# Memorandum

MIAMI-DADE COUNTY

**Date:** October 19, 2004

Agenda Item No. 3(R)(1)(B)

**To:** Honorable Chairperson Barbara Carey-Shuler, Ed.D. and Members, Board of County Commissioners

**From:** George M. Burgess
County Manager

**Subject:** FY 04 Community Emergency Response Team Contract

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## RECOMMENDATION

It is recommended that the Board approve the attached resolution authorizing the County Manager to execute the FY 04 State Department of Community Affairs Community Emergency Response Team (CERT) contract for the Office of Emergency Management (OEM). The contract awards $28,000.00 in U.S. Department of Homeland Security funds for the period July 1, 2004 to September 30, 2005. No local match funds are required.

## BACKGROUND

The Community Emergency Response Team (CERT) Program educates people about disaster preparedness and trains them in basic disaster response skills, such as fire safety, light search and rescue, and disaster medical operations, including basic first aid. The program trains CERT members to assist others in their neighborhood or workplace following an event and to take a more active role in preparing their community. The program is a component of the Citizen Corps within the U.S. Department of Homeland Security.

The grant funding will allow for twelve new CERT teams of approximately 12 members each to receive training, in addition to personal protective equipment mandated by FEMA, at an estimated cost of $22,000. The remaining $6,000 will fund three CERT refresher courses, as well as cover costs such as the printing and reproduction of course material, equipment for training and support for team drills or exercises.

The funding award letter from the State was issued on July 8, 2004, and this package has been prepared and placed on the next available Public Safety Committee meeting on September 14, 2004 and Board of County Commissioners meeting on October 5, 2004.

Susanne M. Torriente
Assistant County Manager

# MEMORANDUM

(Revised)

**TO:** Hon. Chairperson Barbara Carey-Shuler, Ed.D. and Members, Board of County Commissioners

**DATE:** October 19, 2004

**FROM:** Robert A. Ginsburg
County Attorney

**SUBJECT:** Agenda Item No. 3(R)(1)(B)

**Please note any items checked.**

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 3(R)(1)(B)
10-19-04

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY MANAGER TO EXECUTE THE RETROACTIVE STATE OF FLORIDA COMMUNITY EMERGENCY RESPONSE TEAM CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT; AND AUTHORIZING THE COUNTY MANAGER TO EXECUTE MODIFICATIONS, ACCEPT AND EXPEND FUNDS, AND TO EXERCISE THE CANCELLATION PROVISION CONTAINED THEREIN

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

**WHEREAS**, the U. S. Department of Homeland Security provides funds to State governments for award to local governments in support of Community Emergency Response Team programs,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA,** that this Board approves the contract between Miami-Dade County and the State of Florida Department of Community Affairs for receiving Community Emergency Response Team funds for the period July 1, 2004 through September 30, 2005, in substantially the form attached hereto and made a part hereof, an original of which is on file with the Clerk of the Board; and authorizes the County Manager to execute same for and on behalf of Miami-Dade County, to accept and expend said funds, and to file and execute any necessary modifications and the cancellation provision therein following the approval by the County Attorney's Office.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson
Katy Sorenson, Vice-Chairperson

| | |
|---|---|
| Bruno A. Barreiro | Jose "Pepe" Diaz |
| Betty T. Ferguson | Sally A. Heyman |
| Joe A. Martinez | Jimmy L. Morales |
| Dennis C. Moss | Dorrin D. Rolle |
| Natacha Seijas | Rebeca Sosa |
| Sen. Javier D. Souto | |

The Chairperson thereupon declared the resolution duly passed and adopted this 19th day of October, 2004. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Eric A. Rodriguez

Contract Number: **05-CI-2P-11-23-10-**

CFDA Number: 97.004

**FEDERALLY FUNDED SUBGRANT AGREEMENT**

THIS AGREEMENT is entered into by and between the State of Florida, Department of Community Affairs, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and The Miami-Dade County, Board of County Commissioners (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

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 Department has received these grant funds from the federal government, and has the authority to subgrant these funds to the Recipient upon the terms and conditions hereinafter set forth; and

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

NOW, THEREFORE, the Department 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 Department 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, 2004 and shall end September 30, 2005, unless terminated earlier in accordance with the provisions of paragraph (9) of this Agreement.

(4) MODIFICATION OF CONTRACT; REPAYMENTS

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.

Changes to the amount of funding to be provided may be accomplished by notice from the Department to the Recipient, in the form of certified mail, return receipt requested. The Department may make an award of additional funds by subsequent Award Letter certified mail, return receipt requested, to the Recipient's contact identified in Paragraph (10), below. Should the Recipient determine it does not wish to accept the award of additional funds, then the Recipient shall provide notice to the Department contact within thirty (30) days of receipt of the Award Letter. Otherwise, the Recipient shall provide to the Department its written notice of acceptance within forty-five (45) days of receipt of the Award Letter. The terms of this Agreement shall be considered to have been modified to include the additional funds upon the Department's receipt of the written notice of acceptance and receipt of a budget form which details the proposed expenditure of the additional funds. The budget form will be provided by the Department when the offer of additional funds is made.

Notwithstanding the foregoing, any budget changes which do not increase the overall cost of the project or change the Scope of Work do not require a written modification to this Agreement.

All refunds or repayments to be made to the Department 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 § 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.

