

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. **20061563**

1. ACTION REQUESTED/PURPOSE: Authorize chair to sign a subgrant agreement with the State of Florida, Division of Emergency Management for Homeland Security funding in the amount of \$40,145. Approve Budget Amendment Resolution in the general fund for FY07 in the amount of \$40,145. No County Match required.

2. WHAT ACTION ACCOMPLISHES: Lee County is serving as the sub-recipient agency on behalf of Desoto and Sarasota counties.

3. MANAGEMENT RECOMMENDATION: Staff recommends approval.

4. Departmental Category: 07

C7A

5. Meeting Date:
December 12, 2006

6. Agenda:
 Consent
Administrative

 Appeals
 Public
 Walk-On

7. Requirement/Purpose: (specify)
 Statute
 Ordinance

 Admin. Code
 Other

8. Request Initiated:
Commissioner _____
Department Emergency Management
Division Public Safety
By: John D. Wilson, Director *JW*

9. Background:

Lee County is the lead agency for Region 6, and therefore, is serving as the sub-recipient agency on behalf of Desoto and Sarasota Counties. The subgrant agreement provides homeland security funding through Lee County for EOC improvements for these counties. All equipment purchased will be donated. This funding comes from federal funds earmarked for Florida to improve the nation's ability to prevent and respond to acts of terrorism.

Funds are available: 11086200100.331200.9008

Expenditures:

11086200100.506410	\$32,403.53
11086200100.505280	\$ 1,235.96
11086200100.503460	\$ 5,336.39
11086200100.505290	\$ 500.00
11086200100.504635	\$ 500.00
11086200100.504630	\$ 169.12

Attachment: Four (4) copies of Agreement

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgt.	
<i>[Signature]</i>	<i>[Signature]</i>			<i>Andrea Traser</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>11-21-06</i>

11. Commission Action:

- Approved**
- Deferred**
- Denied**
- Other**

RECEIVED BY
COUNTY ADMIN:
11-21-06
9:15 AM
COUNTY ADMIN
FORWARDED TO:
11-21-06
MP

Rec. by CoAtty
Date: 11/21/06
Time: 8:30 AM
Forwarded To:
Admin
11-21-06

RESOLUTION

Amending the General Fund Budget, Fund 00100 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2006-2007.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the General Fund Budget, Fund 00100 for \$40,145 of the unanticipated revenue from Grant funding and an appropriation of a like amount for grant expenditures and;

WHEREAS, the General Fund Budget, Fund 00100 shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

Prior Total:		
Additions		\$ 574,290,887
11086200100.331200.9008	State Homeland Security	\$ 40,145
Amended Total Estimated Revenues		\$ 574,331,032

APPROPRIATIONS

Prior Total:		\$ 574,290,887
Additions		
11086200100.503460	Data Processing	\$ 5,336
11086200100.504630	Equipment Maintenance	\$ 169
11086200100.504635	Equipment Repair Parts	\$ 500
11086200100.505280	Minor Equipment	\$ 1,236
11086200100.505290	Other Supplies	\$ 500
11086200100.506410	Furniture & Equipment	\$ 32,404
Amended Total Appropriations		\$ 574,331,032

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the General Fund Budget, Fund 00100 is hereby amended to show the above additions to its Estimated Revenue and Appropriation Accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2006.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA

FORWARD WITH AGREEMENT AND BLUE SHEET

ALL INFORMATION IS REQUIRED - **DO NOT LEAVE ANY BLANKS** - USE N/A WHEN NOT APPLICABLE

GRANT AT A GLANCE

GRANT AWARD INFORMATION

- 1. County Grant ID (project #): 07-DS-5N-09-46-01
- 2. Title of Grant: Homeland Security Grant for Region VI EOC Enhancements
- 3. Amount of Award: \$40,145
- 4. Amount of Match Required: \$No Match required
- 5. Type of Match: N/A
(cash, in-kind etc)

