

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: July 8, 2025

☐ Consent

☒ Regular

☐ Workshop

☐ Public Hearing

Department: Planning, Zoning & Building

Submitted By: Building Division

Submitted For: Building Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: adopt a resolution approving the Watershed Master Plan (WMP) developed in collaboration with Florida Atlantic University (FAU) with the Florida Department of Emergency Management (FDEM).

Summary: A watershed, also known as a drainage basin, is an area of land where all water, including rain, snow, and runoff, drains into a common body of water. The watershed master planning approach is based on the concept that many water quantity and water quality challenges, like the accumulation of pollutants, are best addressed at the watershed level through communication with and involvement of stakeholders. The planning process encourages open communication to facilitate solving regional problems that no single entity can address alone. As a result, the watershed focus helps identify the most cost-effective strategies to meet stakeholder goals, while identifying issues that cannot be addressed adequately. On April 7, 2022, the FDEM announced a grant opportunity for Community Rating System (CRS) communities to aid them in the development of a WMP to help improve their CRS ratings. On May 17, 2022, Palm Beach County (PBC) Board of County Commissioners (BCC) granted delegated authority to the County Administrator or designee to submit the grant application and enter into the agreement with FDEM to receive grant funding for the development of a WMP. PBC applied for a matching grant through the FDEM to perform such a plan and then contracted with FAU to develop the WMP. FAU was contracted because they developed Phase I template documents and protocols for WMPs for FDEM. FDEM executed the agreement on December 1, 2022, for a Hazard Mitigation Grant for \$210,000.

The duration of the initial agreement was from December 1, 2022, to September 30, 2023; due to force majeure events affecting the Federal Emergency Management Agency (FEMA) and FDEM review processes, several extensions from September 30, 2023, to May 30, 2025, were requested and approved. These previous extensions were approved and received and filed by the BCC. FDEM/FEMA directed PBC to send the WMP deliverables to Insurance Services Office/Verisk (ISO) review board prior to submitting the final WMP deliverables to FDEM. ISO review has been completed and the WMP deliverables are ready for adoption and submittal to FDEM. The WMP identifies expedited impacts from increase rainfall and sea level rise and potential recommendations to impacts from these increases (attached Technical Executive Summary).

Summary and Background Justification on page 3


Attachment(s):

- 1) WMP Technical Executive Summary
- 2) Resolution for adoption
- 3) FDEM/FEMA 4337-004-Pi Watershed Master Planning Grant
- 4) FAU agreement C-23-229
- 5) WMP Deliverables (over 50 pages-link was sent)

Recommended By: Whitney Carroll

Department Director

Date 6/23/25

Approved By: 

Deputy County Administrator

Date

Updated 1/13/17

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	0	0	0	0	0
Operating Costs		0	0	0	0
External Revenues		0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match (County)		0	0	0	0
NET FISCAL IMPACT	*0	0	0	0	0
#ADDITIONAL FTE	0	0	0	0	0
POSITIONS (CUMULATIVE	0	0	0	0	0

Is Item Included in Current Budget? Yes X No
Is this item using Federal funds? Yes X No
Is this Item using State Funds? Yes___ No X

Budget Account No.:
Fund 1400 Dept 600 Unit 6115 Object 3401
Fund 1400 Dept 600 Unit 6115 RSC 3139

B. Recommended Sources of Funds/Summary of Fiscal Impact:

*Fiscal impact is undetermined at this time

C. Departmental Fiscal Review: Deharay

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Lisa Martin 6/11/25
OFMB PA 6/11

KK 6/10

Kunda Zacher 6/20/25
Contract Dev. and Control 26 6/11/25

B. Legal Sufficiency:

[Signature] 6/25
Assistant County Attorney

C. Other Department Review:

Department Director

Continued from page 1

In collaboration with FAU, the funding provided for the development of a WMP as a prerequisite for all communities to achieve a Class 4 or higher CRS rating. The CRS program allows participating communities to achieve significant discounts for National Flood Insurance Program (NFIP) policyholders on flood insurance premiums for their properties. CRS ratings rank from 1 (largest rating/discount) to 10 (smallest rating/discount). A Class 5 rating allows policyholders in the County to receive discounts of up to 25% from the standard NFIP premiums. A Class 4 rating (or higher) would achieve discounts of 30% (or more). Working in coordination with the County Emergency Management Division, as well as other County Agencies, County staff work continuously to maintain and improve the County's CRS rating and achieve greater discounts for County property owners. **Unincorporated** (RM)

Background Justification: The initial agreement was from December 1, 2022, to September 30, 2023, as the project progressed, additional modifications were requested and approved by both FDEM and FAU. The CRS is a national program developed by FEMA. The program is voluntary and designed to incentivize local communities to do what they can to minimize flood risks in their communities. Once in the program, there are annual updates. Participating in the program allows insurable properties in the community to be eligible for reduced flood insurance premiums through the NFIP. A WMP is important to understand floodplain management and the way in which water travels. Providing this information to FEMA and the community is essential for improving the current CRS rating. There are nearly 38,000 active NFIP policies in the County valued at more than 12 billion dollars. Improving the CRS rating will have a substantial impact on the flood insurance premiums for County property owners. FAU staff have assisted a number of other communities to develop WMPs.

Technical Executive Summary

A watershed, also known as a drainage basin, is an area of land where all water, including rain, snow, and runoff, drains into a common body of water. The watershed master planning approach is based on the concept that many water quantity and water quality challenges, like the accumulation of pollutants, are best addressed at the watershed level through the communication with and involvement of stakeholders. The planning process encourages open communication to facilitate solving regional problems that no one single entity can address alone. As a result, the watershed focus helps identify the most cost-effective strategies to meet stakeholder goals, while identifying issues that cannot be addressed adequately.

The Federal Emergency Management Agency (FEMA) evaluates flood control at the watershed level. Its National Flood Insurance Program (NFIP) sets insurance discounts based on flood resilience and preparedness through its Community Rating System (CRS). The CRS program designed to incentivize communities to implement floodplain management best practices that reduce flood risk. Better ratings in the CRS program lead to reduced insurance premiums for residents. The Watershed Master Plan (WMP) is a prerequisite to gaining a CRS Class 4 or lower rating through the CRS for Community Resilience Element 452.b. PBC currently has a Class 5 rating with a 25% discount, a Class 4 rating would increase the discount to 30%. The County has been a part of the CRS program for many years. Not having a watershed master plan has been a barrier to PBC achieving a Category 4 rating.

The objective of watershed master planning is to provide the communities within a watershed with a tool they can use to make decisions that will reduce the increased flooding from development on a watershed-wide basis (Association of State Floodplain Managers). Successful watershed master plans may consist of some or all of the following activities:

1. Evaluation of the watershed's runoff response from design storms under current and predicted future conditions
2. Assessment of the impacts of sea level rise and increased rainfall
3. Identification of wetlands and other natural areas throughout the watershed
4. Protection of natural channels and drainage systems
5. Implementation of regulatory standards for new development such that peak flows and volumes are sufficiently controlled
6. Specific mitigation recommendations to increase the resiliency of communities
7. A dedicated funding source to implement the mitigation strategies recommended by the plan

In 2022, the County applied for a matching grant through the Florida division of Emergency Management to develop a Watershed Master Plan (WMP) for PBC. The County engaged FAU to develop the watershed master plan because FAU developed the Phase I template documents and protocols for watershed master plans for FDEM.

FAU prepared a WMP that provides the approximate evaluations of the level of flooding risk from increased rainfall and sea level rise for the sub-watersheds [Hydrologic Unit Codes (HUCS) of PBC based on the requirement of FDEM. FDEM/FEMA directed Palm Beach County (PBC) to send the WMP deliverables to Insurance Services Office/Verisk (ISO) review

board prior to submitting the final WMP deliverables to FDEM. ISO review has been completed and the WMP deliverables are ready for adoption by PBC Board of County Commissioners and subsequent submittal as required by FDEM.

WMP Identified Recommendations

The WMP recommendations noted that in the near term, the major concerns for PBC arise from an increase in rainfall and inundation from storm surges as demonstrated by Hurricane Ian on the west coast.

Modeling storm surge and determining the probability of flooding from storm surge is very complex and beyond the scope of the WMP. Sea level rise will increase the maximum elevation of storm surge. It is estimated by about 2040 sea level rise is expected to be on the order of 0.84 to 1.4 feet and range from about 1.8 to 3.3 feet by 2070. The current FEMA FIRM show storm surge ranging from 6 to 9 feet. The approximate modeling indicates that sea level rise of 2 to 3 feet will result in regular overtopping of the sea walls by wind driven waves as the average height of the sea walls is only 3.0 to 3.5 feet above mean tide. Planning changes in sea wall height requirements should consider the combined effect of sea level rise and storm surge.

