

MEMORANDUM

Agenda Item No. 8(L)(3)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: January 22, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving two Interlocal Agreements between Miami-Dade County ("County") and the South Florida Water Management District ("District") for secondary canal bank enhancement projects in the C-8 Basin and the C-9 Basin, by which the County would be reimbursed up to \$9,225,000.00, or 50 percent of project costs, with a required County match of up to \$9,225,000.00; authorizing the County Mayor to execute the two Interlocal Agreements, accept and expend funds, and execute necessary amendments, including for time extensions, and other grant documents, as may be required by the grant agreements, and exercise any termination provisions and all other rights contained therein

Resolution No. R-49-25

The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Port and Resiliency Committee.



Geri Bonzon-Keenan
County Attorney

GBK/ks

MDC001

Memorandum



Date: January 22, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava 
Mayor

Subject: Resolution Approving Two Interlocal Agreements between Miami-Dade County and the South Florida Water Management District for Secondary Canals Bank Enhancements Projects in the C-8 Canal Basin and C-9 Canal Basin under the Federal Emergency Management Agency's Building Resilient Infrastructure and Communities Grants Program

Executive Summary

This resolution is seeking the Miami-Dade County Board of County Commissioners (Board) to: (1) approve two Interlocal Agreements (Interlocal Agreements) between the South Florida Water Management District (District) and Miami-Dade County (County) for canal bank improvements to secondary canals in the C-8 Basin (Agreement No. 4600004771, attached to the Resolution as Exhibit 1), and for canal bank improvements to secondary canals in the C-9 Basin (Agreement No. 4600005079, attached to the Resolution as Exhibit 2); (2) delegate authority for the County Mayor or County Mayor's designee to execute both Interlocal Agreements and exercise any termination provisions and all other rights contained therein; and (3) delegate authority for the County Mayor or County Mayor's designee to execute, after review by the County Attorney's Office, amendments or extensions of time that may be necessary to complete the canal bank projects. The terms of the Interlocal Agreements are from the date of execution to February 6, 2027.

On June 6, 2024, the Federal Emergency Management Agency (FEMA) awarded reimbursement grants through the Florida Division of Emergency Management (FDEM) to the District, as sub-recipient, for resiliency projects under FEMA's Building Resilient Infrastructure and Communities (BRIC) Grant Program. In the District's grant applications to FEMA, the District partnered with the County to include secondary canal bank enhancement projects for select, critical secondary canals in the District's C-8 Canal and C-9 Canal basins to improve drainage in the northern portion of Miami-Dade County. The FEMA / FDEM grants have allocated \$4,225,000.00 in matching funds for the C-8 Basin secondary canals project, and \$5,000,000.00 in matching funds for the C-9 Basin secondary canals project, a total of \$9,225,000.00 in federal and state grant funds, for the County to complete the bidding, survey, design, permitting, and construction of the secondary canal bank enhancements.

Recommendation

It is recommended that the Board adopt the attached resolution approving Agreement No. 4600004771 for the C-8 Basin secondary canal bank enhancement grant, attached as Exhibit 1, and Agreement No. 4600005079 for the C-9 Basin secondary canal bank enhancement grant, attached as Exhibit 2. Together, these two Interlocal Agreements (collectively, the Interlocal

Agreements) will provide up to \$9,225,000.00 in grant funds to the County, to fund fifty percent of the project costs.

It is also recommended that the Board authorize the County Mayor or the County Mayor's designee to execute the Interlocal Agreements and exercise the provisions contained therein; and delegates authority to the County Mayor or County Mayor's designee to execute necessary amendments or grant documents, including for extensions of time, that may be required under the Interlocal Agreements, provided that there is no additional fiscal impact to the County.

Scope

The secondary canals to be improved are in Commission Districts 1, 2, 12, and 13, which are represented by Commissioner Oliver G. Gilbert, III, Commissioner Marleine Bastien, Commissioner Juan Carlos Bermudez, and Commissioner Rene Garcia, respectively.

Delegation of Authority

This item delegates authority to the County Mayor or County Mayor's designee to execute the Interlocal Agreements and exercise the provisions contained therein. This item also delegates authority to execute any necessary amendments and grant documents, including, but not limited, to extensions of time, that may be required under the Interlocal Agreements, provided there is no additional fiscal impact to the County.

Fiscal Impact/Funding Source

The C-8 Basin Agreement will provide up to \$4,225,000.00 to the County, while the C-9 Basin Agreement will provide up to \$5,000,000.00 to the County. Together, both Interlocal Agreements will provide up to \$9,225,000.00 in grant funds to the County, to fund fifty percent of the project costs. The County's required match for the remaining fifty percent, or \$9,225,000.00, is to be funded by the County's Stormwater Utility fees.

Track Record/Monitor

The Chief of Water Management within the Department of Regulatory and Economic Resources, Division of Environmental Resources Management, Marina Blanco-Pape, P.E., will be responsible for monitoring the Interlocal Agreements.

Background

In its application to FEMA in 2022 for funding of projects to reduce flood risks due to sea-level rise and extreme rainfall, and to protect water resources, the District included canal bank enhancements to critical secondary canals in the C-8 Basin and C-9 Basin in northern Miami-Dade County. The primary canal system, which includes major canals such as the C-8 (Biscayne Canal) and the C-9 (Snake Creek Canal), are maintained and operated by the District, while the secondary canals, located in primary canal basins, are under the County's jurisdiction.

On June 6, 2024, through FEMA's Building Resilient Infrastructure and Communities (BRIC) Program, FEMA awarded reimbursement grants to FDEM, as the pass-through agency, to fund resiliency projects in Florida.

On October 30, 2024, the FDEM and the District, as sub-recipient, executed FDEM Agreement No. B0209/SFWMD Agreement No. 4600005064 for the C-8 Basin, to transfer funds from the FDEM to the District. This executed agreement is attached as Exhibit “A” to the proposed County / District C-8 Basin Interlocal Agreement.

On November 9, 2024, the FDEM and the District, as sub-recipient, executed FDEM Agreement No. B0221/SFWMD Agreement No. 4600005068 for the C-9 Basin, to transfer funds from the FDEM to the District. This executed agreement is attached as Exhibit “A” to the proposed County / District C-9 Basin Interlocal Agreement.

FDEM will administer the awarded BRIC grants to the District in two phases. Phase 1 consists of surveying, engineering, design, plans preparation, permitting, and bidding, while Phase 2 consists of the Projects’ construction. The County employs a standard bid package with no distinction between Phase 1 and Phase 2 tasks. The County’s standard bid package will be used as the Phase 1 deliverable, and will require FDEM review and approval. The execution of the two Interlocal Agreements between the County and the District, attached to the Resolution as Exhibit 1 and Exhibit 2, are necessary prior to FDEM’s review of the County’s standard bid package.

The attached C-8 Basin Interlocal Agreement between the District and the County establishes mechanisms for the transfer of funds from the District to the County, and requires the County to perform canal bank enhancements on the following six (6) canals in the C-8 Basin: the Marco Canal (0.92 miles), NW 17 Avenue Canal (0.60 miles), Red Road/NW 57 Avenue Canal (0.72 miles), Spur Canal No. 4 (1.27 miles), Spur Canal No. 1 (0.70 miles), and the Upper Rio Vista Canal (0.04 miles).

The attached C-9 Basin Interlocal Agreement between the District and the County establishes mechanisms for the transfer of funds from the District to the County, and requires the County to perform canal bank enhancements on the following twelve (12) canals in the C-9 Basin: Red Road Canal (0.35 miles), NW 202 Street Canal (0.79 miles), Peters Pike Canal (0.57 miles), NW 27 Avenue Canal (0.20 miles), Calder Canal (0.33 miles), Lake Lucerne Canal (0.02 miles), Carol City (B, B-1) Canal (0.32 miles), Carol City (A-3) Canal (0.96 miles), North Dade Golf Canal (0.77 miles), Highland Oaks Canal (0.05 miles), East Andover Canal (0.09 miles), and the West Andover Canal (0.06 miles).



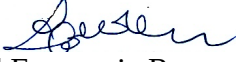
Jimmy Morales
Chief Operating Officer

Memorandum



Date: December 23, 2024

To: Eugene Love, Agenda Coordinator

From: Lourdes M. Gomez, Director 
Department of Regulatory and Economic Resources

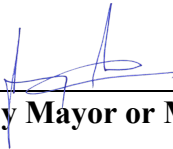
Subject: Resolution Approving Two Interlocal Agreements between Miami-Dade County and the South Florida Water Management District for Secondary Canal Bank Enhancement Projects in the C-8 Basin and C-9 Basin, by which the County would be Reimbursed up to \$9,225,000.00

I am respectfully requesting that the Resolution listed below be placed on the January Committee agenda.

The Grantor, the South Florida Water Management District (District), is requesting approval of Agreement No. 4600004771 for the C-8 Basin and Agreement No. 4600005079 for the C-9 Basin take place on the soonest agenda possible to ensure availability of funds for these two grants.

RESOLUTION APPROVING TWO INTERLOCAL AGREEMENTS BETWEEN MIAMI-DADE COUNTY ("COUNTY") AND THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT ("DISTRICT") FOR SECONDARY CANAL BANK ENHANCEMENT PROJECTS IN THE C-8 BASIN AND THE C-9 BASIN, BY WHICH THE COUNTY WOULD BE REIMBURSED UP TO \$9,225,000.00; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE TWO INTERLOCAL AGREEMENTS, ACCEPT AND EXPEND FUNDS, AND EXECUTE NECESSARY AMENDMENTS, INCLUDING FOR TIME EXTENSIONS, AND ANY OTHER DOCUMENTS AS REQUIRED BY THE GRANT AGREEMENTS, AND EXERCISE ANY TERMINATION PROVISIONS AND ALL OTHER RIGHTS CONTAINED THEREIN

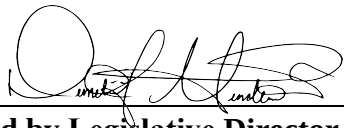
I am aware that this item is subject to approval for placement on the agenda by the Board Chairman, and review by the Office of the County Attorney.



Approved by Mayor or Mayor's Designee
Signature

Jimmy Morales

Print Name



Approved by Legislative Director or Designee
Signature

Demetria Henderson

Print Name

c: Geri Bonzon-Keenan, County Attorney
CAOagenda@miamidade.gov

MDC005



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: January 22, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(L)(3)

Please note any items checked.

- _____ **"3-Day Rule" for committees applicable if raised**
- _____ **6 weeks required between first reading and public hearing**
- _____ **4 weeks notification to municipal officials required prior to public hearing**
- _____ **Decreases revenues or increases expenditures without balancing budget**
- _____ **Budget required**
- _____ **Statement of fiscal impact required**
- _____ **Statement of social equity required**
- _____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**
- _____ **No committee review**
- _____ **Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____) to approve**
- _____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(L)(3)
1-22-25

RESOLUTION NO. R-49-25

RESOLUTION APPROVING TWO INTERLOCAL AGREEMENTS BETWEEN MIAMI-DADE COUNTY ("COUNTY") AND THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT ("DISTRICT") FOR SECONDARY CANAL BANK ENHANCEMENT PROJECTS IN THE C-8 BASIN AND THE C-9 BASIN, BY WHICH THE COUNTY WOULD BE REIMBURSED UP TO \$9,225,000.00, OR 50 PERCENT OF PROJECT COSTS, WITH A REQUIRED COUNTY MATCH OF UP TO \$9,225,000.00; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE TWO INTERLOCAL AGREEMENTS, ACCEPT AND EXPEND FUNDS, AND EXECUTE NECESSARY AMENDMENTS, INCLUDING FOR TIME EXTENSIONS, AND OTHER GRANT DOCUMENTS, AS MAY BE REQUIRED BY THE GRANT AGREEMENTS, AND EXERCISE ANY TERMINATION PROVISIONS AND ALL OTHER RIGHTS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board hereby approves the two Interlocal Agreements for canal bank enhancements of secondary canals between Miami-Dade County and the South Florida Water Management District, for (a) Agreement No. 4600004771 for C-8 Basin secondary canals attached as Exhibit 1, and for (b) Agreement No. 4600005079 for C-9 Basin secondary canals attached as

Exhibit 2, both in substantially the form attached and made a part hereof, which provide for the reimbursement of up to \$9,225,000.00, or 50 percent of project costs, by the District to Miami-Dade County for secondary canal bank enhancements in both basins, with a required County match of up to \$9,225,000.00.

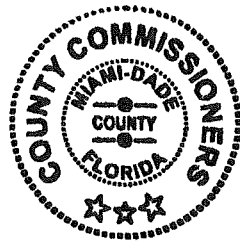
Section 2. This Board hereby authorizes the County Mayor or County Mayor's designee to execute the Interlocal Agreements attached as Exhibits 1 and 2 and to exercise any termination provisions and all other rights contained therein.

Section 3. This Board hereby delegates authority to the County Mayor or County Mayor's designee to (a) accept and expend funds, and (b) execute necessary amendments, including, but not limited to extensions of time, and other grant documents, as may be required by the Interlocal Agreements, upon review and approval by the County Attorney's Office, and provided that there is no additional fiscal impact to the County.

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Kionne L. McGhee** and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	aye		
Kionne L. McGhee, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Oliver G. Gilbert, III	aye	Roberto J. Gonzalez	aye
Keon Hardemon	absent	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 22nd day of January, 2025. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in dark ink, appearing to read "ASR", is written over a horizontal line.

Abbie Schwaderer-Raurell



SOUTH FLORIDA WATER MANAGEMENT DISTRICT INTERLOCAL AGREEMENT

AGREEMENT NO. 4600004771

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

MIAMI-DADE COUNTY

THIS AGREEMENT ("AGREEMENT") is entered into as of this ____ day of _____, 20__ by and between the South Florida Water Management District ("**DISTRICT**") and Miami-Dade County ("**COUNTY**"), collectively referred to as the "Parties" and individually as a "Party."

WHEREAS, the **DISTRICT** is an independent special district of the State of Florida, created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Florida Statutes; and

WHEREAS, on June 6, 2024, the Florida Department of Emergency Management ("FDEM"), through the Federal Emergency Management Administration's ("FEMA") Building Resilient Infrastructure and Communities Program ("BRIC"), awarded the **DISTRICT** a reimbursement grant ("BRIC Award") for the project entitled "Building Resiliency with Gray and Green Infrastructure, C-8 Basin of Miami-Dade" hereinafter the "Project;" and

WHEREAS, the Project consists of three components which include a new forward pump and structure enhancements for Tidal Gate S-28; a temporary impoundment and living shoreline feature; and secondary canal enhancements for six secondary canals connected to the C-8 Canal: the Marco Canal (0.92 miles), NW 17 Avenue Canal (0.60 miles), Red Road/NW 57 Avenue Canal (0.72 miles), Spur Canal No. 4 (1.27 miles), Spur Canal No. 1 (0.70 miles), and the Upper Rio Vista Canal (0.04 miles), in the C-8 Basin ("Secondary Canal Bank Enhancements"). The Secondary Canal Bank Enhancements consist of increasing the canal bank elevations in these locations to a minimum elevation of 6.0 feet-NAVD 88 to comply with elevations prescribed in the Miami-Dade County Flood Criteria Map; and

WHEREAS, the secondary canals are operated and maintained by the **COUNTY**; and

WHEREAS, the BRIC Award apportioned to the Secondary Canal Bank Enhancements is 50 percent of the Project costs, a Federal share of up to \$4,225,000.00. The non-federal share constitutes the remainder of the Project costs; and

WHEREAS, the health of the waterways within the C-8 Basin are inextricably linked to the environmental and economic well-being of Miami-Dade County; and

WHEREAS, the **DISTRICT** and the **COUNTY** desire to work collaboratively to finalize the design and construct the Project features within a three-year timeframe and the **COUNTY** will complete the design, survey, permitting, and construction of the Secondary Canal Bank Enhancements; and

WHEREAS, the **COUNTY** will be responsible for the non-federal share of the Secondary Canal Bank Enhancements and the **DISTRICT** will provide BRIC Award funds to the **COUNTY** to design and construct the Secondary Canal Bank Enhancements, by reimbursing the **COUNTY** up to \$4,225,000.00 upon confirmation of acceptance of all deliverables and release of the BRIC Award by FEMA/FDEM; and

WHEREAS, the BRIC Award is divided into two phases. The scope of work for Phase 1 consists of surveying, engineering, design, plans preparation, permitting, and bidding for the Project. Phase 2 consists of the Project's construction; and

WHEREAS, FEMA/FDEM's release of the BRIC Award for Phase 2 is contingent upon FEMA/FDEM's receipt, review, and approval of Phase 1 deliverables and completion of the Environmental and Historical Preservation (EHP), Technical and Program reviews; and

WHEREAS, the **COUNTY** utilizes a standard bid package for the construction of canal bank enhancements which, subject to FEMA/FDEM approval and acceptance, will be utilized to comply with Phase 1 deliverable requirements for the completion of the EHP, Technical and Program reviews; and

WHEREAS, contingent upon approval by FDEM/FEMA, the **DISTRICT** agrees to roll-over \$250,000.00 from Phase 1 to Phase 2 of the Project for the **COUNTY** to perform Phase 2 of the Project; and

WHEREAS, the **COUNTY** warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of this **AGREEMENT**.

NOW, THEREFORE, in consideration of the covenants and representations set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. The **COUNTY** agrees to complete the design, survey, and permitting work, as applicable, and construction work for the Secondary Canal Bank Enhancements on the following canals, Marco Canal (0.92 miles), NW 17 Avenue Canal (0.60 miles), Red Road/NW 57 Avenue Canal (0.72 miles), Spur Canal No. 4 (1.27 miles), Spur Canal No. 1 (0.70 miles), and the Upper Rio Vista Canal (0.04 miles), including the work set forth in the BRIC Award Letter, attached hereto as Exhibit "A" and made a part hereof, or as otherwise required by FEMA/FDEM, subject to the availability of funds and in accordance with the terms governing the Sub-Recipient of the BRIC Award under FDEM Agreement No. B0209/SFWMD Agreement No. 4600005064 ("Grant Agreement"), attached hereto as Exhibit "B" and made a part hereof, and the **COUNTY**'s authority.

