

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

REQUEST FOR REVIEW AND APPROVAL

SUB-RECIPIENT: City of Jacksonville
PROJECT #: 4486-131-R
PROJECT TITLE: City of Jacksonville, First Responder Hurricane Safe Room and Generator
- Phase I
CONTRACT #: H0984
MODIFICATION #: 1

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)

Noah Ray
Emergency Management Supervisor
515 North Julia Street
Jacksonville, Florida 32202

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

COMPLETE

- This form is required to be included with all Reviews, Approvals, and Submittals
- Reviewed and Approved
- Signed & Dated Electronic Copy by Official Representative
- Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
- Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated

- N/A for Modifications or State Funded Agreements
- Attachment K – Certification Regarding Lobbying - completed, signed, and dated

- N/A for Modifications or State Funded Agreements
- Attachment L – FACTS - completed, signed, and dated

- N/A for Modifications or State Funded Agreements
- Attachment M – Foreign County of Concern Affidavit completed, signed, and dated

- N/A for Modifications or State Funded Agreements
- Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (208) 955-9031 or email me at Autumn.Herrington@em.myflorida.com.

Contract Number: H0984

Project Number: 4486-131-R

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

This Modification Number One made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and the City of Jacksonville ("the Sub-Recipient") to modify Contract Number H0984, dated October 12, 2023, ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of \$408,908.25, in Federal Funds; and

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

WHEREAS, the Agreement expired on June 30, 2024; and

WHEREAS, the Division and the Sub-Recipient intend to reinstate and extend the terms and increase the Federal Funding by \$19,318.50 under the Agreement.

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

1. The Agreement is hereby reinstated and extended as though it had never expired.
2. Paragraph 8 of the Agreement is hereby amended to read as follows:
(8) PERIOD OF AGREEMENT
This Agreement shall begin October 12, 2023, and shall end June 30, 2025, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.
3. The Agreement is amended to increase the Federal Funding by \$19,318.50, for the maximum amount payable under the Agreement to \$428,226.75, (Four Hundred Twenty-Eight Thousand, Two Hundred Twenty-Six Dollars and Seventy-Five Cents.)
4. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 1st Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
5. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
6. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.
7. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.
8. Attachment L - Florida Accountability Contract Tracking System (FACTS) Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes, Instructions and Worksheet is

hereby incorporated into the Agreement and is required to be completed by the subrecipient and returned the Division.

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

SUB-RECIPIENT: CITY OF JACKSONVILLE

By: _____

Name and Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

Attachment A
(1st Revision)
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide a FEMA P-361 Standards safe room at a new location in Jacksonville, Duval County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4486-131-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Jacksonville, shall conduct Phase I – Design of this project, which includes the 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 Hazard Mitigation Grant Program project, the Sub-Recipient proposes a new stand-alone hurricane safe room located at 2610 Fairfax Street, Jacksonville, Florida, 32209. The proposed safe room site is appropriately located outside the Special Flood Hazard Area, in a Flood Zone X with limited flood risk. The Coordinates (30.353559, -81.687269).

The scope 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.

The design proposed for Phase II scope shall include the construction of a single-use hurricane safe room that meets or exceeds the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA P-361 Design and Construction for Community Safe Room. The proposed hurricane safe room shall be designed to accommodate a maximum of 850 first responders, particularly law enforcement and specialty team members. The new facility shall be designed with all necessary activities to protect the building envelope and to provide near-absolute protection to its occupants in extreme-wind events, such as hurricanes. The proposed hurricane safe room gross area is approximately 20,000 square feet, with approximately 17,000 square feet of usable space based on a 15 percent area reduction for an open plan design without fixed seating. This community hurricane safe room shall be equipped with a permanent 150-kW to 250-kW diesel generator, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the critical facility. Generator activities shall include the installation of an automatic transfer switch, electrical connections, and construction of a concrete pad. The Jacksonville Sheriff's Office (JSO) provides direct support for nearly all aspects of emergency operations during extreme-wind events. During hurricane preparation efforts, as many as 700 officers may be conducting operations in the field within drivable distance to the proposed project location. Most law enforcement officers operate primarily from their patrol vehicles while on duty; these vehicles are unsafe to utilize during a hurricane event. There is currently no dedicated FEMA compliant safe room space available for law enforcement officers conducting operations in the field within the area. Additionally, the Sub-Recipient is host to approximately 150 specialty team members from the State of Florida Urban Search and Rescue Teams (Task Forces 1-8). During extreme-wind events, these specialty teams are activated and required to stage in preparation for operational response. During activation, these teams may potentially stage for response operations within the city of Jacksonville, or prior to deployment to another region in Florida. Overall, the proposed project allows the Sub-Recipient to provide near-absolute protection to local and State first responders and ensure continuity of operations during extreme-wind events.

