BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 14, 2004 Division: Public Safety

Bulk Item: Yes X No ___ Department: Emergency Management

AGENDA ITEM WORDING: Approval of an agreement with Florida Department of Community Affairs regarding a State Homeland Security Grant Program, in the amount of $88,142. The County further waives its Policy Requirement for Monroe County venue and consents to venue being in Leon County.

ITEM BACKGROUND:
The purpose of this grant program is to assist in meeting the needs of the County relating to Homeland Security matters. This grant provides funds for enhancements to the County's Emergency Operations Center (EOC). Additionally it contains funds for training, conducting exercises and planning related to Homeland Security.

PREVIOUS RELEVANT BOCC ACTION: None

CONTRACT/AGREEMENT CHANGES: This is a new contract

STAFF RECOMMENDATIONS: Approval

TOTAL COST: N/A **BUDGETED:** Yes ___ No ___ N/A

COST TO COUNTY: N/A **SOURCE OF FUNDS:**

REVENUE PRODUCING: Yes X No ____ **GRANT AMOUNT** $ 88,142.00

APPROVED BY: County Atty YES OMB/Purchasing YES Risk Management YES

DEPARTMENT DIRECTOR APPROVAL: Irene Toner

DIVISION DIRECTOR APPROVAL: James R. "Reggie" Paros

DOCUMENTATION: Included X To Follow____ Not Required____

DISPOSITION:_____ **AGENDA ITEM #** C-13

Revised 2/27/01

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Florida DCA

Contract #05DS -__ -11-54-01

Effective Date: July 1, 2004

Expiration Date: Sept. 30, 2005

Contract Purpose/Description:

This Grant is under the Homeland Security Grant Program. The Award is for enhancements to our EOC and Homeland Security related planning and training. A section also provides funds for planning and conducting exercises related to Homeland Security.

Contract Manager: Thomas P.Cullen,Jr (Name) 6019 (Ext.) Emergency Management Stop 14 (Department/Stop #)

for BOCC meeting on July 14 & 15, 2004 Agenda Deadline: June 29, 2004

CONTRACT COSTS

Total Dollar Value of Contract: $ 88,142.00 Current Year Portion: $ 88,142.00

Budgeted? Yes☐ No ☒ Account Codes: ____-____-____-____-

Grant: $ 88,142.00 ____-____-____-____-

County Match: $ 0 ____-____-____-____-

____-____-____-____-

ADDITIONAL COSTS

Estimated Ongoing Costs: $_____/yr For: _____

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

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	6/3/04	Yes☐ No☑		6/3/04
Risk Management	6/2/04	Yes☐ No☑		6/2/04
O.M.B./Purchasing	6/24/04	Yes☐ No☑		6/25/04
County Attorney	6/23/04	Yes☐ No☑		

Comments: Requires County Commission To Waive Policy Requirement For Venue in Monroe County if approved. Staff

OMB Form Revised 2/27/01 MCP #2

Contract Number: **05DS-___-11-54-01-**

CFDA Number: **97.004**

FEDERALLY FUNDED SUBGRANT AGREEMENT

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

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

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

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

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

(1) SCOPE OF WORK.

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

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

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

(3) PERIOD OF AGREEMENT.

This Agreement shall begin July 1, 2004 and shall end September 30, 2005, unless terminated earlier in accordance with the provisions of paragraph (9) of this Agreement.

(4) MODIFICATION OF CONTRACT; REPAYMENTS

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

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

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

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

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

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

(5) RECORDKEEPING

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

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

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

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

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

(c) All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times

to the Department, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Department.

(6) REPORTS

(a) At a minimum, the Recipient shall provide the Department with semi-annual reports, and with a close-out report.

(b) Semi-annual reports are due to be received by the Department no later than 30 days after the end of each reporting period of the program year and shall continue to be submitted each period until submission of the administrative close-out report. The ending dates for each period of the program year are June 30 and December 31.

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

(d) If all required reports and copies, prescribed above, are not sent to the Department or are not completed in a manner acceptable to the Department, the Department may withhold further payments until they are completed or may take such other action as set forth in paragraph (9). The Department may terminate the Agreement with a Recipient if reports are not received within 30 days after written notice by the Department. "Acceptable to the Department" means that the work product was completed in accordance with generally accepted principles and is consistent with the Budget and Scope of Work.

(e) Upon reasonable notice, the Recipient shall provide such additional program updates or information as may be required by the Department.

(7) MONITORING.

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

the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

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

(8) LIABILITY.