For tidal areas, consider increasing the minimum finished floor elevation to 2 feet freeboard above the minimum floor elevation required by FEMA. When sea level rise reaches a foot (2035 to 2045) consider raising the minimum finished floor elevations by an additional foot.

For tidal area develop a program to prevent the inflow of seawater into the streets. The flooded streets will cause the road base and pavement to fail faster, increasing maintenance costs.

For areas upstream of water control structures it is recommend that the surface water models developed by the SFWMD be used to determine flood elevation for the standard design storms with the expected increase in rainfall and sea level rise.

PALM BEACH COUNTY, FLORIDA

RESOLUTION NO. R2025 -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS FOR PALM BEACH COUNTY, FLORIDA. ADOPTING THE COUNTY'S 2025 WATERSHED MASTER PLAN; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 17, 2022, the Board of County Commissioners (Commission), authorized the County Administrator to execute a Hazard Mitigation Grant Program ("HMGP") grant application from the Florida Division of Emergency Management ("FDEM") in the amount of \$280,000 to fund the development of a Watershed Master Plan (the "Plan"); and

WHEREAS, on November 1, 2022, the Commission authorized the County Administrator to enter into an agreement with Florida Atlantic University, Inc. (the "Consultant") to develop the Plan as a means to help reduce flood insurance premiums for the community by positioning the County to improve its Community Rating System (CRS) rating number; and

WHEREAS, on January 10, 2023, the Commission authorized Staff to receive and file the executed grant to develop the Plan as a means to help reduce flood insurance premiums for the community by positioning the County to improve its CRS rating number; and

WHEREAS, the Consultant has developed and completed the Plan and revised it based on input from FDEM, attached hereto as Exhibit "A"; and

WHEREAS the Commission desires to adopt the Plan attached hereto as Exhibit "A"; and

WHEREAS the Commission finds that this Resolution is in the best interest of the health, safety and welfare of the citizens of the County.

NOW, THEREFORE, BE IT RESOLVED by the board of county commissioners for palm beach county, Florida, as follows:

1. Recitals Adopted. That each of the above-stated recitals are hereby adopted, confirmed and incorporated herein.
2. Adoption. The Commission hereby adopts the Plan, attached hereto as Exhibit "A" prepared by the Consultant.
3. Implementation. That the County Administrator and Deputy County Administrator or their designee are authorized to take any action necessary to implement the Plan and the purposes of this Resolution.
4. Effective Date. That this Resolution shall become effective immediately upon adoption.

APPROVED and ADOPTED by the Board of County Commissioners of Palm Beach County, Florida on the _____ day of _____, 2025.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, was as follows:

- MARIA MARINO, Mayor -
- SARA BAXTER, Vice Mayor -
- COMMISSIONER GREGG K. WEISS -
- COMMISSIONER JOEL G. FLORES -
- COMMISSIONER MARCI WOODWARD -
- COMMISSIONER MARIA SACHS -
- COMMISSIONER BOBBY POWELL, JR -

The Mayor thereupon declared the resolution duly passed and adopted on this _____ day of _____, 2025.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS
JOSEPH ABRUZZO, CLERK OF THE
CIRCUIT COURT & COMPTROLLER

BY:  _____
COUNTY ATTORNEY

BY: _____
DEPUTY CLERK

Affette McIntosh R.

From: Cheyenne Young <Cheyenne.Young@em.myflorida.com>
Sent: Friday, October 28, 2022 9:44 AM
To: Kenneth Todd Jr
Cc: Marilyn Montgomery; Holly Swift; Pamela Price; Affette McIntosh R.
Subject: 4337-4-Pi-Palm Beach County-For Execution (10-28-22)
Attachments: 4337-4-Pi-Palm Beach County-For Subrecipient Signature (10-28-22).pdf

This Message Is From an External Sender
This message came from outside your organization.

Ken Todd, Senior Professional Engineer
Accounting Dept, 2300 North Jog Rd. Ste 2W-27
West Palm Beach, FL 33411

REF Project #4337-4-Pi
Palm Beach County, Phase 2 FDEM Watershed Planning Grant
Contract #H0864
Request for Review and Approval

The proposed contract is being forwarded to you electronically, if you have any questions or concerns please contact me immediately.

The Florida Division of Emergency Management (FDEM) is pleased to inform you that the request for the project listed above has been approved. Please note that this is an eligible cost-reimbursement contract. The Sub-Recipient may submit quarterly requests for payment throughout the project process, consistent with the terms of the contract.

Attached is your copy of the proposed contract between the **Palm Beach County (Sub-Recipient)** and the Division of Emergency Management.

Please have the contract and the FFATA Form electronically signed by the official representative and return to FDEM Mitigation via email.

Official Representatives*:

County	Chairman of the Board of Commissioners
City	Mayor
Indian Tribe	Chief or President
Water Management District	Chairman
Non-Profit	Chairman of the Board

If there is an official that is not listed above who is authorized to sign the contracts for your organization, please **provide a copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign.*

The electronically signed contract should then be sent via email to your grant specialist. Full execution should be no later than sixty (60) days after receipt of this e-mail for final execution. The fully executed contract sent via email will be returned to you for your files.

Submit the electronic signed copy of the contract to:
Cheyenne Young

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	Palm Beach County
PROJECT #:	4337-4-Pi
PROJECT TITLE:	Palm Beach County, Phase 2 FDEM Watershed Planning Grant
CONTRACT #:	H0864
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
Ken Todd, Senior Professional Engineer Accounting Dept, 2300 North Jog Rd. Ste 2W-27 West Palm Beach, FL 33411	

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

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

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 270-7423 or email me at Marilyn.Montgomery@em.myflorida.com.

Agreement Number: H0864

Project Number: 4337-4-Pi

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

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

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

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

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

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

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

Sub-Recipient’s name:	Palm Beach County
Sub-Recipient’s unique entity identifier (UEI/FEIN):	XL2DNFMPCR44 / 59-6000785
Federal Award Identification Number (FAIN):	FEMA-DR-4337-FL
Federal Award Date:	September 13, 2018
Subaward Period of Performance Start and End Date:	Upon execution thru September 30, 2023
Amount of Federal Funds Obligated by this Agreement:	\$210,000.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	\$210,000.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	\$210,000.00
Federal award project description (see FFATA):	Watershed Management Plan
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	marilyn.montgomery@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

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

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

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

(2) LAWS, RULES, REGULATIONS AND POLICIES

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

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

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

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

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

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

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

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

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

(3) CONTACT

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

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

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

Marilyn Montgomery
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-270-7423
Email: marilyn.montgomery@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Laura Dhuwe
Project Manager
Hazard Mitigation Grant Program
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-879-0872
Email: watershedplanning@em.myflorida.com

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

Ken Todd
Senior Professional Engineer
2300 N Jog Rd
West Palm Beach, FL 33411
Telephone: 561-681-3922
Email: ktoddjr@pbcgov.org

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

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

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

(7) SCOPE OF WORK

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

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on September 30, 2023, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$210,000.00**.

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

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

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

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

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

the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
 - ii. The costs are equitably allocated to all related activities, including Federal awards; and,
 - iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.
- h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:
- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
 - ii. Participation of the individual in the travel is necessary to the Federal award.
- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.
- j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:
- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
 - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

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

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

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

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

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

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

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

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

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

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

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

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

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

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

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

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

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

(11) AUDITS

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

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

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

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

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient’s fiscal year.

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

DEMSingle_Audit@em.myflorida.com

OR

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

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

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

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

DEMSingle_Audit@em.myflorida.com

OR

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

(12) REPORTS

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

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

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

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

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

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

(13) MONITORING

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

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

(14) LIABILITY

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

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

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

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

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

(16) REMEDIES

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

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

- i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
- ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
- iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
- iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

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

(17) TERMINATION

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

(18) PROCUREMENT

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

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

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

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

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

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

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

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

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

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

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

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

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

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

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

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

(19) ATTACHMENTS

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

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

c. This Agreement has the following attachments:

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

(20) PAYMENTS

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

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

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

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

(21) REPAYMENTS

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

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

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

(22) MANDATED CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(23) LOBBYING PROHIBITION

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

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

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

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

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

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

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

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

(24) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is

inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

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

(26) EQUAL OPPORTUNITY EMPLOYMENT

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

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

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

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

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

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because

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

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

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

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

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

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of

such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

(27) COPELAND ANTI-KICKBACK ACT

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

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

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

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

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

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

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

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

(30) SUSPENSION AND DEBARMENT

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

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

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

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

(31) BYRD ANTI-LOBBYING AMENDMENT

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

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

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

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

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

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

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

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

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

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

(33) ASSURANCES

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

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

SUB-RECIPIENT: Palm Beach County

By: Verdenia C. Baker

Name and Title: Verdenia C. Baker, County Administrator

Date: 11/1/22

FEID#: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

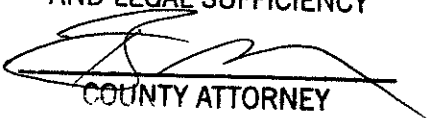
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

COUNTY ATTORNEY

EXHIBIT – 1

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

Federal Program

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

Catalog of Federal Domestic Assistance title and number: **97.039**

Award amount: **\$ 210,000.00**

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

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

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Mitigation Planning Project
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A
Watershed Master Planning Initiative
Palm Beach County, Phase 2 FDEM Watershed Planning Grant
Scope of Work and Budget

Statement of Purpose

The Florida Division of Emergency Management's (the Division) Bureau of Mitigation prioritizes flood risk management as an integral part of its mission. The goals of this project are to assist local communities in developing a Watershed Master Plan for the purposes of moving up in the Community Rating System (CRS) of the National Flood Insurance Program (NFIP) and to increase resiliency in Florida communities.