2. The **COUNTY** agrees to contribute the non-federal share for the Secondary Canal Bank Enhancements in accordance with Exhibits “A” and “B.” The period of performance for this paragraph shall commence on October 30, 2024, the date of execution of the Grant Agreement.
3. The **DISTRICT** agrees to transfer to the **COUNTY** in the form of a reimbursement the BRIC Award funds apportioned for the Secondary Canal Bank Enhancements, subject to the **DISTRICT**’s authority and the availability of funds, and in accordance with the Grant Agreement.
4. The **COUNTY** shall notify the **DISTRICT** upon completion of the deliverables described in Exhibits “A” and “B.” The **DISTRICT** shall make payment to the **COUNTY** upon receipt of such correspondence and FEMA/FDEM’s approval of the deliverables and release of the BRIC Award funds. In no event shall the **DISTRICT** be liable for any contribution hereunder apart from the \$4,225,000.00 in BRIC Award funds for the Secondary Canal Bank Enhancements.
5. The period of performance of this **AGREEMENT** shall commence on the date of execution of this **AGREEMENT**, with the exception of paragraph 2, and shall expire on February 6, 2027, or the date of expiration of the BRIC Award, whichever occurs later.
6. The **COUNTY** is hereby authorized to contract with third parties (**COUNTY** subcontracts) for services awarded through a competitive process, as required by Florida Statutes. The **COUNTY** shall adhere to all applicable Federal and FEMA/FDEM requirements, including the terms governing the Sub-Recipient of the BRIC Award as detailed in Exhibits “A” and “B.” The **COUNTY** agrees to be responsible for the fulfillment of all work elements included in any **COUNTY** subcontract and agrees to be responsible for the payment of all monies due under any **COUNTY** subcontract. It is understood and agreed by the **COUNTY** that the **DISTRICT** shall not be liable to any **COUNTY** subcontractor for any expenses or liabilities incurred under the subcontract(s). The **COUNTY** holds FDEM/FEMA and the **DISTRICT** harmless against all claims of whatever nature arising out of the **COUNTY**’s performance of work under the Grant Agreement, to the extent allowed and required by law.
7. The **COUNTY** shall throughout the term of this **AGREEMENT** provide, maintain, and keep in force a program of self-insurance covering liabilities for worker's compensation and general and automobile liability as prescribed by Chapter 440, Florida Statutes, and Section 768.28, Florida Statutes.
8. The Parties assume any and all risks of personal injury, bodily injury and property damage attributable to their own negligent acts or the negligent acts or omissions of its officers, employees, servants, and agents thereof, up to the limits in Section 768.28, Florida Statutes. The **COUNTY** warrants and represents that it is self-funded for worker's compensation and liability insurance, covering at a minimum bodily injury, personal injury and property damage with protection being applicable to the officers, employees, servants and agents while acting within the scope of its employment during performance under this **AGREEMENT**.

9. In the event the **COUNTY** subcontracts any part or all of the work hereunder to any third party, the **COUNTY** shall require each and every subcontractor to identify the **DISTRICT** as an additional insured on all insurance policies as required of the **COUNTY** and shall provide a Waiver of Subrogation as to the **DISTRICT**. Any contract awarded by the **COUNTY** for work under this **AGREEMENT** shall include a provision whereby the **COUNTY**'s subcontractor agrees to defend, indemnify and pay on the behalf of, save and hold the **DISTRICT** harmless from all damages arising in connection with the subcontract.
10. In accordance with paragraph (18)d. of the Grant Agreement, the **COUNTY** agrees to include in any subcontract that (i) the subcontractor is bound by the terms of the Grant Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold FDEM/FEMA, the **COUNTY**, and the **DISTRICT** harmless against all claims of whatever nature arising out of the subcontractor's performance of work under the Grant Agreement, to the extent allowed and required by law.
11. The **COUNTY** and the **DISTRICT** further agree that nothing contained herein shall be construed or interpreted as (1) denying to either Party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida, the **DISTRICT** or the **COUNTY** or its employees, agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida, the **DISTRICT** or the **COUNTY** beyond the waiver provided in Section 768.28, Florida Statutes.
12. The Parties to this **AGREEMENT** are independent entities and are not employees or agents of the other Party. Nothing in this **AGREEMENT** shall be interpreted to establish any relationship other than that of independent entities, between the **DISTRICT**, the **COUNTY**, their employees, agents, subcontractors, or assigns, during or after the term of this **AGREEMENT**. The Parties to this **AGREEMENT** shall not assign, delegate, or otherwise transfer their rights and obligations as set forth in this **AGREEMENT** without the prior written consent of the other Party. Any attempted assignment in violation of this provision shall be void.
13. The Parties to this **AGREEMENT** assure that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this **AGREEMENT**.
14. The **COUNTY**, its employees, subcontractors, or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this **AGREEMENT**. The **DISTRICT** undertakes no duty to ensure such compliance but will attempt to advise the **COUNTY**, upon request, as to any such laws of which it has present knowledge.
15. Either Party may terminate this **AGREEMENT** at any time for convenience without cause upon thirty (30) calendar days prior written notice to the other Party. In the event of

termination, all funds not expended by the **COUNTY** for authorized work performed through the termination date shall be returned to the **DISTRICT** within sixty (60) days of termination.

16. The **COUNTY** shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the **COUNTY** assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the **COUNTY**.
17. The Parties shall maintain records and each Party shall have inspection and audit rights below. The Parties shall similarly require each subcontractor to maintain and allow access to such records for audit purposes:

A. Maintenance of Records: The Parties shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this **AGREEMENT** including supporting documentation for any service rates, expenses, research, or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from the expiration date of this **AGREEMENT**.

B. Examination of Records: The Parties or designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this **AGREEMENT**. Such examination may be made only within five (5) years from the expiration date of this **AGREEMENT**.

C. Extended Availability of Records for Legal Disputes: In the event that either Party should become involved in a legal dispute with a third party arising from performance under this **AGREEMENT**, the Parties shall extend the period of maintenance for all records relating to the **AGREEMENT** until the final disposition of the legal dispute. All such records shall be made readily available to the **DISTRICT**.

18. Whenever the **DISTRICT**'s contribution includes state or federal appropriated funds, the **COUNTY** shall, in addition to the inspection and audit rights set forth in paragraph 17 above, maintain records and similarly require each subcontractor to maintain and allow access to such records in compliance with the requirements of the Florida State Single Audit Act and the Federal Single Audit Act, as follows:

A. Maintenance of Records: The **COUNTY** shall maintain all financial and non-financial records through:

- (1) Identification of the state or federal awarding agency, as applicable;
- (2) Project identification information included in the Catalog of State Financial Assistance (CSFA) or the Catalog of Federal Financial Assistance (CFDA), as applicable;
- (3) Audit and accountability requirements for state projects as stated in the Single

Audit Act and applicable rules of the Executive Office of Governor, rules of the Chief Financial Officer and rules of the Auditor General and the State Projects Compliance Supplement;

- (4) Audit/accountability requirements for federal projects as imposed by federal laws and regulations; and
- (5) Submission of the applicable single audit report to the **DISTRICT**, as completed per fiscal year.

B. Examination of Records: The **DISTRICT** or designated agent, the state awarding agency, the state's Chief Financial Officer and the state's Auditor General and/or federal awarding agency shall have the right to examine the **COUNTY's** financial and non-financial records to the extent necessary to monitor the **COUNTY's** use of state or federal financial assistance and to determine whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations which may include onsite visits and limited scope audits.

- 19. All notices or other communication regarding this **AGREEMENT** shall be in writing and forwarded to the attention of the following individuals:

South Florida Water Management District

Jose Esquivel
Procurement Bureau
3301 Gun Club Road
West Palm Beach, FL 33406
Telephone No. (561) 682-2119
Email: jesquive@sfwmd.gov

Ana Carolina Coelho Maran, P.E., Ph.D.
Chief of District Resiliency
3301 Gun Club Road
West Palm Beach, FL 33406
Telephone No. (561) 682-6868
Email: cmaran@sfwmd.gov

Miami-Dade County

Marina Blanco-Pape, P.E., Chief
Miami-Dade County Water Management
701 NW 1 Court, Floor 5
Miami, FL 33136-3912
Office: 305-372-6950
marina.blanco-pape@miamidade.gov

Randall White, Section Manager
Miami-Dade County Stormwater Utility
701 NW 1 Court, Floor 5
Miami, FL 33136-3912
Mobile: 786-835-5283
SWU Office: 305-372-6688
Office: 305-372-6406
randall.white@miamidade.gov

- 20. Invoices clearly marked "**ORIGINAL**," shall be sent to the attention of Accounts Payable at the **DISTRICT's** address specified below. All invoices shall reference the Agreement Number specified on page one of this **AGREEMENT**. In addition, a copy of the invoice shall be sent to the attention of the **DISTRICT's** Chief of District Resiliency either at the address specified in paragraph 19 above or via email, also specified above.

South Florida Water Management District
Accounts Payable
P.O. Box 24682

West Palm Beach, FL 33416-4682

21. The **COUNTY** and **DISTRICT** recognize that any representations, statements, or negotiations made by the **DISTRICT** or **COUNTY** staff do not suffice to legally bind the **DISTRICT** or **COUNTY** in a contractual relationship unless they have been reduced to writing and signed by authorized **DISTRICT** and **COUNTY** representatives. This **AGREEMENT** shall inure to the benefit of and shall be binding upon the Parties, their respective assigns, and successors in interest.
22. This **AGREEMENT** may be amended, extended, or renewed only with the written approval of the Parties. The **DISTRICT** shall be responsible for initiating any amendments to this **AGREEMENT**, if required.
23. This **AGREEMENT**, and any work performed hereunder, is subject to the Laws of the State of Florida. Nothing in this **AGREEMENT** shall bind any of the Parties to perform beyond their respective authority, nor does this **AGREEMENT** alter the legal rights and remedies which the respective Parties would otherwise have, under law or at equity.
24. Should any term or provision of this **AGREEMENT** be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **AGREEMENT**, to the extent that the **AGREEMENT** shall remain operable, enforceable and in full force and effect to the extent permitted by law.
25. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **AGREEMENT** by the Parties shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this **AGREEMENT**. No waiver shall be effective unless in writing and signed by the Party against whom enforcement is sought. Such waiver shall be limited to provisions of this **AGREEMENT** specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
26. Any dispute arising under this **AGREEMENT** which cannot be readily resolved shall be submitted jointly to the signatories of this **AGREEMENT** with each Party agreeing to seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties. A joint decision of the signatories, or their designees, shall be the disposition of such dispute.
27. Applicable Laws and Venue. The laws of the State of Florida shall govern all aspects of this **AGREEMENT**. In the event it is necessary for either Party to initiate legal action regarding this **AGREEMENT**, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justiciable in federal court.

28. **WAIVER OF JURY TRIAL. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO AN ACTION OR LEGAL PROCEEDING, WHETHER SOUNDING IN THIS AGREEMENT, TORT OR OTHERWISE.**
29. This **AGREEMENT** states the entire understanding and agreement between the Parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the Parties with respect to the subject matter of this **AGREEMENT**.
30. Any inconsistency in this **AGREEMENT** shall be resolved by giving precedence in the following order:
- (a) Terms and Conditions outlined in preceding paragraphs 1 – 29,
 - (b) Exhibit “A” BRIC Award Letter,
 - (c) Exhibit “B” FDEM Agreement No. B0209/SFWMD Agreement No. 4600005064,
 - (d) All other exhibits, attachments and documents specifically incorporated herein by reference.

The remainder of this page is intentionally blank.

(Signature blocks appear on the following page.)

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this **AGREEMENT** on the date first written above.

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
BY ITS GOVERNING BOARD**

By: _____
Candida Heater, Director
Administrative Services Division
3301 Gun Club Road
West Palm Beach, FL 33406
(561)682-6486
cheater@sfwmd.gov

SFWMD OFFICE OF COUNSEL

BY: _____

DATE: _____

SFWMD PROCUREMENT

BY: _____

DATE: _____

MIAMI-DADE COUNTY

By: _____
Jimmy Morales, Chief Operating Officer
Miami-Dade County
111 N.W. 1st Street, 29th Floor
Miami, FL 33128
(305) 375-2531
jimmy.morales2@miamidade.gov

EXHIBIT “A”

Federal Emergency Management Agency (FEMA) to
Florida Division of Emergency Management (FDEM)
Building Resilient Infrastructure and Communities (BRIC)
Notification of Award Letter for the C-8 Basin

Dated: June 6, 2024



U.S. Department of Homeland Security
Region 4
3005 Chamblee Tucker Road
Atlanta, GA 30341

FEMA

June 6, 2024

Mr. Kevin Guthrie, Director
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Attention: Ms. Laura Dhuwe, State Hazard Mitigation Officer

Reference: EMA-2021-BR-152-0005 SFWMD Building Resiliency with Gray and Green Infrastructure,
C-8 Basin of Miami-Dade FY2021 BRIC– **Phase 1 Approval**

Dear Mr. Guthrie:

I am pleased to inform you that the project referenced above has been approved for \$3,622,500.00 with a Federal share of \$2,521,984.50 and non-federal share of \$1,100,515.50. The approved amount also includes the Sub-Recipient Management Cost in the amount of \$172,500.00. Please Note: Only Phase 1 is approved for expenditures. After Phase 1 deliverables have been received, reviewed, and approved, FEMA will issue a Phase 2 approval letter authorizing construction and the expenditure of the Phase 2 funding. Please note that the phases referenced in this letter refer to the Phases of FEMA funding and approval, and not the construction phases identified by the Sub-applicant as part of the proposed construction project.

The following Phase 1 budget items are approved:

Approved Phase 1 Budget Item	Amount
Design and Permitting of Green Infrastructure Feat	\$ 200,000.00
Design, Survey and Permit of Secondary Canal	\$ 250,000.00
S-28 Coastal Structure Design, Survey and Permit	\$ 3,000,000.00
Sub-Recipient Management Cost	\$ 172,500.00
Phase 1 Total Approval	\$ 3,622,500.00

Note that any budget line items marked as Phase 1, but not listed above, are not approved at this time. If FEMA determines they are eligible after review of Phase 1 deliverables, they will be approved as part of Phase 2, as they involved ground disturbance.

Phase	Federal Share	Non-federal Share	SRMC	Total Project Cost	Status
1	\$2,349,484.50	\$1,100,515.50	\$172,500.00	\$3,622,500.00	Approved
2	\$46,550,012.50	\$20,632,130.50	\$719,820.00	\$67,901,963.00	Pending Approval

Phase 2 is pending approval following the submission and review of Phase 1 deliverables and completion of the Environmental and Historic Preservation (EHP), Technical and Program reviews. Construction or ground disturbing activities cannot start until FEMA issues a Phase 2 approval letter.

The following is the approved Scope of Work (SOW) for Phase 1 for the above referenced project:

The South Florida Water Management District will utilize Phase 1 funds to complete the design and engineering required to move forward with Phase 2. The approved scope of work is for **Phase 1 only**, which includes surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase 2 approval. No construction activities for this project have been approved.

The sub-applicant must submit the below Phase 1 deliverables for FEMA's review and approval. Once all Phase 1 deliverables are received, reviewed, and approved by FEMA, we will send written notification that the Phase 2 work can begin. Starting any Phase 2 work, or any other ground disturbing activities or construction, without FEMA's written approval could jeopardize the project funding.

Phase 1 Deliverables:

In addition to a complete, detailed scope of work, updated budget, and updated milestones, Phase 1 deliverables should include the below:

- Engineering design (typically 30/60/90) and updated cost estimate.
- Updated H&H modeling to reflect completed construction plans and permitting.
- Technical body of information needed to support the desired level of effectiveness/protection or amount of risk reduction, and compliance with all local and federal codes and standards.
- The proposed schedule should be verified.
- Refined BCA based on Phase 1 construction plans and updated H&H analysis.
 - Consider updating the analysis using the batch import process in the FEMA BCA toolkit.
 - Consider providing 100 representative structures of each building type using the FEMA BCA toolkit.
- Additional documentation required to support compliance with eligibility, technical feasibility, cost-effectiveness, and EHP requirements.
- Scope of Work details, including ground disturbance information to detail area and depth of proposed ground disturbance, along with maps of proposed ground disturbance should be provided as a Phase I deliverable.
- All documents such as surveys, plans, drawings, specifications, studies, and site photos with descriptions associated with the project.
- Regarding the project specifics, provide information requested in the enclosed Region 4 Environmental Planning and Historic Preservation (EHP) Phase I Memorandum (page 2-yellow highlights)
- Provide the cultural resources assessment for FEMA's National Historic Preservation Act review.
- Provide the comprehensive species evaluation for FEMA's Endangered Species Act review.
- Any applicable USACE 404, State 401, and 402 Florida Department of Environmental Protection (FDEP) permitting, authorization, or exemptions documented should be included as a Phase I deliverable. Provide any USACE point of contact information so that FEMA EHP can establish lead agency or conduct a joint EHP review with USACE and share compliance review documents.
- If applicable, provide any FDEP Division of Air Resource Management Air Construction or any other permitting requirement pertaining to the Clean Air Act.
- Regarding the Safe Drinking Water Act, provide the emails and additional correspondences between SFWMD and EPA Region 4 for the Sole Source Aquifer Project Review.

- Local floodplain administrator approval will be required and any supporting documentation such as any required approvals, studies, permits, certificates (elevation, no-rise, etc.), and/or any amendments from the appropriate agencies.
- Other items FEMA determines necessary, as a result of the design process identifying any unforeseen requirements.
- If known, provide final disposal location(s) such as a landfill for unsuitable soils and any demolished items.
- If known, provide fill source information.

NOTE: FEMA EHP is available to provide technical assistance throughout the Phase I designing process. Requests for EHP assistance should be sent to your designated point of contact.

Period of Performance

FEMA will not establish activity completion timeframes for individual subawards. The period of performance (POP) of the grant award will be 36 months from the date of the award. Therefore, the POP for EMA-2021-BR-116-0002 will expire February 6, 2027. Per the schedule in the sub-application, the Phase 1 deliverables will be provided in fifteen (15) months, on September 6, 2025.

If you have any questions, please contact Sabrina Simms, at (202) 436-1750.

