

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

<b>REQUEST FOR REVIEW AND APPROVAL</b>	
<b>SUB-RECIPIENT:</b>	City of Pinellas Park
<b>PROJECT #:</b>	4337-503-R
<b>PROJECT TITLE:</b>	City of Pinellas Park, Sixteen Public Facilities, Wind Retrofit and Generator
<b>HMGP CONTRACT #:</b>	H0789
<b>SM CONTRACT #:</b> (if applicable)	
<b>MODIFICATION #:</b>	2

<b>SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)</b>	
	<b>Elizabeth St. Pierre</b> <b>Community Services Manager</b> <b>6051 78 Avenue North</b> <b>Pinellas Park, Florida 33781</b>

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

<b>COMPLETE</b>	
<input type="checkbox"/>	This form is required to be included with all Reviews, Approvals, and Submittals
<input checked="" type="checkbox"/>	Reviewed and Approved
<input checked="" type="checkbox"/>	Signed & Dated Electronic Copy of HMGP Contract by Official Representative
<input type="checkbox"/>	Signed & Dated Electronic Copy of SM Contract by Official Representative (if applicable)
<input checked="" type="checkbox"/>	<b>Copy of the organization's resolution or charter</b> 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 checked="" type="checkbox"/> N/A for Modifications or State Funded Agreements
<input type="checkbox"/>	Attachment K – Certification Regarding Lobbying - completed, signed, and dated  <input checked="" type="checkbox"/> N/A for Modifications or State Funded Agreements
<input checked="" type="checkbox"/>	Attachment L – FACTS - completed, signed, and dated  <input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input type="checkbox"/>	Attachment M – Foreign County of Concern Affidavit completed, signed, and dated  <input checked="" type="checkbox"/> N/A for Modifications or State Funded Agreements
<input checked="" 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)-328-3345 or email me at [Sydney.Anderso@em.myflorida.com](mailto:Sydney.Anderso@em.myflorida.com).

Contract Number: H0789

Project Number: 4337-503-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN  
THE DIVISION OF EMERGENCY MANAGEMENT AND  
CITY OF PINELLAS PARK**

---

This Modification Number Two is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and City of Pinellas Park ("Sub-Recipient") to modify Contract Number H0789, dated March 24, 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 Sub-Recipient under the Hazard Mitigation Grant Program of \$1,118,198.25 in Federal funds; and

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

WHEREAS, the Agreement shall expire on July 31, 2026.

WHEREAS, the Division and the Sub-Recipient intend to 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. Paragraph 8 of the Agreement is hereby amended to read as follows:

**(8) PERIOD OF AGREEMENT**

This Agreement shall begin March 24, 2022 and shall end December 31, 2026; unless terminated earlier in accordance with the provisions of paragraph (17) of this Agreement

2. The Scope of Work, to the Agreement, are hereby modified as set forth in 2<sup>nd</sup> Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
3. 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.
4. 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.
5. 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.
6. Attachment L - Florida Accountability Contract Tracking System (FACTS) Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes, Instructions and Worksheet is hereby incorporated into the Agreement and is required to be completed by the subrecipient and returned the Division.

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

**SUB-RECIPIENT: CITY OF PINELLAS PARK**

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

Name and Title: \_\_\_\_\_

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

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

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

Name and Title: Kevin Guthrie, Director

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

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

**STATEMENT OF PURPOSE:**

The purpose of this Scope of Work is to provide protection to three (3) public facilities, in Pinellas Park, Pinellas County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-503-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Pinellas Park, 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 shall provide wind protection to three (3) public facilities, located in Pinellas Park, Florida 33781 and 33782.

The HMGP project scope of work proposes wind retrofit activities to protect the building envelope including all exterior openings and the installation of impact resistant glass to protect large architectural windows at the following locations:

ID#	Facility Name	Address	Mitigation Activities
1	Fire Station #33	5000 82nd Avenue N, Pinellas Park, FL 33781	Opening Protection <i>Removed on 1/13/25</i>
2	Fire Station #34	6565 94th Avenue N, Pinellas Park, FL 33782	Opening Protection
3	Fire Station #35	11350 43rd Street N, Pinellas Park, FL 33762	Opening Protection <i>Removed on 1/13/25</i>
4	Broderick Recreation Center	6101 66th Avenue N, Pinellas Park, FL 33781	Opening Protection <i>Removed on 1/13/25</i>
5	Forbes Recreation Center	6401 94th Avenue, Pinellas Park, FL 33782	Opening Protection
6	Skyview Recreation Center	9010 54th Way, Pinellas Park, FL 33782	Opening Protection <i>Removed on 1/13/25</i>
7	Technical Services	6051 78th Avenue N, Pinellas Park, FL 33781	Opening Protection
8	Neighborhood Services	7780 60th Street N, Pinellas Park, FL 33781	Opening Protection <i>Removed on 1/13/25</i>