(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 for a period of five years from the date the audit report is issued, and shall allow the Department or its designee, Comptroller, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department or its designee, Comptroller, 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 Department, with 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) All records, including supporting documentation of all program costs, shall be 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 Department, 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 Department.

(6) REPORTS

A. By August 15, 2004 an initial report with the appropriate documentation as listed in Part III.B. shall be submitted to the Department for approval. In addition, all invoices for expenses incurred to perform the work or prepare the products should be submitted.

B. By August 15, 2004 a monthly report with the appropriate documentation as listed in Part III.C. shall be submitted to the Department for approval. In addition, all invoices for expenses incurred to perform the work and prepare the products should be submitted.

C. By September 15, 2004 a monthly report with the appropriate documentation as listed in Part III.C. shall be submitted to the Department for approval. In addition, all invoices for expenses incurred to perform the work and prepare the products should be submitted.

D. By October 15, 2004 a monthly report with the appropriate documentation as listed in Part III.C. shall be submitted to the Department for approval. In addition, all invoices for expenses incurred to perform the work and prepare the products should be submitted.

E. By November 15, 2004 a monthly report with the appropriate documentation as listed in Part III.C. shall be submitted to the Department for approval. In addition, all invoices for expenses incurred to perform the work and prepare the products should be submitted.

F. By December 15, 2004 a monthly report with the appropriate documentation as listed in Part III.C. shall be submitted to the Department for approval. In addition, all invoices for expenses incurred to perform the work and prepare the products should be submitted.

G. By January 15, 2005 a monthly report with the appropriate documentation as listed in Part III.C. shall be submitted to the Department for approval. In addition, all invoices for expenses incurred to perform the work and prepare the products should be submitted.

H. By February 15, 2005 a monthly report with the appropriate documentation as listed in Part III.C. shall be submitted to the Department for approval. In addition, all invoices for expenses incurred to perform the work and prepare the products should be submitted.

I. By March 15, 2005 a monthly report with the appropriate documentation as listed in Part III.C. shall be submitted to the Department for approval. In addition, all invoices for expenses incurred to perform the work and prepare the products should be submitted.

J. By April 15, 2005 a monthly report with the appropriate documentation as listed in Part III.C. shall be submitted to the Department for approval. In addition, all invoices for expenses incurred to perform the work and prepare the products should be submitted.

K. By May 15, 2005 a monthly report with the appropriate documentation as listed in Part III.C. shall be submitted to the Department for approval. In addition, all invoices for expenses incurred to perform the work and prepare the products should be submitted.

L. By June 15, 2005 a monthly report with the appropriate documentation as listed in Part III.C. shall be submitted to the Department for approval. In addition, all invoices for

expenses incurred to perform the work and prepare the products should be submitted. Final invoices for expenses incurred to perform the work and prepare the products must be submitted.

M. By July 15, 2005 a monthly report with the appropriate documentation as listed in Part III.C. shall be submitted to the Department for approval. In addition, all invoices for expenses incurred to perform the work and prepare the products should be submitted.

N. By August 15, 2005 a monthly report with the appropriate documentation as listed in Part III.C. shall be submitted to the Department for approval. In addition, all invoices for expenses incurred to perform the work and prepare the products should be submitted.

O. By September 15, 2005 a monthly report with the appropriate documentation as listed in Part III.C. shall be submitted to the Department for approval. In addition, all invoices for expenses incurred to perform the work and prepare the products should be submitted. Final invoices for expenses incurred to perform the work and prepare the products must be submitted.

N. By October 15, 2005 a close-out report shall be submitted to the Department for approval.

(7) MONITORING.

The Recipient shall constantly monitor its performance under this Agreement to ensure that time schedules are being met, the Budget and Scope of Work is being accomplished within specified time periods, and other performance goals are being achieved. Such review shall be made for each function or activity set forth in Attachment A to this Agreement. In addition, the Department will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised (see "AUDIT REQUIREMENTS" below), monitoring procedures may include, but not be limited to, on-site visits by Department 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 any monitoring procedures/processes deemed appropriate by the Department. In the event that the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department 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 Department will monitor the performance and financial management by the Contractor throughout the contract term to ensure timely completion of all tasks.

(8) 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 save the Department 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 Department, 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 Department, 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.

(9) DEFAULT; REMEDIES; TERMINATION.

(a) 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 Comptroller or the Office of Management and Budgeting, or if any of the following events occur ("Events of Default"), all obligations on the part of the Department to make any further payment of funds hereunder shall, if the Department so elects, terminate and the Department may, at its option, exercise any of its remedies set forth herein, but the Department 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:

1. If any warranty or representation made by the Recipient in this Agreement or any previous Agreement with the Department 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 terms or covenants contained in this Agreement or any previous agreement with the Department and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

2. If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with the Department, 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 Department.

3. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete or insufficient information;

4. If the Recipient has failed to perform and complete in timely fashion any of the services required under the Budget and Scope of Work attached hereto as Attachment A.

5. If the Recipient fails to comply with the requirements of statutory objectives of Federal laws or regulations.

(b) Upon the happening of an Event of Default, then the Department may, at its option, upon thirty (30) calendar days prior written notice to the Recipient and upon the Recipient's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the Department from pursuing any other remedies contained herein or otherwise provided at law or in equity:

1. 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 (10) herein;

2. Commence an appropriate legal or equitable action to enforce performance of this Agreement;

3. Withhold or suspend payment of all or any part of a request for payment;

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

5. Exercise any other rights or remedies which may be otherwise available under law;

(c) The Department 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.

