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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: June 30, 2009

Agenda Item No. 8(E)(1)(A)
Resolution No. R-821-09

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Hurricane Fay

Recommendation
It is recommended that the Board approve the attached resolution authorizing the County Mayor or the County Mayor's designee to execute the Disaster Relief Funding Agreement for Hurricane Fay under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, and all related documents on behalf of the County.

Scope
This action is countywide in scope.

Fiscal Impact/Funding Source
This resolution will allow the County to be reimbursed 87.5 percent for approved Hurricane Fay related costs. County departments, where funding is approved, will assume 12.5 percent of expenditures.

Track Record/Monitor
The Finance Department monitors this program.

Background
On August 16, 2008, Hurricane Fay impacted South Florida and caused measures to be taken throughout all of Miami-Dade to protect people and property. The President of the United States and Governor of the State of Florida declared a state of emergency in Miami-Dade County and other areas of South Florida. This declaration made the County eligible for federal funds for disaster relief activities under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (The Stafford Act). Subsequent to the emergency declaration, disaster relief funding agreement FEMA 3288-EM-FL will be executed between the State of Florida, Department of Community Affairs, and the County. This agreement specifies that the County Mayor and his designated agents are authorized to execute requests for reimbursement, necessary certifications, and other supplementary documentation which may be required to secure funding assistance.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: June 30, 2009

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(E)(1)(A)

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 Mayor'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. 8(E)(1)(A)
6-30-09

RESOLUTION NO. R-821-09

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE DISASTER RELIEF FUNDING AGREEMENT WITH THE STATE OF FLORIDA RELATED TO HURRICANE FAY UNDER THE ROBERT T. STAFFORD DISASTER RELIEF AND EMERGENCY ASSISTANCE ACT §§ 42 U.S.C. 5121-5206 (THE "STAFFORD ACT") AND ALL RELATED DOCUMENTS ON BEHALF OF THE COUNTY

WHEREAS, on August 21, 2008, Tropical Storm Fay, impacted South Florida and caused measures to be taken throughout all of Miami-Dade County to protect people and property; and

WHEREAS, a state of emergency was pronounced by the Governor of the State of Florida in Executive Order Number 08-170; and

WHEREAS, the President of the United States declared an emergency to exist under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (The "Stafford Act"); and

WHEREAS, the Federal Emergency Management Agency (FEMA), as a result of the Presidential Declaration, has made available federal funds for disaster relief activities in FEMA 3288-EM-FL; and

WHEREAS, it is essential that Miami-Dade County enter into all agreements and execute all documents so as to obtain financial assistance from the Government of the United States and the State of Florida under the Stafford Act,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, hereby authorizes the County Mayor or County Mayor's designee to execute the Disaster Relief Funding Agreement

and to appoint designated agents to execute all related documents on behalf of Miami-Dade County.

The foregoing resolution was offered by Commissioner **Jose "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman **aye**
Jose "Pepe" Diaz, Vice-Chairman **aye**

Bruno A. Barreiro	**absent**	Audrey M. Edmonson	**aye**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**aye**
Barbara J. Jordan	**aye**	Joe A. Martinez	**absent**
Dorrin D. Rolle	**aye**	Natacha Seijas	**aye**
Katy Sorenson	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 30th day of June, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Eric A. Rodriguez

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

"State Emergency Response Team"

CHARLIE CRIST
Governor

W. CRAIG FUGATE
Director

Contract Number: 09-PA-C2-11-23-13-579
CFDA Title and Number: 97.036
Disaster Declaration Number: FEMA-3288-EM (TS Fay)
Subgrantee: Miami-Dade County
FIPS No: 086-99086-00

Tropical Storm Fay
Federally Funded Public Assistance Agreement

This Agreement is between the state of Florida, Division of Emergency Management (Grantee) and, the undersigned state agency, political subdivision of the state, private nonprofit organization, or federally recognized Tribal Nation or authorized tribal organization (Subgrantee). This Agreement is based on the existence of the following facts and conditions:

A. On August 21, 2008, President George W. Bush issued an emergency declaration (FEMA-3288-EM) for the State of Florida as a result of Tropical Storm. The declaration authorized Public Assistance (Category A and B) for all 67 counties; and
B. The FEMA-State Agreement dated August 22, 2008 between the State of Florida and the Federal Emergency Management Agency (FEMA) governing the use of such funds requires the state to share the costs eligible for federal financial assistance, and the state has undertaken to share those costs, as appropriated, with its Subgrantees; and