9	Barbara S Ponce Public Library	7770 52nd Street N, Pinellas Park, FL 33781	Opening Protection, Roof Hardening and Generator. <i>Removed on 1/13/25</i>
10	Performing Arts Center	4951 78th Avenue N, Pinellas Park, FL 33781	Opening Protection <i>Removed on 1/13/25</i>
11	Classical Christian School	4981 78th Avenue N, Pinellas Park, FL 33781	Opening Protection <i>Removed on 1/13/25</i>
12	Tire Kingdom	7900 49th Street N, Pinellas Park, FL 33781	Opening Protection <i>Removed on 1/13/25</i>
13	Senior Center	7625 59th Street N, Pinellas Park, FL 33781	Opening Protection <i>Removed on 1/13/25</i>
14	Senior Center Annex	7650 58th Street N, Pinellas Park, FL 33781	Opening Protection <i>Removed on 1/13/25</i>
15	Teen Recreational Center	4000 66th Avenue N, Pinellas Park, FL 33781	Opening Protection <i>Removed on 1/13/25</i>
16	Purchasing	6051 78th Avenue N, Pinellas Park, FL 33781	Opening Protection <i>Removed on 1/13/25</i>

Wind protections shall be provided on any other opening such as vents, louvers, and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications.

The project shall provide wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment shall be made.

Project Locations:

ID#	Name/Station	Location	Coordinates
2)	Fire Station #34	6565 94th Avenue North, Pinellas Park, Florida, 33782	(27.857836, -82.727588)
5)	Forbes Recreation Center	6401 94th Avenue, Pinellas Park, Florida, 33782	(27.858561, -82.725540)
7)	Technical Services	6051 78th Avenue North, Pinellas Park, Florida, 33781	(27.843369, -82.716967)

**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 procurement and installation of all opening protection 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 project shall protect the structure from windblown debris resulting from high windstorms which shall allow the function of the structures to continue following a severe wind event.

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

- a) Copy of permit(s), notice of commencement.
- b) Local Building Official Inspection Report and Final Approval.

- c) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
  - d) Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are **signed, sealed, and inspected by a structural engineer** who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment will be made.
  - e) Verification letter or documentation showing if human remains or intact archaeological deposits were discovered during project activities and, if so, how they were handled in accordance with Florida Statutes.
  - f) 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 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.

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, 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 construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

**B) Deliverables:**

Mitigation Activities consist of providing protection to three (3) public facilities, located in Pinellas Park, Florida 33781 and 33782, by protecting the building envelope including all exterior openings and installing impact resistant glass to large architectural windows. Protection shall be provided on all exterior openings, such as doors, windows, skylights, vents, louvers, and exhaust fans on the structures.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications.

The project shall provide wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and

inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment shall be made.

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 all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 4) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet or exceed the wind and impact standards of the current local codes.
- 5) Product Specifications documentation satisfying protection requirements for all products utilized shall be provided to the Division for closeout.
- 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. Glazing in structures shall be impact resistant or protected with an impact resistant covering meeting the requirements of SSTD 12, ASTM E 1886 and ASTM E 1996, ANSI/DASMA 115 (for garage doors and rolling doors) or Miami-Dade TAS 201, 202 and 203 or AAMA 506 referenced therein as follows:
  - a) Glazed openings located within 30 feet (9.1 m) of grade shall meet the requirements of the Large Missile Test.
  - b) Glazed openings located more than 30 feet (9.1 m) above grade shall meet the provisions of the Small Missile Test.
  - c) Louvers protecting intake and exhaust ventilation ducts not assumed to be open that are located within 30 feet (9144 mm) of grade shall meet requirements of the Large Missile Test.

Impact-resistant coverings shall be tested at 1.5 times the design pressure (Positive or Negative) expressed in pounds per square feet as determined by the Florida Building Code, Building Section 1609, for which the specimen is to be tested.

- 7) The local municipal or county building department shall inspect the installation according to the manufacturer's specifications and ensure that the above referenced standards have been met; documentation shall be provided to the Division for closeout.
- 8) The materials and work funded pursuant to this Sub-grant Agreement are intended to decrease the vulnerability of the structure to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural or manmade disaster.
- 9) The funding provided by the Division under this subaward shall compensate for the materials, labor and fees for the hardening activities as a retrofit measure for the Sub-Recipient's structures to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Division does not confer or imply any warranty of use or suitability for the work performed pursuant to this agreement. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied warranties and/or

conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.

- 10) This project has not been evaluated by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Shelter and thus does not provide "near absolute protection". It is understood and agreed by the Division and the Sub-Recipient that the structure may have vulnerabilities due to age, design and location that may result in damage to the structure from wind events even after the installation of the mitigation measures funded under this Sub-grant Agreement. It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation action, although meeting State standards and codes and enhancing the structural integrity of the structure, does not ensure the safety or survival of occupants.

