THE GREATER MIAMI SPORTS COMMISSION, INC.
GRANT AGREEMENT

This Agreement is entered into between the Greater Miami Sports Commission, Inc d.b.a. FIFA World Cup 2026 Miami Host Committee (Miami Host Committee) and Broward County ("Subrecipient") and collectively with the Greater Miami Sports Commission, Inc. shall be referred to as the "Parties").

WHEREAS, the U.S. Department of Homeland Security ("DHS"), through the Federal Emergency Management Agency ("FEMA"), administers the FIFA World Cup Grant Program ("FWCGP"), Assistance Listing 97.160;

WHEREAS, the FWCGP grant program funding is passed through the State of Florida, Division of Emergency Management (FDEM), the State Administrative Agency, to the FIFA World Cup Grant Program Miami Planning Committee for the State of Florida to the Miami Host City Committee Task Force through the Greater Miami Sports Commission, Inc. for subaward to eligible entities;

WHEREAS, Broward County has been selected to receive funding to support safety and security operations associated with the FIFA World Cup.

NOW, THEREFORE, the Parties agree as follows:

I. SUBAWARD DOCUMENTS AND CONFLICT PRIORITIES. The following documents are hereby incorporated by reference into this Agreement:

A. This Agreement, and any amendments, executed by all parties.
B. Special Terms and Conditions for Broward County (Appendix A)
C. FY 2025 DHS Standard Terms and Conditions (Appendix B).
D. FEMA Preparedness Grants Manual (Appendix C)
E. FDEM Pass-Through Provisions (Appendix D).
F. Grant Administration Plan and Final Budget (Appendix E).

In the event of any inconsistencies or conflict between the terms of this Agreement and the FDEM Pass-Through Provisions, the FDEM Pass-Through Provisions shall control. Except as set forth in Section I.E above, any conflict of the foregoing documents shall be resolved by reliance upon the documents in the order listed above.

II. PURPOSE. The purpose of this Agreement is to establish a subrecipient relationship between the Greater Miami Sports Commission, Inc. and Subrecipient, whereby the Greater Miami Sports Commission, Inc. will provide grant funds to be used solely for operations and costs associated with hosting the 2026 FIFA World Cup as described in the Grant Administration Plan and Final Budget, Attachment E (the "Project") or, if authorized by the Greater Miami Sports Commission, Inc., as is otherwise consistent with this Agreement and its Attachments, the FIFA World Cup Grant Program (FWCGP), Assistance Listing 97.160 and any applicable federal regulations and lawful guidance issued by the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA).

III. **RECITALS.** The recitals listed on the first page of this Agreement shall be incorporated and construed as part of this Agreement.

IV. **TERM.** The term of this Agreement shall be from the date both Parties sign this Agreement (the "Effective Date") and shall include as the period of performance July 4, 2025 (the "Start Date") through July 31, 2026 (the "End Date"). Subrecipient shall have a continuing duty beyond the End Date to provide reports, as set forth in Section VIII, and retain records, as set forth in Section IX. The term of this Agreement is guided by the Greater Miami Sports Commission Inc's agreement with FDEM and extensions may be provided at the sole discretion of the Greater Miami Sports Commission, Inc. if or after the Greater Miami Sports Commission, Inc. receives an approved extension from FDEM and FEMA.

V. **GRANT FUNDS.**

A. In consideration of the covenants to be provided by Subrecipient, the Greater Miami Sports Commission, Inc. agrees to provide grant funds for the amount in section E below and shall constitute the up to maximum amount due by the Greater Miami Sports Commission, Inc. to Subrecipient under this Agreement.

B. Grant funds for the Project will be on a cost-reimbursement basis only. Reimbursement will be contingent upon the State of Florida's annual appropriation by the Legislature to FDEM and subject to any modification in accordance with either chapter 216, Florida Statues or the Florida Constitution and approval by FEMA.

C. The Greater Miami Sports Commission, Inc. is providing these grant funds to the subrecipient for the express purposes as set forth in this Agreement, its Attachments and any subsequent amendments. Allowable expenditures of grant funds are limited to those expenditures which are consistent with the FWCGP and this Agreement and any subsequent amendments.

D. Subrecipient shall comply with all applicable state and federal laws, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200), including, but not limited to, 2 CFR 200 and Subpart F (Audit), the provisions of this Agreement, and additional directions provided by the Greater Miami Sports Commission, Inc. or lawful guidance issued by the United States Department Homeland Security (DHS), Federal Emergency Management Agency (FEMA).

E. Grant Funds are awarded and displayed by project and budget categories:

Project Category	**Total Amount Awarded**
Overtime and Backfill costs	$124,068.00
Overtime for information, investigative, and intelligence sharing activities	$0
Critical emergency supplies	$0
Design, develop, conduct, and evaluate an exercise	$0

Training workshops and conferences	$0
Other Management and Admin	$6,203.40
Total Award	$130,271.40

Budget Category	**Total Amount Awarded**
Personnel	$0
Employee Related Benefits (ERE)	$0
Contractual	$130,271.40
Equipment	$0
Total Award	$130,271.40

VI. **FEDERAL AWARD.** The table below contains information required by 2 C.F.R 200.331(a)(1).

Subrecipient Information:	
Name of Entity:	Broward County
Address	1 North University Drive-Suite 3100A Plantation, FL 33324
Unique Entity Identifier (UEI-formally DUNS)	P62KF2SJJ237
Federally Approved Indirect Cost Rate (if applicable)	Not applicable
Grant/Award Information:	
Grant Award Number (issued by State Agency)	T0489
Modification/Amendment Number (if any)	N/A
Project Name/Description	Broward County FIFA Operating Assistance Providing public safety and security for officially sanctioned 2026 World Cup events in Miami
Project Code (if applicable)	N/A
Performance Start and End Dates (for subaward)	July 4, 2025 – July 31, 2026
Budget Period (if different than performance dates)	July 4, 2025 – July 31, 2026
Amount Obligated	$130,271.40
Total Grant/Award amount	$130,271.40
Research and Development Award Yes/No	No
Federal Award Information:	
Assistance Listing Title	FIFA World Cup Grant Program
Assistance Listing/CFDA Number	97.160
Federal Awarding Agency	U.S Homeland Security (DHS), Federal Emergency Management Agency (FEMA)
Federal Award Identification Number	EMW-2026-WC-05006
Federal Award Date (date awarded to Greater	03/18/2026