Sincerely,

Valerie Rhoads, Chief
Hazard Mitigation Assistance Branch
Mitigation Division

Enclosure:
Record of Environmental Consideration (REC)
EHP Phase 1 Memorandum

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project EMA-2021-BR-152-0005

Title: SFWMD Building Resiliency with Gray and Green Infrastructure, C-8 Basin of Miami-Dade FY2021 BRIC

NEPA DETERMINATION

Non Compliant Flag: No	EA Draft Date:	EA Final Date:
EA Public Notice Date:	EA Fonsi	Level: CATEX
EIS Notice of Intent	EIS ROD Date:	

Comment SOW: South Florida Water Management District, Miami-Dade County, FL (S-28 PUMP STATION GPS: 25.872919, -80.180877; LIVING SHORELINE GPS: FROM 25.873739, -80.181444 TO 25.871476, -80.177923 AND FROM 25.873654, -80.181914 TO 25.871099, -80.177597; SECONARDY CANALS POINTS: (25.931907, -80.236261); (25.922578, -80.228057); (25.909881, -80.292741); (25.911534, -80.191782); (25.912795, -80.223140); AND (25.897625, -80.242892)) The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved. Phase 2, as described in the sub-application, will consist of three main components: (1) Tidal Gate S-28 forward pump and structure enhancements, (2) temporary impoundment and living shoreline, and (3) secondary canal enhancements. (1) Tidal Gate S-28 is to have an increased flood capacity by upgrading the gate itself, installing a forward pump, and constructing a tie-back levee downstream of the gate. (2) Additionally, work will reinforce a nearby golf course detention area by putting in a gated culvert with living shorelines (bioengineering) then finally raising the canal banks including the installation of a triangular levee around the new structures. (3) Secondary canal enhancements will consist of elevating and improving embankments along portions of six different secondary (smaller) canals that are connected to the main C-8 Canal. *PHASE II WILL REQUIRE ADDITIONAL REVIEW. SEE ENCLOSED MEMO(S) FOR EXPECTATIONS OF PHASE I DELIVERABLES* - dducote - 11/30/2022 15:26:48 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
a4	(a4) Information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents. If any of these activities result in proposals for further action, those proposals must be covered by an appropriate CATEX. Examples include but are not limited to: (a) Document mailings, publication and distribution, training and information programs, historical and cultural demonstrations, and public affairs actions. (b) Studies, reports, proposals, analyses, literature reviews; computer modeling; and non-intrusive intelligence gathering activities.	Yes

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	CAA: Review is for design only; the construction phase requires additional FEMA EHP review. The construction phase may require FDEP Division of Air Resources Management approval and/or permitting.

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project EMA-2021-BR-152-0005

Title: SFWMD Building Resiliency with Gray and Green Infrastructure, C-8 Basin of Miami-Dade FY2021 BRIC

Environmental Law/ Executive Order	Status	Description	Comment
			See enclosed Region 4 EHP Phase I Memorandum for details. - dducote - 11/30/2022 15:36:08 GMT
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	CWA: Review is for design only; the construction phase requires additional FEMA EHP review. The construction phase will require 401/402/404 CWA authorization or permitting with FDEP and US Army Corps of Engineers. See enclosed Region 4 EHP Phase I Memorandum for details. - dducote - 11/30/2022 15:31:40 GMT
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	EO 11988: Project sites are located in zone AE and shaded Zone X per Miami-Dade County FIRM panels #12086C0306L, 12086C0116L, 12086C0118L, 12086C0119L, 12086C0128L, 12086C0136L, 12086C0137L, and 12086C0138L, all dated 9/11/2009. The construction phase may require local floodplain administrator review and approval. Phase II, construction phase, requires additional review. - dducote - 11/30/2022 15:42:33 GMT
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	EO 11990: Project sites are located in and near wetlands per review of USFWS National Wetlands Inventory (NWI) mapper, accessed 11/30/2022. Phase II, construction phase, requires additional review. - dducote - 11/30/2022 15:43:29 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	ESA: Review is for design only; the Phase II construction phase requires additional FEMA EHP review. The construction phase may require consultation by FEMA with US Fish and Wildlife Service and National Marine Fisheries Services. See enclosed Region 4 EHP Phase I Memorandum for

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project EMA-2021-BR-152-0005

Title: SFWMD Building Resiliency with Gray and Green Infrastructure, C-8 Basin of Miami-Dade FY2021 BRIC

Environmental Law/ Executive Order	Status	Description	Comment
			details. - dducote - 11/30/2022 15:31:11 GMT
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Not Applicable	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	MBTA: Review is for design only; the construction phase requires additional FEMA EHP review. The construction phase may require adoption of best industry practices to minimize or avoid impacts to protected migratory birds. See enclosed Region 4 EHP Phase I Memorandum for details. - dducote - 11/30/2022 15:37:08 GMT
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Not type of activity with potential to affect historic properties - Review concluded	NHPA: The proposed project is for information gathering, data analysis and processing, information dissemination, review, interpretation, design, and development of documents. As the current SOW is a type of activity which has limited or no potential to affect historic properties and FEMA has no further Section 106 responsibilities pursuant to 36 CFR Part 800.3(a)(1). The review of Phase II, construction phase, will require additional review and will require consultation by FEMA with SHPO and Tribes by FEMA EHP. Scope of Work details, including ground disturbance information to detail area, length, width, and depth of proposed ground disturbance, maps of proposed ground disturbance, fill source, design plans, photos, and GPS location are required for full review of the proposed project. - dducote - 11/30/2022 15:30:46 GMT
OTHER (enter specifics in comments)	Completed	Review concluded	Safe Drinking Water Act: Review is for design only; the construction phase requires additional FEMA EHP review. The

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project EMA-2021-BR-152-0005**Title:** SFWMD Building Resiliency with Gray and Green Infrastructure, C-8 Basin of Miami-Dade FY2021 BRIC

Environmental Law/ Executive Order	Status	Description	Comment
			construction phase requires EPA Region 4 approval for work occurring within a sole source aquifer. See enclosed Region 4 EHP Phase I Memorandum for details. - dducote - 11/30/2022 15:38:07 GMT
State Hazardous Materials and Solid Waste Laws	Completed	Review concluded	SHM&SW Laws: Review is for design only; the construction phase requires additional FEMA EHP review. The construction phase may require the need to adhere to FDEP requirements for disposing of any construction and demolition items. See enclosed Region 4 EHP Phase I Memorandum for details. - dducote - 11/30/2022 15:38:29 GMT
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

REGION 4 ENVIRONMENTAL PLANNING AND HISTORIC PRESERVATION (EHP) PHASE I MEMORANDUM

TO: SOUTH FLORIDA WATER MANAGEMENT DISTRICT

FROM: DUSTIN DUCOTE

SUBJECT: EMA-2021-BR-152-0005

SOW: SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD), MIAMI-DADE COUNTY, FL (S-28 PUMP STATION GPS: 25.872919, -80.180877; LIVING SHORELINE GPS: FROM 25.873739, -80.181444 TO 25.871476, -80.177923 AND FROM 25.873654, -80.181914 TO 25.871099, -80.177597; SECONARDY CANALS POINTS: (25.931907, -80.236261); (25.922578, -80.228057); (25.909881, -80.292741); (25.911534, -80.191782); (25.912795, -80.223140); AND (25.897625, -80.242892)) THE SCOPE OF WORK IS FOR PHASE I ONLY, WHICH INCLUDES BUT IS NOT LIMITED TO SURVEYING, ENGINEERING, DESIGN, PLANS PREPARATION, PERMITTING AND BIDDING FOR THE PROPOSED PROJECT, FOR PHASE II APPROVAL. NO CONSTRUCTION ACTIVITIES FOR THIS PROJECT HAVE BEEN APPROVED. PHASE 2, AS DESCRIBED IN THE SUB-APPLICATION, WILL CONSIST OF THREE MAIN COMPONENTS: (1) TIDAL GATE S-28 FORWARD PUMP AND STRUCTURE ENHANCEMENTS ENCOMPASSING THE CONSTRUCTION OF A NEW S-28 AND FORWARD PUMPING STATION SUPERSTRUCTURE WITH A TIE-BACK LEVEE, (2) TEMPORARY IMPOUNDMENT AND LIVING SHORELINE INCLUDING A GATED CULVERT TO THE CONNECT THE DETENTION AREA (MIAMI SHORES GOLF COURSE) TO THE C-8 CANAL, AND (3) SECONDARY CANAL ENHANCEMENTS AND ELEVATION TO SIX CANAL BANKS THROUGHOUT THE BASIN.

PHASE II WILL REQUIRE ADDITIONAL REVIEW. SEE ENCLOSED MEMO(S) FOR EXPECTATIONS OF DELIVERABLES

DATE: 11/29/2022

National Environmental Policy Act (NEPA) Determination

Phase I Review Concluded. Phase I meets criteria and conditions for (a4) Information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents. If any of these activities result in proposals for further action, those proposals must be covered by an appropriate Categorical Exclusion (CATEX). Examples include but are not limited to: (a) Document mailings, publication and distribution, training and information programs, historical and cultural demonstrations, and public affairs actions. (b) Studies, reports, proposals, analyses, literature reviews; computer modeling; and non-intrusive intelligence gathering activities.

Phase II Expectations. The scope of work (SOW) as written in the subapplication indicates that Phase II will require multiple new construction components including improvements to multiple secondary canals' embankments and installing nature-based solutions at the Miami Shores Golf Course via vegetated berms and shorelines. It is assumed temporary staging area(s) and construction access road(s) will be required to facilitate the construction at the golf course. If all the below project criteria are met, there is a good chance the Phase II will not require FEMA to conduct a NEPA environmental assessment (EA) and will meet the following CATEX:

DHS Categorical Exclusion (CATEX) (e2) New construction upon or improvement of land where all of the following conditions are met:

- a) The structure and proposed use are compatible with applicable Federal, Tribal, State, and local planning and zoning standards and consistent with Federally-approved State coastal management programs,
- b) The site is in a developed area and/or a previously-disturbed site,
- c) The proposed use will not substantially increase the number of motor vehicles at the facility or in the area,
- d) The site and scale of construction or improvement are consistent with those of existing, adjacent, or nearby buildings, and,
- e) The construction or improvement will not result in uses that exceed existing support infrastructure capacities (roads, sewer, water, parking, etc.).

Any documents to support the above CATEX conditions are met will greatly assist FEMA's NEPA review process. It is highly recommended that as the design process of 30%, 60%, and 90% is occurring that those plans and new information is provided to FEMA Region 4 EHP to determine with higher confidence that the SOW does in fact meet a DHS CATEX.

What is known from the subapplication and tabletop review include the following:

- EHP reviewer created a KMZ file using the C-8 Basin Conceptual Plans and Maps so general locations of where work will occur is understood
- Multiple alternatives were considered but ultimately dismissed
- The USACE Miami-Dade Back Bay Coastal Storm Risk Management Draft Integrated Feasibility Report (IFR) and Programmatic Environmental Impact Statement (EIS) was released by the USACE – Norfolk District, and Miami-Dade County the non-federal sponsor, in July 2020
- The S-28 Coastal Structure was built in 1962
- A cultural resource assessment of the project site will be conducted during the Phase I
- An endangered and threatened species evaluation of the work areas will be conducted during the Phase I
- Most of the proposed action areas (Miami Shore Golf Course and secondary canals) are occupying a special flood hazard area mapped floodplain Zone AE
- Many of the project sites are within disturbed and urban areas

What is unknown at this time and will need to be known to complete EHP compliance review for Phase II construction work include the following. This information can be provided with the Phase I deliverables or provided to EHP when the information is known.

- GPS coordinates of proposed work at the secondary canals
- No staging or laydown areas identified
- No access road(s) identified at the golf course and secondary canals; although some of the canals look to have an existing maintenance road
- Ground disturbance dimensions (area and max depth) of all work involved
 - Location maps pointing out where new ground disturbance will occur and how much goes a long way in assisting FEMA's consultations
- Method of construction work, such as elevating the secondary canals and constructing a berm on the perimeter of the golf course.

- The subapplication indicates that there is to be replacing of major components of the S-28 structure with a new and higher gated water control structure... What components (original) will remain for the S-28 structure?
- Will the pumpstation and forward station be elevated on the levee or will they be at the existing elevation of the S-28 structure behind the levee?
- There is to be “beneficial reuse of excavated sediments from ditches and ponds to build the levees, berms, and living shorelines. Will that be enough or will there be the need to bring in addition fill material?
 - If so, source(s) of fill (provide borrow name and GPS coordinates); if known but project can be conditioned for information to be sent to FEMA when known or for EHP to close the loop at project closeout

Again, it is highly recommended that as the project is being designed out 30%, 60%, and 90% to final designs that FEMA EHP is included to set expectations and possibly lean forward with consultations.

National Historic Preservation Act – Section 106

Phase II will require consultation by FEMA with the State Historic Preservation Officer and federally recognized Tribes with an ancestral interest in the project area regarding potential impacts to Historic Properties. Scope of work construction details including maps and plans detailing the footprint and dimensions for proposed ground disturbance and the location of identified fill source locations should be provided as a Phase I deliverable. The dimensions for proposed ground disturbance can be called out in a map overlay, KMZ file, or by providing GPS coordinates of a polygon. Dimensions should include area, length, width, and maximum depth of ground disturbance for all project components. A cultural resources assessment is referenced in the subapplication; FEMA EHP will need to be able to access this assessment as part of our Phase II review.

Endangered Species Act

Due to the expectation that a cofferdam will be required within the C-8 canal both downstream and upstream of where the majority of the work at the golf course will occur it is anticipated that FEMA will have to consult for the Phase II with the United States Fish and Wildlife Service (USFWS) and/or the National Marine Fisheries Service (NMFS) regarding potential impacts to federally listed species and designated critical habitats. Per the subapplication in FEMA GO; a comprehensive evaluation for the presence of any listed species will be conducted by SFWMD. That evaluation will greatly assist FEMA EHP in the determining if no consultation, informal, or formal consultation for Section 7 Endangered Species Act will be required. If the SFWMD or consultant will be reaching out to USFWS and/or NMFS for early coordination, please let your FDEM and FEMA point of contacts know so they can provide the FEMA EHP point of contact to include in the coordination. This will assist in avoiding any duplication of effort on the parts of all involved.

Coastal Barrier Resource Act

All the project components and actions areas will be outside a coastal barrier resources system unit and will have no indirect impacts to a system unit. No consultation is required with USFWS.

Clean Water Act

Phase II will require a State 401 and 402 Clean Water Act permitting or authorization including U.S. Army Corps of Engineers (USACE) permitting or authorization under the 404 Clean Water Act due to the proximity of mapped wetlands (per USFWS National Wetlands Inventory) and potential direct and indirect impacts to the Waters of the U.S. When coordinating with USACE

for permitting requirements, it is highly recommended to let them know of the FEMA federal funding action as a joint environmental review may be possible. Additionally, document all correspondences, letters, and formal approvals or exemptions to assist and avoid any duplication of effort between the USACE and FEMA. Additionally, this will avoid or minimize any request for information (RFI) emails from FEMA EHP.

Any USACE 404, State 401, and 402 Florida Department of Environmental Protection (FDEP) permitting, authorization, or exemptions documented should be included as a Phase I deliverable.

Coastal Zone Management Act

Per the Florida Coastal Construction Line (CCL) mapper, all the project site areas are not seaward of the CCL. No further analysis will be required for the Phase II.

Clean Air Act

The project site locations and the Miami area are all in an attainment area and do not require further analysis for any permeant emissions that may increase due to the expansion of stormwater structures. Although, FDEP Division of Air Resource Management may require an Air Construction (AC) permit for construction of new air pollution sources, modification of existing sources, or changes in underlying conditions in previously issued air construction permits.

Farmland Protection Policy Act

The project site locations are within and surrounded by disturbed and urban areas and will not directly or indirectly result in any irreversible conversion of farmland deemed prime, unique, and/or statewide importance. No further analysis will be required for the Phase II.

Migratory Bird Treaty Act

Phase II may require adoption of the USFWS Nationwide Standard Conservation Measures to minimize or avoid impacts to protected migratory birds. FEMA will have a discussion with the City of Jacksonville for including best management or industry practices (BMPs) for reducing impacts to protected birds and their habitats. The discussion will include what is already being included from other permitting and authorization requirements as conditions or BMPs then also discussing what is practicable in terms of location and the construction methods being utilized.

See the following link for USFWS MBTA resource document:
<https://www.fws.gov/media/nationwide-standard-conservation-measures>.

Magnuson-Stevens Fishery Conservation and Management Act

The project site locations are outside mapped essential fish habitat and outside of any habitat areas of particular concern per the NOAA Fisheries Essential Fish Habitat Mapper. No further analysis will be required for the Phase II.

Wild and Scenic Rivers Act

The project site locations are outside any wild and scenic rivers which are the Wekiva River within portions of Lake, Seminole, and Orange counties and Loxahatchee River in portions of Palm Beach and Martin counties. No further analysis will be required for the Phase II.

State Hazardous Materials and Solid Waste Laws

Phase II will require all demolition debris to be taken to an FDEP approved final disposal location(s) and utilizing state approved methods of disposal. More information can be found at:
<https://floridadep.gov/waste/permitting-compliance-assistance/content/solid-waste-section>

Safe Drinking Water Act

Environmental Protection Agency reviews proposed projects that will both: 1) be located within the SSA project review area and 2) receive federal financial assistance. The review area may include the area overlying the SSA, its recharge zone, and source areas of streams that flow into the SSA's recharge zone. The project site locations are over a sole source aquifer (SSA) and coordination with EPA will be required from South Florida Water Management District:

<https://www.epa.gov/dwssa/forms/epa-region-4-sole-source-aquifer-project-review-form-section-project-description>

Executive Order 11988 – Floodplains & Executive Order 11990 – Wetlands

Phase II will require FEMA to complete an 8-Step Determination for work located within a Special Flood Hazard Area or SFHA including work in and near wetlands per USFWS National Wetlands Inventory. Portions of the proposed construction throughout the multiple sites at the golf course and the secondary canals will occur within mapped flood zones as identified by FEMA Flood Insurance Rate Maps (FIRMs) with an effective date 9/11/2009. FEMA EHP will review and complete the 8-Step Determination in accordance with 44 Code of Federal Regulations (CFR) Part 9 – Floodplain Management and Protection of Wetlands that includes public notice requirements.

8-Step Determination Expectations:

After FEMA EHP has drafted the 8-Step Determination, the EHP project lead will request the South Florida Water Management District to post a public notice through their usual public outreach methods to the community. A public notice is drafted, but it is recommended to hold on the posting of the notice till the project is in 30% or 60% designed in order to account for any possible scope changes.

Local Floodplain Administrator Requirements:

Local floodplain administrator approval will be required and any supporting documentation such as any required approvals, studies, permits, certificates (elevation, no-rise, etc.), and/or any amendments from the appropriate agencies should be documented and included in the Phase I deliverables or forwarded to the South Florida Water Management District's point of contact for the FEMA BRIC funding process.

Summary of EHP Phase I Deliverables

- Scope of Work details, including ground disturbance information to detail area and depth of proposed ground disturbance, along with maps of proposed ground disturbance should be provided as a Phase 1 deliverable.
- All documents such as surveys, plans, drawings, specifications, studies, and site photos with descriptions associated with the project.
- Regarding the project specifics, provide missing information detailed on page two of this memo.
- Provide the cultural resources assessment for FEMA's National Historic Preservation Act review.
- Provide the comprehensive species evaluation for FEMA's Endangered Species Act review.
- Any applicable USACE 404, State 401, and 402 Florida Department of Environmental Protection (FDEP) permitting, authorization, or exemptions documented should be included as a Phase I deliverable. Provide any USACE point of contact information so

- that FEMA EHP can establish lead agency or conduct a joint EHP review with USACE and share compliance review documents.
- If applicable, provide any FDEP Division of Air Resource Management Air Construction or any other permitting requirement pertaining to the Clean Air Act.
 - Regarding the Safe Drinking Water Act, provide the emails and additional correspondences between SFWMD and EPA Region 4 for the Sole Source Aquifer Project Review.
 - Local floodplain administrator approval will be required and any supporting documentation such as any required approvals, studies, permits, certificates (elevation, no-rise, etc.), and/or any amendments from the appropriate agencies.
 - Other items FEMA determines necessary, as a result of the design process identifying any unforeseen requirements.
 - If known, provide final disposal location(s) such as a landfill for unsuitable soils and any demolished items.
 - If known, provide fill source information.