NOW, THEREFORE, the Grantee and Subgrantee, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

ARTICLE I . Definitions . As used in this Agreement, the following terms shall have the following meanings unless another meaning is specified elsewhere:

A. "Eligible activities" are those activities authorized in the FEMA-State Agreement, and in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C §§ 5121-5207 (Stafford Act); in accordance with 44 CFR § 206.44; and applicable policies of the Federal Emergency Management Agency.
B. "FEMA-State Agreement" is the agreement dated August 22, 2008, between the FEMA and the state of Florida, for a presidential emergency declaration designated FEMA-3288-EM-FL.

ARTICLE II. Applicable Law . The parties agree to all the conditions, obligations, and duties imposed by the FEMA-State Agreement and all applicable state and federal legal requirements including, without any limitation on the generality of the foregoing, the requirements of Title 44 of the Code of Federal Regulations (CFR) Part(s) 13 and 206, and the policies of the FEMA. The Subgrantee further agrees to comply with the Statement of Assurances attached hereto as Attachment "A."

ARTICLE III. Funding and Insurance. Subject to an advancement of funds by Grantee to the Subgrantee, the Grantee shall otherwise provide funds on a cost reimbursement basis to the Subgrantee for eligible activities approved by the Grantee and FEMA, as specified in the approved Subgrantee Project Worksheets. However, the Grantee's performance and obligation to pay under this Agreement is contingent upon an appropriation by the State Legislature, subject to any modification in accordance with Chapter 216, Florida Statutes or Florida Constitution, and disbursement shall be consistent with section 252.37, Florida Statutes. The Grantee may provide some portion of any nonfederal share for some subgrantees. As a condition of receipt of the federal funding, the Subgrantee agrees to provide any nonfederal share not paid by the Grantee. The federal allowable costs shall be determined as per 44 CFR Part(s) 13 and 206, which shall be seventy-five (75) percent of all eligible costs unless a higher percentage is approved.

A. The approved Project Worksheets shall be transmitted to Subgrantee, and shall state the cumulative funding allowed, the scope of the eligible project, and the costs eligible under this Agreement. Project Worksheets may obligate or deobligate funding, thereby amending the total funding for the project. The approved Project Worksheets shall document the total eligible costs and the total federal share of those costs, which shall be seventy-five percent of all eligible costs, unless a higher percentage is approved.
B. As a condition to funding under this Agreement, the Subgrantee agrees that the Grantee may withhold funds otherwise payable to Subgrantee from any disbursement to Grantee upon a determination by Grantee or FEMA that funds exceeding the eligible costs have been disbursed to Subgrantee pursuant to this Agreement or any other funding agreement administered by Grantee.
C. As a further condition to funding under this Agreement, for damaged facilities and pursuant to 44 CFR § 206.253, the Subgrantee shall maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is the lesser.

ARTICLE IV. Duplication of Benefits Prohibition . Subgrantee may not receive funding under this Agreement to pay for damage covered by insurance, nor may Subgrantee receive any other duplicate benefits under this Agreement.

A. Without delay, Subgrantee shall advise Grantee of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. All such duplicate benefits are "ineligible costs" which the Subgrantee shall reimburse to the Grantee without delay. The Subgrantee shall also reimburse the Grantee if the Subgrantee receives any duplicate benefits from any other source for any damage identified on the applicable Project Worksheets for which Subgrantee has received payment from Grantee.
B. In the event that Grantee should determine that Subgrantee has received duplicate benefits, by its execution of this Agreement, the Subgrantee gives Grantee or the chief financial officer of the Florida Department of Financial Services the authority to set off the sum of any such duplicate benefits by withholding it from any other funds otherwise due and owing to Subgrantee, or to use such remedies available at law or equity to the repayment of said sums to Grantee.

