	10/12/2020	12/7/2025	More Than 1 Year
Lafayette County Uninc.	12/7/2020	Approved	10/12/2020	12/7/2025	More Than 1 Year
Mayo	12/7/2020	Approved Pending Adoption		12/7/2025	More Than 1 Year
Lake	3/3/2021	Approved	2/9/2021	3/3/2026	More Than 1 Year
Lake County Uninc.	3/3/2021	Approved	2/9/2021	3/3/2026	More Than 1 Year
Astatula	3/3/2021	Approved	12/15/2021	3/3/2026	More Than 1 Year
Clermont	3/3/2021	Approved	11/22/2021	3/3/2026	More Than 1 Year
Eustis	3/3/2021	Approved	11/2/2021	3/3/2026	More Than 1 Year
Fruitland Park	3/3/2021	Approved	4/1/2021	3/3/2026	More Than 1 Year
Groveland	3/3/2021	Approved	11/2/2021	3/3/2026	More Than 1 Year
Howey-in-the-Hills	3/3/2021	Approved	11/2/2021	3/3/2026	More Than 1 Year
Lady Lake	3/3/2021	Approved	11/2/2021	3/3/2026	More Than 1 Year
Lake County School Board	3/3/2021	Approved Pending Adoption		3/3/2026	More Than 1 Year
Leesburg	3/3/2021	Approved	8/9/2021	3/3/2026	More Than 1 Year
Mascotte	3/3/2021	Approved Pending Adoption		3/3/2026	More Than 1 Year
Minneola	3/3/2021	Approved	11/22/2021	3/3/2026	More Than 1 Year
Montverde	3/3/2021	Approved Pending Adoption		3/3/2026	More Than 1 Year
Mount Dora	3/3/2021	Approved	12/21/2021	3/3/2026	More Than 1 Year
Tavares	3/3/2021	Approved	11/2/2021	3/3/2026	More Than 1 Year
Umatilla	3/3/2021	Approved	12/15/2021	3/3/2026	More Than 1 Year
Village Center Community Development District	3/3/2021	Approved Pending Adoption		3/3/2026	More Than 1 Year
Lee	6/21/2022	Approved	5/17/2022	6/21/2027	More Thans 1 Year
Lee County Uninc.	6/21/2022	Approved	5/17/2022	6/21/2027	More Than 1 Year
Bonita Springs	6/21/2022	Approved	4/20/2022	6/21/2027	More Than 1 Year
Cape Coral	6/21/2022	Approved Pending Adoption	6/5/2017	6/21/2027	More Than 1 Year
Fort Myers	6/21/2022	Approved	5/2/2022	6/21/2027	More Than 1 Year
Fort Myers Beach	6/21/2022	Approved	4/18/2022	6/21/2027	More Than 1 Year
Village of Estero	6/21/2022	Approved Pending Adoption	6/7/2017	6/21/2027	More Than 1 Year
Sanibel	6/21/2022	Approved	5/3/2022	6/21/2027	More Than 1 Year
Florida Gulf Coast University	6/21/2022	Approved	6/14/2022	6/21/2027	More Than 1 Year
Leon	5/21/2020	Approved	4/28/2020	5/21/2025	More Than 1 Year
Leon County Uninc.	5/21/2020	Approved	4/28/2020	5/21/2025	More Than 1 Year
Tallahassee	5/21/2020	Approved	4/22/2020	5/21/2025	More Than 1 Year
Talquin Electric Cooperative	5/21/2020	Approved	9/16/2020	5/21/2025	More Than 1 Year
Talquin Wate and Wastewater	5/21/2020	Approved	9/16/2020	5/21/2025	More Than 1 Year
Levy	9/17/2021	Approved	9/21/2021	9/17/2026	More Than 1 Year
Levy County Uninc.	9/17/2021	Approved	9/21/2021	9/17/2026	More Than 1 Year
Bronson	9/17/2021	Approved	9/13/2021	9/17/2026	More Than 1 Year
Cedar Key	9/17/2021	Approved	8/24/2021	9/17/2026	More Than 1 Year
Chiefland	9/17/2021	Approved	7/26/2021	9/17/2026	More Than 1 Year

County or Participating Jurisdiction	Plan Approval Date	Jurisdictional Status	Jurisdiction Approval Date	Plan Expiration Date	Plan Expiration Time Frame
Fanning Springs	9/17/2021	Approved	9/7/2021	9/17/2026	More Than 1 Year
Inglis	9/17/2021	Approved	8/3/2021	9/17/2026	More Than 1 Year
Otter Creek	9/17/2021	Approved	9/8/2021	9/17/2026	More Than 1 Year
Williston	9/17/2021	Approved	8/3/2021	9/17/2026	More Than 1 Year
Yankeetown	9/17/2021	Approved	8/2/2021	9/17/2026	More Than 1 Year
Liberty	7/23/2021	Approved	6/10/2021	7/23/2026	More Than 1 Year
Liberty County Uninc.	7/23/2021	Approved	6/10/2021	7/23/2026	More Than 1 Year
Bristol	7/23/2021	Approved	7/12/2021	7/23/2026	More Than 1 Year
Talquin Electric Coopertive	7/23/2021	Approved	6/23/2021	7/23/2026	More Than 1 Year
Talquin Waste and Wastewater	7/23/2021	Approved	6/23/2021	7/23/2026	More Than 1 Year
Madison	4/7/2021	Approved	2/24/2021	4/6/2026	More Than 1 Year
Madison County Uninc.	4/7/2021	Approved	2/24/2021	4/6/2026	More Than 1 Year
Madison	4/7/2021	Approved	4/13/2021	4/6/2026	More Than 1 Year
Greenville	4/7/2021	Approved	4/12/2021	4/6/2026	More Than 1 Year
Lee	4/7/2021	Approved	4/6/2021	4/6/2026	More Than 1 Year
Manatee	9/1/2020	Approved	6/16/2020	9/1/2025	More Than 1 Year
Manatee County Uninc.	9/1/2020	Approved	6/16/2020	9/1/2025	More Than 1 Year
Anna Maria	9/1/2020	Approved	7/16/2020	9/1/2025	More Than 1 Year
Bradenton	9/1/2020	Approved	7/22/2020	9/1/2025	More Than 1 Year
Bradenton Beach	9/1/2020	Approved	6/18/2020	9/1/2025	More Than 1 Year
Holmes Beach	9/1/2020	Approved	8/18/2020	9/1/2025	More Than 1 Year
Longboat Key	9/1/2020	Approved	6/30/2020	9/1/2025	More Than 1 Year
Palmetto	9/1/2020	Approved	7/20/2020	9/1/2025	More Than 1 Year
Marion	5/19/2021	Approved	5/4/2021	5/19/2026	More Than 1 Year
Marion County Uninc.	5/19/2021	Approved	5/4/2021	5/19/2026	More Than 1 Year
Bellevue	5/19/2021	Approved	6/21/2021	5/19/2026	More Than 1 Year
Dunnellon	5/19/2021	Approved	6/23/2021	5/19/2026	More Than 1 Year
McIntosh	5/19/2021	Approved	5/6/2021	5/19/2026	More Than 1 Year
Ocala	5/19/2021	Approved	5/4/2021	5/19/2026	More Than 1 Year
Reddick	5/19/2021	Approved	5/13/2021	5/19/2026	More Than 1 Year
Martin	12/9/2020	Approved	11/17/2020	12/9/2025	More Than 1 Year
Martin County Uninc.	12/9/2020	Approved	11/17/2020	12/9/2025	More Than 1 Year
Jupiter Island	12/9/2020	Approved	4/15/2021	12/9/2025	More Than 1 Year
Ocean Breeze Park	12/9/2020	Approved	11/4/2021	12/9/2025	More Than 1 Year
Sewall's Point	12/9/2020	Approved	2/12/2021	12/9/2025	More Than 1 Year
School Board of Martin County	12/9/2020	Approved	11/4/2021	12/9/2025	More Than 1 Year
Village of Indiantown	12/9/2020	Approved	2/11/2021	12/9/2025	More Than 1 Year
Stuart	12/9/2020	Approved	1/25/2021	12/9/2025	More Than 1 Year
Miami-Dade	9/15/2020	Approved	10/6/2020	9/15/2025	More Than 1 Year
Miami-Dade County Uninc.	9/15/2020	Approved	10/6/2020	9/15/2025	More Than 1 Year
Aventura	9/15/2020	Approved	9/8/2020	9/15/2025	More Than 1 Year
Bay Harbor Islands	9/15/2020	Approved	9/14/2020	9/15/2025	More Than 1 Year
Bal Harbor	9/15/2020	Approved	9/8/2020	9/15/2025	More Than 1 Year
Biscayne Park	9/15/2020	Approved	9/8/2020	9/15/2025	More Than 1 Year
Coral Gables	9/15/2020	Approved	9/8/2020	9/15/2025	More Than 1 Year
Cutler Bay	9/15/2020	Approved	9/16/2020	9/15/2025	More Than 1 Year
Doral	9/15/2020	Approved	9/9/2020	9/15/2025	More Than 1 Year
El Portal	9/15/2020	Approved	9/8/2020	9/15/2025	More Than 1 Year

County or Participating Jurisdiction	Plan Approval Date	Jurisdictional Status	Jurisdiction Approval Date	Plan Expiration Date	Plan Expiration Time Frame
Florida City	9/15/2020	Approved	9/8/2020	9/15/2025	More Than 1 Year
Golden Beach	9/15/2020	Approved	9/8/2020	9/15/2025	More Than 1 Year
Hialeah	9/15/2020	Approved	9/8/2020	9/15/2025	More Than 1 Year
Hialeah Gardens	9/15/2020	Approved	9/8/2020	9/15/2025	More Than 1 Year
Homestead	9/15/2020	Approved	9/8/2020	9/15/2025	More Than 1 Year
Indian Creek Village	9/15/2020	Approved	9/8/2020	9/15/2025	More Than 1 Year
Key Biscayne	9/15/2020	Approved	9/10/2020	9/15/2025	More Than 1 Year
Medley	9/15/2020	Approved	9/8/2020	9/15/2025	More Than 1 Year
Miami	9/15/2020	Approved	9/10/2020	9/15/2025	More Than 1 Year
Miami Beach	9/15/2020	Approved	9/8/2020	9/15/2025	More Than 1 Year
Miami Gardens	9/15/2020	Approved	9/8/2020	9/15/2025	More Than 1 Year
Miami Lakes	9/15/2020	Approved	9/15/2020	9/15/2025	More Than 1 Year
Miami Shores	9/15/2020	Approved	10/6/2020	9/15/2025	More Than 1 Year
Miami Springs	9/15/2020	Approved	9/14/2020	9/15/2025	More Than 1 Year
North Bay Village	9/15/2020	Approved	9/10/2020	9/15/2025	More Than 1 Year
North Miami	9/15/2020	Approved	9/8/2020	9/15/2025	More Than 1 Year
North Miami Beach	9/15/2020	Approved	10/20/2020	9/15/2025	More Than 1 Year
Opa-Locka	9/15/2020	Approved	10/14/2020	9/15/2025	More Than 1 Year
Palmetto Bay	9/15/2020	Approved	9/14/2020	9/15/2025	More Than 1 Year
Pinecrest	9/15/2020	Approved	9/8/2020	9/15/2025	More Than 1 Year
South Miami	9/15/2020	Approved	9/15/2020	9/15/2025	More Than 1 Year
Sunny Isles Beach	9/15/2020	Approved	9/17/2020	9/15/2025	More Than 1 Year
Surfside	9/15/2020	Approved	10/13/2020	9/15/2025	More Than 1 Year
Sweetwater	9/15/2020	Approved	9/21/2020	9/15/2025	More Than 1 Year
University of Miami	9/15/2020	Approved	4/21/2022	9/15/2025	More Than 1 Year
Virginia Gardens	9/15/2020	Approved	9/8/2020	9/15/2025	More Than 1 Year
West Miami	9/15/2020	Approved	9/2/2020	9/15/2025	More Than 1 Year
Monroe	1/19/2021	Approved	1/14/2021	1/19/2026	More Than 1 Year
Monroe County Uninc.	1/19/2021	Approved	1/20/2021	1/19/2026	More Than 1 Year
Key West	1/19/2021	Approved	3/2/2021	1/19/2026	More Than 1 Year
Layton	1/19/2021	Approved	1/14/2021	1/19/2026	More Than 1 Year
Key Colony Beach	1/19/2021	Approved	2/11/2021	1/19/2026	More Than 1 Year
Islamorada Islands	1/19/2021	Approved	2/4/2021	1/19/2026	More Than 1 Year
Marathon	1/19/2021	Approved	2/9/2021	1/19/2026	More Than 1 Year
College of the Florida Keys	1/20/2021	Approved	12/7/2021	1/20/2026	More Than 1 Year
Florida Keys Aqueduct Authority	1/19/2021	Approved	2/23/2021	1/19/2026	More Than 1 Year
Florida Keys Electric Cooperative	1/19/2021	Approved	1/25/2021	1/19/2026	More Than 1 Year
Key West Utility Board	1/19/2021	Approved	2/10/2021	1/19/2026	More Than 1 Year
Nassau	5/20/2021	Approved	5/17/2021	5/19/2026	More Than 1 Year
Nassau County Uninc.	5/20/2021	Approved	12/13/2022	5/19/2026	More Than 1 Year
Callahan	5/20/2021	Approved	5/17/2021	5/19/2026	More Than 1 Year
Fernandina Beach	5/20/2021	Approved	1/4/2022	5/19/2026	More Than 1 Year
Hillard	5/20/2021	Approved	5/20/2021	5/19/2026	More Than 1 Year
Okaloosa	11/22/2021	Approved	11/22/2021	11/22/2026	More Than 1 Year
Okaloosa County Uninc.	11/22/2021	Approved	11/22/2021	11/22/2026	More Than 1 Year
Cinco Bayou	11/22/2021	Approved	5/23/2022	11/22/2026	More Than 1 Year
Crestview	11/22/2021	Approved	5/23/2022	11/22/2026	More Than 1 Year
Destin	11/22/2021	Approved	1/13/2022	11/22/2026	More Than 1 Year

County or Participating Jurisdiction	Plan Approval Date	Jurisdictional Status	Jurisdiction Approval Date	Plan Expiration Date	Plan Expiration Time Frame
Fort Walton Beach	11/22/2021	Approved	1/11/2022	11/22/2026	More Than 1 Year
Laurel Hill	11/22/2021	Approved	1/6/2022	11/22/2026	More Than 1 Year
Mary Esther	11/22/2021	Approved	5/23/2022	11/22/2026	More Than 1 Year
Niceville	11/22/2021	Approved	4/13/2022	11/22/2026	More Than 1 Year
Shalimar	11/22/2021	Approved	4/13/2022	11/22/2026	More Than 1 Year
Valparaiso	11/22/2021	Approved	5/23/2022	11/22/2026	More Than 1 Year
Okeechobee	1/5/2022	Approved		1/5/2022	More Than 1 Year
Okeechobee County Uninc.	1/5/2022	Approved	1/5/2022	1/5/2022	More Than 1 Year
Okeechobee	1/5/2022	Approved	1/21/2022	1/5/2022	More Than 1 Year
Orange	3/2/2022	Approved	3/2/2022	3/2/2027	More Than 1 Year
Orange County Uninc.	3/2/2022	Approved	1/11/2022	3/2/2027	More Than 1 Year
Apopka	3/2/2022	Approved	2/2/2022	3/2/2027	More Than 1 Year
Belle Isle	3/2/2022	Approved	2/1/2022	3/2/2027	More Than 1 Year
Eatonville	3/2/2022	Approved Pending Adoption		3/2/2027	More Than 1 Year
Edgewood	3/2/2022	Approved	1/18/2022	3/2/2027	More Than 1 Year
Maitland	3/2/2022	Approved	12/13/2021	3/2/2027	More Than 1 Year
Oakland	3/2/2022	Approved	4/13/2022	3/2/2027	More Than 1 Year
Ocoee	3/2/2022	Approved Pending Adoption		3/2/2027	More Than 1 Year
Orlando	3/2/2022	Approved	5/18/2022	3/2/2027	More Than 1 Year
Ranger Drainage District	3/2/2022	Approved	1/12/2022	3/2/2027	More Than 1 Year
University of Central Florida	3/2/2022	Approved	11/29/2021	3/2/2027	More Than 1 Year
Windermere	3/2/2022	Approved	4/13/2022	3/2/2027	More Than 1 Year
Winter Garden	3/2/2022	Approved	3/21/2022	3/2/2027	More Than 1 Year
Winter Park	3/2/2022	Approved Pending Adoption		3/2/2027	More Than 1 Year
Osceola	3/15/2021	Approved	3/8/2021	3/14/2026	More Than 1 Year
Osceola County Uninc.	3/15/2021	Approved	3/8/2021	3/14/2026	More Than 1 Year
Kissimmee	3/15/2021	Approved	3/16/2021	3/14/2026	More Than 1 Year
St. Cloud	3/15/2021	Approved	6/10/2021	3/14/2026	More Than 1 Year
School District of Osceola County	3/15/2021	Approved	4/20/2021	3/14/2026	More Than 1 Year
Toho Water Authority	3/15/2021	Approved	10/13/2021	3/14/2026	More Than 1 Year
Kissimmee Utility Authority	3/15/2021	Approved	5/5/2021	3/14/2026	More Than 1 Year
Orlando Utilities Commission	3/15/2021	Approved Pending Adoption		3/14/2026	More Than 1 Year
Good Samaritan Society	3/15/2021	Approved	3/18/2021	3/14/2026	More Than 1 Year
Palm Beach	10/16/2019	Approved	11/19/2019	10/15/2024	More Than 1 Year
Palm Beach County Uninc.	10/16/2019	Approved	11/19/2019	10/15/2024	More Than 1 Year
Atlantis	10/16/2019	Approved	10/16/2019	10/15/2024	More Than 1 Year
Belle Glade	10/16/2019	Approved	12/16/2019	10/15/2024	More Than 1 Year
Boca Raton	10/16/2019	Approved	1/13/2020	10/15/2024	More Than 1 Year
Boynton Beach	10/16/2019	Approved	11/5/2019	10/15/2024	More Than 1 Year
Briny Breezes	10/16/2019	Approved	12/5/2019	10/15/2024	More Than 1 Year
Cloud Lake	10/16/2019	Approved	11/14/2019	10/15/2024	More Than 1 Year
Delray Beach	10/16/2019	Approved	11/19/2019	10/15/2024	More Than 1 Year
Glen Ridge	10/16/2019	Approved	10/2/2019	10/15/2024	More Than 1 Year
Golf	10/16/2019	Approved	9/16/2019	10/15/2024	More Than 1 Year
Greenacres	10/16/2019	Approved	11/4/2019	10/15/2024	More Than 1 Year
Gulf Stream	10/16/2019	Approved	11/8/2019	10/15/2024	More Than 1 Year
Haverhill	10/16/2019	Approved	12/12/2019	10/15/2024	More Than 1 Year
Highland Beach	10/16/2019	Approved	1/7/2020	10/15/2024	More Than 1 Year

County or Participating Jurisdiction	Plan Approval Date	Jurisdictional Status	Jurisdiction Approval Date	Plan Expiration Date	Plan Expiration Time Frame
Hypoluxo	10/16/2019	Approved	11/20/2019	10/15/2024	More Than 1 Year
Indian Trail Improvement District	10/16/2019	Approved	1/22/2020	10/15/2024	More Than 1 Year
Juno Beach	10/16/2019	Approved	10/23/2019	10/15/2024	More Than 1 Year
Jupiter	10/16/2019	Approved	12/3/2019	10/15/2024	More Than 1 Year
Jupiter Inlet Colony	10/16/2019	Approved	11/12/2019	10/15/2024	More Than 1 Year
Lake Clarke Shores	10/16/2019	Approved	11/12/2019	10/15/2024	More Than 1 Year
Lake Park	10/16/2019	Approved	10/2/2019	10/15/2024	More Than 1 Year
Lake Worth Beach	10/16/2019	Approved	12/3/2019	10/15/2024	More Than 1 Year
Lantana	10/16/2019	Approved	11/25/2019	10/15/2024	More Than 1 Year
Loxahatchee Groves	10/16/2019	Approved	12/3/2019	10/15/2024	More Than 1 Year
Manalapan	10/16/2019	Approved	10/22/2019	10/15/2024	More Than 1 Year
Mangonia Park	10/16/2019	Approved	12/17/2019	10/15/2024	More Than 1 Year
Northern Palm Beach Impr District	10/16/2019	Approved	10/23/2019	10/15/2024	More Than 1 Year
North Palm Beach	10/16/2019	Approved	12/12/2019	10/15/2024	More Than 1 Year
Ocean Ridge	10/16/2019	Approved	10/7/2019	10/15/2024	More Than 1 Year
Pahokee	10/16/2019	Approved	1/28/2020	10/15/2024	More Than 1 Year
Palm Beach Shores	10/16/2019	Approved	10/21/2019	10/15/2024	More Than 1 Year
Palm Beach (town)	10/16/2019	Approved	12/10/2019	10/15/2024	More Than 1 Year
Palm Beach Gardens	10/16/2019	Approved	12/5/2019	10/15/2024	More Than 1 Year
Palm Springs	10/16/2019	Approved	10/10/2019	10/15/2024	More Than 1 Year
Port of Palm Beach	10/16/2020	Approved	1/22/2020	10/15/2024	More Than 1 Year
Riviera Beach	10/16/2019	Approved	1/3/2020	10/15/2024	More Than 1 Year
Royal Palm Beach	10/16/2019	Approved	11/21/2019	10/15/2024	More Than 1 Year
Seacoast Utility Authority	10/16/2019	Approved	10/23/2019	10/15/2024	More Than 1 Year
South Bay	10/16/2019	Approved	10/15/2019	10/15/2024	More Than 1 Year
South Palm Beach	10/16/2019	Approved	10/8/2019	10/15/2024	More Than 1 Year
Tequesta	10/16/2019	Approved	11/14/2019	10/15/2024	More Than 1 Year
Wellington	10/16/2019	Approved	11/12/2019	10/15/2024	More Than 1 Year
Westlake	10/16/2019	Approved	2/10/2020	10/15/2024	More Than 1 Year
West Palm Beach	10/16/2019	Approved	12/16/2019	10/15/2024	More Than 1 Year
Pasco	8/27/2019	Approved	6/4/2019	8/27/2024	More Than 1 Year
Pasco County Uninc.	8/27/2019	Approved	6/4/2019	8/27/2024	More Than 1 Year
Dade City	8/27/2019	Approved	8/13/2019	8/27/2024	More Than 1 Year
New Port Richey	8/27/2019	Approved	6/18/2019	8/27/2024	More Than 1 Year
Port Richey	8/27/2019	Approved	7/9/2019	8/27/2024	More Than 1 Year
San Antonio	8/27/2019	Approved	8/20/2019	8/27/2024	More Than 1 Year
St. Leo	8/27/2019	Approved	6/10/2019	8/27/2024	More Than 1 Year
Zephyrhills	8/27/2019	Approved	6/24/2019	8/27/2024	More Than 1 Year
Pinellas	5/5/2020	Approved	4/21/2020	5/5/2025	More Than 1 Year
Pinellas County Uninc.	5/5/2020	Approved	4/21/2020	5/5/2025	More Than 1 Year
Belleair	5/5/2020	Approved	4/7/2020	5/5/2025	More Than 1 Year
Belleair Beach	5/5/2020	Approved	4/27/2020	5/5/2025	More Than 1 Year
Belleair Bluffs	5/5/2020	Approved	6/15/2020	5/5/2025	More Than 1 Year
Clearwater	5/5/2020	Approved	5/7/2020	5/5/2025	More Than 1 Year
Dunedin	5/5/2020	Approved	6/18/2020	5/5/2025	More Than 1 Year
Gulfport	5/5/2020	Approved	4/21/2020	5/5/2025	More Than 1 Year
Indian Rocks Beach	5/5/2020	Approved	6/9/2020	5/5/2025	More Than 1 Year
Indian Shores	5/5/2020	Approved	6/9/2020	5/5/2025	More Than 1 Year

County or Participating Jurisdiction	Plan Approval Date	Jurisdictional Status	Jurisdiction Approval Date	Plan Expiration Date	Plan Expiration Time Frame
Kenneth City	5/5/2020	Approved	11/18/2020	5/5/2025	More Than 1 Year
Largo	5/5/2020	Approved	4/21/2020	5/5/2025	More Than 1 Year
Madeira Beach	5/5/2020	Approved	6/30/2020	5/5/2025	More Than 1 Year
North Redington Beach	5/5/2020	Approved	5/14/2020	5/5/2025	More Than 1 Year
Oldsmar	5/5/2020	Approved	9/3/2020	5/5/2025	More Than 1 Year
Pinellas Park	5/5/2020	Approved	6/25/2020	5/5/2025	More Than 1 Year
Redington Beach	5/5/2020	Approved	5/6/2020	5/5/2025	More Than 1 Year
Redington Shores	5/5/2020	Approved	5/13/2020	5/5/2025	More Than 1 Year
Safety Harbor	5/5/2020	Approved	7/20/2020	5/5/2025	More Than 1 Year
Seminole	5/5/2020	Approved	5/12/2020	5/5/2025	More Than 1 Year
South Pasadena	5/5/2020	Approved	4/14/2020	5/5/2025	More Than 1 Year
St. Petersburg	5/5/2020	Approved	5/7/2020	5/5/2025	More Than 1 Year
St. Pete Beach	5/5/2020	Approved	6/23/2020	5/5/2025	More Than 1 Year
Suncoast Fire Rescue	5/5/2020	Approved	8/18/2020	5/5/2025	More Than 1 Year
Tarpon Springs	5/5/2020	Approved	8/4/2020	5/5/2025	More Than 1 Year
Treasure Island	5/5/2020	Approved	6/2/2020	5/5/2025	More Than 1 Year
Polk	9/1/2020	Approved	8/4/2020	9/1/2025	More Than 1 Year
Polk County Uninc.	9/1/2020	Approved	8/4/2020	9/1/2025	More Than 1 Year
Auburndale	9/1/2020	Approved	8/17/2020	9/1/2025	More Than 1 Year
Bartow	9/1/2020	Approved	5/3/2021	9/1/2025	More Than 1 Year
Davenport	9/1/2020	Approved	9/10/2020	9/1/2025	More Than 1 Year
Dundee	9/1/2020	Approved	9/15/2020	9/1/2025	More Than 1 Year
Eagle Lake	9/1/2020	Approved	9/9/2020	9/1/2025	More Than 1 Year
Fort Meade	9/1/2020	Approved	10/27/2020	9/1/2025	More Than 1 Year
Frostproof	9/1/2020	Approved	8/17/2020	9/1/2025	More Than 1 Year
Haines City	9/1/2020	Approved	10/1/2020	9/1/2025	More Than 1 Year
Highland Park	9/1/2020	Approved	5/23/2021	9/1/2025	More Than 1 Year
Hillcrest Heights	9/1/2020	Approved	11/9/2020	9/1/2025	More Than 1 Year
Lakeland	9/1/2020	Approved	4/19/2021	9/1/2025	More Than 1 Year
Lake Alfred	9/1/2020	Approved	10/5/2020	9/1/2025	More Than 1 Year
Lake Hamilton	9/1/2020	Approved	9/15/2020	9/1/2025	More Than 1 Year
Lake Wales	9/1/2020	Approved	8/18/2020	9/1/2025	More Than 1 Year
Mulberry	9/1/2020	Approved	5/4/2021	9/1/2025	More Than 1 Year
Polk City	9/1/2020	Approved	8/17/2020	9/1/2025	More Than 1 Year
School Board of Polk County	9/1/2020	Approved	8/25/2020	9/1/2025	More Than 1 Year
Winter Haven	9/1/2020	Approved	10/26/2020	9/1/2025	More Than 1 Year
Golden Lakes Community Dev District	9/1/2020	Approved	3/2/2021	9/1/2025	More Than 1 Year
Putnam	12/2/2020	Approved	11/24/2020	12/2/2025	More Than 1 Year
Putnam County Uninc.	12/2/2020	Approved	11/24/2020	12/2/2025	More Than 1 Year
Crescent City	12/2/2020	Approved	12/10/2020	12/2/2025	More Than 1 Year
Interlachen	12/2/2020	Approved	1/12/2021	12/2/2025	More Than 1 Year
Palatka	12/2/2020	Approved	1/14/2021	12/2/2025	More Than 1 Year
Pomona Park	12/2/2020	Approved	1/12/2021	12/2/2025	More Than 1 Year
Welaka	12/2/2020	Approved	11/2/2021	12/2/2025	More Than 1 Year
Santa Rosa	6/9/2021	Approved	6/7/2021	6/9/2026	More Than 1 Year
Santa Rosa County Uninc.	6/9/2021	Approved	6/8/2021	6/9/2026	More Than 1 Year
Gulf Breeze	6/9/2021	Approved	6/7/2021	6/9/2026	More Than 1 Year
Jay	6/9/2021	Approved	6/7/2021	6/9/2026	More Than 1 Year