NOTE: FEMA EHP is available to provide technical assistance throughout the Phase I designing process. Requests for EHP assistance should be sent to your designated point of contact(s).

Final Note from the EHP Team

Congratulations on a successful subapplication on behalf of all at FEMA Region 4 EHP. Please note that whatever level of effort is required to complete the EHP compliance review for the Phase II project is all part of a process and does not dictate outcome. The important component of all of this is providing funding to assist in a resilient future to disasters that have yet to come.

EXHIBIT “B”

Florida Division of Emergency Management (FDEM) Agreement No. B0209/South Florida
Water Management District (SFWMD) Agreement No. 4600005064

C-8 Basin

Executed: October 30,2024

Agreement Number: B0209

Project Number: EMA-2021-BR-152-0005

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

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

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

As defined by 2 C.F.R. §200.1, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.1, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	South Florida Water Management District
Sub-Recipient's unique entity identifier (UEI/FEIN):	N6KVCUU7LC61 / 596015290
Federal Award Identification Number (FAIN):	EMA-2021-BR-152
Federal Award Date:	February 6, 2024
Subaward Period of Performance Start and End Date:	Upon Execution through September 6, 2025
Amount of Federal Funds Obligated by this Agreement:	\$2,521,984.50
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	\$2,521,984.50
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	\$2,521,984.50
Federal award project description (see FFATA):	C- 8 Basin
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Susan.Harris-Council@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.047 Building Resilient Infrastructure and Communities Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and South Florida Water Management District, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

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

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

Susan Harris-Council
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Blvd
Tallahassee, Florida 32399
Telephone: 850-815-4532
Email: Susan.Harris-Council@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Carolina Maran
Chief of District Resiliency
3301 Gun Club Rd
West Palm Beach FL 33406
Telephone: 561-682-6868
Email: cmaran@sfwmd.gov

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

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

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

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on Upon Execution and shall end on September 6, 2025, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and FEMA approved Pre-Award costs shall be outlined in Attachment A of this Agreement ("Budget and Scope of Work").

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount

for each deliverable is outlined in Attachment A of this Agreement (“Budget and Scope of Work”). The maximum reimbursement amount for the entirety of this Agreement is **\$2,521,984.50**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a “performance goal”, which is defined in 2 C.F.R. §200.1 as “a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared.” It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient “relate financial data to performance goals and objectives of the Federal award.”

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 (“Compensation—personal services”) and 2 C.F.R. §200.431 (“Compensation—fringe benefits”). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (See 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as “allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages.” Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of

interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public

function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable

provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
 - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

- iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
- iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

- a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;
- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
- viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. “[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 (“Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms”).

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

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

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

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at <https://www.fema.gov/procurement-disaster-assistance-team>.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Exhibit 1 - Funding Sources
- ii. Attachment A – Budget and Scope of Work
- iii. Attachment B – Program Statutes and Regulations
- iv. Attachment C – Statement of Assurances
- v. Attachment D – Request for Advance or Reimbursement
- vi. Attachment E – Justification of Advance Payment
- vii. Attachment F – Quarterly Report Form
- viii. Attachment G – Warranties and Representations
- ix. Attachment H – Certification Regarding Debarment
- x. Attachment I – Federal Funding Accountability and Transparency Act
- xi. Attachment J – Mandatory Contract Provisions
- xii. Attachment K – Certification Regarding Lobbying
- xiii. Attachment L – Florida Accountability Contract Tracking
- xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division

to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

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

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to

a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation

of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Contractor shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate

that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant

to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded

(defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

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

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as “socioeconomic contracting,” does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The “socioeconomic contracting” requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. “project splitting”).

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

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

SUB-RECIPIENT: SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By: Candida Heater

Name and Title: Candida Heater, Administrative Services Division Director

Date: 19 September 2024

FEID#: 59-6015290

SFWMD Office of Counsel

Approved as to legal form

By: [Signature]

Print Name: Guianeya Herrera Osorio

Date: September 10, 2024

SFWMD Procurement Approved

By: [Signature]

Date: August 9, 2024

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: Laura Dhuwe Digitally signed by Laura Dhuwe
Date: 2024.10.30 10:09:28 -04'00'

Name and Title: Kevin Guthrie, Director

30-OCT-2024

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**

Catalog of Federal Domestic Assistance title and number: **97.047**

Award amount: **\$ 2,521,984.50**

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

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Other projects that reduce future disaster losses
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A
Scope of Work and Budget

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve drainage of the C-8 Basin in the Northwest portion of Miami-Dade County, Florida, funded through the Building Resilient Infrastructure and Communities Grant Program (BRIC) **EMA-2021-BR-152-0005**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, South Florida Water Management District, shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

PROJECT OVERVIEW:

As a BRIC project, the Sub-Recipient proposes drainage improvements to the C-8 Basin. The Structural enhancements take place in the Biscayne Canal Number C-8, just south of the intersection with Northeast 107th Street, Miami Shores, Florida 33138.

Coordinates: 25.872919, -80.180877.

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall provide protection by implementing local and regional flood mitigation recommended as part of the 2015 PDM Study (completed project from prior HMA grant). This BRIC project includes three primary drainage related components. First, there shall be enhancements made to the S-28 Coastal structure, a forward pump and pump station shall be constructed in the C-8 canal. Also, a living shoreline and tie back levee system shall be constructed directly downstream of the coastal structure. Second, the canal banks shall be elevated on secondary canals within the basin. Lastly, vegetated berms and green infrastructure shall be installed for temporary impoundment upstream of the S-28 structure.

The S-28 structure gates and service bridge shall be replaced with a new hardened structure. The new structure gate shall be raised approximately three (3) feet and lengthened by approximately eighty-one (81) feet. The project proposes the installation of a 500 cubic feet per second (cfs) forward pump at the S-28 Coastal Structure to provide pumped basin discharge capacity while sea levels rise, or an appropriate size determined by the engineer. These tasks add additional capacity and pumping to the existing gravity discharge system. Additionally, tie back levee structures are presented to extend approximately two hundred and fifty (250) feet from the S-28 Coastal Structure and are enhanced with living shoreline features. This is additional storm surge protection for the structure and green resiliency. Enhancing the S-28 Coastal Structure with pumps, along with increasing gate and service bridge height, is the first component necessary to provide flood mitigation.

Secondly, enhancing the top of bank elevations of secondary canals have been identified in a total of six secondary canals. Elevation deficiencies range from more than six inches to over two feet. The bank elevations shall be increased to 6.0 feet referencing the North American Vertical Datum of 1988 (NAVD88). Enhancements included in the proposal are located on Marco Canal, Northwest 17th Avenue

Canal, Red Road/Northwest 57th Avenue Canal, Spur #4 Canal, Spur Canal No. 1, and Upper Rio Vista Canal. The cumulative total canal length where bank elevation construction is proposed is approximately three and a quarter (3.25) miles. Lastly, a temporary detention feature of the project proposes the addition of approximately seventeen (17) acres of additional storage to the communities' stormwater system. This area is for incremental and controlled flooding as managed by the Water Management District and County. The feature will be connected to the C-8 canal by a gated culvert; vegetated berms will be installed as required. The berm elevations shall be constructed to 5.0 feet, referencing the North American Vertical Datum of 1988 (NAVD88).

The project shall be designed to provide protection against a 100-year flood event, along with sea level rise and The secondary canal elevation project component shall be designed to provide protection against a 25-year event, along with sea level rise. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

All project components such forward pumps and generators shall be protected against a 500-year (0.2% annual chance) flood event, in accordance with 44 CFR 9.11, by implementing specific activities or by locating them outside the Special Flood Hazard Area (SFHA). Project components shall comply with applicable National Flood Insurance Program (NFIP) requirements and be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards, as applicable. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

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 Phase I 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 and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all 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 Phase I portion of this project in accordance with the Building Resilient Infrastructure and Communities Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure

that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

Phase I consists of design and permitting of green infrastructure feat, design, survey and permitting of secondary canal and S-28 coastal structure design, survey and permitting. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all scope of work changes, if any.

- a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies.
- b) Construction Plans / bid documents.
- c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.
- d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
- e) Color maps including topographical, aerial, and ground disturbance.
- f) General description of the type of construction equipment that may be used during the proposed project's implementation and what activities it will facilitate.
- g) Color photographs of the project area and areas of ground disturbance.
- h) Copy of the cultural resource assessment conducted at the project site.
- i) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.
- j) Copy of the United States Army Corps of Engineers (USACE) or FDEP Section 404 permit or No Permit Required notification from the appropriate permitting agency.
- k) Copy of the contact information for the USACE permit reviewer.
- l) Copy of the floodplain permit or notification of No Permit Required from the local floodplain administrator. Local floodplain administrator approval will be required and any supporting documentation such any required approvals, studies, permits, certificates (elevation, no-rise, etc.), and/or any amendments from the appropriate agencies.
- m) If applicable, provide any FDEP Division of Air Resource Management Air Construction or any other permitting requirement pertaining to the Clean Air Act.
- n) Per the Safe Drinking Water Act, provide the emails and additional correspondences between SFWMD and EPA Region 4 for the Sole Source Aquifer Project Review.
- o) A letter from the professional of record stating if the project will have any upstream or downstream impacts.
- p) If known, provide final disposal location(s) such as a landfill for unsuitable soils and any demolished items.
- q) If known, provide fill source information.
- r) Copy of the comprehensive species evaluation for the Endangered Species Act.

- s) Any other items FEMA determines necessary, as a result of the design process identifying any unforeseen requirements.
 - t) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.
- The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.
- The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.
- Direct Expenses: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.
- Sub-Recipient Management Costs (SRMC): 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.
- 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: 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 Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

- 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 Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval to implement measures to improve the drainage of the C-8 Basin in Miami Shores, Florida 33138.

The project shall be designed to provide protection against a 100-year flood event, along with sea level rise and The secondary canal elevation project component shall be designed to provide protection against a 25-year event, along with sea level rise. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

All project components such forward pumps and generators shall be protected against a 500-year (0.2% annual chance) flood event, in accordance with 44 CFR 9.11, by implementing specific activities or by locating them outside the Special Flood Hazard Area (SFHA). Project components shall comply with applicable National Flood Insurance Program (NFIP) requirements and be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards, as applicable. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit signed and sealed Engineering plans that clearly show the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). The H&H study shall contain at least 3 scenarios, where one represents the level of protection; under each scenario, the Sub-Recipient must identify the losses before and after mitigation (structural, content, displacement, road closure duration, or any other needed to show the improvements after the mitigation project is implemented). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.

- 2) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that are being damaged and FEMA Special Flood Hazard Areas on the same plan.
- 3) Submit a refined cost estimate, to include final Phase I Fees and Phase II Construction Materials and Labor.

D) Environmental:

- 1) Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- 2) 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.
- 3) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.
 - a) Consultation with the United States Army Corps of Engineers (USACE) is required. A Section 404 permit or No Permit Required notification from the permitting agency shall be submitted.
 - b) Provide the point of contact information for USACE permitting.
 - c) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be submitted. Any conditions for compliance shall be included in the final design plans, narrative, and project implementation actions.
 - d) Copy of the local floodplain permit or No Permit Required notification from the local floodplain administrator.
 - e) Copy of correspondences with the Environmental Protection Agency (EPA) for Sole Source Aquifer project review.
 - f) If applicable, copy of FDEP Division of Air Resource Management Air Construction or any other permitting requirements pertaining to the Clean Air Act.
 - g) If known, the location of final disposal sites for unsuitable soils and any demolished items.
 - h) Copy of comprehensive species evaluation for the Endangered Species Act.
- 4) National Historical Preservation Act compliance documents shall be obtained. Review documentation required:
 - a) Color maps including topographical and aerial with the project location clearly marked.
 - b) Color photographs of any area with ground disturbance (electronic).
 - c) Indicate if project site is located within a designated historic district or historic neighborhood.
 - d) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas. The total impacted area should also be indicated on the map.
 - e) General description of the type of construction equipment that may be used during the proposed project's implementation and what activities it will facilitate.
 - f) Previous and current use of proposed project area.
 - g) Any known site work or historic uses for the proposed location.
 - h) If known, the location and source of fill material.

- i) Any available studies that may have taken place on the property.
- 5) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.
- 6) No construction work may begin until Phase II is approved by the Division and FEMA.

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) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.
- 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 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.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Phase I – Design of this 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 before Phase II – Construction is considered.
- 8) When Phase I is completed, the Sub-Recipient must provide 100% completed designs, calculations, a full set of signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will take place. The data inputs to the final BCA for Phase II approval, must be based on the inputs and outputs of a hazard related study such as erosion, Hydraulic & Hydrologic study, damage calculations, road closures, etc. No assumptions or historical damage will be acceptable for final BCA of Phase II approval. No construction activities for this project have been approved.
- 9) The Sub-Recipient must avoid duplication of benefits between the BRIC program and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 10) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, provides 100% federal funding under the BRIC program 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.

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

Phase I

State Contracting:	3	Months
Bidding/Local Procurement:	2	Months
Design Specifications, Permitting/Survey:	15	Months
Deliverables Submitted to FDEM:	2	Months
Total Period of Performance:	22	Months

Funding Summary Totals

Federal Share:	\$2,349,484.50	(68.101%)
Non-Federal Share:	\$1,100,515.50	(31.899%)
Total Project Cost:	\$3,450,000.00	(100.00%)
SRMC (100% Federal)	\$172,500.00	

BUDGET

Line Item Budget*

Phase I	Project Cost	Federal Cost	Non-Federal Cost
Design & Permitting of Green Infrastructure:	\$200,000.00	\$136,202.00	\$63,798.00
Design, Survey & Permitting of Secondary Canal:	\$250,000.00	\$170,252.50	\$79,747.50
S-28 Coastal Structure Design, Survey & Permitting:	\$3,000,000.00	\$2,043,030.00	\$956,970.00
Project Total:	\$3,450,000.00	\$2,349,484.50	\$1,100,515.50
*SRMC	\$ 172,500.00	\$ 172,500.00	\$ 0.00
SRMC Total:	\$ 172,500.00	\$ 172,500.00	\$ 0.00

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

****** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$172,500.00 in Federal funding. SRMC provides HMA funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.**

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **EMA-2021-BR-152-0005**. It is funded under the BRIC Program and must adhere to all program guidelines established for the BRIC program.

This Agreement shall begin upon execution by both parties and the Period of Performance for this project shall end on September 6, 2025.

Attachment B
Program Statutes and Regulations

The parties to this Agreement and the Building Resilient Infrastructure and Communities Program (BRIC) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 C.F.R. Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Building Resilient Infrastructure and Communities Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to the BRIC Program as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

The BRIC Program Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a BRIC Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes

- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/government/grant/sfha_conditions.shtm

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and
- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the **“Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)”** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.
- (4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.
- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a BRIC project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:
 - (1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
 - (2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
 - (3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
 - (4) Age Discrimination Act of 1975, which prohibits discrimination based on age.
 - (5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;
- (v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388
- (w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- (jj) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.

- (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
- (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
- (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

**REQUEST FOR ADVANCE OR REIMBURSEMENT
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: South Florida Water Management District

REMIT ADDRESS: 3301 Gun Club Rd

CITY: West Palm Beach STATE: Florida ZIP CODE: 33406

PROJECT TYPE: C- 8 Basin PROJECT #: EMA-2021-BR-152-0005

PROGRAM: Building Resilient Infrastructure and Communities Program CONTRACT #: B0209

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: _____ (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 68.101%	Obligated Local Non-Federal 31.899%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: Candida Heater TITLE: Administrative Services Div. Director DATE: _____

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL <u>\$</u> _____	
APPROVED SRMC TOTAL: <u>\$</u> _____	DIVISION DIRECTOR _____
APPROVED FOR PAYMENT <u>\$</u> _____	DATE _____

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT:	South Florida Water Management District	PAYMENT #:	
PROJECT TYPE:	C- 8 Basin	PROJECT #:	EMA-2021-BR-152-0005
PROGRAM:	Building Resilient Infrastructure and Communities Program	CONTRACT #:	B0209

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
<i>This payment represents % completion of the project.</i>					TOTAL

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

**Attachment E
JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT: SOUTH FLORIDA WATER MANAGEMENT DISTRICT

If you are requesting an advance, indicate same by checking the box below.

☐ **ADVANCE REQUESTED**

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F
QUARTERLY REPORT FORM

Instructions: Complete and submit this form to State Project Manager within 15-days after each quarter:

SUB-RECIPIENT: South Florida Water Management District PROJECT #: EMA-2021-BR-152-0005
PROJECT TYPE: C- 8 Basin CONTRACT #: B0209
PROGRAM: Building Resilient Infrastructure and Communities Program QUARTER ENDING: _____

Advance Payment Information:

Advance Received ☐ N/A ☐ Amount: \$ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): \$ _____

Target Dates (State Agreement):

Contract Execution Date: _____ Contract Expiration Date: _____

Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (If No, Describe under **Issues** below)

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

<u>Milestone</u>	<u>Dates</u> (estimated)
<u>State Contracting</u>	
<u>Closeout Compliance</u>	
<u>Estimated Project Completion Date:</u>	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ No Action Required, OR

☐ Action Required: _____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: _____%

Date Reviewed: _____ Reviewer: _____ *Project Manager*

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

By:

Signature

Name and Title

Street Address

City, State, Zip

Date

**South Florida Water Management
District**

Sub-Recipient's Name

B0209

DEM Contract Number

EMA-2021-BR-152-0005

FEMA Project Number

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: EMA-2021-BR-152-0005

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ 2,521,984.50

OBLIGATION/ACTION DATE: February 6, 2024

SUBAWARD DATE (if applicable): _____

UEID/SAM#: N6KVCUU7LC61

UEID/SAM#
+4: _____

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from <https://sam.gov/content/entity-registration> The process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: South Florida Water Management District

DBA NAME (IF APPLICABLE): N/A

PRINCIPAL PLACE OF BUSINESS ADDRESS:

ADDRESS LINE 1: 3301 Gun Club Rd

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY West Palm Beach STATE FL ZIP CODE+4** 33406-3007

PARENT COMPANY UEID/SAM# (if applicable): MNUWEZN36257

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a BRIC project, the Sub-Recipient proposes drainage improvements to the C-8 Basin. The Structural enhancements take place in the Biscayne Canal Number C-8, just south of the intersection with Northeast 107th Street, Miami Shores, Florida 33138.