The safe room shall be designed and constructed to provide protection against 180 MPH winds. The safe room construction shall be designed to provide "near-absolute protection" based on the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA P-361 Design and Construction for Community Safe Room, which refers to applicable International Code Council (ICC) 500 and American Society of Civil Engineers (ASCE) 7 standards. Construction documents for community safe rooms designed for more than 50 occupants,

as well as for safe rooms in an elementary school, secondary school, day care facility with an occupant load greater than 16, or any Risk Category IV building, are required to undergo peer review. Allowable costs for saferooms apply to retrofits of existing facilities, new construction, and single or dual-use facilities. Only eligible expenditures that are directly related to and necessary for the hazard mitigation purpose of providing immediate life-safety protection shall be reimbursed. Eligible and ineligible costs are outlined in the latest edition of the HMA Guidance Addendum.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator(s) and shall comply with the National Electrical Code working clearance requirements.

All activities shall be completed in strict compliance with Federal, State, and Local 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 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 work staging areas in a neat and presentable condition.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing engineering designs to be presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

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 Hazard Mitigation 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 fees; for conducting survey, study, engineering, design, public notices, and/or permitting associated with the design of a FEMA P-361 Standards structure. Verification 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 contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
 - b) Two sets of engineering Signed/Sealed final design and analysis, and surveying.
 - c) Signed and sealed Operations and Maintenance (O&M) Plan, which shall incorporate FEMA P-361, include required components, and submitted for review.
 - d) Any structural and non-structural design peer review reports as required by FEMA P-361 (as applicable).
 - e) Construction Plans and bid documents for FEMA 361 compliance.
 - f) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.
 - g) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products to be utilized.
 - h) Color Aerial Maps.
 - i) Color Ground Disturbance Maps Outlining the project area and anticipated areas of ground disturbance with the coordinates, area, and depth of disturbance for each activity in feet.
 - j) Color photographs of the project area.
 - k) Proof of compliance with Project Conditions and Requirements contained herein.
 - l) 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.

The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by subcontractors and pay subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and

administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual 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 construct a new stand-alone hurricane safe room to FEMA P-361 standards, located in Jacksonville, Florida 32209.

The safe room shall be designed and constructed to provide protection against 180 MPH winds. The safe room construction shall be designed to provide "near-absolute protection" based on the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA P-361 Design and Construction for Community Safe Room which refers to applicable International Code Council (ICC) 500 and American Society of Civil Engineers (ASCE) 7 standards. Construction documents for community safe rooms designed for more than 50 occupants, as well as for safe rooms in an elementary school, secondary school, day care facility with an occupant load greater than 16, or any Risk Category IV building, are required to undergo peer review. Allowable costs for saferooms apply to retrofits of existing facilities, new construction, and single or dual-use facilities. Only eligible expenditures that are directly related to and necessary for the hazard mitigation purpose of providing immediate life-safety protection shall be reimbursed. Eligible and ineligible costs are outlined in the latest edition of the HMA Guidance Addendum.

The generator(s) shall be protected against a 500-year flood event by implementing specific activities or by locating the generator(s) outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator(s) and shall comply with the National Electrical Code working clearance requirements.

All activities shall be completed in strict compliance with Federal, State, and Local Rules and Regulations.

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

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit Engineering plans and bidding documents prepared to complete the project. Wind protection shall be provided on any opening such as vents, louvers, and exhaust fans. All installation shall be in strict compliance with the FEMA P-361 specifications, and all proposed materials shall be certified to meet wind and impact standards.
- 2) Design documents shall provide a detailed description that includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.
- 3) Submit a refined cost estimate, to include Phase I Fees and Phase II Construction Materials and Labor.
- 4) This project shall be designed by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Safe Room, to provide "near absolute protection". It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation ensures the safety or survival of building occupants.

