



Interoffice Memorandum

May 9, 2024

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

FROM: Joseph C. Kunkel, P. E., Director, Public Works Department

Handwritten signature of Joseph C. Kunkel in black ink.

CONTACT PERSON: Michael J. Drozeck, P. E., CFM, Manager
Stormwater Management Division

Handwritten initials "MJD" in black ink.

PHONE NUMBER: (407) 836-7945

SUBJ: Modification of FEMA's HMGP Subgrant Agreement for Orlo Vista Neighborhood Drainage Phase II – Construction

On April 5, 2022, the Board approved the Memorandum of Agreement between the State of Florida Division of Emergency Management (FDEM) and Orange County for the Orlo Vista Neighborhood Drainage Project Phase 2 – Construction. The Federal funding consisted of \$7,288,637.92. The Contract was executed on April 19, 2022.

On August 22, 2023, the Board approved the Memorandum of Modification Number One to Subgrant Agreement, to increase the total funding amount by \$10,738,126.83. Also, Sub-recipient Management Costs were included for this project in the amount of \$400,000 for a maximum payable under the Agreement to \$18,026,764.75.

In November 2023, the County submitted a Time Extension Request to FDEM asking them to extend the period of performance of the project from February 28, 2024, through August 31, 2025, due to construction delays caused by supply chain issues. The County was notified that a time extension would be granted. On April 26, 2024, the County officially received Modification #2 (MOD#2) to the contract which extended the period of performance from February 28, 2024, through October 31, 2025.

MOD#2 to the contract was submitted to the County Attorney's Office for their review and was subsequently approved.

Action Requested: Approval and execution of Modification to Subgrant Agreement between the Division of Emergency Management and Orange County Contract Number: H0816 Project Number: 4337-023-A for Orlo Vista Neighborhood Drainage Project Phase II. District 6.

JCK/MD/lk

Attachment(s)

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	Orange County
PROJECT #:	4337-023-A
PROJECT TITLE:	Orange County Orlo Vista Neighborhood Drainage - Phase II
CONTRACT #:	H0816
MODIFICATION #:	Two (2)

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Ms. Liliana Ramirez Stormwater Management Division-Engineer II Orange County 4200 South John Young Parkway Orlando, Florida 32839

Enclosed is your copy of the proposed contract/modification between **Orange County** and the Florida Division of Emergency Management (FDEM).

COMPLETE	
<input type="checkbox"/>	This form is required to be included <u>with all Reviews, Approvals, and Submittals</u>
<input type="checkbox"/>	Reviewed and Approved
<input type="checkbox"/>	Signed & Dated Electronic Copy by Official Representative
<input type="checkbox"/>	Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
<input type="checkbox"/>	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated
	<input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input type="checkbox"/>	Attachment K – Certification Regarding Lobbying - completed, signed, and dated
	<input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input type="checkbox"/>	Attachment L – Contracts with Non-Profit Organizations - completed, signed, and dated
<input type="checkbox"/>	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 328-3332 or email me at Suzi.Boydston@em.myflorida.com.

BCC Mtg. Date: May 21, 2024

Contract Number: H0816

Project Number: 4337-023-A

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
ORANGE COUNTY**

This Modification Number Two made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Orange County ("the Sub-Recipient") to modify Contract Number H0816, dated, April 19, 2022 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of \$ 18,026,764.75, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient intend to modify the Agreement; and

WHEREAS, the Agreement expired on February 28, 2024; and

WHEREAS, the Division and the Sub-Recipient intend to reinstate and extend the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby reinstated and extended as though it had never expired.
2. Paragraph 8 of the Agreement is hereby amended to read as follows:
(8) PERIOD OF AGREEMENT
This Agreement shall begin April 19, 2022, and shall end October 31, 2025, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.
3. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 2nd Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
4. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
5. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.
6. Quarterly Reports are due to the Division no later than 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.

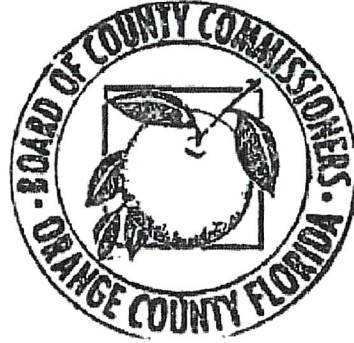
IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: ORANGE COUNTY

By: *Byron W. Brooks*

Name and Title: Byron W. Brooks for Jerry L. Demings

Date: May 21, 2024



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: *Kevin Guthrie*

for Name and Title: Kevin Guthrie, Director

Date: 27 June 2024

Attachment A
(2nd Revision)
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve drainage to the Orlo Vista Neighborhood in Orlando, Orange County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-023-A**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, Orange County, agrees to administer and complete the project per sealed engineering designs and construction plans 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 drainage improvements to the Orlo Vista Neighborhood, located in Orlando, Orange County, Florida, 32811.

