

MEMORANDUM OF UNDERSTANDING

AMONG

THE CITY OF TAMPA; HILLSBOROUGH COUNTY; PINELLAS COUNTY; HERNANDO COUNTY, POLK COUNTY; AND PASCO COUNTY

This Memorandum of Understanding (“MOU”) is made and entered into this ____ day of _____, 2023, by and among the City of Tampa (“City”), municipal corporation organized and existing under the laws of the State of Florida; Hillsborough County, a political subdivision of the State of Florida; Pinellas County, a political subdivision of the State; Hernando County, a political subdivision of the State; Polk County, a political subdivision of the State; and Pasco County, a political subdivision of the State by and through its Board of County Commissioners (hereinafter collectively referred to as “Jurisdictions”).

WITNESSETH:

WHEREAS, Post Disaster Redevelopment Plans (“PDRP”) serve a critical role in reducing a community’s vulnerability to disasters in that they identify policies, operational strategies, and roles and responsibilities for implementation that guide decisions that affect long-term recovery and redevelopment of the community after a disaster; and

WHEREAS, PDRP’s emphasize seizing opportunities for hazard mitigation and community improvement consistent with the goals of the local comprehensive plan and with full participation of the citizens; and

WHEREAS, recovery topics addressed in a PDRP include sustainable land use, housing repair and reconstruction, business resumption and economic redevelopment, infrastructure restoration and mitigation, long-term health and social services support, environmental restoration, financial considerations, and short-term recovery actions that affect long term redevelopment as well as other long-term recovery issues identified by the community; and

WHEREAS, the City was awarded \$1,334,811.00 through the U.S. Department of Homeland Security and the Regional Catastrophic Prepared Grant Program (Grant No.EMA-2022-CA-00028 attached hereto as Exhibit A) for the City to act as the lead agency in order to develop a PDRP for each Jurisdiction in addition the development of an overarching regional plan created in partnership with each Jurisdiction (“PDRP PROJECT “); and

WHEREAS, as a condition of this award, the City must contribute a cost match in the amount of \$100,000.00 of non-Federal funds, or 7 percent of the total approved projected costs of \$1,434,811.00; and

WHEREAS, the budget, travel reimbursement and staff time reimbursement amounts for the PDRP Project is \$1,434,811.00 as described in the Budget Detail Worksheet attached hereto as Exhibit B.

WHEREAS, it is necessary to enter into this MOU in order for the parties to set forth their relationships concerning the PDRP Project funded through the Regional Catastrophic Grant Program.

I. PURPOSE

The project intends to increase the resiliency and reduce long-term vulnerabilities for the Tampa Bay region by developing a PDRP for each individual partnering Jurisdiction. The proposed activities to accomplish this are described below:

- a. Select a consultant to facilitate project endeavors.
- b. Identify a project team.
- c. Perform research and analysis.
- d. Develop strategies and actions.
- e. Draft a PDRP for each Jurisdiction.
- f. Ensure adoption of plans by Jurisdictions.

II. CONSULTANT SELECTION

This project will require a consultant to facilitate the completion of activities for each participating Jurisdiction. The consultant will be selected through a request for proposal process developed by all participating Jurisdictions. Each Jurisdiction will designate one local official to serve on the PDRP consultant selection committee. After the PDRP consultant selection committee reviews all proposals, the consultant that is the most qualified to meet the goals of the PDRP Project will be selected by a simple majority vote. The consultant will be expected to work directly with each individual Jurisdiction to facilitate the completion of project activities.

III. PROJECT TEAM

After selection of a consultant pursuant to Paragraph II above, each participating Jurisdiction will designate a local official who is staff member of the Jurisdiction's emergency management team to serve as a PDRP Coordinator. This designee will determine the appropriate structure to gain stakeholder participation. Stakeholder membership should be chosen to represent a wide spectrum of the community, thereby gaining local expertise on all aspects of disaster impacts.