Coordinates: 25.872919, -80.180877.

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall provide protection by implementing local and regional flood mitigation recommended as part of the 2015 PDM Study (completed project from prior HMA grant). This BRIC project includes three primary drainage related components. First, there shall be enhancements made to the S-28 Coastal structure, a forward pump and pump station shall be constructed in the C-8 canal. Also, a living shoreline and tie back levee system shall be constructed directly downstream of the coastal structure. Second, the canal banks shall be elevated on secondary canals within the basin. Lastly, vegetated berms and green infrastructure shall be installed for temporary impoundment upstream of the S-28 structure.

The S-28 structure gates and service bridge shall be replaced with a new hardened structure. The new structure gate shall be raised approximately three (3) feet and lengthened by approximately eighty-one (81) feet. The project proposes the installation of a 500 cubic feet per second (cfs) forward pump at the S-28 Coastal Structure to provide pumped basin discharge capacity while sea levels rise, or an appropriate size determined by the engineer. These tasks add additional capacity and pumping to the existing gravity discharge system. Additionally, tie back levee structures are presented to extend approximately two hundred and fifty (250) feet from the S-28 Coastal Structure and are enhanced with living shoreline features. This is additional storm surge protection for the structure and green resiliency. Enhancing the S-28 Coastal Structure with pumps, along with increasing gate and service bridge height, is the first component necessary to provide flood mitigation.

Secondly, enhancing the top of bank elevations of secondary canals have been identified in a total of six secondary canals. Elevation deficiencies range from more than six inches to over two feet. The bank elevations shall be increases to 6.0 feet referencing the North American Vertical Datum of 1988 (NAVD88). Enhancements included in the proposal are located on Marco Canal, Northwest 17th Avenue Canal, Red Road/Northwest 57th Avenue Canal, Spur #4 Canal, Spur Canal No. 1, and Upper Rio Vista Canal. The cumulative total canal length where bank elevation construction is proposed is approximately three and a quarter (3.25) miles. Lastly, a temporary detention feature of the project proposes the addition of approximately seventeen (17) acres of additional storage to the communities' stormwater system. This area is for incremental and controlled flooding as managed by the Water Management District and County. The feature will be connected to the C-8 canal by a gated culvert; vegetated berms will be installed as required. The berm elevations shall be constructed to 5.0 feet, referencing the North American Vertical Datum of 1988 (NAVD88).

The project shall be designed to provide protection against a 100-year flood event, along with sea level rise and The secondary canal elevation project component shall be designed to provide protection against a 25-year event, along with sea level rise. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

All project components such forward pumps and generators shall be protected against a 500-year (0.2% annual chance) flood event, in accordance with 44 CFR 9.11, by implementing specific activities or by locating them outside the Special Flood Hazard Area (SFHA). Project components shall comply with applicable National Flood Insurance Program (NFIP) requirements and be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards, as applicable. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____
 ADDRESS LINE 2: _____
 ADDRESS LINE 3: _____
 CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

****Providing the Zip+4 ensures that the correct Congressional District is reported.**

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial

assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☒

If the answer to Question 1 is “Yes,” continue to Question 2. If the answer to Question 1 is “No”, move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

If the answer to Question 2 is “Yes,” move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/execomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is “No” FFATA reporting is required. Provide the information required in the “TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR” appearing below to report the “Total Compensation” for the five (5) most highly compensated “Executives”, in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

“Executive” is defined as “officers, managing partners, or other employees in management positions”.

“Total Compensation” is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: Candida Heater

NAME AND TITLE: Candida Heater, Administrative Services Division Director

DATE: 19 September 2024

Attachment J
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:¹

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity
Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

¹ For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R. § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R. §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R. §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available* at https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

- ☒ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- ☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

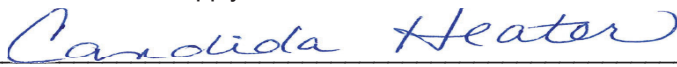
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Sub-Recipient or subcontractor, **South Florida Water Management District**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Sub-Recipient/subcontractor's Authorized Official

Candida Heater, Administrative Services Division Director

Name and Title of Sub-Recipient/subcontractor's Authorized Official

19 September 2024

Date

Attachment L

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

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

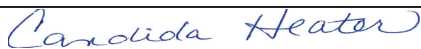
1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m), F.S.?
Yes ☐ No ☒

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

Name:		
Title:		
Agency Agreement/Contract #	Not Applicable	
Total Contract Amount		
Contract Term:		
Line Item Budget Category	Total Amount Paid	Amount Paid from State Funds
Salaries		
Fringe Benefits		
Bonuses	Not Applicable	Not Applicable
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs	Not Applicable	Not Applicable
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:	Candida Heater	
Signature:		
Title:	Administrative Services Division Director	
Date:	October 1, 2024	

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT – PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida “Governmental entity”² from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual’s personal identifying information if that entity is associated with a “Foreign Country of Concern.”³ Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a “controlling interest,”⁴ and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled “Respondent Vendor Name” is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor’s Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____

AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

² As defined in Section 287.138 (1)(d), Florida Statutes.

³ As defined in Section 287.138 (1)(c), Florida Statutes.

⁴ As defined in Section 287.138 (1)(a), Florida Statutes.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT INTERLOCAL AGREEMENT

AGREEMENT NO. 4600005079

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

MIAMI-DADE COUNTY

THIS AGREEMENT (“AGREEMENT”) is entered into as of this ____ day of _____, 20__ by and between the South Florida Water Management District (“**DISTRICT**”) and Miami-Dade County (“**COUNTY**”), collectively referred to as the “Parties” and individually as a “Party.”

WHEREAS, the **DISTRICT** is an independent special district of the State of Florida, created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Florida Statutes; and

WHEREAS, on June 10, 2024, the Florida Department of Emergency Management (“FDEM”), through the Federal Emergency Management Administration’s (“FEMA”) Building Resilient Infrastructure and Communities Program (“BRIC”), awarded the **DISTRICT** a reimbursement grant (“BRIC Award”) for the project entitled “Building Resiliency with Gray and Green Infrastructure, C-9 Basin, Broward and Miami-Dade Counties” hereinafter the “Project;” and

WHEREAS, the Project consists of a new forward pump and structure enhancements for Tidal Gate S-29; a living shoreline at Pickwick Lake with drainage features; the modification and installation of sluice gates with green walls at four locations; and enhancement of the following secondary canals connected to the C-9 Canal: Red Road Canal (0.35 miles), NW 202 Street Canal (0.79 miles), Peters Pike Canal (0.57 miles), NW 27 Avenue Canal (0.20 miles), Calder Canal (0.33 miles), Lake Lucerne Canal (0.02 miles), Carol City (B, B-1) Canal (0.32 miles), Carol City (A-3) Canal (0.96 miles), North Dade Golf Canal (0.77 miles), Highland Oaks Canal (0.05 miles), East Andover Canal (0.09 miles), West Andover Canal (0.06 miles), in the C-9 Basin (“Secondary Canal Bank Enhancements”). The Secondary Canal Bank Enhancements consist of increasing the canal bank elevations in these locations to a minimum elevation of 6.0 feet NAVD 88 to comply with elevations prescribed in the Miami-Dade County Flood Criteria Map; and

WHEREAS, the secondary canals are operated and maintained by the **COUNTY**; and

WHEREAS, the BRIC Award apportioned to the Secondary Canal Bank Enhancements is 50 percent of the Project costs, a Federal share of up to \$5,000,000.00. The non-federal share constitutes the remainder of the Project costs; and

WHEREAS, the health of the waterways within the C-9 Basin are inextricably linked to the environmental and economic well-being of Miami-Dade County; and

WHEREAS, the **DISTRICT** and **COUNTY** desire to work collaboratively to finalize design and construct the Project features within a three-year timeframe and the **COUNTY** will complete the design, survey, permitting, and construction of the Secondary Canal Bank Enhancements; and

WHEREAS, the **COUNTY** will be responsible for the non-federal share of the Secondary Canal Bank Enhancements and the **DISTRICT** will provide BRIC Award funds to the **COUNTY** to design and construct the Secondary Canal Bank Enhancements, by reimbursing the **COUNTY** up to \$5,000,000.00 upon confirmation of acceptance of all deliverables and release of the BRIC Award by FEMA/FDEM; and

WHEREAS, the BRIC Award is divided into two phases. The scope of work for Phase 1 consists of surveying, engineering, design, plans preparation, permitting, and bidding for the Project. Phase 2 consists of the Project's construction; and

WHEREAS, FEMA/FDEM's release of the BRIC Award for Phase 2 is contingent upon FEMA/FDEM's receipt, review, and approval of Phase 1 deliverables and completion of the Environmental and Historical Preservation (EHP), Technical and Program reviews; and

WHEREAS, the **COUNTY** utilizes a standard bid package for the construction of canal bank enhancements which, subject to FEMA/FDEM approval and acceptance, will be utilized to comply with Phase 1 deliverable requirements for the completion of the EHP, Technical and Program reviews; and

WHEREAS, contingent upon approval by FDEM/FEMA, the **DISTRICT** agrees to roll-over \$250,000.00 from Phase 1 to Phase 2 of the Project for the **COUNTY** to perform Phase 2 of the Project; and

WHEREAS, the **COUNTY** warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of this **AGREEMENT**.

NOW, THEREFORE, in consideration of the covenants and representations set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. The **COUNTY** agrees to complete the design, permitting, and construction work for the Secondary Canal Bank Enhancements on the following secondary canals, Red Road Canal (0.35 miles), NW 202 Street Canal (0.79 miles), Peters Pike Canal (0.57 miles), NW 27 Avenue Canal (0.20 miles), Calder Canal (0.33 miles), Lake Lucerne Canal (0.02 miles), Carol City (B, B-1) Canal (0.32 miles), Carol City (A-3) Canal (0.96 miles), North Dade Golf Canal (0.77 miles), Highland Oaks Canal (0.05 miles), East Andover Canal (0.09 miles), West Andover Canal (0.06 miles), including the work set forth in the BRIC Award

C-9 BASIN AGREEMENT

Letter, attached hereto as Exhibit “A” and made a part hereof, or otherwise required by FEMA/FDEM, subject to the availability of funds and in accordance with the terms governing the Sub-Recipient of the BRIC Award under FDEM Agreement No. B0221/SFWMD Agreement No. 4600005068 (“Grant Agreement”), attached hereto as Exhibit “B” and made a part hereof; and the **COUNTY**’s authority.

2. The **COUNTY** agrees to contribute the non-federal share for the Secondary Canal Bank Enhancements in accordance with Exhibits “A” and “B.” The period of performance for this paragraph shall commence on November 9, 2024, the date of execution of the Grant Agreement.
3. The **DISTRICT** agrees to transfer to the **COUNTY** in the form of a reimbursement the BRIC Award funds apportioned for the Secondary Canal Bank Enhancements, subject to the **DISTRICT**’s authority and the availability of funds, and in accordance with the Grant Agreement.
4. The **COUNTY** shall notify to the **DISTRICT** upon completion of the deliverables as described in Exhibits “A” and “B.” The **DISTRICT** shall make payment to the **COUNTY** upon receipt of such correspondence and FEMA/FDEM’s approval of the deliverables and release of BRIC Award funds. In no event shall the **DISTRICT** be liable for any contribution hereunder apart from the \$5,000,000.00 in BRIC Award funds for the Secondary Canal Bank Enhancements.
5. The period of performance of this **AGREEMENT** shall commence on the date of execution of this **AGREEMENT**, with the exception of paragraph 2, and shall expire on February 26, 2027, or the date of expiration of the BRIC Award, whichever occurs later.
6. The **COUNTY** is hereby authorized to contract with third parties (**COUNTY** subcontracts) for services awarded through a competitive process, as required by Florida Statutes. The **COUNTY** shall adhere to all applicable Federal and FEMA/FDEM requirements, including the terms governing the Sub-Recipient of the BRIC Award as detailed in Exhibits “A” and “B.” The **COUNTY** agrees to be responsible for the fulfillment of all work elements included in any **COUNTY** subcontract and agrees to be responsible for the payment of all monies due under any **COUNTY** subcontract. It is understood and agreed by the **COUNTY** that the **DISTRICT** shall not be liable to any **COUNTY** subcontractor for any expenses or liabilities incurred under the subcontract(s). The **COUNTY** holds FDEM/FEMA and the **DISTRICT** harmless against all claims of whatever nature arising out of the **COUNTY**’s performance of work under the Grant Agreement, to the extent allowed and required by law.
7. The **COUNTY** shall throughout the term of this **AGREEMENT** provide, maintain, and keep in force a program of self-insurance covering liabilities for worker's compensation and general and automobile liability as prescribed by Chapter 440, Florida Statutes, and Section 768.28, Florida Statutes.
8. The Parties assume any and all risks of personal injury, bodily injury and property damage attributable to their own negligent acts or the negligent acts or omissions of its officers, employees, servants, and agents thereof, up to the limits in Section 768.28, Florida Statutes. The **COUNTY** warrants and represents that it is self-funded for worker's compensation and liability insurance, covering at a minimum bodily injury, personal injury and property

damage with protection being applicable to the officers, employees, servants and agents while acting within the scope of its employment during performance under this **AGREEMENT**.

9. In the event the **COUNTY** subcontracts any part or all of the work hereunder to any third party, the **COUNTY** shall require each and every subcontractor to identify the **DISTRICT** as an additional insured on all insurance policies as required of the **COUNTY** and shall provide a Waiver of Subrogation as to the **DISTRICT**. Any contract awarded by the **COUNTY** for work under this **AGREEMENT** shall include a provision whereby the **COUNTY's** subcontractor agrees to defend, indemnify and pay on the behalf of, save and hold the **DISTRICT** harmless from all damages arising in connection with the subcontract.
10. In accordance with paragraph (18)d. of the Grant Agreement, the **COUNTY** agrees to include in any subcontract that (i) the subcontractor is bound by the terms of the Grant Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold FDEM/FEMA, the **COUNTY**, and the **DISTRICT** harmless against all claims of whatever nature arising out of the subcontractor's performance of work under the Grant Agreement, to the extent allowed and required by law.
11. The **COUNTY** and the **DISTRICT** further agree that nothing contained herein shall be construed or interpreted as (1) denying to either Party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida, the **DISTRICT** or the **COUNTY** or its employees, agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida, the **DISTRICT** or the **COUNTY** beyond the waiver provided in Section 768.28, Florida Statutes.
12. The Parties to this **AGREEMENT** are independent entities and are not employees or agents of the other Party. Nothing in this **AGREEMENT** shall be interpreted to establish any relationship other than that of independent entities, between the **DISTRICT**, the **COUNTY**, their employees, agents, subcontractors, or assigns, during or after the term of this **AGREEMENT**. The Parties to this **AGREEMENT** shall not assign, delegate, or otherwise transfer their rights and obligations as set forth in this **AGREEMENT** without the prior written consent of the other Party. Any attempted assignment in violation of this provision shall be void.
13. The Parties to this **AGREEMENT** assure that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this **AGREEMENT**.
14. The **COUNTY**, its employees, subcontractors, or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this **AGREEMENT**. The **DISTRICT** undertakes no duty to ensure such compliance but will attempt to advise the **COUNTY**, upon request, as to any such laws of which it has present knowledge.
15. Either Party may terminate this **AGREEMENT** at any time for convenience without cause upon thirty (30) calendar days prior written notice to the other Party. In the event of

termination, all funds not expended by the **COUNTY** for authorized work performed through the termination date shall be returned to the **DISTRICT** within sixty (60) days of termination.

16. The **COUNTY** shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the **COUNTY** assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the **COUNTY**.

17. The Parties shall maintain records and each Party shall have inspection and audit rights below. The Parties shall similarly require each subcontractor to maintain and allow access to such records for audit purposes:

A. Maintenance of Records: The Parties shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this **AGREEMENT** including supporting documentation for any service rates, expenses, research, or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from the expiration date of this **AGREEMENT**.

B. Examination of Records: The Parties or designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this **AGREEMENT**. Such examination may be made only within five (5) years from the expiration date of this **AGREEMENT**.

C. Extended Availability of Records for Legal Disputes: In the event that either Party should become involved in a legal dispute with a third party arising from performance under this **AGREEMENT**, the Parties shall extend the period of maintenance for all records relating to the **AGREEMENT** until the final disposition of the legal dispute. All such records shall be made readily available to the **DISTRICT**.

18. Whenever the **DISTRICT**'s contribution includes state or federal appropriated funds, the **COUNTY** shall, in addition to the inspection and audit rights set forth in paragraph 17 above, maintain records and similarly require each subcontractor to maintain and allow access to such records in compliance with the requirements of the Florida State Single Audit Act and the Federal Single Audit Act, as follows:

A. Maintenance of Records: The **COUNTY** shall maintain all financial and non-financial records through:

- (1) Identification of the state or federal awarding agency, as applicable;
- (2) Project identification information included in the Catalog of State Financial Assistance (CSFA) or the Catalog of Federal Financial Assistance (CFDA), as applicable;
- (3) Audit and accountability requirements for state projects as stated in the Single Audit Act and applicable rules of the Executive Office of Governor, rules of the Chief Financial Officer and rules of the Auditor General and the State Projects Compliance Supplement;
- (4) Audit/accountability requirements for federal projects as imposed by federal laws and regulations; and

- (5) Submission of the applicable single audit report to the **DISTRICT**, as completed per fiscal year.

B. Examination of Records: The **DISTRICT** or designated agent, the state awarding agency, the state's Chief Financial Officer and the state's Auditor General and/or federal awarding agency shall have the right to examine the **COUNTY's** financial and non-financial records to the extent necessary to monitor the **COUNTY's** use of state or federal financial assistance and to determine whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations which may include onsite visits and limited scope audits.

19. All notices or other communication regarding this **AGREEMENT** shall be in writing and forwarded to the attention of the following individuals:

South Florida Water Management District

Jose Esquivel
Procurement Bureau
3301 Gun Club Road
West Palm Beach, FL 33406
Telephone No. (561) 682-2119
Email: jesquive@sfwmd.gov

Ana Carolina Coelho Maran, P.E., Ph.D.
Chief of District Resiliency
3301 Gun Club Road
West Palm Beach, FL 33406
Telephone No. (561) 682-6868
Email: cmaran@sfwmd.gov

Miami-Dade County

Marina Blanco-Pape, P.E., Chief
Miami-Dade County Water Management
701 NW 1 Court, Floor 5
Miami, FL 33136-3912
Office: 305-372-6950
marina.blanco-pape@miamidade.gov

Randall White, Section Manager
Miami-Dade County Stormwater Utility
701 NW 1 Court, Floor 5
Miami, FL 33136-3912
Mobile: 786-835-5283
SWU Office: 305-372-6688
Office: 305-372-6406
randall.white@miamidade.gov

20. Invoices, clearly marked "ORIGINAL," shall be sent to the attention of Accounts Payable at the **DISTRICT's** address specified below. All invoices shall reference the Agreement Number specified on page one of this **AGREEMENT**. In addition, a copy of the invoice shall be sent to the attention of the **DISTRICT's** Chief of District Resiliency either at the address specified in paragraph 19 above or via email, also specified above.