(d) In addition to any other remedies, the Recipient shall return to the Department any funds which were used for ineligible purposes under the program laws, rules, and regulations governing the use of the funds under the program.

(e) The Department may terminate this Agreement at any time if the Recipient refuses to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days prior written notice of its intent to terminate pursuant to this provision and shall provide the Recipient an opportunity to consult with the Department regarding the reason(s) for termination.

(f) The Department may terminate this Agreement for its convenience by providing the Recipient with thirty (30) calendar days prior written notice.

(g) 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.

(f) Notwithstanding the above, the Recipient shall not be relieved of liability to the Department by virtue of any breach of Agreement by the Recipient. The Department 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 Department from the Recipient is determined.

(10) 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 Department contract manager for this Agreement is:

Thomas A. Magnuson
2555 Shumard Oak Boulevard
Tallahassee, FL 32303
Telephone: (850) 414-7768
Fax: (850) 922-3388
Email: tom.magnuson@dca.state.fl.us

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

Robert Palestrant
9300 NW 41 St
Miami, FL 33178
Telephone (305) 468-5416
Fax: (305) 468-5401
Email: Bobp@miamidade.gov

(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 (10)(a) above.

(11) OTHER PROVISIONS.

(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 Department 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 Department and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Department 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) No waiver by the Department 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 Department hereunder, or affect the subsequent exercise of the same right or remedy by

the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department 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 or 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 11(g)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.

(12) 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 Department. "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 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 $300,000 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 Department by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Department. 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 Paragraph 12 (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 $300,000 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 $300,000 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: The Department of Community Affairs at each of the following addresses:

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

and

Department of Community Affairs
(program office)
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 Department at each of the following addresses:

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

and

Department of Community Affairs
Citizen Corps/ CERT Program Office
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) Any reports, management letter, or other information required to be submitted to the Department 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 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) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the Comptroller, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, the Comptroller, 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 Department.

(j) 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 Department of all funds not spent in accordance with these applicable

regulations and Agreement provisions within thirty (30) days after the Department has notified the Recipient of such non-compliance.

(k) The Recipient shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.

(l) 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.

(13) SUBCONTRACTS.

(a) If the Recipient subcontracts any or all of the work required under this Agreement, a copy of the executed subcontract must be forwarded to the Department within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department 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.

(14) TERMS AND CONDITIONS.

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

(15) 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 – Copyrights, Patents and Trademark

Attachment D – Assurances
Attachment E – Advance Justification
Attachment F – Warranties and Representations

(16) 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 **$28,000** subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to s. 216.181(16), Florida Statutes. 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 E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

1. ___*___ 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.

(17) STANDARD CONDITIONS.

The Recipient agrees to be bound by the following standard conditions:

(a) 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.

(b) If otherwise allowed under this Agreement, the Agreement may be renewed on a yearly basis for a period that may not exceed two (2) years or for a period no longer than the term of the original agreement, whichever period is longer, specifying the terms under which the cost may change as determined in the pertinent statutes or regulations.

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

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

(e) The Department of Community Affairs 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.

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

(g) 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 (AINA@)]. The Department 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.

(18) LOBBYING PROHIBITION.

(a) No funds or other resources received from the Department 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 representative 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.

(19) COPYRIGHT, PATENT AND TRADEMARK

If applicable to this Agreement, refer to Attachment C for terms and conditions relating to copyrights, patents and trademarks.

(20) 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.

(21) ASSURANCES.

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

(22) VENDOR PAYMENTS.

Pursuant to Section 215.422, Fla. Stat., the Department 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 Department 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) 488-2924 or by calling the State Comptroller's Hotline at 1-800-848-3792.

(23) DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

(a) The applicant certifies that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this application 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 a 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 for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

(b) Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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

Recipient:

BY: _____

Name and title: _____

Date: _____

SAMAS # _____ FID# 59-6000573

STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS

BY: _____

Name and Title: _____

Date: _____

# EXHIBIT – 1

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

**Federal Program (*list Federal agency, Catalog of Federal Domestic Assistance title and number*) -**

- Office of Domestic Preparedness, Department of Homeland Security
- 97.004 State Domestic Preparedness Equipment Support Program (Citizen Corps/ CERT Component)
- Amount: $28,000.00

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

Federal Program:

1. For Fiscal Year (FY) 2004, the following objectives for the Program have been identified:
    a. For Grantees to conduct a CERT Train-the-Trainer (TTT) course (s) to prepare program managers and instructional teams from communities who will initiate or expand the CERT training program.
    b. For local governments to initiate, organize, train and maintain CERTs and to use these teams as an emergency management resource and as a volunteer pool to perform special projects that improve a community's preparedness.
    c. For communities with established CERT programs to continue, maintain, and expand these programs

2. Funding Uses:
    a. The Program funds are to be used to conduct CERT TTT(s) at the State level to prepare program managers and instructional teams to return to their home areas to implement the training.
    b. Funds can also be used for grants to communities to support CERT start-up efforts and expand efforts in existing programs.
    c. Grants are to be used to conduct the Emergency Management Institute's CERT program, which is a 20 hour course including the new "CERT and Terrorism" Module.
    d. Funding may also be used to pay for contractual services acquired for the specific purpose of training and educating CERT members.
    e. Non-expendable classroom equipment for CERT training delivery is limited to 10% of the grant award.