The stakeholder group, its membership, and its responsibilities should be formalized through resolution or association to a previously adopted group.

IV. RESEARCH AND ANALYSIS

Each Jurisdiction will conduct a capacity assessment by reviewing local plans and programs; and assessing available resources. This review will provide a basis for assessing the community's ability to implement a recovery plan and identify any potential gaps in capacity. This initial review also gives the project team the opportunity to collect required information and analysis from existing sources, which will prevent duplication of research. This data will be utilized to develop a vulnerability analysis to provide estimations of disaster scenario impacts that would affect long-term redevelopment.

V. STRATEGIES AND ACTIONS

Utilizing the vulnerability analysis, the Jurisdiction will develop a set of strategies and actions to address each issue. Identified actions should have a lead organization assigned responsibility for implementation. If a representative of the organization participates in developing the action and volunteers to be the lead in implementing it, then that action has a much greater chance of being adopted in the final PDRP and ultimately being implemented.

VI. MEASUREMENT OF SUCCESS

Success of this project will be measured by the creation of a PDRP plan for each participating Jurisdiction, and the adoption of said plan by the Jurisdiction's governing body.

VII. DURATION

This MOU shall remain in effect until it is terminated in writing (to include electronic mail and facsimile). All participating Jurisdictions agree that no Jurisdiction shall withdraw from the Project Team without providing ninety (90) days written notice to other participating Jurisdictions.

VIII. MODIFICATIONS

This MOU may be modified at any time by written consent of all participating Jurisdictions. Modifications shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating Jurisdiction.

IX. AUTHORIZATION

The execution of this Agreement has been duly authorized by both the City and the Jurisdictions to work collectively toward the goals of this MOU.

X. COUNTERPARTS

This MOU may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same MOU.

IN WITNESS WHEREOF, this Agreement is executed by the City as of the date first above written.

CITY OF TAMPA

A Municipal Corporation Organized and Existing under the Law of the State of Florida

By: _____

ATTEST:

APPROVED AS TO FORM:

By: _____

Justin R. Vaske, Senior Assistant City Attorney

Print Name: _____

Title:

EXECUTED IN COUNTERPARTS.

IN WITNESS WHEREOF, this Agreement is executed by the County as of the date first above written.

HILLSBOROUGH COUNTY

A Political Subdivision of the State of Florida

By: _____

APPROVED AS TO FORM:

ATTEST:

Assistant County Attorney

By: _____

Print Name: _____

Title: _____

EXECUTED IN COUNTERPARTS.

IN WITNESS WHEREOF, this Agreement is executed by the County as of the date first above written.

PINELLAS COUNTY

A Political Subdivision of the State of Florida

By: _____

ATTEST:

APPROVED AS TO FORM:

By: _____

Assistant County Attorney

Print Name: _____

Title: _____

Executed in Counterparts

IN WITNESS WHEREOF, this Agreement is executed by the County as of the date first above written.

PASCO COUNTY

A Political Subdivision of the State of Florida

By: _____

ATTEST:

APPROVED AS TO FORM:

By: _____

Assistant County Attorney

Print Name: _____

Title: _____

Executed in Counterparts

IN WITNESS WHEREOF, this Agreement is executed by the County as of the date first above written.

POLK COUNTY

A Political Subdivision of the State of Florida

By: _____

APPROVED AS TO FORM:

Assistant County Attorney

ATTEST:

By: _____

Print Name: _____

Title: _____

Executed in Counterparts

IN WITNESS WHEREOF, this Agreement is executed by the City as of the date first above written.

COUNTY OF HERNANDO

A Political Subdivision of the State of Florida

By: _____

ATTEST:

APPROVED AS TO FORM:

Kyle J. Benda

Assistant City Attorney

By: _____

Print Name: _____

Title: _____

EXECUTED IN COUNTERPARTS.

