BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: August 17, 2005

Division: Management Services

Bulk Item: Yes ☒ No ☐

Department: Administrative Services

Staff Contact Person: David P. Owens

AGENDA ITEM WORDING: Approval of Disaster Relief Funding Agreement with State of Florida, Department of Community Affairs for expenses related to Hurricane Dennis.

ITEM BACKGROUND: Monroe County has incurred expenses as results of emergency preparation, debris removal, damage to buildings and facilities, etc. Some reimbursement is at 100%; other reimbursement requires County match.

PREVIOUS RELEVANT BOCC ACTION: none.

CONTRACT/AGREEMENT CHANGES: n/a

STAFF RECOMMENDATION: approval

TOTAL COST: to be determined

BUDGETED: Yes ☒ No ☐

COST TO COUNTY: to be determined

SOURCE OF FUNDS: ad valorem taxes

REVENUE PRODUCING: Yes ☐ No ☒

AMOUNT PER MONTH_____
YEAR_____

APPROVED BY: COUNTY ATTY ☐ OMB/PURCHASING ☐ RISK MANAGEMENT ☐

DIVISION DIRECTOR APPROVAL: _____
for Sheila A. Barker

DOCUMENTATION: INCLUDED: ☒ NOT REQUIRED: ☐

DISPOSITION: _____

AGENDA ITEM #: _____

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: State of Florida, Dept. of Community Affairs

Effective Date: upon execution by both parties

Expiration Date: approval of closeout by FEMA

Contract Purpose/Description: Agreement to provide reimbursement of expenses related to Hurricane Dennis

Contract Manager: David P. Owens (Name) 4482 (Ext.) Administrative Services (Department)

for BOCC meeting on 08/17/05

Agenda Deadline: 08/02/05

CONTRACT COSTS

Total Dollar Value of Contract: to be determined Current Year Portion: to be determined

Budgeted? Yes No XX Account Codes: 125-0459101-XXXXXX

Grant: $0.00

County Match: to be determined

ADDITIONAL COSTS

Estimated Ongoing Costs: $0.00 For:

(Not included in dollar value above) (eg. Maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	8-2-05	Yes ☐ No ☑	[illegible] for S Barker	8-2-05
Risk Management	8-2-05	Yes ☐ No ☑	M. Slavik	8-2-05
O.M.B./Purchasing	8/2/05	Yes ☐ No ☑	[illegible]	8/2/05
County Attorney	8/2/05	Yes ☐ No ☑	[illegible]	8/2/05

Comments:_____

OMB Form Revised 9/11/95 MCP #2

STATE OF FLORIDA
Department of Community Affairs

DISASTER RELIEF FUNDING AGREEMENT

Agreement No. 06-DN-@G-11-54-01-550

CFSA No. 52600308 **CFDA No. 97.036**

Subgrantee: Monroe County

FIPS No. 087-99087-00

This Agreement is between the State of Florida, Department of Community Affairs (hereinafter referred to as the "Grantee") and, the undersigned State Agency, political subdivision of the State or private nonprofit organizations (hereinafter referred to as the "Subgrantee"). This Agreement is based on the existence of the following facts and conditions:

A. WHEREAS, Hurricane Dennis beginning July 10, 2005, and thereafter, had a devastating impact upon the State of Florida. The severity of the damage and losses resulted in a proclamation of emergency by the Governor in Executive Order 05-139. In consequence of the Event, the President of the United States on July 10, 2005, declared Major Disaster No. FEMA-DR-1595-FL in Bay, Calhoun, Escambia, Franklin, Gulf, Holmes, Jackson, Monroe, Okaloosa, Santa Rosa, Wakulla, Walton, and Washington counties in the State of Florida. Additional counties may be added to the declaration later. As a result, the Public Assistance Program was made available to eligible applicants in these Declared counties; and,

B. WHEREAS, a FEMA-State Agreement between the State of Florida and the Federal Emergency Management Agency 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,

C. WHEREAS, the Grantee represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein and agrees to comply with all the requirements of this Agreement; and,

D. WHEREAS, the Grantee receives these grant funds from the State of Florida and the federal government, and has the authority, under Section 252.373, Fla. Stat. to disburse these funds to the Subgrantees upon the terms and conditions hereinafter set forth; and,

E. WHEREAS, a Budget Amendment has been prepared and is being considered to provide for the necessary funds and authority for this event. Under the Emergency Management Act, as amended, the Department has authority to administer federal financial assistance from the Federal Emergency Management Agency consequent to a presidential declaration of disaster.