ARTICLE V. Compliance with Environmental, Planning and Permitting Laws. Subgrantee shall be responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Grantee, and in accordance with applicable legal requirements. If applicable, the contract documents for any project undertaken by Subgrantee, and any land use permitted by or engaged in by Subgrantee, shall be consistent with the local government comprehensive plan. Subgrantee shall ensure that any development or development order complies with all applicable planning, permitting and building requirements. Subgrantee shall engage such competent, properly licensed engineering, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

ARTICLE VI. Required Documentation, Reviews, and Inspections . Subgrantee shall create and maintain documentation of work performed and costs incurred on each project identified in a Project Worksheet sufficient to permit a formal audit comporting with ordinary, customary and prudent public accounting requirements. Upon the failure of Subgrantee to create and maintain such documentation, Grantee may terminate further funding under this Agreement, and Subgrantee shall reimburse to Grantee all payments disbursed earlier to Subgrantee, together with any and all accrued interest.

A. For all projects, Subgrantee shall state on the "Project Completion and Certification Report" that all work was performed in accordance with this Agreement and the requirements in each Project Worksheet, and shall state the date of completion.
B. Grantee will inspect Small Projects by random selection, and will conduct the final inspections on Large Projects, to ensure that all work has been performed within the scope of work specified on the Project Worksheets. Costs not within the approved scope of work shall not be reimbursed.
C. Subgrantee shall submit the following documentation for Large Projects (the Large Project threshold for this declaration is $60,900.00), which can be found at www.FloridaPA.org:
    1. a request for reimbursement;
    2. a summary of documentation, which shall be supported by original documents such as contract documents, invoices, purchase orders, and change orders;
    3. a request for final inspection;
    4. a signed Project Completion and Certification Report upon the completion of all projects; and
    5. a Project Completion and Certification Report specified by subparagraph A. of this Article.

ARTICLE VII. Cost Sharing. The federal share of the eligible costs specified in the Project Worksheets under this Agreement shall be seventy five (75) percent of such costs, unless a higher percentage is approved, and the nonfederal share shall be the remaining amount. Payment of all or a specified portion of the nonfederal share of such costs is contingent upon a potential future State appropriation defining the apportionment of the nonfederal share. Administrative costs in addition to the Project Worksheets that are otherwise eligible under 44 CFR Part 206.228 and do not require matching funds may also be funded by FEMA.

ARTICLE VIII. Payment of Costs . Grantee shall disburse the eligible costs to Subgrantee in accordance with the following procedures:

A. Grantee shall disburse the federal and nonfederal shares of the eligible costs for "Small Projects" to Subgrantee as soon as practicable after execution of this Agreement and formal notification by the FEMA of its approval of the pertinent Project Worksheet.

B. Grantee shall reimburse Subgrantee for the federal and nonfederal shares of the eligible costs for "Large Projects" as soon as practicable after Subgrantee has delivered the following documents to Grantee:
   1. a Request for Reimbursement available at www.FloridaPA.org;
   2. a Summary of Documentation which shall be supported by original documents such as contract documents, invoices, purchase orders, and change orders and is also available at www.FloridaPA.org; and
   3. a letter or notification certifying that the reported costs were incurred in the performance of eligible work.

C. Grantee may advance funds under this Agreement to Subgrantee not exceeding the federal share if Subgrantee meets the following conditions:
   1. Subgrantee shall certify to Grantee that Subgrantee has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;
   2. Subgrantee shall submit to Grantee the budget supporting the request;
   3. Subgrantee shall submit a statement justifying the advance and the proposed use of the funds and specifying the amount of funds requested;
   4. Subgrantee shall submit a completed Request for Advance and Schedule of Projected Expenditures Forms which is also available at www.floridapa.org; and
   5. Subgrantee shall pay over to Grantee any interest earned on advances for remittance to the FEMA as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.

D. Grantee may, in its discretion, withhold its portion of the nonfederal share of funding under this Agreement from Subgrantee if Grantee has reason to expect a subsequent unfavorable determination by the FEMA that a previous disbursement of funds under this Agreement was improper.

ARTICLE IX. Final Payment. Grantee shall disburse the final payment to Subgrantee upon the performance of the following conditions:

A. Subgrantee shall have completed the project to the satisfaction of the Grantee;
B. Subgrantee shall have submitted the documentation specified in Articles VI and VIII of this Agreement;
C. in the case of Large Projects, the Grantee shall have performed the final inspection; or
D. in the case of Small Projects, the project listing and certification shall have been reviewed by Grantee, or Grantee shall have performed a final inspection; and
E. Subgrantee shall have requested final reimbursement.