South Florida Water Management District
Accounts Payable
P.O. Box 24682
West Palm Beach, FL 33416-4682

21. The **COUNTY** and **DISTRICT** recognize that any representations, statements, or negotiations made by the **DISTRICT** or **COUNTY** staff do not suffice to legally bind the **DISTRICT** or **COUNTY** in a contractual relationship unless they have been reduced to writing and signed by authorized **DISTRICT** and **COUNTY** representatives. This

AGREEMENT shall inure to the benefit of and shall be binding upon the Parties, their respective assigns, and successors in interest.

22. This **AGREEMENT** may be may be amended, extended, or renewed only with the written approval of the Parties. The **DISTRICT** shall be responsible for initiating any amendments to this **AGREEMENT**, if required.
23. This **AGREEMENT**, and any work performed hereunder, is subject to the Laws of the State of Florida. Nothing in this **AGREEMENT** shall bind any of the Parties to perform beyond their respective authority, nor does this **AGREEMENT** alter the legal rights and remedies which the respective Parties would otherwise have, under law or at equity.
24. Should any term or provision of this **AGREEMENT** be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **AGREEMENT**, to the extent that the **AGREEMENT** shall remain operable, enforceable and in full force and effect to the extent permitted by law.
25. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **AGREEMENT** by the Parties shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this **AGREEMENT**. No waiver shall be effective unless in writing and signed by the Party against whom enforcement is sought. Such waiver shall be limited to provisions of this **AGREEMENT** specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
26. Any dispute arising under this **AGREEMENT** which cannot be readily resolved shall be submitted jointly to the signatories of this **AGREEMENT** with each Party agreeing to seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties. A joint decision of the signatories, or their designees, shall be the disposition of such dispute.
27. Applicable Laws and Venue. The laws of the State of Florida shall govern all aspects of this **AGREEMENT**. In the event it is necessary for either Party to initiate legal action regarding this **AGREEMENT**, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justiciable in federal court.
28. **WAIVER OF JURY TRIAL. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO AN ACTION OR LEGAL PROCEEDING, WHETHER SOUNDING IN THIS AGREEMENT, TORT OR OTHERWISE.**
29. This **AGREEMENT** states the entire understanding and agreement between the Parties and supersedes any and all written or oral representations, statements, negotiations, or

agreements previously existing between the Parties with respect to the subject matter of this **AGREEMENT**.

30. Any inconsistency in this **AGREEMENT** shall be resolved by giving precedence in the following order:
- (a) Terms and Conditions outlined in preceding paragraphs 1 – 29,
 - (b) Exhibit “A” BRIC Award Letter
 - (c) Exhibit “B” FDEM Agreement No. B0221/SFWMD Agreement No. 4600005068,
 - (d) All other exhibits, attachments and documents specifically incorporated herein by reference.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this **AGREEMENT** on the date first written above.

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
BY ITS GOVERNING BOARD**

By: _____
Candida Heater, Director
Administrative Services Division
3301 Gun Club Road
West Palm Beach, FL 33406
(561)682-6486
cheater@sfwmd.gov

SFWMD OFFICE OF COUNSEL

BY: _____

DATE: _____

SFWMD PROCUREMENT

BY: _____

DATE: _____

MIAMI-DADE COUNTY

By: _____
Jimmy Morales, Chief Operating Officer
Miami-Dade County
111 N.W. 1st Street, 29th Floor
Miami, FL 33128
(305) 375-2531
jimmy.morales2@miamidade.gov

EXHIBIT “A”

Federal Emergency Management Agency (FEMA) to
Florida Division of Emergency Management (FDEM)
Building Resilient Infrastructure and Communities (BRIC)
Notification of Award Letter for the C-9 Basin

Dated: June 10, 2024



U.S. Department of Homeland Security
Region 4
3005 Chamblee Tucker Road
Atlanta, GA 30341

FEMA

June 10, 2024

Mr. Kevin Guthrie, Director
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Attention: Ms. Laura Dhuwe, State Hazard Mitigation Officer

Reference: EMA-2022-BR-009-0014 Building Resiliency with Gray & Green Infrastructure, C-9 Basin,
Broward & Miami-Dade CNTY FY22 BRIC– **Phase 1 Approval**

Dear Mr. Guthrie:

I am pleased to inform you that the project referenced above has been approved for \$2,625,000.00 with a federal share of \$1,729,250.00 and non-federal share of \$809,287.50. The approved amount also includes the Sub-Recipient Management Cost in the amount of \$86,462.50. Please Note: Only Phase 1 is approved for expenditures. After Phase 1 deliverables have been received, reviewed, and approved, FEMA will issue a Phase 2 approval letter authorizing construction and the expenditure of the Phase 2 funding. Please note that the phases referenced in this letter refer to the Phases of FEMA funding and approval, and not the construction phases identified by the Sub-applicant as part of the proposed construction project.

The following Phase 1 budget items are approved:

Approved Phase 1 Budget Item	Amount
Design, Survey and Permit of Secondary Canal	\$ 250,000.00
Design, Survey and Permit of Sluice Gates	\$ 50,000.00
Design and Permitting of Green Infrastructure Feat	\$ 200,000.00
S-29 Coastal Structure Design, Survey and Permit	\$ 2,000,000.00
Sub-Recipient Management Cost	\$ 125,000.00
Phase 1 Total Approval	\$ 2,625,000.00

Note that any budget line items marked as Phase 1, but not listed above, are not approved at this time. If FEMA determines they are eligible after review of Phase 1 deliverables, they will be approved as part of Phase 2, as they involved ground disturbance.

Phase	Federal Share (Project Costs)	Non-federal Share (Project and SRMC)	SRMC (Federal Share)	Total Project Cost	Federal Share	Status
1	\$1,729,250.00	\$809,287.50	\$86,462.50	\$2,625,000.00	\$1,815,712.50	Approved
2	\$47,290,831.77	\$21,314,724.99	\$530,755.24	\$69,136,312.00	\$47,821,587.01	Pending Approval

Phase 2 is pending approval following the submission and review of Phase 1 deliverables and completion of the Environmental and Historic Preservation (EHP), Technical and Program reviews. Construction or ground disturbing activities cannot start until FEMA approves Phase 2.

The following is the approved Scope of Work (SOW) for Phase 1 for the above referenced project:

The South Florida Water Management District will utilize Phase 1 funds to complete the design and engineering required to move forward with Phase 2. The approved scope of work is for **Phase 1 only**, which includes surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase 2 approval. No construction activities for this project have been approved.

The sub-applicant must submit the below Phase 1 deliverables for FEMA's review and approval. Once all Phase 1 deliverables are received, reviewed, and approved by FEMA, we will send written notification that the Phase 2 work can begin. Starting any Phase 2 work, or any other ground disturbing activities or construction, without FEMA's written approval could jeopardize the project funding.

Phase 1 Deliverables:

In addition to a complete, detailed scope of work, updated budget, and updated milestones, Phase 1 deliverables should include the below:

- Document that the proposed technical solution solves the problem to the proposed level of protection and is not dependent on another project.
- Include actual costs for phase 1 and updated costs for phase 2.
- Document the upstream and downstream effects of the proposed project.
- Hydrologic and hydraulic data/modeling and/or other relevant technical data.
- Engineering design (typically 30/60/90) and cost estimate.
- Technical body of information needed to support the desired level of effectiveness/protection or amount of risk reduction.
- Refinement of the BCA based on engineering design. If HAZUS inputs are utilized ensure only acceptable uses of HAZUS methodologies for a FEMA BCA are included and complete calculations of other utilized tools (SFWMD-FIAT) are provided with Phase 1 deliverables.
- Additional documentation required to support compliance with eligibility, technical feasibility, cost-effectiveness, and EHP requirements.
- Due to the many components of occurring throughout the canal system, provide a scope of narrative breaking down where and how the construction work will commence. This will greatly avoid misinterpretation of construction plans and reduce time for preparing documents for FEMA's NEPA analysis, other federal agency consultations, and other such required notifications from FEMA to other entities.
- Provide an updated, detailed Scope of Work, including ground disturbance information to detail area and max depth of proposed ground disturbance for each new construction item, methods of construction, staging areas, along with any updated maps of proposed ground disturbance as a Phase 1 deliverable.
- Provide any new or missing documents such as surveys, plans, drawings, specifications, studies, and site photos with descriptions associated with the project.
- Provide the species and habitat comprehensive evaluation as referenced in the subapplication to assist FEMA's Section 7 Endangered Species Act obligations.

- Provide any applicable USACE 404, State 401, and 402 Florida Department of Environmental Protection (FDEP) permitting, authorization, or exemptions documented. Provide any USACE point of contact information so that FEMA EHP can establish lead agency or conduct a joint EHP review with USACE and share compliance review documents.
- If applicable, provide any FDEP Division of Air Resource Management Air Construction or any other permitting requirement pertaining to the Clean Air Act.
- Regarding the Safe Drinking Water Act, provide the emails and additional correspondences between SFWMD and EPA Region 4 for the Sole Source Aquifer Project Review.
- Local floodplain administrator approval will be required and any supporting documentation such as any required approvals, studies, permits, certificates (elevation, no-rise, etc.), and/or any amendments from the appropriate agencies.
- If applicable, provide details on any additional community outreach efforts including receipt of any community feedback and comments as part of the Phase I deliverables.
- If known, provide final disposal location(s) such as a landfill for unsuitable soils and any demolished items.
- If known, provide fill source information.

NOTE: FEMA EHP is available to provide technical assistance throughout the Phase I designing process. Requests for EHP assistance should be sent to your designated point of contact.

Period of Performance

FEMA will not establish activity completion timeframes for individual subawards. The period of performance (POP) of the grant award will be 36 months from the date of the award. Therefore, the POP for EMA-2022-BR-009-0014 will expire February 26, 2027. Per the schedule in the sub-application, the Phase 1 deliverables will be expected in twelve (12) months on June 6, 2025.

If you have any questions, please contact Sabrina Simms, at (202) 436-1750.

Sincerely,

Valerie Rhoads, Chief
Hazard Mitigation Assistance Branch
Mitigation Division

Enclosure:
Record of Environmental Consideration (REC)
EHP Phase 1 Memorandum

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project EMA-2022-BR-009-0014

Title: Building Resiliency with Gray & Green Infrastructure, C-9 Basin, Broward & Miami-Dade CNTY FY22 BRIC

NEPA DETERMINATION

Non Compliant Flag: No

EA Draft Date:

EA Final Date:

EA Public Notice Date:

EA Fonsi

Level: CATEX

EIS Notice of Intent

EIS ROD Date:

Comment SOW: South Florida Water Management District, Miami-Dade County, FL: THE SCOPE OF WORK IS FOR PHASE I ONLY, WHICH INCLUDES BUT IS NOT LIMITED TO SURVEYING, ENGINEERING, DESIGN, PLANS PREPARATION, PERMITTING AND BIDDING FOR THE PROPOSED PROJECT, FOR PHASE II APPROVAL. NO CONSTRUCTION ACTIVITIES FOR THIS PROJECT HAVE BEEN APPROVED.

Phase II, as described in the sub-application and attachments uploaded, will consist of four main components: (1) major Tidal Gate S-29 forward pump and structure (25.929080, -80.151480) enhancements, (2) construct a living shoreline at Pickwick Lake (25.944650, -80.183600) with drainage features, (3) modify and install sluice gates with green walls at four different locations, and (4) thirteen secondary canal enhancements.

PHASE II WILL REQUIRE ADDITIONAL REVIEW. SEE ENCLOSED MEMO FOR EXPECTATIONS OF DELIVERABLES

- dducote - 01/03/2024 22:16:43 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
a4	(a4) Information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents. If any of these activities result in proposals for further action, those proposals must be covered by an appropriate CATEX. Examples include but are not limited to: (a) Document mailings, publication and distribution, training and information programs, historical and cultural demonstrations, and public affairs actions. (b) Studies, reports, proposals, analyses, literature reviews; computer modeling; and non-intrusive intelligence gathering activities.	Yes

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	CAA: Review is for design only; the construction phase requires additional FEMA EHP review. The construction phase may require FDEP Division of Air Resources Management approval and/or permitting. See enclosed Region 4 EHP Phase I Memorandum for details. - dducote - 01/03/2024 22:21:50 GMT

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project EMA-2022-BR-009-0014

Title: Building Resiliency with Gray & Green Infrastructure, C-9 Basin, Broward & Miami-Dade CNTY FY22 BRIC

Environmental Law/ Executive Order	Status	Description	Comment
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	CWA: Review is for design only; the construction phase requires additional FEMA EHP review. The construction phase will require 401/402/404 CWA authorization or permitting with FDEP and US Army Corps of Engineers. See enclosed Region 4 EHP Phase I Memorandum for details. - dducote - 01/03/2024 22:20:47 GMT
Coastal Zone Management Act (CZMA)	Completed	Project is located in a coastal zone area and/or affects the coastal zone	
	Completed	State administering agency does not require consistency review - Review concluded	
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	EO 11988: Review is for design only; the construction phase requires additional FEMA EHP review. The district-wide project has certain areas located within a Zone AE or Shaded Zone X per Miami-Dade County Preliminary FIRMS dated 2/25/2021. The construction phase will require local floodplain administrator review and approval. Phase II, construction phase, requires additional review. - dducote - 01/03/2024 22:26:16 GMT
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	EO 11990: Project area is located in or near wetlands per review of USFWS National Wetlands Inventory (NWI) mapper, accessed 11/22/2023. Phase II, construction phase, requires additional review if the project area changes. - dducote - 01/03/2024 22:26:32 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	No Low income or minority population in, near or affected by the project - Review concluded	EO 12898: The Phase I has been determined to have limited or no potential to adversely affect minority or low-income populations according to Exemption VI.m. in Step 1 of the EO 12898 Interim Guidance on 1/3/2024. Phase II, construction phase, requires additional review. - dducote - 01/03/2024 22:27:27 GMT
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	ESA: Review is for design only; the Phase II construction phase requires additional FEMA EHP review. The construction phase will require consultation by FEMA with USFWS. See enclosed Region 4 EHP Phase I Memorandum for details. - dducote - 01/03/2024 22:20:19 GMT

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project EMA-2022-BR-009-0014

Title: Building Resiliency with Gray & Green Infrastructure, C-9 Basin, Broward & Miami-Dade CNTY FY22 BRIC

Environmental Law/ Executive Order	Status	Description	Comment
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Not Applicable	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	MBTA: Review is for design only; the construction phase requires additional FEMA EHP review. The construction phase will likely require adoption of best industry practices to minimize or avoid impacts to protected migratory birds. See enclosed Region 4 EHP Phase I Memorandum for details. - dducote - 01/03/2024 22:22:11 GMT
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Applicable executed Programmatic Agreement. Activity meets Programmatic Allowance (enter date and # in comments) - Review concluded	NHPA: The Phase I scope for data gathering, per the Florida Statewide HP PA, executed September 10, 2014, and amended September 1, 2023, the SOW has limited or no potential to affect historic properties pursuant to 36 CFR § 800.3(a)(1) as outlined in Stipulation I.A.7.g. Phase II, construction phase, will require additional review and will require consultation by FEMA with SHPO and Tribes. Scope of Work details for each project component to include, but not limited to; project area location(s), staging areas, ground disturbance information (to detail area, length, width, and depth of proposed ground disturbance), project area maps, GPS coordinates, and photos are required to full review of the project. If applicable to your project, please provide design plans and locations details for fill source and final disposal locations. - dducote - 01/03/2024 22:19:56 GMT
OTHER (enter specifics in comments)	Completed	Review concluded	Safe Drinking Water Act: Review is for design only; the construction phase requires additional FEMA EHP review. The construction phase requires EPA Region 4 approval for work occurring within a sole source aquifer. See enclosed Region 4 EHP

FEDERAL EMERGENCY MANAGEMENT AGENCY
RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project EMA-2022-BR-009-0014

Title: Building Resiliency with Gray & Green Infrastructure, C-9 Basin, Broward & Miami-Dade CNTY FY22 BRIC

Environmental Law/ Executive Order	Status	Description	Comment
			Phase I Memorandum for details. - dducote - 01/03/2024 22:25:12 GMT
State Hazardous Materials and Solid Waste Laws	Completed	Review concluded	SHM&SW Laws: Review is for design only; the construction phase requires additional FEMA EHP review. The construction phase will the need to adhere to FDEP requirements for disposing of any construction and demolition items. See enclosed Region 4 EHP Phase I Memorandum for details. - dducote - 01/03/2024 22:24:17 GMT
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

REGION 4 ENVIRONMENTAL PLANNING AND HISTORIC PRESERVATION (EHP) PHASE I MEMORANDUM

TO: SOUTH FLORIDA WATER MANAGEMENT DISTRICT

FROM: DUSTIN DUCOTE

SUBJECT: EMA-2022-BR-009-0014

SOW: SOUTH FLORIDA WATER MANAGEMENT DISTRICT, MIAMI-DADE COUNTY, FL: THE SCOPE OF WORK IS FOR PHASE I ONLY, WHICH INCLUDES BUT IS NOT LIMITED TO SURVEYING, ENGINEERING, DESIGN, PLANS PREPARATION, PERMITTING AND BIDDING FOR THE PROPOSED PROJECT, FOR PHASE II APPROVAL. NO CONSTRUCTION ACTIVITIES FOR THIS PROJECT HAVE BEEN APPROVED.