3. Each grantee is required to pass through at least 80 percent of the grant award to local governments. Grantees are not required to match CERT funding and may not impose a match or cost-share requirement on subgrantees.

4. This federal grant period closes on ~~June 30, 2005~~ September 30, 2005

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

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

None.

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

None.

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

None.

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

| | Federal Funds | Total |
|---|---|---|
| 1. Personnel | | |
| A. Salary and Fringe Benefits (no greater than 25% of the total award for program administration) | | |
| B. Contractual Services | | |
| **Subtotal** | | |
| | | |
| 2. Travel **(no greater than 10% of the total award)** | | |
| **Subtotal** | | |
| | | |
| 3. Expenses | | |
| A. PPE Equipment | | |
| B. Reproduction Costs | | |
| C. Non-expendable equipment (no greater than 20% of total award)* | | |
| D. General Office Supplies | | |
| **Subtotal** | | |
| | | |
| **4. Indirect Costs** (no greater than 3% of total award) | | |
| **Subtotal** | | |
| | | |
| **Total** | | |

**Budget Narrative:**

*Please provide more detail regarding the line items listed above*

## I. BUDGET

The revised budget portion of this document must be consistent in format with the budget proposed in the original project application. It must not consist of new line item expenditures, but will indicate whether the cost of the line items detailed in the original budget have increased or decreased from the original information. The Department must approve any proposed deviations from the original budget that may occur during the Agreement period. The total amount of grant money budgeted cannot exceed the amount authorized in the Agreement.

Failure to supply the above-referenced document, or disapproval of this document by the Department, will result in the termination of this agreement.

If the Recipient succeeds in acquiring products or services for less than the budgeted amount, then it must notify the Department and request authorization to apply the unexpended funds to the project, identifying the proposed use for the unexpended funds. If the unexpended funds can be applied to enhance the project through acquisition of additional equipment or services, which will provide the same benefit as the approved project, then the Department may approve the use of the unexpended funds.

## II. SCOPE OF WORK

Community Emergency Response Team (CERT) Training is designed to instruct basic level emergency response techniques within communities. Course Managers may add modules to this training; however, training modules covered in Federal Emergency Management Agency (FEMA) Instructor Guide IG-317 and FEMA Student Manual SM-317 will not be omitted from the training. The modules covered in these documents are: Disaster Preparedness, Fire Safety, Disaster Medical Operations, Light Search and Rescue Operations, CERT Organization, Disaster Psychology, Terrorism and CERT, Sheltering in Place plus the Shelter in Place Video, and Course Review and the Disaster Simulation Exercise. FEMA Student Manual SM-317 will be provided to all course attendees. Trainees must attend all modules including the exercise in order to graduate from the CERT Basic Training Program. Upon successful completion, each Community Emergency Response Team participant shall be provided a certificate of graduation and a Personal Protective Equipment kit, unless exempted by the State CERT Office. This kit is to include at a minimum a bag/backpack, hard hat, ID tag, light stick(s), Latex or nitrate gloves, signal whistle, leather work gloves, protective eyewear, dust mask or simple HEPA mask, reflective vest, marking chalk or marking crayon, flashlight, disaster medical first aid kit, cardboard or simple splint, and a roll of duck tape.

The Recipient will provide, in the required reports, subject to approval by the Division of Emergency Management, information relating to the recipient's plans, accomplishments and delivery of the following items and activities as represented in the proposal to start-up or expand the Community Emergency Response Team program operated by the Recipient, utilizing funding under this sub-grant.

A. Recipients shall provide CERT training to a minimum of 000 participants.

B. Recipients shall Provide, at minimum, Personnel Protective Equipment (PPE), course manuals and certificates to CERT participants. All PPE equipment is to be purchased prior to January 15, 2005. Additionally, a request for payment from the state for all PPE equipment and non-expendable classroom equipment must be submitted to the State CERT Office by January 15, 2005. Failure to comply may result in a termination of this agreement.

C. Recipient shall provide refresher or advanced CERT training, not to exceed $35,000 to graduates of the CERT Basic Training Program.

**III. TIMELINE FOR USE OF FUNDS**

A. All instructional materials, classroom supplies, and instructional tools (i.e. fire extinguisher) must be purchased and a request for payment for these items must be received no later that January 15, 2005. Failure to comply may result in a termination of this agreement.

B. A minimum of 30% of the personnel costs must be incurred, and a request for payment for these costs must be received no later that January 15, 2005. Failure to comply may result in a retraction of funds. A minimum of 60% of personnel costs must be incurred, and a request for payment for the cost must be received no later than March 31, 2005. Failure to comply may result in a termination of this agreement.

C. Programmatic / Technical conference calls will be held quarterly on a schedule to be announced. These conferences are mandatory and attendance of these conference calls will be taken through role call. Failure to attend these calls may result in a termination of this agreement.

**V. PROJECT PROGRESS REPORTING**

A. The recipient will provide a budget when the contract is executed at the local level. If revisions are necessary, they must be made in accordance with Section I.