**D) Environmental:**

- 1) 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 environmental permits and clearances may jeopardize federal funding.
- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Sub-Recipient will 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 will 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 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.
- 5) Any changes to the approved scope of work will require submission to, and evaluation and approval by, the Division and FEMA, prior to initiation of any work, for compliance with Section 106.
- 6) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

**E) Programmatic:**

- 1) 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.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the impact to the budget.
- 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 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 new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) 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.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
- 8) The Sub-Recipient must provide the Division (FDEM) documentation of compliance with Florida Statutes 553.896 Mitigation grant program guidelines (as follows).
  - (1) *The Legislature finds that facilities owned by the government and those designated to protect the public should be the first to adopt the best practices, active risk management, and improved security planning. These facilities should be protected to a higher level.*
  - (2) *Beginning with grant funds approved after July 1, 2005, the construction of new or retrofitted window or door coverings that is funded by a hazard-mitigation grant program or shelter-retrofit program must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. **Before the Division of Emergency Management forwards payment to a recipient of the grant, an inspection report and attestation or a copy of the signed and sealed plans shall be provided to the department.***
  - (3) *If the construction is funded by a hazard mitigation grant or shelter retrofit program, the Division of Emergency Management shall advise the county, municipality, or other entity applying for the grant that the cost or price of the project is not the sole criterion for selecting a vendor.*
  - (4) *A project funded under mitigation or retrofit grants is subject to inspection by the local building officials in the county in which the project is performed.*
- 9) Special Conditions required for the implementation of the project:
  - a) **NHPA CONDITION:** If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Sub-Recipient will 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 will 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 Required: No**
  - b) **NHPA CONDITION:** Any changes to the approved scope of work will 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 Required: 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.

This is FEMA project number **4337-503-R**. 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 August 10, 2021; this Agreement was executed on March 24, 2022, and the Period of Performance for this project shall end on **December 31, 2026**.

**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:	13	Months
Construction Plan/Technical Specifications:	26	Months
Bidding / Local Procurement:	16	Months
Permitting:	1	Month
Construction / Installation:	5	Months
Local Inspections / Compliance:	1	Month
State Final Inspection / Compliance:	1	Month
Closeout Compliance:	1	Month
<b>Total Period of Performance:</b>	<b>64</b>	<b>Months</b>

**BUDGET**

**Line Item Budget\***

	<u>Project Cost</u>	<u>Federal Cost</u>	<u>Non-Federal Cost</u>
Materials:	\$968,138.00	\$726,103.50	\$242,034.50
Labor:	\$0.00	\$0.00	\$0.00
Fees:	\$522,793.00	\$392,094.75	\$130,698.25
<b>Initial Agreement Amount:</b>	<b>\$1,490,931.00</b>	<b>\$1,118,198.25</b>	<b>\$372,732.75</b>
***Contingency Funds:	\$74,546.00	\$55,909.50	\$18,636.50
<b>Project Total:</b>	<b>\$1,565,477.00</b>	<b>\$1,174,107.75</b>	<b>\$391,369.25</b>

*\*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 \$74,546.00 in contingency funds. Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-**

award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

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

**Funding Summary Totals**

Federal Share:	\$1,174,107.75	(75.00%)
Non-Federal Share:	\$391,369.25	(25.00%)
<b>Total Project Cost:</b>	<b>\$1,565,477.00</b>	<b>(100.00%)</b>

**Attachment L**  
**Florida Accountability Contract Tracking System (FACTS)**  
**Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes**  
**Instructions and Worksheet**

**PURPOSE:** Section 215.985, Florida Statutes (F.S.), amended in 2023, requires that each contract for which a state entity makes a payment pursuant to a contract executed, amended, or extended on or after July 1, 2023, the Division shall post any documents submitted pursuant to s. 216.1366, F.S., which indicates the use of state funds as remuneration under the contract or a specified payment associated with the contract on the contract tracking system.

**CONTRACT DOCUMENTATION REQUIREMENTS**

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

• As used in this subsection, the term:

- o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.
- o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
- o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

**NON-PROFIT ORGANIZATION REMUNERATION INFORMATION**

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?  
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. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?  
Yes  No

If the answer to Question 2 is “Yes,” provide the information required in the “Total Compensation Paid to Non-Profit Personnel Using State Funds” form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is “No”, move to the signature block below to complete the certification and submittal process.

**Total Compensation Paid to Non-Profit Personnel Using State Funds**

<b>Name:</b>		
<b>Title:</b>		
<b>Agency Agreement/Contract #</b>		
<b>Total Contract Amount</b>		
<b>Contract Term:</b>		
<b>Line Item Budget Category</b>	<b>Total Amount Paid</b>	<b>Amount Paid from State Funds</b>
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
<b>Reimbursements/Allowances</b>		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

**CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.**

Name:	
Signature:	
Title:	
Date:	