PHASE II, AS DESCRIBED IN THE SUB-APPLICATION AND ATTACHMENTS UPLOADED, WILL CONSIST OF FOUR MAIN COMPONENTS: (1) MAJOR TIDAL GATE S-29 FORWARD PUMP AND STRUCTURE (25.929080, -80.151480) ENHANCEMENTS, (2) CONSTRUCT A LIVING SHORELINE AT PICKWICK LAKE (25.944650, -80.183600) WITH DRAINAGE FEATURES, (3) MODIFY AND INSTALL SLUICE GATES WITH GREEN WALLS AT FOUR DIFFERENT LOCATIONS, AND (4) THIRTEEN SECONDARY CANAL ENHANCEMENTS. MAJOR ENHANCEMENTS AT TIDAL GATE S-29 LOCATION INCLUDE:

- DEMOLISH/REMOVE: ROAD/PARKING AREA, FENCING AND GATES, DOCK, GENERATOR BUILDING, BOLLARDS, UNDERGROUND TANK, AND REMOVE THE S-29 GATES AND BRIDGE DECK AVOIDING DAMAGE TO THE EXISTING PIER AND COLUMN REINFORCEMENTS.
- UTILIZE TWO KNOWN STAGING AREAS.
- NEW CONSTRUCTION INVOLVES:
 - INSTALLING SHEET PILING BULKHEAD ON THE SOUTHEASTERN BANK OF THE CANAL, ANOTHER ONE ON THE NORTHWESTERN SIDE PULLED BACK INLAND, AND ONE MORE ON THE NORTHEASTERN SIDE PULLED BACK INLAND OVERLAPPING INTO THE EXISTING PARKING LOT,
 - THE NORTHWESTERN AND NORTHEASTERN BULKHEAD WALLS WILL BE A PART OF THE TIEBACK LEVEE FLANKING THE NEW PUMP STATION.
 - TUFF BOOMS (FLOATING BARRIERS) ON THE WESTERN (UPSTREAM) SIDE AND EASTERN (DOWNSTREAM) SIDE OF THE CANAL,
 - MODIFY THE EXISTING S-29 GATE STRUCTURE WITH NEW GATES, BRIDGE DECKING, AND WING WALLS,
 - CONSTRUCT A NEW 500 CF8 FORWARD PUMP STATION ON THE NORTHERN SIDE OF THE EXISTING S-29 GATE STRUCTURE, THIS SUPERSTRUCTURE WILL INCLUDE FORWARD PUMPING, TRASH RAKES, AND DISCHARGE PIPE,
 - CONSTRUCT A GENERATOR BUILDING WITH AN ELECTRICAL ROOM AND TWO LARGE FUEL TANKS,
 - CONSTRUCT TWO TRANSFORMERS WITH A METERING CABINET WHERE THE PRIMARY CONDUIT WILL RUN OUT TOWARDS U.S. 1 ROADWAY,

- INSTALL RIPRAP FLANKING THE S-29 GATE STRUCTURE AND THE NEW FORWARD PUMP STATION,
- WESTERN ACCESS AREA: A NEW VEHICLE GATE AND ACCESS ROAD WILL BE CONSTRUCTED THAT RUNS FROM THE PREVIOUS PAVED ENTRANCE JUST NORTH OF THE U.S. 1 BRIDGE CROSSING NORTHEASTWARD ADJACENT OF THE NEW NORTHWESTERN BULKHEAD WALL AND THE NEW GENERATOR BUILDING OPENING UP TO A NEW PARKING AREA NORTH OF THE NEW PUMP STATION,
- NORTH ACCESS AREA: A SLIGHTLY EXPANDED AND MODIFIED VERSION OF THE EXISTING NORTHERN ENTRANCE ROAD WILL BE CONSTRUCTED THAT DIVERGES TO A GATE ENTRANCE FOR PUMP STATION STAFF AND FOR THE GENERAL PUBLIC TO ACCESS A NEW PARKING AREA FOR ACCESS TO THE PARK,
- SOUTH ACCESS AREA: MINOR CHANGES WITH A NEW CONCRETE RETAINING WALL AND VEHICLE GATE FOR PUMP STATION ACCESS VIA S-29 GATE BRIDGE CROSSING,
- THE NEWLY CONSTRUCTED ROADS AND PARKING AREAS WILL HAVE NEW STORMWATER RCP PIPING, DRAINAGE INLETS, AND V-SWALES.

PHASE II WILL REQUIRE ADDITIONAL REVIEW. CAREFULLY AND FULLY REVIEW BELOW FOR EXPECTATIONS OF DELIVERABLES

DATE: 1/3/2024

National Environmental Policy Act (NEPA) Determination

Phase I Review Concluded. Phase I meets criteria and conditions for (a4) Information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents. If any of these activities result in proposals for further action, those proposals must be covered by an appropriate Categorical Exclusion (CATEX). Examples include but are not limited to: (a) Document mailings, publication and distribution, training and information programs, historical and cultural demonstrations, and public affairs actions. (b) Studies, reports, proposals, analyses, literature reviews; computer modeling; and non-intrusive intelligence gathering activities.

Phase II Expectations. The scope of work (SOW) as written in the subapplication indicates that Phase II will require modification to existing canal embankments, new constructions of two sluice gates, expansion of two existing sluice gates, new construction of a living shoreline within an existing impoundment with new drainage culverts, and new construction within and around the S-29 facility. Two temporary staging areas have been identified within the S-29 facility, none noted for the other project components at Pickwick Lake, sluice gates, and secondary canals. If all the below project criteria are met, there is a good chance the Phase II will not require FEMA to conduct a NEPA environmental assessment (EA) and will meet the following CATEX:

DHS Categorical Exclusion (CATEX) (e2) New construction upon or improvement of land where all of the following conditions are met:

- a) The structure and proposed use are compatible with applicable Federal, Tribal, State, and local planning and zoning standards and consistent with Federally-approved State coastal management programs,
- b) The site is in a developed area and/or a previously-disturbed site,
- c) The proposed use will not substantially increase the number of motor vehicles at the facility or in the area,
- d) The site and scale of construction or improvement are consistent with those of existing, adjacent, or nearby buildings, and,
- e) The construction or improvement will not result in uses that exceed existing support infrastructure capacities (roads, sewer, water, parking, etc.).

Any additional or missing documents to support the above CATEX conditions are met will greatly assist FEMA's NEPA review process. It is highly recommended that as the design process of 30%, 60%, and 90% is occurring that designs, plans, and new information is provided to FEMA Region 4 EHP to determine with higher confidence that the SOW does in fact meet a DHS CATEX.

NOTE:

*****FEMA does not delegate NHPA consultations and if consultations are initiated or concluded by another federal agency, or state or consultant that FEMA EHP be notified immediately to make sure all are on the same page in terms of roles and expectations.*****

National Historic Preservation Act – Section 106

Phase II will require consultation by FEMA with the State Historic Preservation Officer and federally recognized Tribes with an ancestral interest in the project area regarding potential impacts to Historic Properties. Scope of work construction details including maps and plans detailing the footprint and dimensions for proposed ground disturbance and the location of identified fill source locations should be provided as a Phase I deliverable. The dimensions for proposed ground disturbance can be called out in a map overlay, KMZ file, or by providing GPS coordinates of a polygon. Dimensions should include area, length, width, and maximum depth of ground disturbance for all project components.

Endangered Species Act

There is designated West Indian Manatee critical habitat within and along the Snake Creek Canal and Maule Lake all the way upstream to Pickwick Lake. Additional species may be affected by work within and along the waterway but also due to the expected tree clearing activities on the northern section of the S-29 limits of construction. FEMA will have to consult for the Phase II with the United States Fish and Wildlife Service (USFWS) and/or the National Marine Fisheries Service (NMFS) regarding potential impacts to federally listed species and designated critical habitats. Per the subapplication in FEMA GO; a comprehensive evaluation for the presence of any listed species will be conducted by SFWMD. That evaluation will greatly assist FEMA EHP in the determining if no consultation, informal, or formal consultation for Section 7 Endangered Species Act will be required. If the SFWMD or consultant will be reaching out to USFWS and/or NMFS for early coordination, please let your FDEM and FEMA point of contacts know so they can provide the FEMA EHP point of contact to include in the coordination. This will assist in avoiding any duplication of effort on the parts of all involved.

Coastal Barrier Resource Act

All the project components and actions areas will be outside a coastal barrier resources system unit and will have no indirect impacts to a system unit. No consultation is required with USFWS.

Clean Water Act

Phase II will require a State 401 and 402 Clean Water Act permitting or authorization including U.S. Army Corps of Engineers (USACE) permitting or authorization under the 404 Clean Water Act due to the proximity of mapped wetlands (per USFWS National Wetlands Inventory) and potential direct and indirect impacts to the Waters of the U.S. When coordinating with USACE for permitting requirements, it is highly recommended to let them know of the FEMA federal funding action as a joint environmental review may be possible. Additionally, document all correspondences, letters, and formal approvals or exemptions to assist and avoid any duplication of effort between the USACE and FEMA. Additionally, this will avoid or minimize any request for information (RFI) emails from FEMA EHP.

Any USACE 404, State 401, and 402 Florida Department of Environmental Protection (FDEP) permitting, authorization, or exemptions documented should be included as a Phase I deliverable.

Coastal Zone Management Act

Per the Florida Coastal Construction Line (CCL) mapper, all the project site areas are not seaward of the CCL. No further analysis will be required for the Phase II.

Clean Air Act

The project site locations and the Miami area are all in an attainment area and do not require further analysis for any permeant emissions that may increase due to the expansion of stormwater structures. Although, FDEP Division of Air Resource Management may require an Air Construction (AC) permit for construction of new air pollution sources, modification of existing sources, or changes in underlying conditions in previously issued air construction permits.

Farmland Protection Policy Act

The project site locations are within and surrounded by disturbed and urban areas and will not directly or indirectly result in any irreversible conversion of farmland deemed prime, unique, and/or statewide importance. No further analysis will be required for the Phase II.

Migratory Bird Treaty Act

Phase II may require adoption of the USFWS Nationwide Standard Conservation Measures to minimize or avoid impacts to protected migratory birds. FEMA will have a discussion with SFWMD for including best management or industry practices (BMPs) for reducing impacts to protected birds and their habitats. The discussion will include what is already being included from other permitting and authorization requirements as conditions or BMPs then also discussing what is practicable in terms of the location and construction methods being utilized.

See the following link for USFWS MBTA resource document:
<https://www.fws.gov/media/nationwide-standard-conservation-measures>.

Magnuson-Stevens Fishery Conservation and Management Act

The project site locations are outside mapped essential fish habitat and outside of any habitat areas of particular concern per the NOAA Fisheries Essential Fish Habitat Mapper. No further analysis will be required for the Phase II.

Wild and Scenic Rivers Act

The project site locations are outside any wild and scenic rivers which are the Wekiva River within portions of Lake, Seminole, and Orange counties and Loxahatchee River in portions of Palm Beach and Martin counties. No further analysis will be required for the Phase II.

State Hazardous Materials and Solid Waste Laws

Phase II will require all demolition debris to be taken to an FDEP approved final disposal location(s) and utilizing state approved methods of disposal. More information can be found at: <https://floridadep.gov/waste/permitting-compliance-assistance/content/solid-waste-section>

Safe Drinking Water Act

Environmental Protection Agency reviews proposed projects that will both: 1) be located within the SSA project review area and 2) receive federal financial assistance. The review area may include the area overlying the SSA, its recharge zone, and source areas of streams that flow into the SSA's recharge zone. The project site locations are over a sole source aquifer (SSA) and coordination with EPA will be required from South Florida Water Management District:

<https://www.epa.gov/dwssa/forms/epa-region-4-sole-source-aquifer-project-review-form-section-project-description>

Executive Order 11988 – Floodplains & Executive Order 11990 – Wetlands

Phase II will require FEMA to complete an 8-Step Determination for work located within a Special Flood Hazard Area or SFHA including work in and near wetlands per USFWS National Wetlands Inventory. Portions of the proposed construction for all project components occur within mapped flood zones as identified by FEMA Preliminary Flood Insurance Rate Maps (FIRMs) dated 2/25/2021. FEMA EHP will review and complete the 8-Step Determination in accordance with 44 Code of Federal Regulations (CFR) Part 9 – Floodplain Management and Protection of Wetlands that includes public notice requirements. As stated in the DHS NOFO FY 2022 for BRIC, the project must comply with any FEMA directive or policy implementing the Federal Flood Risk Management Standards (FFRMS). More information can be found at: <https://www.fema.gov/floodplain-management/intergovernmental/federal-flood-riskmanagement->

8-Step Determination Expectations:

After FEMA EHP has drafted the 8-Step Determination, the EHP project lead will request the South Florida Water Management District to post a public notice through their usual public outreach methods to the community.

Local Floodplain Administrator Requirements:

Local floodplain administrator approval will be required and any supporting documentation such any required approvals, studies, permits, certificates (elevation, no-rise, etc.), and/or any amendments from the appropriate agencies should be documented and included in the Phase I deliverables or forwarded to the South Florida Water Management District's point of contact for the FEMA BRIC funding process.

Summary of EHP Phase I Deliverables

- Due to the many components of occurring throughout the canal system, provide a scope of narrative breaking down where and how the construction work will commence. This will greatly avoid misinterpretation of construction plans and by providing a narrative it will greatly reduce time to preparing documents for FEMA's NEPA analysis, other federal agency consultations, and other such required notifications from FEMA to other entities.

- Provide an updated, detailed Scope of Work, including ground disturbance information to detail area and max depth of proposed ground disturbance for each new construction item, methods of construction, additional staging areas, along with any updated maps of proposed ground disturbance as a Phase 1 deliverable.
- Provide any new or missing documents such as surveys, plans, drawings, specifications, studies, and site photos with descriptions associated with the project.
- Provide the species and habitat comprehensive evaluation as referenced in the subapplication to assist FEMA's Section 7 Endangered Species Act obligations.
- Any applicable USACE 404, State 401, and 402 Florida Department of Environmental Protection (FDEP) permitting, authorization, or exemptions documented should be included as a Phase I deliverable. Provide any USACE point of contact information so that FEMA EHP can establish lead agency or conduct a joint EHP review with USACE and share compliance review documents.
- If applicable, provide any FDEP Division of Air Resource Management Air Construction or any other permitting requirement pertaining to the Clean Air Act.
- Regarding the Safe Drinking Water Act, provide the emails and additional correspondences between SFWMD and EPA Region 4 for the Sole Source Aquifer Project Review.
- Local floodplain administrator approval will be required and any supporting documentation such as any required approvals, studies, permits, certificates (elevation, no-rise, etc.), and/or any amendments from the appropriate agencies.
- If applicable, provide details on any additional community outreach efforts including receipt of any community feedback and comments as part of the Phase I deliverables.
- If known, provide final disposal location(s) such as a landfill for unsuitable soils and any demolished items.
- If known, provide fill source information.

NOTE: FEMA EHP is available to provide technical assistance throughout the Phase I designing process. Requests for EHP assistance should be sent to your designated point of contact(s).

Final Note from the EHP Team

Congratulations on a successful subapplication on behalf of all at FEMA Region 4 EHP. Please note that whatever level of effort is required to complete the EHP compliance review for the Phase II project is all part of a process and does not dictate outcome. The important component of all of this is providing funding to assist in a resilient future to disasters that have yet to come.

EXHIBIT “B”

Florida Division of Emergency Management (FDEM) Agreement No. B0221/South Florida
Water Management District (SFWMD) Agreement No. 4600005068

C-9 Basin

Executed: November 9, 2024

Agreement Number:	B0221
Project Number:	EMA-2022-BR-009-0014

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

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

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

As defined by 2 C.F.R. §200.1, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.1, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient’s name:	<u>South Florida Water Management District</u>
Sub-Recipient’s unique entity identifier (UEI/FEIN):	<u>N6KVCUU7LC61 / 596015290</u>
Federal Award Identification Number (FAIN):	<u>EMA-2022-BR-009</u>
Federal Award Date:	<u>February 26, 2024</u>
Subaward Period of Performance Start and End Date:	<u>Upon Execution – June 6, 2025</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$1,854,250.00</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$1,854,250.00</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$1,854,250.00</u>
Federal award project description (see FFATA):	<u>C- 9 Basin</u>
Name of Federal awarding agency:	<u>Federal Emergency Management Agency</u>
Name of pass-through entity:	<u>FL Division of Emergency Management</u>
Contact information for the pass-through entity:	<u>Susan.Harris-Council@em.myflorida.com</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.047 Building Resilient Infrastructure and Communities Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

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 South Florida Water Management District, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

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

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

Susan Harris-Council
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Blvd
Tallahassee, Florida 32399
Telephone: 850-815-4532
Email: Susan.Harris-Council@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Carolina Maran / Tarana Solaiman
Chief of District Resiliency / Principal Project Manager
3301 Gun Club Rd
West Palm Beach FL 33406
Telephone: 561-682-6868 / 561-682-2059
Email: cmaran@sfwmd.gov / tsolaima@sfwmd.gov

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

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

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

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on Upon Execution and shall end on June 6, 2025, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and FEMA approved Pre-Award costs shall be outlined in Attachment A of this Agreement ("Budget and Scope of Work").

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount

for each deliverable is outlined in Attachment A of this Agreement (“Budget and Scope of Work”). The maximum reimbursement amount for the entirety of this Agreement is **\$1,854,250.00**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a “performance goal”, which is defined in 2 C.F.R. §200.1 as “a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared.” It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient “relate financial data to performance goals and objectives of the Federal award.”

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 (“Compensation—personal services”) and 2 C.F.R. §200.431 (“Compensation—fringe benefits”). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (See 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as “allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages.” Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of

interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public

function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable

provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
 - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

- iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
- iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

- a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;
- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
- viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. “[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 (“Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms”).

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

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

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

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at <https://www.fema.gov/procurement-disaster-assistance-team>.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Exhibit 1 - Funding Sources
- ii. Attachment A – Budget and Scope of Work
- iii. Attachment B – Program Statutes and Regulations
- iv. Attachment C – Statement of Assurances
- v. Attachment D – Request for Advance or Reimbursement
- vi. Attachment E – Justification of Advance Payment
- vii. Attachment F – Quarterly Report Form
- viii. Attachment G – Warranties and Representations
- ix. Attachment H – Certification Regarding Debarment
- x. Attachment I – Federal Funding Accountability and Transparency Act
- xi. Attachment J – Mandatory Contract Provisions
- xii. Attachment K – Certification Regarding Lobbying
- xiii. Attachment L – Florida Accountability Contract Tracking
- xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division

to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

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

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to

a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation

of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Contractor shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate

that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant

to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded

(defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

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

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as “socioeconomic contracting,” does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The “socioeconomic contracting” requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. “project splitting”).

