

**FEDERAL FINANCIAL ASSISTANCE
AWARD OF DOMESTIC GRANT 24-DG-11083150-404
Between
CITY OF JACKSONVILLE, FLORIDA
And The
USDA, FOREST SERVICE
SOUTHERN REGION, R8**

Program Title: Community Wildfire Defense Grant Competitive

Upon execution of this document, an award to City of Jacksonville, Florida, hereinafter referred to as "City of Jacksonville, Florida," in the amount of **\$250,000.00**, is made under the authority of Infrastructure Investment & Jobs Act, PL 117-58, Section 40803 (c)(12) and (f). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.720 Community Wildfire Defense Grant Program. City of Jacksonville, Florida accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated 08/24/2024, and the attached Forest Service provisions, 'Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

This authority requires a 9:1 match, however match has been waived under the provision of Public Law 117-58 (Infrastructure Investment & Jobs Act) and based on assurance from the Cooperator that 100% of the work and funding will benefit disadvantaged communities.

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at SM.FS.R8_CPG@USDA.GOV.

The following administrative provisions apply to this award:

- A. **LEGAL AUTHORITY.** City of Jacksonville, Florida shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this award.



Caring for the Land and Serving People

Printed on Recycled Paper



Principal Cooperator Contacts:

| Cooperator Program Contact | Cooperator Administrative Contact |
|---|---|
| Name: Lauren Chappell Address: 214 N Hogan St City, State, Zip: Jacksonville, FL 32202 Telephone: 904-255-7902 Email: lchappell@coj.net | Name: Lauren Chappell Address: 214 N Hogan St City, State, Zip: Jacksonville, FL 32202 Telephone: 904-255-7902 Email: lchappell@coj.net |

Principal Forest Service Contacts:

| Forest Service Program Manager Contact | Forest Service Administrative Contact |
|--|--|
| Name: Elizabeth Buzendahl Address: 1720 Peachtree Street NW Suite 700 City, State, Zip: Atlanta, GA 30309 Telephone: 859-556-2347 Email: elizabeth.buzendahl@usda.gov | Name: Derrick Fulghum Address: 1720 Peachtree Street NW Suite 700 City, State, Zip: Atlanta, GA 30309 Telephone: 828-642-4032 Email: derrick.fulghum@usda.gov |

- C. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** City of Jacksonville, Florida shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
- D. **ADVANCE AND REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE.** Advance and Reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment.

| | |
|---|--|
| <p>The invoice must be sent by one of three methods:</p> <p>EMAIL (preferred): SM.FS.asc_ga@usda.gov</p> <p>FAX: 877-687-4894</p> <p>POSTAL: USDA Forest Service Budget & Finance - Grants and Agreements 4000 Masthead St, NE Albuquerque, NM 87109</p> | <p>Send a copy to:</p> <p>elizabeth.bunzendahl@usda.gov</p> |
|---|--|

- E. ELECTION OF DE MINIMIS INDIRECT RATE. City of Jacksonville, Florida has elected to not use the *de minimis* indirect cost rate of 15% of modified total direct costs (MTDC) as allowed under 2 CFR 200.414 (f). This rate must be used consistently for all Federal awards until such time as City of Jacksonville, Florida chooses to negotiate for a rate, which they may apply to do at any time. If a new rate is negotiated and utilized the *de minimis* rate can no longer be utilized.
- F. PRIOR WRITTEN APPROVAL. City of Jacksonville, Florida shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.
- G. MODIFICATIONS. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 60 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.
- H. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature. Pre-award costs are authorized as of 05/14/2024 pursuant to 2 CFR 200.458.

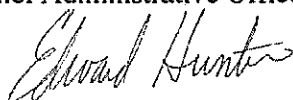
The end date, or expiration date is (5) five years from date of execution (date of the Forest Service signatory official signature).

- I. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award.



KAREN BOWLING
Chief Administrative Officer

12/16/24
Date



Digitally signed by Edward
Hunter
Date: 2024.12.17 16:51:14 -05'00'

EDWARD HUNTER, JR.
Deputy Regional Forester
State, Private, and Tribal Forestry

Date

The authority and the format of this award have been reviewed and approved for signature.

DERRICK FULGHUM

Digitally signed by DERRICK FULGHUM
Date: 2024.12.05 14:19:23 -05'00'

DERRICK FULGHUM
Forest Service Grants Management Specialist

Date

ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, City of Jacksonville, Florida may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to City of Jacksonville, Florida for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by City of Jacksonville, Florida or any third party.
- C. NOTICES. Any notice given by the Forest Service or City of Jacksonville, Florida will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To City of Jacksonville, Florida, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. SUBAWARDS. Prior approval is required to issue subawards under this grant. The intent to subaward must be identified in the approved budget and scope of work and approved in the initial award or through subsequent modifications. Approval of each individual subaward is not required, however the cooperator must document that each sub-recipient does NOT have active exclusions in the System for Award Management (sam.gov).

The Cooperator must also ensure that they have evaluated each subrecipient's risk in accordance with 2 CFR 200.332 (b).

Any subrecipient under this award must be notified that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

All subawards \$30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. See Attachment B for full text.