This project is funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-004-P**, as approved by the Division and the Federal Emergency Management Agency (FEMA) to create and update Watershed Master Plans (WMPs) throughout the state of Florida.

The Project Manager for the Division will be:

Laura Dhuwe, Project Manager
Hazard Mitigation Grant Program
Florida Division of Emergency Management
850-879-0872
watershedplanning@em.myflorida.com

Scope of Work

The Division will coordinate with eligible Florida entities to produce a Watershed Master Plan (WMP) for credit under CRS. This project is preceded by the WMP Pilot Program, which consisted of research and the creation of guidance materials to ensure a consistent statewide approach to WMP development.

Guidance materials produced in the WMP Pilot Program can be found at:

<https://www.floridadisaster.org/dem/mitigation/watershed-planning-initiative> or

<https://www.fau.edu/engineering/research/cwr3/clearinghouse/>. The Sub-Recipient may use other materials provided by ISO and located at <https://fema.gov>. The Sub-Recipient shall follow the Credit Criteria for Element WMP under CRS Activity 452.b (please refer to the 2017 CRS Coordinator's Manual¹ and the 2021 Addendum to the Coordinator's Manual²). The Sub-Recipient will finalize the process by submitting their WMP to ISO/CRS for review and providing the Division with a signed letter from their applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the WMP will be adopted in the Sub-Recipient's next LMS update.

Tasks necessary to the completion of a WMP include:

Task 1 – Create Preliminary Project Plan based on Initial Flood Modeling, and Submit Draft WMP

The Sub-Recipient shall create a preliminary Project Plan, which is a narrative detailing how the initial flood modeling has sufficient detail on the data that went into the model, model specifications, and possible solutions for addressing flood risks that the model identified. There must be enough detail in the preliminary Project Plan to verify the required analysis has been completed. Specifically, the required analysis for the preliminary Project Plan shall include all the Minimum Criteria required for a creditable WMP³ under the two categories of Data Inventory and Collection and Initial Flood Modeling as follows:

¹ https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinators-manual_2017.pdf

² https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinator-manual_addendum-2021.pdf

³ See 2017 CRS Coordinator's Manual at https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinators-manual_2017.pdf, the 2021 Addendum to the Coordinator's Manual at

Data Inventory and Collection:

1. Data inventory (used for initial flood modeling):
 - a. Inventory of ground characteristics (e.g., soil type, impervious surfaces, wetlands)
 - b. Inventory of existing drainage system
 - c. Inventory of data availability
2. Locations of:
 - a. critical facilities, cultural/historical, and other places/areas of interest
 - b. vulnerable areas and their descriptions
 - c. natural and constructed drainage systems and channels
3. Existing regulations and plans in place for reducing flood risks

Initial Flood Modeling

4. For current/existing conditions land use, future land use, and the fully developed watershed scenarios:
 - a. Evaluations of the existing drainage system's runoff response from design storms using a hydrologic and hydraulic study with a hydrograph approach under current and predicted future land use conditions with assessments of the impacts of climate change and sea level rise for 10-, 25- & 100-year storm events
 - b. For currently fully developed watersheds: studies of existing development and the potential impact of any redevelopment
 - c. Evaluations of different management scenarios for at least the 100-year rainfall event for a fully developed watershed at a scale sufficient to determine local problems.
 - d. Determinations of the change in runoff from current to future, fully developed conditions
 - e. Recommendations for managing at least the 10-year and the 25-year rainfall events
5. For communities impacted by sea level rise: evaluations of the impacts of the NOAA Intermediate 2100 sea level rise scenario on the 100-year rainfall event
 - a. It is highly recommended to include 2 other scenarios up to 2100, which could be based on sea level for 2 time frames into the future or a number of feet of sea level rise within this timeframe.
6. The plan must include a strategy and action plan to address the results of the studies for:
 - a. controlling the timing of peak flows to prevent or minimize problems for the entire watershed due to new development, redevelopment, and fully developed conditions
 - b. the impact of climate change and sea level rise on fully developed conditions
 - c. at least the 25-year rainfall event in fully developed conditions, with a list of possible solutions for addressing at least the 25-year rainfall event
 - d. at least one event larger than the 25-year rainfall event, with a list of possible solutions for addressing this event
 - e. ensuring that flood hazards from the 10-year and the 25-year events are not increased by future development (the 2-year storm is also recommended).
7. The community must adopt the final plan.
8. If applicable, WMP plans more than 5 years old must be evaluated to ensure that they remain applicable to current conditions. For instance, are previous assumptions on hydrology, sea level rise and future land use still applicable.

Jurisdiction Specific Comments for Task 1:

https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinator-manual_addendum-2021.pdf; and other materials provided by ISO located at <https://fema.gov>.

Task 1 for the Sub-Recipient grant includes the following Steps 1-6 which will be performed by FAU under subcontract with support from County staff. The table below summarizes Steps 1 through 6 with the responsible parties, deliverables, schedule, and payment schedule.

Step	Responsible Party	Deliverable	Month											
			1	2	3	4	5	6	7	8	9	10	11	12
Step 1- Background Info Gathering	FAU	Chapters 1 and 2 of the Watershed plan												
Step 2- Policy Documentation for HUCS	FAU	Chapter 3 of the Watershed plan												
Step 3- Risk Models for HUCS	FAU	Chapter 4 of the Watershed plan with all applicable modeling scenarios for the HUC and relationship to involved HUCs; drilldown to community issue modeling												
Step 4- Identifying Critical Areas/Solutions in HUCS	FAU	Update and completion of Chapter 4 and Chapter 5 of the Watershed plan with applicable modeling scenarios for the HUC												
Step 5- Action Plan	FAU	Chapter 6 of the Watershed plan – this should complete the planning document												
Step 6 - Submit for Staff Review	County Staff	Delivery and receipt of comments from staff for the planning document												

Deliverable 1 – Create Preliminary Project Plan based on Initial Flood Modeling, and Submit Draft WMP:
 An (1) electronic copy of Chapters 1 through 6 of the preliminary Watershed Project Plan; (2) a separate electronic document with all comments from County staff from their review of Chapters 1 through 6 of the preliminary Watershed Project Plan; (3) a separate electronic document listing how and where in Chapters 1 through 6 of the preliminary Watershed Project Plan the Minimum Criteria listed above are met; and (4) a separate electronic document clarifying the Sub-Recipient’s existing data inventory at the time of contract execution, how the data are used, and which tasks and efforts have already been completed prior to contract execution. These four electronic documents must be submitted to the Division for review no later than 8 months after the beginning of the Period of Performance. The Sub-Recipient will provide Deliverable 1 to the Division via email to watershedplanning@em.myflorida.com.

Payment for Deliverable 1 will occur once the Sub-Recipient has received feedback from the Division confirming that Chapters 1 through 6 of their preliminary Watershed Project Plan have been approved. To be approved, Chapters 1 through 6 of the preliminary Watershed Project Plan must show how all the listed Minimum Criteria are met, all comments from County staff must be submitted, and the Sub-Recipient's inventory of data must clearly explain what the Sub-Recipient had at the time of contract execution.

The Period of Performance begins with the date of execution of the subgrant agreement by both parties, and the Sub-Recipient shall provide the Division with Deliverable 1 no later than 8 months from the beginning of the Period of Performance before payment will be processed.

Task 2 – Revise Draft WMP and Submit Completed WMP

After receiving feedback from the Division on the preliminary Project Plan from Task 1, the Sub-Recipient shall finalize the flood modeling process and submit their completed WMP. At a minimum, the modeling and WMP must meet the Minimum Criteria required for a creditable WMP shown above. The Sub-Recipient shall update their WMP, if revisions are necessary based on the Division's feedback, and submit the completed WMP to the Division for review.

Throughout the activities for Task 2, the Sub-Recipient shall coordinate with the applicable LMS working group to ensure that the working group will adopt the WMP as an annex in the next LMS update, and use the data to inform the risk assessment and mitigation strategy.