The HMGP Phase II – Construction scope of work shall include excavation in the three (3) existing ponds to increase depth and capacity, along with the construction of a new pump station at the southeast slope of the western pond. The proposed pond slopes for the west pond are proposed to be graded at 3:1 Horizontal:Vertical (H:V), 4:1, 5:1, 6:1, 20:1, or 50:1 slopes and armored with geoweb filled with crushed coarse aggregate when necessary. The design depth of the west pond is 60 feet, or existing (where deeper). The proposed pond slopes for the north pond are proposed to be graded at 3:1 (H:V), 4:1, 6:1, 20:1, 50:1 or flat slopes and armored with geoweb filled with crushed coarse aggregate when necessary. The design depth of the north pond is 62 feet. The proposed pond slopes for the south pond are proposed to be graded at 3:1 (H:V), 4:1, 5:1, 6:1, 8:1, 20:1, or 50:1 slopes and armored with geoweb filled with crushed coarse aggregate when necessary. The design depth of the south pond is 60 feet. The permeant pool volume of the three pond system shall increase from approximately 161 Acre feet (ac-ft) to approximately 437 ac-ft.

Three (3) new 48" (inch) Reinforced Concrete Pipe (RCP) culverts are proposed to provide necessary connectivity between the ponds and contributing drainage area. 333 linear feet (LF) of 48" RCP is designed to connect the south and west ponds. 349 LF of 48" RCP is designed to connect the north and west ponds. 31 LF of 48" RCP is designed to connect the contributing drainage area to the west pond. The new pump station shall include submerged axial / mixed flow pumps with a capacity of 40,000 gallons and a permanent backup generator. The backup generator has a design capacity of 750kW, including a 480V 3 phase automatic transfer switch (ATS) and a 5,000 Gallon Horizontal Double-Walled Diesel Storage Tank. The design documents identify a weatherproof sound attenuated walk-in type 65,000 Ampere Interrupting Capacity (AIC) National Electrical Manufacturers Association (NEMA) 1 Enclosure as typical for the Underwriters Laboratory (U.L.) listed protection provided.

The proposed force main is a 48" High-Density Polyethylene (HDPE) pipe that shall convey water approximately 1,167.56 LF from the new pump station to the existing pump station and on to Shingle Creek. The existing pumps in the pump station shall be removed. At the existing pump station, the proposed force main shall connect to the existing force main which conveys water to Shingle Creek. Shingle Creek is the current system outfall and remains the design system outfall location. All activities are part of stormwater conveyance improvements and flood abatement for the Orlo Vista Neighborhood and surrounding areas.

The project shall provide protection against a 100-year storm event. The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its

location requirements. Activities shall be completed in strict compliance with Federal, State and Local Project Locations:

ID#	Location	Coordinates	
1)	Orlo Vista Neighborhood Orlando, Florida 32811	NE	(28.548043,-81.451626)
		NW	(28.548022,-81.457789)
		SE	(28.541239,-81.451597)
		SW	(28.541219,-81.457760)

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the 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.

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 installation to improve the drainage and provide flood protection.

The project shall be implemented in accordance with sealed engineering designs and construction plans previously 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 project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project

terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

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 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 contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

- a) Copy of permits(s), notice of commencement.
 - b) Local Building Official Inspection Report and Final Approval.
 - c) Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and an electronic version (via email or CD).
 - d) Letter of Completion:
 1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and
 2. Certifying Compliance with all applicable codes.
 - e) Letter verifying compliance with the National Historic Preservation Act, to include whether archaeological materials or human remains were encountered during project activities and, if so, how they were handled in accordance with Florida Statutes, Section 872.05.
 - f) Verification letter or documentation showing the generator and electrical component are protected to the 500-year (0.2% annual chance) flood elevation.
 - g) Verification of compliance with Florida Department of Environmental Protection (FDEP) Dewatering Operations Permit number: FLG072449.
 - h) Verification of compliance with South Florida Water Management District (SFWMD) Environmental Resource Program (ERP) permit number: 48-103547-P.
 - i) Verification of compliance with United States Fish and Wildlife Service (USFWS) Short-Term Eagle Incidental Take Permit number: MB89957D.
 - j) Letter verifying compliance with United States Fish and Wildlife Service (USFWS) Nationwide Standard Conservation Measures.
 - k) Verification letter or documentation showing the fill was obtained either from a commercial source or a privately owned borrow pit where the fill was not obtained by the horizontal expansion of the pre-existing pit.
 - l) Proof of compliance with Project Conditions and Requirements contained 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.

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.

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 separately 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.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, sealed engineering designs, and construction 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 construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of drainage improvements to the Orlo Vista Neighborhood, located in Orlando, Florida, 32811 including stormwater conveyance improvements, flood abatement and providing protection to the Orlo Vista Neighborhood and surrounding areas.

The completed project shall provide protection against a 100-year storm event. The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the SFHA and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local 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 submit a signed and sealed 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, if any.
- 3) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 4) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. 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) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 6) 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.

D) Environmental:

- 1) 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 environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies shall be redone.
- 2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) re-evaluation before starting project work.
- 3) The Sub-Recipient shall monitor ground disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources, the Division's State Mitigation Environmental Lead and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA and the Division have completed consultation with SHPO, Tribes, and other consulting parties as necessary.