- E. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted quarterly. These reports are due 30 days after the

reporting period ending March 31, June 30, September 30, and December 31. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later than 120 days from the expiration date of the award. These forms may be found at <https://www.grants.gov/web/grants/forms.html>.

- F. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200.301, reports must relate financial data to performance accomplishments of the federal award.

City of Jacksonville, Florida shall submit annual performance reports. These reports are due 90 days after the reporting period ending December 31. The final performance report shall be submitted either with City of Jacksonville, Florida's final payment request, or separately, but not later than 120 days from the expiration date of the award.

- G. NOTIFICATION. City of Jacksonville, Florida shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- H. CHANGES IN KEY PERSONNEL. Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.
- I. USE OF FOREST SERVICE INSIGNIA. In order for City of Jacksonville, Florida to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify City of Jacksonville, Florida when permission is granted.
- J. FUNDING EQUIPMENT. Federal funding under this award is not available for reimbursement of City of Jacksonville, Florida's purchase of equipment. Equipment is defined as having a fair market value of \$10,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.
- K. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. City of Jacksonville, Florida is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and

accomplishments.

City of Jacksonville, Florida may call on Forest Service's Office of Communication for advice regarding public notices. City of Jacksonville, Florida is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

L. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. City of Jacksonville, Florida shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.

M. COPYRIGHTING. City of Jacksonville, Florida is/are granted sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.

No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes.

This right shall be transferred to any sub-awards or subcontracts.

This provision includes:

- The copyright in any work developed by City of Jacksonville, Florida under this award.
- Any right of copyright to which City of Jacksonville, Florida purchase(s) ownership with any federal contributions.

N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. City of Jacksonville, Florida shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers

the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; o*
- (2) Fax: (833) 256-1665 or (202) 690-7442; or*
- (3) Email: program.intake@usda.gov.*

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:

"This institution is an equal opportunity provider."

- O. **DISPUTES.** In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution (ADR) procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

Should the parties be unable to resolve the issue of controversy through ADR, then the Signatory Official will make the decision. A written copy of the decision will be provided to the Cooperator.

Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, the Cooperator appeals the decision to the Forest Service's Deputy Chief, State, Private, and Tribal Forestry (SPTF). Any appeal made under this provision shall be in writing and addressed to the Deputy Chief, SPTF, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.

A decision under this provision by the Deputy Chief, SPTF, is final. The final decision by the Deputy Chief, SPTF, does not preclude the Cooperator from pursuing remedies available under the law.

- P. **AWARD CLOSEOUT.** City of Jacksonville, Florida must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to City of Jacksonville, Florida must be immediately refunded to the Forest Service, including any interest earned in accordance

with 2 CFR 200.344(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- Q. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.
- R. DEBARMENT AND SUSPENSION. City of Jacksonville, Florida shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should City of Jacksonville, Florida or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

- S. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.
- T. SCIENTIFIC INTEGRITY: USDA is committed to the highest levels of integrity in all of our scientific activities and decision making. This includes to performing, recording and reporting the results of scientific activities with honesty, objectivity, and transparency. All persons performing under this agreement shall adhere to the principles of scientific integrity described in Departmental Regulation (DR) 1074-001.
- U. GEOSPATIAL DATA. All data collected will meet the requirements of the Geospatial Data Act of 2018 where applicable. This will always include the documentation of all relevant metadata standards, use of standard data formats; description of quantitative measures of uncertainty and source of uncertainty and sources of uncertainty associated with the data. Additionally, the data must meet specific standards specified elsewhere to ensure the data is useful to support the USDA's mission. The recipient/cooperator agrees to comply with USDA's Department-wide enterprise geospatial data management policy implemented in Departmental Regulation 3465-001 which establishes the USDA policy for defining the strategic direction necessary to optimize the management of the USDA geospatial data and geospatial infrastructure, including all geospatial data created for, by, and enhanced by USDA.

V. PUBLIC ACCESS TO SCHOLARLY PUBLICATIONS AND DIGITAL SCIENTIFIC RESEARCH DATA. The recipient agrees to comply with USDA's Department-wide public access policy implemented in Departmental Regulation 1020-006 which establishes the USDA policy for public access to scholarly publications and digital scientific research data assets. The USDA will make all peer-reviewed, scholarly publications and digital scientific research data assets arising from unclassified scientific research supported wholly or in part by the USDA accessible to the public, to the extent practicable.

W. BUY AMERICA BUILD AMERICA. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

(1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and

(3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii)

Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

(a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

(1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

(2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

(3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

(4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

(5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

(6) Lumber. All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.

(7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America Preference in any case in which the agency determines that:

(1) applying the Buy America Preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [USDA Buy America Waivers for Federal Financial Assistance | USDA](#).

Definitions

“Buy America Preference” means the “domestic content procurement preference” set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

“Construction materials” means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:

- (i) Non-ferrous metals;
- (ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- (iii) Glass (including optic glass);
- (iv) Fiber optic cable (including drop cable);
- (v) Optical fiber;
- (vi) Lumber;
- (vii) Engineered wood; and
- (viii) Drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

“Infrastructure” means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

“Infrastructure project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 CFR 184.4.