B. The recipient will provide an initial report that includes the following:

   a. A schedule of CERT training to be presented within the contract period, to include, at a minimum:
      i. Dates of training;
      ii. Name of instructor;
      iii. Location; and
      iv. Estimated number of participants.

   b. If applicable, a schedule of refresher/advanced CERT training to be presented within the contract period, to include, at a minimum:
      i. Date of training;
      ii. Name of instructor;
      iii. Location;
      iv. Training agenda; and
      v. Estimated number of participants.

C. The recipient will provide in all subsequent monthly progress reports:

   a. Documentation of completed CERT training, to include, at a minimum:
      i. Dates training was held;
      ii. Name(s) of instructor;
      iii. Location; and
      iv. Number of participants that successfully completed training.

   b. Documentation that the minimum required items to be provided to all trainees (PPE equipment, manuals, and certificates) were met.

c. Documentation of completed Refresher or Advanced CERT training, to include, at a minimum:
    i. Date training was held;
    ii. Name(s) of instructor;
    iii. Location;
    iv. Copy of training agenda; and
    v. Number of participants that successfully completed training.

d. A list of any CERT activation that has occurred during the contract period, including the number of CERT volunteers activated. Types of activations are:
    i. Drills and exercises;
    ii. Public education activities; and
    iii. Activation for emergency situations.

## VII. SCHEDULE OF WORK AND PAYMENTS

A. By August 15, 2004 an initial report (Form 1) with the appropriate documentation shall be submitted to the Department for approval. In addition, all invoices for expenses incurred to perform the work or prepare the products shall be submitted.

B. By August 15, 2004 a monthly report with the appropriate documentation as listed in Part III.C. shall be submitted to the Department for approval. In addition, all invoices for expenses incurred to perform the work and prepare the products shall be submitted.

C. By September 15, 2004 a monthly report with the appropriate documentation as listed in Part III.C. shall be submitted to the Department for approval. In addition, all invoices for expenses incurred to perform the work and prepare the products shall be submitted.

D. By October 15, 2004 a monthly report with the appropriate documentation as listed in Part III.C. shall be submitted to the Department for approval. In addition, all invoices for expenses incurred to perform the work and prepare the products shall be submitted.

E. By November 15, 2004 a monthly report with the appropriate documentation as listed in Part III.C. shall be submitted to the Department for approval. In addition, all invoices for expenses incurred to perform the work and prepare the products shall be submitted.

F. By December 15, 2004 a monthly report with the appropriate documentation as listed in Part III.C. shall be submitted to the Department for approval. In addition, all invoices for expenses incurred to perform the work and prepare the products shall be submitted.

G. By January 15, 2005 a monthly report with the appropriate documentation as listed in Part III.C. shall be submitted to the Department for approval. In addition, all invoices for expenses incurred to perform the work and prepare the products shall be submitted.

H. By February 15, 2005 a monthly report with the appropriate documentation as listed in Part III.C. shall be submitted to the Department for approval. In addition, all invoices for expenses incurred to perform the work and prepare the products shall be submitted.

I. By March 15, 2005 a monthly report with the appropriate documentation as listed in Part III.C. shall be submitted to the Department for approval. In addition, all invoices for expenses incurred to perform the work and prepare the products shall be submitted.

J. By April 15, 2005 a monthly report with the appropriate documentation as listed in Part III.C. shall be submitted to the Department for approval. In addition, all invoices for expenses incurred to perform the work and prepare the products shall be submitted.

K. By May 15, 2005 a monthly report with the appropriate documentation as listed in Part III.C. shall be submitted to the Department for approval. In addition, all invoices for expenses incurred to perform the work and prepare the products shall be submitted.

L. By June 15, 2005 a monthly report with the appropriate documentation as listed in Part III.C. shall be submitted to the Department for approval. In addition, all invoices for expenses incurred to perform the work and prepare the products shall be submitted. Final invoices for expenses incurred to perform the work and prepare the products must be submitted.

M. By July 15, 2005 a monthly report with the appropriate documentation as listed in Part III.C. shall be submitted to the Department for approval. In addition, all invoices for expenses incurred to perform the work and prepare the products shall be submitted.

N. By August 15, 2005 a monthly report with the appropriate documentation as listed in Part III.C. shall be submitted to the Department for approval. In addition, all invoices for expenses incurred to perform the work and prepare the products shall be submitted.

O. By September 15, 2005 a monthly report with the appropriate documentation as listed in Part III.C. shall be submitted to the Department for approval. In addition, all invoices for expenses incurred to perform the work and prepare the products shall be submitted. Final invoices for expenses incurred to perform the work and prepare the products must be submitted.

P. By October 15, 2005 a close-out report shall be submitted to the Department for approval.

**Attachment B**

**PROGRAM STATUTES AND REGULATIONS**

1. Chapter 252, Florida Statutes
2. Chapter 215.34(2), Florida Statutes
3. 53 Federal Register 8034 "Common Rule: Requirements for State and Local Governments"
4. OMB Circular No. A-21,
5. OMB Circular No. A-87
6. OMB Circular No. A-110
7. OMB Circular No. A-102
8. OMB Circular No. A-122
9. OMB Circular No. A-133
10. Section 768.28, Florida Statutes
11. Chapter 119, Florida Statutes
12. Chapter 120, Florida Statutes
13. Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.)
14. Chapters 10.550 (local government entities) or 10.650 (non-profit organizations), Rules of the Auditor General
15. Chapter 473, Florida Statutes
16. Section 216.181(16), Florida Statutes
17. Cash Management Improvement Act of 1990
18. Chapter 216, Florida Statutes
19. Chapter 112.061, Florida Statutes
20. 8 U.S.C., Section 1324a(e) [Section 27A(e) of the Immigration and Nationality Act ("INA")
21. Section 1352, Title 31, U.S. Code
22. Section 215.422, Florida Statutes
23. Section 55.03(1), Florida Statutes
24. 44 Code of Federal Regulations

