



STATE OF FLORIDA

# DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis  
Governor

Kevin Guthrie  
Director

August 24, 2022

Mr. Chris Byrne  
Incident Commander  
50 Bald Eagles Drive  
Marco Island, Florida 34145

**Re: 4337-112-R Mod #4, City of Marco Island**

Dear Mr. Byrne:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract modification number four (#4) (Contract #H0241) between City of Marco Island and the Division of Emergency Management.

Please email all Requests for Reimbursement (Attachment D) to the project manager at [Andrea.Font-Rosado@em.myflorida.com](mailto:Andrea.Font-Rosado@em.myflorida.com). The Project Manager for this contract is:

Andrea Font-Rosado, Project Manager  
Florida Division of Emergency Management  
2555 Shumard Oak Blvd,  
Tallahassee, Florida 32399

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Andrea Font-Rosado at (850) 692-8949.

Respectfully,

Laura Dhuwe

Digitally signed by Laura Dhuwe  
DN: cn=Laura Dhuwe, o=DEM,  
ou=Mitigation,  
email=Laura.Dhuwe@em.myflorida.co  
m, c=US  
Date: 2022.08.24 10:47:05 -04'00'

Laura Dhuwe  
Bureau Chief, Mitigation  
State Hazard Mitigation Officer

Enclosure

Contract Number: H0241  
Project Number: 4337-112-R

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

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This Modification Number Four is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and City of Marco Island ("the Sub-Recipient") to modify Contract Number H0241, dated November 8, 2019 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of \$1,516,829.10, in Federal Funds; and

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

WHEREAS, the Agreement expired on August 31, 2022; and

WHEREAS, the Division and the Sub-Recipient desire to reinstate the Agreement, to extend the terms of the Agreement, and decrease the Federal Funding by \$1,005,000.00 under the Agreement.

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

1. The Agreement is hereby reinstated and extended as though it had never expired.
2. Paragraph 8 of the Agreement is hereby amended to read as follows:  
**(8) PERIOD OF AGREEMENT**  
This Agreement shall begin November 8, 2019 and shall end August 31, 2023, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.
3. The Agreement is amended to decrease the Federal Funding by \$1,005,000.00, for the maximum amount payable under the Agreement to \$ 511,829.10 (Five Hundred Eleven Thousand Eight Hundred Twenty-Nine Dollars and Ten Cents).
4. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 4<sup>th</sup> Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
5. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
6. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.
7. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

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

**SUB-RECIPIENT: CITY OF MARCO ISLAND**

By: Michael A. McNees

Name and Title: Michael A. McNees, City Manager

Date: 8-18-22

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

By: Laura Dhuwe

Digitally signed by Laura Dhuwe  
DN: cn=Laura Dhuwe, o=DEM, ou=Mitigation,  
email=Laura.Dhuwe@em.myflorida.com, c=US  
Date: 2022.08.24 10:46:48 -04'00'

Name and Title: Kevin Guthrie, Director

Date: 24-AUG-2022



**Attachment A**  
**(4<sup>th</sup> Revision)**  
**Budget and Scope of Work**

**STATEMENT OF PURPOSE:**

The purpose of this Scope of Work is to provide protection to the Source Water Facility, in Naples, Collier County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-112-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency generator system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, City of Marco Island, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

**PROJECT OVERVIEW:**

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide backup power to the two pump stations that support the Source Water Facility located at 7130 Collier Boulevard, Naples, Florida 34114.

The HMGP project shall provide protection by purchasing and installing two (2) permanent diesel backup pumps sized to accommodate a design flow capacity of 4,300 and 3,800 gallons per minute (GPM), or the adequate sizes as determined by the vendor and/or an engineer during the bid process to appropriately support the Main Raw Water and the Lake Transfer Pump Stations, respectively, including a 425 horsepower (Hp) and a 90 horsepower (Hp) diesel engine, construction of new elevated engine bases and engine mounting frames, and modification of the existing piping, as needed, to accommodate the fit of the new backup pumps and diesel engines. The permanent backup pumps and diesel engines shall be enclosed with engineered steel cages, designed with metal mesh openings for ventilation and mesh access doors on all vertical sides. Additionally, the project includes purchasing and installing a permanent 50 kW diesel generator, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the system's monitoring panel located onsite in the Main Raw Water building. The generator includes an integrated fuel tank and associated piping. An automatic transfer switch shall be installed, and a concrete slab for the new generator shall be constructed. The City of Marco Island Source Water Facility supplies fresh water for treatment and distribution to the City of Marco Island service area. The facility has a backup main raw water pump and a backup lake transfer pump that deliver water to the City's system, as needed, during power outages. The existing pumps only provide 25% of the needed water pumping capacity; therefore, replacing these pumps with new, more efficient pumps with new impellers and greater capacity, shall maintain full water flow capacity to support the operation of this critical facility during future power outage events.