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

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

SUB-RECIPIENT: SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By: Candida Heater

Name and Title: Candida Heater, Administrative Services Division Director

Date: 19 September 2024

FEID#: 59-6015290

SFWMD Office of Counsel

Approved as to legal form

By: [Signature]

Print Name: Guianeya Herrera Osorio

Date: September 10, 2024

SFWMD Procurement Approved

By: [Signature]

Date: August 9, 2024

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: Laura Dhuwe Digitally signed by Laura Dhuwe
Date: 2024.11.09 15:54:05 -05'00'

Name and Title: Kevin Guthrie, Director

Date: 09-NOV-2024

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**

Catalog of Federal Domestic Assistance title and number: **97.047**

Award amount: **\$ 1,854,250.00**

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

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Other projects that reduce future disaster losses
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A
Scope of Work and Budget

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve drainage of the C-9 Basin in the Northwest portion of Miami-Dade County, Florida, funded through the Building Resilient Infrastructure and Communities Grant Program (BRIC) **EMA-2022-BR-009-0014**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, South Florida Water Management District, shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

PROJECT OVERVIEW:

As a BRIC project, the Sub-Recipient proposes drainage improvements to the C-9 Basin which encompasses approximately 99 square miles located in the southern portion of Broward County and northeastern portion of Miami-Dade County. Structural enhancements to flood structure S-29 shall also take place to improve flooding along multiple canals, the S-29 structure is located north the intersection with of Key Biscayne Boulevard and Northeast 163rdth Street, North Miami Beach, Florida 33160. Coordinates: (25.929080, -80.151480)

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall provide protection by implementing local and regional flood mitigation recommended as part of the 2015 PDM Study (completed project from prior HMA grant). This BRIC project consists of flood mitigation and enhancement strategies at the S-29 Structure to build flood resiliency and increase protection against saltwater intrusion. Specifically, the project includes:

- Enhancing major components of the S-29 Structure and a building a new 500 cubic feet per second (cfs) forward pump station that will convey flood waters to tide when downstream water elevations are too high to allow gravity flow. The design of the proposed forward pump station will be adaptable and will include the ability to easily add additional pumps in the future as conditions continue to change.
- Converting the gate opening system to a more robust mechanism, upgrading the existing gates to elevated, corrosion resistant stainless-steel gates and enhancing, elevating, and hardening the control building, and adding a corrosion control system to the structure.
- Constructing a tie back levee/salinity barrier to provide flood and storm surge protection and supporting the required function of the spillway gates and pump during a 100-year event with three-foot sea level rise.
- Elevating approximately 4.5 miles of secondary canal banks to reduce flood impacts.
- Installing four new sluice gates with green retaining walls to stabilize the structures using green infrastructure. The sluice gates will increase the operational flexibility of the local flood control system.
- Enhancing an approximately 16-acre flow-through wetland/stormwater detention area at Pickwick Lake, which is owned by the City of North Miami Beach, to reduce local runoff in the area. This

stormwater detention area will be incorporating Biosorption Activated Media (BAM), an innovative stormwater best management practice in South Florida that has been deployed across agencies and in varied use cases and has consistently reduced harmful nutrients such as nitrogen and phosphorus and other contaminants in stormwater. BAM is a patented unique combination of recycled tire crumb, silt, clay, and sand that is optimized for inert filtration, reactive filtration, and to provide an ideal habitat for microbes to facilitate biosorption & biological uptake.

- Installing 1,850 linear feet of living shoreline to assist in reducing bank erosion and improve aesthetics and storm resiliency.

The project shall be designed to provide protection to reduce flooding risk by reducing peak canal stages, bank exceedances and overland flood inundation throughout the C-9 Basin for the 5-year, 10-yr, 25-yr and 100-yr extreme storm events and under 1ft, 2ft and 3ft sea level rise. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

All project components such forward pumps and other equipment shall be protected against a 500-year (0.2% annual chance) flood event, in accordance with 44 CFR 9.11, by implementing specific activities or by locating them outside the Special Flood Hazard Area (SFHA). Project components shall comply with applicable National Flood Insurance Program (NFIP) requirements and be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards, as applicable. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

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 Phase I 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 and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all 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 Phase I portion of this project in accordance with the Building Resilient Infrastructure and Communities Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA.

The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

Phase I consists of design and permitting of green infrastructure feat, design, survey and permitting of secondary canal and S-29 coastal structure design, survey and permitting. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all scope of work changes, if any.

- a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies.
- b) Construction Plans / bid documents.
- c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.
- d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project and the location of staging areas.
- e) Color maps including topographical, aerial, and ground disturbance.
- f) General description of the method of construction.
- g) Color photographs of the project area and areas of ground disturbance.
- h) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.
- i) Copy of the United States Army Corps of Engineers (USACE) Section 404 permit or No Permit Required notification from the appropriate permitting agency.
- j) Copy of the contact information for the USACE permit reviewer.
- k) Copy of the floodplain permit or notification of No Permit Required from the local floodplain administrator.
- l) If applicable, provide any FDEP Division of Air Resource Management Air Construction or any other permitting requirement pertaining to the Clean Air Act.
- m) Provide the emails and additional correspondences between South Florida Water Management District (SFWMD) and the Environmental Protection Agency (EPA) Region 4 for the Sole Source Aquifer Project Review.
- n) A letter from the professional of record stating if the project will have any upstream or downstream impacts.
- o) If known, provide final disposal location(s) such as a landfill for unsuitable soils and any demolished items.
- p) If known, provide fill source information.
- q) Copy of the comprehensive species and habitat evaluation.

- r) Copy of the details pertaining to any additional community outreach efforts, including receipt of any community feedback and comments.
 - s) Any other items FEMA determines necessary, as a result of the design process identifying any unforeseen requirements.
 - t) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Direct Expenses: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC): 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.

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: 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 Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

- 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 Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval to implement measures to improve the drainage of the C-9 Basin in located in the southern portion of Broward County and northeastern portion of Miami-Dade County and structural enhancements for S-29 located north the intersection with of Key Biscayne Boulevard and Northeast 163rdth Street, North Miami Beach, Florida 33160.

The project shall be designed to provide protection to reduce flooding risk by reducing peak canal stages, bank exceedances and overland flood inundation throughout the C-9 Basin for the 5-year, 10-yr, 25-yr and 100-yr extreme storm events and under 1ft, 2ft and 3ft sea level rise. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

All project components such forward pumps and other equipment shall be protected against a 500-year (0.2% annual chance) flood event, in accordance with 44 CFR 9.11, by implementing specific activities or by locating them outside the Special Flood Hazard Area (SFHA). Project components shall comply with applicable National Flood Insurance Program (NFIP) requirements and be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards, as applicable. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit signed and sealed Engineering plans that clearly show the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). The H&H study shall contain at least 3 scenarios, where one represents the level of protection; under each scenario, the Sub-Recipient must identify the losses before and after mitigation (structural, content, displacement, road closure duration, or any other needed to show the improvements after the mitigation project is implemented). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.
- 2) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that are being damaged and FEMA Special Flood Hazard Areas on the same plan.
- 3) Submit a refined cost estimate, to include final Phase I Fees and Phase II Construction Materials and Labor.

D) Environmental:

- 1) Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- 2) 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.

- 3) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.
 - a) Consultation with the United States Army Corps of Engineers (USACE) is required. A Section 404 permit or No Permit Required notification from the permitting agency shall be submitted.
 - b) Provide the point of contact information for USACE permitting.
 - c) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be submitted. Any conditions for compliance shall be included in the final design plans, narrative, and project implementation actions.
 - d) Copy of the local floodplain permit or No Permit Required notification from the local floodplain administrator. Local floodplain administrator approval shall be required and any supporting documentation such as any required approvals, studies, permits, certificates (elevation, no-rise, etc.), and/or any amendments from the appropriate agencies.
 - e) Copy of correspondences between the South Florida Water Management District (SFWMD) and the Environmental Protection Agency (EPA) for Sole Source Aquifer project review.
 - f) If applicable, copy of FDEP Division of Air Resource Management Air Construction or any other permitting requirements pertaining to the Clean Air Act.
 - g) If known, the location of final disposal sites for unsuitable soils and any demolished items.
 - h) A letter from the professional of record stating if the project will have any upstream or downstream impacts.
 - i) Copy of comprehensive species and habitat evaluation.
- 4) National Historical Preservation Act compliance documents shall be obtained. Review documentation required:
 - a) A scope of work narrative breaking down where and how the construction work will commence.
 - b) Color maps including topographical and aerial with the project location clearly marked.
 - c) Color ground disturbance maps showing the full extent of the project's area and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas. The total impacted area should also be indicated on the map.
 - d) General description of the methods of construction.
 - e) Copy of any surveys, plans, drawings, specifications, studies, and site photos with descriptions associated with the project.
 - f) If known, the location and source of fill material.
- 5) Provide details on any additional community outreach efforts including receipt of any community feedback and comments.
- 6) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.
- 7) No construction work may begin until Phase II is approved by the Division and FEMA.

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) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.
- 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 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.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Phase I – Design of this 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 before Phase II – Construction is considered.
- 8) When Phase I is completed, the Sub-Recipient must provide 100% completed designs, calculations, a full set of signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will take place. The data inputs to the final BCA for Phase II approval, must be based on the inputs and outputs of a hazard related study such as erosion, Hydraulic & Hydrologic study, damage calculations, road closures, etc. No assumptions or historical damage will be acceptable for final BCA of Phase II approval. No construction activities for this project have been approved.
- 9) The Sub-Recipient must avoid duplication of benefits between the BRIC program and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 10) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, provides 100% federal funding under the BRIC program 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.

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

Phase I

State Contracting:	3 Months
Bidding/Local Procurement:	2 Months
Design Specifications, Permitting/Survey:	12 Months
<u>Deliverables Submitted to FDEM:</u>	<u>2 Months</u>
Total Period of Performance:	19 Months

Funding Summary Totals

Federal Share:	\$1,729,250.00	(69.17%)
Non-Federal Share:	\$770,750.00	(30.83%)
Total Project Cost:	\$2,500,000.00	(100.00%)
SRMC (100% Federal)	\$125,000.00	

BUDGET

Line Item Budget*

Phase I	Project Cost	Federal Cost	Non-Federal Cost
Design, Survey & Permitting of Secondary Canal:	\$ 250,000.00	\$172,925.00	\$77,075.00
Design, Survey and Permit of Sluice Gates:	\$ 50,000.00	\$34,585.00	\$15,415.00
Design & Permitting of Green Infrastructure:	\$ 200,000.00	\$ 138,340.00	\$61,660.00
S-29 Coastal Structure Design, Survey and Permit:	\$2,000,000.00	\$1,383,400.00	\$616,600.00
Project Total:	\$2,500,000.00	\$1,729,250.00	\$770,750.00
****SRMC	\$ 125,000.00	\$ 125,000.00	\$ 0.00
SRMC Total:	\$ 125,000.00	\$ 125,000.00	\$ 0.00

*Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased

****** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$125,000.00 in Federal funding.** SRMC provides HMA funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **EMA-2022-BR-009-0014**. It is funded under the BRIC Program and must adhere to all program guidelines established for the BRIC program.

This Agreement shall begin upon execution by both parties and the Period of Performance for this project shall end on June 6, 2025.

Attachment B
Program Statutes and Regulations

The parties to this Agreement and the Building Resilient Infrastructure and Communities Program (BRIC) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 C.F.R. Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Building Resilient Infrastructure and Communities Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to the BRIC Program as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

The BRIC Program Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a BRIC Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (2 C.F.R. § 200.308);
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes

- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/government/grant/sfha_conditions.shtm

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and
- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the **“Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)”** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.
- (4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.
- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a BRIC project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:
 - (1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
 - (2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
 - (3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
 - (4) Age Discrimination Act of 1975, which prohibits discrimination based on age.
 - (5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;
- (v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388
- (w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- (jj) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.

- (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
- (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
- (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

**REQUEST FOR ADVANCE OR REIMBURSEMENT
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: South Florida Water Management District

REMIT ADDRESS: 3301 Gun Club Rd

CITY: West Palm Beach STATE: Florida ZIP CODE: 33406

PROJECT TYPE: C- 9 Basin PROJECT #: EMA-2022-BR-009-0014

PROGRAM: Building Resilient Infrastructure and Communities Program CONTRACT #: B0221

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: _____ (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 69.17%	Obligated Local Non-Federal 30.83%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL \$ _____	
APPROVED SRMC TOTAL: \$ _____	DIVISION DIRECTOR _____
APPROVED FOR PAYMENT \$ _____	DATE _____

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT:	South Florida Water Management District	PAYMENT #:	
PROJECT TYPE:	C- 9 Basin	PROJECT #:	EMA-2022-BR-009-0014
PROGRAM:	Building Resilient Infrastructure and Communities Program	CONTRACT #:	B0221

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
<i>This payment represents % completion of the project.</i>					TOTAL

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

**Attachment E
JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT: SOUTH FLORIDA WATER MANAGEMENT DISTRICT

If you are requesting an advance, indicate same by checking the box below.

☐ **ADVANCE REQUESTED**

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F
QUARTERLY REPORT FORM

Instructions: Complete and submit this form to State Project Manager within 15-days after each quarter:

SUB-RECIPIENT: South Florida Water Management District **PROJECT #:** EMA-2022-BR-009-0014
PROJECT TYPE: C- 9 Basin **CONTRACT #:** B0221
PROGRAM: Building Resilient Infrastructure and Communities Program **QUARTER ENDING:** _____

Advance Payment Information:

Advance Received ☐ N/A ☐ Amount: \$ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): \$ _____

Target Dates (State Agreement):

Contract Execution Date: _____ Contract Expiration Date: _____

Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (If No, Describe under **Issues** below)

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

<u>Milestone</u>	<u>Dates</u> (estimated)
<u>State Contracting</u>	
<u>Closeout Compliance</u>	
<u>Estimated Project Completion Date:</u>	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ No Action Required, OR

☐ Action Required: _____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: _____%

Date Reviewed: _____ Reviewer: _____ *Project Manager*

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

South Florida Water Management District
Sub-Recipient's Name

B0221

DEM Contract Number

EMA-2022-BR-009-0014

FEMA Project Number

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: EMA-2022-BR-009-0014

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ 1,854,250.00

OBLIGATION/ACTION DATE: February 26, 2024

SUBAWARD DATE (if applicable): _____

UEID/SAM#: N6KVCUU7LC61

UEID/SAM#
+4: _____

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from <https://sam.gov/content/entity-registration>The process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: South Florida Water Management District

DBA NAME (IF APPLICABLE): N/A

PRINCIPAL PLACE OF BUSINESS ADDRESS:

ADDRESS LINE 1: 3301 Gun Club Road

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY West Palm Beach STATE FL ZIP CODE+4** 33406-3007

PARENT COMPANY UEID/SAM# (if applicable): MNUWEZN36257

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a BRIC project, the Sub-Recipient proposes drainage improvements to the C-9 Basin which encompasses approximately 99 square miles located in the southern portion of Broward County and northeastern portion of Miami-Dade County. Structural enhancements to flood structure S-29 shall also take place to improve flooding along multiple canals, the S-29 structure is located north the intersection with of Key Biscayne Boulevard and Northeast 163rdth Street, North Miami Beach, Florida 33160. Coordinates: (25.929080, -80.151480)

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall provide protection by implementing local and regional flood mitigation recommended as part of the 2015 PDM Study (completed project from prior HMA grant). This BRIC project consists of flood mitigation and enhancement strategies at the S-29 Structure to build flood resiliency and increase protection against saltwater intrusion. Specifically, the project includes:

- Enhancing major components of the S-29 Structure and a building a new 500 cubic feet per second (cfs) forward pump station that will convey flood waters to tide when downstream water elevations are too high to allow gravity flow. The design of the proposed forward pump station will be adaptable and will include the ability to easily add additional pumps in the future as conditions continue to change.
- Converting the gate opening system to a more robust mechanism, upgrading the existing gates to elevated, corrosion resistant stainless-steel gates and enhancing, elevating, and hardening the control building, and adding a corrosion control system to the structure.
- Constructing a tie back levee/salinity barrier to provide flood and storm surge protection and supporting the required function of the spillway gates and pump during a 100-year event with three-foot sea level rise.

- Elevating approximately 4.5 miles of secondary canal banks to reduce flood impacts.
- Installing four new sluice gates with green retaining walls to stabilize the structures using green infrastructure. The sluice gates will increase the operational flexibility of the local flood control system.
- Enhancing an approximately 16-acre flow-through wetland/stormwater detention area at Pickwick Lake, which is owned by the City of North Miami Beach, to reduce local runoff in the area. This stormwater detention area will be incorporating Biosorption Activated Media (BAM), an innovative stormwater best management practice in South Florida that has been deployed across agencies and in varied use cases and has consistently reduced harmful nutrients such as nitrogen and phosphorus and other contaminants in stormwater. BAM is a patented unique combination of recycled tire crumb, silt, clay, and sand that is optimized for inert filtration, reactive filtration, and to provide an ideal habitat for microbes to facilitate biosorption & biological uptake.
- Installing 1,850 linear feet of living shoreline to assist in reducing bank erosion and improve aesthetics and storm resiliency.

The project shall be designed to provide protection to reduce flooding risk by reducing peak canal stages, bank exceedances and overland flood inundation throughout the C-9 Basin for the 5-year, 10-yr, 25-yr and 100-yr extreme storm events and under 1ft, 2ft and 3ft sea level rise. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

All project components such forward pumps and other equipment shall be protected against a 500-year (0.2% annual chance) flood event, in accordance with 44 CFR 9.11, by implementing specific activities or by locating them outside the Special Flood Hazard Area (SFHA). Project components shall comply with applicable National Flood Insurance Program (NFIP) requirements and be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards, as applicable. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

****Providing the Zip+4 ensures that the correct Congressional District is reported.**

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) \$25,000,000 or more in annual gross

revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☒

If the answer to Question 1 is “Yes,” continue to Question 2. If the answer to Question 1 is “No”, move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

If the answer to Question 2 is “Yes,” move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/execomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is “No” FFATA reporting is required. Provide the information required in the “TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR” appearing below to report the “Total Compensation” for the five (5) most highly compensated “Executives”, in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

“Executive” is defined as “officers, managing partners, or other employees in management positions”.

“Total Compensation” is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: Candida Heater

NAME AND TITLE: Candida Heater, Administrative Services Division Director

DATE: 19 September 2024

Attachment J
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:¹

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity
Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

¹ For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R. § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R. §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R. §200.322 Domestic preferences for procurements
(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available* at https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

- ☒ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- ☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Sub-Recipient or subcontractor, South Florida Water Management District, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Candida Heater
Signature of Sub-Recipient/subcontractor's Authorized Official

Candida Heater, Administrative Services Division Director
Name and Title of Sub-Recipient/subcontractor's Authorized Official

19 September 2024
Date

Attachment L

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

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

Name:		
Title:		
Agency Agreement/Contract #	Not Applicable	
Total Contract Amount		
Contract Term:		
Line Item Budget Category	Total Amount Paid	Amount Paid from State Funds
Salaries		
Fringe Benefits		
Bonuses	Not Applicable	Not Applicable
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs	Not Applicable	Not Applicable
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:	Candida Heater	
Signature:		
Title:	Administrative Services Division Director	
Date:	October 1, 2024	

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT – PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida “Governmental entity”² from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual’s personal identifying information if that entity is associated with a “Foreign Country of Concern.”³ Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a “controlling interest,”⁴ and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled “Respondent Vendor Name” is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor’s Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____

AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

² As defined in Section 287.138 (1)(d), Florida Statutes.

³ As defined in Section 287.138 (1)(c), Florida Statutes.

⁴ As defined in Section 287.138 (1)(a), Florida Statutes.