



INTEROFFICE MEMORANDUM

December 04, 2023

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THROUGH: Daniel P. Banks
Deputy County Administrator

FROM: James M. Fitzgerald, Fire Chief
Fire Rescue Department

CONTACT: **Lauraleigh Avery, Division Chief
Emergency Manager
Office of Emergency Management
PHONE NUMBER: 407-836-9151**

SUBJECT: January 9, 2024 - Consent Agenda Item
Agreement For Waiver Of Local Match Requirements For Public Assistance For
Hurricane Ian And Hurricane Nicole (SB4A Waiver)

The Office of Emergency Management seeks to opt-in to the waiver of local match requirements Senate Bill 4-A (SB4-A) Program. SB4-A appropriates \$350 million to the Florida Division of Emergency Management (FDEM) to provide full match requirement for Public Assistance grants to local governments affected by Hurricane Ian and/or Hurricane Nicole.

Funds will be allocated to all local governments who have an executed agreement with FDEM based on the following representations: 1) a county represents it is an eligible local government within a county designated in the FEMA disaster declarations for Hurricane Ian/or Hurricane Nicole, 2) the participant bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and 3) a county agrees to have its portion of the match requirements waived and to use an equal amount of funds toward further disaster recovery and/or mitigation.

Orange County has met all of the representations stated above to be eligible for the SB4-A Program.

ACTION REQUESTED: Approval and execution of Agreement for Waiver of Local Match Requirements for Public Assistance for Hurricane Ian and Hurricane Nicole (SB4A Waiver) Agreement Number: SA-51724 by the State of Florida, Division of Emergency Management and Orange County.

attachments

c: Byron W. Brooks, AICP, County Administrator

AGREEMENT FOR WAIVER OF LOCAL MATCH REQUIREMENTS FOR PUBLIC ASSISTANCE FOR HURRICANE IAN AND HURRICANE NICOLE (SB4A Waiver)

The following Agreement is entered into pursuant to section 252.37(5)(c), Florida Statutes, which provides that the Florida Legislature intends to provide the applicable match requirement for Public Assistance Program (PA) grants to local governments within a county designated in the Federal Emergency Management Agency (FEMA) disaster declarations for Hurricane Ian and/or Hurricane Nicole, on a first-come, first-served basis, subject to certain requirements:

Subrecipient's name:	Orange County
Subrecipient's unique entity identifier (UEI):	ZAMZMX9ZHCM9
Subrecipients FIPS Number:	095-99095-00
Waiver Opt-In Date:	
PA Contract Number Ian (if applicable)	Z2892
PA Contract Number Nicole (if applicable)	
State award project description:	A waiver of local match requirements for Public Assistance for local government entities in eligible counties impacted by Hurricane Ian and/or Hurricane Nicole agreeing to use an equal amount of funds for disaster recovery and mitigation, subject to the availability of funds which are allocated on a first-come, first-served basis.
Contact information for agreement parties:	Florida Division of Emergency Management Bureau of Recovery 2555 Shumard Oak Blvd Tallahassee, FL 32399-2100

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 Orange County (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is an eligible local government within a county designated in the FEMA disaster declarations for Hurricane Ian and/or Hurricane Nicole.

B. The Subrecipient, by its decision to participate in this waiver program, bears the ultimate

responsibility for ensuring compliance with all applicable State and Federal laws, regulations, and policies, and is solely responsible for any consequences of adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority.

- C. This Agreement memorializes the mutual understanding between the Division and the Subrecipient that the Division will pay waiver funds on a first-come, first-served basis to the Subrecipient.
- D. The Subrecipient agrees to have its portion of the match requirements waived and to receive such funds from the Division, subject to its agreement to use an equal amount of funds toward further disaster recovery and/or mitigation. The local government will be required to provide an update on their efforts, upon request from the Division.

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

Section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

- A. Performance under this Agreement is subject to section 252.37(5)(c), Florida Statutes.
- B. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which Federal funds are awarded or as otherwise indicated as retroactively applied.

(3) EXECUTION

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

(4) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by the Division and/or FEMA for each Category of Work type.