25. 44 Code of Federal Regulations, Part 7
26. 44 Code of Federal Regulations, Part 10
27. 44 Code of Federal Regulations, Part 13
28. 44 Code of Federal Regulations, Part 17
29. 44 Code of Federal Regulations, Part 18
30. 44 Code of Federal Regulations, Subchapter B
31. 44 Code of Federal Regulations, Subchapter C
32. 44 Code of Federal Regulations, Subchapter D
33. 44 Code of Federal Regulations, Subchapter E
34. 31 Code of Federal Regulations, Part 205.6

**Attachment C**

**ASSURANCES**

To the extent the following provisions apply to the award of assistance in this Agreement, as determined by the awarding agency, the Subgrantee hereby assures and certifies that:

(a) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(b) It will comply with:

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Subgrantee, this assurance shall obligate the Subgrantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C.: 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(c) The Subgrantee agrees to comply with the Americans With Disabilities Act (Public Law 101-

336, 42 U.S.C. Section 12101 et seq.), where 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;

(d) It will establish safeguards to prohibit employees from using 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 pursuant to Section 112.313 and Section 112.3135, FS;

(e) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(f) It will comply with the provisions of 18 USC 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;

(g) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973 as amended, 42 USC 4002-4107, including requirements regarding 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 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;

(h) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessability Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR Part 40 for residential structures. The Subgrantee will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(i) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 V.S.C. 469a-I, et seq.) by:

(1) Consulting with the State Historic Preservation Office 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 Section 800.8) by the proposed activity; and
(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) abiding by the terms and conditions of the "Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Department of Community Affairs and the Advisory Council on Historic Preservation, (PA)" which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470f, and implementing regulations in 36 CFR part 800.

(4) When any of Recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR 800(2)(e), the Federal Emergency Management Agency (FEMA) may require Recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards), the Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines) (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the Standards, Recipient agrees to participate in consultations to develop, and, after execution by all parties, to abide by, a written agreement that establishes mitigation and recordation measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) Recipient agrees to notify FEMA and the Department if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation for footings and foundations; and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise Recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery of archeological data from the property. If Recipient is unable to avoid the archeological property, develop, in consultation with the SHPO, a treatment plan consistent with the Guidelines and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties." Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do no object within 15 calendar days of receipt of the treatment plan, FEMA may direct Recipient to implement the treatment plan. If either the Councilor the SHPO object, Recipient shall not proceed with the project until the objection is resolved.

(6) Recipient shall notify the Department and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify an HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in

the National Register or affect a known historic property in an unanticipated manner. Recipient acknowledges that FEMA may require Recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. Recipient further acknowledges that FEMA may require Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. Recipient also acknowledges that FEMA will require, and Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) Recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.

(j) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C.: 1681-1683 and 1685 -1686) which prohibits discrimination on the basis of sex;

(k) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(l) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(m) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C.: 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(n) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto;

(o) It will comply with the Laboratory Animal Welfare Act of 1966, 7 U.S.C. 2131-2159, pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this agreement;

(p) It will comply with Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 2000c and 42 3601-3619, as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or nation origin;

(q) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;

(r) It will comply with the Clean Water Act of 1977, as amended, 42 US.C. 7419-7626;

(s) It will comply with the Endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(t) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;

(u) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;

(v) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(w) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;

(x) It will comply with the Rehabilitation Act of 1973, Section 504,29 U.S.C. 794, regarding non-discrimination;

(y) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;

(z) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs;

(aa) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(bb) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(cc) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;

(dd) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and

(ee) It will comply with the Fish and Wildlife Coordination Act of 1958; 16 U.S.C. 661-666;

(ff) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained there on.

(3) Furnish documentation of all qualified personnel licences and all equipment necessary to inspect buildings located in Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U. S. Environmental Protection Agency the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:

   i. Safety Hazards Present
   ii. Health Hazards Present
   iii. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by Recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Department promptly of any unusual existing condition, which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells or septic tanks are to be closed along with the number of wells located on each site.

(10) Comply with mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94 -163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act [42 U.S.C. 1857(h)], Section 508 of the Clean Water Act (33 U.S.1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). This clause shall be added to any subcontracts.

(12) Provide documentation of public notes for demolition activities.