“Iron or steel products” means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

X. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.

- a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients’ employees may not:
 - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or subawards under the award.

- b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
 - (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),”.

2. Provision applicable to a Recipient other than a private entity. We as the Federal

- awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
- a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - (1) Associated with performance under this award; or
 - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),”
3. Provisions applicable to any recipient.
- a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
4. Definitions. For purposes of this award term:
- a. “Employee” means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - b. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - c. “Private entity”:
 - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
 - d. “Severe forms of trafficking in persons,” “commercial sex act,” and

“coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Y. DRUG-FREE WORKPLACE.

1. City of Jacksonville, Florida agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
 - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - b. Specify the actions City of Jacksonville, Florida will take against employees for violating that prohibition; and
 - c. Let each employee know that, as a condition of employment under any award, the employee:
 - (1) Shall abide by the terms of the statement, and
 - (2) Shall notify City of Jacksonville, Florida in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
2. City of Jacksonville, Florida agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. The established policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
3. Without the Program Manager’s expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
4. City of Jacksonville, Florida agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee’s position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after City of Jacksonville, Florida learns of the conviction.
5. Within 30 calendar days of learning about an employee’s conviction, City of Jacksonville, Florida must either
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973

- (29 USC 794), as amended, or
- b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

Z. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the recipient is not in compliance with this award provision, it;
 - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

AA. ELIGIBLE WORKERS. City of Jacksonville, Florida shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). City of Jacksonville, Florida shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

BB. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

CC. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all

text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- DD. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:
1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
 2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
 3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

- EE. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- (1) procure or obtain, extend or renew a contract to procure or obtain;
- (2) enter into a contract (or extend or renew a contract) to procure; or
- (3) obtain the equipment, services or systems.

- FF. DAVIS BACON WAGES FOR CONSTRUCTION. Following the requirement in Section 41101 of the Bipartisan Infrastructure Law, P.L. 117-58, Davis-Bacon wage rates must be applied for all laborers and mechanics employed by contractors or subcontractors in the performance of construction, alteration, or repair work on a project assisted in whole or in part by funding made available under this Act. Laborers and mechanics shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly referred to as the “Davis-Bacon Act”).

ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. *Reporting total compensation of recipient executives for non-Federal entities.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
 - iii. The public does not have access to information about the compensation of the executives 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)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most

- highly compensated executives for the subrecipient's preceding completed fiscal year, if—
- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives 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)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. *Exemptions.*
If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. *Definitions.* For purposes of this award term:
1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
 2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and,
 - iv. A domestic or foreign for-profit organization
 3. *Executive* means officers, managing partners, or any other employees in management positions.
 4. *Subaward:*
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. *Subrecipient* means a non-Federal entity or Federal agency that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

END OF ATTACHMENT B: 2 CFR PART 170

ATTACHMENT C: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee

to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights*, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at OIGWPC@oig.usda.gov.

Wildfire Defense Grant Application

October 2023

PROJECT INFO (NO POINTS)

Brief Project Overview and Purpose (3000 characters, 0 points)

The City of Jacksonville will prepare a Community Wildfire Protection Plan that builds on existing local hazardous mitigation plans and complements current work on wildfire management. As a result of this work, communities and businesses in Jacksonville will be more prepared for and resilient to wildfire disasters.

Grant Component Type (3000 characters, 0 points)

The project type is the development of a Community Wildfire Protection Plan.

Is your community at risk? (3000 characters, 0 points)

Yes, the City of Jacksonville is at risk. According to the Community Wildfire Defense Grant Dashboard (<https://wildfirerisk.org/cwdg-tool>), "Jacksonville, FL, is considered 'at risk'. It has a higher Wildfire Hazard Potential than 93.6% of communities in the nation." The CWDG Data Tool cited a publication by Scott et al (2020) titled "Wildfire Risk to Communities: Spatial datasets of landscape-wide wildfire risk components for the United States". The City of Jacksonville also completed an independent vulnerability assessment and found that over 5,000 assets are highly vulnerable to wildfire; these assets include residential, commercial, and industrial properties as well as critical services, utilities, cultural and community services, and government-owned properties.

Roofing Code/Ordinance (3000 characters, 0 points)

Yes

Grant Waiver for underserved communities (1000 characters, 0 points)

No

Location

Please latitude and longitude for City Hall. Google has this as 30.329831032341854, -81.65912251583524, but we may need to convert it for the grant.

SCORED SECTIONS

Project Description (9000 characters, 10 points)

The City of Jacksonville has several local planning documents related to wildfire management, which are guiding current projects to prevent and respond to wildfires. However, creation of a citywide Community Wildfire Protection Plan would help guide future wildfire management projects and improve the City's resilience to wildfires for many years to come. The CWPP will be a cohesive guidance document and a decisive source for wildfire management, including a decision tree for wildfire mitigation strategies on different property types and landscape scenarios. The CWPP will include targeted education and outreach strategies for different types of audiences and local communities across Jacksonville, building on existing efforts such as Firewise and Project Learning Tree.