The generator and all components shall be protected against a 500-year flood event by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Location	Coordinates
1)	Main Pump	(26.065804, -81.694181)
2)	Lake Pump	(26.065740, -81.693704)
3)	Generator	(26.065733, -81.693981)



## **TASKS & DELIVERABLES:**

### **A) Tasks:**

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

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

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

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

- a) Copy of permit(s), notice of commencement.



- b) Local Building Official Inspection Report and Final Approval.
  - c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.
  - d) Signed and Sealed copy of the As-built plans, as applicable.
  - e) Certified Letter of Completion, as applicable:
    - 1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
    - 2. Certifying Compliance with all applicable codes.
  - f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
  - g) Verification letter or documentation showing the generator, pumps, and electrical components are protected to the 500-year (0.2% annual chance) flood elevation.
  - h) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

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

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

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

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless



contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

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

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

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

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

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

#### **B) Deliverables:**

Mitigation Activities consist of providing protection to the Source Water Facility, located at 7130 Collier Boulevard, Naples, Florida 34114, by purchasing and installing two (2) permanent diesel backup pumps and a permanent 50 kW diesel generator.

The generator and all components shall be protected against a 500-year flood event by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

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



**PROJECT CONDITIONS AND REQUIREMENTS:**

**C) Engineering:**

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit a final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.
- 4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
- 5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
- 6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 7) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

**D) Environmental:**

- 1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.
- 2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA, but done substantially at the same time) shall require resubmission to the Division and FEMA for reevaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
- 3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
- 4) The generator, pumps, and electrical components are supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. The Sub-Recipient must submit documentation to the State documenting which protective option they selected.
- 5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

**E) Programmatic:**



- 1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
- 8) Special Conditions required on implementation of project:
  - a) **EO CONDITION:** The generator is supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. The Sub-Recipient must submit documentation to the State and FEMA documenting compliance with this condition. **Source of condition:** Executive Order 11988 - Floodplains **Monitoring Required: No.**
- 9) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.
  - a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.
  - b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
  - c) SRMC cannot exceed 5% of the total project costs awarded.
  - d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
  - e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.
  - f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4337-112-R**. It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on May 29, 2019; this Agreement was executed on November 8, 2019; and the Period of Performance for this project shall end on **August 31, 2023**.

**F) FINANCIAL CONSEQUENCES:**

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

**SCHEDULE OF WORK**

State Contracting:	6 Months
Construction Plan/Technical Specifications:	11 Months
Bidding / Local Procurement:	6 Months
Permitting:	6 Months
Construction / Installation:	8 Months
Local Inspections / Compliance:	6 Months
State Final Inspection / Compliance:	5 Months
Closeout Compliance:	3 Months
<b>Total Period of Performance:</b>	<b>51 Months</b>

**BUDGET****Line Item Budget\***

	<b>Project Cost</b>	<b>Federal Cost</b>	<b>Non-Federal Cost</b>
Materials:	\$390,000.00	\$292,500.00	\$97,500.00
Labor:	\$190,000.00	\$142,500.00	\$47,500.00
Fees:	\$80,000.00	\$60,000.00	\$20,000.00
<b>Initial Agreement Amount:</b>	<b>\$660,000.00</b>	<b>\$495,000.00</b>	<b>\$165,000.00</b>
***Contingency Funds:	\$0.00	\$0.00	\$0.00
<b>Project Total:</b>	<b>\$660,000.00</b>	<b>\$495,000.00</b>	<b>\$165,000.00</b>
<b>****SRMC</b>			
SRMC:	\$16,829.10	\$16,829.10	
<b>SRMC Total:</b>	<b>\$16,829.10</b>	<b>\$16,829.10</b>	

