

**AGREEMENT BETWEEN  
THE FEDERAL EMERGENCY MANAGEMENT AGENCY  
AND THE STATE OF FLORIDA ("HOST-STATE")  
FOR EVACUATION/SHELTERING FOR FEMA-4339-DR-PR**

**I. PURPOSE AND BACKGROUND**

On September 20, 2017, the President declared that a major disaster or emergency exists in the Commonwealth of Puerto Rico (Impact State). This Declaration was based on Hurricane Maria (incident) beginning on September 17, 2017, and continuing (incident period). The State of Florida (Host State) agreed on October 4, 2017 to provide evacuation and/or sheltering in accordance with the terms of the FEMA Public Assistance and Policy Guide FP 104-009-2 / April 2017 and Standard Operating Procedure 9570.1 *Direct Reimbursement for Host-State Evacuation and Sheltering Costs*, and herein agrees to provide evacuation and/or sheltering support to individuals from the Impact State for FEMA-4339-DR-PR.

This is the FEMA/Host-State Agreement (Agreement) for this major disaster or emergency, designated FEMA-4339-DR-PR(Declaration), under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207 (Stafford Act), in accordance with 44 CFR § 206.44. This Agreement between the United States of America through the Regional Administrator, Federal Emergency Management Agency (FEMA), Department of Homeland Security (DHS) or his/her delegate, and the Commonwealth of Puerto Rico (Recipient) governs all federal assistance FEMA provides the Host State for this Declaration.

**II. GENERAL PROVISIONS**

- A. **GRANT AWARD PACKAGE.** Any federal grant award package issued under this Agreement will consist of the Declaration, this Agreement, and the *Application(s) for Federal Assistance* (Standard Form (SF) 424), including *Assurances- Non-Construction Programs* (SF-424B) and also the *Assurances - Construction Programs* (SF 424D) when applicable, submitted by the State for each grant program provided under the Declaration and this Agreement.
- B. **FEMA RESPONSIBILITIES.** FEMA may provide to the Host State, funds in the form of federal grant assistance or direct federal services to support the activities and programs authorized under the Stafford Act and the President's Declaration (federal assistance) in accordance with this Agreement.
- C. **STATE RESPONSIBILITIES.**
1. The Host State agrees to comply with the federal grant award terms and conditions set forth in the Declaration, this Agreement and all provisions of the Host State Administrative Plans in place for each grant award.
  2. To receive this grant under this Agreement, a Host State must amend its State Administrative Plan pursuant to § 206.207 and submit a Standard Form SF 424 *Application for Federal Assistance* directly to FEMA to apply for reimbursement

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of eligible costs for evacuating and/or sheltering individuals from an Impact State. Upon award, the Host State assumes the responsibilities of the "grantee" or "State" under 44 CFR with respect to its grant award.

3. The Host State will establish and maintain an active program of nondiscrimination in disaster assistance as outlined in implementing regulations. This program will apply to all Host State actions pursuant to this agreement.
4. The Host State will establish and maintain a program to assure Host State recipients of Federal disaster assistance comply with the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs. This program will apply to all Host State contracts pursuant to this agreement.
5. The Host State agrees to be the "Recipient" for all federal financial assistance provided under the Stafford Act and this Agreement. The Host State also serves as the "pass-through entity" with respect to the State's role in providing subawards and administering grant assistance provided to sub-recipients.
  - a. Recipient and pass-through entity have the same meaning as "Grantee," as used in governing statutes, regulations, and FEMA guidance.
  - b. A recipient is also a "non-federal entity" for grants administration purposes.
6. The Host State agrees to comply with, and will require all subrecipients to comply with, the requirements of all applicable laws and regulations, including the Stafford Act, Title 44 of the Code of Federal Regulations (CFR) (*Emergency Management and Assistance*), 2 CFR Part 3002 (implementing 2 CFR Part 200 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*)), and applicable FEMA policies and guidance.
  - a. The term "subrecipient" has the same meaning as "subgrantee," as used in governing statutes, regulations, and FEMA guidance.
  - b. A subrecipient is also a "non-federal entity" for grants administration purposes.

**D. CERTIFICATION AND WAIVERS.**

1. The State officials named by the Governor as authorized to execute certifications and otherwise to act on behalf of and to legally bind the State are listed on **Attachment 1** to this Agreement.
2. The State's Certification Regarding Lobbying is **Attachment 2** to this Agreement. This certification complies with the Lobbying Prohibitions in the DHS Standard

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Terms and Conditions and with the FEMA regulations found at 44 CFR Part 18  
(*New Restrictions on Lobbying*).

3. The Host State waives any consultation process under Executive Order 12372  
(*Intergovernmental review of Federal programs*) and 44 CFR Part 4  
(*Intergovernmental Review of Federal Emergency Management Agency (FEMA)  
Programs and Activities*) for grants, loans, or other financial assistance under the  
Stafford Act for this major disaster or emergency.

E. FEDERAL ASSISTANCE.

1. No Federal assistance under the Stafford Act shall be approved unless the  
evacuation and/or sheltering resulted from the major disaster or emergency FEMA-  
4339-DR-PR that took place on September 17, 2017 and continuing.
2. Public Assistance under this Agreement shall be limited to those costs incurred for  
eligible activities related to evacuating and/or sheltering individuals from the  
Impact State, as set forth in the FEMA Public Assistance and Policy Guide  
(PAPPG), FP 104-009-2 / April 2017 (see particularly pages 71 -- 73). In addition  
to the eligible costs for congregate sheltering as described in the PAPPG, the costs  
of non-congregate sheltering may be eligible if FEMA and the State determine  
there is a critical need for doing so, as described on page 68 of the PAPPG.
3. FEMA, the Host State, and the Impact State will jointly develop the scope of work  
and cost estimate for the project worksheet for the activities covered under this  
agreement, including any subsequent changes.
4. All scopes of work and costs approved as a result of this Agreement, whether as  
estimates or final costs approved through subawards, project worksheets, or  
otherwise, will incorporate by reference the terms of this Agreement and must  
comply with applicable laws, regulations, policy and guidance in accordance  
with this Agreement.

F. CONTROLLING AUTHORITIES. This Agreement is subject to the following  
governing authorities:

1. The Stafford Act and its implementing regulations contained in Title 44 of the  
Code of Federal Regulations (CFR), and FEMA policy and guidance.
2. "Uniform Administrative Requirements, Cost Principles and Audit Requirements  
for Federal Awards," 2 CFR Parts 200 and 3002.
3. The 2017 DHS Standard Terms and Conditions (version 7.1, dated March 20,  
2017), available at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>, are hereby incorporated by reference.