6. SOURCE OF GRANT FUNDS & CATALOG NUMBER:

FEDERAL <input checked="" type="checkbox"/> CFDA #97-067	STATE <input type="checkbox"/> CSFA #
--	---------------------------------------

7. Agency Contract Number: 07-DS-5N-09-46-01

8. Contract Period:	Begin Date: <u>07/01/06</u>	End Date: <u>01/31/08</u>
---------------------	-----------------------------	---------------------------

9. Name of Subrecipient(s) n/a

10. Business Unit(s): 11086200100.331200.9008

11. Scope of Grant: (describe project).
 Lee County is the lead agency for Region 6, and therefore is serving as the sub-recipient agency on behalf of Desoto and Sarasota Counties. The subgrant agreement provides funding through Lee County for EOC enhancements for Desoto and Sarasota Counties.

12. Has this Grant been Funded Before? YES NO If YES When?

13. Is Grant Funding Anticipated in Subsequent Years? YES NO

14. If Grant Funding Ends Will This Program Be Continued at County Expense? YES NO

If YES What is the Lee County Budget Impact:

1st Year	2 nd Year	3 rd Year
4 th Year	5 th Year	

Check Box if Additional Information on Program and Budget Impact is provided in *Comment Section* on page 2

ADMINISTERING DEPARTMENT INFORMATION

1. Department: Public Safety

2. Contacts:

Program Mgr. <u>John D. Wilson</u>	Phone #: <u>239-335-1600</u>
Fiscal Officer Sr. <u>Cindy McBride</u>	Phone #: <u>239-335-1622</u>

GRANTOR AGENCY INFORMATION

(The agency you signed this agreement with)

- 1. Grantor Agency: State of Florida
- 2. Program Title/Division: Division of Emergency Management
- 3. Agency Contact: Chanda D. Brown
- 4. Phone Number: 850-414-8538
- 5. Mailing Address: 2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

SOURCE OF FUNDS

- 1. Original Funding Source: State Homeland Security Grant Program (SHSGP)
(name of agency where funding originated from)
- 2. Pass Through Agency: Department of Community Affairs
(middleman if any? Example: federal \$\$ from US DOT given to STATE of FL DOT --then from STATE DOT to Lee County DOT --- STATE of FL DOT is the pass-through agency).
- 3. Additional Information for Other Agencies Involved:

3a. Is the County a Grantee or Subrecipient in #3 above: Grantee

REPORTING REQUIREMENTS

1. Does this grant require a separate subfund? YES NO
(Example: you need to return interest earnings)

Please Explain: _____

2. Is funding received in advance? YES NO
(If YES, please indicate conditions for returning residual proceeds, or interest and the address to return it to, if different from the Grantor Agency Information)

FEDERALLY-FUNDED SUBGRANT AGREEMENT

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

B. WHEREAS, the Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions hereinafter set forth; and

C. WHEREAS, the Division has authority pursuant to Florida law to disburse the funds under this Agreement.

NOW, THEREFORE, the Division and the Recipient do mutually agree as follows:

(1) SCOPE OF WORK.

The Recipient shall fully perform the obligations in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Both the Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachment B.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin July 1, 2006 and shall end January 31, 2008, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal "Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of High Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants to be paid from funds provided under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Division designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five year period and extends beyond the five year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time of acquisition shall be retained for five years after final disposition.

3. Records relating to real property acquisition shall be retained for five years after closing of title.

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

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Division. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall also provide the Department of Community Affairs and/or the Division with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards. The determination of amounts of Federal awards expended should be in accordance with the guidelines

established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from Recipient resources obtained from other than Federal entities).

(e) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

an electronic copy shall also be submitted to the above office at the following address:

aurilla.parrish@dca.state.fl.us

and

Division of Emergency Management
Bureau of Compliance Planning and Support
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

an electronic copy shall also be submitted to the above office at the following address:

aurilla.parrish@dca.state.fl.us
and

Division of Emergency Management
Bureau of Compliance Planning and Support
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) Any reports, management letter, or other information required to be submitted to the Department and the Division pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients, when submitting financial reporting packages to the Department and the Division for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

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

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under

Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Department and the Division no later than seven (7) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) At a minimum, the Recipient shall provide the Division with quarterly reports, and with a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to such other information as requested by the Division.