County or Participating Jurisdiction	Plan Approval Date	Jurisdictional Status	Jurisdiction Approval Date	Plan Expiration Date	Plan Expiration Time Frame
Milton	6/9/2021	Approved	6/15/2021	6/9/2026	More Than 1 Year
Sarasota	2/23/2021	Approved	2/9/2021	2/23/2026	More Than 1 Year
Sarasota County Uninc.	2/23/2021	Approved	2/9/2021	2/23/2026	More Than 1 Year
Longboat Key	2/23/2021	Approved	3/1/2021	2/23/2026	More Than 1 Year
North Port	2/23/2021	Approved	3/2/2021	2/23/2026	More Than 1 Year
Sarasota	2/23/2021	Approved	1/21/2021	2/23/2026	More Than 1 Year
Venice	2/23/2021	Approved	3/23/2021	2/23/2026	More Than 1 Year
Sarasota Memorial Hospital	2/23/2021	Approved	4/19/2021	2/23/2026	More Than 1 Year
Sarasota County School District	2/23/2021	Approved	6/15/2021	2/23/2026	More Than 1 Year
Seminole	5/5/2020	Approved	2/25/2020	5/5/2025	More Than 1 Year
Seminole County Uninc.	5/5/2020	Approved	2/25/2020	5/5/2025	More Than 1 Year
Altamonte Springs	5/5/2020	Approved	5/19/2020	5/5/2025	More Than 1 Year
Casselberry	5/5/2020	Approved	3/23/2020	5/5/2025	More Than 1 Year
Lake Mary	5/5/2020	Approved	7/2/2020	5/5/2025	More Than 1 Year
Longwood	5/5/2020	Approved	4/6/2020	5/5/2025	More Than 1 Year
Oviedo	5/5/2020	Approved	4/6/2020	5/5/2025	More Than 1 Year
Sanford	5/5/2020	Approved	2/25/2020	5/5/2025	More Than 1 Year
Winter Springs	5/5/2020	Approved	6/8/2020	5/5/2025	More Than 1 Year
St. Johns	6/1/2020	Approved	5/19/2020	6/1/2025	More Than 1 Year
St. Johns County Uninc.	6/1/2020	Approved	5/19/2020	6/1/2025	More Than 1 Year
St. Augustine	6/1/2020	Approved	5/11/2020	6/1/2025	More Than 1 Year
St. Augustine Beach	6/1/2020	Approved	5/4/2020	6/1/2025	More Than 1 Year
St. Lucie	9/14/2021	Approved	9/7/2021	9/14/2026	More Than 1 Year
St. Lucie County Uninc.	9/14/2021	Approved	9/7/2021	9/14/2026	More Than 1 Year
Port St. Lucie	9/14/2021	Approved	9/27/2021	9/14/2026	More Than 1 Year
Fort Pierce	9/14/2021	Approved	11/15/2021	9/14/2026	More Than 1 Year
St. Lucie Village	9/14/2021	Approved	11/2/2021	9/14/2026	More Than 1 Year
Fort Pierce Utilities Authority	9/14/2021	Approved	9/7/2021	9/14/2026	More Than 1 Year
Fort Pierce Farms Water Control District	9/14/2021	Approved	11/22/2021	9/14/2026	More Than 1 Year
North St. Lucie River Water Control District	9/14/2021	Approved	11/22/2021	9/14/2026	More Than 1 Year
Sumter	11/22/2021	Approved	11/22/2021	11/22/2026	More Than 1 Year
Sumter County Uninc.	11/22/2021	Approved	11/22/2021	11/22/2026	More Than 1 Year
Bushnell	11/22/2021	Approved	1/7/2022	11/22/2026	More Than 1 Year
Center Hill	11/22/2021	Approved	12/7/2021	11/22/2026	More Than 1 Year
Coleman	11/22/2021	Approved	2/14/2022	11/22/2026	More Than 1 Year
Sumter County Board of Education	11/22/2021	Approved	2/15/2022	11/22/2026	More Than 1 Year
Webster	11/22/2021	Approved	10/20/2022	11/22/2026	More Than 1 Year
Villages Community Development District	11/22/2021	Approved	11/9/2021	11/22/2026	More Than 1 Year
Wildwood	11/22/2021	Approved	1/7/2022	11/22/2026	More Than 1 Year
Suwannee	1/21/2021	Approved	12/15/2020	1/21/2026	More Than 1 Year
Suwannee County Uninc.	1/21/2021	Approved	12/15/2020	1/21/2026	More Than 1 Year
Branford	1/21/2021	Approved	1/19/2021	1/21/2026	More Than 1 Year
Live Oak	1/21/2021	Approved	1/12/2021	1/21/2026	More Than 1 Year
Taylor	1/21/2021	Approved	1/19/2021	1/21/2026	More Than 1 Year
Taylor County Uninc.	1/21/2021	Approved	1/19/2021	1/21/2026	More Than 1 Year
Perry	1/21/2021	Approved	1/12/2021	1/21/2026	More Than 1 Year
Taylor County School District	1/21/2021	Approved	1/19/2021	1/21/2026	More Than 1 Year
Union	4/15/2021	Approved	1/19/2021	4/15/2026	More Than 1 Year

County or Participating Jurisdiction	Plan Approval Date	Jurisdictional Status	Jurisdiction Approval Date	Plan Expiration Date	Plan Expiration Time Frame
Union County Uninc.	4/15/2021	Approved	1/19/2021	4/15/2026	More Than 1 Year
Lake Butler	4/15/2021	Approved	1/7/2022	4/15/2026	More Than 1 Year
Raiford	4/15/2021	Approved	3/9/2021	4/15/2026	More Than 1 Year
Worthington Springs	4/15/2021	Approved	4/6/2021	4/15/2026	More Than 1 Year
Volusia	7/30/2020	Approved	5/19/2020	7/30/2025	More Than 1 Year
Volusia County Uninc.	7/30/2020	Approved	5/19/2020	7/30/2025	More Than 1 Year
Daytona Beach	7/30/2020	Approved	8/5/2020	7/30/2025	More Than 1 Year
Daytona Beach Shores	7/30/2020	Approved	5/26/2020	7/30/2025	More Than 1 Year
DeBary	7/30/2020	Approved	7/1/2020	7/30/2025	More Than 1 Year
DeLand	7/30/2020	Approved	5/4/2020	7/30/2025	More Than 1 Year
Deltona	7/30/2020	Approved	7/20/2020	7/30/2025	More Than 1 Year
Edgewater	7/30/2020	Approved	7/6/2020	7/30/2025	More Than 1 Year
Holly Hill	7/30/2020	Approved	5/12/2020	7/30/2025	More Than 1 Year
Lake Helen	7/30/2020	Approved	6/11/2020	7/30/2025	More Than 1 Year
New Smyrna Beach	7/30/2020	Approved	5/5/2020	7/30/2025	More Than 1 Year
Oak Hill	7/30/2020	Approved	6/22/2020	7/30/2025	More Than 1 Year
Orange City	7/30/2020	Approved	6/9/2020	7/30/2025	More Than 1 Year
Ormond Beach	7/30/2020	Approved	5/12/2020	7/30/2025	More Than 1 Year
Pierson	7/30/2020	Approved	5/26/2020	7/30/2025	More Than 1 Year
Ponce Inlet	7/30/2020	Approved	5/21/2020	7/30/2025	More Than 1 Year
Port Orange	7/30/2020	Approved	6/16/2020	7/30/2025	More Than 1 Year
South Daytona	7/30/2020	Approved	7/28/2020	7/30/2025	More Than 1 Year
Volusia County School Board	7/30/2020	Approved	6/23/2020	7/30/2025	More Than 1 Year
Wakulla	5/4/2021	Approved	3/8/2021	5/4/2026	More Than 1 Year
Wakulla County Uninc.	5/4/2021	Approved	4/5/2021	5/4/2026	More Than 1 Year
Sopchoppy	5/4/2021	Approved	3/8/2021	5/4/2021	More Than 1 Year
St. Marks	5/4/2021	Approved	3/11/2021	5/4/2021	More Than 1 Year
Talquin Electric Coopertive	5/4/2021	Approved	3/15/2021	5/4/2021	More Than 1 Year
Walton	8/3/2020	Approved	7/28/2020	8/3/2025	More Than 1 Year
Walton County Uninc.	8/3/2020	Approved	7/28/2020	8/3/2025	More Than 1 Year
DeFuniak Springs	8/3/2020	Approved	8/24/2020	8/3/2025	More Than 1 Year
Freeport	8/3/2020	Approved	8/27/2020	8/3/2025	More Than 1 Year
Paxton	8/3/2020	Approved	8/25/2020	8/3/2025	More Than 1 Year
Walton School Board	8/3/2020	Approved	9/15/2020	8/3/2025	More Than 1 Year
Washington	9/27/2021	Approved	9/16/2021	9/27/2026	More Than 1 Year
Washington County Uninc.	9/27/2021	Approved	9/16/2021	9/27/2026	More Than 1 Year
Chipley	9/27/2021	Approved	9/20/2021	9/27/2026	More Than 1 Year
Caryville	9/27/2021	Approved	10/12/2021	9/27/2026	More Than 1 Year
Ebro	9/27/2021	Approved	10/14/2021	9/27/2026	More Than 1 Year
Vernon	9/27/2021	Approved	10/18/2021	9/27/2026	More Than 1 Year
Wausau	9/27/2021	Approved	10/4/2021	9/27/2026	More Than 1 Year

APPENDIX G: FEMA Policy # 104-11-1
HMGP Management Costs (Interim)



Hazard Mitigation Grant Program Management Costs (Interim)

FEMA Policy # 104-11-1

BACKGROUND

Section 324 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (Stafford Act) authorizes the Federal Emergency Management Agency (FEMA) to provide funding under the Hazard Mitigation Grant Program (HMGP) for management costs incurred in the administration of HMGP. The Disaster Recovery Reform Act (DRRA) amends Section 324 of the Stafford Act and requires FEMA to provide HMGP funding for management costs at the following percentage rates: “A grantee [recipient] under section 404 may be reimbursed not more than 15 percent of the total amount of the grant award under such section of which not more than 10 percent may be used by the grantee and 5 percent by the subgrantee [subrecipient] for such costs.”

Because of the amendment to Section 324, Title 44 Code of Federal Regulations (CFR) Part 207 is no longer effective. This policy implements the new amendment to Section 324 and thereby supersedes existing regulations and policies related to management costs, including the Hazard Mitigation Assistance Guidance, as applicable, and applies to all major disasters declared on or after August 1, 2017.

PURPOSE

The purpose of this interim policy is to define the initial framework and requirements to ensure appropriate and consistent implementation of Stafford Act Section 324 Management Costs, as amended by DRRA.

PRINCIPLES

- A. Implement the authorities provided under Stafford Act Section 324 to provide management costs.
- B. Provide incentives through the provision of management cost funding to encourage recipients and subrecipients to practice efficient grants management and complete HMGP activities in a timely manner.

REQUIREMENTS

A. MANAGEMENT COSTS DEFINITION AND RATES

Outcome: Provide funding under HMGP to both recipients and subrecipients for management costs up to a percentage of a total award amount.

1. Section 324(a) of the DRRA defines management costs as any indirect cost, any direct administrative cost, and any other administrative expense associated with a specific



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project under a major disaster, emergency or disaster preparedness or mitigation activity or measure.

- a. This change in definition does not change the list of eligible management cost activities identified in Hazard Mitigation Assistance (HMA) Guidance (2015).
2. Section 324(b) of the DRRRA establishes management cost rates under HMGP, as follows: recipients will be reimbursed not more than 15 percent of the total amount of HMGP award of which not more than 10 percent may be used by the recipient and 5 percent by the subrecipient.
 - a. If a state and tribal government both receive a presidential declaration for the same incident within the same state, then both are recipients. As such, both are eligible to receive recipient management cost contributions up to 10 percent.

B. PROGRAM REQUIREMENTS AND PROCEDURES

Outcome: Ensure recipients have processes for providing, managing and reporting recipient and subrecipient management costs.

1. FEMA will provide 100 percent Federal funding for management costs based on actual costs incurred up to the rates established above.
2. FEMA will provide all management cost funding to the recipient. The recipient must provide the subrecipient management cost funding for documented actual costs, up to 5 percent of the total amount of the HMGP award.
3. All costs must be reasonable, allowable, allocable, and necessary as required by 2 CFR Part 200 Subpart E, applicable program regulations, and HMA Guidance (2015).
4. FEMA will be providing additional policy on documenting and evaluating reasonableness as it specifically relates to management costs.
5. Management cost awards must meet the uniform administrative requirements for a federal award found in 2 CFR Part 200, in particular, records retention, closeout and audit.
6. Recipients' Administrative Plans must include procedures for monitoring and reporting on subrecipient management costs before receiving funding for management costs under this policy.
7. Recipients who already have an approved Administrative Plan must update their plans to include subrecipient management cost monitoring and reporting procedures and submit to FEMA for approval before receiving an increase in management costs.



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C. ESTIMATING FUNDING TO MAKE AVAILABLE FOR MANAGEMENT COSTS

Outcome: Provide management costs to recipients prior to establishment of total HMGP award amount.

1. FEMA will establish the amount of funds that it will initially make available for management costs based on the following point-in-time HMGP funding projections:
 - a. FEMA will provide a preliminary management cost estimate 30 days after the date of the major disaster declaration (or soon thereafter).
 - b. FEMA will revise the estimated amount at 6 months after the date of the major disaster declaration.
 - c. FEMA will determine the total management cost estimate 12 months after the date of the major disaster declaration, or after determination of the total HMGP award, whichever is later.
2. Upon receipt of the initial 30-day management costs estimate, FEMA will make the following amounts available for application and award:
 - a. For recipients with Enhanced Mitigation Plan and Program Administration by States (PAS) designations, recipients may apply to FEMA for 35 percent of the estimated amount(s).
 - b. For other recipients, recipients may apply to FEMA for 25 percent of the estimated amount(s).
3. If the 6-month management costs increase beyond the 30-day estimate, and if the recipient can justify a need for additional management costs, the recipient may apply for available funding. The following amounts will be available:
 - a. For recipients with Enhanced Mitigation Plan and Program Administration by States designations, recipients may apply for 75 percent of the available or remaining recipient management costs.
 - b. For other recipients, recipients may apply for 50 percent of the available or remaining recipient management costs.
4. Recipients may apply to FEMA for an adjustment in available funding based on the 30-day or 6-month estimates. This option is intended for recipients that:
 - a. Do not have sufficient capacity because of lack of funding, staffing or other necessary expertise to satisfy HMGP requirements; or



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- b. Have experienced significant disruption from a declared disaster or other event that impacts its ability to complete HMGP activities.
5. Recipients must apply to FEMA for adjustment funding, provide justification that they need an exception, and complete one of the following:
 - a. Provide a management plan that outlines how they will build state or tribal workforce proficiency and experience in grants management, mitigation planning or application review. This option is only available to recipients FEMA has determined the degree of risk requires special conditions to be attached to the award per 2 CFR 200.205; or
 - b. Enter into a Program Administration by States agreement if they meet program requirements.
6. At 12 months after the declaration, the recipient is eligible to apply for the total management cost award subject to certain withholdings set forth in Section D of this policy. From the 12-month mark forward, the recipient and subrecipients will only be reimbursed for actual management costs.
7. To apply for available management cost assistance, the recipient must apply to FEMA and meet the application and submission requirements found in HMA Guidance (2015). FEMA will not award any management costs unless the application is approved.
8. Subrecipient management cost awards will be available to the recipient at the time of award based on the total non-management cost HMGP project amount.
9. For major disaster declarations made on or after August 1, 2017, and prior to October 5, 2018, recipients and subrecipients may apply for actual expenses of management cost activities in instances where previous rates did not cover allowable costs incurred based on the lower rates but not up to more than 10 percent of the total award for recipients, or up to more than 5 percent for subrecipients.
 - a. FEMA will use the pre-award process in HMA Guidance (2015) to review and approve such applications.
 - b. This applies to awards and subawards covered under this policy that have been closed out or are still open under major disaster declarations prior to the issuance of this policy.

D. MONITORING AND CLOSEOUT FOR MANAGEMENT COSTS

Outcome: Ensure management costs are closed out in a timely manner.

1. All management costs provided above will be obligated in increments sufficient to cover recipient and subrecipient needs for no more than one year unless contractual agreements require additional funding.



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2. The recipient will reconcile subrecipient management costs against actual costs of the total award on a quarterly basis.
3. FEMA will reconcile management cost funding against actual costs on a quarterly basis.
4. To ensure management costs are closed out in a timely manner FEMA will withhold a percentage of the recipient management costs award excluding subrecipient management costs.
 - a. For recipients with Enhanced Mitigation Plan and Program Administration by States designations, FEMA will withhold 2 percent of the recipient management costs award.
 - b. For other recipients, FEMA will withhold 3 percent of the recipient management costs.
 - c. FEMA will provide the withheld funding after the recipient closes the last non-management cost HMGP project.
5. The subrecipient can claim management costs incurred up to whichever of the following occurs first:
 - a. 180 days after work is completed for the non-management cost HMGP project for the declaration; or
 - b. 180 days after the latest performance period for the non-management cost HMGP project; or
 - c. The recipient management cost award has been closed out.
6. The recipient can claim management costs incurred up to whichever of the following occurs first:
 - a. 180 days after work is completed on the last non-management cost HMGP project for the declaration; or
 - b. 180 days after the latest performance period of the last non-management cost HMGP project for the declaration; or
 - c. Eight years from the date of a major disaster declaration.
7. The period of availability may be extended only at the justified, written request of the recipient, with the recommendation of the Regional Administrator and with the approval of the Chief Financial Officer.



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8. To promote fiscal responsibility and better grants management of large scale disasters FEMA will require additional controls to ensure funds are spent in accordance with HMA Guidance (2015) and federal regulations by incrementally funding activities.
 - a. For management cost awards over \$6 million (including both recipient and subrecipient shares), FEMA will develop an agreement with the recipient that outlines the release of funding. The agreement will define recipient responsibilities and the process for reviewing funding on an incremental basis.

A handwritten signature in blue ink, appearing to read "David I. Maurstad".

David I. Maurstad
Deputy Associate Administrator for Insurance
and Mitigation

11/14/2018

Date



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ADDITIONAL INFORMATION

REVIEW CYCLE

This is an interim policy. It may be followed by additional implementation guidance. FEMA will evaluate this interim policy as it is implemented and will incorporate management costs into the next version of the Hazard Mitigation Assistance Guidance (2015).

AUTHORITIES

- A. Section 324 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5165b), as amended.

QUESTIONS

Direct questions to HMA Grants Policy Branch at fema-hma-grants-policy@fema.dhs.gov.

APPENDIX H: Operational Agreement- 4673
Program Administration by State
Operational Agreement
FEMA-4673-DR-FL

**HAZARD MITIGATION GRANT PROGRAM
PROGRAM ADMINISTRATION BY STATES (PAS) PILOT**

**OPERATIONAL AGREEMENT FOR DISASTER # FEMA-4673-DR
(HURRICANE IAN)**

A. PURPOSE AND INTENT

The purpose of this Operational Agreement (Agreement) between the Federal Emergency Management Agency (FEMA) and the Florida Division of Emergency Management (FDEM) is to implement the Pilot Program Administration by States (PAS) under the Hazard Mitigation Grant Program (HMGP) authorized in the Stafford Act, Section 404(c) (42 U.S.C. § 5170c), as amended by the Sandy Recovery Improvement Act of 2013 (P.L. 113-2). This document defines the roles and responsibilities, procedures, and processes in effect under this Agreement. The Agreement, as an addendum to the FEMA/State Agreement, will assist FEMA and participating Recipients in evaluating the Program Administration by States (PAS) pilot by designating the State of Florida as a pilot PAS State (referred to below as the “Recipient”) for implementation of the delegations noted in this document for disaster declaration FEMA-4673-DR-FL.

B. DELEGATED ACTIVITIES

Under this Agreement, FDEM will:

Activities Delegated to Recipient
1. Review and approve HMGP subapplicant application and amendment requests by using expedited application approval process and project summaries for FEMA’s use in obligating funds. a. Project Applications (all project types except as noted in item #6 below) b. Planning Applications
2. Approve funding of pre-award planning and project costs incurred by subrecipients.
3. Review and approve cost benefit analyses submitted by subapplicants without FEMA review. Recipient prepares own cost benefit analyses without FEMA review.
4. Approve application time limit extensions for sub-applications with no impact to the grant period of performance. The Recipient will document these changes in quarterly report and electronic data systems.
5. Approve post-award scope of work modifications with no change to the project activity and no resulting need for additional federal funds without FEMA approval.
6. Administer HMGP for specific project types (i.e., property acquisition and structure demolition, wildfire mitigation, safe rooms, structural elevation, or other eligible hazard mitigation project types) submitted by the subapplicant. The Recipient reserves the right to exclude any particular project or type of project from the scope of this delegation at its discretion and will submit any such project to FEMA for FEMA to administer.
7. Without prior approval from FEMA, approve post-award budget revisions using funds available as a result of cost underruns from other approved sub-awards. These funds can be moved to approved sub-awards with cost overruns. Funds will only be used within the same HMGP award.
8. Determine the eligible amount of reimbursement for each subrecipient claim and process payment without approval from FEMA.
9. Approve Local Mitigation Plans. FEMA will continue to send final approval letters to local and tribal communities.

Recipient Approval of Local Mitigation Plans

This Agreement will cover local mitigation plans submitted to Florida after this Agreement is executed and until forty-five (45) days before this Agreement is terminated. This includes all plans funded with Hazard Mitigation Assistance funds, including College and University plans and Local Mitigation Strategies (LMS). This also includes Local Mitigation Strategies prepared without Hazard Mitigation Assistance.

C. FEMA AUTHORITY

FEMA will retain obligation authority, the final approval of environmental and historic preservation (EHP) reviews and will assist the Recipient to the extent that such assistance is necessary and is specifically requested by the Recipient. The PAS Pilot should be cost effective, maintain a high level of customer service, and provide consistency within the Recipient's implementation of the HMGP operation. In designating the Recipient as a PAS State, both FEMA and the Recipient agree to adhere to the provisions outlined in this Agreement, as well as the *Addendum to the Hazard Mitigation Assistance Unified Guidance Program Administration by States Pilot, Hazard Mitigation Grant Program*, dated October 2017 (hereinafter "PAS Pilot Guidance"). If any provisions in this Agreement conflict with the aforementioned Addendum, the latter shall control.

FEMA will continue to review and approve Tribal Mitigation Plans including Tribal Plans that are part of multiple jurisdictional plans with local jurisdictions, if applicable.

FEMA will continue to send final approval letters for local mitigation plans to the Recipient.

D. APPLICABILITY

- A. **SCOPE**. This Agreement applies to the administration of the HMGP program under FEMA-4673-DR-FL and is effective upon date of signature by both parties. The Recipient may apply the procedures in this Agreement to any eligible project under this disaster declaration not yet submitted to FEMA.
- B. **CONTROLLING AUTHORITIES**. Under this Agreement, all applicable laws, Executive Orders, regulations, Office of Management and Budget (OMB) Circulars and FEMA policies and guidance remain in effect. This Agreement will be modified to accommodate any changes to applicable law or FEMA regulation published after the Agreement's effective date.
- C. **AMENDMENT REQUESTS**. The Recipient or FEMA may request amendments to the Agreement at any time. Both parties must agree to and sign amendments to the Agreement.

E. STATEMENT OF WORK

The Recipient and FEMA shall perform the work required in **Attachment 1** (the Work) to this Agreement.

F. KEY PERSONNEL and LEVEL of EFFORT

The Recipient shall assign sufficient staff as Key Personnel for this Work as reflected in **Attachment 3: FDEM Organizational Chart**. This document is further supported by the Recipient's staffing plan which serves as a report to FEMA on the Mitigation Bureau's expected staffing needs for the next fiscal year.

The Recipient's performance under this Agreement shall be under the direction of the positions identified in Attachment 3 that are considered essential to the Work. The full-time equivalent (FTE) level of effort, at a minimum, as specified in the Work shall be devoted by the Recipient. Any staff changes or revisions to level

of effort for HMGP administration will be reflected in the staffing plan submitted to FEMA. Substitutions or substantial reductions in level of effort will only be for compelling reasons and may affect the delegations provided by FEMA (i.e., work completed, close- out of grants). The Recipient shall notify FEMA of any pending changes and their plans to maintain the same level of effort.

G. RECIPIENT PROGRESS REPORTS

The Recipient shall furnish FEMA with quarterly progress reports which will contain both financial and performance information for all projects. These reports will be submitted to FEMA's Regional office on January 30, April 30, July 30, and October 30. These reports shall include sufficient information to provide a realistic and timely description of progress made in implementing the HMGP award and will include the information required by the applicable Unified Hazard Mitigation Assistance (UHMA) Guidance.

Planning Reports

Using the existing tools for plan reporting, including the Florida Inventory spreadsheet, the Florida State Status Report, and the Florida Status and Expiration Status Maps, the Recipient will email monthly updates to the FEMA Regional Mitigation Planning office, describing plan approval status and status of plan reviews, technical assistance activities and scheduled training.

H. MONITORING

FEMA will perform monitoring visits and provide tools and training as needed. On-going monitoring activities will be centered on the quarterly progress reports. FEMA regional offices will evaluate the Recipient's performance quarterly by reviewing grant application data, project files, quarterly reports, fiscal management information, and sub-award procedures and processing. FEMA will complete an annual sampling of 10% of documentation relating to PAS delegated responsibilities per calendar year. Projects will be selected by FEMA and the Recipient notified of the selections by April 1st. The Recipient shall submit all applicable project information for selected projects to FEMA by June 1st. FEMA will complete programmatic and technical reviews and provide the Combined Findings Report to the Recipient by November 1st.

Applicable project information will include but not be limited to itemized budgets, detailed work schedules, comprehensive BCA and feasibility documentation, fully demonstrated alternative considerations, Voluntary Participation Agreements (if applicable), Certificate of Occupancy (if applicable), Elevation Certificates (if applicable), and any records that support HMGP requirements by Regulation, law, statutes, guidance, and policy.

Monitoring will be conducted by the FEMA HMA Lead or designee and Technical Specialists, as needed. Benefit Cost Analysis monitoring will comply with the following guidelines; 1) FEMA will review a 10% sample of all BCAs with complete documentation, and 2) the sample set should be representative of the project types approved. Should the 10% sample indicate management or documentation deficiencies, more in-depth monitoring activities relating to the identified deficiencies will also be conducted either on-site or through desk reviews.

The Recipient Technical Unit management shall schedule status meetings with FEMA HMA Lead or designee and Technical Specialists to occur quarterly, with flexibility as needed. An agenda will accompany the meeting invite to assist in facilitating the discussion and to identify topics that may require research. The purpose of the status meetings will be to provide updates on projects being worked by all parties and provide technical assistance on benefit-cost analysis and other Technical Unit topics. Additionally, any questions needing technical assistance should be directed to the Regional Technical team lead with cc to FEMA-R4BCA@fema.dhs.gov and FEMA and FDEM Program.

FEMA will provide the Recipient with at least 48-hour notice of any on-site review. The Recipient shall provide FEMA information needed to enable FEMA to perform monitoring functions. Monitoring visits will occur at least once a year but not more frequent than quarterly unless warranted by program needs.

Planning Monitoring

For local mitigation plan reviews, the Recipient will submit one time (under this Agreement) the staffing chart for the mitigation planning unit. FEMA audits will be conducted by FEMA reviewing one plan for every 10 plans submitted. FEMA will identify plans for review by choosing plans from the monthly report. FEMA and the Recipient will hold a conference call to review comments on audited plans. After the conference call is completed, FEMA will provide the Recipient with a monitoring report that explains and documents its findings within 45 days. The Recipient will work with FEMA to resolve any deficiencies identified in the report.

I. RECORD RETENTION

The Recipient shall retain supporting documents and other records pertinent to this Agreement until this grant is closed-out and three years thereafter. This Agreement should not change any requirements in the FEMA-State Agreement or other program requirements associated with the Declaration which may require certain documentation to be maintained three-years after grant close-out. Should any related documentation be the subject of an open audit beyond this 3-year period, all documentation under the grant shall be retained until the audit is satisfied and closed.

J. PROGRAM DEFICIENCIES

Through audits, reviews, monitoring or other means, FEMA may find the Recipient to have program deficiencies in the performance of the Work. If deficiencies are found, FEMA may require the Recipient to take corrective action and to submit a written corrective action plan to address identified deficiencies. Any corrective action must be satisfactorily completed within 30 days of FEMA's acceptance of the plan unless otherwise agreed upon by FEMA and the Recipient.

FEMA may require the Recipient to submit additional periodic written verification that measures have been taken to implement any corrective action. If the Recipient fails to demonstrate its compliance with the approved corrective action plan within the agreed upon time constraints, FEMA has the discretion to exercise its rights to terminate this Agreement. FEMA may also exercise any of the other rights and remedies available to it by law.

K. FEDERAL COMPLIANCE

The Recipient shall comply with all applicable state and federal statutes, laws, rules, and regulations in the performance of this Agreement, even if they are not referenced unless this Agreement or the PAS Pilot guidance specifies a different procedure than required by the regulations.

L. APPEALS

In the event that a sub-applicant wishes to appeal a formally documented decision by the Recipient, the Recipient shall request that FEMA review the subject sub-application outside of this PAS Operating Agreement. Any subsequent appeals activity will be consistent with 44 CFR 206.440.

M. ROLES AND RESPONSIBILITIES

This Agreement primarily articulates the roles and responsibilities that FEMA is delegating to the Recipient for accomplishing program requirements. The Recipient will include this PAS Operational Agreement as

an addendum to its State Administrative Plan that outlines the administrative procedures for the HMGP for FEMA-4673-DR-FL.

FEMA will:

1. Provide a process for applying for PAS as well as associated evaluation criteria as identified in the PAS Pilot Guidance document.
2. Provide appropriate guidance based on all relevant supporting documentation on requirements of any responsibilities noted in the Administrative Plan or this agreement, when requested by the Recipient.
3. Notify and provide the Recipient updated and/or new HMGP and mitigation planning materials including, but not limited to, software, policies, and guidance, as soon as available.
4. Receive and approve the Administrative Plan.
5. Monitor Recipient performance by reviewing quarterly reports.
6. Monitor Recipient performance through periodic evaluations to ensure PAS activities comply with program requirements as described in this document.
7. Continuously work with the Recipient to identify and eliminate duplication of effort in project environmental and historic preservation (EHP) reviews to enable further streamlining of FEMA and Recipient processes.
8. Meet all timelines specified in applicable guidance.
9. Conduct project EHP approvals.
10. Expedite the obligation of project funds to the Recipient.
11. Assume NEMIS responsibilities until directed by the Recipient to transition portions and/or limited functions of them from FEMA, as capabilities become available to do so.
12. Review all funding requests for Subrecipient Management Cost including required supporting documentation.

Recipient will:

1. Incorporate PAS delegated functions into the Administrative Plan and submit the Plan for FEMA approval.
2. Formulate hazard mitigation objectives.
3. Provide technical assistance to subapplicants.
4. Determine eligibility of HMGP applications.
5. Conduct EHP reviews.
6. Decide distribution of HMGP funds among local communities.
7. Adhere to all applicable HMGP statutes and regulations, including current guidance regarding HMGP administration.
8. Monitor and evaluate progress and completion of funded activities.
9. Meet all timelines specified in applicable guidance.
10. Maintain a continuing capacity to manage the HMGP.
11. Retain documentation for FEMA reviews as described in this document.
12. Review and approve all local mitigation plans.

N. SPECIAL CONDITIONS

In the event of deployment of Recipient staff and/or staffing of a Joint Field Office in response to a Presidential or State Emergency or Disaster Declaration, FEMA and the Recipient will discuss and assess the impacts of such activity upon this Agreement and make adjustments as circumstances dictate. Any amendments to this Agreement will be conducted per section N.B.

O. GENERAL CONDITIONS

- A. **GENERAL COMPLIANCE.** The Recipient agrees to comply with the requirements of 44 CFR Subpart N (*Hazard Mitigation Grant Program, (§206.430 - 206.440)*) unless this Agreement or the PAS Pilot guidance specifies a different procedure than required by the regulations.

- B. **AMENDMENTS.** The Recipient or FEMA can amend this Agreement at any time by written approval of both parties. Any amendment shall not invalidate the rest of the Agreement nor relieve the Recipient from its obligations under this Agreement.