Public engagement during the development of the CWPP will help City leaders understand the concerns and priorities of local communities and how they differ across Jacksonville. Communities within the urban core will likely have a different perspective on wildfire than communities living at the Wildland Urban Interface (WUI). It is important that the CWPP incorporate feedback from all communities, especially those that have been historically underserved.

The City's Departments working on fire mitigation and management and other agencies with shared responsibilities will coordinate on the development of the plan. They will evaluate current policies, processes, staffing, and equipment to identify ways to leverage resources and increase efficiency.

The City of Jacksonville is the largest city by landmass in the Continental United States, covering almost all of Duval County, which is approximately 875 square miles. Public lands within Duval County are managed by local, regional, state, and federal governmental agencies. The City of Jacksonville owns approximately 35,000 acres of public land. Other agencies that own and manage public land in Duval County include the Jacksonville Electric Authority, St. Johns River Water Management District, Florida Forestry Service, Florida's State Parks, and the National Park Service. However, much of the land in Duval County is privately owned. Coordinated efforts between public and private land owners is needed to improve resilience to wildfire, and the development of a CWPP could be a catalyst for such coordination.

A Community Wildfire Protection Plan is critically important for the City of Jacksonville because of its extremely high vulnerability to wildfire. According to information provided by the Community Wildfire Defense Grant Dashboard, Jacksonville has a higher wildfire hazard potential than 93.6% of the Nation. These risks were also identified by a vulnerability assessment that was recently completed by the City as part of its Resilient Jacksonville planning process. Many critical assets across Jacksonville are at high risk of damage due to wildfire, including those necessary to support utilities and other community services.

The City has multiple planning documents and strategic plans in place that are relevant to wildfire management, including the City's 2021 Wildfire Hazard Specific Plan, 2020 Local Mitigation Strategy, and the 2023 Resilience Strategy. The CWPP would build on the Wildfire HSP, LMS, and Resilience Strategy, and provide additional information on specific policies, practices, projects, and priorities for wildfire mitigation and management. For example, the CWPP could include a decision matrix for determining the most appropriate way to reduce fuels on private lands (prescribed fire vs. mechanical treatment).

The development of a CWPP is important for the health, safety, and socio-economic wellbeing of the City's nearly 1 million residents, including those in underserved areas. Protecting the City's utilities and community services from wildfire is a top priority. Protecting underserved areas and vulnerable populations is another. The City understands that residents living in underserved areas may not have the resources needed to recover from a wildfire disaster, which is why it is imperative that the City reduce

the risk of wildfire impacts to these communities. In addition to the public safety benefits, wildfire management is also needed to protect and restore natural resources.

The Wildfire Hazard Specific Plan (HSP) is a comprehensive document that was led by the Jacksonville Fire and Rescue Department (JFRD) and a team that included local, state, and federal governmental agencies with expertise in fire management, as well as non-profit groups specializing in emergency response. The Wildfire HSP is thorough and detailed, but it is focused on predicting wildfires, responding to wildfires once they occur, and actions needed after a wildfire is extinguished. Wildfire mitigation is discussed briefly (prescribed burns), but wildfire prevention is not mentioned in this plan.

Jacksonville's Local Mitigation Strategy (LMS) was updated in 2020, and it was reviewed and approved by Federal Emergency Management Agency and the State of Florida. The LMS has been used to guide past and current work by the City and its partners to mitigate hazards, including 1) Wind from Tropical Cyclones, 2) Severe Weather, 3) Storm Surge, 4) Extreme Heat, 5) Sea Level Rise, 6) Flooding, 7) Infectious Disease (Human & Animal Diseases), 8) Drought, 9) Coastal Erosion, 10) Saltwater Intrusion, 11) Wildfire, 12) Winter Storms and Extreme Cold, 13) Critical Infrastructure Disruption, 14) Hazardous Materials Accidents, 15) Improvised Explosive Devices, 16) Active Shooter Incidents, 17) Biological Attacks, 18) Cyber Attacks, 19) Terrorism and Targeted Violence, and 20) Chemical Attacks. Given the breadth of hazards covered in the LMS, mitigation projects and recommendations are discussed at a high-level. The City's LMS specifies several policies and projects to mitigate wildfire risks. For example, the LMS recommends decreasing vulnerability to wildfire by continuing the Florida Forest Service's Firewise Community Program to educate homeowners about creating defensible space around their homes to protect them from wildfire. The LMS also includes a wildfire mitigation project: the reduction of fuel around critical facilities and residential areas.

One of the actions that was identified in the City's 2023 Resilience Strategy is to improve land management and stewardship to enhance ecosystem value, improve public safety, and reduce wildfire risk. The Resilience Strategy also recommends developing an Urban Forestry Management Plan. The Office of Resilience will work with the Parks Department, Department of Public Works, JEA, and the Jacksonville Tree Commission to develop and coordinate the implementation of a citywide Urban Forest Management Plan based on a guidance document published by the University of Florida's Institute of Food and Agricultural Science called "Urban Forest Management: A Primer to Strategic Planning for Municipal Governments", which outlines actions such as hazardous fuel reduction, use of prescribed fire, and invasive plant management. Therefore, the development of a CWPP would be an excellent resource for the Urban Forest Management Plan. Once finalized, the City's UFMP would recommend the implementation of the CWPP.