D) Environmental:

- 1) Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.
- 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. If project is delayed for a year or more after the date of

the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.

- 3) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for re-evaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 4) 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.
- 5) 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 HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 10) This project shall be designed by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Safe Room, to provide "near absolute protection". It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation ensures the safety or survival of building occupants.
- 11) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant

Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

- a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.
- b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
- c) SRMC cannot exceed 5% of the total project costs awarded.
- d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
- e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.
- f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4486-131-R**. It is funded under HMGP, FEMA-4486-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4486.

FEMA awarded this project on March 10, 2023; this Agreement was executed on October 12, 2023, and the Period of Performance for this project shall end on **June 30, 2025**.

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:	18	Months
Permitting / Survey:	2	Months
Deliverables Submitted to FDEM:	2	Months
Total Period of Performance:	27	Months

BUDGET

Line Item Budget*

	<u>Project Cost</u>	<u>Federal Cost</u>	<u>Non-Federal Cost</u>
Materials:	\$0.00	\$0.00	\$0.00
Labor:	\$0.00	\$0.00	\$0.00
Fees:	\$450,765.00	\$405,688.50	\$45,076.50
Initial Agreement Amount:	\$450,765.00	\$405,688.50	\$45,076.50
***Contingency Funds:	\$0.00	\$0.00	\$0.00
Project Total:	\$450,765.00	\$405,688.50	\$45,076.50
****SRMC			
SRMC:	\$22,538.25	\$22,538.25	
SRMC Total:	\$22,538.25	\$22,538.25	

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

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

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

**** **Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$22,538.25 in Federal funding.** Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

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

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

Funding Summary Totals

Federal Share:	\$405,688.50	(90.00%)
Non-Federal Share:	\$45,076.50	(10.00%)
Total Project Cost:	\$450,765.00	(100.00%)
<hr/>		
SRMC (100% Federal)	\$22,538.25	

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

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

CONTRACT DOCUMENTATION REQUIREMENTS

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

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

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

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

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

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

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

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

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes No

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

complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name: Title: Agency Agreement/Contract # Total Contract Amount Contract Term:		
Line Item Budget Category	Total Amount Paid	Amount Paid from State Funds
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		
<p>CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.</p>		
Name:		
Signature:		
Title:		
Date:		

FDEM – MITIGATION BUREAU
CONTRACT OR MODIFICATION DEVELOPMENT REQUEST

PROJECT NUMBER: 4486-131-R

NEW CONTRACT *Complete Section 1 & Budget* **PROGRAM:** HMGP
 CONTRACT MODIFICATION #: 1 **CONTRACT #:** H0984

SECTION 1: Contract Information (New or Existing) Private Non-Profit (PNP)

Sub-Recipient: City of Jacksonville

Project Title: City of Jacksonville, First Responder Hurricane Safe Room and Generator - Phase I

FEID#: 59-6000344 **UEI #:** HMGLC26EUPC4

POC: New (include Updated POC from SR)

Name: Noah Ray **Title:** Emergency Management Supervisor

E-mail: nray@coj.net

Address: 515 North Julia Street, Jacksonville, Florida 32202

Phone #: 904-255-3117 **Cell #:** _____

Remittance: Same as POC

Address: _____

Global Match: Yes No If yes, Match Project #(s): _____

Pre-Award Cost: Yes No SRMC If yes, Start Date: _____

Date of FEMA Award: March 10, 2023

Date of Contract Execution: October 12, 2023 Upon Execution

Current Ending Date (POP): June 30, 2024

SECTION 2: Modification: (Type of MOD and Information)

POP Extension: Expired June 30, 2024 Reinstatement & Extend Not Expired

Project Budget: Increase Decrease

SRMC: Increase Decrease

Scope of Work:

Other: Pre-Award Contingency Attachment:

Backup Attached/Notes: FDEM Extension Approval

New Ending Date of Agreement (POP): June 30, 2025

BUDGET:	Current	Change	Revised
Initial Agreement Amount:			
Federal Share:	\$ 386,370.00	\$ 19,318.50	\$ 405,688.50
Non-Federal Share:	\$ 42,930.00	\$ 2,146.50	\$ 45,076.50
Total:	\$ 429,300.00	\$ 21,465.00	\$ 450,765.00
Contingency Amount:			
Federal Share:	\$ 19,318.50	(\$ 19,318.50)	\$ 0.00
Non-Federal Share:	\$ 2,146.50	(\$ 2,146.50)	\$ 0.00
Total:	\$ 21,465.00	(\$ 21,465.00)	\$ 0.00
Total Project Amount:			
Federal Share:	\$ 405,688.50	\$ 0.00	\$ 405,688.50
Non-Federal Share:	\$ 45,076.50	\$ 0.00	\$ 45,076.50
Total:	\$ 450,765.00	\$ 0.00	\$ 450,765.00
SRMC:			
Federal Share:	\$ 22,538.25	\$ 0.00	\$ 22,538.25
FEDERAL SHARE FOR CONTRACT OR MOD:	\$ 408,908.25	\$ 19,318.50	\$ 428,226.75

Project Support's Signature: _____ **Date:** _____

Project Manager's Signature: Autumn Herrington Digitally signed by Autumn Herrington
Date: 2024.08.14 13:44:35 -0800 **Date:** 08/14/24

Program Administration by States

Contract Modification Form for Hazard Mitigation Grant Program

Under the Sandy Recovery Improvement Act of 2013, Section 1104, which amends Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, FEMA was given authority to implement the provisions of the Program Administration by States (PAS) (Section 404(c)), for the Hazard Mitigation Grant Program (HMGP). The PAS allows states, who have met certain criteria, to have greater administrative responsibilities over the HMGP.

The purpose of this document is to identify project 4486-131-R as being covered under the PAS, as it relates to the modifications listed below. The Project Manager of the aforementioned project is allowed to exercise the following delegated responsibilities without an approval letter from FEMA:

(Check all that apply)

- Approve application time limit extensions for the Sub-Recipient with no impact to grant period of performance. States shall document these changes in quarterly reports and electronic data systems.
- Approve post-award scope of work modifications with no change to the project activity and no resulting need for additional funds.
- Approve post-award budget revisions using funds available as a result of cost underruns from other approved subgrants. These funds can be moved to approved subgrants with cost overruns. Funds can only be used within the same HMGP grant.
- Approve post-award Contingency funds revisions, re-budgeted to another direct cost category
- Approve funding of pre-award planning and project costs incurred by Sub-Recipient.

The Project Manager is still required to obtain all necessary documents for the specific modification being requested, as specified in the appropriate standard operation procedure. All changes to the project must be documented in the quarterly reporting process as well as on <https://floridamitigation.fleoc.org/> under the appropriate project number.

- FEMA Approval required and received – Attached FEMA letter for a Contingency Reallocation Modification.

**This document should accompany the "Request for Modification Development" form for MOD# 1.

Project Manager's Signature Autumn Herrington Digitally signed by Autumn Herrington
Date: 2024.08.14 13:48:05 -06'00' Date 08/14/24

**FLORIDA DIVISION OF EMERGENCY MANAGEMENT
MITIGATION - HMGP MODIFICATION (CHANGE) REQUEST ROUTING FORM**

TRANSMITTAL DATE: 06/12/24

PROJECT MANAGER: Autumn Herrington **PHONE #:** (208) 955-9031

ATTACHMENT: SR Request Letter & Extension Request Form **PROJECT #:** 4486-131-R

PROJECT NAME: City of Jacksonville, First Responder Hurricane Safe Room and Generator - Phase I

MODIFICATION TYPE: Reinstate and Extend

PROJECT MANAGER COMMENTS:

CURRENT POP DATE: 06/30/24 NEW POP DATE: 06/30/25 DISASTER POP DATE: 02/01/26

Project POP date is 06/30/24. SR requested a 12-month extension to complete Phase I design activities. The POP date of Phase I requires this extension due to delays in the procurement process.

ROUTE IN NUMBER ORDER

#	REQUIRED REVIEW / APPROVALS	INITIAL	DATE
1	<i>Kathleen Marshall, Program Administrator</i>	<i>KM</i>	<i>6/14/24</i>
2	<i>Laura Dhuwe, Bureau Chief</i>	<i>KM</i>	<i>6/14/24</i>

for LD

REVIEWER COMMENTS:

RETURN TO: Brian Walker - Brian.Walker@em.myflorida.com