Jurisdiction Specific Comments for Task 2:

Task 2 for the Sub-Recipient grant includes the following Steps 7-10 which will be performed by FAU under subcontract with support from County staff. The table below summarizes Steps 7 through 10 with the responsible parties, deliverables, schedule, and payment schedule.

			Month											
Step	Responsible Party	Deliverable	1	2	3	4	5	6	7	8	9	10	11	12
Revise Draft WMP	FAU													
Step 7- Submit draft WMP to the Division for Review	Staff with FAU support	Chapter 6 of the Watershed plan – this should complete the planning document												
Revisions based on the Division's feedback	FAU													
Step 8 – Submit completed WMP	Staff with FAU support	n/a												
Step 9 - Commission Approval	Staff with FAU support	n/a												

Deliverable 2 - Revise Draft WMP and Submit Completed WMP: An (1) electronic copy of the completed WMP; (2) a separate electronic document with the feedback from County Staff from their review of the

completed WMP and explanations of how FAU addressed the feedback; (3) a separate electronic document listing how and where in the completed WMP the Minimum Criteria listed above are met; and (4) a signed letter from the applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the completed WMP will be adopted and used to update the risk assessment and mitigation strategy during the next LMS plan update.

If applicable, the Sub-Recipient will revise the submitted WMP to comply with required revisions and feedback from the Division received from Deliverable 1, and then resubmit the WMP to the Division no later than 12 months after the beginning of the Period of Performance. These four electronic documents comprising Deliverable 2 must be submitted to the Division for review no later than 12 months after the beginning of the Period of Performance.

The Period of Performance begins with the date of execution of the subgrant agreement by both parties, and the Sub-Recipient shall provide the Division with the four electronic documents comprising Deliverable 2 no later than 12 months from the beginning of the Period of Performance before payment will be processed. The Sub-Recipient will provide Deliverable 2 to the Division via email to watershedplanning@em.myflorida.com.

Method of Compensation:

All deliverables submitted to the Project Manager or to the Division shall be completed by the Sub-Recipient and approved for completeness and accuracy by the Project Manager or the Division to qualify as reaching the minimum required criteria for each invoice period.

All tasks shall be performed under the direct supervision of the Division.

The project shall be reimbursed upon receipt of invoices submitted at the completion and acceptance of each deliverable defined above unless this agreement is terminated early. This is a cost reimbursement agreement, which will be reimbursed on a fixed-fee, fixed-price agreement as follows:

Deliverables	Total Deliverable Value	Due Date
Deliverable 1 – Create Preliminary Project Plan based on Initial Flood Modeling, and Submit Draft WMP (Task 1)	\$186,666.67	8 Months after beginning of POP
Deliverable 2 – Revise Draft WMP and Submit Completed WMP (Task 2)	\$93,333.33	12 months after beginning of POP
Total	\$280,000.00	

Financial Consequences for Non-Performance:

The failure to provide the Division with the required deliverables within the stated timelines shall result in a penalty of 5 % of the determined deliverable amount for each late deliverable. Penalty may be waived based upon reasonable explanation with documentation by Sub-Recipient.

Should the Sub-Recipient determine that there are significant barriers to conduct any of the minimum deliverables due to extenuating circumstances, the Division may re-evaluate performance expectations upon a formal request from the Sub-Recipient.

If the Sub-Recipient fails to comply with any terms of the agreement, the Division shall take one or more of the following actions:

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 partially suspend or terminate the current agreement for the Sub-Recipient's project;
4. Withhold further agreements for the project; or
5. Take other actions that are legally allowed.

Schedule of Work

Task(s)	Number of Months to Complete
Data Collection (Task 1)	3
Initial Flood Modelling (Task 1)	6
Preliminary Project Plan (Task 1)	6
Completed WMP (Task 2)	1
WMP Review (Task 2)	2
WMP Revisions (Task 2)	1
Division and Commission Approval (Task 2)	2
Total Period of Performance (maximum of 12 months):	12 (see overlapping tasks in schedule above)

Total Period of Performance

The Period of Performance for this project begins on the date of execution of the subgrant agreement by both parties and ends 12 months later, but no later than September 30, 2023.

Budget

Cost Item	Project Cost	Federal Share	Non-Federal Share
Personnel	\$70,000.00	\$52,500.00	\$17,500.00
Fringe Benefits			
Travel			
Equipment			
Supplies			
Contractual	\$210,000.00	\$157,500.00	\$52,500.00
Other			
Project Total:	\$280,000.00	\$210,000.00	\$70,000.00

Funding Summary Totals

Federal Share:	\$210,000.00	75.00%
Non-Federal Share:	\$70,000.00	25.00%
Total Project Cost:	\$280,000.00	100.00%

Attachment B
Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

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

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

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

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

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

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

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

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

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

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

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

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

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes

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

Attachment C

Statement of Assurances

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: Palm Beach County

REMIT ADDRESS: Accounting Dept, 2300 North Jog Rd, Ste 2W-27

CITY: West Palm Beach STATE: FL ZIP CODE: 33411

PROJECT TYPE: Watershed Management Plan PROJECT #: 4337-4-Pi

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0864

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

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

Invoice Period: _____ through _____ Payment No: _____

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

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Local Non-Federal 25%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ _____

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

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

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

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

SUB-RECIPIENT: Palm Beach County PAYMENT #: _____
PROJECT TYPE: Watershed Management Plan PROJECT #: 4337-4-Pi
PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0864

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

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
³ Date of delivery of articles, completion of work or performance services. (per document)
⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: Palm Beach County

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

☐ ADVANCE REQUESTED

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

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

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

ESTIMATED EXPENSES

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

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

Attachment F
QUARTERLY REPORT FORM

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

SUB-RECIPIENT: Palm Beach County **PROJECT #:** 4337-4-Pi
PROJECT TYPE: Watershed Management Plan **CONTRACT #:** H0864
PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:

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

Financial Amount to Date: _____

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

Target Dates (State Agreement):

Contract Execution Date: _____ Contract Expiration Date: _____

Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

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

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

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

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

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

Cost / Financial **Comments:**

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

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

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

Project Manager Statement: ☐ No Action Required, OR

☐ Action Required: _____

PM Percentage of Activities completed per PM Review QR Milestones Spreadsheet: _____%

Date Reviewed: _____ Reviewer: _____ Project Manager

Attachment G
Warranties and Representations

Financial Management

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

Procurements

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

Business Hours

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

Licensing and Permitting

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

Attachment H

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

Subcontractor Covered Transactions

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

SUBCONTRACTOR

By: _____ Signature	Palm Beach County Sub-Recipient's Name
_____ Name and Title	H0864 DEM Contract Number
_____ Street Address	4337-4-Pi FEMA Project Number
_____ City, State, Zip	
_____ Date	

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

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

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

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

ORGANIZATION AND PROJECT INFORMATION

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

PROJECT #: 4337-4-Pi
FUNDING AGENCY: Federal Emergency Management Agency
AWARD AMOUNT: \$ 210,000.00
OBLIGATION/ACTION DATE: September 13, 2018
SUBAWARD DATE (if applicable): _____

UEID/SAM#: XL2DNFMPCR44
UEID/SAM#
+4: _____

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

BUSINESS NAME: _____
DBA NAME (IF APPLICABLE): _____
PRINCIPAL PLACE OF BUSINESS ADDRESS: _____
ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

The Division will coordinate with eligible Florida entities to produce a Watershed Master Plan (WMP) for credit under CRS. This project is preceded by the WMP Pilot Program, which consisted of research and the creation of guidance materials to ensure a consistent statewide approach to WMP development.

Guidance materials produced in the WMP Pilot Program can be found at: <https://www.floridadisaster.org/dem/mitigation/watershed-planning-initiative> or <https://www.fau.edu/engineering/research/cwr3/clearinghouse/>. The Sub-Recipient may use other materials provided by ISO and located at <https://fema.gov>. The Sub-Recipient shall follow the Credit Criteria for Element WMP under CRS Activity 452.b (please refer to the 2017 CRS Coordinator’s Manual⁴ and the 2021 Addendum to the Coordinator’s Manual⁵). The Sub-Recipient will finalize the process by submitting their WMP to ISO/CRS for review and providing the Division with a signed letter from their applicable county’s Local Mitigation Strategy (LMS) Chairperson attesting that the WMP will be adopted in the Sub-Recipient’s next LMS update.