Exhibit A

Attach Grant No.EMA-2022-CA-00028

U.S. Department of Homeland Security
Washington, D.C. 20472



Taylor Dillon
City of Tampa
306 E Jackson St
Tampa, FL 33602 - 5208

Re: Grant No.EMA-2022-CA-00028

Dear Taylor Dillon:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2022 Regional Catastrophic Preparedness Grant Program has been approved in the amount of \$1,334,811.00. As a condition of this award, you are required to contribute a cost match in the amount of \$100,000.00 of non-Federal funds, or 7 percent of the total approved project costs of \$1,434,811.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2022 Regional Catastrophic Preparedness Grant Program Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

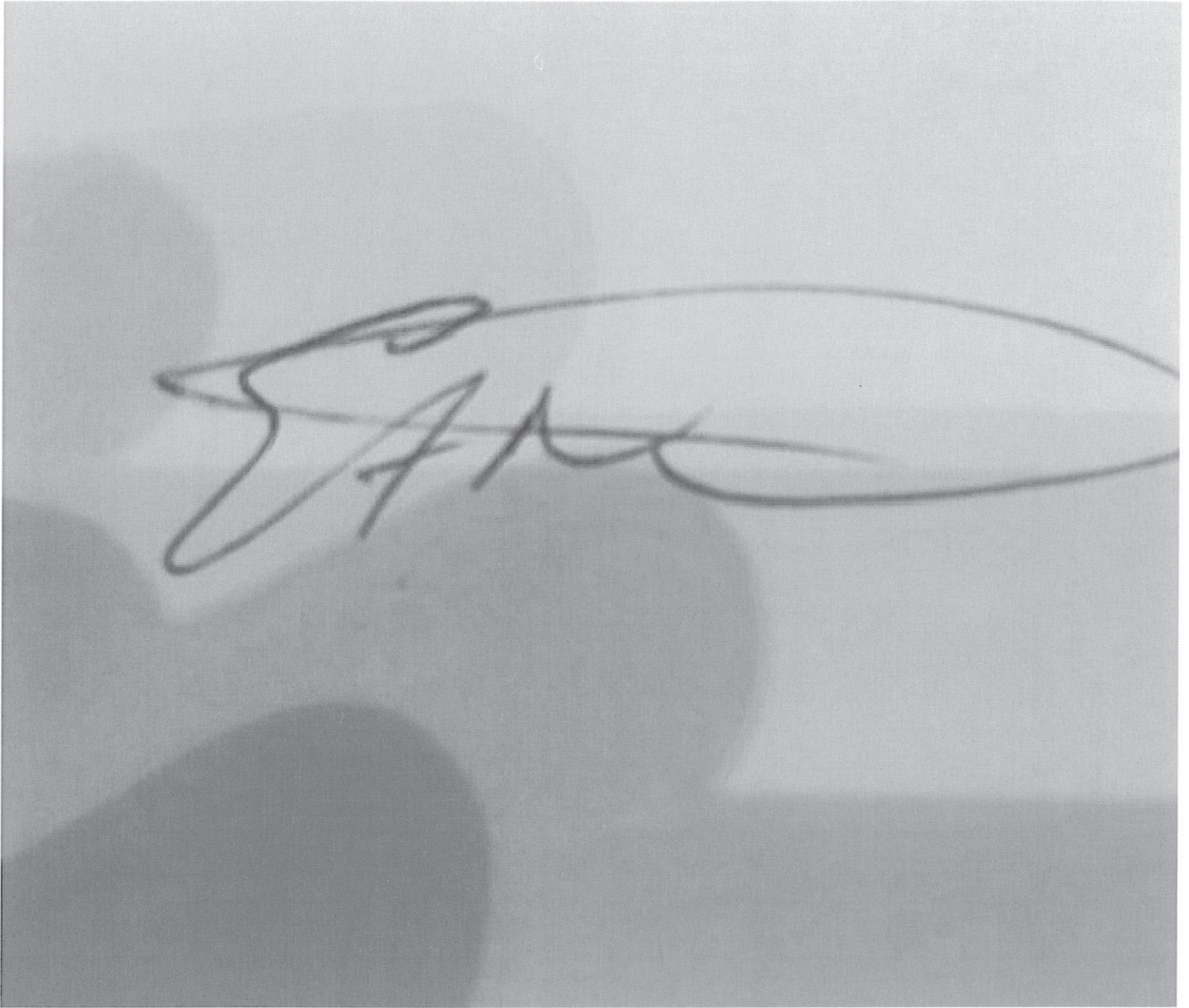
Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, Unique Entity Identifier (UEI) number, EIN and banking information. Please ensure that the UEI number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.