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

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

(d) If all required reports and copies, prescribed above, are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraph (11) REMEDIES.

"Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work, Attachment A.

(e) The Recipient shall provide such additional program updates, reports or information as may be required by the Division.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors, subrecipients and consultants who are paid from funds provided under this Agreement, to ensure that time schedules are met, the Budget and Scope of Work, Attachment A is accomplished within the specified time periods, and other performance goals stated in this Agreement are achieved. Such

review shall be made for each function or activity set forth in the Budget and Scope of Work, Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised and Section 215.97, Fla. Stat. (see Paragraph (6) AUDIT REQUIREMENTS, above), monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient who is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible to the extent provided by Section 768.28 Fla. Stat. for its negligent acts or omissions or tortious acts which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any 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.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make any further payment of funds hereunder shall, if the Division so elects, terminate and the Division may, at its option, exercise any of its remedies set forth in Paragraph (11), but the Division may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous Agreement with the Division shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the obligations, terms or covenants contained in this Agreement or any previous agreement with the Division and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

(b) If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(11) REMEDIES.

Upon the happening of an Event of Default, then the Division may, at its option, upon thirty (30) calendar days prior written notice to the Recipient and upon the Recipient's failure to cure within said thirty (30) day period, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (13) herein;

(b) Commence 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) Exercise any corrective or remedial actions, to include but not be limited to:

1. requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
2. issuing a written warning to advise that more serious measures may be taken if the situation is not corrected,
3. advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
4. requiring the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(e) Require that the Recipient return to the Division any funds which were used for ineligible purposes under the program laws, rules and regulations governing the use of funds under this program.

(f) Exercise any other rights or remedies which may be otherwise available under law.

(g) The pursuit of any one of the above remedies shall not preclude the Division from pursuing any other remedies contained herein or otherwise provided at law or in equity. No waiver by the Division of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Division hereunder, or affect the subsequent exercise of the same right or remedy by the Division for any further or subsequent default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience as evidenced by written amendment of this Agreement. The amendment shall establish the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after the date of receipt of notice of the termination will be disallowed. Notwithstanding the above, the Recipient shall not be relieved of liability to the Division by virtue of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold any payments to the Recipient for purpose of set-off until such time as the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Chanda D. Brown
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-414-8538
Fax: 850-488-7842
Email: chanda.brown@dca.state.fl.us

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

John Wilson, Director
Lee County Public Safety
Post Office Box 398
Fort Myers, Florida 33902-0398
Telephone: (239) 335-1600
Fax:
Email: WILSONJD@leegov.com

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any or all of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval prior to execution of the subcontract by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and 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. Each subcontractor's progress in performing its work under this Agreement shall be documented in the quarterly report submitted by the Recipient.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority vendor.

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Justification of Advance

Attachment D – Warranties and Representations

Attachment E – Certification Regarding Debarment

Attachment F – Assurances

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$40,145 subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment C. Attachment C will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

1. X No advance payment is requested.
2. An advance payment of \$ is requested.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by Congress, the State Legislature, the Office of the Chief Financial Officer, the State Office of Planning and Budgeting or the Federal Office of Management and Budgeting, all obligations on the part of the Division to make any further payment of funds hereunder shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of receipt of notice from the Division.

(18) REPAYMENTS

All refunds or repayments to be made to the Division under this Agreement are to be made payable to the order of "Department of Community Affairs", and mailed directly to the Department at the following address:

Department of Community Affairs
Cashier
Finance and Accounting
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Department for collection, the Department must add to the amount of the check or draft a service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the check or draft, whichever is greater.

(19) VENDOR PAYMENTS.