ARTICLE X. Records Maintenance. The funding of eligible costs under this Agreement and the performance of all other conditions shall be subject to the following requirements, in addition to such other and further requirements as may be imposed by operation of law:

A. The "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," as codified in 44 CFR Part 13, as amended.
B. Office of Management and Budget Circular (OMB) No. A-87, "Cost Principles for State and Local Governments," as amended.
C. OMB Circular A-110, "Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations," as amended.
D. OMB Circular A-122, "Cost Principles for Non-Profit Organizations," as amended.
E. OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as amended.

F. Subgrantee shall retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five years from the date of the final inspection and audit. The Subgrantee shall allow the Grantee or its designee, the comptroller general of the United States, FEMA, the chief financial officer or the auditor general of the state, access to records upon request. The five year period may be extended for the following exceptions:
    1. If any litigation, claim or audit is started before the five year period expires, and extend beyond the five year period, the records shall be retained 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 it is acquired shall be retained for five years after final disposition.
    3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

G. The Subgrantee, 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 Grantee, its employees, and agents (including auditors retained by the Grantee). "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

ARTICLE XI. Reimbursement of Funds. If upon final inspection, final audit, or other review by Grantee, FEMA or other authority determines that the disbursements to Subgrantee under this Agreement exceed the eligible costs, Subgrantee shall reimburse to Grantee the sum by which the total disbursements exceed the eligible costs within forty-five (45) days from the date Subgrantee is notified of such determination.

ARTICLE XII. Repayment by Subgrantee. All refunds or repayments due to the Grantee under this Agreement are to be made payable to the order of "**Department of Community Affairs**" and mailed directly to the following address: **Cashier, Office of Finance and Accounting, Room 155, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.** In accordance with section 215.34 (2), Florida Statutes, if a check or other draft is returned to the Grantee for collection, Recipient shall pay the Grantee a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

ARTICLE XIII. Audit.

A. The Subgrantee 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 Grantee. "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 Subgrantee shall also provide the Grantee or its designee with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

D. If a subgrantee is a state or local government or a non-profits organization as defined in OMB Circular A-133, as revised, and if the Subgrantee expends $500,000 or more, then the subgrantee shall have a single or program specific audit conducted which meets the requirements of the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circular

A-133 Part .200 for the purposes of auditing and monitoring the funds awarded under this Agreement. In connection with the aforementioned audit requirement, the subgrantee shall fulfill for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

1. If an annual financial audit report is required, it shall include all management letters and the contractor's response to all findings, including corrective actions to be taken.
2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.
3. The complete financial audit report, including all items specified in 1 and 2 above shall be sent directly to: **Office of Audit Services, Room 170, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100**. An electronic copy shall also be submitted (via email) to Ms. Aurilla Parrish at aurilla.parrish@dca.state.fl.us

E. If a subgrantee spends less than $500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provision of OMB Circular A-133, as revised, is not required. In the event the contractor expends less than $500,000 in federal awards in its fiscal year and chooses to have an audit conducted in accordance with OMB Circular A-133 Part .200, as revised, the cost of the audit must be paid from non-federal funds.

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

G. If audit is conducted as required by subparagraph D. above, the subgrantee shall send a copy of the reporting package as described Part .320 (c) of OMB Circular A-133, as revised, to the Grantee at <u>each</u> of the following addresses:

Office of Audit Services, Room 170
AND
Public Assistance Office
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

As required by OMB Circular A-133 Part .320 (d), all auditees shall submit the data collection form and one copy of the reporting package to the Federal Audit Clearinghouse at the following address: **Federal Audit Clearinghouse, Bureau of the Census, 1201 East 10th Street, Jeffersonville, IN 47132.**

H. Pursuant to Part .320 (e) of OMB Circular A-133, auditees that are subrecipients shall submit to each pass-through entity one copy of the reporting package describe in Part .320 (c)

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

J. Subgrantee, when submitting financial reporting packages to the Grantee for audits done in accordance with OMB Circular A-133 or section(s) 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Florida Statutes, or Rules of

the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

K. 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 contractor shall be held liable for reimbursement to the Grantee of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Grantee has notified the Grantee of such non-compliance.

L. A subgrantee 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, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above. If an audit is required, the audit must be submitted to the Grantee no later than nine (9) months from the end of the Subgrantee's fiscal year.