ELTON ANDREW NEWTON

U.S. Department of Homeland Security
Washington, D.C. 20472



AGREEMENT ARTICLES
Regional Catastrophic Preparedness Grant Program

GRANTEE: City of Tampa
PROGRAM: Regional Catastrophic Preparedness
Grant Program
AGREEMENT NUMBER: EMA-2022-CA-00028-S01

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Article I - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article II - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article III - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article IV - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article V - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VI - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article VII - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article VIII - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article IX - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin,

be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article X - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XI - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XII - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XIII - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XIV - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XV - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVI - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XVII - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XVIII - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XIX - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XX - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXI - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXII - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXIII - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXIV - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXV - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVI - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social

services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXVII - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXVIII - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXIX - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXX - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXI - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXII - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXIII - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXIV - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. *See also* Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

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

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

(a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

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

There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at "[Buy America](#)" Preference in FEMA Financial Assistance Programs for Infrastructure | [FEMA.gov](#). For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#).

Article XXXV - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXVI - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXXVII - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Article XLV - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLVI - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XLVII - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article XLVIII - Funding Hold: Additional Information Required

FEMA has placed a funding hold on this award, and \$1,334,811 is on hold in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down the funds associated with the Tampa Bay Regional Post-Disaster Redevelopment Plan. To release the funding hold, [the recipient must provide a detailed cost breakdown and justification for the project listed above. FEMA will rescind the funding hold upon its review and approval of the detailed cost breakdown and justification.

For additional information about this funding hold, please contact Mr. Holly Hollingsworth, Program Analyst, at Holly.Hollingsworth@fema.dhs.gov or Valerie Rodney, Grants Management Specialist, at Valerie.rodney@fema.dhs.gov,

BUDGET COST CATEGORIES

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00

Contractual	\$0.00
Construction	\$0.00
Indirect Charges	\$0.00
Other	\$0.00

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XXXVIII - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XXXIX - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XL - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLI - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLII - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. In order to initiate EHP review of your project(s), you must submit a detailed project description along with supporting documentation. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLIII - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLIV - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMA-2022-CA-00028-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. N/A	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX04587N2022T
6. RECIPIENT NAME AND ADDRESS City of Tampa 306 E Jackson St Tampa, FL, 33602 - 5208	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646		8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603	
9. NAME OF RECIPIENT PROJECT OFFICER Taylor Dillon	PHONE NO. 8132748572	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov		
11. EFFECTIVE DATE OF THIS ACTION 09/28/2022	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD From: 10/01/2022 To: 09/30/2025 Budget Period 10/01/2022 09/30/2025	

1 5. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX- XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON- FEDERAL COMMITMENT
Regional Catastrophic Preparedness Grant Program	97.111	2022-FA-GN10-P410- -4101-D	\$0.00	\$1,334,811.00	\$1,334,811.00	See Totals
			\$0.00	\$1,334,811.00	\$1,334,811.00	\$100,000.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.