**Attachment D**

**JUSTIFICATION OF ADVANCE**

**P rovide a brief narrative below. The Attached 90 Day Spending Plan Worksheet on the next page must be completed to be eligible for an advance**

# 90 Day Spending Budget For Advance Payment

*Sub-Grantee:* *CONTRACT NUMBER:*

| 1. Organization (Name and complete address) | |
|---|---|
| | |
| 2. Employer Identification Number: | |
| | |
| 3. Program Title and Period: | |
| | |
| | 6. Funds Requested |
| | |
| 4a. Personnel | |
| | |
| b. Fringe Benefits | |
| | |
| c. Travel | |
| | |
| d. Equipment | |
| (only items over $5000) | |
| e. Supplies | |
| as described in budget narrative | |
| f. Other | |
| *as described in budget narrative* | |
| | |
| 5. Totals | |
| | |

# Attachment E

## Reports

*CONTRACTUAL FORMS and REQUIREMENTS*

Initial Report Form 1

1. **This report must be received** prior to July 15, 2003 **in order to be considered in compliance with the terms of the contract.**

Quarterly Report Form 2:

1. This report must be completed in full each month. **This is a required report and must be submitted within 15 days of the end of each month in order to be considered in compliance with the terms of the contract. The ending dates for each month are August 31, 2003, September 30, 2004, October 31, 2004, November 30, December 31, 2004, January 31, 2004, February 28, 2004, March 31, 2004, April 30, 2004, May 31, 2004 and June 30, 2004.**
3. If expenditures do not occur during a given month, a complete explanation should be given on Form 2.

Reimbursement Request (Form 3) and Detail of Claims (Form 4):

1 These forms are to be filed as needed. It is not necessary to wait until the end of each month. Complete Form 3 by filling in all items as needed. Do not send blank forms.
2 Submit form 4 for budget categories (e.g. Personnel, Travel, etc.) in which you have incurred expenditures. The Detail of Claims form must accompany the Reimbursement Request form.
3. Do not include back up documentation with these reports unless it is a deliverable that is outlined in the scope of work. Maintain back up documentation, as it will be needed when audited.
4. The Reimbursement Request form must be signed by the contract manager or someone with equal authority.
5. **Final requests for reimbursement shall be submitted no later than thirty (30) days after the termination date of the Agreement. Any requests received after July 31, 2004, may, in the discretion of the Department, not be reimbursed from this Agreement.**
6. Claims are to be submitted to the following address:

FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT
BUREAU OF RECOVERY A ND MITIGATION/HUMAN SERVICES
2555 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-2100
ATTN: CERT PROGRAM

Close Out Report - (Form 5):

1. The Close Out Report is due as soon as the final payment has been made and all final expenditures have occurred, no later than 45 days from the end of the contract period.
2. The contract cannot be considered closed until the Close Out Report has been received.

Documentation of project expenditures:

1. Grantees must maintain documentation of expenditures for a minimum period of five years following the close of project/program operations unless audits require a longer period of time.

2. Grantees should maintain a financial file with copies of back-up documentation for all paid project/program expenditures made by the grantee during the grant period. Documentation of expenditures against the program will be reviewed and verified during on-site monitoring visits or when necessary by the DEM staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, payroll vouchers, journal transfers, etc. Backup documentation of expenditures should not be sent to the DEM.
3. In order to document hours worked on the program by permanent or temporary staff, the grantee may use its own time and attendance forms.
4. All claims for reimbursement of expenditures must be submitted on the approved DCA financial reporting forms. Claims not submitted on the proper form cannot be processed and will be returned for corrections. **All forms must be submitted in hard copy with original signature to be considered in compliance with the terms of the contract.**

**Forms may be downloaded from the Internet. Please be sure to save the files in the appropriate format before attempting to use. The address is: http://www.floridadisaster.org/director_office/citizen_corps/cert, click on reports under the title: CERT FY03 Sub-Grant Recipients.**

THIS IS A REQUIRED DOCUMENT
CERT - FORM 1

**DUE PRIOR TO AUGUST 15, 2004**

**Please provide the following information that is to occur during the contract period. Please see contract scope of work, Section IIA, for further details.** ***(attach additional pages if needed)*****:**

1. Schedule of CERT Trainings
2. Schedule of CERT Refresher Trainings, *if applicable*
3. Schedule of CERT Presentations (*for CERT Association programs only*)
4. Revised Budget
5. Timeline of Key Activities
6. Complete Listing of all CERT Teams currently in jurisdiction *(for expansion programs only)*

**Signed:** _____ **Date:** _____
**Contract Manager**

MONTHLY STATUS REPORT
THIS IS A REQUIRED DOCUMENT AND MUST BE SUBMITTED MONTHLY
CERT - FORM 2
**Please see contract scope of work, Section IIB, for further details**

MONTH REPORTED:_____

## I. DATA:

| | Total for Month | Total to Date |
|---|---|---|
| Number of participants provided CERT Training | | |
| Number of participants provided PPE equipment | | |
| Number of new CERT Teams formed | | |
| Number of CERT presentations provided** | | |
| Number of participants provided CERT presentations** | | |
| Number of CERT promotional, educational, and recruitment materials distributed to the public | | |
| Number of participants provided CERT Refresher Training | | |

***For CERT Associations only*

## II. SUBMISSIONS: Please check one. *If not submitted, please explain why in the narrative below.*

| | Submitted | Not Submitted | Not Applicable |
|---|---|---|---|
| Rosters of CERT Trainings | | | |
| List/Invoice of PPE Equipment Purchased | | | |
| Rosters of CERT Refresher Trainings | | | |
| Rosters of CERT Presentations** | | | |
| List/Invoice of Equipment and Supplies (not PPE) Purchased | | | |
| Sample copies of promotional, educational, and recruitment materials produced | | | |
| List of other CERT activities | | | |

***For CERT Associations only*

## III. GRANT FUNDS:

| | Total for Month | Total to Date |
|---|---|---|
| Grant funds used | | |

## IV. ACTIVATION

1. Was their any activation of CERT Teams or components thereof for actual emergency duty, projects, information fairs, or other usage during the month? ___ YES ___ NO

2. If yes, for how many times? _____ and how many total CERT volunteers were activated? _____

**V. Narrative:** Please discuss at minimum: work that has been completed, events, progress delays, all reasons why specified documentation was not submitted with this report, any adjustments made to the timeline of the program and/or earlier monthly submissions, and an explanation if expenditures did not occur during the month. If applicable, list the names and coverage locations for any new CERT teams formed during the month. Attach additional pages if needed.