In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with **Florida Statutes, Section 872.05**.

- 4) The generator and electrical component are supporting a critical action and shall be protected to the 500 year (0.2% annual chance) flood elevation. The Sub-Recipient shall submit documentation to the State and FEMA documenting compliance with this condition.
- 5) The Sub-Recipient shall comply with the conditions of the FDEP Generic Permit for Discharge of Ground Water from Dewatering Operations Permit FLG072449. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout.
- 6) The Sub-Recipient shall comply with the conditions of the SFWMD ERP 48-103547-P. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout.
- 7) The Sub-Recipient shall comply with the conditions of the USFWS Short-Term Eagle Incidental Take Permit MB89957D. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout.
- 8) The Sub-Recipient shall follow applicable USFWS National Standard Conservation Measures. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at closeout.
- 9) Fill shall come from either a commercial source or a privately owned borrow pit where the fill is not obtained by the horizontal expansion of the pre-existing pit.
- 10) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

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) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.
- 5) Any extension of the Period of Performance shall be submitted to FEMA 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 the 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.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) 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.
- 8) If the Sub-Recipient is not the current title holder of the affected properties, the Sub-Recipient shall provide documentation confirming the property acquisition and easement rights were obtained voluntarily. If condemnation or eminent domain is used to obtain easement rights, FEMA shall not pay for any associated costs or payments to the property owner. Furthermore, FEMA shall not consider it an eligible contribution to the non-Federal cost share requirement and shall not financially participate in that component of a project if land or easements are obtained involuntarily.
- 9) Special Conditions required on implementation of project:
 - a) **EO 11988 CONDITION:** The generator and electrical component are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. The Sub-Recipient must submit documentation to the State and FEMA documenting compliance with this condition. **Source of Condition:** Executive Order 11988 (EO) – Floodplains **Monitoring Required: No**
 - b) **CWA CONDITION:** The subgrantee must comply with the conditions of the FDEP Generic Permit for Discharge of Ground Water from Dewatering Operations Permit FLG072449. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of Condition:** Clean Water Act (CWA) **Monitoring: No**
 - c) **CZMA CONDITION:** The subgrantee must comply with the conditions of the SFWMD ERP 48-103547-P. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of Condition:** Coastal Zone Management Act (CZMA) **Monitoring: No**
 - d) **MBTA CONDITION:** The subgrantee must comply with the conditions of the USFWS Short-Term Eagle Incidental Take Permit MB89957D. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of Condition:** Migratory Bird Treaty Act (MBTA) **Monitoring: No**
 - e) **NHPA CONDITION:** If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Florida Division of Historic Resources and FEMA within 24

hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities; all work shall stop immediately, and the proper authorities notified, in accordance with Florida Statutes, Section 872.05. **Source of Condition:** National Historic Preservation Act (NHPA) **Monitoring:** No

- f) **NHPA CONDITION:** Any changes to the approved scope of work shall require submission to, and evaluation and approval by, the State and FEMA, prior to initiation of any work, for compliance with Section 106. **Source of Condition:** National Historic Preservation Act (NHPA) **Monitoring:** No
 - g) **NHPA CONDITION:** Offsite fill shall come from either a commercial source or privately owned borrow pit where the fill is not obtained by the horizontal expansion of the pre-existing pit. **Source of Condition:** National Historic Preservation Act (NHPA) **Monitoring:** No
- 10) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.
- 11) 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 **4337-023-R**, and shall be reported under **4337-023-A**. It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on January 11, 2022; this Agreement was executed on April 19, 2022, and the Period of Performance for this project shall end on **October 31, 2025**.

FINANCIAL CONSEQUENCES:

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

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

SCHEDULE OF WORK

Phase II-

State Contracting:	3 Months
Construction Plan/Technical Specifications:	3 Months
Bidding / Local Procurement:	4 Months
Construction / Installation:	27 Months
Local Inspections / Compliance:	3 Months
State Final Inspections / Compliance:	3 Months
Closeout Compliance:	3 Months
Total Period of Performance:	46 Months

BUDGET

Line Item Budget*

Phase II	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$9,867,422.00	\$7,400,566.50	\$2,466,855.50
Labor:	\$11,667,500.00	\$8,750,625.00	\$2,916,875.00
Fees:	\$1,967,431.00	\$1,475,573.25	\$491,857.75
Initial Agreement Amount:	\$23,502,353.00	\$17,626,764.75	\$5,875,588.25
***Contingency Funds:	\$0.00	\$0.00	\$0.00
Project Total:	\$23,502,353.00	\$17,626,764.75	\$5,875,588.25
****SRMC			
SRMC:	\$400,000.00	\$400,000.00	
SRMC-Pre-Award:	\$0.00	\$0.00	
SRMC Total:	\$400,000.00	\$400,000.00	

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

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

****** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$400,000.00 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.

Funding Summary Totals

Federal Share:	\$17,626,764.75	(75.00%)
Non-Federal Share:	\$5,875,588.25	(25.00%)
Total Project Cost:	\$23,502,353.00	(100.00%)
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SRMC (100% Federal)	\$400,000.00	