Miami Sports Commission, Inc)	
Pass-through Entity:	The Greater Miami Sports Commission, Inc
Contact Information for Awarding Official of Pass-through Entity:	Ashley Zohn AZohn@MiamiFWC26.com 305-205-7312

VII. COVENANTS OF SUBRECIPIENT. In consideration of the grant funds referenced in Section V, Subrecipient shall satisfy the covenants set forth in this Agreement. This shall include, but is not limited to, the following:

A. Use grant funds as described in the Grant Administration Plan and Final Budget

B. Adhere to the timeline in accordance with the Grant Administration Plan and Final Budget.

C. Obtain prior written approval from the Greater Miami Sports Commission, Inc. for changes in any budget category. The Subrecipient shall also request written approval from the Greater Miami Sports Commission, Inc. for changes in the scope or nature to the Project due to unforeseeable changes of circumstances.

D. Establish and maintain an accounting system in accordance with generally accepted accounting principles that ensures effective control over and accountability for all grant funds.

E. Maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

1. Accounting: including separation of duties, internal controls for transactions, documentation requirements to substantiate expenses and meets generally accepted accounting principles.
2. Procurement: including processes/standards that demonstrate principles of fair and open competition with evaluation of costs.
3. Conflict of Interest: including the process to identify and address any conflicts.
4. Grant program compliance/management: including systems, staffing and reporting.

The Greater Miami Sports Commission, Inc. reserves the right to review all business systems policies.

F. At the Great Miami Sports Commission, Inc's request, Subrecipient shall participate in calls and/or meetings as necessary to allow the Great Miami Sports Commission, Inc. to oversee the administration of the Project.

G. Permit the Greater Miami Sports Commission, Inc., as necessary, on-site office visits to monitor the progress of the Project. For the sake of clarity, nothing in this Section is intended to permit on-site visits to FIFA managed events or activities.

H. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits and desktop reviews by The Greater Miami Sports Commission, Inc staff, limited scope audits, and/or other procedures. The subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Greater Miami Sports Commission, Inc. In the event that determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by Greater Miami Sports Commission, Inc. to the subrecipient regarding such audit. In addition, Greater Miami Sports Commission, Inc. will monitor the performance and financial management by the subrecipient throughout the contract term to ensure timely completion of all tasks.

I. Not supplant grant funding for Project expenses where Subrecipient has received and utilized financial assistance for those same Project expenses from another local, state, or federal source that exceeds the need for financial assistance.

J. Comply with all other provisions set forth within this Agreement, the Attachments and any subsequent amendments.

K. Maintain an active registration with SAM.gov.

L. Attest the Subrecipient has read and understands the federal grant requirements laid out in 2 CFR 200.

M. Include all applicable and appropriate guidance, rules, regulations, and terms of this Agreement in any sub-award or contract entered into after the date of this Agreement funded by these grant funds.

N. Provide detailed accounting reports for all expenditures

O. The subrecipient shall comply with all applicable requirements, including:

1. FY 2026 FWCGP Notice of Funding Opportunity (NOFO) and all incorporated references
2. FEMA Award No. EMW-2026-WC-05006 Agreement Articles and Obligating Document
3. FDEM Agreement Number: T0489 Federally Funded Subaward and Grant Agreement
4. FY 2025 DHS Standard Terms and Conditions, v.3 (Apr. 18, 2025), with exceptions per Article 56 of the Award
5. 2 C.F.R. Part 200 — Uniform Administrative Requirements, Cost Principles, and Audit Requirements\
6. FEMA Preparedness Grants Manual (PGM) sections specifically referenced in the NOFO
7. Florida Single Audit Act, section 215.97, Florida Statutes
8. Build America, Buy America Act (BABAA) for any infrastructure activities
9. SAFECOM Guidance — for any emergency communications equipment

10. Prohibition on covered foreign UAS (Section 1825, American Security Drone Act of 2023)
11. Homeland Security Exercise and Evaluation Program (HSEEP) for all exercises.
12. All applicable information bulletins from FEMA once reviewed and provided by the Greater Miami Sports Commission, Inc.

VIII. REPORTING.

A. Reporting System: Subrecipient shall utilize the Miami Host Committee's reporting within the grants management system.

B. Sub-recipient agrees to submit timely progress and financial reports to the Greater Miami Sports Commission, Inc., so that the Greater Miami Sports Commission, Inc. can submit required timely and accurate progress and financial reports to FDEM and as outlined in the Appendix D. The Parties agree to work collaboratively to ensure reports to FDEM are complete, accurate, and timely.

C. Financial Reporting: Subrecipient shall provide monthly financial and narrative reports for the Project to the Greater Miami Sports Commission, Inc. detailing the use of the grant funds in such a way that are consistent with the Project as described in the Grant Administration Plan and Final Budget. Subrecipient's reports shall identify all grant funds remaining to be spent, Project progress and outcome of the Project. All financial reports and requests for reimbursement must include evidence of funding spent, to include but not limited to, invoices, documentation of funding spent, timecards, and expense transactions.

   i. 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, §1001 and Title 31, §§3729-3730 and 3801-3812)."

D. Programmatic Reporting: Subrecipients shall provide monthly programmatic reports for the Project tracking the following performance measures:

   a. Number of FWCGP-funded operational and overtimes hours
   b. Number of DHS/FEMA-sponsored and approved training sessions completed
   c. Number of HSEEP-compliant exercises completed

d. Number of FWCGP-funded Emergency Response Teams deployed to FIFA venues, hotels, and transportation hubs
e. Number of security incidents successfully managed or mitigated during World Cup events

E. Greater Miami Sports Commission, Inc. will review any request for reimbursement by comparing the documentation provided by the Subrecipient against a performance measure that clearly delineates:
   a. The required minimum acceptable level of service to be performed; and
   b. The criteria for evaluating the successful completion of each deliverable.