- C. **TERMINATION.** The Recipient may terminate this Agreement at any time by giving 30-days written notice to FEMA. FEMA may terminate this Agreement for cause if the Recipient materially fails to comply with the terms of this Agreement or with any of the rules, regulations or provisions for HMGP or federal assistance. Before terminating the Agreement, FEMA will use the process described in Section J, Program Deficiencies, to attempt to resolve the problem.

- D. **SUSPENSION.** FEMA may suspend this Agreement, in part or in whole, if the Recipient materially fails to comply with the terms of this Agreement, or with any of the rules, regulations or provisions for HMGP or federal assistance. As this is a pilot program, FEMA reserves the right to suspend parts of this Agreement if it is determined that an action performed by the Recipient is not permitted with the terms of this Agreement and the applicable law and Unified Hazard Mitigation Assistance Guidance. This will not invalidate the rest of the Agreement.

P. ATTACHMENTS:

- Attachment 1: The Work**
- Attachment 2: Performance Measures**
- Attachment 3: FDEM Mitigation Organization Chart**
- Attachment 4: Project Summary Worksheet**
- Attachment 5: Minimum Criteria Checklists**

APPROVED BY:

Gracia B. Szczech Date: _____

Kevin Guthrie Date: _____

Regional Administrator

Director

FEMA Region IV

Florida Division of Emergency Management

Attachment 1: The Work

Delegated Activities:

1. Application Review
2. Benefit Cost Analysis
3. Grants Management
4. Fiscal Management
5. Mitigation Plan Review

All approvals made by the Recipient under this Agreement shall be in conformance with federal requirements, including those at 44 CFR part 80, part 206 Subpart N, and 2 CFR part 200, as applicable.

1. Application Review

The Recipient will approve subapplicant applications and amendment requests using the Project Summary Sheet (Attachment 4). Before approving any subapplicant applications, the Recipient will coordinate with FEMA Regional Office of Environmental Planning and Historic Preservation (OEHP) on the environmental and historic preservation (EHP) compliance review of HMGP subapplicant applications and amendments, including post-award amendments. FEMA agrees to work with the Recipient to identify and eliminate duplication of process whenever possible to streamline these activities. HMGP funds cannot be obligated until FEMA has completed the project EHP compliance review process. FEMA will use the shortest existing applicable process under the National Environmental Policy Act of 1969, National Historic Preservation Act of 1966, and all other applicable federal EHP laws, Executive Orders, and regulations.

For all applications submitted for award, FDEM will provide FEMA with a completed Minimum Criteria Checklist, Project Summary and supporting EHP documentation in accordance with the *Addendum to the Hazard Mitigation Assistance Unified Guidance – Program Administration by States Pilot* (October 2017).

Prior to execution of this Agreement and moving forward, FEMA agrees to work with the Recipient to identify any Recipient and FEMA EHP process inter-linkages to expedite the review and approval of projects. After the Agreement is executed, a scoping meeting will be held between FEMA Hazard Mitigation (“Program”) staff, FEMA EHP staff, and the Recipient staff to discuss process and timelines. The Recipient will submit the request for project EHP reviews to FEMA EHP, who will submit the project EHP review request as per the established regional process. FEMA EHP will work to complete the project EHP review as per the estimated timelines agreed upon with FEMA Program in the Memorandum of Understanding. FEMA EHP will communicate to FEMA Program and the Recipient on any projects that will fall outside of the estimated review timelines. FEMA EHP will provide weekly status updates on projects to FEMA Program, which may be shared with the Recipient. The weekly status updates will include estimated completion times for the project’s EHP review. The weekly status updates will also identify any projects with outstanding information requests. If a project’s information request has been outstanding for more than 90 days, then FEMA Program, FEMA EHP, and the Recipient will meet to discuss the project and requested information. FEMA EHP will provide training to the Recipient on project EHP review processes and protocols as requested by FEMA or the Recipient.

Currently, the 2-step application process consists of a request for 1) NEMIS Entry followed by 2) the submission of the Project Submittal. To streamline the application process for non-phased and Phase I projects, the NEMIS Entry and Project Submittal steps will be combined into one step. For application submission, the Recipient will include the following:

- A request via e-mail for NEMIS entry
- A formal funding request letter
- A completed Project Summary (Attachment 4)
- A completed Planning Review
- A completed Minimum Criteria Checklist (Attachment 5)
- State Engineering Recommendation Report (ENG REC Report)
- NEMIS Environmental Checklist
- Documentation to support EHP review
- Sub-Recipient Management Cost Request to include a narrative of activities and detailed budget with supporting documentation, and pre-award documentation, if applicable, or declination of SRMC.
- Strategic Funds Management (SFM) Schedule if the Federal Share of the funding requests equals or exceeds \$1 million or justification why SFM is not utilized.

Once the EHP review is complete and a Recommendation of Environmental Consideration is issued, the funding and award phase of the project will commence.

FEMA retains the option to request further information/documentation on unusual projects or project that falls outside the usual scope of eligible activities.

For any phased project, the Recipient will follow FEMA's most current Unified Hazard Mitigation Assistance Guidance for the pre-screening process and ensure all documentation needed to approve Phase I is submitted by the subapplicant. The Recipient will also clearly identify in the summary that only a pre-construction phase, or Phase I, is being requested and the Phase I Federal and Non-Federal shares will be identified.

FEMA will provide adequate training as determined by the Recipient on the usage, operation, and functionality of this electronic data system(s) prior to FEMA's required implementation date. The Recipient will enter project information in NEMIS or may request assistance from FEMA, as needed. FEMA will complete all NEMIS Federal Eligibility Determination queues.

2. Benefit Cost Analysis

FDEM will review and approve cost benefit analyses submitted by subapplicants without FEMA review. FDEM will also prepare its own cost-benefit analyses without FEMA review.

FDEM will complete analyses in accordance with current FEMA regulations and guidance, and the FDEM Administrative Plan. FEMA will notify and provide the Recipient updated and/or new FEMA benefit-cost analysis materials including, but not limited to, software, policies, and guidance as soon as reasonably possible.

FEMA will accept cost-benefit analysis determinations from the Recipient at face value. Monitoring activities as described in section H above will include a review by sampling of cost- benefit analysis methodology and documentation.

3. Grants Management

The Recipient will approve time limit extensions for sub-awards which have no impact to grant period of performance. These changes will be documented in quarterly report and NEMIS.

4. Fiscal Management

Without prior approval from FEMA, the Recipient will approve post-award budget revisions using funds available as a result of cost underruns from other approved sub-awards. These funds can be moved to approved sub-awards with cost overruns. Funds can only be used within the same HMGP award (i.e., the same Stafford Act disaster declaration). Prior to its approval, the Recipient must determine if the project revisions meet eligibility requirements, including cost effectiveness and cost share. Quarterly progress reports will be updated accordingly. To track obligations in NEMIS,

the Recipient will notify FEMA when funds must be deobligated and/or obligated.

FDEM will determine the eligible amount of reimbursement for each subrecipient claim and process payment without approval from FEMA. This determination will be made in accordance with Interim Policy and FEMA guidance on allowable SRMC expenditures.

5. Mitigation Planning Review

1. Recipient review and approval of Local Mitigation Plans using the process as described below:
 - a. The Recipient will maintain a log of submitted plans.
 - b. The Recipient will complete the first review of each local mitigation plan within 45-days of receipt, whenever possible.
 - c. If a plan is determined to be insufficient, the Recipient will provide technical assistance until the plan is updated and approvable.
 - d. The Recipient may request technical assistance from FEMA as needed for clarification of plan requirements.
 - e. If the plan is approvable pending adoption, the Recipient will notify the local jurisdiction by letter that the plan is ready to be adopted.
 - f. When a plan is adopted, the Recipient will notify FEMA that the local mitigation plan is approved and provide the following items to FEMA:
 - i. Copy of the plan and adoption resolution to maintain the integrity of the Region IV Planning database and inventory.
 - ii. Copy of the completed Local Mitigation Plan Review Tool (provided in the Local Mitigation Plan Review Guide)
 - g. All approved plans must be submitted to the Regional office before this agreement is terminated or the grant is closed, whichever occurs first.
2. FEMA Mitigation Planning Program roles are described below:
 - a. FEMA will provide technical assistance as needed to ensure that the Recipient is current on mitigation planning issues, guidance, tools, and the status of local plan expirations.
 - b. FEMA will send the formal approval letter to the Recipient electronically to provide to the local jurisdiction within two weeks of the Recipient notifying FEMA of local plan adoption.
 - c. FEMA will enter all planning information and documents in the Mitigation Plan Portal.

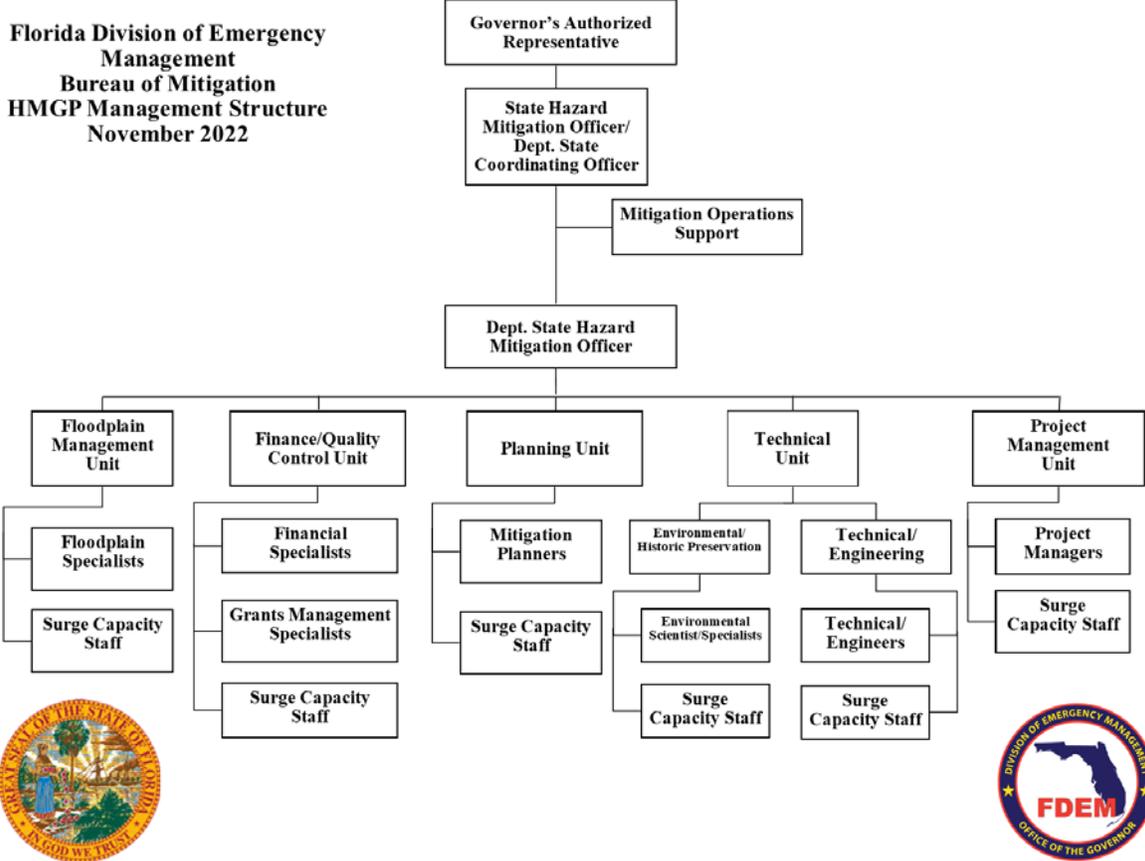
Attachment 2: Performance Measures

The chart below is to be completed as part of any Monitoring visits.

Measurable Item and Target	Met	/ Not Met	FEMA or State Comments
Application Review			
All submitted applications have a completed Minimum Criteria Checklist.			
Fewer than 5% of reviewed applications, amendments and post award changes had findings during monitoring visits.			
Quarterly programmatic and financial reports were provided within 30 days following the end of the quarter, or by the approved extension deadline.			
Mitigation Plan Monthly reports are submitted to FEMA by the last working day of each month to allow the Regional office adequate time to respond to the HQ Planning Report due monthly by the 15 th .			
The State completes the first review of each Local Mitigation Strategy plan within 45 days of receipt, whenever possible.			
For plans reviewed during monitoring, all plans are approvable pending adoption.			
Training requirements for staff are current (or actions have been taken by the Recipient for training compliance) at the time of this review.			
FEMA's review of 10% of completed plan reviews has no major findings.			
Audit reports with no major findings			

Attachment 3: FDEM Mitigation Organization Chart

**Florida Division of Emergency Management
Bureau of Mitigation
HMGP Management Structure
November 2022**



Attachment 4: Project Summary Worksheet

Project Summary Sheet

1	Disaster Number				
2	State Application ID#	()	<i>Manually change (do not use Autofill)</i>		
3	FEMA Project Number	- - ()			
Application Information (Tab)					
4	Recipient	FL-Statewide			
5	Sub-Recipient	(Button)			
6	County				
7	FIPS Code (Applicant ID)				
8	DUNS #				
9	Private Non-Profit	<input type="checkbox"/> Yes <input type="checkbox"/> No			
10	Community Identification (CID) number		Name:		
11	NFIP Participation	<input type="checkbox"/> Yes <input type="checkbox"/> No			
12	Last CAV Date				
13	Local Mitigation Plan	See State Planning Review			
14	Plan Type	Regular			
15	Plan Approval Date				
16	Plan Expiration Date				
17	Plan Title				
18	More Prepare info				
	POC Name				
	Title				
	Full Address				
	Email		Phone		
Project Info (Tab)					
19	Project Title				
20	Project Description (SOW)	See ENG REC RPT (Engineering Recommendation Report)			
21	Project Type(s) number	(ENG codes)			
22	County Code (list)				
23	Congressional District	FL-	FL Senate District:	FL House District:	
24	Community Code(s)	(Applicant)			
25	Hazard Type				
Work Schedule (Tab) <i>Total months for non-phased project 36 months (separate for Phase I and Phase II)</i>					
26	Milestones	Months from FEMA Award Letter Date	Months (Phase II)		
Cost Estimate (Tab) (Project Costs)		Item Name	Qty.	Unit	Project Costs
			1	LS	
			1	LS	
			1	LS	
			1	LS	
			1	LS	
			1	LS	
			1	LS	
Total Project Costs					\$ 0.00
Project Management Costs included in the Cost Estimate <input type="checkbox"/> Yes <input type="checkbox"/> No (included only for disasters prior to 08/01/17, all others are listed under SRMC)				Amount:	

Match Sources (Tab)							
27	Federal Share %	%			\$		
28	Non-Federal Funding	%			\$		
		Source Agency (Type)	Source Name	Funding Type	Funds Availability date		
	(a)						
	(b)						
		Item Name (Funding Type)		Qty.	Unit	Unit Cost	
	(a)			1	LS		
	(b)			1	LS		
Sub-Recipient Management Costs (SRMC) See SRMC Request-signed							
29	SRMC Requested	<input type="checkbox"/> Yes <input type="checkbox"/> No, Sub-Recipient declined SRMC for this project					
30	SRMC Amount	\$ Phase I		\$ Phase II or Non-Phased			
31	Pre-Award SRMC	<input type="checkbox"/> No <input type="checkbox"/> Yes - Costs:	\$	Start Date:			
Cost Effectiveness (Tab)							
Cost Effectiveness Data		See State ENG REC RPT (Engineering Recommendation Report)					
	Ratio						
32	Data Project Cost:	\$ (Data Used on BCA table #2) <input type="checkbox"/> matches Project Cost requested					
Eligibility Review (Tab) Overview							
33	Eligibility Determination Criteria						
		Applicant	Project Type	Project Criteria	Cost Effectiveness	Code Compliance	Mitigation Plan Conformance
34	Project Reviewer					Review Date:	
35	Recommended for Approval	<input type="checkbox"/> Yes, Project is Technically Feasible and Recommended				<input type="checkbox"/> No	
36	Env Checklist	See State Environmental NEMIS Checklist					
Property Site Inventory (Tab)							
37	Project Location(s) (Address)						
38	Latitude / Longitude						
39	Lat/Lon Verification	GPS					
Authorization (Tab)							
40	Authorized Applicant Agent (last, first)			Title			
		Applicant signature on file:		<input type="checkbox"/> Yes <input type="checkbox"/> No			
41	Authorized Recipient Official	Anderson, Miles		Title	SHMO-Bureau Chief		
		Official signature on file:		<input type="checkbox"/> Yes <input type="checkbox"/> No			
Other Project Information							
42	Alternative Action:						
43	Alternative Cost						
44	Why Alternative not selected						
45	Phased Projects	Phase I Costs			Phase II Costs		
46							
47							

Attachment 5: Minimum Criteria Checklists

Minimum Criteria Checklists for Project and Plan Subapplications

FEMA #:		State ID#:	
Title:			

Minimum Criteria Checklist for Project Sub-applications

Subapplication submitted to FEMA that do not contain at least the basic components listed below may be immediately denied because there is no method to determine eligibility without these data. Additional information may be requested during FEMA review. This information is required for all submittals, including potential substitutions, but further details may be requested to complete the subapplication.

Subapplication Component	Yes	No	Comment
Applicant and Subapplicant			
Are the Applicant and sub-applicant eligible?	<input type="checkbox"/>	<input type="checkbox"/>	
Plan Requirement			
Does the project conform to the State and Local Mitigation Plan under 44 CFR Part 201?	<input type="checkbox"/>	<input type="checkbox"/>	
Does the project conform to the Tribal Mitigation Plan under 44 CFR Part 201.7?	<input type="checkbox"/>	<input type="checkbox"/>	
Scope of Work			
Does the project address a problem that has been repetitive or a problem that poses a significant risk to public health and safety if left unsolved?	<input type="checkbox"/>	<input type="checkbox"/>	
Does the project consider long-term changes to the areas and entities it protects?	<input type="checkbox"/>	<input type="checkbox"/>	
Does the project have manageable future maintenance and modifications requirements?	<input type="checkbox"/>	<input type="checkbox"/>	
Does the project contribute to the extent practicable to a long-term solution to the problem it is intended to address?	<input type="checkbox"/>	<input type="checkbox"/>	
Does the project include site location, maps, and GPS coordinates?	<input type="checkbox"/>	<input type="checkbox"/>	
Does the project solve a problem independently or constitute a functional portion of a solution and is there assurance that the project as a whole will be completed? (Projects that merely identify or analyze hazards or problems are not eligible.)	<input type="checkbox"/>	<input type="checkbox"/>	
Cost Review			
Does the project include a detailed budget?	<input type="checkbox"/>	<input type="checkbox"/>	
Does the project identify information on cost-share and match sources?	<input type="checkbox"/>	<input type="checkbox"/>	

Subapplication Component	Yes	No	Comment
Schedule			
Does the project include a work schedule for 3 years or less that conforms to period of performance requirements?	<input type="checkbox"/>	<input type="checkbox"/>	
Cost-Effectiveness			
Does the project include a benefit-cost-analysis, or alternate cost-effectiveness documentation, such as Substantial Damage verification, and located in a riverine floodplain; or a narrative supporting cost-effectiveness and request for consideration under 5-percent HMGP discretionary funding?	<input type="checkbox"/>	<input type="checkbox"/>	
Is the project cost effective and does it substantially reduce the risk of future damage, hardship, loss, or suffering?	<input type="checkbox"/>	<input type="checkbox"/>	
Does the project cost more than the anticipated value of the reduction in both direct damages and subsequent negative impacts to the area if future disasters were to occur?	<input type="checkbox"/>	<input type="checkbox"/>	
Environmental and Historical Preservation			
Project includes information to demonstrate conformance with 44 CFR Part 9 and Part 10 (or FEMA Directive Number: FD 1080-1, <i>Environmental and Historic Preservation Planning, Responsibilities and Program Requirements</i>)?	<input type="checkbox"/>	<input type="checkbox"/>	
Project includes information and documentation required by the EHP Checklist, including all available information related to known historic, archaeological, or environmentally sensitive areas (e.g., Coastal Barrier Resources System Units or Otherwise Protected Areas)	<input type="checkbox"/>	<input type="checkbox"/>	
Project includes EHP information for each property identified in the subapplication, including the construction date for each property	<input type="checkbox"/>	<input type="checkbox"/>	
Project demonstrates and documents consideration of alternatives that avoid or minimize harm to the environmental or historic resources	<input type="checkbox"/>	<input type="checkbox"/>	
Project include documentation of all coordination, correspondence, consultation, or previous EHP reviews with appropriate Federal, State and local agencies	<input type="checkbox"/>	<input type="checkbox"/>	
Project include all known EHP costs	<input type="checkbox"/>	<input type="checkbox"/>	

Subapplication Component	Yes	No	Comment
Acquisition / Demolition / Relocation Information			
Does the project confirm compliance with timelines and all other criteria set forth in 44 CFR Part 80 requirements?	<input type="checkbox"/>	<input type="checkbox"/>	
Does the project include Voluntary Interest documentation for each property?	<input type="checkbox"/>	<input type="checkbox"/>	
For relocated projects, will the structure be relocated outside of the Special Flood Hazard Area?	<input type="checkbox"/>	<input type="checkbox"/>	
Elevation Information			
Does the project identify the Base Flood Elevation or Advisory Base Flood Elevation?	<input type="checkbox"/>	<input type="checkbox"/>	
Does the project include finished floor elevation (Elevation Certificate is preferred)?	<input type="checkbox"/>	<input type="checkbox"/>	
Does the project include proposed elevation height of the structure?	<input type="checkbox"/>	<input type="checkbox"/>	
Is the project consistent with the design and implementation of ASCE 24-14?	<input type="checkbox"/>	<input type="checkbox"/>	
Safe Room Information			
Does the project include the population size protected?	<input type="checkbox"/>	<input type="checkbox"/>	
Is the project consistent with the design and implementation criteria of FEMA P-320 or FEMA P-361?	<input type="checkbox"/>	<input type="checkbox"/>	
Wind Retrofit Information			
Does the project include the proposed level of protection as per FEMA P-804?	<input type="checkbox"/>	<input type="checkbox"/>	
Is the project consistent with the design and implementation criteria of FEMA P-804?	<input type="checkbox"/>	<input type="checkbox"/>	
Drainage Information			
Does the project include initial technical information to support size, costs, and local permitting requirements?	<input type="checkbox"/>	<input type="checkbox"/>	

Minimum Criteria Checklist for Planning Subapplications

Subapplications submitted to FEMA that do not contain at least the basic components listed below may be immediately denied because there is no method to determine eligibility without these data. Additional information may be requested during FEMA review prior to award if selected.

Subapplication Component	Yes	No	Comment
Subapplication Number and Title			
Scope of Work (SOW)			
Is the proposed mitigation planning activity, as described in the SOW, eligible for the program?	<input type="checkbox"/>	<input type="checkbox"/>	
Is the proposed planning activity described, including whether it will result in a new or updated hazard mitigation plan or enhance an existing mitigation plan in accordance with the FEMA Mitigation Planning regulation at 44 CFR Part 201 and HMA Guidance?	<input type="checkbox"/>	<input type="checkbox"/>	
Are participating jurisdiction(s) and private nonprofits, if applicable, identified and described?	<input type="checkbox"/>	<input type="checkbox"/>	
Does the narrative describe procedures to engage stakeholders and participating jurisdictions?	<input type="checkbox"/>	<input type="checkbox"/>	
Does the SOW discuss approaches, outcomes, and level of effort, including key milestones and schedule, and the relationship of each activity to the cost estimate?	<input type="checkbox"/>	<input type="checkbox"/>	
Mitigation Plan Updates			
Does the SOW describe the process that each jurisdiction will complete to review each section of the previous plan and address gaps, as needed; new information (including hazard, land use, and development trends); how the previous plan was implemented; and what process will be used?	<input type="checkbox"/>	<input type="checkbox"/>	
Schedule			
Does the application include a work schedule for 3 years or less that conforms to POP requirements and allows sufficient time for State or tribal and FEMA reviews; preparation of required revisions, if needed; formal adoption by the jurisdiction(s); and FEMA approval?	<input type="checkbox"/>	<input type="checkbox"/>	
Cost Review			
Does the application include a detailed cost estimate that supports the SOW and is reasonable for the jurisdiction(s) participating? <i>Lump-sum cost estimates are not eligible and will be NOT be accepted.</i>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the application or subapplication identify information on the required non-Federal cost share and contribution sources?	<input type="checkbox"/>	<input type="checkbox"/>	

APPENDIX I: Operational Agreement- 4680

Program Administration by State

Operational Agreement

FEMA-4680-DR-FL

**HAZARD MITIGATION GRANT PROGRAM
PROGRAM ADMINISTRATION BY STATES (PAS) PILOT**

**OPERATIONAL AGREEMENT FOR DISASTER # FEMA-4680-DR
(HURRICANE NICOLE)**

A. PURPOSE AND INTENT

The purpose of this Operational Agreement (Agreement) between the Federal Emergency Management Agency (FEMA) and the Florida Division of Emergency Management (FDEM) is to implement the Pilot Program Administration by States (PAS) under the Hazard Mitigation Grant Program (HMGP) authorized in the Stafford Act, Section 404(c) (42 U.S.C. § 5170c), as amended by the Sandy Recovery Improvement Act of 2013 (P.L. 113-2). This document defines the roles and responsibilities, procedures, and processes in effect under this Agreement. The Agreement, as an addendum to the FEMA/State Agreement, will assist FEMA and participating Recipients in evaluating the Program Administration by States (PAS) pilot by designating the State of Florida as a pilot PAS State (referred to below as the “Recipient”) for implementation of the delegations noted in this document for disaster declaration FEMA-4680-DR-FL.

B. DELEGATED ACTIVITIES

Under this Agreement, FDEM will:

Activities Delegated to Recipient
1. Review and approve HMGP subapplicant application and amendment requests by using expedited application approval process and project summaries for FEMA’s use in obligating funds. a. Project Applications (all project types except as noted in item #6 below) b. Planning Applications
2. Approve funding of pre-award planning and project costs incurred by subrecipients.
3. Review and approve cost benefit analyses submitted by subapplicants without FEMA review. Recipient prepares own cost benefit analyses without FEMA review.
4. Approve application time limit extensions for sub-applications with no impact to the grant period of performance. The Recipient will document these changes in quarterly report and electronic data systems.
5. Approve post-award scope of work modifications with no change to the project activity and no resulting need for additional federal funds without FEMA approval.
6. Administer HMGP for specific project types (i.e., property acquisition and structure demolition, wildfire mitigation, safe rooms, structural elevation, or other eligible hazard mitigation project types) submitted by the subapplicant. The Recipient reserves the right to exclude any particular project or type of project from the scope of this delegation at its discretion and will submit any such project to FEMA for FEMA to administer.
7. Without prior approval from FEMA, approve post-award budget revisions using funds available as a result of cost underruns from other approved sub-awards. These funds can be moved to approved sub-awards with cost overruns. Funds will only be used within the same HMGP award.
8. Determine the eligible amount of reimbursement for each subrecipient claim and process payment without approval from FEMA.
9. Approve Local Mitigation Plans. FEMA will continue to send final approval letters to local and tribal communities.

Recipient Approval of Local Mitigation Plans

This Agreement will cover local mitigation plans submitted to Florida after this Agreement is executed and until forty-five (45) days before this Agreement is terminated. This includes all plans funded with Hazard Mitigation Assistance funds, including College and University plans and Local Mitigation Strategies (LMS). This also includes Local Mitigation Strategies prepared without Hazard Mitigation Assistance.

C. FEMA AUTHORITY

FEMA will retain obligation authority, the final approval of environmental and historic preservation (EHP) reviews and will assist the Recipient to the extent that such assistance is necessary and is specifically requested by the Recipient. The PAS Pilot should be cost effective, maintain a high level of customer service, and provide consistency within the Recipient's implementation of the HMGP operation. In designating the Recipient as a PAS State, both FEMA and the Recipient agree to adhere to the provisions outlined in this Agreement, as well as the *Addendum to the Hazard Mitigation Assistance Unified Guidance Program Administration by States Pilot, Hazard Mitigation Grant Program*, dated October 2017 (hereinafter "PAS Pilot Guidance"). If any provisions in this Agreement conflict with the aforementioned Addendum, the latter shall control.

FEMA will continue to review and approve Tribal Mitigation Plans including Tribal Plans that are part of multiple jurisdictional plans with local jurisdictions, if applicable.

FEMA will continue to send final approval letters for local mitigation plans to the Recipient.

D. APPLICABILITY

- A. **SCOPE**. This Agreement applies to the administration of the HMGP program under FEMA-4680-DR-FL and is effective upon date of signature by both parties. The Recipient may apply the procedures in this Agreement to any eligible project under this disaster declaration not yet submitted to FEMA.
- B. **CONTROLLING AUTHORITIES**. Under this Agreement, all applicable laws, Executive Orders, regulations, Office of Management and Budget (OMB) Circulars and FEMA policies and guidance remain in effect. This Agreement will be modified to accommodate any changes to applicable law or FEMA regulation published after the Agreement's effective date.
- C. **AMENDMENT REQUESTS**. The Recipient or FEMA may request amendments to the Agreement at any time. Both parties must agree to and sign amendments to the Agreement.

E. STATEMENT OF WORK

The Recipient and FEMA shall perform the work required in **Attachment 1** (the Work) to this Agreement.

F. KEY PERSONNEL and LEVEL of EFFORT

The Recipient shall assign sufficient staff as Key Personnel for this Work as reflected in **Attachment 3: FDEM Organizational Chart**. This document is further supported by the Recipient's staffing plan which serves as a report to FEMA on the Mitigation Bureau's expected staffing needs for the next fiscal year.

The Recipient's performance under this Agreement shall be under the direction of the positions identified in Attachment 3 that are considered essential to the Work. The full-time equivalent (FTE) level of effort, at a minimum, as specified in the Work shall be devoted by the Recipient. Any staff changes or revisions to level

of effort for HMGP administration will be reflected in the staffing plan submitted to FEMA. Substitutions or substantial reductions in level of effort will only be for compelling reasons and may affect the delegations provided by FEMA (i.e., work completed, close- out of grants). The Recipient shall notify FEMA of any pending changes and their plans to maintain the same level of effort.

G. RECIPIENT PROGRESS REPORTS

The Recipient shall furnish FEMA with quarterly progress reports which will contain both financial and performance information for all projects. These reports will be submitted to FEMA's Regional office on January 30, April 30, July 30, and October 30. These reports shall include sufficient information to provide a realistic and timely description of progress made in implementing the HMGP award and will include the information required by the applicable Unified Hazard Mitigation Assistance (UHMA) Guidance.