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

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):
ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

⁴ https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinators-manual_2017.pdf
⁵ https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinator-manual_addendum-2021.pdf

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

EXECUTIVE COMPENSATION INFORMATION:

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

Yes ☐ No ☐

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

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

Yes ☐ No ☐

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

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

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

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


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

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

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

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

SIGNATURE: 

NAME AND TITLE: Verdenia C. Baker, County Administrator

DATE: 11/16/22

Attachment J
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:⁶

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

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

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

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

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

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

⁶ For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

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

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

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

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

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

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

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

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

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

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

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

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

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

JCBaker

Signature of Sub-Recipient/subcontractor's Authorized Official

Verdenia C. Baker

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

11/1/22

Date

**FLORIDA ATLANTIC UNIVERSITY
MASTER RESEARCH AGREEMENT**

AGREEMENT # C-22-229

R2022 1339

NOV 01 2022

This Agreement is made by and between FLORIDA ATLANTIC UNIVERSITY Board of Trustees, having its business address at 777 Glades Road, P.O. Box 3091, Boca Raton, Florida 33431-0991 (hereinafter "UNIVERSITY") and Palm Beach County, a government applicant, having its business address at 2300 N. Jog Road, West Palm Beach, FL 33411 (hereinafter "SPONSOR").

SUBJECT

The purpose of this Agreement is to Further the research objectives of UNIVERSITY and SPONSOR. Specifically, the parties contemplate that PROJECTS (hereinafter defined) will include: 1) UNIVERSITY assisting SPONSOR to produce a Watershed Master Plan (WMP) for credit under the Community Rating System (CRS) using the Phase 1 guidance materials created by UNIVERSITY and 2) UNIVERSITY finalizing the process by receiving approval from ISO/CRS that the created WMP is sufficient to receive credits under CRS 452.b.

IT IS AGREED:

Article 1.0 RESEARCH PROJECT

- 1.1 UNIVERSITY agrees to undertake certain research (hereinafter "PROJECT") specifically described in Task Orders issued by SPONSOR to UNIVERSITY. TASK ORDERS will be incorporated in the form attached hereto as Appendix A. Each TASK ORDER will at a minimum include this information:
 - a) A unique and sequential identification number.
 - b) A Statement of Work (SOW) providing sufficient and reasonable details of the work.
 - c) Period of Performance of the identified SOW.
 - d) Deliverables and due dates for the deliverables.
 - e) Amount of financial support being provided to UNIVERSITY.
- 1.2 The PROJECT and all work assignments shall be carried out under the direction of a designated PROJECT DIRECTOR (hereinafter "PROJECT DIRECTOR") while employed by UNIVERSITY, and by others (e.g. technician, graduate student, postdoctoral fellow, or faculty member, hereinafter collectively referred to as PERSONNEL), as assigned by PROJECT DIRECTOR.
- 1.3 UNIVERSITY agrees that there shall be no change of PROJECT DIRECTOR without prior written approval of SPONSOR.

Article 2.0 TERM

- 2.1 The term of this Agreement extends for a period beginning on November 1, 2022, and continuing through October 31, 2027.
- 2.2 It is understood that each TASK ORDER will have its own TERM, but the period of performance must be within the TERM of the Master Agreement. The Master Agreement may be extended for additional periods of time under terms mutually agreed upon in writing in a duly executed amendment to this agreement.

Article 3.0 FACILITIES AND EQUIPMENT

- 3.1 UNIVERSITY agrees to furnish such available laboratory facilities and equipment as it shall determine necessary for the PROJECT, other than that specifically provided by SPONSOR under this Agreement.
- 3.2 Parties agree that all equipment and supplies purchased with funds obtained as a result of this Agreement become the property of the UNIVERSITY.

Article 4.0 PAYMENT

- 4.1 This Master Agreement does not authorize UNIVERSITY to perform work nor to spend any funds. The funding will be noted and authorized in each TASK ORDER and a payment schedule will be specified for each TASK ORDER. The total amount for all payments made for work performed to develop a WMP for credit under the Community Rating System (CRS) using the Phase 1 guidance materials created by UNIVERSITY shall not exceed Two Hundred and Ten Thousand Dollars and 00/100 cents (\$210,000.00). The total amount for all payments made for work performed pursuant to this Master Agreement shall not exceed Five Hundred Thousand Dollars and 00/100 cents (\$500,000.00).

The foregoing payment by SPONSOR is acknowledged to be full and complete compensation for all work and obligations assumed under this Agreement.

Checks will be made payment to: Florida Atlantic University

Mail checks to: Florida Atlantic University
P.O. Box 198660
Atlanta, GA 30384-8660

Article 5.0 REPORTS

- 5.1 The PROJECT DIRECTOR shall furnish SPONSOR with written reports and/or deliverables according to the schedule outlined in each TASK ORDER.

Article 6.0 PUBLICATION

- 6.1 SPONSOR recognizes that under University policy, the PROJECT results are non-confidential and agrees that PERSONNEL engaging in the PROJECT shall be permitted to present or publish at their own choosing, methods and results of the PROJECT, provided, however, that SPONSOR shall have been furnished copies of any proposal presentation or publication thirty (30) days in advance for review for patentable items or items deemed confidential as defined in article 7.0.
- 6.2 If SPONSOR believes that any planned publication contains a patentable development and wishes UNIVERSITY to file a patent application, upon written notice to UNIVERSITY, submission of such manuscript for publication shall be delayed for a reasonable time, not to exceed sixty (60) days, to permit the filing of a patent application(s) by UNIVERSITY.
- 6.3 Nothing in this Agreement shall entitle UNIVERSITY to disclose to others or publish any information disclosed to UNIVERSITY by SPONSOR which is confidential within the meaning of article 7.0 without the prior written approval of SPONSOR.

Article 7.0 CONFIDENTIALITY

- 7.1 UNIVERSITY acknowledges that SPONSOR may wish to disclose information which sponsor considers confidential, in furtherance of the PROJECT. SPONSOR acknowledges that UNIVERSITY has no mechanism to maintain or guarantee the confidentiality of information and cannot sustain liability for inadvertent or other disclosure of confidential information. These considerations notwithstanding, if any such information is disclosed by SPONSOR it shall be clearly marked "confidential information" and furnished in writing only to the PROJECT SUPERVISOR or orally disclosed to the PROJECT SUPERVISOR and reduced to writing by the SPONSOR within thirty (30) days of disclosure. Confidential information shall remain the property of the SPONSOR and for a period of three (3) years from the end of the Agreement shall not be used or disclosed to others except in furtherance of this Agreement. The foregoing obligation of non-use and non-disclosure shall not apply to:
 - a) Information which at the time of disclosure is in the public domain;
 - b) Information which after disclosure is published or otherwise becomes part of the public domain through no fault of the PROJECT SUPERVISOR;
 - c) Information which was in the possession of the PROJECT SUPERVISOR at the time of disclosure and was not acquired from SPONSOR under an obligation of confidentiality; or
 - d) Information which SPONSOR provides written permission to disclose.

Article 8.0 PATENT AND OTHER RIGHTS AND LICENSE OPTIONS

- 8.1 UNIVERSITY agrees to notify sponsor of any invention made by UNIVERSITY hereunder within thirty (30) days after receipt of an invention disclosure from the inventor.
- 8.2 UNIVERSITY shall retain all rights to inventions or discoveries, patentable or not, conceived solely by UNIVERSITY and shall prepare and prosecute all related patent applications. SPONSOR shall retain all rights to inventions or discoveries, patentable or not, conceived solely by SPONSOR. Inventions or discoveries, patentable or not, made jointly by SPONSOR and UNIVERSITY shall be jointly owned by SPONSOR and UNIVERSITY, and UNIVERSITY shall prepare and prosecute all related patent applications and SPONSOR shall reimburse UNIVERSITY for one-half of the expense of all filing, prosecution and maintenance costs for all such patent applications and all issued patents. UNIVERSITY grants SPONSOR an option to secure an exclusive license to UNIVERSITY'S rights to said jointly-owned inventions and discoveries. The provisions of article 8.3, 8.4, 8.5, 8.6 and 8.7 shall apply to such an option.
- 8.3 SPONSOR shall indicate to UNIVERSITY in writing, within thirty (30) days of receipt of invention disclosure, whether it wishes UNIVERSITY to file a patent application on the invention, if applicable, or whether it wishes UNIVERSITY to register a copyrightable material.
- 8.4 UNIVERSITY agrees to grant and hereby grants SPONSOR an option to secure a royalty-bearing license under reasonable terms, with the right to make, use and sell, have made and have used, the claimed invention of any patent which is based on any invention conceived and reduced to practice during the term of this Agreement. Such option shall be in effect and exercisable for ninety (90) days from the date of filing of a U.S. patent application under this Agreement or for ninety (90) days from the date of receipt of notice of such a filing by SPONSOR whichever date is earlier.
- 8.5 The license, which will be exclusive, will include a royalty rate in an amount to be negotiated in good faith by both UNIVERSITY and SPONSOR at the time SPONSOR decides to exercise its option. SPONSOR shall have the rights under the license to sublicense and shall have the sole right to designate the terms of any sublicense, provided that UNIVERSITY shall receive, at a minimum, the royalty rate expressed in the license between UNIVERSITY and SPONSOR, and fifty percent (50%) of any other remuneration received by SPONSOR from sub-licensees.
- 8.6 At the time of exercise of the option, SPONSOR shall indicate in which foreign countries it wants a patent application filed. Rights to such foreign countries shall be included in the patent rights under any license between UNIVERSITY and SPONSOR.
- 8.7 SPONSOR shall reimburse UNIVERSITY for all filing, prosecution and maintenance costs for all patent applications and all issued patents filed at the request of SPONSOR.