Pursuant to Section 215.422, Fla. Stat., the Division shall issue payments to vendors within 40 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the Agreement. Failure to issue the warrant within 40 days shall result in the Division paying interest at a rate as established pursuant to Section 55.03(1) Fla. Stat. The interest penalty shall be paid within 15 days after issuing the warrant.

Vendors experiencing problems obtaining timely payment(s) from a state agency may receive assistance by contacting the Vendor Ombudsman at (850) 413-5516.

(20) STANDARD 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 Recipient in this Agreement, in any subsequent submission or response to Division request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the 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 lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

(d) The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

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

(f) A person or affiliate who has 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 Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) With respect to any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, by signing this Agreement, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:

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

2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of 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;

3. 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 20(h)2. of this certification; and

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

Where the Recipient is unable to certify to any of the statements in this certification, such Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall submit to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment D) for each prospective subcontractor which Recipient intends to fund under this Agreement. Such form must be received by the Division prior to the Recipient entering into a contract with any prospective subcontractor.

(h) 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 Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Division reserves the right to unilaterally cancel this Agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the

provisions of Chapter 119, Fla. Stat., and made or received by the Recipient in conjunction with this Agreement.

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

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

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All such meetings shall be publicly noticed, open to the public, and the minutes of all such meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(21) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

(22) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient brings to the performance of this Agreement a pre-existing patent or copyright, the 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 arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the Recipient shall refer the discovery or invention to the Division for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. In the event that any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any and all copyrights accruing under or in connection with the performance under this Agreement are hereby transferred by the Recipient to the State of Florida.

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

(23) LEGAL AUTHORIZATION.

The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this Agreement.

(24) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment F.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

RECIPIENT: LEE COUNTY

BY: _____

Name and title: _____

Date: _____

SAMAS # _____ FID# _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

BY: _____

Name and Title: W. Craig Fugate, Director of the Division of Emergency Management

Date: _____

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program (Department of Homeland Security, Office of Grants & Training,) – 97.067
\$40,145

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

List applicable compliance requirements as follows:

1. Recipient is to use funding to perform eligible activities as identified in the Office of Grants and Training Fiscal Year 2006-07 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy.
2. Recipient is subject to all administrative and financial requirements or will be in violation with the terms of the agreement.

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

Attachment A

Budget and Scope of Work

Proposed Program Budget

- ✦ Below is a general budget which outlines eligible categories and their allocation under this award. The Recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.
- ✦ The equipment category will require a "Detailed Budget Worksheet" including the proposed equipment to be purchased and the corresponding FY 2006 Authorized Equipment List (AEL) reference number. The AEL can be found at <http://www.rkb.mipt.org>.
- ✦ The transfer of funds between the categories listed in the "Proposed Program Budget" is strictly prohibited. However, at the discretion of the Recipient, funds allocated to Management and Administration costs (as described in the "Proposed Program Budget") may be put towards Programmatic costs instead.
- ✦ No more than 3% of each sub-recipient's total award may be expended on Management and Administration costs by the sub-recipients.

Grant	Recipient Agency	Category	Amount Allocated
State Homeland Security Grant Program – Issue 27	Lee County Emergency Management	EOC Improvements	\$ 38,976
		Management and Administration (the dollar amount which corresponds to 3% of the total local agency allocation is shown in the column on the right.	\$ 1,169
Total Award			\$ 40,145

Budget Detail Worksheet

The Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award for issue 27 as described on the proposed budget.

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this contract, contact the contract manager listed in this contract via email or letter.