ARTICLE XIV. Noncompliance. If the Subgrantee violates this Agreement or any statute, rule or other legal requirement applicable to the performance of this Agreement, the Grantee may withhold any disbursement otherwise due Subgrantee for the project with respect to which the violation has occurred until the violation is cured or has otherwise come to final resolution. If the violation is not cured, Grantee may terminate this Agreement and invoke its remedies under the Agreement as per Article XXIV of this Agreement.

ARTICLE XV. Nondiscrimination by Contractors. Pursuant to 44 CFR Parts 7 and 16, and 44 CFR Part 206.36, the Subgrantee shall undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. Subgrantee shall also be subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 CFR Part 17.

ARTICLE XVI. Modification. The time for performance of this Agreement may be extended once unless the failure of Subgrantee to close out the project is caused by events beyond its control. A modification extending the time for completion of the project and any other modification shall be in writing, and shall take effect only upon execution by both parties. Modifications to any Project Worksheet to be funded under this Agreement may be requested by Subgrantee through Grantee, but the approval of any such modifications shall reside in the sole discretion of FEMA. Any approved modification to a Project Worksheet shall be noted in an additional Project Worksheet version for the project and in any amendment to this Agreement. If otherwise allowed under this Agreement, any extension shall be in writing and shall be subject to the same terms and conditions as those set out in the initial Agreement.

ARTICLE XVII. Time for Performance. The time for the performance of eligible emergency work shall be six (6) months from the date of the presidential emergency declaration, unless extended by the Grantee or FEMA. The time for the performance of eligible permanent work shall be eighteen (18) months from the date of the presidential emergency declaration, unless extended by the Grantee or FEMA. The time for the performance of this Agreement may be extended for cause by Grantee. Extensions shall not be approved for delays caused by lack of cost-share funding. If any extension request is denied by the Grantee or not sought by the Subgrantee, Subgrantee shall only be reimbursed for eligible project costs incurred up to the latest extension for completed projects. Failure to complete any project will be adequate cause for the termination of funding for that project and reimbursement of any and all project costs.

ARTICLE XVIII. Contracts with Others. If the Subgrantee contracts with any other contractor or vendor for performance of all or any portion of the work required under this Agreement, the

Subgrantee shall incorporate into its contract with such contractor or vendor an indemnification clause holding Grantee and Subgrantee harmless from liability to third parties for claims asserted under such contract. The Subgrantee shall also document in the quarterly report the subcontractor's progress in performing its work under this Agreement. For each subcontract, the Subgrantee shall provide a written statement to the Grantee as to whether the subcontractor is a minority vendor, as defined in section 288.703, Florida Statutes.

ARTICLE XIX. Liability. Grantee assumes no liability to third parties in connection with this Agreement. Unless the Subgrantee is a governmental entity covered under section 768.28 (5), Florida Statute, the Subgrantee shall be solely responsible to any and all contractors, vendors, and other parties with whom it contracts in performing this Agreement. Unless the Subgrantee is a governmental entity within the meaning of the preceding sentence, Subgrantee shall indemnify Grantee from claims asserted by third parties in connection with the performance of this Agreement, holding Grantee and Subgrantee harmless from the same. For the purpose of this Agreement, the Grantee and Subgrantee agree that neither one is an employee or agent of the other, but that each one stands as an independent contractor in relation to the other. Nothing in this Agreement shall be construed as a waiver by Grantee or Subgrantee of any legal immunity, nor shall anything in this Agreement be construed as consent by either of the parties to be sued by third parties in connection with any matter arising from the performance of this Agreement. Subgrantee represents that to the best of its knowledge any hazardous substances at its project site or sites are present in quantities within statutory and regulatory limitations, and do not require remedial action under any federal, state or local legal requirements concerning such substances. Subgrantee further represents that the presence of any such substance or any condition at the site caused by the presence of any such substance shall be addressed in accordance with all applicable legal requirements.