Any such patent applications shall become part of the patent rights in any license between UNIVERSITY and SPONSOR. SPONSOR shall also reimburse UNIVERSITY for all filing, prosecution and maintenance costs for all other patent applications and issued patents which become part of the patent rights in any license Agreement between UNIVERSITY and SPONSOR.

Article 9.0 TERMINATION

- 9.1 Either party may terminate this Master Agreement prior to the designated term by giving thirty (30) days written notice to the other. Terminating this Master Agreement will also terminate all TASK ORDERS that are still active unless the parties agree that the active Scopes of Work will be completed in which event those active projects will be completed under the terms of this Agreement and no further work will be accepted.
- 9.2 Upon early termination of this Master Agreement and TASK ORDERS, SPONSOR shall pay all costs accrued by UNIVERSITY as of the date of termination including non-cancelable obligations for the term of the Agreement, which shall include all appointments of research staff incurred prior to the effective date of the termination.

Article 10.0 LIABILITY AND NEGATION OF WARRANTY

- 10.1 Each party will be responsible for its own negligent acts or omissions, and the negligent acts or omissions of its officers, employees, servants, and agents when acting within the scope of their employment or agency, and each party agrees to be liable for any damage or injury resulting from said negligent acts or omissions, subject to the limitations provided under Section 768.28 of the Florida Statutes. Nothing contained herein, or in any term or to any party any remedy or defense available to such party under the laws of the State of Florida; (2) consent by a party to be sued except as authorized under Section 768.28 of the Florida Statutes; (3) a waiver of sovereign immunity; or (4) constituting a hold harmless agreement.
- 10.2 UNIVERSITY makes no representation other than those specified in this Agreement. UNIVERSITY makes no express or implied warranties of merchantability of fitness for any particular purpose of data or technical information derived from this RESEARCH PROJECT.

Article 11.0 ASSIGNMENT

- 11.1 This Agreement may not be assigned by SPONSOR without the prior written Agreement of UNIVERSITY.

Article 12.0 PUBLICITY

- 12.1 Neither party will use the name or logo of the other, or of any member of the other's

personnel, in any publicity, advertising, or news release without the other's prior written approval.

Article 13.0 NOTICES

- 13.1 Notices, invoices, payments and other communications hereunder shall be deemed to have been made when delivered, sent by telex or telegram, or when mailed first class, postage prepaid, and addressed to the party at the address given below, or such other address as may hereafter be designated by notice in writing:

SPONSOR:

Name: Palm Beach County
Address: 2300 N. Jog Road
West Palm Beach, FL 33411
Phone: 561-233-5192
e-mail: DWise@pbcgov.org;
AMaharaj@pbcgov.org

FLORIDA ATLANTIC UNIVERSITY

For Administrative matters:

Miriam Campo
Assistant VP for Research
Office of Sponsored Programs
Division of Research
Florida Atlantic University
777 Glades Road, ADM 310
Boca Raton, FL 33431-0991
campom@fau.edu

For Technical matters:

Principal Investigator Frederick Bloetscher
Address 777 Grades Road
Boca Raton, FL 33431
(239) 250-2423
fbloetsc@fau.edu

Article 14.0 MISCELLANEOUS

- 14.1 UNIVERSITY and SPONSOR agree that the PROJECT SUPERVISOR AND PERSONNEL are acting as employees of UNIVERSITY and not as agents or employees of SPONSOR.
- 14.2 This Agreement shall be binding upon and inure to the benefit of the respective parties and their successors.

- 14.3 This Agreement shall be governed by and construed according to the laws of the State of Florida.
- 14.4 This Agreement may not be assigned by either party without the written permission of the other.
- 14.5 This Agreement embodies the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof.
- 14.6 No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and signed by their duly authorized employees.
- 14.7 Upon termination of this Agreement, neither party shall have any liability to the other, except for any provisions of this Agreement which by their nature extend beyond the termination or expiration until fulfilled and shall bind the parties and their legal representatives, successors and assigns.
- 14.8 The parties shall abide by the Financial Conflict of Interest (FCOI) federal regulations (42 CFR Part 50 Subpart F and 45 CFR Part 94) revised effective September 26, 2011.

Article 15.0 E-VERIFY

- 15.1 UNIVERSITY represents that it is a public employer under section 448.095, Florida Statutes and that it is registered with the E-Verify System (E-Verify.gov), and beginning at least January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers. UNIVERSITY agrees that it will comply with the obligations for public employers under section 448.095, Florida Statutes in its performance under this Agreement.

The parties hereto have caused this Agreement to be executed by duly authorized representatives effective as of the later date indicated below:

SPONSOR

R2022 1339

Name: Robert S. Weinroth

Title: Mayor

Date: NOV 01 2022

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**


COUNTY ATTORNEY

FLORIDA ATLANTIC UNIVERSITY

Miriam Campo
Name: Miriam Campo

Title: Assistant VP for Research

Date: October 3, 2022

7
Joseph A. Iuzzo
Clerk of the Circuit Court & Comptroller
Palm Beach County
By: 220007 J. Iuzzo
Deputy Clerk

APPENDIX A

**FLORIDA ATLANTIC UNIVERSITY
MASTER RESEARCH AGREEMENT
TASK ORDER NO. XX**

This TASK ORDER is issued under Master Research Agreement No. C-22-229, between Florida Atlantic University and the Palm Beach County.

TO Issue Date:

Principle Investigator:

Project Title:

Period of Performance:

Funding Amount for this Task: \$

Payment Schedule:

Deliverables:

The Statement of Work, line item budget and a budget justification are attached.

All the terms and conditions of the Master Research Agreement between UNIVERSITY AND SPONSOR shall apply in full to this TASK ORDER.

IN WITNESS WHEREOF, the parties have agreed and do hereby enter into this TASK ORDER.

SPONSOR

FLORIDA ATLANTIC UNIVERSITY

Name: _____
Title: County Administrator or designee
Date: _____

Name: Miriam Campo
Title: Assistant VP for Research
Date: _____

Scope of Work:

For Phase 2, FDEM will coordinate with Sub-recipients to produce a Watershed Master Plan (WMP) for credit under the Community Rating System (CRS). In Phase 1, a pilot project was completed that consisted of research, the creation of a framework and guidance documents that ensure a consistent statewide approach to WMP development.

Sub-recipients under the Watershed Planning Initiative will use the Phase 1 guidance materials to produce a Watershed Master Plan for credit under CRS. Phase 1 materials can be found at: <https://www.floridadisaster.org/dem/mitigation/watershed-planning-initiative> or <https://www.fau.edu/engineering/research/cwr3/clearinghouse/>. The Sub-recipient will finalize the process by receiving approval from ISO/CRS that the created WMP is sufficient to receive credits under CRS 452.b. Tasks necessary to the completion of a Phase 2 include:

Task 1 – Creation of preliminary scope of work, initial flood modeling & submission of draft WMP to CRS officials for approval. The flood modeling should consider evaluations of the watershed's runoff response from design storms under current and predicted future conditions and assessments of the impacts of sea level rise and climate change. Preliminary modeling should include 10-, 25- & 100-year storm events. This initial scope of work and WMP draft should include preliminary modeling of the 10-, 25- and 100-year storm events, an inventory of the ground characteristics and data availability, existing regulations and plans in place, a description of vulnerable areas or areas of interest, a list of potential solutions, and a brief description of future actions plans.

Task 2 – Submit final WMP & CRS approval. After receiving feedback and approval on the sub-recipient's scope of work and flood modeling submission in Task 1 from FDEM and CRS officials, the sub-recipient will finalize the flood modeling process and complete their WMP. At a minimum, the modeling and WMP must include 10, 25 & 100 year storm events—or model sea level rise—to receive credit through CRS element 452.b. The sub-recipient will update their CRS plan and submit the updated prospective point total to CRS to receive points for element 452.b. The sub-recipient will submit the updated CRS plan to CRS for approval at the same time as they submit their final WMP to CRS for approval. If revisions are necessary. The subrecipient will correct and re-submit for CRS approval.

FDEM's grant process includes the previously stated Task 1 and Task 2. Task 1 for the subrecipient grant includes the following sub-Tasks 1-6 which will be performed by FAU under subcontract.