F. Reporting Schedule:

Report	Time Period	Report Due date
Report 1	July 4, 2025-May 31, 2026	June 8, 2026
Report 2	June 1 – June 30, 2026	July 8, 2026
Report 3 and Closeout	July 1- July 31, 2026	August 7, 2026

IX. **RECORD RETENTION.** Subrecipient shall create, maintain and preserve sufficient records to demonstrate their compliance with the requirements of this Agreement and the requirements under the FWCGP. Subrecipient shall provide such records to the Greater Miami Sports Commission, Inc. promptly upon written request by the Greater Miami Sports Commission, Inc. Such records shall be maintained not less than five (5) years from the date of submission of the final expenditure report, subject to the exceptions set forth in Appendix D, after the termination of this Agreement.

X. **DEFAULT.** The Greater Miami Sports Commission, Inc., in its discretion, may declare Subrecipient in default under this Agreement upon the occurrence any of the following:

A. Subrecipient's failure to complete the Project or apply the grant funds to the purposes as set forth in Section II of this Agreement.

B. Subrecipient's failure to use grant funds for the Project as described in the Grant Administration Plan and Final Budget.

C. Subrecipient's failure to timely provide reports for the Project and as required under Section VIII of this Agreement.

D. Subrecipient's failure to otherwise satisfy, in any manner, any of the other obligations of Subrecipient as set forth in Section VII or any other part of this Agreement and its Attachments, the Grant Administration Plan and Final Budget, or any subsequent amendments.

E. the Greater Miami Sports Commission, Inc. reserves the right to reject any use of the grant proceeds which it determines, in its sole and exclusive discretion, does not meet the criteria under the FWCGP, the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) guidelines and interpretations, both current and as may be amended and supplemented in the future, associated with disbursement of funds under the FWCGP.

In the event of a default under this Section, the Greater Miami Sports Commission, Inc. may provide Subrecipient with written notice of default and an opportunity to cure such default. If the default has not been resolved within thirty (30) days of the initial notice of default, then the Greater Miami Sports Commission, Inc., at its option, may terminate this Agreement and shall require any or all grant funds previously provided by the Greater Miami Sports Commission, Inc. be repaid by Subrecipient and/or not provide any remaining grant funds to Subrecipient.

XI. <u>TERMINATION</u>. The Greater Miami Sports Commission, Inc. may terminate this Agreement without cause for any reason, in whole or in part, upon thirty (30) days written notice before the End Date. The Greater Miami Sports Commission, Inc. may also terminate this Agreement for cause, in whole or in part, if Subrecipient has failed to comply with the conditions of this Agreement, the Grant Administration Plan and Final Budget, or subsequent amendments. FDEM Termination — Any or all terms of this Agreement may be suspended or terminated if FDEM suspends or terminates funding for the Project or the Greater Miami Sports Commission, Inc.'s agreement with FDEM. In such event, Subrecipient will not incur new obligations for the terminated portion of the Agreement after receiving notification of termination and shall cancel outstanding obligations to the extent possible.

XII. <u>REPAYMENT</u>. Subrecipient may be required to return grant funds in the case of default consistent with Section X or termination consistent with Section XI. The Greater Miami Sports Commission, Inc. reserves the right to determine the eligibility of the use of grant funds and shall reserve the right to take expended or unexpended funds back from the Subrecipient for those uses of said funds that are considered ineligible pursuant this Agreement, any subsequent amendments, and the Grant Administration Plan and Final Budgets and reallocate part or all of said funds prior to the End Date. If repayment is due to the Greater Miami Sports Commission, Inc, they must be made payable to Greater Miami Sports Commission, Inc. 220 Alhambra Circle, Suite 600, Coral Gables, FL 33134. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Greater Miami Host Committee and then to FDEM for collection, Subrecipient shall pay FDEM a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

XIII. <u>SUBJECT TO AVAILABILITY OF FUNDS</u>. This agreement is subject to the availability of funds in the FIFA World Cup Grant Program (FWCGP), as established and appropriated by the One Big Beautiful Bill Act.

XIV. <u>NOTICES</u>. All notices, demands, requests, approvals, reports, instructions, or other communications which may be required or desired to be given by either party shall be in writing and shall be made either by personal delivery, United States Mail, postage prepaid, or email. Properly addressed notice shall be presumed to be delivered on the third business day subsequent to the mailing date. If such notice is sent by email, notice shall be presumed to be received when sent.

A. Notices to the Greater Miami Sports Commission, Inc. shall be addressed as follows:
The Greater Miami Sports Commission, Inc.
Attn: Ashley Zohn, Director of Grants Management and Administration
Address: 220 Alhambra Circle, Suite 600, Coral Gables, FL 33134
Email: AZohn@MiamiFWC26.com

B. Notices to Subrecipient shall be addressed as follows:
Broward County
Attn: Sharon Jackson
Address: 1 North University Drive-Suite 3100A Plantation, FL 33324
Email: sharjackson@broward.org

XV. INDEPENDENT CONTRACTOR/SUBRECIPIENT. All parties hereto, in the performance of this Agreement, will be acting separately in their respective legal capacities and not as agents, employees, partners, joint venturers in a joint venture, or as associates of one another. Employees or agents of one party shall not be named or construed to be the employees or agents of the other party for any purpose whatsoever.

XVI. ASSURANCES. Subrecipient certifies that Subrecipient is an organization in good standing under the laws of the State of Florida, is not the subject of any ongoing or pending bankruptcy proceedings and does not intend to file for protection under the bankruptcy laws of the United States, has the legal authority to apply for federal funding under the FWCGP and is in compliance and will remain in compliance with all eligibility requirements and state and federal laws applicable to this grant funding.

XVII. SEVERABILITY. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

XVIII. ASSIGNMENT. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Greater Miami Sports Commission, Inc., Subrecipient and their respective permitted successors and assigns provided that this Agreement may not be assigned by Subrecipient without the express written consent of the Greater Miami Sports Commission, Inc.