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

(b) Any Recipient who is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible to the extent provided by Section 768.28, Fla. Stat., for its negligent acts or omissions or tortious acts which result in claims or suits against the Department, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(9) DEFAULT; REMEDIES; TERMINATION.

(a) If the necessary funds are not available to fund this agreement as a result of action by Congress, the state Legislature, the Office of the Comptroller or the Office of Management and Budgeting, or if any of the following events occur ("Events of Default"), all obligations on the part of the Department to make any further payment of funds hereunder shall, if the Department so elects, terminate and the Department may, at its option, exercise any of its remedies set forth herein, but the Department may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

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

2. If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with the Department, and the Recipient fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the Department.

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

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

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

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

1. Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (10) herein;

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

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

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

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

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

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

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

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

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

(f) Notwithstanding the above, the Recipient shall not be relieved of liability to the Department by virtue of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, withhold any payments to the Recipient for purpose of set-off until such time as the exact amount of damages due the Department from the Recipient is determined.

(10) NOTICE AND CONTACT.

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

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

Paula Churchwell, Planning Manager
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: (850) 413-9942
Fax: (850) 488-7842
Email: Paula.Churchwell@dca.state.fl.us

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

Thomas P. Cullen, Jr. REP Administrator
490 63rd St. Ocean Ste. 150
Marathon, FL 33050
Telephone 305-289-6019
Fax: 305-289-6333
Email: cullen-thomas@monroecounty-fl.gov

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided in (10)(a) above.

(11) OTHER PROVISIONS.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Department from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

(c) No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

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

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

(f) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract

to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor or discriminatory vendor list.

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

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

2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 11(g)2. of this certification; and

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

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

(12) AUDIT REQUIREMENTS.

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

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

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

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends $300,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal resources awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in Paragraph 12 (d) above, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than $300,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than $300,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from Recipient resources obtained from other than Federal entities).

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

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

and

Department of Community Affairs
(program office)
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

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

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

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

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

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

and

Department of Community Affairs
(program office) Refer to Attachment A - Scope of Work
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

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

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

(i) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the Comptroller, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, the Comptroller, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

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

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

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

Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.

(13) SUBCONTRACTS.

(a) If the Recipient subcontracts any or all of the work required under this Agreement, a copy of the executed subcontract must be forwarded to the Department within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

(14) TERMS AND CONDITIONS.

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

(15) ATTACHMENTS.

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

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

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources
Attachment A – Budget and Scope of Work
Attachment B – Program Statutes and Regulations
Attachment C – Copyrights, Patents and Trademark
Attachment D – Assurances
Attachment E – Advance Justification
Attachment F – Warranties and Representations

(16) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **$88,142.00** subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to s. 216.181(16), Florida Statutes. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any

advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

1. _____ No advance payment is requested.

2. _____ An advance payment of $_____ is requested.

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

(17) STANDARD CONDITIONS.

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

(a) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

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

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

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

(e) The Department of Community Affairs reserves the right to unilaterally cancel this Agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., and made or received by the Recipient in conjunction with this Agreement.

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

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

(18) LOBBYING PROHIBITION.

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

(19) COPYRIGHT, PATENT AND TRADEMARK

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

(20) LEGAL AUTHORIZATION.

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

(21) ASSURANCES.

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

(22) VENDOR PAYMENTS.

Pursuant to Section 215.422, Fla. Stat., the Department shall issue payments to vendors within 40 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the Agreement. Failure to issue

the warrant within 40 days shall result in the Department paying interest at a rate as established pursuant to Section 55.03(1) Fla. Stat. The interest penalty shall be paid within 15 days after issuing the warrant.

Vendors experiencing problems obtaining timely payment(s) from a state agency may receive assistance by contacting the Vendor Ombudsman at (850) 488-2924 or by calling the State Comptroller's Hotline at 1-800-848-3792.

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

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

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

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

(2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

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

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

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

Recipient: Monroe County

BY: _____

Name and title: _____

Date: _____

SAMAS # _____ FID# _____

STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS

BY: _____

Name and Title: _____

Date: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
6/28/04

EXHIBIT 1

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

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

Federal Program (*list Federal agency, Catalog of Federal Domestic Assistance title and number*) -
Federal Department of Homeland Security – Office of Domestic Preparedness
97.004 – ODP 2004, Part I
$88,142.00

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

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

Federal Program:
List applicable compliance requirements as follows:

1. For the purposes of this Agreement, planning, training, equipment, and EOC enhancements will be developed/purchased in accordance with the Homeland Security Strategy Grant Program (HSGP).