The creation of a CWPP would advance the goals and objectives included in the State of Florida's Forest Action Plan 2020 Update (FAP). The FAP encourages management activities that reduce wildfire risks, optimize forest health, and enhance wildlife habitat. One of the actions recommended in the FAP is to "Develop wildfire management strategies for areas with significant storm damage, forests with an abnormal abundance of ladder fuels and invasive species, new developments on the wildland urban interface and predicted climate change conditions." The development of a CWPP for Jacksonville would be in-line with the FAP priorities.

The completion of a CWPP for Jacksonville will help accomplish the goals of the Cohesive Wildland Fire Management Strategy, which are promoting resilient landscapes, fire adapted communities, and safe, effective, and risk-based wildfire response. Some of the challenges addressed by the Cohesive Wildfire

Fire Management Strategy are 1) Managing fuel loads, 2) Protecting communities and assets at risk; 3) Managing human-caused ignitions, and 4) Effectively and efficiently responding to wildfire. The CWPP for Jacksonville would address each of these challenges and advance national wildfire goals, as well as state and local wildfire management priorities.

The City is committed to the protection of local communities and critical assets that serve and define the City of Jacksonville. The City is confident in its ability to successfully create a CWPP with input from partner agencies and diverse stakeholders. The funding provided by this grant would greatly facilitate and expedite the development of a CWPP for Jacksonville.

Budget worksheet with line items

| Expense | Grant Funds Requested | Match | Total Project Cost |
|-----------------|-----------------------|-------------------|--------------------|
| Personnel/Labor | 0 | 25,000 | 0 |
| Fringe benefits | 0 | 6,250 | 0 |
| Travel | 0 | 0 | 0 |
| Equipment | 0 | 0 | 0 |
| Supplies | 0 | 750 | 0 |
| Contractual | 250,000 | 0 | 0 |
| Other | 0 | 0 | 0 |
| Indirect | 0 | 0 | 0 |
| TOTAL | 250,000 | 32,000 * * | 282,000 |

See Below

Project Budget explanation (5000 characters, 10 points)

\$150,000 for community engagement, meeting facilitation, and outreach efforts. To include: child care and refreshments

\$100,000 for plan development and report writing

Match: \$75,000 for staff salaries (Noah Ray, Jennifer Hinton, and Lauren Chappell). \$5,000 community centers and libraries to be used as facilities.

The City would use this grant funding to execute contractual agreements with professions to facilitate meetings with partner agencies and with community organizations to lead engagement with stakeholders. The City would hire contractors to compile information provided by partners and stakeholders and incorporate this information into a CWPP along with essential content on policies and procedures provided by City leadership. The process of developing the CWPP would mirror the process used by the City to develop the Resilience Strategy as part of the Resilient Jacksonville project.

KA The City is classified as underserved by the Wildfire Defense Grant Dashboard. Accordingly, the City of Jacksonville qualifies for a waiver and is not required to provide cost-sharing. However, the City would contribute staff time for project management and for the oversight of contractors. For example, the City would write detailed scopes of work for the project coordination team, oversee the competitive bidding process, and would execute and manage the contract. City staff would meet regularly with the team to ensure all work is completed in accordance with the authorized scope of work.

Accomplishments (8000 characters, 10 points)

As part of the ongoing Resilient Jacksonville project, the City recently completed a vulnerability assessment that identified areas that have a high risk of being impacted by wildfire. The vulnerability

assessment demonstrated that assets across Jacksonville are at high risk of wildfire, including critical assets (i.e., utilities and community services) and private properties (residential, commercial, and industrial). The CWPP would include specific policies, practices, projects, and priorities to protect these assets.

The City has developed a timeline for project implementation and clearly defined the objectives of the project. The timeline below includes information on the tasks to be completed each year throughout the grant period and who will be responsible for accomplishing each of these tasks. The objectives developed for this project are specific, measurable, achievable, relevant, and time-bound. The metrics for each objective will allow the City to quantitatively assess project performance over time. The City is confident in its ability to deliver a CWPP outlined in this proposal in the timeline proposed.

At the end of the grant period, the City will have developed and published a comprehensive CWPP that will include policies, practices, projects, and priorities for wildfire mitigation and management as well as best practices and strategies for community engagement, education, and outreach to gain public support for wildfire mitigation and management. The project would also provide many other benefits that are difficult to quantify but worthy of note. The residents of Jacksonville will understand that the City is prioritizing wildfire mitigation. Residents living at the Wildland Urban Interface (WUI) and in underserved areas near public lands will feel safer knowing that their homes will be better protected from wildfire.

Objectives, Outcomes, Milestones, and Metrics

Objective 1: Staff from the City's departments and divisions relevant to wildfire mitigation and management will form a project team that will identify priorities and policies to be included in the CWPP

- Proposed timeline: One to three months after grant is awarded
- Positive outcome(s): COJ project team will decide on procedures and planning strategies to be used to develop the CWPP
- Positive outcome: COJ project team will identify critical content to be included in the CWPP document, which will facilitate future discussions with other agencies and stakeholders
- SMART metric: COJ project team will meet at least two times prior to interagency meeting(s) during the first three months of the grant period.