XIX. WAIVER. In the event of breach of Agreement, or any provision thereof, the failure of the Greater Miami Sports Commission, Inc. to exercise any of its rights or remedies under this Agreement shall not be construed as a waiver of any such provision of the Agreement breached or as acquiescence in the breach. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity.

XX. MODIFICATIONS. Any amendment to this Agreement will not be effective without the express written agreement of all parties, except that in the event of changes in any applicable federal and state statutes, regulations, or guidance regarding the use of grant funds, this Agreement shall be deemed to be amended when the statutory requirements for use of grant funds are changed or when required to comply with any law or guidance so amended. Such deemed amendments shall be effective as of the effective date of the statutory or regulatory change or the date the guidance is issued.

XXI. INDEMNIFICATION. The Parties agree that where the Greater Miami Sports Commission, Inc. may rely upon the certification of the Subrecipient that such expenses for which Subrecipient shall use the grant proceeds meet the requirements of the FWCGP and where the Office of the Inspector General, or any other person, official, or department which is charged with the auditing and review of expenditures of these FWCGP funds determines that such use was not permitted under FWCGP, Subrecipient agrees to indemnify, reimburse and make whole the Greater Miami Sports Commission, Inc. for any funds which the United States Government or its agencies seeks to recoup or collect, either by litigation, or by withholding other federal funds owed to the Greater Miami Sports Commission, Inc. or the State of Florida. Subrecipient further agrees to indemnify, reimburse, or make whole the Greater Miami Sports Commission, Inc. or the State of Florida for any penalties associated with the federal government seeking to recoup the expended FWCGP funds which the Greater Miami Sports Commission, Inc. disbursed to Subrecipient. Unless Subrecipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, Subrecipient shall hold the Greater Miami Sports Commission, Inc. harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement.

XXII. CONTRACTUAL PROVISIONS ATTACHMENT. The provisions found in Appendix C FY 2025 DHS Standard Terms and Conditions, which is attached hereto and executed by the parties to this Agreement, are hereby incorporated in this Agreement and made a part hereof.

XXIII. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

XXIV. 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.

Signature Page Follows

Greater Miami Sports Commission, Inc.

220 Alhambra Circle, Suite 600, Coral Gables, FL 33134

6/8/2026

Raymond A. Martinez, Chief Operating Officer Date

Broward County

1 North University Drive-Suite 3100A Plantation, FL 33324

6/12/26

For Monica Cepero, County Administrator Date

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423 Fort
Lauderdale, FL 33301

COUNTY COMMISSIONERS
CREATED
OCT 1st
1915
BROWARD COUNTY FLORIDA

By: NATHANIEL A. KLITSBERG Digitally signed by NATHANIEL A. KLITSBERG Date: 2026.06.11 15:23:13 -04'00'

Nathaniel A. Klitsberg (Date)
Transportation Surtax General Counsel

Appendix A: Special Condition(s) for Broward County

1. System for Award Management Active Registration

This condition applies to any Subrecipient required to maintain registration in the System for Award Management (SAM.gov) pursuant to 2 CFR Part 25 and 2 CFR § 200.332.

The Subrecipient shall maintain an active SAM.gov registration, including a valid Unique Entity Identifier (UEI), at all times during the period of performance and through closeout.

No Federal funds shall be obligated, disbursed, or reimbursed unless the Subrecipient's SAM.gov registration is active and verified by GREATER MIAMI SPORTS COMMISSION, INC. If the registration is pending, inactive, expired, or lapses at any time, all payments shall be withheld until active status is reestablished and verified.

Failure to maintain active registration may result in delayed payments, disallowance of costs, or other remedies in accordance with applicable Federal regulations and the terms of this Agreement.

Appendix B – FY 2025 DHS Standard Terms and Conditions

The Subrecipient agrees to comply with the applicable FY 2025 Department of Homeland Security (DHS) Standard Terms and Conditions, Version 3, dated April 18, 2025, with exceptions per Article 56 below, as incorporated herein by reference. The DHS Standard Terms and Conditions are available at: FY 2025 DHS Standard Terms and Conditions, Version 3

Article 56: Non-Applicability of Specific Agreement Articles

Notwithstanding their inclusion in this award package, the following Agreement Articles do not apply to this grant award:1. Communication and Cooperation with the Department of Homeland Security and Immigration Officials. 2. Paragraph (2)(a)(iii) of Anti-Discrimination. 3. Termination of a Federal Award This provision is consistent with the terms of the Notice of Funding Opportunity which state that Paragraphs C. IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials), C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration), and C.XL (Termination of a Federal Award) of the FY 2025DHS Standard Terms and Conditions do not apply to this award.

Appendix C – FEMA Preparedness Grants Manual

The Subrecipient agrees to comply with the applicable requirements, policies, and procedures set forth in the FEMA Preparedness Grants Manual – sections specifically incorporated in the NOFO, FM-207-23-001, dated August 2025, as incorporated herein by reference. The FEMA Preparedness Grants Manual is available at: FEMA Preparedness Grants Manual

Appendix D: FDEM Pass-Through Provisions applicable to all subrecipients

Whereas, the Florida Division of Emergency Management (FDEM) is the State Administrative Agency for pass-through funding of the FIFA World Cup Grant Program from the Federal Emergency Management Agency (FEMA), and the Greater Miami Sports Commission, Inc. (GMSC) is passing-through the following provisions, that are applicable to their 2nd tier subrecipients, from their agreement with FDEM for Federal grant funds. Subrecipients of GMSC agree to provide GMSC the necessary information to comply with the below requirements.

2 C.F.R. §200.92 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. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "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. §200.92, "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."

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 has received these grant funds from the Federal Government, and FDEM has the authority to subgrant these funds to the Sub-Recipient upon the Terms and Conditions outlined below; and

FDEM has statutory authority to disburse the funds under this Agreement.