**Signed:** _____ **Date:** _____

**Contract Manager**

# REIMBURSEMENT REQUEST
## FORM 3

Request for Payment Date: _____

GRANTEE : _____ Request for Payment #: _____

ADDRESS: _____ Phone Number: _____

AGREEMENT #: _____ AGREEMENT AMOUNT: _____

COSTS INCURRED DURING THE PERIOD OF : ___/___/___ THROUGH ___/___/___

| | |
|---|---|
| 1. PERSONNEL | $ _____ |
| 2. FRINGE BENEFITS | $ _____ |
| 3. TRAVEL | $ _____ |
| 4. EQUIPMENT | $ _____ |
| 5. SUPPLIES | $ _____ |
| 6. OTHER | $ _____ |
| 7. TOTAL EXPENDITURES | $ _____ |

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed _____
Contract Manager or Financial Officer

**TO BE COMPLETED BY DEM**

| |
|---|
| AWARD AMOUNT - $ |
| PREVIOUS PAYMENTS - $ |
| THIS PAYMENT -$ |
| REMAINING BALANCE -$ |

TOTAL AMOUNT TO BE PAID ON THIS INVOICE

$ _____

## DETAIL OF CLAIMS

## FORM 4

GRANTEE :

AGREEMENT #:

PLEASE SUBMIT A SEPARATE FORM 4 FOR EACH OF THE FOLLOWING CATEGORIES

1. PERSONNEL
2. FRINGE BENEFITS
3. TRAVEL
4. EQUIPMENT (only items over $5000)
5. SUPPLIES
6. OTHER

CATEGORY ----------
SELECT CATEGORY FROM ABOVE LIST

COSTS INCURRED DURING THE PERIOD OF :

DETAIL FOR AWARDED FUNDS ONLY

| VENDOR | DESCRIPTION OF PRODUCT/SERVICES PROVIDED | DATE PAID | CHECK # | AMOUNT |
|---|---|---|---|---|
| | | | | |
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4h

THIS FORM IS BACKUP FOR THE REIMBURSEMENT REQUEST (FORM 3)

TOTAL COSTS

| | |
|---|---|
| GRANT FUNDS | $ |
| CASH MATCH | $ |
| IN KIND MATCH | $ |

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

## Close-Out Report - Form 5

**This form should be completed and submitted to the Department no later than fifteen (15) days after the termination date of the Agreement**

Grantee _____ Agreement No. _____

Address _____ Agreement Amount _____

City and State _____ Agreement Period _____

| Cost Categories | (1) Grant Award Expenditures | (2) Cash Match | (3) In-Kind Match | (4) Total Expenditures (1+2+3) |
|---|---|---|---|---|
| Personnel 1 | | | | |
| Fringe Benefits 2 | | | | |
| Travel 3 | | | | |
| Equipment (only items over $5000) 4 | | | | |
| Supplies 5 | | | | |
| Other 6 | | | | |
| 7 TOTALS | $ | $ | $ | $ |

| (5) Funds Received Under this Agreement * Date | (6) Amount |
|---|---|
| 1 | |
| 2 | |
| 3 | |
| 4 | |
| 5 | |
| 6 | |
| 7 | |
| 8 TOTAL | $ |

Total Funds Received From The Department of Community Affairs Under This Agreement (Column 6, Line 8) _____

Less Total Grant Award Expenditures (Col. 1, Line 7) _____

Equals Balance of Agreement Owed to DCA _____

Refund Due to the State? Yes No

Refund Check Enclosed? Yes No

If No, Enter Date that Refund will be Submitted _____

*Include Any Advanced Funds Received

| | |
|---|---|
| Agreement Amount | |
| Less Total Funds Received under this Agreement (Column 6, Line 8) | |
| Balance of Agreement | |

Refund and/or final interest check are due no later than ninety (90) days after the expiration date of the Agreement.

I hereby certify that the above costs are true and valid costs incurred in accordance with the project Agreement, and that the matching funds, in-kind or cash, were utilized toward the project in this Agreement.

Signed _____
Contract Manager or Financial Officer

Date _____

Make Check Payable To:
Cashier
Department of Community Affairs

Mail To:
Department of Community Affairs
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

## ATTACHMENT F

### 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 federally-sponsored project or program in accordance with the reporting requirements set forth in Section ___.52 of OMC Circular A-110.
(2) Records that identify adequately the source and application of funds for all federally-sponsored activities. These records shall contain information pertaining to Federal 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 outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.
(5) Written procedures to minimize the time elapsing between the transfer of funds to the Recipient from the U.S. Treasury and the issuance or redemption of checks, warrants or payments by other means for program purposes by the Recipient. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31 CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."
(6) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.
(7) 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 organizational 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 Federal 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 subagreements. However, Recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. 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 at least 9:00 am to 5:00 pm, Monday through Friday.

**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.