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES: N/A

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

State Project (*list State awarding agency, Catalog of State Financial Assistance title and number*) -
$ (amount)

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

NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by the Department of AABC@ for Federal programs, the requirements might be similar to the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-Federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.

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

ATTACHMENT A
Budget and Scope of Work

Proposed Budget

The Recipient is required to provide budget detail worksheets to account for the full allocation of these funds. As outlined in the proposed budget detail worksheet below and the attached scope of work, the funds are to be used for:

Proposed Budget Detail Worksheet			
Category	**Budget Amount**	**Eligible Activity (See Section I. Eligible Activities for Each Category)**	**Actual Cost**
7. EOC Enhancements			
		EOC Assessment	
* Total Available	$16,013.00	Purchase of Equipment based on the EOC Assessment	
		Subtotal	
6. Local Planning			
* Total Available	$49,988.00		
		Subtotal	
57. Local Exercises			
* Total Available	$10,456.00		
		Subtotal	
8. All Discipline Training			
*Total Available	$11,685.00		
		Subtotal	
		Total of Categories	
Administrative Expenses (Not to exceed 2.6% of total budget) *			
		Total Administrative Expenses	
Project Total Cost (Total Categories + Total Administrative Expenses)			$_____

*** Up to 2.6% of the total funding available for each category may be utilized for administrative purposes. Should recipient choose not to retain funds for this purpose, those funds may be applied to the project categories as shown.**

Scope of Work

Funding is provided to perform eligible activities as identified in the Office for Domestic Preparedness (ODP) Fiscal Year 2004/2005 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Homeland Strategy. Eligible activities are outlined in the Scope of Work for each category below.

I. Categories

7. EMERGENCY OPERATIONS CENTER (EOC) ENHANCEMENTS

1. Eligible Activities

a. Projects to be accomplished with funds provided during the contract period may include, but are not limited to the following:

1) EOC Assessment using the Homeland Security Comprehensive Assessment Model (HLS CAM)
2) Assess the EOC for Security and Operational deficiencies
3) This assessment is to be performed by trained representatives from the Regional Domestic Security Task Force (RDSTF)

b. Purchase Equipment based on the EOC Assessment

1) For a detailed list of ODP approved physical security equipment, visit http://floridadisaster.org/DEMprograms.htm

2) Allowable equipment purchases include, but are not limited to the following:
   a) Call Notification Systems
   b) EOC Software
   c) Physical Security Equipment
   d) Video Conferencing Capabilities compatible with the Homeland Security system
   e) Video Downlink Receivers

3) Items purchased must be consistent with State guidance.

2. Report Project Items

a. Completed EOC Assessment
b. List of equipment purchased including the cost of each item

3. EOC Enhancements Programmatic Point of Contact

Specific programmatic questions pertaining to the EOC Enhancements portion of this contract should be addressed to:

Chuck Hagan
850-410-1263
Charles.hagan@dca.state.fl.us

6. LOCAL PLANNING

1. Eligible Activities

Projects to be accomplished with funds provided during the contract period may include, but are not limited to the following:

a. Continuity of Operations (COOP) Planning

Expand the Scope of an existing COOP utilizing the County COOP crosswalk (this document is available for download at http://floridadisaster.org/DEMprograms.htm), for example:

1) Information Technology, Agencies/Jurisdictions Identified within local CEMP
2) Integration of Plans
   a) National Response Plan (NRP)
   b) National Incident Management Plan (NIMS)
      *The adoption of NIMS is required by September 30, 2005, per the most current Department of Homeland Security Guidance.
3) Protocols, Procedures to Implement COOP

If the County elects to provide funding from this agreement to other jurisdictions, the County is responsible for reviewing and approving these jurisdictions' COOP(s) using the criteria in the County COOP crosswalk.

b. Terrorism Incident Response Annex

Expand the Scope of existing County Terrorism Incident Response Annexes using the criteria in the Terrorism Annex crosswalk (this document is available for download at http://floridadisaster.org/DEMprograms.htm), for example:

1) National Incident Management System (NIMS)
   *The adoption of NIMS is required by September 30, 2005, per the most current Department of Homeland Security Guidance.
2) National Response Plan (NRP)
3) Integration of Documents (Local Standard Operating Procedures and/or Standard Operating Guidelines integrated, updated)

c. Integration of Local Plans and Standard Operating Guidelines to Support Regional Planning