Objective 2: Interagency coordination with key partners

- Proposed timeline: Three to four months after the grant is awarded
- Positive outcome(s): COJ project team will gain diverse perspectives and information relevant to the CWPP
- SMART metric: COJ project team will host at least one meeting with each key partner during the first four months of the grant period.

Objective 3: Public Outreach / Community Engagement / Stakeholder Participation

- Proposed timeline: Four to six months after the grant is awarded
- Positive outcome(s): COJ project team will gain diverse perspectives and information relevant to the CWPP; stakeholders will gain a sense of ownership over the CWPP
- SMART metric: Within six months of receiving the grant, the COJ project team will gain feedback from at least 1,000 members of the community using means and methods, such as public meetings, outreach events, and social media, and / or online survey tools.

Objective 4: Preparation of draft plan by project team

- Proposed timeline: Six to nine months after the grant is awarded
- Positive outcome(s): Major themes, policies, and projects will be outlined in sufficient detail for the project team, interagency partners, and stakeholders to provide feedback
- SMART metric: A draft plan with critical content will be made available to the public within 9 months of the grant award

Objective 5: Preparation of final plan by project team

- Proposed timeline: Nine to twelve months after the grant is awarded
- Positive outcome(s): A final CWPP will be available to the City, its partners, and stakeholders to guide policies, practices, and projects to improve wildfire resilience.
- SMART metric: The COJ project team will finish the CWPP document and publish it online within 12 months of receiving the grant award.

Collaboration (8000 characters, 10 points)

As the largest city in the contiguous United States, Jacksonville’s leaders understand that partnerships are the key to successful planning efforts and for the long-term implementation of the plans developed through these efforts. Past planning efforts, such as the development and revision of the City’s Local Mitigation Strategy, were successful because of the cooperation between City leadership, partner agencies, and stakeholders. During the most recent update to Jacksonville’s Local Mitigation Strategy (LMS) in 2020, the Working Group leading the update process was supported by officials in the public and private sector and by a dedicated and diverse Advisory Committee.

The LMS Working Group included a variety of agencies and organization, including the American Red Cross of North Florida, Ascension St. Vincent's Riverside / Southside, Baptist Medical Center –Beaches, Baptist Medical Center Downtown, Baptist Medical Center Southside, City of Atlantic Beach, City of Jacksonville Beach, City of Jacksonville City Council, City of Jacksonville Office of the Mayor, City of Neptune Beach, COJ Medical Examiner's Office, COJ Neighborhoods Department, COJ Public Works, Department of Homeland Security, Duval County Public Schools, Elder Source, Florida House of Representatives, Florida State College Jacksonville, Jacksonville Fire and Rescue Department, Jacksonville International Airport, Jacksonville Transportation Authority, Jaxport, Jacksonville Electric Authority, Marine Corps Support Facility Blount Island, Memorial Hospital – Jacksonville, Salvation Army, Town of Baldwin, UF Health – Jacksonville, and the University of North Florida.

The Advisory Committee membership includes subject matter experts, liaisons to the municipalities within the City of Jacksonville, members of relevant state and federal agencies, regulatory commissions, military partners, public and private sector organizations, education and healthcare sector partners, and members of the public. Specifically, the LMS Advisory Committee included representation from AECOM Engineering, American Red Cross of North Florida, AT&T, Atlantic Beach Police Department, Building Inspection Division, City of Atlantic Beach, City of Jacksonville - Neighborhoods Department, City of Jacksonville (COJ), City of Jacksonville Beach, City of Neptune Beach, COJ Community Development Department, COJ Department of Parks & Recreation, COJ Department of Public Works, COJ Department of Risk Management, COJ Emergency Preparedness Division, COJ Neighborhoods Department, COJ Planning and Development Department, Comcast, Department of Homeland Security, DMS Recovery, Dostie Homes, Duval County Health Department, Duval County Public Schools, Duval County School Police, Eisman Russo, Emergency Preparedness Division, Feeding Northeast Florida, Fleet Architects, Florida Blue, Florida Department of Transportation, Florida Forestry Services, Gate Petroleum, Heartland Hospice Care, Jacksonville Aviation Authority, Jacksonville Beach Fire Department, Jacksonville Fire and

Rescue Department, Jacksonville International Airport, Jacksonville Transportation Authority, JAX Chamber, JAXPORT, JEA, Langton Consulting, LISC, Lutheran Social Services, Marine Corps Support Facility Blount Island, Mayo Hospital Jacksonville Sheriff's Office, Memorial Hospital – Jacksonville, National Weather Service JAX, Naval Air Station - Jacksonville, Naval Station – Mayport, Neptune Beach Police Department, Northeast Florida Regional Council, Prudential, St. Johns River Keeper, St. Johns River Water Management District, State Farm Insurance Company, Town of Baldwin, United States Army Corps of Engineers, United Way of North East Florida, United Way of Northeast Florida, University of Florida, University of North Florida, US Army Corps of Engineers, US Navy - Region Southeast Command, USCG - Sector Jacksonville, and Wells Fargo.