ARTICLE X X. Reports. Subgrantee shall provide Quarterly Reports to Grantee, on the Quarterly Report Form conforming to the sample attached as Attachment "B". The first Quarterly Report shall be due at such time as Subgrantee is notified. All subsequent Quarterly Reports shall be due no later than fifteen (15) days after each calendar quarter through final inspection. Quarterly Reports shall indicate the anticipated completion date for each project, together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factors that may affect compliance with this Agreement. Interim inspections shall be scheduled by Subgrantee before the final inspection, and may be required by Grantee based on information supplied in the Quarterly Reports. Grantee may require additional reports as needed, and Subgrantee shall provide any additional reports requested by Grantee as soon as practicable. With respect to the Request for Advance or Reimbursement, the Summary of Documentation, and the Quarterly Reports, the contact for Grantee will be the State Public Assistance Officer.

ARTICLE XXI. Monitoring. The Subgrantee shall monitor its performance under this Agreement, as well as that of its subcontractors, Subgrantee and consultants who are paid from funds provided under this Agreement, to ensure that performance under this Agreement are achieved and satisfactorily performed and in compliance with applicable state and federal laws and rules.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised and section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by Grantee or its agent, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Subgrantee agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Grantee. In the event that the Grantee determines that a limited scope audit of the Subgrantee is

appropriate, the Subgrantee agrees to comply with any additional instructions provided by the Grantee to the Subgrantee regarding such audit. The Subgrantee further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, the Grantee will monitor the performance and financial management by the Subgrantee throughout the contract term to ensure timely completion of all tasks.

ARTICLE XXII. Mandated Conditions. Subgrantee agrees to the following conditions:

A. Bills for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre-audit and post-audit.

B. Grantee may unilaterally terminate this Agreement for refusal by the Subgrantee or its contractors or subcontractors to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statute, that are made or received by Subgrantee or its contractors and subcontractors in connection with this Agreement.

C. Subgrantee agrees that no funds or other resources received from the Grantee disbursed to it under this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

D. Subgrantee certifies that it possesses the legal authority to receive the funds under this Agreement and that it's governing body (if applicable) has authorized the execution and acceptance of this Agreement. The Subgrantee also certifies that the undersigned person has the authority to legally execute and bind Subgrantee to the terms of this Agreement.

E. Subgrantee agrees that responsibility for compliance with this Agreement rests with Subgrantee, and further agrees that noncompliance with this Agreement shall be cause for the rescission, suspension or termination of funding under this Agreement, and may affect eligibility for funding under future Subgrantee Agreements.

F. If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with section 112.061, Florida Statute.

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

H. 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 thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

I. If applicable, the Subgrantee agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), 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.

J. With respect to any subgrantee other than a state agency or political subdivision of the state, which receives funds under this Agreement from the federal government, by signing this Agreement, the Subgrantee 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 Agreement had one or more public transactions (federal, state or local) terminated for cause or default; and
   3. have not within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for (a) the 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, or (b) 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.

   Where the Subgrantee is unable to certify to any of the statements in this certification, the Subgrantee shall submit to the Grantee (by email or facsimile) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" for each prospective subcontractor which Subgrantee intends to fund under this Agreement. See Attachment "C". Such form must be received by the Grantee prior to the Subgrantee entering into a contract with any prospective subcontractor.

K. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subgrantee in this Agreement, in any subsequent submission or response to Grantee 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 Grantee and with thirty (30) days written notice to the Subgrantee, cause the termination of this Agreement and the release of the Grantee from all its obligations to the Subgrantee.

L. 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.

M. The Subgrantee 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.

The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub grantees shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

N. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement have been produced in the United States as required 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

ARTICLE XXIII. Term. This Agreement shall take effect upon its execution by both parties, and shall terminate upon approval of closeout by FEMA, unless terminated earlier as specified elsewhere in this Agreement. Subgrantee shall commence project(s) specified by this Agreement without delay.

ARTICLE XXIV. Events of Default, Remedies, and Termination.

A. Upon the occurrence of any one or more of the following events of default, all obligations of Grantee to disburse further funds under this Agreement shall terminate at the option of Grantee. Notwithstanding the preceding sentence, Grantee may at its option continue to make payments or portions of payments after the occurrence of any one or more such events without waiving the right to exercise such remedies and without incurring liability for further payment. Grantee may at its option terminate this Agreement and any and all funding under this Agreement upon the occurrence of any one or more of the following:
    1. any representation by Subgrantee in this Agreement is inaccurate or incomplete in any material respect, or Subgrantee has breached any condition of this Agreement with Grantee and has not cured in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
    2. Subgrantee suffers any material adverse change in its financial condition while this Agreement is in effect, as compared to its financial condition as represented in any reports or other documents submitted to Grantee, if Subgrantee has not cured the condition within thirty (30) days after notice in writing from Grantee;
    3. any reports required by this Agreement have not been submitted to Grantee or have been submitted with inaccurate, incomplete, or inadequate information; or
    4. the monies necessary to fund this Agreement are unavailable due to any failure to appropriate or other action or inaction by the State Legislature, Florida Department of Financial Services, Congress or Office of Management and Budget.