Planning Reports

Using the existing tools for plan reporting, including the Florida Inventory spreadsheet, the Florida State Status Report, and the Florida Status and Expiration Status Maps, the Recipient will email monthly updates to the FEMA Regional Mitigation Planning office, describing plan approval status and status of plan reviews, technical assistance activities and scheduled training.

H. MONITORING

FEMA will perform monitoring visits and provide tools and training as needed. On-going monitoring activities will be centered on the quarterly progress reports. FEMA regional offices will evaluate the Recipient's performance quarterly by reviewing grant application data, project files, quarterly reports, fiscal management information, and sub-award procedures and processing. FEMA will complete an annual sampling of 10% of documentation relating to PAS delegated responsibilities per calendar year. Projects will be selected by FEMA and the Recipient notified of the selections by April 1st. The Recipient shall submit all applicable project information for selected projects to FEMA by June 1st. FEMA will complete programmatic and technical reviews and provide the Combined Findings Report to the Recipient by November 1st.

Applicable project information will include but not be limited to itemized budgets, detailed work schedules, comprehensive BCA and feasibility documentation, fully demonstrated alternative considerations, Voluntary Participation Agreements (if applicable), Certificate of Occupancy (if applicable), Elevation Certificates (if applicable), and any records that support HMGP requirements by Regulation, law, statutes, guidance, and policy.

Monitoring will be conducted by the FEMA HMA Lead or designee and Technical Specialists, as needed. Benefit Cost Analysis monitoring will comply with the following guidelines; 1) FEMA will review a 10% sample of all BCAs with complete documentation, and 2) the sample set should be representative of the project types approved. Should the 10% sample indicate management or documentation deficiencies, more in-depth monitoring activities relating to the identified deficiencies will also be conducted either on-site or through desk reviews.

The Recipient Technical Unit management shall schedule status meetings with FEMA HMA Lead or designee and Technical Specialists to occur quarterly, with flexibility as needed. An agenda will accompany the meeting invite to assist in facilitating the discussion and to identify topics that may require research. The purpose of the status meetings will be to provide updates on projects being worked by all parties and provide technical assistance on benefit-cost analysis and other Technical Unit topics. Additionally, any questions needing technical assistance should be directed to the Regional Technical team lead with cc to FEMA-R4BCA@fema.dhs.gov and FEMA and FDEM Program.

FEMA will provide the Recipient with at least 48-hour notice of any on-site review. The Recipient shall provide FEMA information needed to enable FEMA to perform monitoring functions. Monitoring visits will occur at least once a year but not more frequent than quarterly unless warranted by program needs.

Planning Monitoring

For local mitigation plan reviews, the Recipient will submit one time (under this Agreement) the staffing chart for the mitigation planning unit. FEMA audits will be conducted by FEMA reviewing one plan for every 10 plans submitted. FEMA will identify plans for review by choosing plans from the monthly report. FEMA and the Recipient will hold a conference call to review comments on audited plans. After the conference call is completed, FEMA will provide the Recipient with a monitoring report that explains and documents its findings within 45 days. The Recipient will work with FEMA to resolve any deficiencies identified in the report.

I. RECORD RETENTION

The Recipient shall retain supporting documents and other records pertinent to this Agreement until this grant is closed-out and three years thereafter. This Agreement should not change any requirements in the FEMA-State Agreement or other program requirements associated with the Declaration which may require certain documentation to be maintained three-years after grant close-out. Should any related documentation be the subject of an open audit beyond this 3-year period, all documentation under the grant shall be retained until the audit is satisfied and closed.

J. PROGRAM DEFICIENCIES

Through audits, reviews, monitoring or other means, FEMA may find the Recipient to have program deficiencies in the performance of the Work. If deficiencies are found, FEMA may require the Recipient to take corrective action and to submit a written corrective action plan to address identified deficiencies. Any corrective action must be satisfactorily completed within 30 days of FEMA's acceptance of the plan unless otherwise agreed upon by FEMA and the Recipient.

FEMA may require the Recipient to submit additional periodic written verification that measures have been taken to implement any corrective action. If the Recipient fails to demonstrate its compliance with the approved corrective action plan within the agreed upon time constraints, FEMA has the discretion to exercise its rights to terminate this Agreement. FEMA may also exercise any of the other rights and remedies available to it by law.

K. FEDERAL COMPLIANCE

The Recipient shall comply with all applicable state and federal statutes, laws, rules, and regulations in the performance of this Agreement, even if they are not referenced unless this Agreement or the PAS Pilot guidance specifies a different procedure than required by the regulations.

L. APPEALS

In the event that a sub-applicant wishes to appeal a formally documented decision by the Recipient, the Recipient shall request that FEMA review the subject sub-application outside of this PAS Operating Agreement. Any subsequent appeals activity will be consistent with 44 CFR 206.440.

M. ROLES AND RESPONSIBILITIES

This Agreement primarily articulates the roles and responsibilities that FEMA is delegating to the Recipient for accomplishing program requirements. The Recipient will include this PAS Operational Agreement as

an addendum to its State Administrative Plan that outlines the administrative procedures for the HMGP for FEMA-4680-DR-FL.

FEMA will:

1. Provide a process for applying for PAS as well as associated evaluation criteria as identified in the PAS Pilot Guidance document.
2. Provide appropriate guidance based on all relevant supporting documentation on requirements of any responsibilities noted in the Administrative Plan or this agreement, when requested by the Recipient.
3. Notify and provide the Recipient updated and/or new HMGP and mitigation planning materials including, but not limited to, software, policies, and guidance, as soon as available.
4. Receive and approve the Administrative Plan.
5. Monitor Recipient performance by reviewing quarterly reports.
6. Monitor Recipient performance through periodic evaluations to ensure PAS activities comply with program requirements as described in this document.
7. Continuously work with the Recipient to identify and eliminate duplication of effort in project environmental and historic preservation (EHP) reviews to enable further streamlining of FEMA and Recipient processes.
8. Meet all timelines specified in applicable guidance.
9. Conduct project EHP approvals.
10. Expedite the obligation of project funds to the Recipient.
11. Assume NEMIS responsibilities until directed by the Recipient to transition portions and/or limited functions of them from FEMA, as capabilities become available to do so.
12. Review all funding requests for Subrecipient Management Cost including required supporting documentation.

Recipient will:

1. Incorporate PAS delegated functions into the Administrative Plan and submit the Plan for FEMA approval.
2. Formulate hazard mitigation objectives.
3. Provide technical assistance to subapplicants.
4. Determine eligibility of HMGP applications.
5. Conduct EHP reviews.
6. Decide distribution of HMGP funds among local communities.
7. Adhere to all applicable HMGP statutes and regulations, including current guidance regarding HMGP administration.
8. Monitor and evaluate progress and completion of funded activities.
9. Meet all timelines specified in applicable guidance.
10. Maintain a continuing capacity to manage the HMGP.
11. Retain documentation for FEMA reviews as described in this document.
12. Review and approve all local mitigation plans.

N. SPECIAL CONDITIONS

In the event of deployment of Recipient staff and/or staffing of a Joint Field Office in response to a Presidential or State Emergency or Disaster Declaration, FEMA and the Recipient will discuss and assess the impacts of such activity upon this Agreement and make adjustments as circumstances dictate. Any amendments to this Agreement will be conducted per section N.B.

O. GENERAL CONDITIONS

- A. **GENERAL COMPLIANCE.** The Recipient agrees to comply with the requirements of 44 CFR Subpart N (*Hazard Mitigation Grant Program, (§206.430 - 206.440)*) unless this Agreement or the PAS Pilot guidance specifies a different procedure than required by the regulations.

- B. **AMENDMENTS.** The Recipient or FEMA can amend this Agreement at any time by written approval of both parties. Any amendment shall not invalidate the rest of the Agreement nor relieve the Recipient from its obligations under this Agreement.

- C. **TERMINATION.** The Recipient may terminate this Agreement at any time by giving 30-days written notice to FEMA. FEMA may terminate this Agreement for cause if the Recipient materially fails to comply with the terms of this Agreement or with any of the rules, regulations or provisions for HMGP or federal assistance. Before terminating the Agreement, FEMA will use the process described in Section J, Program Deficiencies, to attempt to resolve the problem.

- D. **SUSPENSION.** FEMA may suspend this Agreement, in part or in whole, if the Recipient materially fails to comply with the terms of this Agreement, or with any of the rules, regulations or provisions for HMGP or federal assistance. As this is a pilot program, FEMA reserves the right to suspend parts of this Agreement if it is determined that an action performed by the Recipient is not permitted with the terms of this Agreement and the applicable law and Unified Hazard Mitigation Assistance Guidance. This will not invalidate the rest of the Agreement.

P. ATTACHMENTS:

- Attachment 1: The Work**
- Attachment 2: Performance Measures**
- Attachment 3: FDEM Mitigation Organization Chart**
- Attachment 4: Project Summary Worksheet**
- Attachment 5: Minimum Criteria Checklists**

APPROVED BY:

Gracia B. Szczech Date: _____

Kevin Guthrie Date: _____

Regional Administrator

Director

FEMA Region IV

Florida Division of Emergency Management

Attachment 1: The Work

Delegated Activities:

1. Application Review
2. Benefit Cost Analysis
3. Grants Management
4. Fiscal Management
5. Mitigation Plan Review

All approvals made by the Recipient under this Agreement shall be in conformance with federal requirements, including those at 44 CFR part 80, part 206 Subpart N, and 2 CFR part 200, as applicable.

1. Application Review

The Recipient will approve subapplicant applications and amendment requests using the Project Summary Sheet (Attachment 4). Before approving any subapplicant applications, the Recipient will coordinate with FEMA Regional Office of Environmental Planning and Historic Preservation (OEHP) on the environmental and historic preservation (EHP) compliance review of HMGP subapplicant applications and amendments, including post-award amendments. FEMA agrees to work with the Recipient to identify and eliminate duplication of process whenever possible to streamline these activities. HMGP funds cannot be obligated until FEMA has completed the project EHP compliance review process. FEMA will use the shortest existing applicable process under the National Environmental Policy Act of 1969, National Historic Preservation Act of 1966, and all other applicable federal EHP laws, Executive Orders, and regulations.

For all applications submitted for award, FDEM will provide FEMA with a completed Minimum Criteria Checklist, Project Summary and supporting EHP documentation in accordance with the *Addendum to the Hazard Mitigation Assistance Unified Guidance – Program Administration by States Pilot* (October 2017).

Prior to execution of this Agreement and moving forward, FEMA agrees to work with the Recipient to identify any Recipient and FEMA EHP process inter-linkages to expedite the review and approval of projects. After the Agreement is executed, a scoping meeting will be held between FEMA Hazard Mitigation (“Program”) staff, FEMA EHP staff, and the Recipient staff to discuss process and timelines. The Recipient will submit the request for project EHP reviews to FEMA EHP, who will submit the project EHP review request as per the established regional process. FEMA EHP will work to complete the project EHP review as per the estimated timelines agreed upon with FEMA Program in the Memorandum of Understanding. FEMA EHP will communicate to FEMA Program and the Recipient on any projects that will fall outside of the estimated review timelines. FEMA EHP will provide weekly status updates on projects to FEMA Program, which may be shared with the Recipient. The weekly status updates will include estimated completion times for the project’s EHP review. The weekly status updates will also identify any projects with outstanding information requests. If a project’s information request has been outstanding for more than 90 days, then FEMA Program, FEMA EHP, and the Recipient will meet to discuss the project and requested information. FEMA EHP will provide training to the Recipient on project EHP review processes and protocols as requested by FEMA or the Recipient.

Currently, the 2-step application process consists of a request for 1) NEMIS Entry followed by 2) the submission of the Project Submittal. To streamline the application process for non-phased and Phase I projects, the NEMIS Entry and Project Submittal steps will be combined into one step. For application submission, the Recipient will include the following:

- A request via e-mail for NEMIS entry
- A formal funding request letter
- A completed Project Summary (Attachment 4)
- A completed Planning Review
- A completed Minimum Criteria Checklist (Attachment 5)
- State Engineering Recommendation Report (ENG REC Report)
- NEMIS Environmental Checklist
- Documentation to support EHP review
- Sub-Recipient Management Cost Request to include a narrative of activities and detailed budget with supporting documentation, and pre-award documentation, if applicable, or declination of SRMC.
- Strategic Funds Management (SFM) Schedule if the Federal Share of the funding requests equals or exceeds \$1 million or justification why SFM is not utilized.

Once the EHP review is complete and a Recommendation of Environmental Consideration is issued, the funding and award phase of the project will commence.

FEMA retains the option to request further information/documentation on unusual projects or project that falls outside the usual scope of eligible activities.

For any phased project, the Recipient will follow FEMA's most current Unified Hazard Mitigation Assistance Guidance for the pre-screening process and ensure all documentation needed to approve Phase I is submitted by the subapplicant. The Recipient will also clearly identify in the summary that only a pre-construction phase, or Phase I, is being requested and the Phase I Federal and Non-Federal shares will be identified.

FEMA will provide adequate training as determined by the Recipient on the usage, operation, and functionality of this electronic data system(s) prior to FEMA's required implementation date. The Recipient will enter project information in NEMIS or may request assistance from FEMA, as needed. FEMA will complete all NEMIS Federal Eligibility Determination queues.

2. Benefit Cost Analysis

FDEM will review and approve cost benefit analyses submitted by subapplicants without FEMA review. FDEM will also prepare its own cost-benefit analyses without FEMA review.

FDEM will complete analyses in accordance with current FEMA regulations and guidance, and the FDEM Administrative Plan. FEMA will notify and provide the Recipient updated and/or new FEMA benefit-cost analysis materials including, but not limited to, software, policies, and guidance as soon as reasonably possible.

FEMA will accept cost-benefit analysis determinations from the Recipient at face value. Monitoring activities as described in section H above will include a review by sampling of cost- benefit analysis methodology and documentation.

3. Grants Management

The Recipient will approve time limit extensions for sub-awards which have no impact to grant period of performance. These changes will be documented in quarterly report and NEMIS.

4. Fiscal Management

Without prior approval from FEMA, the Recipient will approve post-award budget revisions using funds available as a result of cost underruns from other approved sub-awards. These funds can be moved to approved sub-awards with cost overruns. Funds can only be used within the same HMGP award (i.e., the same Stafford Act disaster declaration). Prior to its approval, the Recipient must determine if the project revisions meet eligibility requirements, including cost effectiveness and cost share. Quarterly progress reports will be updated accordingly. To track obligations in NEMIS,

the Recipient will notify FEMA when funds must be deobligated and/or obligated.

FDEM will determine the eligible amount of reimbursement for each subrecipient claim and process payment without approval from FEMA. This determination will be made in accordance with Interim Policy and FEMA guidance on allowable SRMC expenditures.

5. Mitigation Planning Review

1. Recipient review and approval of Local Mitigation Plans using the process as described below:
 - a. The Recipient will maintain a log of submitted plans.
 - b. The Recipient will complete the first review of each local mitigation plan within 45-days of receipt, whenever possible.
 - c. If a plan is determined to be insufficient, the Recipient will provide technical assistance until the plan is updated and approvable.
 - d. The Recipient may request technical assistance from FEMA as needed for clarification of plan requirements.
 - e. If the plan is approvable pending adoption, the Recipient will notify the local jurisdiction by letter that the plan is ready to be adopted.
 - f. When a plan is adopted, the Recipient will notify FEMA that the local mitigation plan is approved and provide the following items to FEMA:
 - i. Copy of the plan and adoption resolution to maintain the integrity of the Region IV Planning database and inventory.
 - ii. Copy of the completed Local Mitigation Plan Review Tool (provided in the Local Mitigation Plan Review Guide)
 - g. All approved plans must be submitted to the Regional office before this agreement is terminated or the grant is closed, whichever occurs first.
2. FEMA Mitigation Planning Program roles are described below:
 - a. FEMA will provide technical assistance as needed to ensure that the Recipient is current on mitigation planning issues, guidance, tools, and the status of local plan expirations.
 - b. FEMA will send the formal approval letter to the Recipient electronically to provide to the local jurisdiction within two weeks of the Recipient notifying FEMA of local plan adoption.
 - c. FEMA will enter all planning information and documents in the Mitigation Plan Portal.

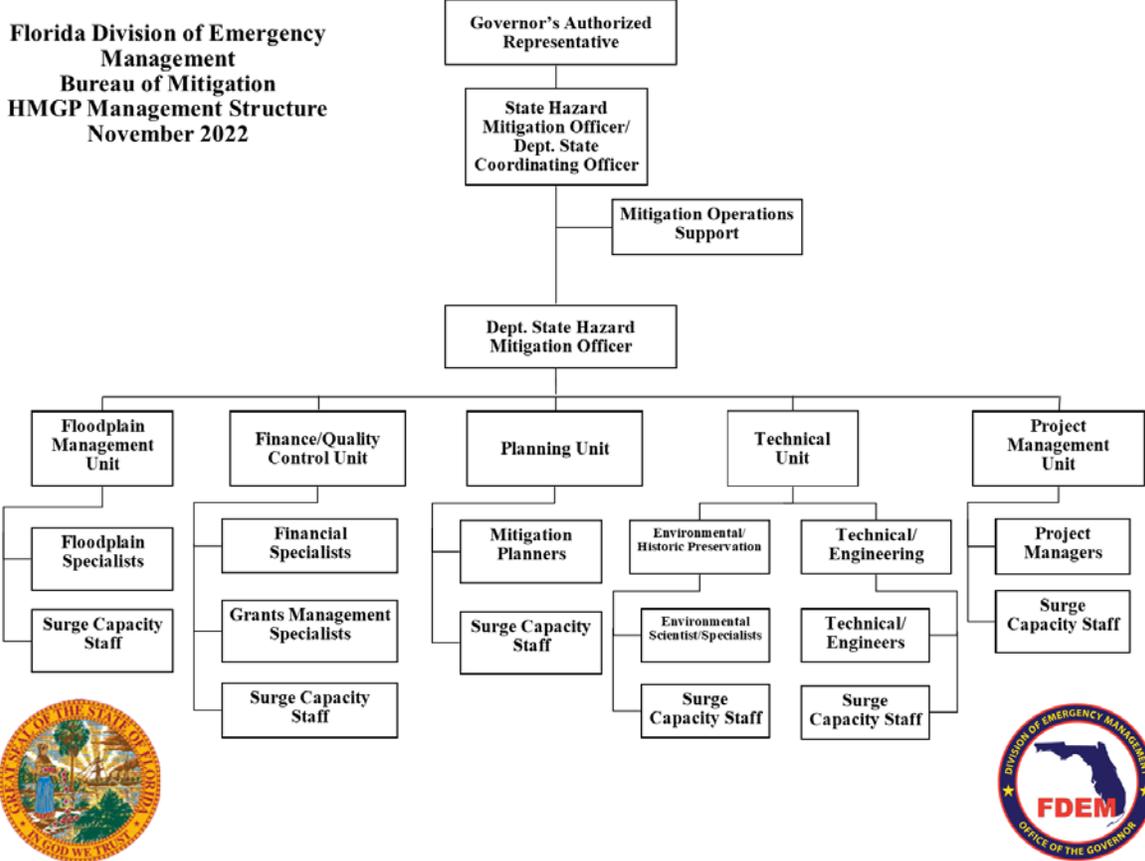
Attachment 2: Performance Measures

The chart below is to be completed as part of any Monitoring visits.

Measurable Item and Target	Met	/ Not Met	FEMA or State Comments
Application Review			
All submitted applications have a completed Minimum Criteria Checklist.			
Fewer than 5% of reviewed applications, amendments and post award changes had findings during monitoring visits.			
Quarterly programmatic and financial reports were provided within 30 days following the end of the quarter, or by the approved extension deadline.			
Mitigation Plan Monthly reports are submitted to FEMA by the last working day of each month to allow the Regional office adequate time to respond to the HQ Planning Report due monthly by the 15 th .			
The State completes the first review of each Local Mitigation Strategy plan within 45 days of receipt, whenever possible.			
For plans reviewed during monitoring, all plans are approvable pending adoption.			
Training requirements for staff are current (or actions have been taken by the Recipient for training compliance) at the time of this review.			
FEMA's review of 10% of completed plan reviews has no major findings.			
Audit reports with no major findings			

Attachment 3: FDEM Mitigation Organization Chart

**Florida Division of Emergency Management
Bureau of Mitigation
HMGP Management Structure
November 2022**



Attachment 4: Project Summary Worksheet

Project Summary Sheet

1	Disaster Number				
2	State Application ID#	()	<i>Manually change (do not use Autofill)</i>		
3	FEMA Project Number	- - ()			
Application Information (Tab)					
4	Recipient	FL-Statewide			
5	Sub-Recipient	(Button)			
6	County				
7	FIPS Code (Applicant ID)				
8	DUNS #				
9	Private Non-Profit	<input type="checkbox"/> Yes <input type="checkbox"/> No			
10	Community Identification (CID) number		Name:		
11	NFIP Participation	<input type="checkbox"/> Yes <input type="checkbox"/> No			
12	Last CAV Date				
13	Local Mitigation Plan	See State Planning Review			
14	Plan Type	Regular			
15	Plan Approval Date				
16	Plan Expiration Date				
17	Plan Title				
18	More Prepare info				
	POC Name				
	Title				
	Full Address				
	Email		Phone		
Project Info (Tab)					
19	Project Title				
20	Project Description (SOW)	See ENG REC RPT (Engineering Recommendation Report)			
21	Project Type(s) number	(ENG codes)			
22	County Code (list)				
23	Congressional District	FL-	FL Senate District:	FL House District:	
24	Community Code(s)	(Applicant)			
25	Hazard Type				
Work Schedule (Tab) <i>Total months for non-phased project 36 months (separate for Phase I and Phase II)</i>					
26	Milestones	Months from FEMA Award Letter Date	Months (Phase II)		
Cost Estimate (Tab) (Project Costs)		Item Name	Qty.	Unit	Project Costs
			1	LS	
			1	LS	
			1	LS	
			1	LS	
			1	LS	
			1	LS	
			1	LS	
Total Project Costs				\$ 0.00	
Project Management Costs included in the Cost Estimate <input type="checkbox"/> Yes <input type="checkbox"/> No (included only for disasters prior to 08/01/17, all others are listed under SRMC)				Amount:	

Match Sources (Tab)							
27	Federal Share %	%			\$		
28	Non-Federal Funding	%			\$		
		Source Agency (Type)	Source Name	Funding Type	Funds Availability date		
	(a)						
	(b)						
		Item Name (Funding Type)		Qty.	Unit	Unit Cost	
	(a)			1	LS		
	(b)			1	LS		
Sub-Recipient Management Costs (SRMC) See SRMC Request-signed							
29	SRMC Requested	<input type="checkbox"/> Yes		<input type="checkbox"/> No, Sub-Recipient declined SRMC for this project			
30	SRMC Amount	\$ Phase I		\$ Phase II or Non-Phased			
31	Pre-Award SRMC	<input type="checkbox"/> No	<input type="checkbox"/> Yes - Costs:	\$	Start Date:		
Cost Effectiveness (Tab)							
Cost Effectiveness Data		See State ENG REC RPT (Engineering Recommendation Report)					
	Ratio						
32	Data Project Cost:	\$ (Data Used on BCA table #2) <input type="checkbox"/> matches Project Cost requested					
Eligibility Review (Tab) Overview							
33	Eligibility Determination Criteria						
		Applicant	Project Type	Project Criteria	Cost Effectiveness	Code Compliance	
						Mitigation Plan Conformance	
34	Project Reviewer					Review Date:	
35	Recommended for Approval	<input type="checkbox"/> Yes, Project is Technically Feasible and Recommended				<input type="checkbox"/> No	
36	Env Checklist	See State Environmental NEMIS Checklist					
Property Site Inventory (Tab)							
37	Project Location(s) (Address)						
38	Latitude / Longitude						
39	Lat/Lon Verification	GPS					
Authorization (Tab)							
40	Authorized Applicant Agent (last, first)			Title			
		Applicant signature on file:		<input type="checkbox"/> Yes	<input type="checkbox"/> No		
41	Authorized Recipient Official	Anderson, Miles		Title	SHMO-Bureau Chief		
		Official signature on file:		<input type="checkbox"/> Yes	<input type="checkbox"/> No		
Other Project Information							
42	Alternative Action:						
43	Alternative Cost						
44	Why Alternative not selected						
45	Phased Projects	Phase I Costs			Phase II Costs		
46							
47							

Attachment 5: Minimum Criteria Checklists

Minimum Criteria Checklists for Project and Plan Subapplications

FEMA #:		State ID#:	
Title:			

Minimum Criteria Checklist for Project Sub-applications

Subapplication submitted to FEMA that do not contain at least the basic components listed below may be immediately denied because there is no method to determine eligibility without these data. Additional information may be requested during FEMA review. This information is required for all submittals, including potential substitutions, but further details may be requested to complete the subapplication.

Subapplication Component	Yes	No	Comment
Applicant and Subapplicant			
Are the Applicant and sub-applicant eligible?	<input type="checkbox"/>	<input type="checkbox"/>	
Plan Requirement			
Does the project conform to the State and Local Mitigation Plan under 44 CFR Part 201?	<input type="checkbox"/>	<input type="checkbox"/>	
Does the project conform to the Tribal Mitigation Plan under 44 CFR Part 201.7?	<input type="checkbox"/>	<input type="checkbox"/>	
Scope of Work			
Does the project address a problem that has been repetitive or a problem that poses a significant risk to public health and safety if left unsolved?	<input type="checkbox"/>	<input type="checkbox"/>	
Does the project consider long-term changes to the areas and entities it protects?	<input type="checkbox"/>	<input type="checkbox"/>	
Does the project have manageable future maintenance and modifications requirements?	<input type="checkbox"/>	<input type="checkbox"/>	
Does the project contribute to the extent practicable to a long-term solution to the problem it is intended to address?	<input type="checkbox"/>	<input type="checkbox"/>	
Does the project include site location, maps, and GPS coordinates?	<input type="checkbox"/>	<input type="checkbox"/>	
Does the project solve a problem independently or constitute a functional portion of a solution and is there assurance that the project as a whole will be completed? (Projects that merely identify or analyze hazards or problems are not eligible.)	<input type="checkbox"/>	<input type="checkbox"/>	
Cost Review			
Does the project include a detailed budget?	<input type="checkbox"/>	<input type="checkbox"/>	
Does the project identify information on cost-share and match sources?	<input type="checkbox"/>	<input type="checkbox"/>	

Subapplication Component	Yes	No	Comment
Schedule			
Does the project include a work schedule for 3 years or less that conforms to period of performance requirements?	<input type="checkbox"/>	<input type="checkbox"/>	
Cost-Effectiveness			
Does the project include a benefit-cost-analysis, or alternate cost-effectiveness documentation, such as Substantial Damage verification, and located in a riverine floodplain; or a narrative supporting cost-effectiveness and request for consideration under 5-percent HMGP discretionary funding?	<input type="checkbox"/>	<input type="checkbox"/>	
Is the project cost effective and does it substantially reduce the risk of future damage, hardship, loss, or suffering?	<input type="checkbox"/>	<input type="checkbox"/>	
Does the project cost more than the anticipated value of the reduction in both direct damages and subsequent negative impacts to the area if future disasters were to occur?	<input type="checkbox"/>	<input type="checkbox"/>	
Environmental and Historical Preservation			
Project includes information to demonstrate conformance with 44 CFR Part 9 and Part 10 (or FEMA Directive Number: FD 1080-1, <i>Environmental and Historic Preservation Planning, Responsibilities and Program Requirements</i>)?	<input type="checkbox"/>	<input type="checkbox"/>	
Project includes information and documentation required by the EHP Checklist, including all available information related to known historic, archaeological, or environmentally sensitive areas (e.g., Coastal Barrier Resources System Units or Otherwise Protected Areas)	<input type="checkbox"/>	<input type="checkbox"/>	
Project includes EHP information for each property identified in the subapplication, including the construction date for each property	<input type="checkbox"/>	<input type="checkbox"/>	
Project demonstrates and documents consideration of alternatives that avoid or minimize harm to the environmental or historic resources	<input type="checkbox"/>	<input type="checkbox"/>	
Project include documentation of all coordination, correspondence, consultation, or previous EHP reviews with appropriate Federal, State and local agencies	<input type="checkbox"/>	<input type="checkbox"/>	
Project include all known EHP costs	<input type="checkbox"/>	<input type="checkbox"/>	

Subapplication Component	Yes	No	Comment
Acquisition / Demolition / Relocation Information			
Does the project confirm compliance with timelines and all other criteria set forth in 44 CFR Part 80 requirements?	<input type="checkbox"/>	<input type="checkbox"/>	
Does the project include Voluntary Interest documentation for each property?	<input type="checkbox"/>	<input type="checkbox"/>	
For relocated projects, will the structure be relocated outside of the Special Flood Hazard Area?	<input type="checkbox"/>	<input type="checkbox"/>	
Elevation Information			
Does the project identify the Base Flood Elevation or Advisory Base Flood Elevation?	<input type="checkbox"/>	<input type="checkbox"/>	
Does the project include finished floor elevation (Elevation Certificate is preferred)?	<input type="checkbox"/>	<input type="checkbox"/>	
Does the project include proposed elevation height of the structure?	<input type="checkbox"/>	<input type="checkbox"/>	
Is the project consistent with the design and implementation of ASCE 24-14?	<input type="checkbox"/>	<input type="checkbox"/>	
Safe Room Information			
Does the project include the population size protected?	<input type="checkbox"/>	<input type="checkbox"/>	
Is the project consistent with the design and implementation criteria of FEMA P-320 or FEMA P-361?	<input type="checkbox"/>	<input type="checkbox"/>	
Wind Retrofit Information			
Does the project include the proposed level of protection as per FEMA P-804?	<input type="checkbox"/>	<input type="checkbox"/>	
Is the project consistent with the design and implementation criteria of FEMA P-804?	<input type="checkbox"/>	<input type="checkbox"/>	
Drainage Information			
Does the project include initial technical information to support size, costs, and local permitting requirements?	<input type="checkbox"/>	<input type="checkbox"/>	

Minimum Criteria Checklist for Planning Subapplications

Subapplications submitted to FEMA that do not contain at least the basic components listed below may be immediately denied because there is no method to determine eligibility without these data. Additional information may be requested during FEMA review prior to award if selected.