NOW, THEREFORE, the Grantee and Subgrantee, based upon the existence of the foregoing conditions, do further agree to the following:

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 by Public Law 100-707; 44 C.F.R. Part 206.36; and applicable policies of the Federal Emergency Management Agency.

B. "FEMA-State Agreement" is the agreement dated July 20, 2005, between the Federal Emergency Management Agency and the State of Florida, for the Major Disaster No. FEMA-1595-DR-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 44 C.F.R. Parts 13 and 206, and the policies of the Federal Emergency Management Agency.

ARTICLE III. Funding and Insurance. Grantee shall provide funds to the Subgrantee for eligible activities for the projects approved by the Grantee and the Federal Emergency Management Agency, as specified in the approved Project Worksheets. Allowable costs shall be determined as per 44 C.F.R. Parts 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 (75) percent of all eligible costs, unless a higher percentage is approved. Contingent upon an appropriation by the Florida Legislature, 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.

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 Federal Emergency Management Agency 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, the Subgrantee agrees to procure insurance sufficient for the type or types of hazards for which the disaster was declared to cover any and all projects to be funded under this Agreement where insurance is available and reasonable. Subgrantee shall provide Grantee with a certificate of such insurance as a condition to funding under this Agreement.

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. Subgrantee shall without delay 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. Subgrantee shall reimburse Grantee without delay for any duplicate benefits Subgrantee may receive from any other source for any damage identified on the applicable Project Worksheets for which Subgrantee has received payment from Grantee, to the extent of any such duplication.

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-Department of Financial Services of the State of Florida 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.

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. 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 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. Subgrantee shall submit the following documentation for Large Projects (the Large Project threshold for this declaration is $55,500).

1. A Request for Reimbursement conforming to the sample attached to this Agreement as Attachment C.
2. A Summary of Documentation Form conforming to the sample attached to this Agreement as Attachment D, which shall be supported by original documents such as contract documents, invoices, purchase orders, change orders and the like;
3. A request for final inspection;
4. A signed Project Completion and Certification Report upon the completion of all projects; and
5. The Project Completion and Certification Report specified by Paragraph B of this Article.

B. 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.

C. 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.

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, of such costs 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 C.F.R. Part 206.36 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 Federal Emergency Management Agency 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 Form conforming to the sample attached to this Agreement as Attachment C;
2. A Summary of Documentation Form conforming to the sample attached to this Agreement as Attachment D which shall be supported by original documents such as contract documents, invoices, purchase orders, change orders and the like 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 and the advance complies with Section 216.181(16), Florida Statutes (2004):

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 conforming to the samples attached to this Agreement as Attachments A and B and is also available at www.floridapa.org.; and,

5. Subgrantee shall pay over to Grantee any interest earned on advances for remittance to the Federal Emergency Management Agency as often as practicable, and in any event not later than ten (10) business days after the close of each calendar quarter.

D. Subgrantee may make improvements to the project facility in conjunction with its restoration of the facility to its pre-disaster condition in accordance with 44 C.F.R. Part 206.36 with the prior written approval of Grantee.

E. In any case in which Subgrantee certifies to Grantee in writing that the restoration of a damaged public facility to its predisaster condition is not in the best interest of the public, Subgrantee may request Grantee and the Federal Emergency Management Agency to approve an alternate project in accordance with 44 C.F.R. Part 206.36 before the commencement of any work.

F. 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 Federal Emergency Management Agency 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 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;

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 C.F.R. Part 13, as amended;

B. Office of Management and Budget Circular No. A-87, "Cost Principles for State and Local Governments," as amended;

C. Office of Management and Budget Circular No. A-110, "Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations," as amended; and

D. Office of Management and Budget Circular No. A-122, "Cost Principles for Non-Profit Organizations,"

as amended.

E. Subgrantee will maintain all documentation concerning the projects funded under this Agreement until the occurrence of the following events, whichever is the later:

1. The completion of final inspection and final audit, and the final resolution of any issues identified in the same; or,
2. The expiration of five (5) years from the date of disaster closeout under this Agreement.