Budget Detail Worksheet			
Eligible Activities	Quantity	Unit Cost	Total Cost
Equipment Acquisition, Training and Management & Administration for Sub-Grantees			
Purchase of ID Card Equipment (Desoto County)	1	\$1,273.53	\$1,273.53
2 Wireless Video Cameras (Desoto County)	2	\$617.98	\$1,235.96
Access Control System (ID swipe reader/software/supplies) (Desoto County)	1	\$5,000.00	\$5,000.00
M/S Windows XP Professional (Encryptions) (Desoto County)		\$336.39	\$336.39
GeoCast Web and Communicator NXT (Sarasota County)	1	\$31,130	\$31,130
Eligible Equipment Acquisition Costs			
<p>The table below highlights the allowable equipment categories for this award. A comprehensive listing of these allowable equipment categories, also specific equipment eligible under each category, can be found on the web-based Authorized Equipment List (AEL) at http://www.frb.mipt.org.</p> <ul style="list-style-type: none"> ➤ Click on the website ➤ Click into the website ➤ Click on search in the AEL ➤ Click on DHS/SHSGP Authorized Equipment List (AEL) - FY2006 <p>If you wish to purchase a piece of equipment from any category below, then in the empty space provided below that category, put the AEL item number and title.</p>			
List all equipment to be purchased here and AEL numbers			
e.g., "AEL Item Number" Here, "Title" Here			
Management and Administration			
<p>The Recipient may expend no more than 3% of the State Agency's allocation on M&A costs; the sub-recipient may expend no more than 3% of each award on Management and Administration costs. The Recipient may not retain any of the local agency (ies) M&A allocation unless the Recipient signs a MOU with a local agency stating such (see section III). The Recipient and/or local agency M&A allocations may be used to cover project costs.</p>			
Hiring of full-time or part-time staff or contractors/consultants: <ul style="list-style-type: none"> ➤ To assist with the management of the FY2006 SHSGP ➤ To assist with design, requirements and the implementation of the FY2006 SHSGP ➤ To assist with the implementation and administration of the State Homeland Security Strategy, as it may relate to the FY2006 SHSGP 			
Hiring of full-time or part-time staff or contractors/consultants and expenses related to: <ul style="list-style-type: none"> ➤ Meeting compliance reporting/data collection requirements, including data calls 			
Development of operating plans for information collection and processing necessary to respond to DHS/ODP data calls			

<p>Overtime and backfill costs - Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of G&T – approved activities. Backfill Costs also called "Overtime as Backfill" are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to G&T – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.</p>			
<p>Travel expenses</p>			
<p>Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the OJP Financial Guide at http://www.ojp.usdoj.gov/FinGuide).</p>			
<p>Acquisition of authorized office equipment, including:</p> <ul style="list-style-type: none"> ✦ Personal computers ✦ Laptop computers ✦ Printers ✦ LCD projectors, and ✦ Other equipment or software which may be required to support the implementation of the homeland security strategy 			
<p>The following are allowable only within the period of performance of the contract:</p> <ul style="list-style-type: none"> ✦ Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc. ✦ Leasing and/or renting of space for newly hired personnel to administer programs within the FY2006 SHSGP 			
			TOTAL

Scope of Work

Funding is provided to perform eligible activities as identified in the Office for Domestic Preparedness Fiscal Year 2006 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

I. Categories

27. Enhance Regional All Discipline Project Build-out

Eligible Activities

FY2006 SHSGP, Issue 27, allowable costs are divided into the following categories: **equipment acquisition, and management and administration costs**. Each category's allowable costs have been listed in more detail in the "Budget Detail Worksheet" above.

FY 2006 SHSP funds may be used for equipment acquisition from the 21 equipment categories listed in the FY 2006 G&T AEL. The FY 2006 AEL is available in its entirety online through the RKB at <http://www.rkb.mipt.org> and the equipment categories are outlined in Table 8 below and Appendix D.