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 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:

a. A provision specifying a Scope of Work that clearly establishes the tasks that the Sub-Recipient is required to perform.

b. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by FDEM 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.

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

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

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

f. 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 FDEM.

c. In addition to the foregoing, the Sub-Recipient and FDEM 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) TERMS AND CONDITIONS

This Agreement contains all the Terms and Conditions agreed upon by the parties.

(4) 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. FDEM will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable.

d. FDEM will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, , that clearly delineates:

a. The required minimum acceptable level of service to be performed; and

b. The criteria for evaluating the successful completion of each deliverable.

e. 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. §200.76 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. §200.301, that FDEM and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."

f. If authorized by the Federal Awarding Agency, then FDEM 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 FDEM 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:

a. They are provided under established written leave policies;

b. The costs are equitably allocated to all related activities, including Federal

awards; and,

c. 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.

g. If authorized by the Federal Awarding Agency, then FDEM 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 subsection 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

h. 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. FDEM'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. §200.53, 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.

(5) 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 FDEM, 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. §200.331(a)(5), FDEM, 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. §200.333, 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:

a. If any litigation, claim, or audit is started before the expiration of the five (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.

b. When FDEM 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.

c. Records for real property and equipment acquired with Federal funds must be retained for five (5) years after final disposition.

d. When records are transferred to or maintained by the Federal Awarding Agency or pass-through entity, the five (5) year retention requirement is not applicable to the Sub-Recipient.

e. 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.

f. 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. §200.334, the Federal awarding agency must request transfer of certain records to its custody from FDEM or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, FDEM must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then FDEM must not require more than an original and two (2) 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 FDEM 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 (3) 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 government 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 all other applicable laws and regulations.

j. 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) 815-4156, Records@em.myflorida.com, or 2489 Shumard Oak Boulevard, Tallahassee, FL 32311.

(6) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part200, 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. §200.49, 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, FDEM shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, 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 FDEM of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after FDEM 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)(h), 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 FDEM no later than nine (9) 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 FDEM at the following address: DEMSingleAudit@em.myflorida.com OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32311

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

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

DEMSingleAudit@em.myflorida.com OR

Office of the Inspector General 2489 Shumard Oak Boulevard Tallahassee, Florida 32311

(7) LIABILITY

a. Unless the 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 as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold FDEM 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 FDEM 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 FDEM, 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.

(8) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of FDEM to make further payment of funds shall terminate and FDEM has the option to exercise any of its remedies set forth in Paragraph (9); however, FDEM 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 FDEM 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 FDEM 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 FDEM;

c. Any deliverables required by this Agreement have not been submitted to FDEM or have been submitted with incorrect, incomplete or insufficient information; or

d. The Sub-Recipient has failed to perform and complete on any of its obligations under this Agreement on time

(9) REMEDIES

If the Subrecipient does not submit any deliverables required by this Agreement to FDEM by the deliverable's due date, or submits deliverables incorrectly to FDEM by the deliverable's due date, then FDEM may not pay any invoices or requests for payment relating to these deliverables, or may issue partial payments. If any other Event of Default occurs then FDEM 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 (1) 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®, with Certified Mail® Return Receipt Requested, to the address in Paragraph (6) 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 FDEM 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 FDEM 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.

g. Pursuing any of the above remedies will not stop FDEM from pursuing any other remedies in this Agreement or provided at law or in equity. If FDEM 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 FDEM, or affect the later exercise of the same right or remedy by FDEM for any other default by the Sub-Recipient.

(10) TERMINATION

a. FDEM 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. FDEM 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 days 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 Close-Out 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 FDEM because of any breach of Agreement by the Sub-Recipient. FDEM 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 FDEM from the Sub-Recipient is determined.

(11) 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 200.326 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(b), 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(i), 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 FDEM, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to FDEM a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. FDEM shall review the solicitation and provide comments, if any, to the Sub-Recipient within seven (7) business days. Consistent with 2 C.F.R. §200.324, FDEM will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), FDEM will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of FDEM in order to publish a competitive solicitation, this review may allow FDEM to identify deficiencies in the vendor requirements or in the commodity or service specifications. FDEM's review and comments shall not constitute an approval of the solicitation. Regardless of FDEM's review, the Sub-Recipient remains bound by all applicable laws, regulations, and Agreement Terms. If during its review FDEM identifies any deficiencies, then FDEM shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the seven (7) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from FDEM that the solicitation is deficient, then FDEM may:

i. Terminate this Agreement in accordance with the provisions outlined in Paragraph (17) above; and

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

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to FDEM a copy of any contemplated contract prior to contract execution. FDEM shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within seven (7) business days. Consistent with 2 C.F.R. §200.324, FDEM will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), FDEM will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of FDEM in order to execute a subcontract, this review may allow FDEM to identify deficiencies in the Terms and Conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. FDEM's review and comments shall not constitute an approval of the subcontract. Regardless of FDEM's review, the Sub-Recipient remains bound by all applicable laws, regulations, and Agreement Terms. If during its review FDEM identifies any deficiencies, then FDEM shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the seven (7) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from FDEM that the subcontract is non-compliant, then FDEM may:

i. Terminate this Agreement in accordance with the provisions outlined in Paragraph (10) above; and

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that Subcontract.

f. 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 FDEM 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.

g. 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."

h. As required by 2 C.F.R. §200.319(a) contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. The Sub-Recipient or pass-thru entity must disclose to FDEM, in writing, any real or potential conflict of interest that may arise during the administration of the federal award, as defined by federal statutes or regulations, or their own existing policies, within five (5) days of learning of the conflict of interest. "Conflict of interest" is considered as any situation where an employee, officer, or agent, any members of his or her immediate family, or his or her partner has a close personal relationship, business relationship, or professional relationship, with a recipient or subrecipient.

i. 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.

j. "[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(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

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

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

m. For each subcontract, the Sub-Recipient shall provide a written statement to FDEM 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").