1) Integrate local domestic security capabilities and enhancements into the Regional Domestic Security Task Force (RDSTF) Planning Process and Mutual Aid
2) Consistent with RDSTF Template

d. County Comprehensive Emergency Management Plan (CEMP)

Enhance County CEMP to reflect the following, while utilizing the CEMP crosswalk (this document is available for download at http://floridadisaster.org/DEMprograms.htm):

1) Homeland Security Assumptions and Updates (NIMS, NRP, State CEMP)
2) Integration with Municipal, Regional and State Domestic Security Procedures
3) Reflect the Enhancement of Local/Regional Capabilities (Equipment, Training, Domestic Security Teams, and Exercises)

e. Conduct Vulnerability Assessments

1) Utilizing the Homeland Security Comprehensive Assessment Model (HLS CAM), identify critical infrastructure protection projects
2) Identify Capabilities/Shortfalls/Capacity in coordination with the RDSTF

f. Additional Eligible Costs

1) Hiring of full or part-time staff or contractors/consultants to assist with any of the above activities (not for the purpose of hiring public safety personnel)
2) Conferences to facilitate activities listed above
3) Materials required to conduct activities listed above
4) Travel/per diem related to above activities

2. Report Project Items

Draft plans must be submitted no later than close of business June 30, 2005 for the Division of Emergency Management's review and approval (a draft is not necessary for vulnerability assessments). For the CEMP, COOP plans and Terrorism Annexes, a completed crosswalk must be submitted with drafts and final documents.

a. Continuity of Operations (COOP) Planning

1) Copy of sub-contract, if applicable
2) If the County has contracted with a Municipality, provide a copy of an approval letter for the Municipality COOP plan(s)
3) Final Continuity of Operations Plan submitted with completed crosswalk

b. Terrorism Incident Response Annex

Final Terrorism Incident Response Annex submitted with a completed crosswalk

c. County Comprehensive Emergency Management Plan (CEMP)

1) Submit a completed crosswalk
2) Provide DEM with the CEMP's updated sections

d. Vulnerability Assessments

1) List of completed assessment
2) Copy of vulnerability report

3. Planning Programmatic Point of Contact

Specific programmatic questions pertaining to the Planning portion of this contract should be addressed to:

Scott Nelson
850-413-9896
Scott.nelson@dca.state.fl.us

57. LOCAL AND REGIONAL EXERCISES

1. Eligible Activities

a. Exercises conducted with ODP grant funds must be managed and executed in accordance with ODP's Homeland Security Exercise and Evaluation Program (HSEEP). These manuals are located online at http://www.ojp.usdoj.gov/odp/docs/hseep.htm and at http://floridadisaster.org/DEMprograms.htm.

b. Projects to be accomplished with funds provided during the contract period may include, but are not limited to the following:

1) Types of Exercises

a) Tabletop Exercises (Multi-Disciplinary)
b) Functional Exercises (Multi-Disciplinary)
c) Full Field Exercises (Multi-Disciplinary)
- $ Exercise Continuity of Operations (COOP) plan(s)
- $ Exercise the National Incident Management System (NIMS) plan
- $ Executive Level Exercises
- $ Exercise the Integrated Communication and Information Technology
- $ Exercise Terrorism Incident Response Annex

2) Additional Eligible Costs

a) Implementation of the HSEEP
b) Hiring of full or part-time staff or contractors/consultants to assist with any of the above activities (not for the purpose of hiring public safety personnel).
c) Conferences to facilitate activities listed above
d) Supplies/Materials required to conduct activities listed above
e) Travel/per diem related to above activities
f) Overtime/Backfill Costs
g) Other Items – Rental of Space/Locations for exercise planning, exercise signs, badges, etc.

2. Report Project Items

a. Provide a copy of the sub-contract, if applicable.
b. Prior to the exercise, provide DEM with exercise plans.
c. Completed Roster
d. After Action Reports must be provided to DEM within 30 days following the completion of each exercise conducted.

3. Exercise Programmatic Point of Contact

Specific programmatic questions pertaining to the Exercise portion of this contract should be addressed to:

Connie Nunn
850-413-9877
Connie.nunn@dca.state.fl.us

8. ALL DISCIPLINE TRAINING

1. Eligible Activities

Training to be accomplished with funds provided during the contract period may include, but are not limited to the following:

a. Disciplines Selected for Training

1) Law Enforcement
2) Fire/Rescue
3) Emergency Medical Services (EMS)
4) Emergency Management (EM)
5) Public Safety Communications (911)
6) Private Sector
7) Public Works

[Note: Training for specialized teams and health/hospitals is being funded from other sources.]

b. Types of Training

All non-ODP training courses must receive prior approval through the State Administrative Agency (Division of Emergency Management) who will seek concurrence from the Department of Homeland Security. A complete listing of ODP approved courses is located online at http://www.ojp.usdoj.gov/odp/docs/coursecatalog.pdf. For more information on training, visit http://floridadisaster.org/DEMprograms.htm.