Authorized equipment includes the following:

- Personal Protective Equipment
- CBRNE Incident Response Vehicles
- Explosive Device Mitigation and Remediation Equipment
- Terrorism Incident Prevention Equipment
- CBRNE Operational and Search and Rescue Equipment
- Physical Security Enhancement Equipment
- Information Technology
- Inspection and Screening Systems
- Cyber Security Enhancement Equipment
- Agricultural Terrorism Prevention, Response and Mitigation Equipment
- Interoperable Communications Equipment
- CBRNE Prevention and Response Watercraft
- Detection Equipment
- CBRNE Aviation Equipment
- Decontamination Equipment
- CBRNE Logistical Support Equipment
- Medical Supplies and Limited Types of Pharmaceuticals
- Intervention Equipment
- Power Equipment
- CBRNE Reference Materials
- Other Authorized Equipment

Unauthorized Expenditures

- a. Expenditures for items such as general-use software (word processing, spreadsheet, graphics, etc.)
- b. General-use computers and related equipment
- c. General-use vehicles
- d. Licensing fees
- e. Weapons systems and ammunition
- f. Management and Administration Costs (which include, but are not limited to, hiring of personnel, travel expenses, meeting expenses, and acquisition of office equipment or supplies)
- g. Construction or renovation of facilities that would have been reasonably necessary due to non-terrorist threats
- h. Activities unrelated to the completion and implementation of the SHSGP
- i. Other items not in accordance with the Authorized Equipment List or previously listed as allowable costs
- j. Recurring Costs

I. Reporting Requirements

A. Quarterly Programmatic Reporting:

The Quarterly Programmatic Report is due within 30 days after the end of the reporting periods (March 31, June 30, September 30 and December 31) for the life of this contract. If a report(s) is delinquent, future financial reimbursements will be withheld until the Recipient's reporting is current.

Programmatic Reporting Schedule

Reporting Period	Report due to DEM no later than
January 1 through March 31	April 30
April 1 through June 30	July 31
July 1 through September 30	October 31
October 1 through December 31	January 31

Programmatic Reporting: Information to Report On

After the end of each reporting period, for the life of the contract, the Division will provide a Biannual Strategy and Implementation Report worksheet to the Recipient Point of Contact listed in this contract. This worksheet will contain all of the information that the Recipient needs to report on. The Recipient is to complete this worksheet in its entirety and email the finished product to the programmatic contact listed below. The first worksheet will be available after the July 1 – September 30, 2006 reporting period.

B. Reimbursement Requests:

A request for reimbursement may be sent to your contract manager for review and approval at anytime during the contract period. The Recipient should include the category's corresponding line item number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". A line item number is to be included for every dollar amount listed in the "Detail of Claims" form.

C. Close-out Programmatic Reporting:

The Close-out Report is due to the Florida Division of Emergency Management no later than 60 days after the contract is either completed or the contract has expired.

D. Monitoring:

**Florida Division of Emergency Management
US Department of Homeland Security Grants Program
Grant Monitoring Process**

Florida has enhanced the state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. As the steward of the State Homeland Security Grant Program funds, projects and equipment the Florida Division of Emergency Management (FDEM) has a responsibility to track and monitor the status of the grant activity and items purchased.

The monitoring process detailed in this document is designed to assess a recipient agency's compliance with applicable state and federal guidelines. The FDEM is responsible for monitoring the programmatic and capability portion of the grant to include equipment procurement and compliance with applicable DHS grant guidance.

Monitoring is accomplished utilizing various methods including desk monitoring and site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic/capability. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Capability review is the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is defined as the review of projects, financial activity and technical assistance between the program office and the applicant via e-mail and telephone. Site visits are defined as actual visits to the recipient agency's location by a team or members of FDEM or their designee, to actually observe records, procedures and equipment.

Frequency of annual monitoring activity:

Agencies whose total contracts exceed \$400,000 – 50% desk reviews, up to 50% site visits
Agencies serving as regional response teams – 25-50% site visits each year
Agencies whose total contracts are under \$400,000 and not part of a regional response team – 10% desk reviews, 10% site visits

Each year FDEM will identify recipient agencies to be monitored. A cumulative threshold of \$400,000 will be used for the initial determination of selection for site visits. The goal is 50% of the selected agencies to receive desk monitoring and up to 50% to receive a site visit. Additional agencies with a cumulative receipt less than \$400,000 may be selected.