n. FEMA has developed helpful resources for Sub-Recipients using federal grant funds for procurements. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team. FEMA periodically updates this resource page so please check back for the latest information. While not all the provisions discussed in the resources are applicable to this subgrant agreement, the Sub-Recipient may find these resources helpful when drafting its solicitation and contract for compliance with the Federal procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. FEMA provides the following hands-on resources for Sub-Recipients of federal funding:

i. 2018 PDAT Procurement Compliance Checklist for Public Assistance Applicants available at https://www.fema.gov/media-library-data/1569959172327-92358d63e00d17639d5db4de015184c9/PDAT_ProcurementChecklist_11-21-2018.pdf

ii. 2019 PDAT Contract Provisions Template available at https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf

(12) 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:

Exhibit 1 - Funding Sources

Attachment B – Program Statutes and Regulations Attachment C – Statement of Assurances
Attachment E – Warranties and Representations

Attachment I – Ownership Certification Form

(13) 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 FDEM and with thirty (30) days' written notice to the Sub-Recipient, cause the termination of this Agreement and the release of FDEM 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 FDEM 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. §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 thirty-six (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:

> i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
>
> ii. Have not, within a five (5) 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 (13) f. ii. of this certification; and
>
> iv. Have not within a five (5) year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. FDEM 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 FDEM or be applied against FDEM'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. §1324a(e) [§274A(e) of the Immigration and Nationality Act ("INA")]. FDEM shall consider the employment by any contractor of unauthorized aliens a violation of §274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in §274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by FDEM.

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 five (5) years from the date of purchase or the completion of the improvements or as further required by law.

l. FDEM may, at its option, terminate the Agreement 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.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Recipient shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

n. Per 2 C.F.R. §200.111, all documents related to this grant agreement must be submitted in the English language.

o. Per 2 C.F.R. §200.113, the sub-recipient of a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or the pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

p. Per 2 C.F.R. §200.215, Federal award sub-recipients are subject to the regulations implementing the Never Contract with the Enemy in 2 C.F.R. §183.

q. Per 2 C.F.R. §200.216, sub-recipients are prohibited from expending grant funds to procure, obtain, or extend, renew, or enter into a contract to obtain services or systems that uses covered telecommunications equipment.

r. Per 2 C.F.R. §200.216, sub-recipients are responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR parts 25 and 170. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310.

(14) 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 FDEM 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:

> a. 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.
>
> b. 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."
>
> c. 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.

d. 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 this transaction imposed by §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.

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

(15) 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 FDEM 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 FDEM. 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. FDEM 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 (1) or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. FDEM 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.

(16) 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:

> a. 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.
>
> b. 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.
>
> c. 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.
>
> d. 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 section 202 of Executive Order 11246 of September 24, 1965, and

shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. 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.

f. 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.

g. 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.

h.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.

(17) 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 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 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.

(18) 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 forty (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 forty (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.

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

If the Sub-Recipient, with the funds authorized by this Agreement, enters 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).

(20) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters 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.

iii. This certification is a material representation of fact relied upon by FDEM. 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 FDEM, 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.

(21) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters 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 the Sub-Recipient enters into a contract with a subcontractor for an award of $100,000 or more, the subcontractor shall sign Attachment H – Certification Regarding Lobbying.

(22) 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:

> a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
>
> b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
>
> c. 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;
>
> d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
>
> e. 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
>
> f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subparagraphs i. through v. of this paragraph.

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 (6) 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").

(23)ASSURANCES

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

EXHIBIT – 1

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

Federal Program

Federal Agency: US Department of Homeland Security

Assistance Listing Number: 97.160 – Fédération Internationale de Football Association World Cup Grant Program

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

Federal Program:

List applicable compliance requirements as follows:

1. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement or will not be in compliance with the Terms of the Agreement.

2. Sub-Recipient must comply with laws rule, or regulations that pertain to how awarded resources must be used or how eligibility determinations are made.

NOTE: 2 C.F.R. Part 200, and § 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Sub-Recipient

Attachment B

Program Statutes and Regulations

The subrecipient is required to comply with all applicable federal and state statutes and regulations governing the receipt, administration, and use of FY 2026 FIFA World Cup Grant Program (FWCGP) funds. The following statutes and regulations are incorporated by reference into this Agreement and are binding on the subrecipient and any sub-subrecipients or contractors funded under this award.

Federal Statutes

1.	Section 2004 of the Homeland Security Act of 2002 (Pub. L. No. 107-296, as amended) (6 U.S.C. § 605) — Authorizing Authority for FWCGP
2.	Section 90005(a)(1)(B) of the One Big Beautiful Bill Act, 2025 (Pub. L. No. 119-21) — Appropriation Authority
3.	Section 2008(b)(2) of the Homeland Security Act of 2002 (6 U.S.C. § 609(b)(2)) — 50% Personnel Cost Limitation and Waiver
4.	Section 6002 of the Solid Waste Disposal Act, as amended by RCRA (42 U.S.C. § 6962) — Procurement of Recovered Materials
5.	Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.)
6.	Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101–12213)
7.	Civil Rights Act of 1964, Title VI (42 U.S.C. § 2000d et seq.)
8.	Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.)
9.	Education Amendments of 1972, Title IX (20 U.S.C. § 1681 et seq.)
10.	Rehabilitation Act of 1973, Section 504 (29 U.S.C. § 794)
11.	Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101–8106)
12.	False Claims Act (31 U.S.C. §§ 3729–3733) and Program Fraud Civil Remedies Act (31 U.S.C. §§ 3801–3812)
13.	Fly America Act of 1974 (49 U.S.C. § 40118)
14.	Hotel and Motel Fire Safety Act of 1990 (15 U.S.C. § 2225a)
15.	John S. McCain National Defense Authorization Act for FY 2019, Section 889 (Pub. L. No. 115-232) — Telecommunications Prohibition
16.	Trafficking Victims Protection Act of 2000 (22 U.S.C. § 7104), as implemented at 2 C.F.R. § 175.105
17.	USA PATRIOT Act of 2001, Section 817 (Pub. L. 107-56; 18 U.S.C. §§ 175–175c)
18.	American Security Drone Act of 2023, Section 1825 (Pub. L. No. 118-31) — Prohibition on Covered Foreign UAS
19.	Build America, Buy America Act (BABAA), §§ 70901–70927 of Pub. L. No. 117-58 (2021)
20.	Payment Integrity Information Act of 2019 (Pub. L. No. 116-117)
21.	Foundations for Evidence-Based Policymaking Act of 2018 (Pub. L. No. 115-435)