The Wildfire Hazard Specific Plan (HSP) is a comprehensive document that was led by the Jacksonville Fire and Rescue Department (JFRD) and a team that included representation from Jacksonville's Emergency Preparedness Division, the Jacksonville Sheriff's Office, the Department of Public Works, the Jacksonville Electric Authority, and the Jacksonville Transportation Authority. Other members of the team included the Duval County Department of Health, American Red Cross, The Salvation Army, and the Federal Emergency Management Agency (FEMA). State and federal agencies were also involved in the development of the Wildfire HSP, including the United States Forest Service, National Weather Service, National Park Service, Florida Forest Service, and the Florida Department of Environmental Protection.

The City has every reason to expect that those that participated in the development of the City's LMS and HSP will also be engaged in the preparation of a CWPP. The inclusion of such a diverse group of subject matter experts and leaders from public and private organizations will result in a CWPP that is based on the best available information and that will serve the interests of everyone in Jacksonville. With this level of collaboration and the quality of contributors, the City is confident that the final CWPP will benefit the people of Jacksonville for many years to come.

Landscape Impacts (8000 characters, 10 points)

The CWPP will build on existing guidance and planning documents, complement current resilience planning efforts, and support future actions being planned by the City and its partners. This project would have large-scale, long-lasting positive outcomes on resilience planning in Jacksonville. The project will improve public safety by reducing wildfire risk, and it will enhance habitats for native plants and wildlife. The City of Jacksonville has become a leader in resilience planning in Northeast Florida, and the preparation of a CWPP would demonstrate its commitment to improving resilience to wildfire, which may inspire other local governments to take similar action.

The CWPP is needed to guide specific projects on private lands to reduce safety hazards and public health issues associated with wildfires. Proactive management on private lands to mitigate wildfire will reduce the costs to taxpayers associated with responding to and rebuilding after wildfires. Uncontrolled wildfires would have significant impacts on critical infrastructure and public health. Smoke is a major public health concern that can adversely affect large areas well beyond the boundary of individual wildfires. Multiple interstates and busy highways run through Jacksonville; regional transportation could be adversely affected by wildfire smoke. Jacksonville International Airport could also be significantly impacted by wildfire smoke, as could the multiple military facilities located in and around Jacksonville, including Naval Air Station Jacksonville, Naval Station Mayport, Naval Submarine Base Kings Bay, Camp Blanding Joint Training Center, and Marine Corps Blount Island Command.

The City and its partners have identified wildfire risks as a priority and will work together to create a CWPP to address these risks. Throughout the grant period, the City will work with its partners to develop

a CWPP that will outline actions to improve Jacksonville's resilience to wildfire beyond the life of this project. Wildfire mitigation work will become increasingly important as more people move to Jacksonville and development continues, increasing the number of properties in the WUI. The work undertaken to complete a CWPP now will serve Jacksonville well into the future.

Project Sustainability (8000 characters, 10 points)

The City of Jacksonville understands the importance of sustaining wildfire planning efforts and implementing projects after the grant period is over. The City readily accepts this responsibility. Over the grant period, the City will develop and vet the CWPP. Once the CWPP is completed, the City will be ready to implement the specific policies, practices, projects, and priorities for wildfire mitigation and management in the CWPP as well as the strategies for community engagement, education, and outreach in the CWPP. The development of a CWPP would be an important milestone for Jacksonville that would have many positive long-lasting impacts on the resilience of the City.

The City's commitment to wildfire mitigation and management is demonstrated by the inclusion of land management and fuel reduction projects in several important planning documents. The City's Local Mitigation Strategy specifically includes a project to reduce fuel around critical facilities and residential areas. The City's Wildfire Hazard Specific Plan published in March 2021 identifies the importance of prescribed fire for reducing wildfire-related hazards. Most recently, the City's Resilient Jacksonville Strategy published in October 2023 supports land management and recommends development of an Urban Forestry Management Plan, which will include activities such as hazardous fuel reduction, prescribed fire, and invasive plant management.

The partnerships that the City has established will be key to regularly updating the CWPP and implementing recommendations and actions outlined in the CWPP. For example, various Departments within the City currently work together in coordination with land managers from regional, state, and national governmental agencies. Within the City, the Department of Public Works manages public lands that contain essential facilities and infrastructure to serve Jacksonville's many residents. The City's Department of Parks, Recreation and Community Services manages the City's preservation park land, including densely forested areas requiring substantial land management and wildfire mitigation work. The Jacksonville Fire and Rescue Department and the Jacksonville Sheriff's Office also assist with fire suppression. The City works closely with land managers in Duval County, including the National Park Service, Florida's State Parks, Florida Forestry Service, and the St. Johns River Water Management District, and the Jacksonville Electric Authority. Together with the City, these partners manage over 80,000 acres of public land in Duval County. The City is committed to maintaining these partnerships and building new ones to facilitate land management.

Long-term successful partnerships between the City of Jacksonville and other governmental agencies demonstrate the City's ability to collaborate on wildfire mitigation and management. For example, the City has had a formal partnership agreement with the National Park Service and the Florida Department of Environmental Protection to co-manage preservation parks in Duval County for over twenty years. One of the greatest successes of this partnership was the creation of the 7 Creeks Recreational Area, which is a combination of federal, state, and local parks in northeast Duval County that are connected by a 7-mile-long trail system and co-managed for passive recreation. Recently, the partners have co-hosted an annual environmental festival in the 7 Creeks Recreational Area, which serves as an educational opportunity for members of the public to learn about forestry, prescribed fire, invasive species, native plants, and wildlife.