All agencies who are a member of a regional response specialty team will receive a site visit annually. 10% of all other agencies that fall under the \$400,000 threshold and are not part of a regional response specialty team will receive a site visit and another 10% will receive a desk review.

Examples of areas that may be examined include:

Status of equipment purchases
Status of training for purchased equipment
Status and number of response trainings conducted to include number trained
Status and number of exercises
Status of planning activity
Anticipated projected completion
Specific difficulties completing the project.
Agency NIMS compliance documentation

In certain circumstances, FDEM may be requested to provide additional monitoring/information if the activity or lack of on the part of a specific recipient has generated questions from the region, the sponsoring state agency or the FDEM leadership. The method of gathering this information will be determined on a case by case basis.

Desk monitoring is an on-going process. Each quarter project recipients will be surveyed to determine the status of their projects. If no activity is reported during the quarterly surveys the agency will be contacted to determine status. This contact will provide an opportunity to identify the need for technical assistance (TA) if the reviewer determines that a recipient is having difficulty completing their project.

As difficulties are identified the respective region or sponsoring agency will be notified by the program office via email. Information will include the grant recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA will be referred to FDEM for assistance. Examples of TA include but are not limited to:

- Equipment selection or available vendors
- Eligibility of items or services
- Coordination and partnership with other agencies within or outside the region or discipline.

Site Visits

Site visits will be conducted by FDEM or their designated personnel. Site visits will be scheduled in advanced with the recipient agency POC designated in the grant agreement. Monitoring questionnaires will be provided in advance of the visit

The FDEM will also conduct the financial and grant file monitoring. These monitoring visits will be coordinate with the capability review visits. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

All findings related to the capability review will be documented and maintained within the FDEM.

Site Visit Protocol

The following outlines the monitoring protocol for the FDEM:

The site visits will begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a site visit checklist to assist in the completion of all required tasks.

Site Visit Preparation

A letter will be sent to recipient agency POC stating the purpose of the site visit and sent at least 15 business days before the planned arrival date. FDEM personnel will call within the next 10 business days to schedule an appointment to review the grantee's program.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

The appointment should be confirmed with the grantee in writing (email is acceptable) and documented in the grantee folder.

Any personnel from the FDEM attending the site visit will review the grantee's corresponding folder(s) before the visit. Prior to the visit, individual roles will be identified for the site visit. Copies of applicable documents will be made and distributed to the site visit team at a minimum of five (5) days before the visit. A reminder e-mail should be sent to all team members and the recipient POC one business day in advance of the site visit.

Site Visit

Once FDEM personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FDEM intends to examine will be identified. If financial monitoring visit will be conducted, they will then explain their objectives and will proceed to perform the financial review.

FDEM personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, ODS personnel will conduct a tour/visual/spot inspection of equipment.

Each item should be visually inspected whenever possible. Bigger items (computers, response vehicles, etc.) should have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per recipient agency requirements. The serial number should correspond with the appropriate receipt to confirm purchase. Photographs should be taken of the equipment. (Large capitol expenditure in excess of \$1,000. per item)

If an item is not available (being used during time of the site visit), the appropriate documentation must be provided to prove that the particular piece of equipment can be accounted for. Once the tour/visual/spot inspection of equipment has been completed, the FDEM personnel will then conduct an exit conference with the grantee to review the findings.

Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

Post Site Visit

FDEM personnel will review the site visit worksheet as a team and receive notes from the Financial Review Team, if applicable.

Within 15 days of the site visit, a monitoring report will be generated and sent to the grantee explaining any citations and corrective actions or recommendations. The Site Visit Worksheet, report and photographs will then be included in the grantee's file along with any documents distributed at the site visit by the grantee.

II. Programmatic Point of Contact

Contractual Point of Contact	Programmatic Point of Contact
Chanda Brown FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 414-8538 Chanda.brown@dca.state.fl.us	Tony Lamberth FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 414-7770 Tony.Lamberth@dca.state.fl.us

V. Contractual Responsibilities

The FDEM shall determine eligibility of projects and approve changes in scope of work.