F. Subgrantee shall make all documentation concerning the projects funded under this Agreement available and accessible to the Comptroller General of the United States, the Grantee, and the Federal Emergency Management Agency between 8:00 a.m. and 5:00 p.m. on weekdays other than official holidays.

ARTICLE XI. Reimbursement of Funds. If upon final inspection, final audit, or other review by Grantee, the Federal Emergency Management Agency 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. Audit. Subgrantee shall submit an Audit of Agreement Compliance to Grantee, and shall have an independent audit performed by a Certified Public Accountant if its total expenditures of federal financial assistance for the most recent fiscal year equal or exceed $500,000.00.

A. Subgrantee will conduct the audit in accordance with the following requirements:

1. The standards established by the Comptroller General of the United States, as specified in the General Accounting Office Standards for Audit of Governmental Organizations, Programs, Activities and Functions;
2. The standards established by the American Institute of Certified Public Accountants;
3. The requirements of § 11.42, Fla. Stat., and the Rules of the Auditor General;
4. The requirements of the Single Audit Act of 1984, Pub. L. 98-502, as amended, 31 U.S.C. §§ 7501-7507, to the extent here applicable; and,
5. Office of Management and Budget Circular No. A-133, as amended, to the extent here applicable.

B. The audit shall be identified by the serial contract identification number for this Agreement. If the Subgrantee is a private nonprofit organization, it shall submit an organization-wide audit.

C. The audit shall be due not later than seven (7) months after the close of the fiscal year for Subgrantee except where Grantee and Subgrantee have mutually agreed upon another date.

D. Subgrantee shall conduct such additional audits as Grantee or the Federal Emergency Management Agency may determine necessary to determine the adequacy, accuracy, and reliability of the internal procedures Subgrantee has in place to protect its assets and to ensure compliance with this Agreement.

E. If this Agreement is closed out without an audit, Grantee may recover from Subgrantee any disallowed costs identified in an audit after such closeout.

ARTICLE XIII. Noncompliance. If the Subgrantee violates this Agreement or any legislation, regulation, 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 Articles XVIII and XXIII of this Agreement.

ARTICLE XIV. Nondiscrimination by Contractors. Subgrantee shall undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement, as per 44 C.F.R. Parts 7 and 16,

and 44 C.F.R Part 206.36. 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 C.F.R Part 17.

ARTICLE XV. 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 the Federal Emergency Management Agency. Any approved modification to a Project Worksheet shall be noted in an additional Project Worksheet version for the project. 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 XVI. Time for Performance. Time shall be of the essence of this Agreement and of the performance of all conditions under it. Subject to any modification extending the time for the performance of this Agreement approved by Grantee or the Federal Emergency Management Agency, the time for the performance of emergency work shall be six (6) months from the date of the Presidential Declaration. The time for the performance of permanent work shall be eighteen (18) months from the date of the Presidential Declaration. For Large Projects the Summary of Documentation and the supporting documents identified in Article VI of this Agreement shall be submitted to the Grantee not later than sixty (60) days after the extension date of the last modification extending the Agreement. Subgrantee shall submit the completed Project Listing to Grantee not later than thirty (30) days from the completion of all work, or the approval of the Final Inspection by the Federal Emergency Management Agency, whichever is later. 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, Subgrantee shall be reimbursed for eligible project costs incurred up to the latest approved date for completion. Failure to complete any project will be adequate cause for the termination of funding for that project.

ARTICLE XVII. 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.

ARTICLE XVIII. Termination. Either of the parties may terminate this Agreement by notice in writing delivered to the address specified in Article XXV of this Agreement. Such termination shall take effect thirty (30) days after the date of such notice. Such termination shall not affect the rights, interests, duties or responsibilities of either of the parties or any allowable costs that have accrued as of the date of the notice of termination.

ARTICLE XIX. Liability. Grantee assumes no liability to third parties in connection with this Agreement. Unless the Subgrantee is a governmental entity covered by § 768.28(5), Fla. Stat., 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 to third parties in connection with the performance of this Agreement, holding Grantee and Subgrantee harmless from the same. Also:

A. 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.

B. 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.

C. 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 XX. Reports. Subgrantee shall provide Quarterly Reports to Grantee, on the Quarterly Report Form conforming to the sample attached as Attachment E. 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. Standard Conditions. Subgrantee agrees to the following conditions:

A. The performance and obligation of Grantee to pay under this Agreement is contingent upon an annual appropriation by the Legislature and the disbursement to Grantee of federal funding in accordance with § 252.37(4), Fla. Stat.