FAU Contractual Budget – Palm Beah County		
Classification	Cost	Effort
Faculty Salary + Fringe	\$36,411	2.3 Months
Postdoc Salary + Fringe	\$80,000	12 Months
Project Coordinator Salary + Fringe	\$5,625	0.6 Months
IT Personnel Salary + Fringe	\$7,546	0.6 Months
Research Assistant - MS	\$19,630	20 hours/Week
Research Assistant - Ph.D.	\$24,545	20 hours/week

Tuition	\$15,307	
Computer Hardware/Software	\$5,500	
Travel and Supplies	\$500	
Graduate Student Training	\$4,936	
Total Direct Cost	\$200,000	
Indirect Cost (5%)	\$10,000	
Total	\$210,000	

Task 1- Background Information Gathering

Task 2- Policy Documentation for HUCS

Task 3- Risk Models for HUCS

First 1/3 Payment Due (\$66,667)

Task 4- Identifying Critical Areas/Solutions in HUCS

Task 5- Action Plan

Task 6 - Submit for Staff Review

Second 1/3 Payment Due (\$66,667)

Task 7 - Submit to NFIP for Review

Task 8 – Update CRS submission

Task 9 - Commission Approval

Task 10 – Progress reports to FDEM

Last 1/3 Payment Due (\$66,666)

Interim documentation will be provided for submission for initial commentary at the 75% stage of Tasks 1 to 5. FAU will complete Tasks 1-5 based on feedback from NFIP reviewers as a part of Subrecipient Task 2 in the FDEM RFP and provide support for sub-Tasks 7 to 9 which are a part of the Task 2 in the FDEM guidance. Each work task is outlined in the following paragraphs.

Task 1 - Background Information

Watershed Master Plans (WMPs), as conceived by the National Flood Insurance Program (NFIP) Community Rating System (CRS) program, provide an outline for communities to reduce local flood risk. According to the CRS Coordinator's Manual 2021 Addendum (FEMA, 2021), "the objective of watershed master planning is to provide communities within a watershed with a tool they can use to make decisions that will reduce flooding from development on a watershed-wide basis." Successful watershed master plans (WMPs) consist of the following activities (Association of State Floodplain Managers, 2020):

1. Evaluation of the watershed's runoff response from specific design storms under current and predicted future conditions
2. Assessment of the impacts of sea level rise and climate change
3. Identification of wetlands and other natural areas throughout the watershed
4. Protection of natural channels

5. Implementation of regulatory standards for new development such that peak flows and volumes are sufficiently controlled
6. Specific mitigation recommendations to ensure that communities are resilient in the future
7. A dedicated funding source to implement the mitigation strategies recommended by the plan

The process begins by first characterizing the watershed. A balanced approach is needed to obtain watershed-related information with the relevant precision. For example, groundwater is relevant when the ground and surface waters are directly connected, and the soil may lack capacity for infiltration storage. Geology, hydrogeology, land use, canals and other water bodies, and historical changes to the surface may be relevant to create the watershed description. A summary of the local communities involved in each HUC will be developed. Topographic features, uplands, wetlands, and shorelines will be delineated along with current flood maps. Other requirements are growth projections and mitigation strategies at the various scales (watershed, regional, and local) to limit increasing flood risk. FAU will collect the necessary data to be able to generate the mapping products needed for watershed master planning activities.

DELIVERABLE: Chapters 1 and 2 of the Watershed plan

Task 2 - Policy Documentation for HUCs

A Watershed Master Plan should be cognizant of applicable regulatory guidelines, ordinances, and public policies that relate to water management within the study area. It is important that the WMP identify the control actions, management practices, and regulations as well as the agencies that have authority and jurisdiction, as applicable to the study area. These will include regulatory standards for new development such that peak flows and volumes are sufficiently controlled and regulations that prohibit development, alteration, and modification of existing natural channels are in place. The universe of existing regulations includes federal, state, tribal, regional, and local rules. FAU with assistance from the communities in the study area will identify the necessary documents including the Local Mitigation Strategy (LMS) plan and previous CRS credit reviews, as well as minimum flows and levels and flow volumes, as applicable.

DELIVERABLE: Chapter 3 of the Watershed plan

Task 3 - Risk Models for HUCS

Modeling and assessment of vulnerability focused on the combination of a high water table, low soil storage, heavy rains, flat topography, and impervious conditions that can lead to localized nuisance flooding events. Modeling at the screening level is needed to identify areas of the watershed that are at risk. FAU will use a screening tool to identify regions with elevated risk of inundation based on multiple collected datasets and hydrological modeling. The screening tool utilizes topographic data from various sources, water table elevations, tidal information for coastal areas obtained from the NOAA Current & Tides website, soil maps obtained from the USDA, and other key datasets. Figure 2.1 shows how the GIS layers interface in the tool, and how they are combined for spatial analysis. The model chosen for this screening tool is Cascade 2001, which is a multi-basin hydrologic/hydraulic routing model developed by the South Florida Water Management District. The model permits the investigator to analyze different storm events and flooding scenarios. The following data layers collected during Task 1 activities are processed to develop the input files for Cascade 2001.

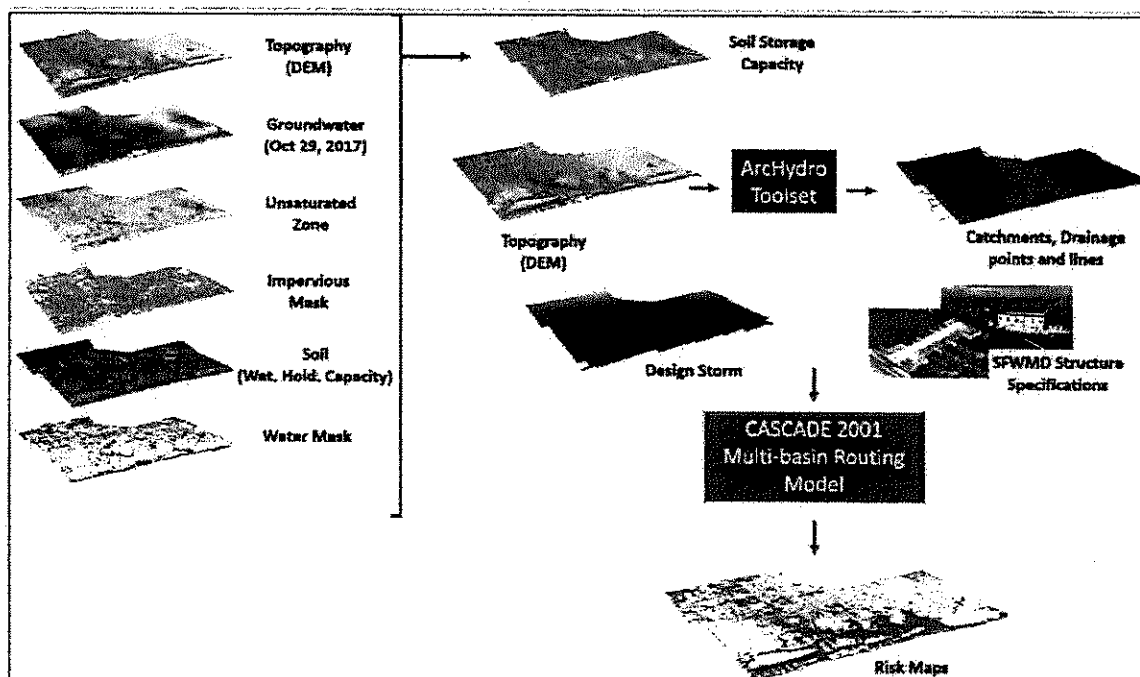


Figure 2.1. Screening tool methodology for creating flood risk maps

FAU will conduct map development activities that address the required design storms including 5-, 10-, 25- and 100-year floods, plus the 3-day, 25-year storm event, with 1, 2, 3, 4 and 5 ft of sea level rise and king tides, as applicable. At a minimum, the modeling and WMP must include 10-, 25- & 100-year storm events—or model sea level rise—to receive credit through CRS element 452.b. Note that understanding build-out and the impacts build-out has on drainage are factors that must be considered in modeling which must come from the underlying local communities. This is the watershed master planning assessment.

DELIVERABLE: Chapter 4 of the Watershed plan with all applicable modeling scenarios for the HUC and relationship to involved HUCs; drilldown to community issue modeling

Task 4- Identifying Critical Areas/Solutions in the HUCs

Once areas at risk have been identified in the watershed master planning assessment, Task 4 is designed to identify potential mitigation measures to improve community resilience and flood protection. The process starts with narrowing down the feasible engineering alternatives using threshold criteria and quantifiable selection criteria that include measures of effectiveness, cost, and added benefit to the community. At the center of these planning efforts should also exist the provision for an adequate drainage system, designed to accommodate an increased volume of water and/or increased peak flows. Current capital plans, stormwater master plans, capital projects etc. will be identified. Local governments have these documents which will be secured in Task 2.