The Period of this Agreement extends until such time as the legislatively appropriated funds are exhausted, the funding sunsets, and/or the enabling statute expires or is repealed, whichever occurs first. Unless amended, the enabling statute expires June 30, 2027.

(5) FUNDING

- A. The amount of total available funding for this waiver is limited to the local match requirement of the non-federal cost share of a FEMA-obligated project. The local government will be liable for repayment (see (6) REPAYMENT) upon deobligation from FEMA for any dispersed funds.
- B. Payments to Subrecipients are contingent upon the granting of budget authority to the Division.
- C. The amount of waiver funding available is dependent upon the Subrecipient agreeing to provide matching funds for disaster recovery and/or mitigation.
 - i. Disaster Recovery (Public Assistance and Individual Assistance) may include, but not be limited to, activities such as:
 - Planning: Mitigate against future risks to the community through the development of pre-and post-disaster plans, such as Long-Term Recovery Planning, Continuity of Operations Planning, or Debris Management Planning.
 - Housing: Implement housing solutions that effectively support the whole community's needs and contribute to its sustainability and resilience.
 - Infrastructure: Repair, replace, or improve impacted public infrastructure to support a viable, resilient community.
 - Economic Recovery: Return economic and business activities (including food and agriculture) to a healthy state and develop new business and employment opportunities that result in an economically viable community.
 - Health & Social Service: Restore and improve health and social services capabilities and networks to promote resilience, independence, health (including behavioral health), and well-being of the whole community.
 - Long-Term Recovery: Providing coordinated service to enable individuals, households, and communities to recover. Associated activities include the administration of a Long-Term Recovery Group or Organization, survivor outreach, disaster case management, and direct service delivery.

- Direct Survivor Assistance:
 - Assistance with insurance deductibles;
 - Temporary lodging assistance;
 - Temporary utility payment assistance;
 - Transportation assistance;
 - Personal property replacement;
 - Permitting fees associated with repair and rebuild activities; and
 - Assistance with medical, dental, or mental health care.
- ii. Mitigation may include, but not be limited to, activities such as:
 - Planning: Mitigate against future risks to the community through the update of an existing local mitigation strategy plan, or the development or update of a flood mitigation plan, in accordance with FEMA and State requirements.
 - Infrastructure: Modify or repair public or critical infrastructure in a manner that reduces the impact of future risk.
 - FEMA local match requirements: Cover the local match cost share required for projects funded under the Hazard Mitigation Grant Programs (HMGP), Building Resilient Infrastructure and Communities (BRIC) Program, or Flood Mitigation Assistance (FMA).

(6) REPAYMENTS

- A. Refunds or repayments of obligated funds may be paid to the Division through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Division to off-set against other obligated projects where deemed appropriate. In accordance with chapter 255, Florida Statutes, the Subrecipient has 30 days to repay the funds from the issuance of the invoice from the Division. The Division may impose a 1% per month interest fee for unpaid invoices.
- B. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

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

(7) TERMINATION

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the PA Program requirements. The Division reserves the right to remove any local government from the SB4A program if the Division has reason to believe that the local government is engaged in fraud, waste, abuse, or noncompliance with State and/or Federal laws. This Agreement shall otherwise terminate upon the expiration or repeal of the enabling statute. Unless amended, the enabling statute expires June 30, 2027. The Division and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

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

SUBRECIPIENT: Orange County, Florida

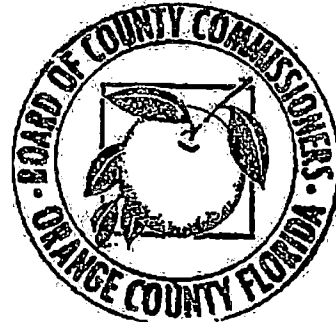
By: *Jerry L. Demings*

(Signature)

Name: for Jerry L. Demings

Title: Orange County, Mayor

Date: January 9, 2024



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

By: Melissa Shirah
Digitally signed by Melissa Shirah
DN: dc=org, dc=floc, ou=DEM_Users, ou=Recovery,
cn=Melissa Shirah, email=Melissa.Shirah@em.myflorida.com
Date: 2024.03.04 11:42:13 -0500

Governor's Authorized Representative
or Alternate Governor's Authorized
Representative

Date: _____