Subapplication Component	Yes	No	Comment
Subapplication Number and Title			
Scope of Work (SOW)			
Is the proposed mitigation planning activity, as described in the SOW, eligible for the program?	<input type="checkbox"/>	<input type="checkbox"/>	
Is the proposed planning activity described, including whether it will result in a new or updated hazard mitigation plan or enhance an existing mitigation plan in accordance with the FEMA Mitigation Planning regulation at 44 CFR Part 201 and HMA Guidance?	<input type="checkbox"/>	<input type="checkbox"/>	
Are participating jurisdiction(s) and private nonprofits, if applicable, identified and described?	<input type="checkbox"/>	<input type="checkbox"/>	
Does the narrative describe procedures to engage stakeholders and participating jurisdictions?	<input type="checkbox"/>	<input type="checkbox"/>	
Does the SOW discuss approaches, outcomes, and level of effort, including key milestones and schedule, and the relationship of each activity to the cost estimate?	<input type="checkbox"/>	<input type="checkbox"/>	
Mitigation Plan Updates			
Does the SOW describe the process that each jurisdiction will complete to review each section of the previous plan and address gaps, as needed; new information (including hazard, land use, and development trends); how the previous plan was implemented; and what process will be used?	<input type="checkbox"/>	<input type="checkbox"/>	
Schedule			
Does the application include a work schedule for 3 years or less that conforms to POP requirements and allows sufficient time for State or tribal and FEMA reviews; preparation of required revisions, if needed; formal adoption by the jurisdiction(s); and FEMA approval?	<input type="checkbox"/>	<input type="checkbox"/>	
Cost Review			
Does the application include a detailed cost estimate that supports the SOW and is reasonable for the jurisdiction(s) participating? <i>Lump-sum cost estimates are not eligible and will be NOT be accepted.</i>	<input type="checkbox"/>	<input type="checkbox"/>	
Does the application or subapplication identify information on the required non-Federal cost share and contribution sources?	<input type="checkbox"/>	<input type="checkbox"/>	

APPENDIX J: State Finance and Accounting Procedures

The following procedures were developed by the Florida Division of Emergency Management's (Division) Finance Unit, and cover the procedures required in 2 C.F.R. §200.302, 303, 305, 311, 315, 317, and 318

Process for Monthly Reconciliations

It is the responsibility of the Cash Manager for the Division of Emergency Management to perform monthly reconciliations of all the cash draws and returns by grant to the federal payment systems (**FEMA PARS, and HHS/PMS**).

On the last business day of the month, the cash manager retrieves the balance of each letter of credit grant account from the applicable federal system. The draw activity of each grant is then compared to grant reports received from the State of Florida Accounting System (**FLAIR**) to ensure that both systems are congruent. If they do not agree, a reconciliation is performed to determine the discrepancy. Any transactions that are in route to either system are considered and identified to assist in clearing the differences. Any correction needed to FLAIR is posted by grant in the accounting system upon determination. It is the responsibility of the cash manager if needed to contact their federal counter part to address any issues that may involve a correction to their applicable system.

The cash manager also maintains a ledger for each grant received and records the initial award, modifications to the award, all cash draws and all returns for the grant to the ledger. This ledger is also reconciled to the applicable federal system and to FLAIR for congruency.

Process for Handling Cash on Hand for Federal Awards

It is the responsibility of the Division's Cash Manager to daily monitor cash balances for all federal and state grants. If it is determined that there is cash on hand that will not be utilized within the required 72 hour (3 day) turn around, then the cash manager will proceed with returning the funds to the grantor or investing the excess cash in the state's investment pool.

The process for returning federal funds is different depending upon the federal system that is used to access cash. Grants accessed through the **Health and Human Services' Payment Management System (HHS)** are able to draw and return cash directly in the system. However, any return of cash must be offset with a cash draw so that the balance of the total draw is equal to at least one dollar. The system does not allow for a negative cash draw return. Therefore, it is the responsibility of the cash manager to monitor all cash balances, investigate if any excess cash is planned to be

used within 72 hours and/or process a return through an offset if payment requests will not be received in the required timeframe to use the excess cash balance. Since the HHS Payment Management System mandates an offset, if an offset is not able to be processed, the cash manager will proceed to process the return by way of a warrant totaling the excess cash amount that is made payable to the Department of Homeland Security-FEMA. The request is entered into the State of Florida's accounting system (FLAIR), approved by the Department of Financial Services for the State of Florida and a warrant is received in the Division of Emergency Management after their audit and approval. The warrant is then mailed to the federal entity.

Grants accessed through the **FEMA Payment and Reporting System (PARS)** are only able to handle cash draws. Offsetting is not an option in these systems. Therefore, after daily analysis of the cash balances, if payment requests will not be received to utilize any excess cash balances that have been identified, the cash manager will proceed to process the return by way of a warrant totaling the excess cash amount that is made payable to the applicable federal agency. The request is entered into the State of Florida's accounting system (FLAIR), approved by the Department of Financial Services for the State of Florida and a warrant is received in the Division of Emergency Management after their audit and approval. The warrant is then mailed to the federal entity.

It is important to note that the State of Florida requires approved budget authority provided by the Office of the Governor through the Office of Planning and Budget (OPB) to process any state warrants. If by chance sufficient authority is not already appropriated to the Division, a request for additional authority is submitted to OPB in order to process the return. As the request goes through the approval process, the cash manager continues to monitor the cash balances and process offsets as they become available or use the excess for payment requests that may be received.

Process for Tracking Funds

Upon request from the various program areas within the Division, an agency grant identifier is established in the State of Florida's Accounting System (FLAIR) to correlate to the grant identifier provided from the federal agency when funds have been awarded to the Division on behalf of the State of Florida. Also, an expansion option is established in the system and is assigned the correlating agency grant identifier. All transactions that enter the system utilizes these fields to track the revenue and expenditure activity associated to the federal award.

As payment activity is entered into FLAIR, it is recorded by grant, object code and category to identify the type of purchase and the associated state budget authority that is being used to process the payment request. The grant number identifies the award that is responsible for covering the cash need. Each night, the accounting system is updated to reflect the current day's activity. The next day, the cash manager reviews

current accounting reports that will reflect the cash needed to cover the payment request. This cash report reflects the current cash need by grant for the Division. Once this analysis is completed, the cash manager will then request the needed cash from the corresponding federal system to cover the need. Once the request is processed by the federal agency and received in the State of Florida Treasury, the draw is recorded into FLAIR to the appropriate grant to cover the deficit cash balance.

If refunds are received in the Division for a previous expenditure, the refund will also be recorded to the grant and expansion option that was utilized when the original payment was processed.

This established process allows the accounting office to monitor and prepare all appropriate federal financial reports by grant. Quarterly, reports are retrieved from the accounting system which reflects all cash drawn, payments recorded and refunds received for all awards received in the Division.



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

Approved:

A handwritten signature in black ink, appearing to be 'Rick Scott', written over a horizontal line.

Document #: SOP-FIN-001

Effective: 11/1/2017

Review: November

PROPERTY MANAGEMENT AND ACCOUNTABILITY POLICIES AND PROCEDURES

PURPOSE:

To ensure that all Division Tangible Personal Property and Attractive Property (as defined in this document) is properly accounted for at all times; to establish clear procedures for the purchase, issuance to personnel, tracking of location, annual inventory, surplus and disposal of Division Tangible Property.

AUTHORITY:

- Chapter 273, Florida Statutes
- Chapter 69I-72, Florida Administrative Code

SCOPE:

All bureaus and sections of the Division, and all Division owned property

REFERENCES:

- CFO Memorandum 05 (2011-2012)
- Florida Department of Financial Services FLAIR Procedures Manual, Chapter 500: Asset Management
- Florida Department of Financial Services Statewide Object Code List

DEFINITIONS:

ATTRACTIVE PROPERTY: Information Technology and Management equipment (laptop and desktop computers) that cost less than the capitalization threshold of \$1,000, as set by CFO Memorandum 05 (2011-2012), but have been identified by the Division for tracking in the FLAIR Property Subsystem.

FLAIR: The Florida Accounting Information Resource (FLAIR) is a double entry, computer-based, general ledger accounting system, which is utilized to perform the State's accounting and financial management functions.

FLAIR PROPERTY SUBSYSTEM: A subsystem of FLAIR where detailed accounting information related to property is recorded. All accounting information in the FLAIR Property Subsystem relates directly to the Division's financial statement and is the official state record of the Division's property.

MY FLORIDA MARKET PLACE (MFMP): The State of Florida's eProcurement system.

PROPERTY DECAL: An identification tag that displays a Property Number and bar code that identifies the item. All Tangible Personal Property and Attractive Property that is maintained in the FLAIR Property Subsystem receives a property decal.

PROPERTY ITEM: A general term for referencing either Tangible Personal Property or Attractive Property.

PROPERTY ITEM NUMBER: An assigned number used to identify a Property Item for tracking and inventory in the FLAIR Property Subsystem.

PROPERTY MASTER FILE: Within the FLAIR property subsystem, the file that contains all of the Division's Property Records. Update functions may be used to modify non-accounting data and limited accounting data.

PROPERTY PENDING FILE: Within the FLAIR property subsystem, a temporary "holding" file that contains property related records that have not been completed (i.e., both the accounting and non-accounting data is not recorded, or the record might be "incorrect" in some way).

SCRAP PROPERTY: Property that is determined to be of no further use to the Division and holds no further value or would be costly to dispose of as surplus property. It should be disposed of and removed from the FLAIR Property Subsystem.

SURPLUS PROPERTY: Property that is determined to be of no further use to the Division, but still holds value, offered to other state agencies or non-profit organizations for their use and is removed from the FLAIR Property Subsystem.

TANGIBLE PERSONAL PROPERTY: Furniture or equipment that is moveable and non-consumable in nature, and valued at or over \$1,000 dollars with an estimated life of greater than one year; books and other reference materials not circulated to students or the general public valued at \$250 or more.

GENERAL:

Chapter 273, F.S. and **Chapter 69I-72, F.A.C.**, regulate the acquisition, accountability, control, transfer, and disposal of all Tangible Personal Property and Attractive Property.

CFO Memorandum 05 (2011-2012), provides guidance relating to the proper accounting and reporting of payments made by state agencies for the acquisition of property.

Florida Department of Financial Services FLAIR Procedures Manual, Chapter 500: Asset Management, provides detailed procedural guidance for the FLAIR Property Subsystem.

Florida Department of Financial Services Statewide Object Code List, provides the full list of object codes used to classify purchases.

FORMS:

- Property Receiving Report
- Issuing Property Receipt
- Property Disposal Form
- Notification of Missing Property
- Property Move Notification Form

SECTION 1 ROLES AND RESPONSIBILITIES

Division Finance is responsible for ensuring that all Tangible Personal Property and Attractive Property is recorded in the FLAIR Property Subsystem.

1.1. PROPERTY CUSTODIAN

The Property Custodian is responsible for recording and maintaining all Division Property records in the FLAIR Property Subsystem. The Division Director as delegated by the Governor is the Property Custodian. The Division Director may delegate this authority.

1.2. FINANCE PROPERTY OFFICER (FPO)

Division Finance will designate a Finance Property Officer (FPO), who will be responsible for completing Receiving Reports, maintaining the FLAIR Property Master File, affixing Property Decals on all Tangible Personal Property and Attractive Property recorded in the FLAIR Property Subsystem, conducting an annual Property Inventory, and arranging for the disposition of Surplus and Scrap Property.

The FPO will keep a log for each Property Item containing:

- The Funding source
- Calendar date of the Purchase Order (P.O.) issuance
- Date the Property Item was received, either in the mailroom, remote location, or when shipped directly to requestor
- Date the Property Decal was placed on the Property Item
- Date the Property Item appears in FLAIR Property Pending File
- Date all non-accounting data is input for the Property Item in the FLAIR Property Master File
- Date of Property Item status changes: i.e., surplus, disposed of, transferred or otherwise deleted from the FLAIR Property Master File

1.3. BUREAU FINANCIAL SPECIALIST (BFS)

Each bureau has a BFS who verifies the coding on requisitions and enters requisitions in My Florida Market Place (MFMP). The BFS will process any invoices for Property only after the Property has been received and inspected.

1.4. STATE LOGISTICS RESPONSE CENTER (SLRC)

The SLRC will assign a **Property Officer** (PO) to be responsible for the receiving and issuing of Tangible Personal Property and Attractive Property assigned to the SLRC. If equipment is received at the SLRC rather than the Tallahassee offices, the PO will complete and submit the Receiving Report to the FPO and will affix Property Decals to the equipment.

1.5. REMOTE LOCATIONS

When a remote location such as a **Joint Field Office** (JFO), **Logistical Staging Area** (LSA), or **Disaster Recover Center** (DRC) is established, a **Logistics Property Officer** (LPO) shall be assigned at the remote location to receive and issue property. Information regarding property assignments to personnel and when the property was returned is then reported to the FPO. The FPO enters any relevant information including the remote location property changes into the FLAIR Property Subsystem accordingly, if needed.

SECTION 2 PROCEDURES

2.1. PURCHASING REQUISITIONS

Purchase requisitions are the first step to identify property that should be recorded in the FLAIR Property Subsystem. Property items that meet the definition of Tangible Personal Property are coded with object code 5XXXXX. Requestors are responsible to ensure that purchase requisitions are clearly written in common, well-defined language and the description of the items being purchased are in such detail that Tangible Property can be distinguished from other non-tangible property on the requisition on a line by line basis. If deemed insufficient for processing, the requisition will be sent back to the requestor for revision. All requisitions must have the appropriate FLAIR coding and object code 5XXXXX must be used for all Tangible Property required to be recorded in the FLAIR Property Subsystem, with the exception of Attractive Property items, which are given object code 519032. Refer to the ***Florida Department of Financial Services Statewide Object Code List*** for assistance in determining appropriate object codes for purchases.

2.1.1. ASSEMBLED PROPERTY

If items are bought separately, but will be assembled together to make a single object which cannot function as separate items (e.g., a modular desk or computer equipment), and the total value of all items which make up the final object is \$1,000 or more, then each item should be noted and coded with an object code appropriate to the final assembled object. (***See 69I-72.003(2), F.A.C.***)

2.1.2. ANCILLARY CHARGES

Ancillary charges that are required to place a Property Item into its intended location and in condition for use may be included in the cost of the Property Item. Ancillary charges include costs that are directly attributable to the asset acquisition—such as freight and transportation charges, site preparation costs, and professional fees. However, if a purchase will be made and within that purchase is included setup costs, fees, etc. that are completed by an outside third party vendor (i.e., contractor) then a different Object Code may be used to separately account for these contractor expenditures. Ancillary charges should be clearly noted in the purchase requisition and coded with an object code appropriate to the Property Item being requested. See ***CFO Memorandum 05 (2011-2012)***.

2.1.3. FPO APPROVAL FLOW PROCEDURE

When the **Bureau Financial Specialist (BFS)** enters a requisition in My Florida Market Place (MFMP) containing an item coded as property, the FPO is automatically added to the approval flow to review, assign Property Item Numbers as needed to all Property Items, and approve the requisition. After approval in MFMP, the FPO should print a

copy of the requisition and associated quotes to keep on file. This process should be completed within 24 hours of the FPO receiving notification of a pending requisition in MFMP. If unable to approve the requisition within that time, the FPO will notify their supervisor. Once all necessary approvals are given, requisitions become **Purchase Orders (P.O.)** in MFMP. The FPO will print a copy of the P.O., attach it to the Requisition for the desk file, and generate a Receiving Report (see **Section 2.2**). The FPO maintains the requisition/P.O. copies in a desk file titled "Receipt Pending" until the Division receives the property.

2.2. RECEIVING REPORT

The Receiving Report should include a common language description of the property item, a model number, the manufacturer, serial number (if applicable), the assigned Property Item Number, funding source, and any other information deemed necessary. A location should be recorded, which will include the building name and room number of where the property will be moved to, if known at the time of receipt, otherwise the mailroom shall be the location recorded and any movement of property from the mailroom should follow the procedures in **Section 2.5**. The LPO designees for remote locations must also include the County, City, and DEM region where the property is located.

2.2.1. REQUIRED SIGNATURES

The FPO, BFS who entered the requisition, and the original requestor/receiver who submitted the requisition must sign the Receiving Report. FPO may have their supervisor sign in their absence. If unavailable, the original requestor may designate someone to sign for them.

2.3. RECEIVING AND TAGGING PROPERTY

When receiving Tangible Personal Property and Attractive Property in the mailroom, the mailroom notifies the BFS that property has been received. The BFS notifies the FPO that property items have been received. Before the items leave the mailroom, the items should be inspected by the Requestor or a designee, who signs the Receiving Report kept by the FPO acknowledging that the items are acceptable. Any missing or damaged items on the requisition should be noted on the Receiving Report. The FPO will then place Property Decals or "Tag" the items (following the guidelines set by **691-72.004, F.A.C.**) and complete the Receiving Report. Once the receiving report is complete, the FPO retains the original and sends copies of the receiving report to the BFS and Requestor for their records. The Requestor is then free to remove the property items from the mailroom. Under non-emergency conditions, the FPO will have five (5) business days after notification of receipt from the BFS to complete this process.

2.3.1. PROPERTY RECEIVED OUTSIDE OF THE MAILROOM

For Property items, such as furniture or vehicles, that are shipped directly to the requestor and not received in the mailroom, the requestor shall immediately notify the

BFS and FPO that the property has been received and all parties will follow the same procedures outlined in **Section 2.3** to place property decals and complete and distribute the Receiving Report. The FPO will have five (5) business days after notification of receipt from the requestor to complete the process outlined in **Section 2.3**.

2.3.2. PROPERTY RECEIVED AT REMOTE LOCATIONS

For Tangible Personal Property shipped directly to locations other than Tallahassee, the FPO will send property decals to the designated LPO at the remote location. The LPO will have five (5) business days after receipt of the property to complete a Receiving Report, and send the Receiving Report to the FPO in Tallahassee. The LPO at the remote location will affix property decals to the appropriate property, following the guidelines set by **69I-72.004, F.A.C.** and send photographs of the affixed Property Decals and Serial Numbers for each tagged Property Item to the FPO.

2.4. FLAIR PROPERTY SUBSYSTEM

Once a property item has been received, the BFS who entered the original P.O. will update MFMP and process the P.O. for payment. Once payment has been made, an entry will appear in the Property Pending File in the FLAIR Property Subsystem.

2.4.1. PROPERTY PENDING FILE

The Property Pending entry contains all of the accounting information associated with a property item. The FPO will log the date the entry appeared in the Property Pending File (The Property Pending Date), and review the entry to identify the corresponding property item; this may require waiting for a copy of the voucher schedule to become available in the Scan Voucher share drive (identified by the Primary Document number of the Property Pending entry). Once the voucher is available, print a copy of the voucher schedule, warrant, and invoices corresponding to the property item and attach them to the desk file of the P.O. associated with the Property Item.

2.4.2. PROCESSING THE PROPERTY PENDING FILE PT.1

Once reviewed, the FPO will process the Property Pending entry by entering the assigned Property Item Number and changing the GL code to 27600 (General Ledger code for all Furniture and Equipment). See Florida Department of Financial Services FLAIR Procedures Manual, Chapter 500: Asset Management, for a more detailed explanation of the Property Pending File.

2.4.3. PROCESSING THE PROPERTY PENDING FILE PT. 2

The Property Master File will update overnight any Property Pending entries that have been processed that day, the next day the FPO should verify that the Property Master File has been updated correctly. The FPO will then add any non-accounting data needed to complete the property record and log the date the record was completed.

The FPO will have two weeks from the Property Pending Date to ensure the property record is complete and accurate.

2.5. ISSUANCE OF PROPERTY

2.5.1. INFORMATION TECHNOLOGY AND MANAGEMENT PROPERTY

Computer equipment that meets the definition of Tangible Personal or Attractive Property will be managed and issued by **Information Technology and Management (ITM)**.

For issuance of computer equipment, either temporarily or permanently, an Issuing Property Receipt will be completed by ITM and signed by the employee or contractor to whom the equipment was issued. ITM will then email a notification to the “DEM Property Officer List”, which includes the FPO, of the issued Property Item (as identified by the number on the Property Decal and Serial Number) and the name and office location of the employee or contractor the property is issued to.

The FPO will update the location in the property master file in FLAIR and record the name of the employee or contractor the computer was issued to in the “Property Unique” field.

2.5.2. FLEET VEHICLES

Vehicles that meet the definition of Tangible Personal Property will be managed and issued by the Fleet Manager, in the Director’s Office, and will follow the receiving and tagging procedures outlined above with the addition the Fleet Manager may, at their discretion, designate an “EM” identification number to a vehicle. If an EM number is designated to a vehicle, the Fleet Manager will notify the FPO so it can be noted in the property records.

For issuance of Fleet Vehicles, an Issuing Property Receipt will be completed by the Fleet Manager and signed by the employee or contractor to whom the vehicle was issued. The Fleet Manager will then email a notification to the “DEM Property Officer List”, which includes the FPO, of the issued vehicle (as identified by the number on the Property Decal, VIN, EM designation, and license plate number) and the name and office location of the employee or contractor the vehicle is issued to. If the employee is based at a remote location or at their home, include the County, City, and DEM region of the remote location or home address. This does not include the temporary use of fleet vehicles for travel by DEM employees.

The FPO will update the location in the property master file in FLAIR and record the name of the employee or contractor the vehicle was issued to in the “Property Unique” field.

2.5.3. COMMUNICATION, MEDICAL, AND ALL OTHER EQUIPMENT

Communication and medical equipment that meet the definition of Tangible Personal Property will be managed by the various sections within the Division and will follow the receiving and tagging procedures outlined above.

For issuance of equipment to an employee, an Issuing Property Receipt will be completed by the issuing section and signed by the employee or contractor to whom the equipment was issued. The issuing section will then email a notification to the "DEM Property Officer List", which includes the FPO and LPO, of the issued Property Item (as identified by the number on the Property Decal and Serial Number) and the name and office location of the employee the property is issued to.

The FPO will update the location in the property master file in FLAIR and record the name of the employee or contractor the equipment was issued to in the "Property Unique" field.

2.6. RELOCATION OF PROPERTY ITEMS

2.6.1. MOVEMENT OR RE-LOCATION OF STAFF

Movement or re-location of staff will be reported to the Human Resources Office. The Human Resources Office will notify the FPO, who then updates the FLAIR Property Master File.

It is the responsibility of each employee to relocate all equipment issued to them to their new location or to return equipment that is no longer being used to the issuing party. It is assumed, unless otherwise notified, that all equipment on record as issued to the employee will be relocated to the employee's new location.

2.6.2. MOVEMENT OF ITM PROPERTY

The movement of any ITM Tangible Personal Property or Attractive Property that is not assigned to an employee and the return of Property from an employee, is reported by ITM by sending an e-mail notification to the "DEM Property Officer List" which includes the FPO. The FPO will then update the FLAIR Property Master File.

2.6.3. MOVEMENT OF FLEET PROPERTY

The movement of any Fleet Tangible Personal Property that is not assigned to an employee, and the return of Property from an employee, excluding temporary use by employees for travel purposes, is reported by the Fleet Manager by sending an e-mail notification to the "DEM Property Officer List" which includes the FPO. The FPO will then update the location in the FLAIR Property Master File.

2.6.4. MOVEMENT OF PROPERTY NOT ASSIGNED TO EMPLOYEES

The movement of all other Tangible Personal Property which is not assigned to an employee is reported by the responsible Bureau/Section by sending an e-mail notification to the "DEM Property Officer List" which includes the FPO. The FPO will then update the location in the FLAIR Property Master File.

2.6.5. EMPLOYEE SEPARATION FROM THE DIVISION

When separating from the Division, personnel are required to turn in all issued Tangible Personal or Attractive Property on their last day of work to the appropriate areas within the Division.

Any Property not returned to the appropriate areas within the Division upon separation with the Division will be considered STOLEN property and will be handled according to the procedures outlined in **Section 2.8**

2.7. PROPERTY INVENTORY

2.7.1. INVENTORY REQUIREMENTS

By June 30th of each year, Division Finance will complete an inventory of all Division Tangible Personal and Attractive Property. The inventory will verify: serial numbers, name of the person assigned responsibility for the property, the class code, description, make, and manufacturer, if applicable, year and model, if applicable, property decal numbers, physical location of the property, and assess the condition of each Property Item. The FPO may also conduct spot checks, at their discretion, to ensure that the property is located where assigned and that it is in serviceable condition.

2.7.2. UNLOCATED ITEMS

Items not located during the inventory process shall be promptly reported to the Property Custodian or the custodian's designee (who shall be an individual other than the custodian's delegate responsible for the unaccounted for property) and the custodian shall cause a thorough investigation to be made. The finalized inventory report will be presented to the Financial Administrator for approval, the Inspector General for review and then forwarded to the Division's Deputy Director.

2.8. LOST, STOLEN, OR DAMAGED PROPERTY

2.8.1. REPORTING LOST, STOLEN, OR DAMAGED PROPERTY

Lost, stolen, or damaged Tangible Personal or Attractive Property will be immediately reported to the employee's supervisor and the Property Custodian accompanied by a full report as to the circumstances. Investigations will be conducted by the employee's supervisor and the FPO. If the investigation determines that the item was stolen, the individual property record shall be so noted and a report filed with the appropriate law

enforcement agency describing the missing item and the circumstances surrounding its disappearance. Any lost, stolen, or damaged Property containing Division data must also comply with the Division's Computer Security Incident Management Policy SOP-ITM-002

2.8.2. PHOTOGRAPH DAMAGE

Photographs of any damaged equipment must be provided and will be attached to the Notification of Missing Property Form (Section 2.8.4). Damaged equipment will be either repaired or replaced based on service contract or warranty.

2.8.3. NEGLIGENCE OR MISUSE

A determination of negligence or misuse will be made by the employee's supervisor and the FPO in conjunction with the Inspector General's Office. Individuals may be personally responsible for full repair or replacement cost to the Division if the property is found to be damaged, lost, or stolen as a result of neglect or misuse. The replacement or repair cost of the property will be determined by the Division at the time of the loss. Any payments will be made directly to the Division by personal check, bank check or money order within 30 days. Note that in some instances, an insurance claim may also be required.

2.8.4. NOTIFICATION OF MISSING PROPERTY FORM

At the conclusion of all investigations, a Notification of Missing Property form will be filled out and signed by the responsible employee, their supervisor and the Property Custodian and filed with the Property records.

2.9. DISPOSAL OF PROPERTY

2.9.1. SURPLUS PROPERTY COMMITTEE REVIEW

All property determined to be in excess of the needs of the Division of Emergency Management will be reported to the FPO for determination of the proper method of disposal. The FPO will complete a "Property Disposal Form" which describes the property and a recommended method of disposal and presents that to a Surplus Property Committee as required by Section 273.05, Florida Statutes. The Committee reviews and approves the proposal and the Property Custodian signs the Property Disposal Form.

2.9.2. SALE OF SURPLUS PROPERTY

If it is determined that another state agency or other governmental entity is willing to purchase surplus property, the sale will take place by obtaining a purchase order from the Purchasing Unit within Division Finance. When it is determined that a public sale of surplus property is in the best interest of the Division, the procedure will be by formal sealed bid or by informal written offers.

2.9.3. OFFER TO OTHER STATE AGENCIES AT NO COST

A listing of surplus property may be forwarded to other state agencies. If another agency would like the property, a transfer will be made at no cost to the receiving agency. Signed receipts are required when the property is transferred.

2.9.4. DONATIONS AND OTHER TRANSFERS

Items may be donated to a private non-profit agency as defined in **Section 273.01(3), Florida Statutes**. Items may be transferred to other governmental entities without cost.

2.9.5. TRADE-INS

When acquiring property, the Division may exchange surplus property with the seller for all or part of the purchase price.

2.9.6. CANNIBALIZING

The Surplus Property Committee may authorize the removal of parts from surplus property that can be used for the maintenance of other property.

2.9.7. SCRAP PROPERTY

When property items are in scrap condition, they will be disposed of by taking them to a scrap dealer, a recycling center, trash receptacle or landfill. Two employees must carry out this process and sign a disposition letter. Any proceeds from this disposition will be documented and forwarded to the FPO and Division Finance.

2.9.8. DISPOSITION OF MOTOR VEHICLES

The Division will request approval of the Deputy Director prior to the disposition of any motor vehicles. Disposition of Motor Vehicles is guided by **Chapter 60B-3, Florida Administrative Code** and **Section 273.055, Florida Statutes**. In addition, all motor vehicle dispositions must comply with DMS requirements prior to disposal.

2.9.9. INVENTORY RECORDS

Inventory Records of disposed surplus items will be transferred to an inactive and disposed property file and maintained in accordance with rules by the Auditor General and the Department of Financial Services. The documentation for any disposal of Tangible Personal Property identified above must be submitted to the FPO in Division Finance. The FPO is to ensure all Department of Financial (DFS) regulations for disposition of property have been met and the appropriate adjustments to the FLAIR Property Subsystem have been made. The FPO will maintain a record for all disposition of tangible property to support actions taken in the FLAIR Property Subsystem.



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

Approved:

Document #: SOP-FIN-006

Effective:

Review:

PROCUREMENT POLICY AND PROCEDURES

PURPOSE:

To provide uniform processes for the procurement of commodities and services in accordance with **Chapter 287, Florida Statutes (F.S.)**, and **Rule Chapter 60A-1, Florida Administrative Code (F.A.C.)**. This sets forth Division of Emergency Management (Division) processes, which supplement law and rule and are followed by Division units.

AUTHORITY:

- Chapter 215, Florida Statutes
- Chapter 282, Florida Statutes
- Chapter 287, Florida Statutes
- Chapter 60A-1, Florida Administrative Code

SCOPE:

This policy and procedures applies to all Division and contracted employees involved in procurement functions for the Division.

REFERENCES:

- Sections 215.90-97, F.S., Florida Financial Management Information System Act;
- Sections 216.311-313. F.S., Unauthorized Contracts;
- Sections 287.001-136, F.S., Procurement of Commodities, Insurance, and Contractual Services;
- Agency for State Technology, Administrative Rules;
- Department of Financial Services, Reference Guide for State Expenditures: http://www.myfloridacfo.com/aadir/reference_guide/;

- DFS Numbered Memoranda:
<http://www.myfloridacfo.com/Division/AA/Memos/default.htm>; and,
- DMS State Purchasing Numbered Memoranda:
http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_memos_rules_and_statutes/state_purchasing_numbered_memoranda.

PRINCIPLES

The Division has established a procurement policy that adheres to the following principles:

- Legality and Ethics: Strict adherence to the requirements of the law, unaffected by personal gain or personal relationships;
- Effective Services: Getting Division users what they need when they need it;
- Efficiency: Achieving maximum values with minimum resources and time;
- Economy: Obtaining maximum benefit for the dollars expended;
- Fairness: Offering competitive opportunities to the maximum number of contractors and suppliers; and,
- Diversity: In keeping with the One Florida Initiative, encouraging supplier diversity and efforts to prevent discrimination in the procurement process.