Low-income Community (3000 characters, 10 points)

The City of Jacksonville is not considered to be a low-income community based on information provided by the Community Wildfire Defense Grant Dashboard (<https://wildfirerisk.org/cwdg-tool>).

Severe Disaster Impact (3000 characters, 10 points)

The City of Jacksonville has been impacted repeatedly by tropical storms and hurricanes. Within the last 5 years, Jacksonville was impacted by Hurricane Nicole (2023), Hurricane Ian (2022), Tropical Storm Elsa (2021), Hurricane Dorian (2020), Hurricane Isaisa (2020), Hurricane Irma (2017), and Hurricane Matthew (2017). These storm events caused storm surges, resulting in saltwater inundation of forests along the City's coastal and riverine shorelines, which killed a large number of trees. High winds associated with these storm events also caused impacts to upland areas. Strong winds caused large trees and tree limbs to fall across the City.

Following each storm event, the City worked diligently to remove dead trees from active parks and other public spaces that are frequently used by the community. However, trees that fell in preservation parks and other remote forested areas were left and have added to the already high fuel load, which has increased wildfire risk over time. Storm events are also known to spread invasive species, such as climbing ferns that can act as ladders to spread fire into tree canopies. Some invasive plant species found in Jacksonville (bamboo and cogongrass) are highly flammable and can increase the severity of wildfires. Over the last several years, the City has significantly increased spending on treatment of invasive plants in preservation parks across Jacksonville. The City works closely with the First Coast Invasive Workgroup to address invasive plants. However, a more coordinated effort by private and public landowners is needed to address the threats posed by invasive plants.

Wildfire Hazard Potential (3000 characters, 20 points)

Yes, the City of Jacksonville is at risk. According to the Community Wildfire Defense Grant Dashboard (<https://wildfirerisk.org/cwdg-tool>), "Jacksonville, FL, is considered 'at risk'. It has a higher Wildfire Hazard Potential than 93.6% of communities in the nation." The CWDG Data Tool cited a publication by Scott et al (2020) titled "Wildfire Risk to Communities: Spatial datasets of landscape-wide wildfire risk components for the United States".

The City of Jacksonville also completed an independent vulnerability assessment to identify the assets most at risk of wildfire. For this purpose, the City defined high vulnerability of wildfire as those assets that were within the top 25th percentile of risk compared to the entire state of Florida. According to this assessment, over 5,000 assets across Jacksonville are considered highly vulnerable to wildfire. Highly vulnerable assets include residential, commercial, and industrial properties as well as critical services, utilities, cultural and community services, and government-owned properties. Specifically, there are 4,480 residential assets, 136 utility and critical services assets, 303 cultural and community service assets, 463 government-owned properties, 73 commercial assets, and 48 industrial assets in Jacksonville that are highly vulnerable to wildfire. If these assets were adversely impacted by wildfire, the effects would be felt citywide.

Over the past few decades, funding has not been available to sufficiently mitigate wildfire risk on public lands. Due to financial constraints, many public lands have not been treated using prescribed burns or mechanical means and methods to reduce fuel loads. Additionally, invasive plants have become established in forested public lands, some of which significantly increase wildfire risks. Some of the largest public lands within the City are forested and have dense underbrush composed of woody shrubs and palmettos. The accumulation of hazardous fuel loads on public lands increases the risk that wildfires

could cause catastrophic damage to forest ecosystems, and this risk is magnified by the fact that fire lines on some public lands have not been regularly maintained over time.

According to the City's 2020 LMS update, wildfires are common in Jacksonville, occurring 87 times per year on average and consuming 1,170 acres annually. Significant wildfire events were recorded in the City during 1998 when 400 wildfires burned 8,730 acres; in 1989 when 154 wildfires burned 2,353 acres; 1990 when 193 wildfires burned 2,031 acres; and in 1999 when 149 wildfires burned 3,316 acres. These active wildfire years tend to coincide with periods of drought, particularly the years of 1985 and 1998.

Since the beginning of 2023, the Florida Forestry Service has documented 18 wildfires in Jacksonville. Even with rapid response by the Florida Forestry Service and Jacksonville's Fire and Rescue Department, these wildfires burned over 200 acres. The Florida Forestry Service determined that these wildfires were caused by a variety of factors, including lightning, campfires, opening burning of debris, and vehicles / equipment. Yet, the causes of some of the wildfires were unable to be determined. It is also important to mention that several cases of arson occurred within City of Jacksonville parks this year. Fortunately, these fires were contained and did not cause wildfires, but this may not be the case in the future. The Jacksonville Sheriff's Office has expressed concerned about wildfires on public lands caused by arson and / or by campfires started by unhoused people in wooded areas, which is why JSO is supportive of wildfire mitigation efforts and hazardous fuel reduction projects.

With the support of the Wildfire Defense Grant, the City would be able to develop a CWPP to protect the health and safety of residents, critical infrastructure, valuable assets, and natural resources.