For this document, 35 solutions referred to as the “Periodic Table” menu of green and grey infrastructure technologies (Figure 2.2) will be referenced as applicable. Improvements like pump stations, changing weir elevations, larger pipes and coastal sea walls are major hardening efforts that can be modeled in Cascade 2001.

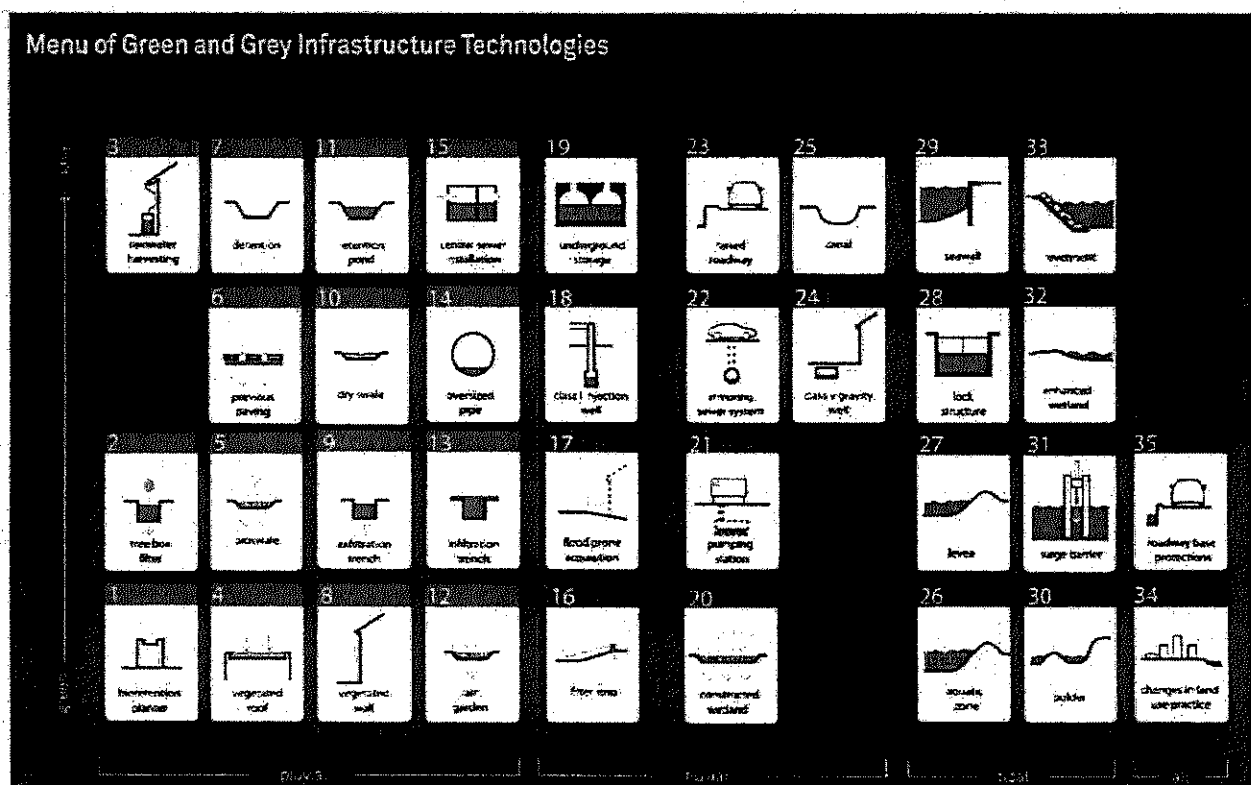


Figure 2.2. "Periodic table" menu of green and grey infrastructure technology options. The menu is organized to address various flooding types, from *pluvial* (rainfall and runoff mitigation in upland areas), *fluvial* (runoff, high ground water, and surface water management in low-lying flood prone areas), *tidal* (flooding associated with storm surge, high ground water, and tidally influenced), and *all* (applies across the spectrum).

DELIVERABLE: Update and completion of Chapter 4 and Chapter 5 of the Watershed plan with applicable modeling scenarios for the HUC

Task 5- Action Plan

The key components of the implementation phase are: 1) the implementation team, 2) information/education, 3) capital improvement projects, 4) maintenance, 5) monitoring, and 6) evaluation and adjustments. A watershed implementation team made up of key stakeholder partners from the planning team, particularly those whose responsibilities include making sure tasks are being implemented, reviewing monitoring data, ensuring technical assistance in the design and installation of management measures, finding new funding sources, and communicating results to the public.

DELIVERABLE: Chapter 6 of the Watershed plan – this should complete the planning document

Task 6 – Submit Draft Plan to Staff for Review

FAU will submit the draft WMP to staff for review and comments. Feedback will be addressed in a timely fashion, prior to Task 7.

DELIVERABLE: Delivery and receipt of comments from staff of the planning document

Task 8-Update CRS submission

Staff w FAU
support

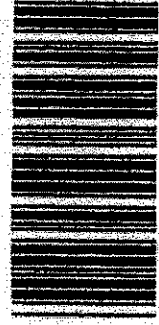
Task 9- Commission Approval

Staff w FAU
support



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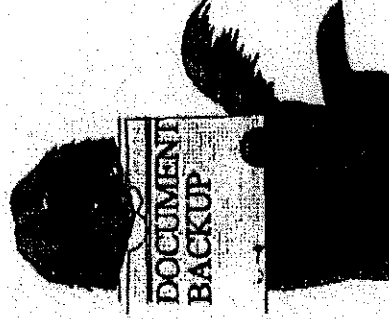


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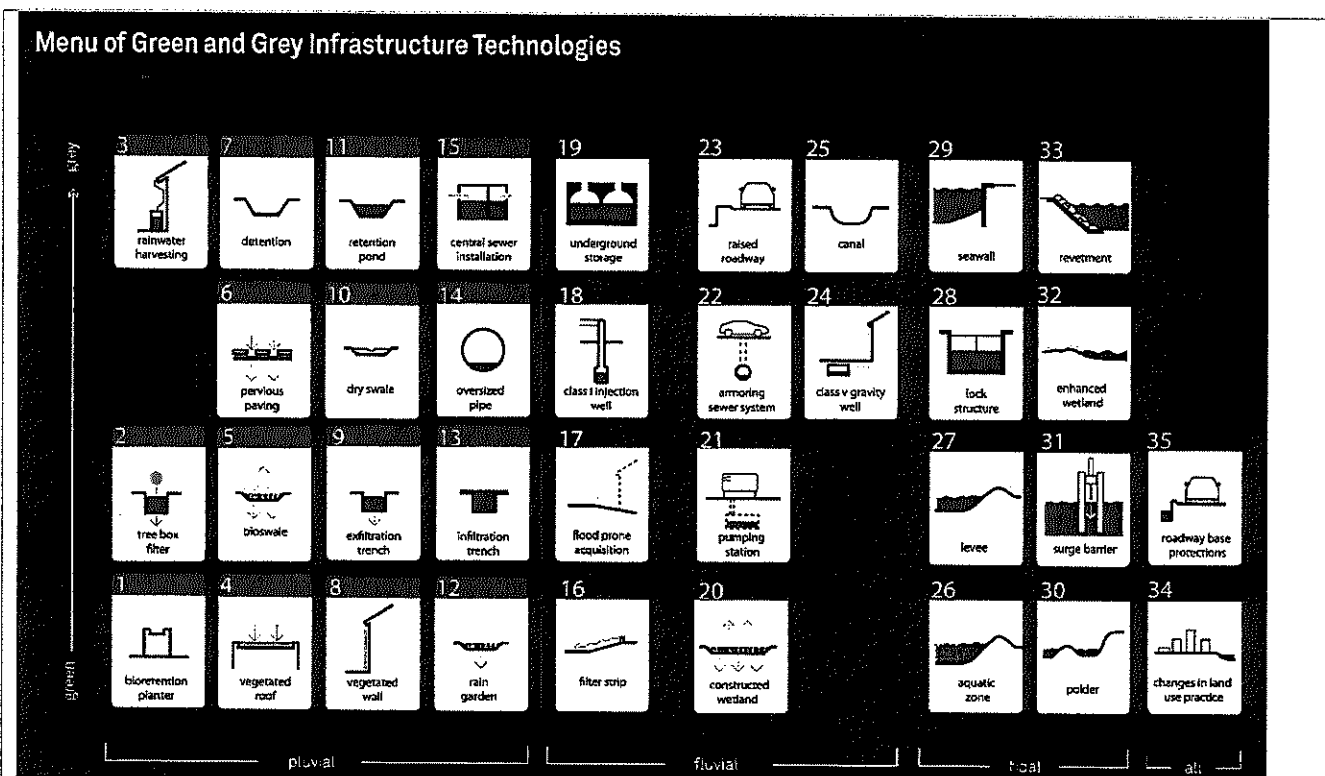


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