DEFINITIONS:

All definitions in **Section 287.012, F.S.**, and **Rule 60A-1.001, F.A.C.**, apply to this Policy and Procedures.

Agency Clerk: Position within the Division who is responsible for receiving, date stamping, recording and notifying Division staff of formal protests.

Agency (Division) Term Contract (ATC): An agreement executed by the Division with a contract vendor(s) to provide an indefinite quantity of specified commodities or services on an as-needed basis for a specified period of time.

Attractive Property: Information Technology and Management equipment (laptop and desktop computers) that costs less than the capitalization thresholds of \$1,000, as set by **CFO Memorandum 05 (2011-2012)**, but have been identified by the Division for tracking in the FLAIR Property Subsystem.

Categories, Purchasing Threshold: Categories related to specific dollar amounts established by **Section 287.017, F.S.**

Commodity (Class & Group) Code: A six-digit code maintained by the Department of Management Services (DMS) that is used to classify purchases of commodities and contractual services. This code is required on all written agreements, MyFloridaMarketPlace (MFMP) requisitions, and Purchase Orders.

Competitive Solicitation: The process of requesting and receiving two or more sealed bids, proposals, or replies submitted by responsive vendors in accordance with the terms of a competitive process authorized by **Section 287.057(1), F.S.**

Contract: a mutually binding legal relationship evidenced by a written agreement obligating a Contractor to furnish commodities or contractual services to the Department, an agency, an eligible user, or another state. A Contract requires signatures of all parties. **Contract Vendor (Vendor, Contractor, Consultant):** A person or entity that agrees to provide commodities or services to the Division.

Division: The Florida Division of Emergency Management.

Discretionary Purchase: A purchase of commodities/services in accordance with **Chapter 60A-1.002, F.A.C.**, that does not exceed the dollar amount of Category Two (currently \$35,000) and will not be acquired from any existing contract, PRIDE, RESPECT, or exempt source.

DMS State Term Contract: An indefinite quantity term agreement executed by DMS, State Purchasing, with a contract vendor(s) to provide specific commodities or services to agencies on an as-needed basis for a specified period of time.

Electronic Procurement (eProcurement): A term that applies to an Internet-based procurement system that is designed to streamline interactions between contract vendors and state government entities to contract for the purchase of commodities or services.

Emergency Purchase: A purchase of commodities or contractual services, in excess of the threshold dollar amount for Category Two, necessitated by a sudden unexpected turn of events (act of God, riot, fires, floods, accidents, or any circumstances or causes beyond the control of the Division in the normal conduct of its business) where an immediate danger to the public health, safety, or welfare, or substantial loss to the State requires emergency action.

Encumbrance: Reserving the funds for a particular procurement transaction. An encumbrance represents a financial commitment of the State of Florida.

eQuote: A tool in the MFMP system that allows vendors to respond with an electronic price quotation for needed commodities or services.

Extension: Adding a period of up to 6 months to the ending date of a contract for commodities or contractual services. In accordance with **Section 287.057(12), F.S.**, contract extensions shall be in writing and subject to the same terms and conditions set forth in the initial contract and any written amendments.

FLAIR Property Subsystem: A subsystem of the State's Florida Accounting and Information Resource (FLAIR) system where detailed accounting information related to property is recorded. All accounting information in the FLAIR Property Subsystem relates directly to the Division's financial statement and is the official record of the Division's property.

Florida Accountability and Contract Tracking System (FACTS): A state contract management system created pursuant to *Section 215.985, F.S.*, and *Chief Financial Officer (CFO) Agency Addressed Memo No. 37(2011-12)*, to provide public access to a statewide contract reporting system.

Informal Bid: A written or oral price quotation not requiring a public opening at a specified time or date.

Informal Proposal: A written technical and price proposal not requiring a public opening at a specified time or date.

Invitation to Bid (ITB): A competitive solicitation process that utilizes a written solicitation for competitive sealed bids. The ITB is used when the agency is capable of specifically defining the scope of work for which a contractual service is required or when the agency is capable of establishing precise specifications defining the actual commodity or group of commodities required. Bids are evaluated strictly against the terms and conditions of the ITB, and bid prices submitted. See *Section 287.057(1)(a), F.S.*

Invitation to Negotiate (ITN): A competitive solicitation process utilizing a written solicitation that is intended to determine the best method for achieving a specific goal or solving a particular problem and identifies responsive vendors with which the agency may negotiate in order to receive the best value in the procurement of commodities or contractual services. See *Section 287.057(1)(c), F.S.*

Multi-Function Device (MFD): An office machine that incorporates the functionality of multiple devices into one and that generally provides centralized document management, distribution, and production in an office setting. MFDs may act as a combination of some or all of the following devices: printer, copier, scanner, fax, and in some cases store e-mails.

MyFloridaMarketPlace (MFMP): The name of the eProcurement system being utilized by the State of Florida.

MyFloridaMarketPlace (MFMP) Vendor Bid System: Vendor administration system that can be used to look up detailed information on a vendor including: location, commodity codes, minority codes, etc.

Non-Catalog Requisition: A requisition created for an item(s) not listed in a DMS state term contract catalog, nor a related "Punch-out" Internet website catalog linked to the MFMP system. When creating a MFMP non-catalog requisition the user must manually enter the detail information for the desired items.

Office of Supplier Diversity (OSD): An office within DMS that certifies MBE vendors, encourages greater accountability of state agencies on the use of MBE vendors, and provides appraisal and reviews on programs.

Outsource: The process of contracting with a vendor to provide a service or an activity while a state agency retains the responsibility and accountability for the service or activity and there is a transfer of management responsibility for the delivery of resources and the performance of those resources.

PRIDE Enterprises: Florida's prison industry program currently operated by Prison Rehabilitative Industries and Diversified Enterprises (PRIDE), a nonprofit corporation.

Procurement Agent (Purchasing Agent, Contractual Services Agent): An employee of the Division who is authorized to engage in procurement activities on behalf of the Division, to issue requests for quotes and approve purchase orders.

Division Procurement (Purchasing Office): An office located in Division Finance established to provide for the procurement of commodities and services. These responsibilities include assuring that procurements of commodities and services are accomplished in accordance with Division policies, procedures, and applicable state law.

Project Manager (Contract Manager): A Division employee responsible for enforcing performance of the contract terms and conditions, serving as liaison with the contract vendor, and ensuring that the contractual terms have been complied with prior to processing the invoice for payment.

Purchase Order (P.O.): A contract document issued by a Division Procurement that is used to contract with a vendor for the delivery of specified commodities or services at a specified price, location, and within a specified time period.

Purchase Request Form (PRF): An electronic form that is used by all Division offices to identify desired commodities/services and provide notice to Division Procurement of a need to have a purchase order issued in accordance with applicable laws, rules, and procedures. A PRF is required for all purchases no matter the method of payment. (See Appendix A – also available on SharePoint).

Purchasing Card (Pcard): A payment card method established by the Division for low cost procurements made in accordance with the guidelines provided in these procedures. The Pcard is intended to serve as a prompt and convenient method of obtaining low cost materials, supplies, or services.

Renewal: Contracting with the same vendor, under the terms and conditions established in the original contract and any written amendments, for an additional period of time after the initial contract period. This can only be done if the original contract terms include a provision specifying that the contract may be renewed.

Request For Information (RFI): A written request made by an agency to vendors for information concerning commodities or contractual services. Responses to these requests are not offers and may not be accepted by the agency to form a binding contract.

Request For Proposals (RFP): A competitive solicitation process that utilizes a written solicitation for competitive sealed proposals. The RFP is used when the purposes and uses for which the commodity, group of commodities, or contractual services being sought can be specifically defined and the agency is capable of identifying necessary deliverables. Various combinations or versions of commodities or contractual services may be proposed by a responsive vendor to meet the terms and conditions of the solicitation document. See **Section 287.057(1)(b), F.S.**

Request For Quote (RFQ): A request for written pricing or services information from a DMS state term contract vendor for commodities or contractual services available from that contract vendor on a DMS state term contract.

Requester: The MFMP user who creates the requisition when a need to procure commodities or services is established, or a person requesting or processing the purchase of a commodity or contractual service.

RESPECT: Rehabilitative Enterprises, Services and Products of Florida (RESPECT), was established by the 1974 Florida Legislature to provide blind and other severely handicapped individuals with employment and the opportunity to lead rewarding lives.

Scrutinized Company: Pursuant to **Section 215.473, F.S.**, a company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Pursuant to **Section 287.135, F.S.**, a company that is on either of the Scrutinized Companies lists may not bid on, submit a proposal for, or enter into or renew a contract for goods or services of \$1 million or more.

Services: As used in this manual, means 'contractual services' as defined in Section 287.012, F.S., to be the rendering by a vendor of its time and effort rather than the furnishing of specific commodities.

Signatories: Persons legally authorized to sign a contract on behalf of the contract vendor or the Division.

State Purchasing: An office within the DMS that establishes rules for purchasing commodities and services.

State Purchasing Agreements (SPAs): A program established by DMS State Purchasing to provide non-mandatory price agreements to purchase commodities or services in an amount not to exceed Category Two.

Tangible Personal Property: Furniture or equipment that is moveable and non-consumable in nature, and valued at or over \$1,000, with an estimated life of greater

than one year; books and other reference materials not circulated to students or the general public valued at \$250 or more.

Vendor Bid System (VBS): The Internet site maintained by the DMS where advertisements for commodities and contractual services solicitations, notices of agency decisions, and other matters related to procurement are electronically posted and appear at:

http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/mfmp_vendor_bid_system_vbs.

GENERAL:

Florida law recognizes that fair and open competition is a basic tenet of public procurement; that such competition reduces the appearance and opportunity for favoritism and inspires public confidence that contracts are awarded equitably and economically; and that documentation of the acts taken and effective monitoring mechanisms are important means of curbing any improprieties in the process by which commodities and contractual services are procured. It is essential to the effective and ethical procurement of commodities and contractual services that there be a system of uniform procedures to be utilized in managing and procuring commodities and contractual services; that detailed justification of Division decisions in the procurement of commodities and contractual services be maintained; and that adherence by the Division and the contract vendor to specific ethical considerations be required.

Chapter 287, F.S., gives the Department of Management Services (DMS), State Purchasing, the authority to adopt rules to govern the procurement of goods and services. State Purchasing has promulgated these rules in **Chapter 60A-1, F.A.C.** These rules shall take precedence over this policy in the event the policy conflicts with the rule. The dollar limits shown in this policy correspond to the threshold limits established in **Section 287.017, F.S.**, and **Rule Chapter 60A-1, F.A.C.** Any change to those thresholds shall result in a corresponding change in this policy.

Section 287.042, F.S., and **Section 60A-1.002, F.A.C.**, give State Purchasing the authority to delegate to the agencies the conditional authority for the contracting for, or the purchase, lease, or acquisition of, commodities or contractual services. This policy provides instructions on how procurement will be performed by the Division.

TRAINING:

The Department of Management Services (DMS) develops and oversees the procedure under which agencies purchase commodities and services. The Division of State Purchasing's Professional Development Program is designed to support the State of Florida's goal to achieve the best value for the state using the most effective, efficient, and economical practices in the industry. The program offers public purchasing training and certification for procurement professionals for state agencies and other eligible users. See the link below to the Public Procurement Professional Development website:

http://www.dms.myflorida.com/business_operations/state_purchasing/public_procurement_professional_development

DMS State Purchasing also offers ongoing training opportunities for MFMP Agency Customers associated with the Buyer, Analysis, Sourcing, Vendor Information Portal and Vendor Bid System applications through MFMP University. The MFMP University website can be found at the link below:

http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_agency_customers/mfmp_university

FORMS:

- Purchase Request Form
- Purchase Order

APPENDICES:

- Appendix A – PUR 7662 Attestation of No Conflict
Required for non-competitive purchases above \$35,000
Use the DMS Purchasing Forms Link
- Appendix B – Cost Analysis
Required for non-competitively procured agreements
Use the DFS memorandums Link (20012-2013) 02 Contract and Grant Reviews
- Appendix C – Methods of Procurement Decision Tree
For use by Division Procurement

SECTION 1 ROLES AND RESPONSIBILITIES

1.1. RESPONSIBILITIES

It is the responsibility of Division Procurement to provide various types of procurement services that are responsive to the different needs of the programs and facilities that it supports. These responsibilities are accomplished within the framework of state and federal laws, Florida Administrative Code, and Division policies outlined herein.

1.1.1. DIVISION PROCUREMENT

It is the responsibility of Division Procurement to:

- Develop, maintain, and disseminate uniform Division policies, procedures, and guidelines governing procurement activities;
- Provide technical assistance, training, and administrative guidance relating to procurement activities to Division personnel;
- Monitor compliance of procurement policy throughout the Division;
- Serve as the Division liaison with the Department of Management Services (DMS) in matters relative to procurement;
- Obtain quotes as needed;
- Develop, coordinate, and maintain administrative processes for issuing all competitive solicitations;
- Identify methods of procurement for commodities and services;
- Process Division formal and non-formal solicitations;
- Publish solicitations, issue addenda, open responses, and make recommendations for award;
- Facilitate solutions for performance vendor complaints;
- Verify that the requested vendor is not listed on the DMS Convicted / Suspended / Discriminatory / Complaints Vendor Lists:
- http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list;

- Verify requested vendor is not listed on the General Services Administration, Federal Excluded Party List. Purchasing from vendors on this list is prohibited:
- <https://www.dol.gov/ofccp/regs/compliance/preaward/debarlst.htm>; and,
- Help Division Finance establish cutoff dates for purchases within the current fiscal year, and submission dates for recurring purchases for the upcoming fiscal year.

Persons serving in a public position with procurement responsibilities may be required to complete and file a Financial Disclosure Form with the State of Florida Commission on Ethics each year. Additional information is available at www.ethics.state.fl.us/.

1.1.2. BUREAU OR PROGRAM AREA

- Identify the procurement need and statutory authority for each purchase;
- Purchase within federal, state, and local laws;
- Provide accounting and budget information for all purchases;
- Coordinate with Division Procurement to provide all required procurement documentation;
- Develop the Scope of Work or Specifications in conjunction with Division Procurement that meet statutory requirements;
- Assign a project manager or contract manager;
- Prepare draft and final contract documents and modifications;
- Maintain the master contract file;
- Facilitate on-boarding/initial meetings with contractors upon contract execution;
- Manage the contract including making payments and processing closeout documents; and,
- Respond to audit inquiries regarding the contract.

1.1.3. DIRECTOR, DEPUTY DIRECTOR, OR SIGNATORIES

- Review and approve all solicitation documents;
- Make final award determinations; and,
- Execute all contracts.

1.2. REVISIONS AND ADDITIONS

The Division's Procurement Manager reviews and addresses requirements and recommendations from the DMS State Purchasing Office, the Department of Financial Services (DFS), new legislation, and District Division Procurements on an on-going basis.

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SECTION 2 PURCHASING THRESHOLDS

2.1. PURCHASING CATEGORIES, THRESHOLD AMOUNTS

Purchasing thresholds, established in Florida Statute, are defined categories for which specified purchasing practices must be followed. Pursuant to **Section 287.017, F.S.**, the threshold amounts set for these categories are subject to adjustment by the Legislature.

- CATEGORY ONE \$20,000
- CATEGORY TWO \$35,000
- CATEGORY THREE \$65,000
- CATEGORY FOUR \$195,000
- CATEGORY FIVE \$325,000

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SECTION 3 METHODS OF PROCUREMENT

The following should be considered by Division Procurement in order to determine the method of procurement to be used for the needed commodities or services:

- The cost and whether the procurement is for a commodity or service.
- Whether the commodity or service is available from another state agency.
- Whether the commodity or service is available from RESPECT or PRIDE.
- Whether the commodity or service is available on a DMS state term contract or state purchasing agreement.
- Whether the commodity or service is available on a Division/Agency term contract.
- Whether the needed services could and should be acquired as EXEMPT services.

3.1. DEPARTMENT OF MANAGEMENT SERVICES-APPROVED CONTRACTS

3.1.1. STATE TERM CONTRACT (STC)

DMS State Purchasing Office, executes STCs for use by all agencies and local governments. Use of these contracts are mandatory by all state agencies unless the purchasing unit documents the reason(s) why the DMS state term contract item will not meet the Division's needs. Such determination may be due to factors such as, but not limited to: 1) the unavailability of the contract item within agency schedule or delivery requirements, 2) the need for compatibility with existing equipment or systems, or 3) the contract item fails to meet agency required specification, quality level, or technical requirements.

All STC exceptions are subject to applicable purchasing rules and must be referred to Division Procurement for review and approval. Contract exceptions are not granted for reasons of personal preference, appearance, or price.

Division Procurement may use a **Request for Quotes (RFQ)** with the DMS State Term Contract Vendor(s) to obtain written pricing or services information for commodities or contractual services available on DMS State Term Contracts. The MFMP eQuote tool may be used to solicit price quotes for the RFQ process on state term contracts. The RFQ process must be utilized if directed in the DMS State Term Contract.

If at least two vendors are on the STC and can provide the commodities or contractual services the Division seeks, the Division should solicit at least two (2) quotes, unless (i) the purchase is less than \$20,000 (Category One), or (ii) the STC specifically contains other Request for Quote (RFQ) requirements. STC RFQ requirements and price categories may vary per contract.

Rates in STC's are typically upper limit rates and are negotiable based on volume of work, complexity, and the market. The time frame to complete an authorized service on an MFMP purchase order may not extend beyond the end date of the DMS state term contract. The MFMP purchase order shall include a scope of work or description of the services required that clearly establishes all tasks the contract vendor is required to perform, beginning and ending dates, method of compensation in accordance with the DMS state term contract vendor's price schedule or a negotiated unit rate(s), and a provision dividing the contract into quantifiable, measurable, and verifiable units of deliverables that must be received and accepted in writing by the project manager 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.

Refer to DMS purchasing website for a complete listing of all active STCs:
http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_and_agreements

3.1.2. STATE PRICING AGREEMENTS (SPA)

DMS negotiates SPAs for commodities and services that are optional for use by agencies. The Division may purchase up to a maximum of \$195,000 per SPA for the term of the agreement during a fiscal year. No single purchase may exceed the threshold amount for Category Two (\$35,000). Purchases shall not be divided to circumvent this rule. It is the responsibility of Division Procurement to monitor their usage of SPA to ensure the \$195,000 limit is not exceeded. If it appears the \$195,000 limit will be exceeded, a competitive solicitation must be initiated. **State Purchasing Memorandum No. 02, (2003-04)**, and the agreements are available at <http://dms.myflorida.com/purchasing>.

3.1.3. ALTERNATE CONTRACT SOURCE (ACS)

Division Procurement must request permission and receive approval from DMS State Purchasing to purchase commodities or services from term contracts competitively established by other governmental entities. **DMS Form PUR 7102, "Agency Request for Review of Alternate Contract Source"** must be utilized for the request and authorization. See **Section 287.042(16), F.S.**, and **Rule 60A-1.045, F.A.C.**, for more details.

On the DMS State Purchasing website there is a listing of Alternate Contract Sources that have been pre-approved by DMS and are available for use by all state agencies. The requirements for use of a DMS ACS are similar to the DMS State Term Contract,

certain limitations and requirements vary per contract. Refer to DMS website:
[http://www.dms.myflorida.com/contract_search/\(contractType\)/4578](http://www.dms.myflorida.com/contract_search/(contractType)/4578).

3.1.4. PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES (PRIDE): SECTION 946.515, F.S.

Requires state agencies to purchase from PRIDE in lieu of similar products and services, if the price and quality are comparable to other sources. When purchasing from PRIDE, competitive solicitation is not required with the exception of printing, as stated in **Section 283.33(4), F.S.**

Visit the PRIDE web site at <http://www.pride-enterprises.org> or PRIDE product catalogs may be obtained from PRIDE by calling (800) 643-8459.

3.1.5. REHABILITATIVE ENTERPRISES, SERVICES, AND PRODUCTS OF FLORIDA (RESPECT)

In accordance with **Sections 413.032-037, F.S.**, and **Rule 60E-1, F.A.C.**, any products or services available on the RESPECT procurement list must be procured by the Division if such products or services are of comparable price and quality and the product or service is available within a reasonable delivery time. Copies of the latest procurement list may be obtained from RESPECT by calling (850) 487-1471, or through their website: <https://secure.imarcsgroup.com/respect/Default.asp>.

3.2. AGENCY (DIVISION) TERM CONTRACTS

Commodities or services that have been previously procured and are on contract with the Division of Emergency Management. Agency term contracts can be statewide, district wide, area wide, or project wide and may be optional, depending on the contract language.

3.3. DISCRETIONARY PURCHASES (CATEGORY TWO OR LESS) IN ACCORDANCE WITH RULE 60A-1.002, F.A.C.

Discretionary Purchase

Purchase of commodities or services for less than \$2,500 that are not available through a DMS approved state contract shall be carried out using "good" procurement practices. This includes, but is not limited to, two or more documented quotes or written records of telephone quotes. Written evidence of all price quotations/proposals received shall be attached to the requisition in MFMP or maintained in the procurement file. The purchase may also be made directly from a Minority Business Enterprise (MBE).

"Good" purchasing practices include but are not limited to:

- Providing vendors with specifications or scope of services, quantities, time requirements, and potential terms and conditions.

- Providing vendors with potential method of compensation and payment method (Maximum Amount or Budgetary Ceiling at Unit Rates, Lump Sum with or without partial progress payments, Advance Pay, and Journal Transfer, or standard warrant) as these could impact quoted pricing.
- Providing the same information to all vendors.
- Being fair and equitable in analysis of quotes/proposals and awards.
- Notifying all vendors of selection after award.

3.4. INFORMAL COMPETITIVE PURCHASES (CATEGORY TWO OR LESS) IN ACCORDANCE WITH RULE 60A-1.002, F.A.C.

Informal Competitive Purchase

Purchase of commodities or services from \$2,500 - \$34,999 that are not available through a DMS approved contract and require three or more documented quotes. Documented quotes must be obtained through MFMP eQuotes. If three quotes are not received, a statement explaining why they were not received and why we should move forward with the purchase must be included in the file. If conditions warrant negotiation on the best terms and conditions, documentation of the conditions and circumstances shall be provided. Written evidence of all quotes/proposals received and documentation of conditions and circumstances to support an award shall be attached to the requisition in MFMP or maintained in the procurement file. The file shall contain an explanation or justification if the low quote is not selected.

3.5. COMPETITIVE SOLICITATIONS / METHODS OF FORMAL PROCUREMENT (GREATER THAN CATEGORY TWO \$35,000)

There are three (3) competitive solicitation processes authorized by Florida law: Invitation to Bid (ITB), Request for Proposals (RFP), and Invitation to Negotiate (ITN). Refer to **Section 287.057(1)(a), F.S.**, for ITB requirements and guidelines, **Section 287.057 (1)(b), F.S.**, for RFP requirements and guidelines, and **Section 287.057 (1)(c), F.S.**, for requirements and guidelines unique to the ITN.

These methods are ranked in order of preference. An ITB must be used as the first choice, with written justification as to why procurement by ITB is not practicable if one of the other formal methods is chosen. An ITN requires justification as to why neither of the other methods will result in best value for the Division.

The **Conflict of Interest Certification Form** must be completed and signed by each individual involved in the development of the specifications or scope of work, the development or selection of criteria to be used for evaluation, the evaluation process, and the award process for all formal procurements in excess of Category Two.

The Division requires that a meeting be held prior to purchasing commodities and services which exceeds \$35,000. The relevant Contract Manager, their supervisor, Bureau Chief, as well as the Purchasing Manager, Financial Service Administrator, Budget Office, Legal Counsel, and the Deputy Director or the Director will be in attendance. Once Division Procurement receives a complete PRF and Scope of Work, they will initiate the meeting.

Procurements greater than the threshold amount of Category Two (\$35,000), and not available on a DMS approved contract, shall be advertised in the DMS MFMP Vendor Bid System (VBS) at: www.myflorida.com/apps/vbs/vbs_main_menu.

These procurements shall comply with the requirements of **Chapter 287, F.S., and Rule Chapter 60A-1, F.A.C.**, as discussed in this section.

3.6. INVITATION TO BID (ITB)

Procurement of items that are not available through a state contract and are above \$35,000 (Category Two) where standard specifications are known to meet the needs of the Division. This method is utilized when the requirements are met at the lowest possible price and are in compliance with meeting the Division's Standards.

3.7. REQUEST FOR PROPOSAL (RFP)

Procurement of items that are not available on state contract and are above \$35,000 (Category Two) for which the commodity, group of commodities, or contractual service being sought can be specifically defined, and the Division is capable of identifying the necessary deliverables. Before issuing an RFP, the requesting bureau or program area must determine and specify in writing the reasons that procurement by ITB is not practicable.

3.8. INVITATION TO NEGOTIATE (ITN)

The ITN is a solicitation used by the Division which is intended to determine the best method for achieving a specific goal or solving a particular problem and identifies one or more respective vendors with which the Division may negotiate in order to receive the best value. Before issuing an ITN, the requesting bureau or program area must determine and specify in writing the reasons that procurement by ITB and RFP are not practicable. This must be approved by the Division Director prior to proceeding with the procurement.

PROCEDURES FOR PROCESSING PURCHASING REQUESTS

4.1. STATE TERM CONTRACTS, STATE PURCHASING AGREEMENTS, ALTERNATE CONTRACT SOURCE, PRIDE, RESPECT, DISCRETIONARY PURCHASES AND INFORMAL COMPETITIVE PURCHASES

- Requestors submit a completed electronic copy of a **Purchase Request Form** (PRF) to the Purchasing Inbox at Purchasing@em.myflorida.com. The PRF must include signature approvals from the appropriate Supervisor, Bureau Chief, and additional approvals if required (representatives from Information Technology and Management (ITM), External Affairs or Human Resources, if applicable).
- Division Procurement will review to verify that the PRF is complete and contains the appropriate approvals/signatures and that it includes a complete scope of work or specifications. PRF's without the required signatures or which are incomplete or insufficient will be returned to the requestor.
- Division Procurement will log data into the Requisition Tracking Log from the PRF to include requestor's name, the item requested, and date received.
- If applicable, Division Procurement will develop and assign an identifier.

The Numbering System is (XXX-XXX-XX-XX-XXX) where:

- First grouping gives the type of procurement (RFQ, ITB, RFP, ITN).
 - Second grouping identifies the Division (DEM).
 - Third and Fourth grouping gives the last two digits of the fiscal year.
 - Fifth grouping gives the sequential number of the request assigned by Division Procurement.
- The Purchasing Manager assigns the PRF to Division Procurement, who verifies if the requested item(s) are offered by DMS in a STC, ACS, PRIDE, RESPECT, or ATC.
 - If the commodities and services are offered on a DMS approved contract, Division Procurement will follow the contract requirements which may include processing an eQuote through MFMP Sourcing. Refer to instructions for eQuote by using the following link:
 - http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/utilization_initiative/eqoute_support.

- If the commodities and services are not offered on a DMS approved contract, and the dollar value is \$2,500 and under, Division Procurement will solicit quotes from at least two vendors via phone or email. For phone quotes, the purchasing agent will document the name of the vendor, contact information and the offered price on the purchase request form or quote tabulation sheet.

If the commodities and services are not offered on a DMS approved contract, and the dollar value is \$2,500 - \$34,999, Division Procurement will solicit quotes by following the instructions for creating an eQuote through MFMP Sourcing.

Refer to instructions for eQuote by using the following link:

http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/utilization_initiative/eqote_support.

- Once an eQuote closes, Division Procurement will create an RFQ tabulation sheet to document the eQuote activities and recommendation for award.
- Division Procurement will print the RFQ tabulation sheet and combine it with the results of the eQuote to create a package, which is submitted to the Procurement Manager for approval. If the award is \$5,000 or greater, Division Procurement will route the package to the Director or Designee for signature approval.
- Once approved, the package is submitted to the Fiscal Operations Manager via email at: DEM_MFMP_Buyers@em.myflorida.com and a copy sent to the requestor. The PRF will then be routed to the appropriate Bureau Financial Specialist (BFS) for processing.
- Division Procurement records the award information on the tracking log to include: Awarded Vendor, Final Price, Method of Procurement, Date Sent to the Fiscal Operations Manager and contract period of performance.
- The BFS inputs the PRF and award information into MFMP Ariba Buyer to create a requisition and begin the approval flow electronically.
- The Purchasing Agent in the workflow is responsible for following the MFMP Approval Process. The BFS is responsible for all funding codes on the requisition.
- Once the requisition has received all approvals in the workflow, a Purchase Order is created and sent to the vendor via email.
- The BFS will send a copy of the executed PO to the requestor. If the order was placed via purchasing card, the BFS will send an email notifying the requester that the order is complete.

Special Note: Contracts less than or equal to Category Two (\$35,000) may be renewed, as long as they are not coded, in MFMP or in the Florida Accounting Information Resource (FLAIR), as single source or emergency procurements.

4.2. COMPETITIVE SOLICITATIONS / FORMAL PROCUREMENT

- Requestors submit a completed electronic copy of a Purchase Request Form (PRF) to the Purchasing Inbox at Purchasing@em.myflorida.com. The PRF must include signature approvals from the appropriate Supervisor, Bureau Chief, and additional approvals if required (representatives from Information Technology and Management (ITM), External Affairs or Human Resources, if applicable).
- Division Procurement will review to verify that the PRF is complete and contains the appropriate approvals/signatures and that it includes a complete scope of work or specifications. PRF's without the required signatures or which are incomplete or insufficient will be returned to the requestor.
- Division Procurement will log data into the Requisition Tracking Log from the PRF to include requestor's name, the item requested, and date received.
- If applicable, Division Procurement will develop and assign an identifier.

The Numbering System is (XXX-XXX-XX-XX-XXX) where:

- First grouping gives the type of procurement (RFQ, ITB, RFP, ITN).
 - Second grouping identifies the Division (DEM).
 - Third and Fourth grouping gives the last two digits of the fiscal year.
 - Fifth grouping gives the sequential number of the request assigned by Division Procurement.
- If the commodities and services are not offered on a DMS approved contract, and the dollar value is \$35,000 or more, Division Procurement shall proceed with the formal solicitation process.
 - Division Procurement establishes a meeting to include the project manager, project manager's supervisor, Bureau Chief, Legal, Budget and the Director or Deputy Director. The purpose of the meeting is to discuss the project scope of work or specifications, to determine the method of formal procurement and the length of the solicitation posting (no less than 10 calendar days).
 - If required, Evaluation Committee Members or Negotiators will be identified during the initial meeting.
 - The requesting bureau or program area shall assign a project manager who will be responsible for working with Division Procurement on all aspects of the project.