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

C. Grantee may terminate this Agreement for refusal by the Subgrantee and its contractors and subcontractors to allow public inspection of any records subject to the disclosure requirements in § 119.07(1), Fla. Stat., that are made or received by Subgrantee or its contractors and subcontractors in connection with this Agreement. Substantial evidence of noncompliance by Subgrantee or its contractors and subcontractors with these requirements shall constitute the nonperformance of a condition under this Agreement, and shall be adequate cause for termination.

D. Subgrantee agrees that no funds disbursed to it under this Agreement will be used for the purpose of lobbying the Legislature or any of its members, any employee of the State of Florida, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress, in connection with this Agreement or any modifications to this Agreement.

E. Subgrantee certifies that it possesses the legal authority to receive the funds.

F. 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.

G. If otherwise allowed under this Agreement, all bills for all travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes.

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

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

A. Upon the occurrence of any one or more of the following events, 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 or any previous 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 Congress, Legislature, Office of the Comptroller or Office of Management and Budget.

B. Upon the occurrence of any one or more of the foregoing events, 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 Article XXV 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 or any other 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 non-performance of any Agreement condition or obligation, or for noncompliance with any applicable legal requirement.

D. Any deobligation of funds or other determination by the Federal Emergency Management Agency shall be addressed in accordance with the regulations of that Agency.

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

F. 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 Leon County, State of Florida.

G. 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 or any other Agreement until such time as the exact amount of restitution due Grantee from Subgrantee is determined. In the event the Federal Emergency Management Agency should deobligate funds formerly allowed under this Agreement or under any other Agreement funded by the Agency and administered by Grantee, then Subgrantee shall immediately repay such funds to Grantee. If the Subgrantee fails to repay any such funds, then Grantee may recover the same from funding otherwise due Subgrantee.

Subgrantee: Monroe County Board of County Commissioners Disaster #: 1595

ARTICLE XXIV. Attachments.

A. All attachments to this Agreement 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, the language of the Attachments shall be controlling, but only to the extent of such inconsistencies.

C. This Agreement has the following attachments:

1. Attachment A "Request for Advance"
2. Attachment B "Summary of Projected Expenditures"
2. Attachment C "Request for Reimbursement"
2. Attachment D "Summary of Documentation of Expenses Claimed"
3. Attachment E "Quarterly Report Form"
4. Attachment F "Subgrantee Annual Budget Projection Form"

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

ARTICLE XXV. Notice and Contact. All notices under this Agreement shall be in writing and shall be delivered by Internet, by telefacsimile, by hand, or by certified letter to the following respective addresses.

FOR THE GRANTEE:
W. Craig Fugate, Director
Division of Emergency Management
Department of Community Affairs
2555 Shumard Oak Blvd
Tallahassee, Florida 32399-2100

FOR THE SUBGRANTEE:
David P. Owens, Grants Administrator
Monroe County Bd. of County
Commissioners
1100 Simonton St
Key West, FL 33040

ARTICLE XXVI. Designation of Agent. Subgrantee hereby designates David P. Owens as its primary agent, and designates Salvatore Zappulla as its alternate agent, to execute any Request for Advance or Reimbursement, certification, or other necessary documentation.

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

FOR THE GRANTEE:

DEPARTMENT OF COMMUNITY AFFAIRS,
State of Florida,

By _____
W. Craig Fugate, Director
Division of Emergency Management

_____
(Date)
Public Assistance Program
Program

FOR THE SUBGRANTEE:

Dixie M. Spehar
(Printed Name)

_____
(Signed Name)

Mayor
(Title)

_____
(Date)
59-6000749
Federal Employer Identification Number (FEIN)

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 8/2/05

Please Note:

The attached forms, pages 10 through 15 are not to be returned with the signed contract. These forms are for future reimbursement.