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

**\*\*\* This project has an estimated \$0.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release,



contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

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

\*\*\*\* **Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$16,829.10 in Federal funding.** Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

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

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

#### Funding Summary Totals

Federal Share:	\$495,000.00	(75.00%)
Non-Federal Share:	\$165,000.00	(25.00%)
<b>Total Project Cost:</b>	<b>\$660,000.00</b>	<b>(100.00%)</b>
<hr/>		
SRMC (100% Federal)	\$16,829.10	

- 1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
- 8) Special Conditions required on implementation of project:
  - a) **EO CONDITION:** The generator is supporting a critical action and must be protected to the 500-year (0.2% annual chance) flood elevation. The Sub-Recipient must submit documentation to the State and FEMA documenting compliance with this condition. **Source of condition:** Executive Order 11988 - Floodplains **Monitoring Required: No.**
- 9) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.
  - a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.
  - b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
  - c) SRMC cannot exceed 5% of the total project costs awarded.
  - d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
  - e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.
  - f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4337-112-R**. It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on May 29, 2019; this Agreement was executed on November 8, 2019; and the Period of Performance for this project shall end on **August 31, 2023**.



## **RESOLUTION 19-41**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARCO ISLAND, FLORIDA, APPROVING THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT GRANT AGREEMENT FOR HAZARD MITIGATION GRANT PROGRAM PROJECT, 4337-112-R, SOURCE WATER FACILITY EMERGENCY GENERATOR; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Marco Island, Florida ("City Council") recognizes that the City of Marco Island, Florida ("City") is subject to natural and man-made disasters including hurricanes, tornadoes, floods, fires, and chemical releases, and faces potential loss of life and damages to property, natural resources, and the local economy; and

**WHEREAS**, the Federal Emergency Management Agency ("FEMA") and the Florida Department of Emergency Management ("FDEM") have made grant funds available for statewide comprehensive local hazard mitigation projects; and

**WHEREAS**, FEMA contributes up to 75% of the total amount approved under a grant award, the City as the applicant, is responsible for the remaining 25% local share; and

**WHEREAS**, communities with an adopted Local Mitigation Strategy will be entitled to apply for grant funding available through the Hazard Mitigation Grant Program ("HMGP"); and

**WHEREAS**, the Local Mitigation Strategy Working Group consists of employees and community members of Collier County and the City of Naples, Everglades City, and the City of Marco Island; and

**WHEREAS**, the Local Mitigation Strategy Working Group identified, and prioritized eight (8) mitigation initiatives proposed by City staff that would reduce local vulnerability to these identified hazards; and

**WHEREAS**, as approved by City Council, the City submitted HMGP projects to FDEM and FEMA for eight (8) mitigation initiatives that would reduce local vulnerability to these identified hazards; and

**WHEREAS**, FEMA and FDEM have awarded \$1,500,000.00 through the HMGP to the City for mitigation project, DR-4337-112-R, Source Water Facility Emergency Generator; and

**WHEREAS**, the City commits the local share funding match of \$500,000.00 towards the mitigation project.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARCO ISLAND, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are true and correct and incorporated herein.


**Section 2.** The City Council hereby approves the State of Florida Division of Emergency Management Grant Agreement # H0241 for Hazard Mitigation Project, DR-4337-112-R, Source Water Facility Emergency Generator.

**Section 3.** The City Council hereby authorizes the City Manager to execute the State of Florida Division of Emergency Management Grant Agreement # H0241 for Hazard Mitigation Project, DR-4337-112-R, Source Water Facility Emergency Generator.

**Section 4.** This Resolution shall take effect immediately upon its adoption.


**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARCO ISLAND, FLORIDA, THIS 7<sup>TH</sup> DAY OF OCTOBER 2019.**

**ATTEST:**

  
\_\_\_\_\_  
Laura M. Litzan, City Clerk

**CITY OF MARCO ISLAND, FLORIDA**

By:

  
\_\_\_\_\_  
Erik Brechnitz, Chairman

Approved as to form and legal sufficiency:

  
\_\_\_\_\_  
Alan L. Gabriel, City Attorney