- Division Procurement develops a solicitation based on **Section 287.057, F.S.**, the approved specifications or scope of work and appropriate boilerplate template (ITB, RFP or ITN). Division Procurement creates a hard file and an electronic file to be kept on the Division's share drive (J:) to include all required solicitation documents related to the procurement and meeting statutory requirements. To compile a hard copy file, Division Procurement must use the **Procurement File Checklist** (Appendix E). This file package will be housed on the J: Drive using the standardized naming convention.
- Division Procurement routes the **Procurement Review Routing Form** and draft solicitation through the Procurement Manager, Financial Services Administrator, project manager, project manager's Bureau Chief, Legal Counsel and Deputy or Division Director for recommendations and approval. The project manager will be responsible for ensuring that the final document is clearly defined as envisioned.
- Division Procurement will create a pdf file of the approved draft solicitation and will publish the document to the MFMP Vendor Bid System (VBS).
- Before publication, Division Procurement completes a public notice form which is sent to the DEM agency clerk and the Web unit at: webmaster@em.myflorida.com. The clerk must publish the form on the Florida Administrative Register (FAR). The Web Master publishes the notice to the DEM website. These actions are required pursuant to the Sunshine Law, which can be found in **Section 286.001, F.S.** – Reports statutorily required; filing, maintenance, retrieval, and provision of copies.
- If required, Division Procurement will provide written instructions to the Evaluation Committee who will sign the instructions and return them to Division Procurement.
- Division Procurement publishes final solicitation to MFMP VBS.
- Division Procurement must follow the statutory requirements as they relate to receiving, opening, reviewing bids and scoring responsible and responsive bidders. As each procurement differs in scope, the appropriate requirements will change as well.
- Division Procurement will adhere to the requirements set forth in the solicitation.
- All openings are open to the public.
- Once responses are received, Division Procurement stages a formal, public opening, where responses will be logged.
- Division Procurement reviews the responses for mandatory requirements.

- Once Division Procurement has identified proposals that are non-responsive or those that are not responsible, any questions regarding responsiveness or responsibility of proposals will be discussed with legal counsel.
- Division Procurement creates a memo which details the results of the procurement, compiles a package and routes a recommendation for award.
- The award recommendation package is routed through Division Procurement, Financial Services Administrator, requestor, requestor's Bureau Chief, Legal Counsel, and to the Deputy or Division Director, who makes the final award decision.
- Division Procurement posts the award notice to the MFMP Vendor Bid System for no less than 72 hours excluding Saturdays, Sundays and state holidays.
- The following award information will be recorded on the tracking log after award: Awarded Vendor, Final Price, Method of Procurement, the period of performance, and if a Purchase Order is to be executed, the Date Sent to the Fiscal Operations Manager.
- The contract phase can begin. Please see the "**Contract and Grants Routing Guide**" for additional contracting information and instructions.

4.2.1. COMPETITIVE SOLICITATION (ITB, RFP, ITN) PACKAGES

Division Procurement is responsible for the development of the ITB/RFP/ITN package in compliance with **Section 287.057(1), F.S.**, and the coordination of the procurement process. Competitive solicitations shall include the following sections, forms and statements, as applicable:

- Introduction Section, including a Timeline.
- Special Conditions Section.
- Technical Specification or Scope of Work (Scope of Services) Section.
- Public Entity Crime Statement (§287.133(3)(a), F.S.).
- Bid Preference Statement regarding Identical Tie Bids and the Drug Free Workplace (applicable to ITB packages).
- In-state Price Preference (only applicable to commodity ITB packages).
- Certification of Recycled Content (only applicable to commodity ITB packages).
- Special Accommodations.
- Non-Discrimination clause.

- Unauthorized Alien Workers.
- **DMS Form PUR 1000**, General Contract Conditions.
- **DMS Form PUR 1001**, General Instructions to Respondents.
- Notice of public meeting(s) in the Timeline / Schedule of Events and/or Posting of Intended Award.
- Scrutinized Companies Lists and **Form No. 375-030-60, Vendor Certification Regarding Scrutinized Companies Lists. (Sect. 287.135, F.S.)**
- Evaluation Criteria and relative importance, including price and prior relevant experience (for RFPs and ITNs).
- Agenda(s) for all public meetings with a specified period of time designated for public comment/input.
- Notice of prohibition of contact with employees between the release of solicitation and the end of the 72 hour posting period.
- Minority Business Enterprise or Disadvantaged Business Enterprise Utilization statement.
- Inspector General provision requiring compliance with **Section 20.055(5), F.S.**

4.2.2. CONTRACTS IN EXCESS OF \$1 MILLION

The Governor's Office of Policy and Budget (OPB) requires that all contract changes of \$1 million or more be submitted for review. Pursuant to CFO Memorandum #12-019, the Division must submit a list of proposed contracts, amendments, renewals, extensions, and other upcoming competitive solicitations that exceed the \$1-million-dollar threshold.

4.2.3. PUBLIC MEETING NOTICE AND WEBSITE POSTING

Competitive solicitations for commodities or services in excess of the dollar amount for Category Two (\$35,000) must be noticed publically by electronic posting to the Florida Administrative Register (FAR) and on the DEM website for no less than 7 calendar days prior to the Public Meeting unless the Division determines in writing that a shorter period of time is necessary to avoid harming the interests of the state.

The Public Meeting Notice must include the following:

- Procurement Number.
- Location where commodities or services are required.

- Brief description of commodities or services sought.
- Special requirements or licenses required.
- Date, time, and place bids/proposals/replies are due.
- Date, time, and place of pre-bid/proposal/reply meeting (If applicable).
- Date, time, and place bids/proposals/replies will be opened.
- Public Meeting Notices and Meeting Agendas statement.

4.2.4. POSTING THE SOLICITATION TO THE VENDOR BID SYSTEM (VBS)

Competitive solicitations for commodities/services in excess of the dollar amount for Category Two (\$35,000) must be advertised by electronic posting in the DMS Vendor Bid System (VBS) at http://vbs.dms.state.fl.us/vbs/vbs_main_menu, for no less than ten (10) calendar days prior to the submittal due date unless the Division determines in writing that a shorter period of time is necessary to avoid harming the interests of the state.

Advertising in the VBS is a minimum requirement and does not limit further notice. To ensure receipt of multiple bids/proposals/replies, Division Procurement may notify vendors by other methods, such as:

- (a) Sending a copy of Advertisement to two or more appropriate vendors as requested by Project Manager,
- (b) Sending a copy of the Advertisement to vendors listed with the DMS for a particular catalog classification, group classifications, or geographic area. (Registered vendors with E-mail addresses on file with DMS are automatically notified if they have registered for Electronic Notification),
- (c) Placing the Advertisement in newspapers of general circulation.

The VBS provides email notifications to vendors that a solicitation document is available to view. This notice only goes to vendors who are registered in the VBS with corresponding class/group codes. Procurement may research FLAIR/MFMP vendor files to identify vendors who are not registered in VBS and provide a copy of the solicitation advertisement through email or mail.

4.2.5. QUESTION AND ANSWER PERIOD

Division Procurement will ensure that recipients of an ITB/RFP/ITN are provided written responses to written vendor questions that are timely submitted. Technical questions and answers will be posted on the VBS under the appropriate ITB/RFP/ITN number as outlined in the Schedule of Events. This practice will prevent any one vendor from gaining an advantage or benefit over other vendors. The Requester/Project Manager or

Division Procurement will make a determination whether the Division's answer is a matter of clarification of the information contained in the ITB/RFP/ITN or if the answer would provide an unfair advantage.

4.2.6. CHANGES AFTER DISTRIBUTION

Changes that need to be made to the ITB, RFP, or ITN after it has been made available to vendors shall be made by issuing an **Addendum to the VBS**.

Division Procurement will ensure that all changes of an ITB/RFP/ITN are advised under the appropriate ITB/RFP/ITN number. The Addendum may require the vendor to acknowledge receipt of the Addendum in their bid/proposal/reply, when so stated in the Addendum. If the Addendum should impact the opening or posting date, the Addendum will state the revised dates or how the vendor will be notified of the new dates when determined. Addendums must be sequentially numbered. All addendums must inform vendors of their protest rights by containing the following statement: "Failure to file a protest within the time prescribed in **Section 120.57(3), F.S.**, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under **Chapter 120, F.S.**" Division Procurement shall maintain documentation of all notifications in the procurement file.

4.2.7. PRE-BID / PROPOSAL / REPLY MEETINGS

At the option of the Requester/Project Manager or Division Procurement, a pre-bid/proposal/reply meeting may be held to explain the terms and conditions of the proposed contract, so vendors will have a full understanding of any responsibility they may assume under a contract. No information or instructions that change any ITB/RFP/ITN requirements will be given unless an Addendum is also issued. Attendance at a pre-bid/proposal/reply meeting is not a prerequisite for submitting a bid/proposal/reply unless specifically stated in the advertisement and ITB/RFP/ITN package. When a mandatory pre-bid/proposal/reply meeting is held, only bids, proposals, or replies of those vendors represented at the pre-bid/proposal meeting will be considered. All attendees will be required to sign an attendance record and indicate the firm(s)/individual(s) they represent. The attendance record must be maintained in the original project file.

4.2.8. RECEIPT AND OPENING OF BIDS / PROPOSALS / REPLIES

It is the vendor's responsibility to assure that the bid/proposal/reply submitted in response to a solicitation is delivered on or before the due date and time specified, and at the location specified in the solicitation. Submittals which, for any reason, are not delivered accordingly will not be considered, but will remain in the care and custody of the Division. All submittals shall be date and time stamped with a time and date machine, or hand written note and maintained in the procurement file. Since these are SEALED bids/proposals/replies, offers by email, telephone, or fax are not acceptable.

Sealed Bids/Proposals/Replies received by the Division will be maintained, unopened, in a secure location until the scheduled Bid/Proposal/Reply Opening. The Opening will

be public on the date, at the time and place specified in the solicitation. For RFPs, separate public openings may be conducted for opening of the technical proposals and price proposals, if the RFP so provided. For ITNs, the initial sealed reply must be received on time and requires a public opening. Subsequent submittals received during the ITN process should be received as requested, but do not require a public opening. The opening will be conducted by Division Procurement and witnessed by at least one other employee of the Division. All vendors present at the opening will be listed on a vendor sign-in sheet and will be advised that the Division will not read the prices received.

4.2.9. PUBLIC RECORDS

In accordance with **Section 119.071(1)(b)2., F.S.**, Sealed Bids / Proposals / Replies are not public records until the Division provides notice of a decision or intended decision pursuant to **Section 120.57(3), F.S.**, or until thirty (30) days after opening the bids, proposals, or final replies, whichever occurs earlier. For RFPs, if there is a second opening for price proposals, the thirty (30) days are based on the second opening.

Exceptions to the public record laws and rules for ITBs, RFPs, and ITNs: If an agency rejects all bids, proposals, or replies and concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from the public records law until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or withdraws the reissued competitive solicitation (**Section 119.071, F.S.**). A bid, proposal, or reply is not exempt from the public records law for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

Requests for public records will be handled in accordance with **Section 119.07, F.S.**

4.2.10. COPYRIGHT MATERIAL

Copyrighted material submitted as part of a technical proposal or as a contract deliverable is not exempt from the **Public Records Law, Chapter 119, F.S.**, but would be made available “for viewing only” in response to a Public Records request. These copyrighted documents cannot be copied or scanned into an electronic data base unless accompanied by a waiver allowing the Division to make copies as necessary to review and evaluate the submittal and to scan the document into an electronic data base.

All competitive solicitation packages must include language requiring any copyrighted material submitted in response, to be accompanied by a waiver that would allow the Division to make copies as necessary for the evaluation process and to scan the document into an electronic data base. The competitive solicitation samples on the Procurement Office Web Site include this language.

4.2.11. CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL

All competitive solicitation packages must include language to advise vendors that they must include any materials they assert to be exempt from public disclosure under **Chapter 119, F.S.**, in a separate bound document labeled "Attachment to (Procurement Number #) - Confidential Material". The vendor must identify the specific statute that authorizes the exemption from the public records law.

4.2.12. EVALUATIONS, SELECTIONS, AND NEGOTIATIONS

ITBs: Bid openings are open to the public and an individual from Division Procurement shall review bids to ensure that the bids submitted are responsive to the mandatory requirements stated in the bid solicitation. Award shall be made to the responsible vendor that submits the lowest responsive bid. If there is no committee or team, no public meeting is required. Division Procurement is responsible for tabulating the bid prices and completing the Bid Tabulation. The Director or designee is responsible for final award determination.

RFPs: An Evaluation Committee of at least three (3) persons, who collectively have experience and knowledge in the program area(s) for which commodities or contractual services are sought, shall be appointed by the agency head or designee to evaluate proposals for contracts in excess of the threshold amount provided in **Section 287.017, F.S.**, for Category Four (\$195,000). The authority to appoint these persons is delegated to Senior Management Level Directors and above, who may delegate such authority to other office heads in writing. All meetings of these persons to discuss or evaluate proposals will be conducted as public meetings.

Typically, the evaluation criteria and their relative importance are determined by the Project Manager with assistance from Division Procurement and must include consideration of prior relevant experience of the vendor. The Project Manager, prior to the publishing of the solicitation and technical reviews, is encouraged to meet with the Evaluation Committee as a group so that project requirements and major emphasis points can be discussed. The general evaluation criteria, including their relative importance, will be provided in the RFP.

The Evaluation Committee is responsible for determining if vendors are responsible and qualified to perform the requested services.

The Evaluation committee is responsible for rating/ranking all technical proposals: Members will strive to provide objective evaluations based on the evaluation criteria established in the RFP, so that value uniformity can be established. Members will conduct ratings individually, not in a meeting type environment where a consensus is determined. When each evaluator has completed his/her evaluation of each proposal, the raw scores will be transmitted to Division Procurement, who will calculate the average score for each proposal. All individual evaluations should be signed and dated by the evaluator and retained in the procurement file.

Division Procurement is responsible for assisting in the rating of all Price Proposals. The contract shall be awarded to the vendor whose proposal is determined in writing to be the most advantageous to the state and the procurement file shall contain documentation supporting the basis on which the award is made.

ITNs: Division Procurement or Project Manager shall review all information submitted to the Division to ensure that the vendors were responsive to the ITN and are responsible and qualified. Evaluations/reviews/negotiations should be conducted by at least three (3) persons for contracts of the threshold amount provided in **Section 287.017, F.S.**, for Category Four or less. For contracts in excess of Category Four, the agency head or designee shall appoint at least three (3) persons to evaluate replies and at least three (3) persons to conduct negotiations (can be the same) who collectively have experience and knowledge in negotiating contracts, contract procurement, and the program areas and service requirements for which commodities or contractual services are sought.

For any procurement which may exceed \$1,000,000 in any fiscal year, at least one committee member must be certified as a Contract Negotiator, certified by DMS. For any procurement which may exceed \$10,000,000 in any fiscal year, at least one committee member must be certified as a Project Management Professional as certified by the Project Management Institute. The authority to appoint these persons is delegated to Senior Management Level Directors and above, who may delegate such authority to other office heads in writing. Division Procurement is responsible for tabulating the scores and completing the **Tabulation Sheet**.

The Division shall evaluate replies against the criteria set forth in the ITN in order to establish a competitive range of replies to proceed in the negotiation process. The evaluation criteria must include consideration of prior relevant experience of the vendor. One or more vendors within the competitive range may be selected for negotiations. After negotiations are conducted, the award will be made to the responsive and responsible vendor that the Division determines will provide the best value to the state based on the evaluation criteria. The procurement file for an ITN must contain a short, plain statement that explains the basis for the selection of the vendor and that sets forth the vendor's deliverables and price with an explanation of how these deliverables and price will provide the best value to the state.

Public meeting notice(s) with agendas allowing a designated period of time for public comment/input must be included in the ITN solicitation as part of the timeline/schedule of events for the following (if applicable):

- (a) Meeting to Rank or Short List.
- (b) Ranking/Scoring (summary of evaluations and recommendation) for selection of the Intended Award.
- (c) Any meeting of the Evaluation Committee to discuss replies.

4.2.13. SINGLE BID / PROPOSAL / REPLY OR NO BIDS / PROPOSALS / REPLIES

Division Procurement will follow the process detailed in **Section 287.057(5), F.S.**, when less than two responsive bids, proposals, or replies are received.

4.2.14. TIE BIDS / EVALUATIONS

When evaluating vendor responses to an ITB/ RFP/ ITN and there is identical pricing or scoring, Division Procurement will determine the intended award in accordance with **Section 295.187(4), F.S.** and **Rule 60A-1.011, F.A.C.**

4.2.15. POSTING OF INTENDED REWARD

Division Procurement is responsible for the accuracy of the information on the Bid/Proposal/Negotiation Tabulation sheet(s).

The Division's intended award shall be electronically posted to the VBS website no later than the date and time indicated in the ITB/RFP/ITN, for seventy-two (72) hours (excluding weekends and state holidays) for review by interested parties in accordance with **Section 120.57(3), F.S.**

If a bid or proposal is rejected, the tabulation shall be noted and include a brief explanation as to why the bid/proposal was disqualified. Documentation shall be retained in the bid/proposal file with an adequate explanation for the rejection. The bid/proposal tabulation shall reflect all rejected bids/proposals.

In the event of a timely notice of intent to protest or formal protest, no further postings should occur until the protest is resolved. If the intended award remains, no further posting is necessary.

The notice of intended award shall also inform vendors of their protest rights by containing the following statement: "Failure to file a protest within the time prescribed in **Section 120.57(3), F.S.**, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under **Chapter 120, F.S.** If the notice advises of the bond requirement and a bond or statutorily authorized alternate is not posted when required, the agency shall summarily dismiss the petition."

4.2.16. VENDORS WITHDRAWING BIDS / PROPOSALS

Upon notice of intended award or opening, bids/proposals may only be withdrawn upon demonstration of circumstances justifying withdrawal. If notice of request to withdraw a bid/proposal is submitted by the intended award vendor and accepted by the Division, the Division may elect to contract with the next lowest responsive bidder for ITB or the next highest responsive proposer for RFP or ITN or re-solicit the project.

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SECTION 4 PLANNING TIME FOR PROCUREMENT (LEAD TIME)

Planning for the amount of time to process a request depends largely on the complexity of the procurement, the type of procurement method being pursued, the dollar value, the workload in Division Procurement, and the contracting document being utilized. Listed below is an average amount of processing time for each method of procurement. It does not include delivery time.

These time frames are estimates and assume that all necessary information is provided and the PRFs are properly completed and approved. Processing time depends largely on receipt of necessary information and approvals, and assumes there are no formal protests:

Procurement Type	Estimated Time
Exempt, PRIDE, and RESPECT	5 to 7 business days
DMS state Term Contracts or SPAs	5 to 7 business days
Procurements of Category Two or less: (Division Procurement to get eQuotes)	1 to 3 weeks
Invitation to Bid (ITB)	8 to 12 weeks
Request for Proposals (RFP)	10 to 16 weeks
Invitation to Negotiate (ITN)	12 to 24 weeks
Single source Procurement (above \$35k)	3 to 4 weeks

SECTION 5 EXEMPTIONS TO COMPETITIVE PROCUREMENT

Procurements made from other governmental entities are exempt from the competitive requirements of the law (**Chapter 287, F.S.**).

Procurements in excess of Category Two for the following contractual services and commodities are exempt from and not subject to competitive solicitations under **Section 287.057, F.S.**, and **Rule 60A-1.002, F.A.C.** For the following procurements, competitive quotes/proposals are not required but should be obtained whenever practical. The division shall consider each deliverable/line item separately when determining whether or not to apply for an exemption.

- Artistic services (does not include advertising, typesetting, translation).
- Continuing Education Programs/Events offered to the general public.
- Services or commodities provided by governmental agencies.
- Health services.
- Lectures by individuals.
- Legal services, including attorney, paralegal, expert witness, appraisal, or mediator services (does not include court reporter services).
- PRIDE.
- Regulated utilities and government franchised services.
- RESPECT.

For the purposes of this policy, certain items are exempt from competition and will be paid by Division Finance without being processed through Division Procurement. These items include, but are not limited to:

- DMS personnel assessments;
- Unemployment compensation charges;
- Telephone line service;
- Workers' compensation charges; and,
- Insurance payments.

When the requested contractual service or commodity is exempt from competitive requirements, a contract may be negotiated with one (1) vendor of choice. However, in keeping with legislative intent, Division Procurement may acquire artistic and health services by utilizing the modified RFP process defined below. Division Procurement may consider utilizing the modified RFP process for services provided by state universities, community colleges, and eligible vocational schools.

Modified RFP Process - Division Procurement will:

- (a) Notify two (2) or more vendors or advertise as needed (advertising is optional).
- (b) Request informal proposals from two (2) or more vendors, with due date as deemed necessary by the project manager. The MFMP eQuote tool may be used to request the informal proposals.
- (c) Evaluate proposals and document selection.

Agreements with vendors, State University System and Florida Community College Systems must be procured in a manner that ensures a fair and reasonable price to the State and compliance with applicable laws, rules, and regulations. Noncompetitively procured commodities and contractual services must be documented and include quantifiable, measurable, and verifiable deliverables in accordance with State law.

6.1.1. SINGLE SOURCE PURCHASES (I.E. SOLE SOURCE PURCHASES)

In accordance with **Section 287.057(3)(c), F.S.**, and **Rule 60A-1.045, F.A.C.** Commodities or contractual services available only from a single source may be exempt from competitive-solicitation requirements. Occasionally, a special requirement can be met only with a commodity or service available from one (1) vendor, with no known competitors capable of satisfying the requirements. This situation must be documented by the requester. Single Source procurements of Category Two or less that are made from a single source provider should be handled as Discretionary Purchases.

When the Division intends to purchase commodities or contractual services in excess of Category Two (\$35,000) from a single source, it will electronically post **Form PUR 7776 "Description of Intended Single Source Purchase,"** which is available at: <https://www.flrules.org/Gateway/reference.asp?No=Ref-06473>.

This form requests that prospective vendors provide information regarding their ability to supply the commodities or contractual services described.

The Division will provide notice of their determination that the commodities or contractual services are available only from a single source by electronically posting **Form PUR 7778 "Notice of Intended Decision to Enter into a Single Source Contract,"** which is available at: <https://www.flrules.org/Gateway/reference.asp?No=Ref-06474>.

6.1.2. ATTESTATION OF NO CONFLICT

In accordance with **Section 287.057(19), F.S.**, procurement of commodities/services without competition and in excess of Category Two (\$35,000) requires individuals involved in the development or selection of criteria for evaluation, the evaluation process and the award process to attest in writing that they are independent of, and have no conflict of interest in the entities evaluated and selected. Those individuals must sign the **PUR7662, Attestation of No Conflict Form** (See Appendix B – also available on link to all DMS forms) and provide it to Division Procurement for attachment to the procurement file.

6.1.3. COST ANALYSIS FOR NON-COMPETITIVELY PROCURED AGREEMENTS

In accordance with **Section 287.057(4), F.S.**, the purchase of contractual services in excess of Category Two (\$35,000) from non-competitive procurements must be supported by a detailed price and cost analysis that meets the requirements of **Section 216.3475, F.S.** The requester/project manager must complete and provide a copy of the “**Cost Analysis for Non-Competitively Procured Agreements in Excess of Category II**” form (Appendix C) from **CFO Memorandum No. 02 (2012-2013)** to Division Procurement along with a detailed budget to evidence their review of the individual cost elements to determine allowability, reasonableness, and necessity.

The CFO Memo and Cost Analysis Form can be viewed at the following link:
<http://www.myfloridacfo.com/Division/AA/Memos/cfo/2010s/CFOM121302.pdf>

6.1.4. EMERGENCY PURCHASES

There are two kinds of Emergency Purchases; those allowed by statute without an Executive Order in Place and Emergency Purchasing under an Executive Order.

Method of Procurement O, Emergency Per Rule 60A-1.045, F.A.C. and 287.057 (3) (a) F.S.

The Division Director must determine in writing that an immediate danger to the public health, safety, or welfare or other substantial loss to the state requires emergency action. After the Division Director makes such a written determination, the Division may proceed with the procurement of commodities or contractual services necessitated by the immediate danger, without receiving competitive sealed bids, competitive sealed proposals, or competitive sealed replies. However, such emergency procurement shall be made by obtaining pricing information from at least two prospective vendors, which must be retained in the contract file, unless the Division determines in writing that the time required to obtain pricing information will increase the immediate danger to the public health, safety, or welfare or other substantial loss to the state. The Division shall furnish copies of all written determinations certified under oath and any other documents relating to the emergency action to DMS (DMS Form 7800). A copy of the statement shall be furnished to the Chief Financial Officer with the voucher authorizing payment.

Method of Procurement O2, Emergency Per Executive Order

Emergency Purchasing under an Executive Order can only be made when under an Executive Order is in place.

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SECTION 6

PURCHASES REQUIRING ADDITIONAL APPROVALS

Procurement of any of the following, requires prior approval by the appropriate office.

7.1. COMMUNICATION EQUIPMENT / TELECOMMUNICATIONS

All requests for communications equipment must be initiated through the appropriate bureau or program area prior to the creation of a PRF. Approval is also required by the Division Director or designee. DMS provides telecommunication services through the Division of Telecommunications. Work with Division Procurement to obtain DMS approval prior to submitting a PRF.

7.2. EQUIPMENT LEASES / RENTALS

It is the responsibility of the requestor to evaluate and maintain documentation to support that a lease is economically prudent and cost effective. The prior approval of the Department of Financial Services (DFS) will be required for equipment leases (including copiers) that have an annual cost anticipated to exceed \$35,000 (Category Two). Requestors must work with Division Procurement to obtain DFS approval prior to submitting a PRF. Leases/rental of property or structures must also be routed through Legal Counsel and require prior approval of the Division Director or designee. Please see the checklist for requesting Department of Financial Service's approval to Lease Equipment at: www.myfloridacfo.com/Division/AA/Forms/default.htm.

7.3. FLEET

The purchase of vehicles requires prior approval by DMS Fleet Management. Fleet Management approves all purchases, administers the disposal (by auction or scrapping) and tracks inventory and utilization management of state motor vehicles and mobile equipment. Work with Division Procurement to obtain DMS approval prior to submitting a PRF.

7.3.1. INFORMATION TECHNOLOGY AND MANAGEMENT (ITM) RESOURCE PURCHASES

The Division has established standards and definitions for information technology or information management resources. The Division's ITM establishes the policy for requesting and approving the acquisition of these goods or services to ensure that they can integrate and inter connect with the systems and services of other state agencies, and is consistent with Florida enterprise information technology services standards. These items can be defined as equipment, hardware, software, firmware, programs, systems, networks, infrastructure, media, and related material used to automatically, electronically, and wirelessly collect, receive, access, transmit, display, store, record, retrieve, analyze, evaluate, process, classify, manipulate, manage, assimilate, control, communicate, exchange, convert, converge, interface, switch, or disseminate

information of any kind or form. Information technology includes information communications systems for all types of signals, including, but not limited to, voice, data, video, radio, telephone, wireless, and image. Contracted, leased, directly acquired, or donated services that collect, process, store, or report division information are included under this definition. All PRF for goods and services listed above shall be passed through the Division's ITM for review and approval by the Chief Information Officer. Acquiring information technology resources through donations must also receive approval prior to accessing the Division's network. Contractual Service Agreements or P-Card purchases not processed in MFMP shall obtain approval prior to execution.

7.4. AWARDS

Pursuant to **Section 110.1245, F.S.**, each department head is authorized to incur expenditures for giving awards in the following situations:

- Retiring state employees whose service has been satisfactory may be awarded suitable framed certificates, pins and other tokens of appreciation and recognition. Awards may not exceed \$100 each, plus applicable taxes.
- Each department head is authorized to incur expenditures to award suitable framed certificates, pins, or other tokens of recognition to state employees who demonstrate satisfactory service in the agency or to the State, in appreciation and recognition of such service. Such awards may not cost in excess of \$100 each, plus applicable taxes.
- Any appointed member of a state board or commission, whose service to the State has been satisfactory, upon the expiration of the board or commission member's final term in the position may be awarded suitable framed certificates, plaques or other tokens of appreciation and recognition not to exceed \$100 each, plus applicable taxes. All requests to purchase awards must be approved by the Division's Human Resources/Personnel Unit.

7.5. MEMBERSHIPS

Memberships may be purchased only for organizational entities, not for individuals, unless the organization accepts only individual memberships. Memberships must serve a statutory purpose. All memberships must be approved by the Division Director or designee. All requests for the payment of membership dues must also include a disclosure statement from the organization stating that their records concerning this membership are open to the public in accordance with **Section 119.01(3), F.S.** Prepayment of memberships is often required and, if so, must be noted on the PRF. Membership dues are exempt from bid/sole source approval requirements regardless of dollar amount and must be signed off on by the Division's Human Resources/Personnel Unit.

7.6. TANGIBLE PERSONAL PROPERTY OR ATTRACTIVE PROPERTY

Orders processed through MFMP that contain requests to purchase property items that meet the definitions of tangible personal property or attractive property will be routed through the Finance Property Specialist (FPS) for approval and assignment of a property tag.

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SECTION 7 ADVANCED PAYMENTS

Occasionally, vendors require advance payments or payment in full, at the beginning of the year on annual maintenance, service, or license agreements. Advance payments will only be allowed if the Division will realize a cost savings or if the services are required for the Division to meet its statutory obligations. If advance payment will be required for an annual service, justification must be provided with the PRF. If an advanced payment is requested, the requestor must note this on the PRF. Renewal terms or start dates for subscriptions or memberships must be indicated on the PRF.

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SECTION 8 DISALLOWED PURCHASES

The Division may purchase only items necessary to carry out statutory duties and should select items on an economically prudent and cost effective basis. Items shall not be chosen to satisfy the personal preference of individuals. Examples of disallowed purchases include, but are not limited to, the following:

- Congratulatory or condolence telegrams;
- Plants, flowers, pictures, plaques, statues, globes, and other decorative items except those associated with fixed capital outlay projects or an approved awards program;
- Convenience appliances, including, but not limited to, heaters, fans, refrigerators, stoves, microwaves, dishwashers, coffee makers, and smoke filters (see ***Reference Guide for State Expenditures*** for exceptions);
- More expensive office supplies, furniture, lamps, etc., not necessary to meet a legitimate need;
- Items not purchased in accordance with applicable federal, state, or local laws and ordinances.

When in doubt about the appropriateness of a purchase, contact Division Procurement for guidance. Additional information can be found in Department of Financial Services (DFS) Reference Guide for State Expenditures:

http://www.myfloridacfo.com/aadir/reference_guide/Reference_Guide_For_State_Expenditures.pdf.