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

ATTACHMENT A

Request for Advance for Public Assistance Funds

SUBGRANTEE NAME: _____ DISASTER NO: _____

ADDRESS: _____

DCA AGREEMENT NO: _____ FIPS NO: _____

PW #	CATEGORY	% COMPLETE	PW ELIGIBLE AMOUNT	PREVIOUS PAYMENTS	CURRENT REQUEST

TOTAL CURRENT REQUEST $_____

COMMENTS:

_____

_____

_____

I certify that to the best of my knowledge and belief the above accounts are correct and that all disbursements were made in accordance with all conditions of the DCA agreement and payment is due and has not been previously requested for these amounts.

SUBGRANTEE SIGNATURE: _____

NAME AND TITLE: _____ DATE: _____

FEMA-1595-DR-FL

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

ATTACHMENT B

SCHEDULE OF PROJECTED EXPENDITURES FOR ELIGIBLE DISASTER WORK (SOPE)

Date: _____ FIPS#:_____

Subgrantee:_____

Disaster#:_____ Project Worksheet (PW)#:_____

Estimated Delivery Dates of articles or performance of services within 90 days	Payee/Contractor	Brief Description of the articles or services	Estimated Eligible Costs ($$$)
		Page Subtotal	
		Current Advance Request (All Pages)	
		Total PW Amount	

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

ATTACHMENT C

Request for Reimbursement for Public Assistance Funds

SUBGRANTEE NAME: _____ DISASTER NO: _____

ADDRESS: _____

DCA AGREEMENT NO: _____ FIPS NO: _____

PW #	CATEGORY	% COMPLETE	PW ELIGIBLE AMOUNT	PREVIOUS PAYMENTS	CURRENT REQUEST

TOTAL CURRENT REQUEST $_____

COMMENTS:

_____

_____

_____

I certify that to the best of my knowledge and belief the above accounts are correct and that all disbursements were made in accordance with all conditions of the DCA agreement and payment is due and has not been previously requested for these amounts.

SUBGRANTEE SIGNATURE: _____

NAME AND TITLE: _____ DATE: _____

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

ATTACHMENT D

SUMMARY OF DOCUMENTATION OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK (SOD)

Date: _____ FIPS#: _____

Subgrantee: _____

Disaster#: _____ Project Worksheet (PW)#(s): _____

Applicant's Reference # (Warrant, Voucher, Claim or Schedule #)	Delivery Date of articles or performance of services.	DOCUMENTATION List Documentation (Applicant payroll, material out of applicant stock, applicant-owned equipment and name of vendor or contractor) by category and line item in the approved project application and give a brief description of the articles or services.	Applicant Eligible Costs ($$$)
		Page Subtotal	
		Current Expenditure Request (All Pages)	
		Total PW Amounts for all Approved Versions	
		Over or Under Run ***(Final SOD Only)***	

FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT
SUBGRANTEE QUARTERLY REPORT FORM
ATTACHMENT E

Subgrantee:_____ FIPS:_____ Disaster No. FEMA-_____-DR-FL

Representative:_____ Phone: (___)_____ State Grants Manager:_____

Quarterly Report Period: ____Jan-Mar ____ Apr-Jun ____ Jul-Sep ____Oct-Dec Date Submitted:_____

Project Worksheet Number & Version(s)	Category	Anticipated Completion Date	Percent Complete[a]	Status/Remarks[b]

[a] Reflects work completed on the physical project. Information is required for FEMA Quarterly Reporting by the Grantee.
[b] Utilize this to report potential delays, over/underruns, etc.

FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT
SUBGRANTEE ANNUAL BUDGET PROJECTION FORM
ATTACHMENT F

Subgrantee:_____ FIPS:_____ Disaster No. FEMA-_____-DR-FL

Representative:_____ Phone:(___)_____ State Grants Manager:_____

State Fiscal Year:_____ Date Submitted:_____

Project Worksheet Number & Version(s)	Category	Anticipated Completion Date	Percent Complete[c]	Status/Remarks[d]	Jul-Sep _____ (Year)	Oct-Dec _____ (Year)	Jan-Mar _____ (Year)	Apr-Jun _____ (Year)

[c] Reflects work completed on the physical project to date. Information required for the State's Fiscal Year Budget Projections. Due six months prior to the commencement of the new State's Fiscal Year.

[d] Utilize this to report potential delays, over/underruns. Failure to accurately project quarterly needs may affect the availability of funds in a quarter, which is the basis of legislative requests for state match funding and federal pass through authority.