Federal Regulations

1.	2 C.F.R. Part 200 — Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
2.	2 C.F.R. Part 3002 — DHS Implementation of 2 C.F.R. Part 200
3.	2 C.F.R. Part 170, Appendix A — Reporting Subawards and Executive Compensation
4.	2 C.F.R. Part 180 / Part 3000 — Non-Procurement Debarment and Suspension (Exec. Orders 12549 & 12689)
5.	2 C.F.R. Part 184 — Buy America Preferences for Infrastructure Projects
6.	2 C.F.R. Part 3001, Subpart B — Drug-Free Workplace
7.	6 C.F.R. Part 9 — Lobbying Restrictions
8.	6 C.F.R. Part 17 — Title IX Implementation (DHS)
9.	6 C.F.R. Part 19 — Equal Treatment of Faith-Based Organizations
10.	6 C.F.R. Part 21 — Title VI Implementation (DHS)
11.	44 C.F.R. Part 7 — FEMA Title VI Implementation
12.	44 C.F.R. Part 9 — Floodplain Management and Wetlands Protection
13.	44 C.F.R. Part 19 — FEMA Title IX Implementation
14.	37 C.F.R. Part 401 — Rights to Inventions (Bayh-Dole Act)
15.	40 C.F.R. Part 247 — EPA Guidelines for Procurement of Recovered Materials

Program-Specific References

The following FEMA program documents are incorporated by reference:

- FY 2026 FIFA World Cup Grant Program Notice of Funding Opportunity (NOFO)
- FEMA Award No. EMW-2026-WC-05006 — Award Summary, Agreement Articles (Articles 1–63), and Obligating Document
- FY 2025 DHS Standard Terms and Conditions, v.3 (Apr. 18, 2025), with exceptions per Article 56 of the Award
- FEMA Preparedness Grants Manual (PGM) — sections specifically incorporated in the NOFO
- SAFECOM Guidance for Emergency Communication Grants (current edition)
- FEMA Information Bulletin No. 530 — Weapons Purchase Prohibition
- FEMA Information Bulletin No. 367 — NTAS Impact on Homeland Security Grant Programs
- Executive Order 14234 — Establishing the White House Task Force on FIFA World Cup 2026
- Executive Order 14305 — Restoring American Airspace Sovereignty (UAS authorization)
- OMB Memorandum M-26-02 — Ensuring Government Use of Secure UAS

State of Florida Statutes and Regulations

The subrecipient shall also comply with the following State of Florida statutes and regulations:

- Florida Single Audit Act, section 215.97, Florida Statutes
- Section 215.971, Florida Statutes — Agreements funded with federal or state assistance
- Section 287.057, Florida Statutes — Procurement of commodities or contractual services
- Section 112.061, Florida Statutes — Per diem and travel expenses
- Chapter 119, Florida Statutes — Florida Public Records Act
- Chapter 120, Florida Statutes — Administrative Procedure Act
- Rule 69I-5, Florida Administrative Code — Comptroller's Rules on Expenditures

This list is not exhaustive. The subrecipient is responsible for identifying and complying with all applicable federal and state laws, regulations, and executive orders in effect during the period of performance.

Failure to comply with any applicable statute or regulation may constitute grounds for suspension, termination, or repayment of award funds.

Attachment C

Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal Statutes, and State of Florida laws, regulations, policies, guidelines and requirements, and Uniform Administrative Requirements for Federal Awards at 2 C.F.R. Part 200, as adopted by DHS at 2 C.F.R. Part 3002, that govern the application, acceptance, and use of federal funds under this FY 2026 FIFA World Cup Grant Program (FWCGP) Agreement. The Applicant assures and certifies that:

1. **Political Activity Restrictions**

It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 U.S.C. § 1501, et seq.)

2. **Fair Labor Standards**

It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. §§ 201 et seq.) and all applicable Florida wage and hour laws.

3. **Conflicts of Interest**

It will establish safeguards to prohibit employees from using their 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, consistent with 2 C.F.R. § 200.318(c).

4. **Access to Records**

It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant, pursuant to 2 C.F.R. § 200.337.

5. **Environmental Compliance**

It will ensure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the deliverables are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Division of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. It will comply with NEPA, the National Historic Preservation Act of 1966, the Endangered Species Act, and FEMA's EHP review requirements at 44 C.F.R. Part 9.

6. **Non-Discrimination — Civil Rights**

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a Recipient of funds, the Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs. It will comply with Title VI of the Civil Rights Act of 1964, Title IX of the

Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990.

7. Equal Employment Opportunity

It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more, consistent with Executive Order 11246 and applicable regulations.

8. Drug-Free Workplace

It will maintain a drug-free workplace as required by the Drug-Free Workplace Act of 1988, implemented at 2 C.F.R. Part 3001, Subpart B, for Grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

9. Non-Supplanting

It will ensure that FWCGP funds are used to supplement and not supplant State or local funds that would otherwise have been available for the same purpose, consistent with 6 U.S.C. § 609(b)(1)(A). FWCGP funds may not be used to fund the hiring of sworn public safety officers for traditional public safety duties.

10. Debarment and Suspension

It will comply with 2 C.F.R. Part 180 (as implemented by DHS at 2 C.F.R. Part 3000) and will not enter into covered transactions with parties debarred, suspended, or excluded from Federal programs.

11. Lobbying Prohibition

None of the funds provided under this agreement will be expended to influence or attempt to influence officers or employees of any agency, Members of Congress, or their employees in connection with any Federal action, consistent with 31 U.S.C. § 1352 and 6 C.F.R. Part 9. Required certifications (SF-LLL) have been or will be filed as required.