1) Positional and Advanced Incident Command System (ICS)
2) National Incident Management System (NIMS)
3) Field Operations Guide (FOG)
4) Train-the-Trainer
5) Mutual Aid/Deployment
6) All ODP or other Federally Approved Courses
7) Protect Critical Infrastructure Initiative (PCII)
8) Regional Domestic Security Task Force (RDSTF) Response Procedures
9) Homeland Security Community Assessment Model (HLS CAM)
10) Homeland Security Exercise and Evaluation Program (HSEEP)
11) Continuity of Operations (COOP)

c. Additional Eligible Training Costs

1) Travel/Per Diem
2) Training Materials/Supplies
3) Instructor Fees
4) Rental of Space/Locations
5) Overtime/Backfill

2. Report Project Items

a. Copy of Agenda
b. Provide the number of students trained, per component; the course name and level
c. Course curriculum, if course is not a federally approved course

3. **Training Programmatic Point of Contact**

Specific programmatic questions pertaining to the Training portion of this contract should be addressed to:

Bill Firestone
850-413-0260
William.firestone@dca.state.fl.us

II. Unauthorized Expenditures

Unauthorized program expenditures are applicable to each selected activity (-ies) and include:

A. Expenditures for items such as general-use software (word processing, spreadsheet, graphics, etc.)
B. General-use computers and related equipment
C. General-use vehicles
D. Licensing fees
E. Weapons systems and ammunition
F. Activities unrelated to the completion and implementation of the State Homeland Security Program (SHSP)
G. Construction or renovation of facilities
H. Recurring Costs

III. Reporting Requirements

Reporting requirements are applicable to each selected activity (-ies)

A. Programmatic Reporting:

The Financial History Report/Status Report is due within 30 days after the end of the reporting periods (June 30 and December 31) for the life of this contract. If a report(s) is delinquent, future financial reimbursements will be withheld until the County's reporting is current.

The Close-out Report is due to FDEM no later than 60 days after the contract is either completed or has expired.

1. Reporting Schedule

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

2. Financial History Report/Status Report may be mailed to:

Paula Churchwell, Planning Manager
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

B. Report Project Items – As applicable to selected activity (-ies)

ATTACHMENT B

Program Statutes and Regulations

1) 53 Federal Register 8034

2) Federal Acquisition Regulations 31.2 and 031.2

3) Section 1352, Title 31, US Code

ATTACHMENT C

Copyright, Patent and Trademark

(a) If the Recipient brings to the performance of this Agreement a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

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

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

ATTACHMENT D

Statement of Assurances

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

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.

2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)

3. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.

4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the

Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

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

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

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

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

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

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

ATTACHMENT E

Advance Justification

ATTACHMENT F

Warranties And Representations
Financial Management

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

(1) Accurate, current and complete disclosure of the financial results of this federally-sponsored project or program in accordance with the reporting requirements set forth in Section ___.52 of OMC Circular A-110.
(2) Records that identify adequately the source and application of funds for all federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
(3) Effective control over and accountability for all funds, property and other assets. Recipient shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.
(4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.
(5) Written procedures to minimize the time elapsing between the transfer of funds to the Recipient from the U.S. Treasury and the issuance or redemption of checks, warrants or payments by other means for program purposes by the Recipient. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31 CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."
(6) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.
(7) Accounting records, including cost accounting records that are supported by source documentation.

Competition.

All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The Recipient shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, price, quality and other factors considered. Solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes Of Conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. However, Recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be

applied for violations of such standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from at least 9:00 am to 5:00 pm, Monday through Friday.

Licensing and Permitting

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

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

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

(f) Notwithstanding the above, the Recipient shall not be relieved of liability to the Department by virtue of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, withhold any payments to the Recipient for purpose of set-off until such time as the exact amount of damages due the Department from the Recipient is determined.

(10) NOTICE AND CONTACT.

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

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

Paula Churchwell, Planning Manager
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: (850) 413-9942
Fax: (850) 488-7842
Email: Paula.Churchwell@dca.state.fl.us

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

_____
_____
_____
Telephone
Fax:
Email:

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided in (10)(a) above.