N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Regional Catastrophic Preparedness Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) ,	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)  ELTON ANDREW NEWTON,	DATE Wed Sep 28 15:33:36 GMT 2022

Exhibit B

Budget Detail Worksheet

Match: City match of \$100,000 is comprised of \$10,000 travel reimbursements and \$90,000 in-kind staff time

Grant Funds: The total grant funds are all for contractual services

Budget

Budget Detail Worksheet									
Planning Activities									
Name/Description	Costs								
	Personnel	Fringe	Contractual	Travel	Conf.	Supplies	Other	Indirect	Total
Contractors for VA and Regional Guidebook	\$-	\$-	\$1,334,811	\$-	\$-	\$-	\$-	\$-	\$1,334,811
Travel Reimbursement for participating staff	\$-	\$-	\$-	\$10,000	\$-	\$-	\$-	\$-	\$10,000
Participating staff time	\$90,000	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$90,000
Planning Total:	\$90,000	\$-	\$1,334,811	\$10,000	\$-	\$-	\$-	\$-	\$1,434,811
Total Project Costs									
Person	Fringe	Contractual	Travel	Co	Supply	Other	Indirect	Total	
\$90,000	\$-	\$1,334,811	\$10,000	\$-	\$-	\$-	\$-	\$1,334,811	

Budget Narrative

The proposed budget for this project is as follows:

Personnel: Various staff from each participating entity will participate in the program and contribute time to the development of the PDRP and Regional Disaster Recovery Guidebook. Participating staff from entities include Emergency Management Personnel, Planners, Housing Specialists, Neighborhood and Community Coordinators, Facilities and Logistics Staff, Resilience and Sustainability Coordinators, and other essential staff. The City of Tampa will host monthly team meetings with partners to discuss progress towards meeting milestones and deliverables. Team members will maintain communication through email and Microsoft Teams in between meetings. Project team members will share documents in cloud-based platform to allow for timely review. **Cost: \$90,000 (\$30,000/year)**

Contractual: The City of Tampa will, in collaboration with participating entities, develop the scope of work for the Vulnerability Analyses at the local level with a lens of social vulnerability and equity. The scope of work will go out to competitive bid and the participating entities will form a review and selection committee with equal representation to select the winning bidder. The selected bidder(s) will receive a purchase order with specific deliverables and tasks to perform. The City of Tampa will also competitively hire a contractor to assist with the Regional Disaster Recovery Guide and selection will be through the participating entity committee. **Cost: \$200,000 per vulnerability analysis (4 entities) and \$200,000 for the Regional Guidebook**

Travel: Travel costs are included for travel to and from meetings. The meetings will be held alternating throughout the region so that each entity will sponsor meetings in their local jurisdiction. As the travel will be in the Tampa Bay area, the travel costs will primarily be automobile and reimbursed with proper documentation at the GSA rates.

Sustainment Plan: The City of Tampa and regional partners are dedicated to sustaining the capabilities built from this funding after the grant funds and period of performance expires. Each regional partner will dedicate general funds and pursue additional grant funding based on the final PDRP. The PDRP will include recommendations for long-term actions in various sectors such as housing, infrastructure, and environmental restoration which will be implemented using Capital Improvement Program funds, Housing funds (general fund and HUD), Sustainability and Resilience funds (general funds and grantors such as EPA, FDEP, TBERF, etc.) and other grant funding programs such as BRIC and HMGP.

Grants Management Ability: The City of Tampa has a portfolio of more than \$180M in Federal, Federal pass-through, State, and private grants. These grants are successfully administered on time and in compliance with the award agreement and reporting requirements. The City has no findings from our A-133 Audit. The City employs a grants management and compliance team of 20 staff tasked with completing grant reporting, compliance, accounting, and audit reviews. Internal controls are overseen by the internal audit department and independent auditors for compliance as required by Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), and Chapter 10.550, Rules of the Auditor General. The City of Tampa's ERP system is Oracle, which maintains all financial, employment and purchasing data. All grants are assigned a unique Award Number and each agency is assigned a Project Number which further delineates budgets, expenditures, and encumbrances by Tasks and Accounts, preventing comingling. The internal control that is used to protect information is embedded with the design of the system. For example, the validity of contractors is verified, prior to input into the system, by the Purchasing Department obtaining and checking current W9s as well as SAM disbarment and excluded parties.