12. Terrorist Financing

It will comply with Executive Order 13224 and applicable statutory prohibitions on transactions with individuals and organizations associated with terrorism, including the USA PATRIOT Act of 2001.

13. Trafficking Victims Protection

It will comply with the Trafficking Victims Protection Act of 2000 (22 U.S.C. § 7104) as implemented at 2
C.F.R. § 175.105, and will include these requirements in all subawards and contracts.

14. False Claims and Fraud

It will comply with the False Claims Act (31 U.S.C. §§ 3729–3733) and Program Fraud Civil Remedies Act (31 U.S.C. §§ 3801–3812). No false, fictitious, or fraudulent claims will be submitted for payment.

15. Intellectual Property and Copyright

It will affix applicable copyright notices (17 U.S.C. §§ 401 or 402) to any work first produced under this award and acknowledge federal funding (Award No. EMW-2026-WC-05006), consistent with 2 C.F.R. § 200.315.

16. Build America, Buy America (BABAA)

For any infrastructure activities funded under this award, it will comply with BABAA requirements at 2
C.F.R. Part 184 and FEMA Interim Policy #207-22-0001.

17. Prohibition on Covered Foreign UAS

It will comply with Section 1825 of the American Security Drone Act of 2023 (Pub. L. No. 118-31) and will not use FWCGP funds to procure, operate, or support any UAS manufactured or assembled by a covered foreign entity, consistent with OMB Memorandum M-26-02.

18. Personally Identifiable Information (PII)

If collecting PII in the performance of this award, it will maintain a publicly available privacy policy describing standards for the usage and maintenance of PII, consistent with Article 7 of the FEMA Award Agreement Articles and 2 C.F.R. § 200.303(e).

19. Financial Management System

It will maintain a financial management system meeting the standards of 2 C.F.R. § 200.302, including accurate disclosure of financial results, identification of sources and uses of funds, and support of all reported expenditures with source documentation. Procurement shall comply with 2 C.F.R. §§ 200.317–
200.327 and applicable Florida law.

20. Subrecipient Monitoring

As a pass-through entity, it will monitor sub-subrecipients and contractors in accordance with 2 C.F.R. §§ 200.331–200.333, including risk assessments, monitoring of programmatic and fiscal performance, and ensuring required audits per 2 C.F.R. Part 200, Subpart F.

21. FWCGP-Specific Certifications

It acknowledges that: (a) Operational overtime costs will only be expended upon prior written FEMA approval through FDEM, except for elevated NTAS alerts; (b) All exercises will be HSEEP-compliant; (c) All training will be DHS/FEMA-approved; (d) No FWCGP funds will be used for weapons purchases prohibited by FEMA IB No. 530; (e) Budget changes exceeding 10% will be submitted for prior written approval per 2 C.F.R. § 200.308 and Article 52 of the Award Agreement; and (f) 100% of funds will be passed through within ten (10) business days of receipt per Article 61 of the Award Agreement.

22. Anti-Discrimination Certification

By accepting this award, Recipient certifies that: (i) It does not, and will not during the term of this award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) It does not engage in a discriminatory prohibited boycott. NOTE: Per Article 56 of the Award Agreement and the FWCGP NOFO, the immigration-related certification in DHS Standard Terms Paragraph C.XVII(2)(a)(iii) does NOT apply to this award. The Immigration Cooperation requirements of Article 11 also do not apply to this award.

23. Florida Single Audit Act

It will comply with the Florida Single Audit Act, section 215.97, Florida Statutes, and applicable Rules of the Auditor General for any fiscal year in which it expends $750,000 or more in State financial assistance, or as otherwise required by State law.

24. Public Records (Florida)

It will comply with Chapter 119, Florida Statutes, and will maintain all records pertaining to this award as public records available for inspection upon request, except as exempted by law.

Attachment E
Warranties and Representations

Financial Management

Recipient's financial management system must meet the standards set forth in 2 C.F.R. § 200.302 and must include the following:

- Accurate, current, and complete disclosure of the financial results of this project or program.
- Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- Written procedures to determine whether costs are allowable and reasonable under the provisions of the applicable OMB cost principles and the Terms and Conditions of this Agreement.
- Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so. The Recipient shall not use FWCGP funds to procure covered telecommunications equipment or services as prohibited by Section 889 of the John S. McCain NDAA for FY 2019 (2 C.F.R. § 200.216), or covered foreign UAS prohibited by Section 1825 of the American Security Drone Act of 2023.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Licensing and Permitting

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

Equipment and Property Management

The Recipient shall manage all equipment acquired under this FWCGP award in accordance with 2 C.F.R. § 200.313, including maintaining property records, conducting physical inventories, and requesting disposition instructions for equipment when it is no longer needed for the FWCGP program. State recipients shall follow disposition requirements in accordance with Florida State laws and procedures per 2 C.F.R. § 200.313(b). Rental equipment must be returned promptly upon completion of the event or the award period of performance, whichever is earlier.

Reporting and Performance Measurement

The Recipient shall track and report all required FWCGP performance measures, including:

- Number of FWCGP-funded operational overtime hours tracked and reported
- Number of DHS/FEMA-sponsored and approved training sessions completed
- Number of HSEEP-compliant exercises completed
- Number of FWCGP-funded Emergency Response Teams deployed to FIFA venues, hotels, and transportation hubs
- Number of security incidents successfully managed or mitigated during World Cup events

Attachment I Ownership Certification Form
To certify the receipt and ownership of goods

Recipient:	
Item/Vehicle #:	
Item/Vehicle Name:	
Supplier Name:	
Date Item/Vehicle Purchased:	
Date Item/Vehicle Received:	
Received By (Print name of staff):	
Verified By (Print name of authorized official):	
Units Purchased:	Units Received:

I certify that to the best of my knowledge the items/vehicles received are in accordance with the Terms of this Agreement. I certify we are in possession and ownership of the referenced items/vehicles, and I am authorized to submit this form on behalf of the Recipient.

Print Name of Authorized Official ***Title of Authorized Official***

Signature of Authorized Official ***Signature Date***

Ownership Narrative
List any relevant details

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