The FDEM shall administer the financial processes.

Attachment B

Program Statutes and Regulations

- 1) 53 Federal Register 8034
- 2) Federal Acquisition Regulations 31.2 and 031.2
- 3) Section 1352, Title 31, US Code
- 4) OMB Circulars A-21, A-87, A-110, A-122
- 5) Chapter 473, Florida Statutes
- 6) Chapter 215, Florida Statutes
- 7) Section 768.28, Florida Statutes
- 8) Chapter 119, Florida Statutes
- 9) Section 216.181(6), Florida Statutes
- 10) Cash Management Improvement Act Of 1990
- 11) American with Disabilities Act
- 12) Section 112.061, Florida Statutes
- 13) Immigration and Nationality Act
- 14) Section 286.011, Florida Statutes
- 15) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements
28 CFR, Part 66, Common rule,
- 16) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 17) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 18) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470),
Executive Order 11593
- 19) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 20) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
- 21) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act .
- 22) 28 CFR applicable to grants and cooperative agreements
- 23) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 24) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
- 25) Title VI of the Civil Rights Act of 1964, as amended;
- 26) Section 504 of the Rehabilitation Act of 1973, as amended;
- 27) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 28) Title IX of the Education Amendments of 1972;
- 29) the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
- 30) 28 CFR Part 42, Subparts C,D,E, and G
- 31) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
- 32) Federal Acquisition Regulations 31.2 and 931.2

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

Indicate by checking one of the boxes below, if you are requesting an advance. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16)(a)(b), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the recipient within the initial three months.

NO ADVANCE REQUESTED

No advance payment is requested. Payment will be solely on a reimbursement basis. No additional information is required.

ADVANCE REQUESTED

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

ADVANCE REQUEST WORKSHEET

If you are requesting an advance, complete the following worksheet

DESCRIPTION		(A) FFY 2003-2004	(B) FFY 2004-2005	(C) FFY 2005-2006	(D) Total
1	INITIAL CONTRACT ALLOCATION				
2	FIRST THREE MONTHS CONTRACT EXPENDITURES ¹				
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

¹ First three months expenditures need only be provided for the years in which you requested an advance. If you do not have this information, call your consultant and they will assist you.

MAXIMUM ADVANCE ALLOWED CALCULATION:

$$\text{Cell D3} \times \$ \text{DCA/DEM Award (Do not include any match)} = \text{MAXIMUM ADVANCE}$$

REQUEST FOR WAIVER OF CALCULATED MAXIMUM

- Recipient has no previous DCA/DEM contract history. Complete Estimated Expenses chart and Explanation of Circumstances below.
- Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above.

Complete estimated expenses chart and Explanation of Circumstances below. Attach additional pages if needed.

ESTIMATED EXPENSES

BUDGET CATEGORY	2006-2007 Anticipated Expenditures for First Three Months of Contract
ADMINISTRATIVE COSTS (Include Secondary Administration.)	
PROGRAM EXPENSES	
TOTAL EXPENSES	

Explanation of Circumstances:

Attachment D

Warranties and Representations

Financial Management

Recipient's financial management system shall provide for the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify adequately the source and application of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable cost principles and the terms and conditions of this grant.
- (6) Accounting records, including cost accounting records that are supported by source documentation.

Competition.

All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, 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 objective 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, price, quality and other factors considered. Solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order 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.

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 herein, 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 such standards by officers, employees, or agents of the recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from _____

Licensing and Permitting

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

Attachment E

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Contractor Covered Transactions

- (1) The prospective contractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR:

By: _____
Signature

Recipient's Name

Name and Title

Division Contract Number

Street Address

City, State, Zip

Date

Attachment F
Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
2. 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 USC 1501, et seq.)
3. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
4. 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.
5. 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.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency 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.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. 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.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.