B. Upon the occurrence of any one or more of the foregoing events of default, Grantee may at its option give notice in writing to Subgrantee to cure its failure of performance if such failure may be cured. Upon the failure of Subgrantee to cure, Grantee may exercise any one or more of the following remedies:
    1. terminate this Agreement upon not less than fifteen (15) days notice of such termination by certified letter to the Subgrantee at the address specified in Attachment "D" of this Agreement, such notice to take effect when delivered to Subgrantee;
    2. commence a legal action for the judicial enforcement of this Agreement;

3. withhold the disbursement of any payment or any portion of a payment otherwise due and payable under this Agreement with Subgrantee; and
4. take any other remedial actions that may otherwise be available under law.

C. Grantee may terminate this Agreement for any misrepresentation of material fact, for failure or nonperformance of any Agreement condition or obligation, or for noncompliance with any applicable legal requirement.

D. Upon the rescission, suspension or termination of this Agreement, the Subgrantee shall refund to Grantee all funds disbursed to Subgrantee under this Agreement.

E. The venue of any action or proceeding by either Grantee or Subgrantee for enforcement of this Agreement or for adjudication of rights, interests, or duties of the parties to it shall lie in the Circuit Court for Leon County, State of Florida.

F. Notwithstanding anything to the contrary elsewhere in this Agreement, the rescission, suspension or termination of this Agreement by Grantee shall not relieve Subgrantee of liability to Grantee for the restitution of funds advanced to Subgrantee under this Agreement, and Grantee may set off any such funds by withholding future disbursements otherwise due Subgrantee under this Agreement until such time as the exact amount of restitution due Grantee from Subgrantee is determined. In the event that FEMA should deobligate funds formerly allowed under this Agreement, the Subgrantee shall immediately repay such funds to Grantee. Any deobligation of funds or other determination by FEMA shall be addressed in accordance with the regulations of that Agency.

ARTICLE XXV. Attachments.

A. All attachments to this Agreement if any are incorporated into this Agreement by reference as if set out fully in the text of the Agreement itself.

B. In the event of any inconsistencies between the language of this Agreement and the Attachments to it if any, the language of the Attachments shall be controlling, but only to the extent of such inconsistencies.

Note: All other grant administrative and electronic forms will be provided by Grantee as necessary or posted on the Grantee's website at www.FloridaPA.org.

ARTICLE XXVI. Notice and Contact. All notices under this Agreement shall be in writing and shall be delivered by email, by facsimile, by hand, or by certified letter to the Grantee at the following addresses (Subgrantee shall complete and submit Attachment "D" which shall serve as the Notice and Contact for the Subgrantee):

Grantee:
Doug Wright, Bureau Chief
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Email: doug.wright@em.myflorida.com

ARTICLE XXVII. Designation of Agent . Subgrantee must complete Attachment "E" by designating two agents to execute any Request for Advance or Reimbursement, certification, or other necessary documentation on behalf of Subgrantee.

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

SIGNATURE PAGE

TROPICAL STORM FAY
FEDERALLY FUNDED PUBLIC ASSISTANCE AGREEMENT
(FEMA-3288-EM)

IN WITNESS HEREOF, the Grantee and Subgrantee have executed this Agreement:

FOR THE GRANTEE:

DIVISION OF EMERGENCY MANAGEMENT

_____ _____

Governor's Authorized Representative Date

DIVISION OF EMERGENCY MANAGEMENT

SIGNATURE PAGE

TROPICAL STORM FAY
FEDERALLY FUNDED PUBLIC ASSISTANCE AGREEMENT
(FEMA-3288-EM)

IN WITNESS HEREOF, the Grantee and Subgrantee have executed this Agreement:

FOR THE SUBGRANTEE:

_____
Name and Title

_____
Signature Date

Federal Employer Identification Number (FEIN): _____

Attachment "A"

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Subgrantee agrees to comply with the following:

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.
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.
3. 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.
4. 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.
5. 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.
6. 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, Florida Statutes.
7. 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.
8. 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.
9. 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.