SECTION 9 FLORIDA-BASED BUSINESS PREFERENCE

When the Division purchases goods and services through a competitive bidding process and the lowest cost responsible and responsive bidder is located in a state where they benefit from preferences from their state, the Division will grant the same preferences to the lowest responsible and responsive bidder based in Florida. If the lowest cost bidder is from a state where no preference is given, the Division will grant a 5% preference to Florida bidders. These preferences are mandated pursuant to ***Section 287.084, F.S.***

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SECTION 10

WARTIME VETERAN-OWNED BUSINESS PREFERENCE

Florida Veteran Business Enterprise Opportunity Act: When considering two or more bids, proposals, or replies for the procurement of commodities or contractual services, at least one of which is from a certified veteran business enterprise, which are equal with respect to all relevant considerations, including price, quality, and service, shall award such procurement or contract to the certified veteran business enterprise. Pursuant to **Section 295.187, F.S.**, the certified veteran business enterprise preference exists to resolve a tie when at least two equal solicitation responses are received, and one is from a certified veteran business enterprise.

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SECTION 11 DIVERSITY ACHIEVEMENT

The Division encourages the recruitment and utilization of minority, women, and veteran businesses. The Division, its vendors, suppliers, and consultants shall take all necessary and reasonable steps to ensure that minority, women, and veteran businesses have the opportunity to compete for and perform contract work for the Division in a non-discriminatory environment.

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SECTION 12 PROTEST PROCEDURES

All protests shall be in accordance with **Rule Chapter 28-110, F.A.C.**, Bid Protests and **Section 120.57(3), F.S.**

Any person, as defined in **Section 1.01(3), F.S.**, who is adversely affected by a Division decision or intended decision concerning a bid/proposal solicitation or a contract award, may protest the decision or intended decision as provided by **Chapter 120, F.S.** To protest the terms, conditions, or specifications/scope of services contained in a competitive solicitation package, the notice of intent to protest must be filed in writing within 72 hours after the procurement package is posted and available on the VBS. In the event of a timely formal protest, the Division will not proceed with the solicitation or with the award of a contract in issue, until such dispute is resolved in accordance with the requirements of **Chapter 120, F.S.**, unless in accordance with **Section 120.57(3), F.S.** After receipt of a timely formal protest, no other actions shall be conducted until the protest is resolved.

Vendors shall be advised to send protests to:

Florida Division of Emergency Management
C/O Agency Clerk
2555 Shumard Oak Blvd.
Tallahassee, Florida 32399-2100

The Agency Clerk shall stamp the notice with the time and date received, and immediately contact the Office of General Counsel. Copies of the notice are to be given to Division Procurement.

SECTION 13 PROCUREMENT GUIDANCE

- **DEM Procurement Forms**
 - <https://portal.floridadisaster.org/DEM%20Forms/Forms/AllItems.aspx>
- **DFS Reference Guide for State Expenditures**
 - http://www.myfloridacfo.com/aadir/reference_guide/
- **DFS Link to Memorandums**
 - <http://www.myfloridacfo.com/Division/AA/Memos/cfo/2010s/default.htm>
- **DMS State Purchasing**
 - http://www.dms.myflorida.com/business_operations/state_purchasing
- **DMS Purchasing Forms**
 - www.dms.myflorida.com/business_operations/state_purchasing/documents/forms_references_resources/purchasing_forms
- **DMS Guidebook to Public Procurement**
 - http://www.dms.myflorida.com/business_operations/state_purchasing/public_procurement_professional_development/guidebook_to_public_procurement
- **DMS Manuals and Job Aids**
 - http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_agency_customers/mfmp_university/manuals_and_job_aids

APPENDIX A
PUR 7662 ATTESTATION OF NO CONFLICT

(see next page)

ATTESTION OF NO CONFLICT

Instructions: Individuals required by s. 287.057(19), F.S. to attest that they are independent of and have not conflict of interest in an entity evaluated and selected as part of a procurement accomplished without competition, must sign this form.

Reference: BRIEF DISSCRIPTION

Vendor/Contractor:
Requisition, Purchase Order, or Other Tracking Number:

Each undersigned individual hereby attests that he/she took part in the non-competitive procurement identified above and that he/she is independent of, and has no conflict of interest in, the entity evaluated and selected.

_____	_____
Signature	Date
_____	_____
Signature	Date
_____	_____
Signature	Date
_____	_____
Signature	Date
_____	_____
Signature	Date
_____	_____
Signature	Date

APPENDIX B
COST ANALYSIS MEMO

(see next page)

June 29, 2010

CHIEF FINANCIAL OFFICER MEMORANDUM NO. 03 (2009-2010)

SUBJECT: COST ANALYSIS REQUIRED BY SECTION 216.3475

Section 9 of Chapter 2010-151, Laws of Florida, amended Section 216.3475, Florida Statutes. Each agency is now required to maintain records to support a cost analysis for service agreements executed on or after July 1, 2010, which are awarded on a noncompetitive basis. Detailed budgets are required to be submitted by the person or entity awarded funding in excess of Category II and must be reviewed by the agency. The attached Cost Analysis form and instructions are to be used to document an agency's review of the detailed budget. If an agency already has an existing form which it desires to use, the form must be submitted to the Bureau of Auditing for review and approval.

The completed cost analysis is to be maintained in the contract manager's contract file. The cost analysis form is required to be submitted to the Bureau of Auditing when submitting agreements with a value of \$1 million or more. See CFO Memorandum No. 1 (07-08).

This memorandum supersedes the requirements related to Section 216.3475, F.S., set forth in Chief Financial Officer Memorandum No. 4 (05-06).

Please contact Cheri Greene at 850-413-5593, Cheri.Greene@myfloridacfo.com or Marie Walker at 850-413-5679, Marie.Walker@myfloridacfo.com if additional information is needed.

**COST ANALYSIS FOR NON-COMPETITIVELY PROCURED AGREEMENTS IN
EXCESS OF CATEGORY II**

Line Item Budget Category	Amount	% Allocated to this Agreement	Allowable	Reasonable	Necessary
Salaries					
Fringe Benefits					
Equipment					
Utilities					
Travel					
Miscellaneous					
Indirect cost / overhead					
Total					

CERTIFICATION

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Name

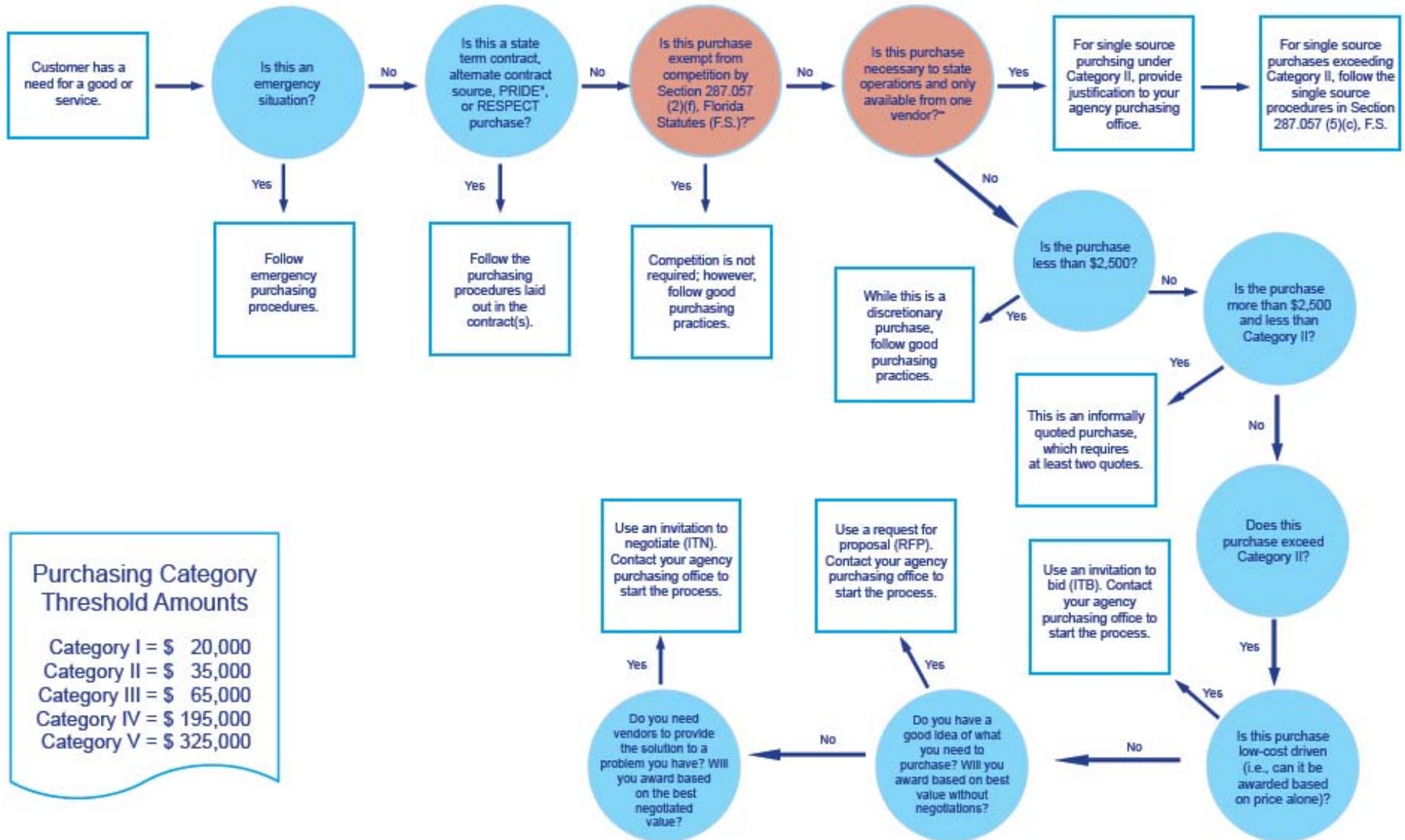
Signature

Title

Date

APPENDIX C
METHOD OF PROCUREMENT DECISION TREE

(see next page)



APPENDIX K: Mitigate FL

Mitigate FL Overview

In July 2017, Florida statute 252.36558 went into effect. The statute mandates an interagency workgroup to share information on the current and potential impacts of natural hazards throughout the state, to coordinate the ongoing efforts of state agencies in addressing the impacts of natural hazards, and to collaborate on statewide initiatives to address the impacts of natural hazards. Each agency within the executive branch of state government, each water management district, and the Florida Public Service Commission is required to designate an agency liaison to the workgroup, while the director of FDEM or designee will serve as the liaison and coordinator of the workgroup.

Each liaison is required to provide information from his or her respective agency regarding the current and potential impacts of natural hazards to his or her agency, agency resources available to mitigate against natural hazards, and efforts made by the agency to address the impacts of natural hazards. FDEM is also required to submit an annual progress report regarding the implementation of the SHMP, beginning on January 1, 2019.

Since the membership and purpose of this new Natural Hazards Interagency Workgroup was similar to two other statewide mitigation groups – the existing State Hazard Mitigation Plan Advisory Team (SHMPAT) and the Silver Jackets team – the Mitigation Bureau decided to combine the three groups into one, and title it Mitigate FL. This was done to avoid duplication of efforts and to use resources more effectively.

Mitigate FL conducts quarterly meetings at the FDEM headquarters in the City of Tallahassee. These meetings are conducted in-person as well as simulcast via webinar to those members and invitees that are unable to attend in-person.

- Workgroup Members (Source: Table 7, Page 29, 2018 Enhanced State Hazard Mitigation Plan)

Table 7 – Mitigate FL (SHMPAT) Meeting Participating Agencies

LOCAL	STATE	FEDERAL
Bay County	Apalachee Regional Planning Council	Federal Emergency Management Agency
Brevard County	Florida Agency for Healthcare Administration	Federal Alliance for Safe Homes
Broward County	Florida Agency Persons with Disabilities	United State Army Corps of Engineers
City of Brooksville	Florida Agency for State Technology	United States Department of Transportation
City of Fernandina Beach	Florida Courts	
City of St. Cloud	Florida Department of Agriculture and Consumer Services	OTHER
City of Tallahassee	Florida Department of Business and Professional Regulation	Dewberry
Columbia County	Florida Department of Citrus	Florida Gateway College
Desoto County	Florida Department of Corrections	Integrated Solutions Consulting
Flagler County	Florida Department of Economic Opportunity	Lakeland Regional Health
Hardee County	Florida Department of Education	Langton Consulting
Hendry County	Florida Department of Environmental Protection	Nova Southeastern University
Hernando County	Florida Department of Health	Pegasus Engineering
Holmes County	Florida Department of Juvenile Justice	St. Petersburg College
Jefferson County	Florida Department of Law Enforcement	University of Central Florida
Lee County	Florida Department of Management Services	University of Florida
Miami-Dade County	Florida Department of Revenue	Florida Emergency Preparedness Association
Manatee County	Florida Department of State	Florida Floodplain Managers Association
Martin County	Florida Department of Transportation	
Monroe County	Florida Division of Emergency Management	
Nassau County	Florida Fire Service	
Okaloosa County	Florida Fish and Wildlife Conservation Service	
Orange County	Florida Highway Patrol	
Osceola County	Florida Highway Safety and Motor Vehicles	
Palm Beach County	Florida Lottery	
Pasco County	Florida Office of Early Learning	
Pinellas County	Florida Public Service Commission	
Santa Rosa County	Northeast Florida Regional Council	
Sarasota County	Northwest Florida WMD	
Seminole County	Southwest Florida WMD	
St. Johns County	St. Johns River WMD	
St. Lucie County	Suwannee River WMD	
Taylor County	Volunteer Florida	
Volusia County	West Florida Regional Planning Council	
Wakulla County		

State Members:

- Agency for Healthcare Administration (AHCA)
- Agency for Persons with Disabilities (APD)
- Department of Business and Professional Regulation (DBPR)
- Department of Children and Families (DCF)
- Department of Corrections (DOC)
- Department of Economic Opportunity (DEO)
- Department of Education (DOE)
- Department of Elder Affairs (DEA)
- Department of Environmental Protection (DEP)
- Department of Health (DOH)
- Department of Juvenile Justice (DJJ)
- Department of Management Services (DMS)
- Department of Military Affairs (DMA)
- Department of State (DOS)
- Department of Transportation (DOT)
- Division of Emergency Management (DEM)
- Division of State Technology (DST)
- Department of Lottery (DOL)
- Office of Early Learning (OEL)
- Public Service Commission (PSC)
- Northwest Florida Water Management District (WMD)
- Suwannee River Water Management District (WMD)
- St. Johns River Water Management District (WMD)
- Southwest Florida Water Management District (WMD)
- South Florida Water Management District (WMD)
- Department of Agriculture and Consumer Services (FDACS)
- Department of Citrus
- Department of Commerce
- Department of Financial Services (DFS)
- Department of Highway Safety and Motor Vehicles (DHSMV)
- Department of Law Enforcement (FDLE)
- Department of Revenue
- Department of Veteran's Affairs
- Fish and Wildlife Conservation Commission (FWC)
- Office of Attorney General
- Office of Financial Regulation
- Office of Insurance Regulation
- State Board of Administration
- State University System of Florida, Board of Governors (SUS BOG)

- Volunteer Florida
- Apalachee Regional Planning Council
- Northeast Florida Regional Planning Council
- Southwest Florida Regional Planning Council
- West Florida Regional Planning Council

Federal Agencies

- Environmental Protection Agency
- Federal Emergency Management Agency
- Federal Highway Administration
- National Oceanic and Atmospheric Administration
- US Army
- US Army Corps of Engineers (USACE)
- US Department of Transportation
- US Geologic Survey (USGS)

Non-Profits and Associations

- Federal Alliance for Safe Homes (FLASH)
- The Nature Conservancy (TNC)
- American Red Cross
- Florida Association of Counties
- Florida Chamber of Commerce
- Florida Earth Foundation
- Florida Emergency Preparedness Association
- Florida Fire Chiefs Association
- Florida Floodplain Managers Association
- Florida Insurance Council
- Florida League of Cities
- Rebuild Northwest Florida
- Florida Rural Water Association
- Florida Electric Cooperative Association

Private Sector

- AECOM
- Arcadis
- Atkins Global
- Applied Sciences Consulting
- Capital Access
- Continental Shelf Associates
- Dewberry
- Frank McColm Consulting
- Florida Ports Council

- ICS Inc
- IEM
- Integrated Solutions Consulting
- Lakeland Regional Medical Center
- Langton Associates
- Melvin Associates
- Memorial Healthcare
- Pegasus Engineering
- TECO Energy
- Tetra Tech
- TME Consultants
- URS
- YGreene
- Alibasic and Associates
- 16 airports
- 35 universities and colleges
- 1 news media

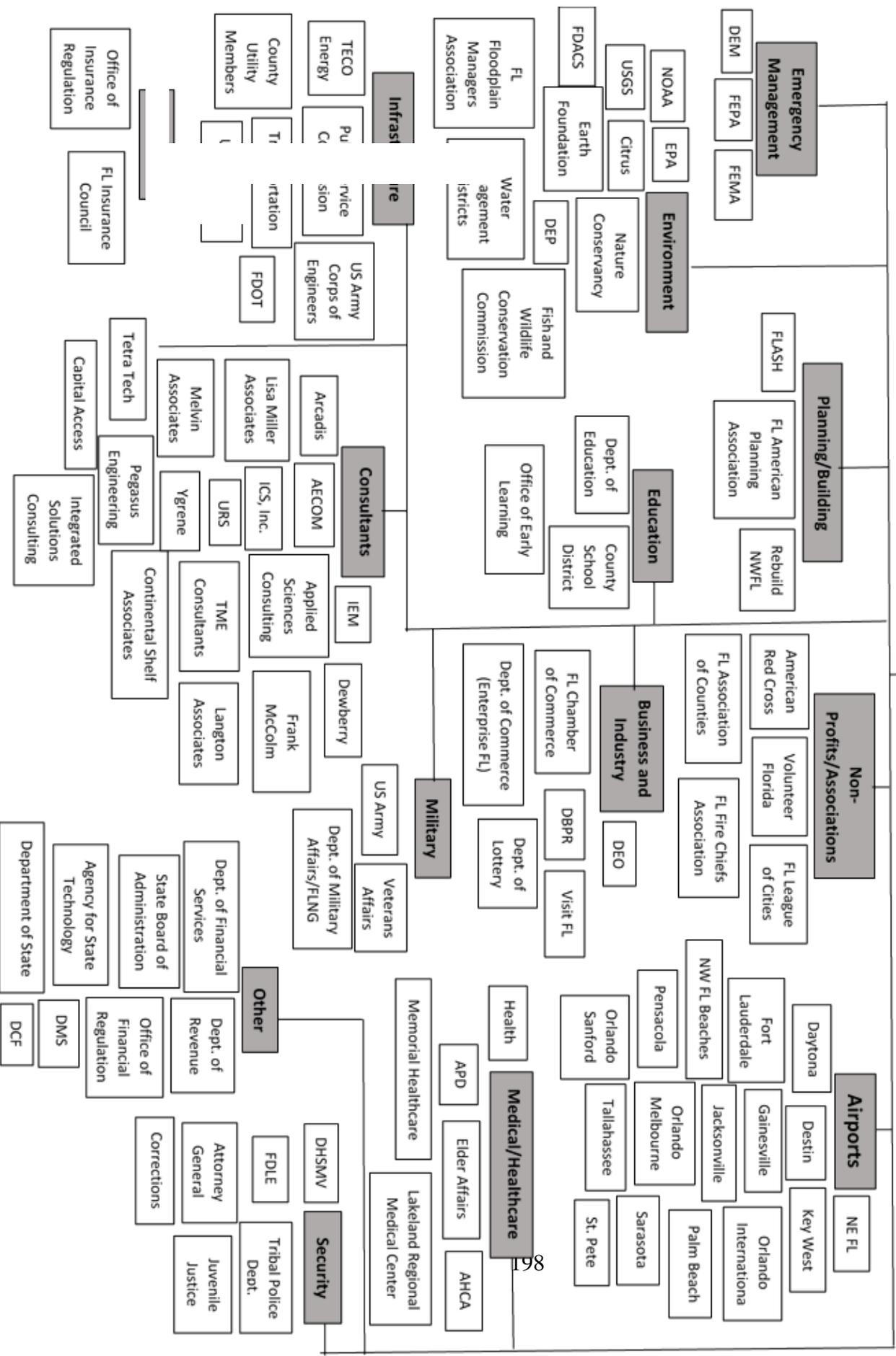
Local Governments

- 67 county LMS working group coordinators and chairs:
 - Alachua
 - Baker
 - Bay
 - Bradford
 - Brevard
 - Broward
 - Calhoun
 - Charlotte
 - Citrus
 - Clay
 - Collier
 - Columbia
 - DeSoto
 - Dixie
 - Duval

- Escambia
- Flagler
- Franklin
- Gadsden
- Gilchrist
- Glades
- Gulf
- Hamilton
- Hardee
- Hendry
- Hernando
- Highlands
- Hillsborough
- Holmes
- Indian River
- Jackson
- Jefferson
- Lafayette
- Lake
- Lee
- Leon
- Levy
- Liberty
- Madison
- Manatee
- Marion
- Martin
- Miami-Dade
- Monroe
- Nassau

- Okaloosa
- Okeechobee
- Orange
- Osceola
- Palm Beach
- Pasco
- Pinellas
- Polk
- Putnam
- Santa Rosa
- Sarasota
- Seminole
- St. Johns
- St. Lucie
- Sumter
- Suwannee
- Taylor
- Union
- Volusia
- Wakulla
- Walton
- Washington

Mitigate FL



APPENDIX L: Federally-Funded Subaward and Grant Agreement

Agreement Number: _____
Project Number: _____

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 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. §200.1, “pass-through entity” means “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Sub-Recipient” means “an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “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. §200.1, “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. §200.332:

Sub-Recipient’s name:	_____ 1232123132 _____
Sub-Recipient's unique entity identifier (FEIN):	_____
Federal Award Identification Number (FAIN):	_____ FEMA-DR-4337-FL _____
Federal Award Date:	_____
Subaward Period of Performance Start and End Date:	_____ Upon execution through (date) _____
Amount of Federal Funds Obligated by this Agreement:	_____ \$ _____
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	_____ \$ _____
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	_____ \$ _____
Federal award project description (see FFATA):	_____
Name of Federal awarding agency:	_____ Federal Emergency Management Agency _____
Name of pass-through entity:	_____ FL Division of Emergency Management _____
Contact information for the pass-through entity:	_____ @em.myflorida.com _____
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	_____ 97.039 Hazard Mitigation Grant Program _____
Whether the award is R&D:	_____ N/A _____
Indirect cost rate for the Federal award:	_____ N/A _____

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 _____, (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(a) 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:

Project Manager
Bureau of Mitigation
Florida Division of Emergency Management

Telephone: xxx-xxx-xxxx
Email: [@em.myflorida.com](mailto:em@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:

POC

Telephone: XXX-XXX-XXXX

Email:

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 , 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 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 \$.

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. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives 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. §200.1, 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. §200.332(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 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. §200.334, 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. §200.335, 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. §200.336, 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) 815-7671 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. §200.1, 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. §200.1, 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 200.327 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(c), 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(d) 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(2) 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”).

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at

<https://www.fema.gov/procurement-disaster-assistance-team>.

(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
 - xii. Attachment K – Certification Regarding Lobbying

(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 or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified 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. 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.

h. 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.

i. 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.

j. 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.

k. 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.

l. 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), Florida Statutes, 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 C.F.R. 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 C.F.R. 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.

If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(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: _____

By: _____

Name and Title: _____

Date: _____

FEID#: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Kevin Guthrie, 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: **\$**

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

- 2 C.F.R. 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 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Acquisition of hazard prone properties
 - Retrofitting of existing buildings and facilities
 - Elevation of flood prone structures
 - Retrofitting of existing buildings and facilities for shelters
 - Mitigation Planning Project
 - Localized Minor Drainage Improvement
 - Intermediate Stormwater Drainage System
 - Major Flood Control Drainage System
 - Generators for Critical Facilities
 - Other projects that reduce future disaster losses
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

(__ Revision)

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to _____ on _____ in _____, _____ County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-____-__-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, _____, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the 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 _____ - of _____, located in _____, _____, Florida, _____. Coordinates (____).

The scope of work shall _____. **(Use project type template)**

Include standard language - per project type, Federal, State, Florida Statutes, etc.

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

Project Locations:

ID#	Name/Station	Location	Coordinates
1)			
2)			

TASKS & DELIVERABLES:

A) Tasks: (REVISE FOR PHASE I)

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

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 work staging 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 within 10 days of execution.

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 procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

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

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

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) **ADD ALL technical conditions and requirements per project type -**
 - b) 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.

Construction Expense: 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. (REMOVE FOR PHASE I)

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll

records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): 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.

(PHASE I CONTRACTS ONLY) 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:

(ALL OTHER CONTRACTS) The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and costs related to the project as identified in the project application, and plans. The requests for reimbursement 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 final request for reimbursement shall include the final project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of _____ (SOW), located at _____ (project specific).

The project shall be designed to provide protection against a ___-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 to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit a final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.
- 4) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
- 5) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.
- 6) **ADD all Engineering conditions per project type – Engineering reviews and includes project specific conditions/requirements.**

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)
- 4) **ADD all Environmental conditions per project type / REC – EHP reviews and includes project specific conditions/requirements.**

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) Any extension of the Period of Performance shall be submitted 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.

- 5) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 6) 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.
- 7) 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.
- 8) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.
 - a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.
 - b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
 - c) SRMC cannot exceed 5% of the total project costs awarded.
 - d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
 - e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.
 - f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number ____ - __-R. It is funded under HMGP, FEMA-____-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster ____.

FEMA awarded this project on ____ __, 20__; with a Pre-Award date of ____ __, 20__; this Agreement was executed on ____ __, 20__; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on ____ __, 20__.

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

State Contracting:	3 Months
Construction Plan/Technical Specifications:	3 Months
Bidding / Local Procurement:	3 Months
Permitting:	3 Months
Construction / Installation:	15 Months
Local Inspections / Compliance:	3 Months
State Final Inspection / Compliance:	3 Months
Closeout Compliance:	3 Months
Total Period of Performance:	36 Months

BUDGET

Line-Item Budget*

Phase I	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$0.00	\$0.00	\$0.00
Labor:	\$0.00	\$0.00	\$0.00
Fees:	\$0.00	\$0.00	\$0.00
**Pre-Award:	\$0.00	\$0.00	\$0.00
Initial Agreement Amount:	\$ 0.00	\$ 0.00	\$ 0.00
***Contingency Funds:	\$0.00	\$0.00	\$0.00
Project Total:	\$ 0.00	\$ 0.00	\$ 0.00
****SRMC			
SRMC:	\$0.00	\$0.00	
SRMC-Pre-Award:	\$0.00	\$0.00	
SRMC Total:	\$ 0.00	\$ 0.00	

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

***This project has a Pre-Award, approved by FEMA in the amount of \$_____.00 project costs with a start date of ____, 20__.*

***** This project has an estimated \$____.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 \$____.00

****** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$____.00 in Federal funding.** Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This project has a **SRMC Pre-Award**, approved by FEMA in the amount of \$____.00, with a start date of _____, **20**__.

Funding Summary Totals

Federal Share:	\$0.00	(__.00%)
Non-Federal Share:	\$0.00	(__.00%)
Total Project Cost:	\$ 0.00	(100.00%)
SRMC (100% Federal)	\$0.00	

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 C.F.R. 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 C.F.R. §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” (2 C.F.R. § 200.308);
- (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 C.F.R. 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 C.F.R., 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 qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
 - (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) 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. Chapter 87 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 5 U.S.C. 7323 (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. 50, 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 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., 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 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) 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 C.F.R., 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), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.
- (4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (l)(1), 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 be 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 applicable provisions of the following laws and policies prohibiting discrimination:
 - (1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
 - (2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
 - (3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
 - (4) Age Discrimination Act of 1975, which prohibits discrimination based on age.
 - (5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 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;

- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;
- (v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388
- (w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- (jj) 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. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

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

SUB-RECIPIENT: _____

REMIT ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PROJECT TYPE: _____ PROJECT #: _____

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: _____

APPROVED BUDGET: _____ FEDERAL SHARE: _____ MATCH: _____

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

Invoice Period: _____ through _____ Payment #: _____

Total of Previous Payments to Date: _____ (Federal)

Eligible Amount 100% (Current Request)	Obligated Federal Amount %	Obligated Non- Federal %	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 \$ _____	GOVERNOR'S AUTHORIZED REPRESENTATIVE _____ DATE _____
APPROVED SRMC TOTAL: \$ _____	
APPROVED FOR PAYMENT \$ _____	

**Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: _____ PAYMENT #: _____
 PROJECT TYPE: _____ PROJECT #: _____
 PROGRAM: Hazard Mitigation Grant Program CONTRACT #: _____

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
<i>This payment represents</i> <i>%</i> <i>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:

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

<p><input type="checkbox"/> ADVANCE REQUESTED</p> <p>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.</p>
--

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
QUARTERLY REPORT FORM**

Instructions: Complete and submit this form to State Project Manager within 15-days after each quarter:

SUB-RECIPIENT: _____ PROJECT #: _____
 PROJECT TYPE: _____ CONTRACT #: _____
 PROGRAM: Hazard Mitigation Grant Program QUARTER ENDING: _____

Advance Payment Information:

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

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): \$ _____

Target Dates (State Agreement):

Contract Execution Date: _____ Contract Expiration Date: _____
 Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? Yes No (If No, Describe under **Issues** below)

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

<u>Milestone</u>	<u>Dates</u> (estimated)
<u>State Contracting</u>	
<u>Closeout Compliance</u>	
<i>Estimated Project Completion Date:</i>	

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

Cost Status: Cost Unchanged Under Budget Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: No Action Required, OR

Action Required: _____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: _____%

Date Reviewed: _____ Reviewer: _____ *Project Manager*

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 200.327).

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

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

Sub-Recipient's Name

DEM Contract Number

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 #: FEMA project #

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ Federal share amount only

OBLIGATION/ACTION DATE: date awarded to State of Florida

SUBAWARD DATE (if applicable): _____

DUNS#: #####

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)

The Project Scope of Work goes here _____

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 C.F.R. 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/excomp.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 C.F.R. 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: _____

NAME AND TITLE: _____

DATE: _____

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 following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:¹

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity
Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(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 C.F.R. 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 C.F.R. 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 Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

¹ For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

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 C.F.R. 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 C.F.R. § 401.2 (a) and the recipient or Sub-recipient 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 Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by 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) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 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 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. 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.

(I) 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 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.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available* at https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

- This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

APPENDIX A, 44 C.F.R. 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 Sub-Recipient or subcontractor, _____, 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 Sub-Recipient/subcontractor's Authorized Official

Name and Title of Sub-Recipient/subcontractor's Authorized Official

Date