10. 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 Accessibility 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.
11. 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 U.S.C. 469a-1, et seq.) by:
    a) 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.
    b) Complying with all requirements established by the state to avoid or mitigate adverse effects upon such properties.
    c) Abiding by the terms and conditions of the "Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management 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.
    d) When any of Subgrantee's projects funded under this Agreement may affect a historic property, as defined in 36 CFR 800. (2)(e), the FEMA may require Subgrantee 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, Subgrantee agrees to participate in consultations to develop, and, after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition 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.
    e) Subgrantee agrees to notify FEMA and the Division 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 Subgrantee 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 Subgrantee 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." Subgrantee shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct Subgrantee to implement the treatment plan. If either the Council or the SHPO object, Subgrantee shall not proceed with the project until the objection is resolved.

f) Subgrantee shall notify the Division and FEMA as soon as practicable: (i) of any changes in the approved scope of work for a National Register eligible or listed property; (ii) 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; (iii) 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. Subgrantee acknowledges that FEMA may require Subgrantee 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. Subgrantee further acknowledges that FEMA may require Subgrantee to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. Subgrantee also acknowledges that FEMA will require, and Subgrantee shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

g) Subgrantee 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, Subgrantee intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.

12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.

18. 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.
19. It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642.
20. It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626.
21. It will comply with the Endangered Species Act of 1973, 16 U.S.C. 1531-1544.
22. It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763.
23. It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270.
24. 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.
25. 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.
26. It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination.
27. 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.
28. 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.
29. 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.
30. 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).
31. It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510.
32. 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.
33. It will comply with the Fish and Wildlife Coordination Act of 1958; 16 U.S.C. 661-666.
34. With respect to demolition activities, it will:
    a) Create and make available documentation sufficient to demonstrate that the Subgrantee and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
    b) Return the property to its natural state as though no improvements had ever been contained thereon.
    c) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in Subgrantee'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.
    d) Provide documentation of the inspection results for each structure to indicate: safety hazards present; health hazards present; and/or hazardous materials present.
    e) Provide supervision over contractors or employees employed by Subgrantee to remove asbestos and lead from demolished or otherwise applicable structures.
    f) Leave the demolished site clean, level and free of debris.

g) Notify the Grantee promptly of any unusual existing condition which hampers the contractors work.
h) Obtain all required permits.
i) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
j) 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).
k) Comply with all applicable standards, orders, or requirements issued under Section 112 and 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 CFR Part 15 and 61). This clause shall be added to any subcontracts.
l) Provide documentation of public notices for demolition activities.

ATTACHMENT "B"

Quarterly Report Form

Subgrantee: ______________________________ FIPS: ____________________

Disaster No.: FEMA-3288-EM State Grants Manager: ____________________

Representative: ______________________________ Telephone No.: ____________________

Quarterly Report Period: ____ Jan.-March ____ April-June ____ July-Sept. ____ Oct.-Dec.

Date Submitted: ________________

Project Worksheet Number & Version	Category of PA Assistance	Anticipated Completion Date	Percentage of Project Completed[1]	Status/Remarks[2]

[1] Information is required for FEMA Quarterly Reporting by the Grantee.

[2] Utilize this section to report potential delays, cost overruns or underruns, etc.

Attachment "C"

Certification Regarding
Debarment, Suspension, Ineligibility
and
Voluntary Exclusion

Subcontractor Covered Transactions:

1. The prospective subcontractor of the Subgrantee certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the Subgrantee's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

_____
Name of Company

_____
Street Address

_____
City, State, Zip

_____
Federal Employer Identification Number (FEIN)

By:_____
Signature Date

_____
Subgrantee's Name

_____
Grantee Agreement Number

Attachment "D"

Subgrantee Notice and Contact

Subgrantee	
Name	
Title	
Street Address	
City, State, Zip Code	
Telephone	
Email	

Attachment "E"

Designation of Agents

In order to process Advance Payments in accordance with Article VIII, the Subgrantee designates the following agents to execute any Request for Advance or Reimbursement, certification, or other necessary documentation

Primary Agent
Name:
Title:

Alternate Agent
Name:
Title: