

*Levy County Board of County Commissioners  
Agenda Item Summary*

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:  
SHIP-Shenley Neely

2. MEETING DATE:  
JUNE 21, 2016

3. REQUESTED MOTION/ACTION:

A motion to approve Resolution 2016-039 adopting corrections to SHIP Local Housing Assistance Plan (LHAP) Fiscal Years 2016/2017, 2017/2018 and 2018/2019 approved April 19, 2016, to incorporate comments by Florida Housing Financial Corporation (FHFC) review committee.

4. IS THIS ITEM BUDGETED ( IF APPLICABLE ) ? : YES X NO \_\_\_ IF NO, STATE ACTION REQUIRED

BUDGET ACTION: NONE

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES \_\_\_ NO \_\_\_ BUDGET OFFICER APPROVAL \_\_\_ DATE

5. BACKGROUND: ( WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED )

The attached is the updated SHIP LHAP for Fiscal Years 2016/2017, 2017/2018 and 2018/2019 having received provisional approval from FHFC with comments on May 4, 2016. The changes are indicated in underline and ~~strikethrough~~ text. Once approved the document will be submitted to FHFC for their records.

1. Resolution approving plan. ( Requires Chairman Signature)
2. Certification of Report Submission ( Requires Chairman Signature)

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	REVIEW COUNTY ATTORNEY	COUNTY COORDINATOR
YES <u>X</u> NO	YES ___ NO	YES ___ NO	YES ___ NO	YES <u>X</u> NO	YES ___ NO
				APB 6-15-16	

7. COMMISSION ACTION:

\_\_\_ APPROVED

\_\_\_ DENIED

\_\_\_ DEFERRED DATE TO BRING BACK:

\_\_\_ OTHER SPECIFY:

**RESOLUTION  
2016-039**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, AMENDING THE LEVY COUNTY STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) LOCAL HOUSING ASSISTANCE PLAN COVERING STATE FISCAL YEARS 2016/2017, 2017/2018, AND 2018/2019, PREVIOUSLY ADOPTED BY RESOLUTION 2016-23; ADOPTING TECHNICAL AMENDMENTS; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on April 19, 2016, the Board of County Commissioners Levy County ("the Board") adopted Resolution 2016-23, which adopted the County's Local Housing Assistance Plan for fiscal years 2016/2017, 2017/2018 and 2018/2019; and

**WHEREAS**, the Board now desires to amend the Local Housing Assistance Plan for fiscal years 2016/2017, 2017/2018 and 2018/2019 to incorporate technical amendments as the result of the review of such Local Housing Assistance Plan by the Florida Housing Finance Corporation;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, LEVY COUNTY, FLORIDA:**

**Section 1.** The Levy County Local Housing Assistance Plan for fiscal years 2016/2017, 2017/2018, and 2018/2019 adopted by Resolution 2016-23 ("prior LHAP") is hereby amended to include the technical amendments shown on the attached LHAP document (additions shown as underlined, deletions shown as ~~crossed through~~).

**Section 2.** This Resolution and the attached Local Housing Assistance Plan amendment will be forwarded to the Florida Housing Finance Corporation upon adoption.

**Section 3.** This Resolution shall take effect as of the date of adoption by the Board of County Commissioners.

**DULY PASSED AND ADOPTED** this the 21<sup>st</sup> day of June, 2016.

**BOARD OF COUNTY COMMISSIONERS  
LEVY COUNTY, FLORIDA**

\_\_\_\_\_  
John Meeks, Chairman

**LEVY COUNTY  
BOARD OF COUNTY COMMISSIONERS**



**SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)**

**2016-2017, 2017-2018 and 2018-2019**

**Board Approved:**

**April 19, 2016**

**June 21, 2016**

**I. Program Details:**

**A. Name of the participating local government:**

Levy County Board of County Commissioners

Is there an Interlocal Agreement: Yes \_\_\_\_\_ No X

If "Yes", name the local governments (s) in the Interlocal Agreement: \_\_\_\_\_

**B. Purpose of the program:**

1. To meet the housing needs of the very low, low and moderate income households;
2. To expand production of and preserve affordable housing; and
3. To further the housing element of the local government comprehensive plan specific to affordable housing.

**C. Fiscal years covered by the Plan:**

2016-2017, 2017-2018 and 2018-2019

**D. Governance:**

The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. The SHIP Program does further the housing element of the local government Comprehensive Plan.

Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

Levy County is in compliance with these applicable rules and statutes.

**E. Local Housing Partnership:**

The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

Local housing partnerships consist of Homebuyer Education Class administered by the Levy County Extension/University of Florida and Homebuyer Education Workshop administered by the Neighborhood Housing and Development Corporation Home Ownership Center.

**F. Leveraging:**

The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match

Support services are available from the various county partners and other sources. Available support services may include but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Foreclosure Counseling and Transportation which will be undertaken through qualified HUD approved agencies.

**L. Purchase Price Limits:**

The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the median area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

- U.S. Treasury Department  
 Local HFA Numbers

**M. Income Limits, Rent Limits and Affordability:**

The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at [www.floridahousing.org](http://www.floridahousing.org).

"Affordable" means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Section 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

**N. Welfare Transition Program:**

Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

**O. Monitoring and First Right of Refusal:**

In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of \$10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above.

Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit

1. Paint and primers that meet the Green Seal G-11 Environmental Standard.
2. Low flow water fixtures in bathrooms—WaterSense labeled products
3. Use of all eligible energy star appliances.

**U. Describe efforts to meet the 20% Special Needs set-aside:**

The County will advertise about the availability of funds for this special group as well as maintain continuous dialogue with the various civic groups and organizations which have a direct relationship with individuals falling within this classification.

**V. Describe efforts to reduce homelessness:**

The County's efforts to reduce homelessness includes but is not limited to:

1. Working with other local partners with rehabilitation of derelict homes throughout the County.
2. Providing the much needed down payment and closing cost individuals now entering the labor force.
3. Having flexible lot sizes as an incentive for developer of affordable housing.

**Section II. LHAP Strategies:**

**A.**

<b>Purchase Assistance with Rehab</b>	<b>Code 1,2</b>
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**a. Summary of Strategy:**

SHIP funds will be awarded for down payment and closing costs to households to purchase a newly constructed or existing home. A newly constructed home must have received a certificate of occupancy within the twelve months prior to the contract for sale and purchase. Additional funds will be made available for home repairs to assist eligible households with the purchase of existing homes in need of rehabilitation. These funds are to make repairs primarily to provide a safe and sanitary habitation and/or corrections of code violations and as best as possible be based around green housing and energy efficiency.

Prospective homebuyers must qualify as a First Time Homebuyer under the HUD definition: An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned with a former spouse while married. An individual

10-year term. As long as the recipient continues to own the assisted property and live in the property as their principal residence during the term of the mortgage, then the loan will be forgiven.

A portion of the deferred payment second mortgage may be forgiven in cases where the loan-to-value ratio exceeds 100% and the home must be sold due to a catastrophic event (i.e. borrower's death or divorce, and extended illness of the borrower or a close an immediate family member who depends primarily on the borrower for support, etc). A repayment from this program shall be considered program income. Should the owner die prior to the completion of the 10-year term the loan is forgiven.

5. *Default/Recapture:*

Default of the loan occurs if the owner ~~Mortgagor~~ no longer resides in the home as the principal residence or if any part of the Property or any interest in it is sold, transferred, gifted or otherwise conveyed, whether by voluntary act, involuntarily, by operation of law or otherwise, or if Mortgagor is divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the Property, or if the Property is leased or rented. The consequence of a default will be recapture.

A subordination of this deferred payment mortgage will only be approved under the guidelines of the Subordination Policy established by the County's SHIP Program which is attached to this LHAP as Exhibit I.

f. **Recipient Selection Criteria:**

1. Applicants meeting the following threshold requirements will be served on a first qualified, first served basis. However, should more applications be received than funding allows, names will be placed on a waiting list based on time and date received. Applicants will be ranked for assistance with the priorities for Special Needs, Essential Services Personnel and income groups as described in section I. (I) of this plan.
2. Have successfully completed the homebuyer's education class provided by

b. **Fiscal Years Covered:** 2016-2017, 2017-2018 and 2018-2019

c. **Income Categories to be served:**

Extremely Low, Very Low, Low and Moderate

d. **Maximum award:**

INCOME CATEGORY	MAXIMUM REHABILITATION AWARD
Extremely Low	\$15,000
Very Low	\$15,000
Low	\$12,000
Moderate	\$10,000

e. **Terms:**

1. *Loan/deferred loan/grant:* Deferred Payment Loan secured by a recorded mortgage and note.
2. *Interest Rate:* 0%
3. *Term:* 10 years
4. *Forgiveness/Repayment:* Payment in full is due upon sale if sold within the 10-year term. As long as the recipient continues to own the assisted property and live in the property as their principal residence during the term of the mortgage, then the loan will be forgiven.

A portion of the deferred payment rehabilitation mortgage may be forgiven in cases where the loan-to-value ratio exceeds 100% and the home must be sold due to a catastrophic event (i.e. borrower's death or divorce, and extended illness of the borrower or ~~a~~ an immediate family member who depends primarily on the borrower for support, etc). A repayment from this program shall be considered recapture. Should the owner die prior to the completion of the 10-year term the loan is forgiven.

5. *Default/Recapture:*

Default of the loan occurs if the owner ~~Mortgagor~~ no longer resides in the

C.

<b>Disaster Repair/Mitigation</b>	<b>Code 5</b>
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**a. Summary of Strategy:**

SHIP funds will be awarded to eligible households following a natural or man-made disaster as declared by Executive Order by the President of the United States or Governor of the State of Florida. This strategy will only be implemented in the event of a natural or man-made disaster using any funds that have not yet been encumbered or additional disaster funds issued by Florida Housing Finance Corporation. SHIP disaster funds may be used for items such as, but not limited to:

- i. Purchase of emergency supplies for eligible households to weatherproof damaged homes;
- ii. Interim repairs to avoid further damage;
- iii. Tree and debris removal required to make the individual housing unit habitable;
- iv. Construction of wells or repair of existing wells where public water is not available;
- v. Payment of insurance deductibles for rehabilitation of homes covered under homeowner's insurance policies;
- vi. Security deposit;
- vii. Rental assistance for eligible recipients that have been displaced from their homes due to damage from the declared disaster;
- viii. Fees for building permits; and
- ix. Expenses to prevent flooding of homes, such as, sandbags, sand, and pump rental, etc.

**b. Fiscal Years Covered: 2016-2017, 2017-2018 and 2018-2019**

**c. Income Categories to be served:**

qualified, first served, however, should more applications be received than funding allows, names will be placed on a waiting list based on time and date received. Applicants will be ranked for assistance with the priorities for Special Needs, Essential Services Personnel and income groups as described in section I. (I) of this plan.

2. Applicants must own and occupy the assisted property as a principal residence.
3. Applicants may only use SHIP funds once within a lifetime.
4. Mobile or manufactured homes are ineligible for this program.
5. Applicant agrees to maintain homeowner insurance on property for the full replacement value of the rehabilitated unit. Said property insurance shall be maintained during the duration of the DPL and shall list the Levy County Board of County Commissioners as a mortgage in the loss-payable provision thereof as its interest may appear.
6. All property taxes/assessments must be current, there may not be any judgments or liens and any first mortgage must be current on said property.
7. Maximum property values shall not exceed maximum purchase price for new or existing single family housing as established by the Housing Delivery Goal chart.
8. If home is uninhabitable or dilapidated and homeowner does not have alternative housing or financial resources to alleviate the situation, the homeowner may apply for the Purchase Assistance Program.

**g. Sponsor/Developer Selection Criteria: N/A**

### **III. LHAP Incentive Strategies**

In addition to the required Incentive Strategy A and Strategy B, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

- A. Name of the Strategy: Expedited Permitting**  
Permits as defined in ss. 163.3164 (15) and (16), F.S. for affordable housing projects are expedited to a greater degree than other projects.

Levy County provides expedited permitting to affordable single and multifamily, attached or detached residential and planned or mixed developments that include affordable housing. The

**IV. EXHIBITS:**

- A. Administrative Budget for each fiscal year covered in the Plan.
- B. Timeline for Estimated Encumbrance and Expenditure.
- C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.
- D. Signed LHAP Certification.
- E. Signed, dated, witnessed or attested adopting resolution.
- F. Ordinance: (If changed from the original creating ordinance).
- G. Interlocal Agreement.
- H. Other Documents Incorporated by Reference.

**Levy County Board of County Commissioners  
Agenda Item Summary**

**1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:**  
SHIP-Shenley Neely

**2. MEETING DATE:**  
June 21, 2016

**3. REQUESTED MOTION/ACTION:**

A motion to approve State Housing Initiative Partnership (SHIP) Program Fiscal Year 2016-2017 Funding Certification to be submitted to Florida Housing Finance Corporation

**4. IS THIS ITEM BUDGETED ( IF APPLICABLE ) ? : Yes  No  IF NO, STATE ACTION REQUIRED**

BUDGET ACTION: NONE

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES  NO  BUDGET OFFICER APPROVAL  DATE

FUNDING SOURCE :

ACCOUNT NUMBER:

**5. BACKGROUND: ( WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED )**

The Levy County SHIP Program has been informed by Florida Housing Coalition (FHC) that SHIP received an appropriation of funding for fiscal year 2016-2017 from the Legislature (subject to Governor Scott's approval) in the amount of \$135.5 million. Special emphasis is again being placed on special needs and homelessness with a minimum of 20 % of the allocation being required to be spent on this area. Based on a population driven formula Levy County will be allocated \$350,000.00. The state requires that the Funding Certification form be completed, signed and return to FHC prior to the release of funding to the county.

- Requires signature of Chairman of the Board.

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
Yes <input checked="" type="checkbox"/> No	Yes <input type="checkbox"/> No				

**7. COMMISSION ACTION:**

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

**Statutory Revision (new subsection added to 420.9072)**

(b) A county or an eligible municipality may not expend its portion of the local housing distribution to provide ongoing rent subsidies, except for:

1. Security and utility deposit assistance.
2. Eviction prevention not to exceed 6 months' rent.
3. A rent subsidy program for very-low-income households with at least one adult who is a person with special needs as defined in s. 420.0004 or homeless as defined in s. 420.621. The period of rental assistance may not exceed 12 months for any eligible household.

**References**

*420.0004 (13), F.S. "Person with special needs" means an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.*

*393.063 (9), F.S. "Developmental disability" means a disorder or syndrome that is attributable to retardation, cerebral palsy, autism, spina bifida, or Prader-Willi syndrome; that manifests before the age of 18; and that constitutes a substantial handicap that can reasonably be expected to continue indefinitely.*

**Certifications for SHIP Fiscal Year 2016-2017 Funding:**

Levy County

agrees that:

*Local Government Name*

1. The city/county has read and understands the legislative requirements for SHIP for 2016-2017. These include: Special Needs set-aside (20%) requirement, the ability to provide limited rent subsidies, the ability to use up to 25% of allocation for rental, revised AHAC membership.
2. The city/county understands that we are required to meet the goals as described in the language for the allocation of SHIP funds for fiscal year 2016-2017 in addition to meeting all other SHIP program requirements in section 420.9071-9079, Florida Statutes, and chapter 67-37, Florida Administrative Code.
3. The city/county will use at least 20% of the allocation of SHIP funds for fiscal year 2016-2017 for special needs households as defined in section 420.0004 (13), Florida Statutes, through approved strategies or by incorporating new strategies, prioritizing funding for persons with developmental

*Levy County Board of County Commissioners  
Agenda Item Summary*

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:  
EMERGENCY MANAGEMENT, JOHN MACDONALD, 5213

2. MEETING DATE:  
June 21, 2016

3. REQUESTED MOTION/ACTION

A) 7 DAY EXTENSION OF TROPICAL STORM COLIN LOCAL STATE OF EMERGENCY DECLARATION.

4. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES \_\_\_ NO \_\_\_ IF NO, STATE ACTION REQUIRED

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES \_\_\_ NO \_\_\_ BUDGET OFFICER APPROVAL \_\_\_\_\_ DATE

**BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)**

**TO MAKE SURE IF THERE ARE ANY REIMBURSEMENT RECOVERY COSTS FROM TROPICAL STORM COLIN FROM WORK BEING DONE WE HAVE DOCUMENTATION SUPPORT.**

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES <input checked="" type="checkbox"/> NO	YES ___ NO	YES ___ NO	YES ___ NO	YES <input checked="" type="checkbox"/> NO	YES ___ NO

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

# COUNTY COMMISSIONERS LEVY COUNTY, FLORIDA



GOVERNMENT  
SERVING  
CITIZENS

John Meeks  
District 1

Rock Meeks  
District 2

Mike Joyner  
District 3

Lilly Rooks  
District 4

Danny Stevens  
District 5

## EMERGENCY DECLARATION 2016-038

WHEREAS, Levy County has potential to suffer impacts from the severe flooding, rain and wind from Tropical Storm Colin;  
and

WHEREAS, said County is expected to continue to suffer from the effects of flooding, rain and wind for some undefined period of time; and

WHEREAS, damage to homes, businesses, agricultural operations, boating, fishing, travel, and other activities and facilities, due to severe flooding, heavy rain; and wind, is projected which will cause severe transportation problems; and

WHEREAS, these conditions constitute a potential life threatening situation for the citizens and visitors to Levy County; and

WHEREAS, these conditions constitute a potential for property damage to property of Levy County; and

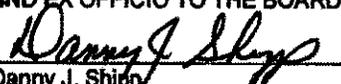
WHEREAS, the conditions constitute a potential for economic losses to the aquaculture and agriculture industry in Levy County; and

**NOW THEREFORE, BE IT THEREFORE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY:**

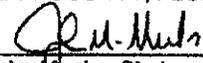
That the Levy County Board of County Commissioners hereby declares that a Local State of Emergency exists in Levy County and that all County Departments are authorized and requested to provide any life saving assistance necessary under the authority of Florida Statutes, Chapter 252 and the Levy County Comprehensive Emergency Management Plan; and

As provided in Chapter 252, Florida Statutes, all normal formalities related to procurement, hours of employment of County employees, notice provisions and other procedures usually followed or required by law are hereby waived.

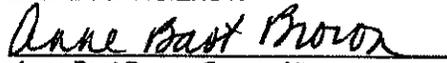
ENACTED this the 14<sup>th</sup> day of June, 2016 and ratified this the 21<sup>st</sup> day of June, 2016.

ATTEST:  
CLERK OF THE CIRCUIT COURT  
AND EX OFFICIO TO THE BOARD  
  
Danny J. Shipp

BOARD OF COUNTY COMMISSIONERS  
LEVY COUNTY, FLORIDA

  
John Meeks, Chairman

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
Anne Bast Brown, County Attorney

z:\res\emergencydeclaration\_colin-tropical storm\_extension1final

P.O. Box 310 Bronson Florida 32621  
Telephone (352) 486-5218 Fax (352) 486-5167  
e-mail: [levybocc@circuit8.org](mailto:levybocc@circuit8.org) Website: [Levycounty.org](http://Levycounty.org)

Levy County Board of County Commissioners  
Agenda Item Summary

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:  
EMERGENCY MANAGEMENT, JOHN MACDONALD, 5213

2. MEETING DATE:  
June 21, 2016

3. REQUESTED MOTION/ACTION

A) BOARD APPROVAL TO PURCHASE CRISIS TRACK DAMAGE ASSESSMENT TOOL TO REPLACE THE CURRENT IDAM DAMAGE ASSESSMENT TOOL.

4. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES  NO  IF NO, STATE ACTION REQUIRED

BUDGET ACTION: THIS ITEM WILL REPLACE THE CURRENT SOFTWARE WE USE NOW

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES  NO  BUDGET OFFICER APPROVAL  DATE

BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

WE CURRENTLY USE IDAM AS OUR DAMAGE ASSESSMENT PROGRAM. THIS PROGRAM NO LONGER MEETS THE NEEDS OF OUR DAMAGE ASSESSMENT PROGRAM BECAUSE OF LIMITED IT PLATFORMS. CRISIS TRACK DAMAGE ASSESSMENT PROGRAM WILL MEET THE NEEDS OF OUR DAMAGE ASSESSMENT PROGRAM AS WELL AS MORE TOOLS DURING DISASTER ON ALL IT PLATFORMS MAKING IT VERY COST EFFECTIVE AND TIME SAVING IN THE FIELD AND IN THE EOC.

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES <input checked="" type="checkbox"/> NO	YES <input type="checkbox"/> NO				

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

# GEOPLIANT LLC LICENSE AND SERVICE AGREEMENT

HIS LICENSE AND SERVICE AGREEMENT ("AGREEMENT") BETWEEN GEOPLIANT LLC AND LEVY COUNTY FL GOVERNS YOUR PURCHASE AND USE OF OUR SERVICES. PLEASE READ THIS AGREEMENT CAREFULLY. BY SIGNING THIS AGREEMENT, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS.

This Agreement is effective as of the date the Agreement is signed by both parties (the "Effective Date").

## **1. DEFINITIONS**

- a) "**Account**" refers to the Service plans and features selected by You at the time of enrollment and accepted by Us, as such plans and features may change by mutual consent of the parties.
- b) "**Erase**" and "**Erasure**" refer to the destruction of data so that no copy of the data remains or can be accessed or restored in any way.
- c) "**Licensed Software**" is the cloud-based, Geopliant-hosted software, accessible from the Website by Customer for access and use only in accordance with this Agreement.
- d) "**Materials**" refers to written and graphical content provided by or through the Service, including, without limitation, text, photographs, illustrations, and designs, whether provided by Us, another customer of the Service, or any other third party.
- e) "**Project Data**" refers to data in electronic form collected through the Services from Your customers or other third parties, or collected or accessible directly from You.
- f) "**Service**" refers to Our Crisis Track service. The Service includes such features as are set forth in the quotation provided by Geopliant, LLC, attached as Exhibit A to this Agreement (the "Quote").
- g) "**Territory**" shall be as defined in the Quote.
- h) "**User**" refers to a person accessing the Service on your behalf including, without limitation, any employee, sub-jurisdiction employee, or volunteer assigned by You to use the Service.
- i) "**We,**" "**Us,**" "**Our,**" or "**Geopliant**" refers to Geopliant, LLC.
- j) "**Website**" refers to the content located at [www.crisistrack.com](http://www.crisistrack.com)
- k) "**You,**" "**Your,**" or "**Customer**" means the legal entity identified above.
- l) "**Your Data**" refers to data in electronic form uploaded by You, or input or collected through the Service by or from You.
- m) "**User Guide**" refers to the content located at [www.crisistrack.com/ctc2/docs/ConsoleGuide.html](http://www.crisistrack.com/ctc2/docs/ConsoleGuide.html)

## **2. LICENSE GRANT.**

Geopliant hereby grants to the Customer a non-exclusive, non-transferable, limited license to use the Licensed Software in the Territory during the Term solely in accordance with the terms and conditions of this Agreement.

## **3. SCOPE OF USE**

- a) **Access.** The Customer shall be permitted to access and use the Licensed Software for an unlimited number of Users. Users may remotely access and use the Licensed Software from any desktop computer. The Licensed Software may also be accessed through installation and use of Geopliant's mobile application, which is subject to additional terms of service.
- b) **Permitted Use.** The Customer shall use the Licensed Software and Services solely for the purpose of hosting data and in order to conduct damage assessments, disaster recovery management, and Search and Rescue operations management (the "Permitted Use"), except as otherwise expressly provided in this Agreement. Geopliant may deny any individual access to the Licensed Software on written notice to the Customer if Geopliant, in its reasonable discretion, possesses credible information to substantiate that the person's use of the Licensed Software would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User.

Term(s) pursuant to **Section 13**, the Customer shall pay the then-current license fees that Geopliant charges for the Licensed Software during the applicable Renewal Term, which may be changed in Geopliant's sole discretion.

- b) *Service Fees*. In consideration of the services to be performed under this Agreement, Customer shall pay to Geopliant the fees set forth in **Exhibit A**, in accordance with the terms of this **Section 6** and **Exhibit A**. If the Term is renewed for any Renewal Term(s) pursuant to **Section 13**, the Customer shall pay the then-current Service fees that the Customer charges for the Licensed Software during the applicable Renewal Term, which may be changed in Geopliant's sole discretion.
- c) *Payment Terms*. The Customer shall pay 100% of the license fees due and owing under this Agreement within thirty (30) days after the Effective Date. All payments hereunder shall be in US dollars and made by check or wire transfer and payable to GEOPLIANT, LLC, 901 N. Monroe St., Suite 1209, Arlington, VA 22201.
- d) Geopliant shall provide Customer a new Fee Schedule for each new Term, not later than March 1<sup>st</sup> prior to the expiration of the then current Term.

## 7. **SERVICES**

Geopliant shall:

- a) provide Our reasonable support for the purchased Services to You at no additional charge,
- b) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for:
  - (i) planned downtime (of which We shall give at least eight (8) hours' notice via the Services), or
  - (ii) any unavailability caused by any Force Majeure Event as set forth in **Section 14(d)**, and
- c) provide the Services only in accordance with applicable laws and government regulations.

## 8. **DATA MANAGEMENT**

- a) *Access, Use, & Legal Compulsion*. Unless We receive Your prior written consent, We: (i) will not access or use Project Data other than as necessary to facilitate the Services; and (ii) will not give any third party access to Project Data. Notwithstanding the foregoing, We may disclose Project Data as required by applicable law or by proper legal or governmental authority. We will give You prompt notice of any such legal or governmental demand and reasonably cooperate with You in any effort to seek a protective order or otherwise to contest such required disclosure, at Your expense.
- b) *Your Rights*. You possess and retain all right, title, and interest in and to Project Data, and Our use and possession thereof is solely as Your custodian. You may access and copy any Project Data in Our possession at any time, through the Service. We will facilitate such access and copying promptly after Your request.
- c) *Retention & Deletion*. We will retain any Project Data in our possession until Erased (as defined below) pursuant to this **Subsection 8(c)**. We will Erase: (i) any or all copies of Project Data promptly after Your written request; and (ii) all copies of Project Data no sooner than 30 business days after termination of this Agreement and no later than 180 business days after such termination. Notwithstanding the foregoing, You may at any time instruct Us to retain and not to Erase or otherwise delete Project Data, provided You may not require retention of Project Data for more than 180 business days after termination of this Agreement. Promptly after Erasure pursuant to this Subsection 8(c), We will certify such Erasure in writing to You.
- d) *Individuals' Access*. We will not allow any of our employees to access Project Data, except to the extent that an employee needs access in order to facilitate the Services and executes a written agreement with Geopliant agreeing to comply with Our obligations set forth in this Section 8.
- e) *Compliance with Law & Policy*. We will comply with all applicable federal and state laws and regulations in provision of the Services.
- f) *Leaks*. We will promptly notify You of any actual or potential exposure or misappropriation of Project Data (any "**Leak**") that comes to Our attention. We will cooperate with You and with law enforcement authorities in investigating any such Leak. We will likewise cooperate with You and with law enforcement agencies in any effort to notify injured or potentially injured parties.

- c) *Usage Limitations.* Services may be subject to other limitations, such as, for example, limits on disk storage space, on the number of calls You are permitted to make against Our application programming interface. You must obtain prior authorization by Us if you use Services in public websites. You may be restricted on the number of page views by visitors to those websites.

## **11. RESPONSIBILITY OF THE PARTIES**

Geopliant agrees that it shall be responsible for its agents' and employees' acts and omissions within the scope of their duties under this Agreement which cause injury to persons or property, subject to the limitations of this Agreement. Customer shall be responsible for its agents' and employees' acts and omissions within the scope of their duties which cause injury to persons or property. Nothing herein shall be deemed as a waiver of sovereign immunity or other defense available to the Customer or Geopliant.

## **12. LIMITATION OF LIABILITY**

TO THE EXTENT PERMITTED BY LAW AND WITHOUT WAIVER OF SOVEREIGN IMMUNITY, IN NO EVENT: a) WILL OUR LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED ONE YEAR OF FEES ACTUALLY PAID BY YOU AND (b) WILL WE BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT GEOPLIANT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS **SECTION 12**, OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE.

## **13. TERM AND TERMINATION**

- a) *Term.* This Agreement shall commence on the Effective Date and, unless otherwise agreed to in the Quote and shall continue thereafter for a period of 12 months (the "**Term**"), unless terminated earlier pursuant to any of the provisions of this Agreement. Upon expiration of the Initial Term; this Agreement shall automatically renew for additional successive 12 month terms, or for such shorter period as may result from termination pursuant to an express provision hereof, unless either Party provides written notice of nonrenewal at least 30 days prior to the end of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**"). If the Term is renewed for any Renewal Term(s) pursuant to this **Section 13**, the terms and conditions of this Agreement during each such Renewal Term shall be the same as the terms in effect immediately prior to such renewal, subject to any change in the amount of license fees payable hereunder by the Customer during the applicable Renewal Term as set forth in **Section 6**. In the event either Party provides timely notice of its intent not to renew this Agreement, then, unless otherwise terminated in accordance with its terms, this Agreement shall terminate on the expiration of the then-current Term.
- b) *Termination.* This Agreement may be terminated prior to the expiration of the Term on written notice:
- (i) by Geopliant, if the Customer fails to pay any amount when due hereunder and such failure continues for five (5) business days after the Customer's receipt of written notice of nonpayment;
  - (ii) by either party, if the other party commits a material breach of any provision of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching party within fifteen (15) days after the receipt of written notice of such breach.
- c) *Effect of Termination.* The expiration or termination of this Agreement, for any reason, shall not release either Party from any liability to the other Party, including any payment obligation, that has already accrued hereunder. On the expiration or termination of this Agreement, for any reason, the Customer shall immediately discontinue use of the Licensed Software;
- d) *Survival.* The provisions of Sections 4, 10, 11, 12, 13, and 14(f) shall survive the expiration or earlier termination of this Agreement for any reason.

# Crisis Track

## Exhibit A: QUOTE

Levy County, FL  
Attention: John MacDonald - Director  
Levy County Emergency Management  
7911 N.E. 90th Street  
BRONSON FL 32621

**Date**  
May 17, 2016

**Expiry**  
Jul 16, 2016

**Quote Number**  
QU-161017

**Virginia Tax ID**  
10-461732464F-001

Geoplant, LLC  
901 N. Monroe St. Ste. 1209  
ARLINGTON VA 22201  
UNITED STATES

### Levy County, FL

Crisis Track 12 month subscription

Description	Quantity	Unit Price	Tax	Amount USD
Crisis Track Disaster Management is an annual subscription based on the population of your jurisdiction. The subscription provides you with an unlimited number of users to collect and view disaster management data within your jurisdiction's boundary. Your subscription includes technical support via email Monday through Friday 8:00am – 5:00pm.	1.00	2,300.00	Tax Exempt	2,300.00
Crisis Track System Setup and Onsite Training will initialize the Crisis Track system and provide up to six hours of training. Initializing the Crisis Track System includes one upload of your jurisdictions GIS and/or tax data, employee lists, and equipment lists. The Onsite Training will consist of three two-hour training sessions at your facilities. The first session will instruct field teams on using the mobile application and the second session will instruct program administrators on using the web console application.	1.00	2,900.00	Tax Exempt	2,900.00
Subtotal				5,200.00
<b>TOTAL USD</b>				<b>5,200.00</b>

### Terms

00631494-4xAC2B5

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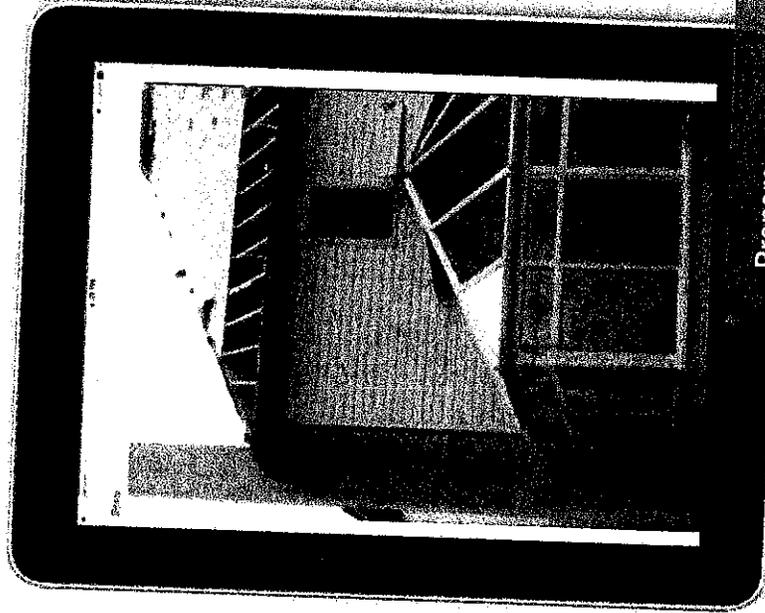
Sign In

## Rapid Structural Damage Assessment

Crisis Track helps you to quickly and consistently conduct a damage assessment operation with only 10 minutes of field training. Our optimized processes reduce many of the problematic judgment calls otherwise needed to improve assessment accuracy and reduce issues during FEMA's validation.

Crisis Track locates structures, captures photos of the damage, and calculates damage costs from your tax assessment records and recorded field observations. Using Crisis Track, an assessment team can conduct a complete structural damage assessment in just a few minutes.

When there is Internet connectivity, Crisis



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## Debris Estimation and Removal Tracking

As part of a comprehensive damage assessment, Crisis Track provides you with tools to estimate and track debris quantities resulting from a storm. You can track the areas where your debris teams visited and see estimated costs. Crisis Track includes debris costs into your preliminary damage assessment numbers.

If the crews remove debris, Crisis Track documents the debris removal process from debris loading to debris drop off. Your debris monitors can use Crisis Track to capture photos, document load and unit-rate tickets, and estimate volumes for quicker and more accurate FEMA reimbursement.



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## Automated Labor and Equipment Tracking

Properly documenting your staff and equipment time spent responding to the event has always been difficult. Most responders want to deal with the issues resulting from the storm and delay filing the documentation for weeks or even months.

As your field teams log into the Crisis Track mobile application to respond to events, the software automatically tracks the people and equipment time used to perform the disaster management tasks. There's no extra reporting needed. Not only do these time records show up on completed FEMA Project Worksheets, but Crisis Track also adds these costs to your preliminary damage assessment numbers.

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In addition, you can use this same process to track your volunteer time and report donated resources to FEMA, thereby reducing your organization's cost share for Emergency Measures reimbursements.



**Crisis Track**  
 Crisis Track Console  
 Payment Request

Home | Search | Add | Edit | Delete | Print | Export

Employee Record

Start: 1/1/2010  
 End: 12/31/2010  
 Category: All  
 Name: [Redacted]  
 Role: [Redacted]  
 Region: [Redacted]  
 DT: [Redacted]  
 DT Range: [Redacted]

877-877-8777

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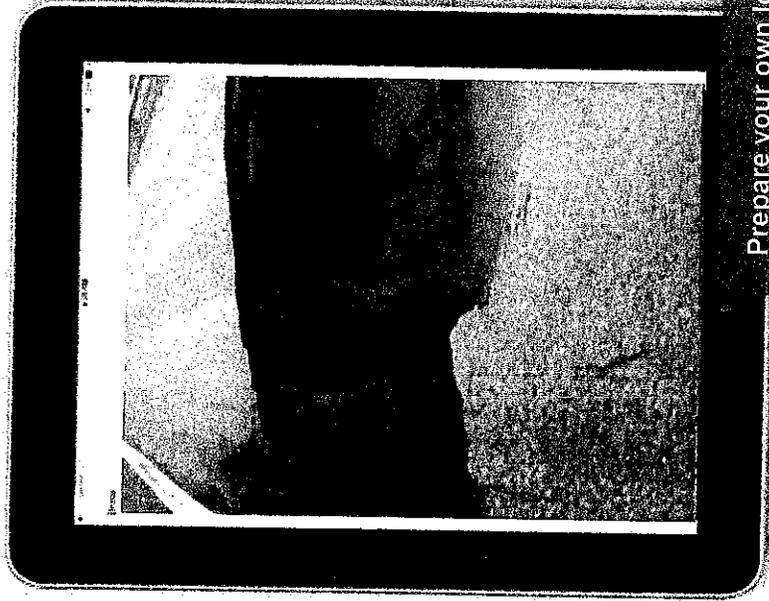
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## Road and Bridge Damage Assessments

Nationally, road and bridge damage make up 15% of all FEMA Public Assistance grants\*. With Crisis Track, your roads department can quickly inspect and report road, bridge, or culvert damage resulting from the incident.

Crisis Track maps your bridge and culvert inventory to help you identify the infrastructure in the area of concern. Your roads teams will know where to perform inspections and can relay real-time damage assessments, road accessibility statuses, and photos to your EOC.

\*FEMA Public Assistance funded project details 2009-2014.



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## Real-Time Situational Awareness

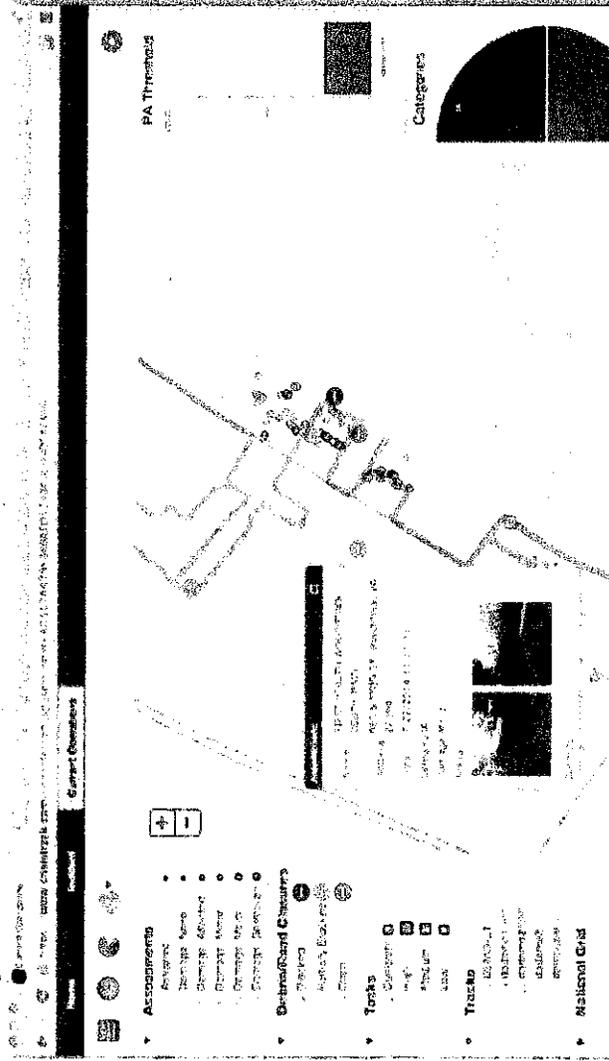
Your EOC needs to see all of your disaster management operations in real time. With Crisis Track, damage assessment reports and photos show up on the Operations View map when field teams save their data. As damage reports flow into your EOC, you can prioritize and update your team assignments during the operations.

The Operations View map shows each team's progress -- where they are and where they have been. By tracking their locations in real time, Crisis Track assists your assessment teams to stay on course for your situational awareness and their safety.

In addition, the Operations View map

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accumulates the disaster costs as teams assess damage and shows you where the costs are as compared to standard FEMA grant thresholds.



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## Public Assistant Grant Applications

Submitting FEMA forms is now painless and more accurate. With a few clicks Crisis Track outputs the assessment data captured by your field teams into correctly formatted FEMA forms, thereby eliminating common data entry errors and saving you hours of paperwork.

Your disaster management data is valuable and can serve many purposes. You need be able to use it with the various systems used for your missions. Once captured by Crisis Track, you can export your data into Microsoft Excel, GIS, and most crisis management systems.

Prepare your own Local Damage Assessment Program (a rapid course)



Get a Free Trial

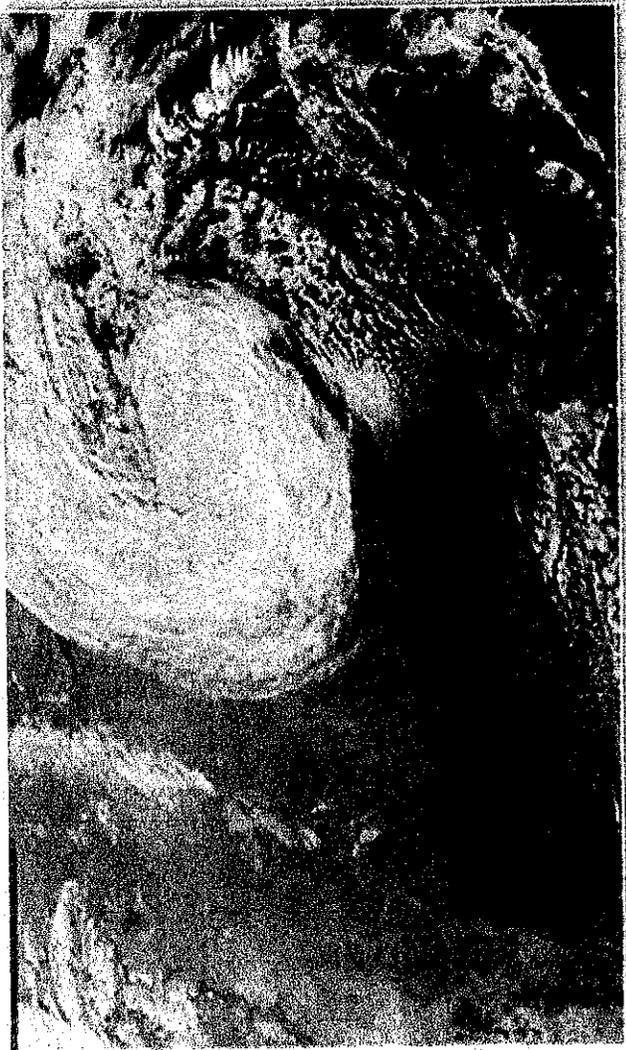
## Reliable System Operations

Crisis Track serves software from cloud infrastructure resources that are distributed across multiple data centers in different parts of the country. If your organization's computer infrastructure loses power, or even if a local area's computer infrastructure loses power, Crisis Track will work when you most need it. This is the team you want to rely on to run your emergency management systems.

Our infrastructure is monitored 24/7 for hardware and software related issues, to ensure adequate uptime. Should network communications be unavailable, the Crisis Track Mobile Application stores the assessment information until you can upload the data from a working network.

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Free Trial



		
Structural Damage Assessments	Debris Estimation and Tracking	Labor and Equipment Tracking
		
Roads and Bridge Assessments	Situational Awareness	GIS Integration
		
FEMA Public Assistance Worksheets	Continuity of Operations	

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*Levy County Board of County Commissioners  
Agenda Item Summary*

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:  
EMERGENCY MANAGEMENT, JOHN MACDONALD, 5213

2. MEETING DATE:  
June 21, 2016

3. REQUESTED MOTION/ACTION

- A) REQUEST APPROVAL TO ACCEPT THE EMPA (EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE) GRANT.
- B) REQUEST APPROVAL TO ACCEPT THE EMPG (EMERGENCY MANAGEMENT PERFORMANCE GRANT) (REQUIRES VOTE)

4. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes \_\_\_ No \_\_\_ IF NO, STATE ACTION REQUIRED

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: Yes \_\_\_ No \_\_\_ BUDGET OFFICER APPROVAL \_\_\_ DATE

**BACKGROUND:** (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

**THESE ARE THE MATCHING CONTRACTS WE DO EVERY YEAR THAT FUND THE EMERGENCY MANAGEMENT DEPARTMENT. THEY RUN FROM JULY 1 THROUGH JUNE 30.**

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES <input checked="" type="checkbox"/> NO	YES ___ NO	YES ___ NO	YES ___ NO	YES <input checked="" type="checkbox"/> NO	YES ___ NO

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

**STATE-FUNDED GRANT AGREEMENT**

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- The Division has the authority to grant these funds to the Recipient upon the terms and conditions below; and,
- The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

1. LAWS, RULES, REGULATIONS AND POLICIES

A. This Agreement involves "state financial assistance," as that term is defined in section 215.97(2)(q), Florida Statutes.

B. Under this Agreement, the Division serves as the "State awarding agency" as that term is defined by section 215.97(2)(p), Florida Statutes.

C. Under this Agreement, the term "Recipient", as defined by section 215.97(2)(n), Florida Statutes, means a "nonstate entity that receives state financial assistance directly from a state awarding agency."

D. As required by section 215.97(5)(a), Florida Statutes, this Agreement provides the recipient with "information needed by the recipient to comply with the requirements of" the Florida Single Audit Act.

E. As required by section 215.97(1), Florida Statutes, this Agreement includes:

- (1) A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.
- (2) A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
- (3) A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the agreement.
- (4) A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

3. TERMS AND CONDITIONS

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

4. EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

5. MODIFICATION

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

6. SCOPE OF WORK

The Recipient shall perform the work in accordance with the Program Budget and Scope of Work/Deliverables of this Agreement.

7. PERIOD OF AGREEMENT

This Agreement shall begin July 1, 2016 and shall end on June 30, 2017, unless terminated earlier in accordance with the provisions of Paragraph (16) of this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

8. FUNDING

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 either Chapter 216, Florida Statutes, or the Florida Constitution.

B. In accordance with Rule 27P-19.010(10), Florida Administrative Code, allowable costs "shall be determined in accordance with applicable Federal Office of Management and Budget Circulars." Therefore, 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards," shall apply to this Agreement.

C. This is a cost-reimbursement Agreement, subject to the availability of funds.

D. In accordance with Rule 27P-19.010(4), Florida Administrative Code, the Division will reimburse the Recipient on a quarterly basis.

E. The Division will reimburse the Recipient only for allowable costs incurred during the successful completion of required tasks outlined in attachment titled: Scope of Work/Deliverables. Allowable costs are listed in the attachment titled: Allowable Costs and Eligible Activities.

F. The maximum reimbursement amount for the entirety of this Agreement is **\$105,806.00**. However, the amount of reimbursement is limited as follows:

(2) The costs are equitably allocated to all related activities, including grant awards; and,

(3) The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the Recipient.

K. The Division will reimburse the Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Recipient must provide documentation that:

(1) The costs do not exceed charges normally allowed by the Recipient in its regular operations as a result of the Recipient's written travel policy; and,

(2) Participation of the individual in the travel is necessary to the award.

L. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.

M. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

(1) Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

(2) Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

## **9. RECORDS**

A. As a condition of receiving state financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Chief Inspector General of the State of Florida, the Division, the Department of Financial Services, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

costs, in a form sufficient to determine compliance with the requirements and objectives of the Program Budget and Scope of Work/Deliverables and all other applicable laws and regulations.

#### 10. AUDITS

A. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by Rule 10.554(1)(g) of the Rules of the Auditor General, GAAP are "those accounting principles generally accepted in the United States of America, as defined by the GASB *Codification of Governmental Accounting and Financial Reporting Standards*, Section 1000 *The Hierarchy of Generally Accepted Accounting Principles*." As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

B. When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by Rule 10.554(1)(h) of the Rules of the Auditor General, GAGAS are "those audit standards set forth in the publication *Government Auditing Standards* issued by the Comptroller General of the United States." As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

C. As defined by section 215.97(2)(a), Florida Statutes, the term "audit threshold" means "the threshold amount used to determine when a state single audit or project-specific audit of a nonstate entity shall be conducted in accordance with" the Florida Single Audit Act. The current audit threshold is \$750,000.

D. As required by sections 215.97(2)(a) and 215.97(8)(a), Florida Statutes, "[e]ach nonstate entity that expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such nonstate entity shall be required to have a state single audit, or a project-specific audit, for such fiscal year in accordance with" the requirements of the Florida Single Audit Act and in accordance with "additional requirements established in rules of the Department of Financial Services and rules of the Auditor General." In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Division, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

E. In accordance with section 215.97(8)(f), Florida Statutes, the Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall

Auditor General's Office  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

L. Additional information on the Florida Single Audit Act may be found at the following website: <https://apps.fdfs.com/fsaa/singleauditact.aspx>.

**11. REPORTS**

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

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

C. The close-out report is due 45 days after termination of this Agreement or 45 days after completion of the activities contained in this Agreement, whichever first occurs.

D. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in paragraph 15 REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

E. The Recipient shall provide additional program updates or information that may be required by the Division.

F. The Recipient shall provide additional reports and information identified in attachment titled: Reports.

**12. MONITORING**

A. The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in attachment titled: Scope of Work/Deliverables to this Agreement, and reported in the quarterly report.

B. In addition to reviews of audits conducted in accordance with paragraph 10 above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that

(4) The Recipient has failed to perform and complete on time any of its obligations under this Agreement.

15. REMEDIES

A. If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(1) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph 2 above;

(2) Begin 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) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

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

(a) Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

(b) Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

(c) Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question;

(d) Require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible; or,

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

B. Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity.

C. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

16. TERMINATION.

A. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations,

bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Recipient as quickly as possible within the three (3) business day window outlined above. If the Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

- (1) Terminate this Agreement in accordance with the provisions outlined in paragraph 16 above; and,
- (2) Refuse to reimburse the Recipient for any costs associated with that solicitation.

E. If the Recipient chooses to subcontract any of the work required under this Agreement, then the Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Recipient within three (3) business days. The Division will review the unexecuted contract for compliance with all applicable procurement standards. The Division will not substitute its judgment for that of the Recipient. While the Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Recipient as quickly as possible within the three (3) business day window outlined above. If the Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

- (1) Terminate this Agreement in accordance with the provisions outlined in paragraph 17 above; and,
- (2) Refuse to reimburse the Recipient for any costs associated with that subcontract.

F. The Recipient agrees to include in any subcontract the following:

- (1) The subcontractor is bound by the terms of this Agreement;
- (2) The subcontractor is bound by all applicable state and federal laws and regulations; and,
- (3) The subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

C. This Agreement has the following attachments:

- (1) Exhibit 1 - Funding Sources
- (2) Attachment A – Program Budget
- (3) Attachment B – Scope of Work / Deliverables
- (4) Attachment C – Allowable Cost and Eligible Activities
- (5) Attachment D – Reports
- (6) Attachment E – Program Statutes, Regulations and Program Requirements
- (7) Attachment F – Justification of Advance Payment
- (8) Attachment G – Warranties and Representations
- (9) Attachment H – Certification Regarding Debarment
- (10) Attachment I – Reporting Forms

**19. PAYMENTS**

A. Any advance payment under this Agreement is subject to Section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account and any interest earned is excess funds and must be returned to the State or applied against what is owed. 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 titled: Justification of Advance Payment. Attachment titled: Justification of Advance Payment will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

B. Invoices shall be submitted quarterly and shall include the supporting documentation for all costs of the project or services as well as compliance with the deliverables. **The final invoice shall be submitted within forty-five (45) days after the expiration date of the agreement.** An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Recipient's quarterly reporting as referenced in paragraph 6 of this Agreement.

C. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under paragraph 8 of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

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

E. Those who have 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 \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

F. Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, 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 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 21F(3) 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.

G. If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

H. In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed attachment titled: "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

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

material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

D. Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating 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 disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

E. If the Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Recipient shall become the sole property of the Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Recipient, under this Agreement, for Florida government purposes.

#### **24. LEGAL AUTHORIZATION**

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

**EXHIBIT - 1**

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

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

**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 -**

**State awarding agency: Division of Emergency Management**

**Catalog of State Financial Assistance title: Emergency Management Programs**

**Catalog of State Financial Assistance number: 31.063**

**\$105,806.00**

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

**Pursuant to Section 252.373, Florida Statutes and Rule Chapter 27P-19, Florida Administrative Code.**

**Eligible activities for these funds are limited to salaries and expenses relating to maintaining and enhancing county emergency management plans and programs.**

**Eligible recipients for these funds are limited to the 67 Florida counties.**

**NOTE: 2 C.F.R. Part 200, 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 B

### Scope of Work / Deliverables

Base Grant funding from the Emergency Management Preparedness and Assistance Trust Fund is provided to enhance county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes). EMPA Base Grant costs are divided into the following categories: **organizational, planning, training, exercise, equipment, and management and administration**. Eligible activities are outlined in Allowable Costs and Eligible Activities. This Scope of Work recognizes that each recipient is at a varying level of preparedness, and it is understood that each county has a unique geography, faces unique threats and hazards, and serves a unique population.

The intent of the EMPA Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program. **Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/ emergencies. Each Emergency Management staff person must work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within their jurisdiction.**

By signing this Agreement, the Recipient certifies that it will use the award to enhance its Emergency Management Program.

**Monitoring:** Monitoring may be accomplished through either a desk-based review or on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, and other attributes of each county and will identify areas where technical assistance, corrective actions and other support may be needed.

Desk monitoring is the review of projects, financial activity and technical assistance between the Division and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the recipient agencies by a Division representative who examines records, procedures and equipment.

The Division may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or Division leadership. The method of gathering this information will be determined on a case-by-case basis.

**Procurement:** All Procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in Chapter 287, Florida Statutes and any local procurement policy (whichever is most stringent).

**Piggy-backing:** The practice of one agency using the procurement/agreement of another agency is called piggybacking. The existing contract must contain language or other legal authority authorizing third parties to make purchases from the contract with the vendor's consent. The terms and conditions of the new contract, including the scope of work, must be substantially the same as those of the existing contract. The piggyback contract may not exceed the existing contract in the scope of volume of goods or services. An agency may not use the preexisting contract merely as a "basis to begin negotiations" for

4. **Coordination and Collaboration** - Utilizing the elements below, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs.
- A) Need to attend at least three events below and provide an agenda or a copy of the certificate to show participation during this contract period (July 1, 2016 – June 30, 2017):
- Quarterly Regional Coordination Meetings – submittal of agenda is NOT required
  - Current Issues in Emergency Management (CIEM) – submittal of certification is NOT required
  - Florida Governor's Hurricane Conference or National Hurricane Conference
  - Florida Emergency Preparedness Association Annual Meeting
  - Florida Emergency Preparedness Association Mid-Year Work Session
  - Local Mitigation Strategy (LMS) Workshops
  - Professional Development Conferences & Training
- B) Designate a local emergency management stakeholder advisory committee that meets at least annually to provide input program preparation, implementation, evaluation and revision. Agenda(s) and sign-in sheet(s) should be uploaded to the Division's SharePoint portal, <https://portal.floridadisaster.org> during this contract period (July 1, 2016 – June 30, 2017).
- C) County must develop and maintain a multi-year strategic plan in coordination with their local emergency management stakeholder advisory committee. Plans must be uploaded to the Division's SharePoint portal, <https://portal.floridadisaster.org> during this contract period (July 1, 2016 – June 30, 2017).
5. **Exercise** - To ensure that each county emergency management agency maintains a comprehensive, all hazards training and exercise program to evaluate and test all aspects of the local emergency management system including activation of the county EOC, during this contract period (July 1, 2016 – June 30, 2017), the county must:
- A) **Participate in the annual Statewide Hurricane Exercise:** Within 90 days of completion submit an After Action Report (AAR) to include an Improvement Plan and roster of participant and participate in at least one (1) conference call. This documentation must be distributed to the local stakeholders and uploaded to the Division's SharePoint portal, <https://portal.floridadisaster.org>; and
- B) **For all exercises not conducted by the State:** Within 90 days of completion submit an After Action Report (AAR) to include an Improvement Plan and roster of participants. This documentation must be distributed to the local stakeholders and uploaded to the Division's SharePoint portal, <https://portal.floridadisaster.org>.
6. **Geographical Information** - Emergency services data must be developed, maintained, and updated in cooperation between counties and the Division. A data export will be created for each county and uploaded to the Division's SharePoint portal, <https://portal.floridadisaster.org>. Updates and corrections must be provided to the Division's GeoSpatial Information Systems (GIS) section on or before **April 15, 2017**. This must include:
- A) Location and attribute information of all fire rescue, law enforcement, public safety and emergency service stations must be reviewed and updated as needed.
- B) Location and attribute information of other critical facilities as deemed necessary by the county Emergency Manager.

- B) Report all hurricane shelter retrofit projects that are undertaken, regardless of funding source(s) or report that there are no projects.
- C) Develop and submit a strategy to ensure that by **June 1, 2017**, all designated Special Needs Shelters (SpNS) have a standby power system or capability with adequate capacity to support life-safety systems, essential lighting and outlet receptacles, air-conditioning, and necessary medical equipment. For those designated SpNS facilities without a permanently equipped standby electric generating capacity, a locally sourced and acquired temporary electric generator with adequate capacity to support the standby power system requirements must be provided.
- D) Develop and submit a strategy to ensure that by **June 1, 2017**, there is adequate designated SpNS client space capacity to meet the anticipated five-year demands as determined by the 2016 Statewide Emergency Shelter Plan (January 31, 2016). All designated SpNS facilities must at a minimum meet the hurricane safety criteria established in the American Red Cross Standards for Hurricane Evacuation Shelter Selection (ARC 4496) and be equipped with an adequate standby electric power system or capability as described in item 5.C. above.
- E) Update and submit a hurricane shelter deficit reduction progress reports, which include "as-is", retrofit and Enhanced Hurricane Protection Areas (EHPA) construction. (This information is used to compile the Shelter Retrofit Report.)
- F) Provide a brief report on results of the year's coordination with school boards, community colleges and universities (as applicable) for implementation of the statutory and code required Public Shelter Design Criteria (a.k.a. EHPA). The most recent published Statewide Emergency Shelter Plan can provide guidance for implementation of the EHPA criteria. A checklist to provide this information will be made available on the Division's SharePoint Portal.

#### **Deliverable**

Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient on a quarterly basis for the documented allowable costs incurred during the successful completion of the task(s) required to be performed in that quarter. Additionally, the submission of the certified Quarterly Tasks form is required.

#### **Financial Consequence**

Failure to successfully complete each of the required tasks, as outlined in the identified quarter(s), will result in a reduction of the Agreement amount by 10% per quarter.

- General Office Supplies
- Dues and Conference Travel as it relates to the Scope of Work
- Software and upgrades
- Publications and Training Materials
- Postage
- Apparel for identification of Emergency Management Staff in the field
- Fuel for Emergency Management vehicles
- Food/Beverages for activations (must have Governor's Executive Order or a declared Local State of Emergency or prior approval from DEM/DFS)
- Travel to/from meetings and conferences related to emergency management
- Travel to training and/or exercises related to emergency management
- Other Personal/Contractual Services
  - Reimbursement for services by a person(s) who is not a regular or full time employee filling established positions. This includes but is not limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
  - Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the grant manager for the Division for review.

## B. Planning

Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

**Plans should have prior review and approval from the respective DEM program area. Funds may not be reimbursed for any plans that are not approved.**

Program funds may be used to develop or enhance emergency management planning activities. Some examples include:

- Emergency Management/Operation Plans
- Communications Plans
- Continuity/Administrative Plans
- Whole Community Engagement/Planning
- Resource Management Planning
- Evacuation planning
- Recovery Planning
- Credentialing and Validation

## C. Training

Program funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities should align to a current, Multi-Year TEP developed through an annual TEPW. Further guidance concerning the TEP and the TEPW can be found at <http://www.fema.gov/exercise>. Training should foster the development of a community oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

Allowable training-related costs include the following:

- **Funds Used to Develop, Deliver, and Evaluate Training.** This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of

- **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment).
- **Implementation of HSEEP.** This refers to costs related to developing and maintaining an exercise program consistent with HSEEP.
- **Other Items.** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

**Unauthorized exercise-related costs include:**

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks; ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage.
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs)
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct

**E. Equipment**

Eligible items include but not limited to:

- Computers, printers, copiers and fax machines
- Radios, satellite telephones and other communications equipment
- Furniture for Emergency Management Offices and Emergency Management Operations Center
- Shelving for storage of Emergency Management equipment
- Vehicles for Emergency Management Program (prior approval required)
- Repairs to the County Emergency Management Operations Center
- Out buildings for storage of Emergency Management Equipment
- Security Improvements (i.e. Cameras and equipment to operate)
- Generators

Recipients will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

**F. Management and Administration (M&A)**

M&A activities are those defined as directly relating to the management and administration of EMPA Program funds, such as financial management and monitoring. It should be noted that salaries of state and local emergency managers are not typically categorized as M&A, unless the state or local EMA chooses to assign personnel to specific M&A activities.

**Indirect Costs**

Indirect costs are allowable under this program as described in 2 C.F.R. § 200.414.

- ii. **Consultant Services** require a pre-approved Contract or purchase order by the Division. Copies of additional quotes must be submitted for pre-approval. If Recipient chooses to contract any work, the services must be approved by the Division prior to execution of contract. Contractual agreements should include language that clearly establishes tasks in the scope of work, have quantifiable units of deliverables, have minimum level of service and financial consequences. Services should have prior

## Attachment D

### Reports

Recipient must provide the Division with quarterly financial reports, mid-year and end-of-year summary progress reports prepared in conjunction with the Division's Regional Coordinator, and a final close-out report. Reporting Forms are located in attachment titled: Reporting Forms and can be found on the Division internet site.

- A. Quarterly financial reports are due to the Division no later than thirty days after the end of each quarter of the program year; and must continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.

The Recipient must provide the Division with full support documentation for the quarterly financial reports. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the county.

- **Salaries:** Includes, but is not limited to, a copy of the payroll register. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay (highlight, underline or circle expenses being claimed). Counties can also provide a spreadsheet showing the breakdown, an extract from their payroll system or payroll summary sheet (optional). Timesheets (if applicable), if an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable. Proof of payment with canceled checks or check/payroll registers as backup for both State and Federal Agreements with the Division if canceled checks are not available. *Fringe benefits:* Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- **OPS/Contractual Services:** Includes, but is not limited to copies of contracts, MOUs or agreements with consultants or sub-contractors providing services, payroll registers, timesheets and copies of checks/proof of payment for temporary employees, student or graduate assistants, fellowships, part-time academic employment, etc. Invoice detailing services performed and a copy of proof of payment (i.e., canceled checks, general ledger showing deducted expenditure, etc.)
- **Expenses:** Must include a copy of the invoice/receipt and proof of payment in the form of a canceled check or ledger showing amount deducted from county fund.
  - If training/exercise is provided by contractor, an agenda, training materials, exercise materials and copies of sign-in rosters of attendees should be included. If planning is provided then will need copies of planning materials and work products (i.e., meeting documents, copies of completed plans, etc.)
  - For travel and conference activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference,

## Attachment E

### Program Statutes, Regulations and Program Requirements

#### Program Statutes

1. Chapter 252, Florida Statutes
2. Rule Chapters 27P-6, 27P-11, 27P-19 and 27P-20, Florida Administrative Code
3. 48 CFR, Part 31

#### Program Requirements

##### (1) EQUIPMENT AND PROPERTY MANAGEMENT

The Division will cover the monthly cost of the satellite service provided to the counties (this includes one (1) license per county). The charge does not cover maintenance, repair, additional equipment and other services not part of the initial order for services. In particular, the service charge does not cover:

(a) Maintenance, repair, or replacement of parts damaged or lost through catastrophe, accident, lightning, theft, misuse, fault or negligence of the Recipient or causes external damage to the equipment, such as, but not limited to, failure of, or faulty, electrical power or air conditioning, operator error, failure or malfunction of data communication equipment not provided to the Recipient by the Division under this Agreement, or from any cause other than intended and ordinary use.

(b) Changes, modifications, or alterations in or to the equipment other than approved upgrades and configuration changes.

(c) Deinstallation, relocation, or removal of the equipment or any accessories, attachments or other devices.

The Recipient shall be independently responsible for any and all charges not part of the initial service order.

##### (2) NAWAS

The Florida National Warning System (NAWAS) is a U.S. Department of Homeland Security product that shall be monitored 24 hours a day/365 days a year. The U. S. Department of Homeland Security supplies the line and one handset to the recipient at no cost. Additional equipment, connections and handsets are the responsibility of the Recipient.

##### (3) VEHICLES

Written approval from the Director of the Division must be obtained prior to the purchase of any motor vehicle with funds provided under this Agreement. In the absence of such approval, the Division has no obligation to honor such reimbursement request. Any trade-in or resale funds received relating to any vehicle purchased under this subgrant is program income and must be applied toward the Recipient's Emergency Management Preparedness and Assistance (EMPA) Base Grant expenditures.

##### (4) PROPERTY MANAGEMENT/PROCUREMENT

(a) The recipient shall comply with applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Wherever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

Attachment F

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

<input type="checkbox"/> <b>ADVANCE REQUESTED</b>  Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.
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If you are requesting an advance, complete the following chart and line item justification below.

**ESTIMATED EXPENSES**

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<b>For example</b> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<b>For example</b> PROGRAM EXPENSES	
TOTAL EXPENSES	

**LINE ITEM JUSTIFICATION** (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

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conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

**Business Hours**

27P-19.010 (9) The Division shall be permitted to inspect and monitor the records and facilities of funded projects and award recipients. Such inspections may occur without notice at any reasonable time, which shall be presumed to be normal business hours on 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.

**Attachment I  
Reporting Forms**

**DIVISION OF EMERGENCY MANAGEMENT  
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - BASE GRANT**

**Quarterly Financial Report (Form 1):**

1. These reports must be completed in full on a quarterly basis and be submitted no later than 30 days after the end of each quarter. **QUARTERLY FINANCIAL REPORTS MUST BE SUBMITTED ON A QUARTERLY BASIS EVEN IF YOU ARE NOT CLAIMING ANY EXPENDITURES.**

**Quarterly Financial Report (Form 1A), Quarterly Tasks (Form 1B) and Detail of Claims (Form 2 and 3):**

1. These forms are to be submitted quarterly.
2. Complete Quarterly Financial Report (Form 1A) by entering all information needed for reimbursement.
3. Complete Quarterly Tasks (Form 1B). This form has quarterly information for EMPA and EMPG agreements. This is to track tasks that are completed for the agreement period and quarters.
4. The Detail of Claims form must accompany the Quarterly Reports.
5. The Quarterly Financial Report form must be signed by the contract manager or someone with equal authority.
6. Claims are to be submitted to the following address:

DIVISION OF EMERGENCY MANAGEMENT  
2555 SHUMARD OAK BOULEVARD  
TALLAHASSEE, FLORIDA 32399-2100  
Attn: (Contract Manager's name)

**Local Budget Match Requirement - (Form 3):**

1. The Budget Form is to show how the EMPA Base Grants will be matched at an amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever figure is lower.
2. **This form is to be completed and sent when the Local County Budget is approved or no later than November 15, 2016.** Required with this form the county needs to provide a copy of the current Emergency Management Local Budget (General Revenue). If the County's current budget is lower than the last year or the average of the last three previous year the county is required to request a Waiver no later than 45 days after the county budget is approved.
3. **This is to ensure compliance with Rule 27P-19.011, Match Requirements, Florida Administrative Code.**

**Staffing Detail - (Form 4):**

1. List ALL Emergency Management Agency staff, regardless of funding. Provide a total anticipated annual amount of Salaries and Benefits to be paid for each position. Provide the funding distribution (%) in each applicable column: local, state, federal, etc. This form is due **November 15, 2016.**
2. Along with the staffing detail provide position descriptions for any EMPA and EMPG funded staff.

**Close Out Report - (Form 5):**

1. Close Out Reports are due forty-five (45) days after the contract end date.
2. The agreement cannot be considered closed until the Close Out Report has been received.

**Documentation of project expenditures:**

1. Recipients must maintain documentation of expenditures for a minimum period of five years following the close of project/program operations unless audits require a longer period of time.
2. Recipients should maintain a financial file with copies of back-up documentation for all paid project/program expenditures made by the Recipient during the grant period. Documentation of expenditures against the program will be reviewed and verified upon receipt by DEM staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, payroll vouchers, journal transfers, etc. These documents should be submitted when requesting reimbursement.
3. In order to document hours worked on the program by permanent or temporary staff, the Recipient may use its own time and attendance forms. A Staffing Detail Worksheet is also required to identify positions being funded by the agreement.
4. All claims for reimbursement of expenditures must be submitted on the approved DEM Quarterly Financial Reporting forms. Claims not submitted on the proper form, cannot be processed and will be returned for corrections.





**DIVISION OF EMERGENCY MANAGEMENT  
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA BASE GRANT  
LOCAL BUDGET MATCH REQUIREMENT  
Form 3**

County	2016-2017 LOCAL (18/1/16-8/30/17)	2015-2016 LOCAL (18/1/15-8/30/16)	2014-2015 LOCAL (18/1/14-8/30/15)	2013-2014 LOCAL (18/1/13-8/30/14)	Average of 3 years	County Contribution (%) Based on 3 year average	Reduction in County Budget (%) Based on 3 year average	County Contribution (%) Based on Previous Year Budget (15-16)	Reduction in County Budget (%) Based on Previous Year Budget (15-16)	Comments
					\$0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	

This form is to be completed and sent when the Local County Budget is approved or no later than November 15, 2018. Required with this form the county needs to provide a copy of the current Emergency Management Local Budget (General Revenue). If the County's current budget is lower than the last year or the average of the last three previous year the county is required to request a Waiver no later than 45 days after the county budget is approved.

**27P-19.011 Match Requirements.**

(1) Base Grants shall be matched at an amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever figure is lower. County general revenue funding for B11 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the emergency management responsibilities assigned to the County Emergency Management Agency by Section 252.36, F.S., shall not be included in determining the "level of county funding of the County Emergency Management Agency." Each county shall certify compliance with this rule chapter and this rule, as a condition precedent to receipt of funding.

(2) If the Base Grant recipient demonstrates that exceptional financial circumstances prevent the Base Grant recipient from complying with the match requirements in subsection 27P-19.011(1), F.A.C., then the Base Grant recipient may request that the Division authorize a reduction in the amount of match required. The match required shall not be reduced by a percentage amount in excess of reductions in funding for county B11 services, emergency medical services, law enforcement, criminal justice, public works or other emergency management related services. To be eligible for any reduction, the Base Grant recipient shall demonstrate and certify that the reduction is due to reductions in county general revenue funding and that the amount of the requested reduction is equivalent to across the board reductions in all county budgets. County requests for reduction shall be signed by the county's chief elected officer and the certification of reduction in county budget funding shall be signed by the county's chief financial officer. Requests shall certify the intent to return to pre-reduced funding as soon as practicable, and shall provide an estimate of the date at which the county will return to the current level of funding. Requests for reduction shall also be accompanied by financial data for the previous three years indicating: the level of county funding for the County Emergency Management Agency budget; budget detail regarding all individual items of the County Emergency Management Agency budget; and the proposed level of funding, for all budget items, if the reduction is authorized by the Division. All requests for match reduction shall be submitted no later than forty-five (45) days after the county budget has been approved by the governing body of the jurisdiction, or the opportunity to request shall be waived.

I hereby certify that the above match requirements have been met in accordance with this Agreement and Rule.

OR

The County did not meet the match requirement. Attached is the County's Waiver request.

Signed \_\_\_\_\_

Chief Financial Officer or Budget Director

Name & Title \_\_\_\_\_

Date \_\_\_\_\_

**DIVISION OF EMERGENCY MANAGEMENT  
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA BASE GRANT  
CLOSE-OUT REPORT  
Form 5**

This form should be completed and submitted to the Division no later than forty-five (45) days after the termination date of the Agreement.

Recipient \_\_\_\_\_  
Address \_\_\_\_\_  
City and State \_\_\_\_\_

Agreement No. \_\_\_\_\_  
Agreement Amount \_\_\_\_\_  
Agreement Period \_\_\_\_\_

Payments Received Under this Agreement  
(include any advanced funds and final requested payment)

Cost Categories	By Category - Total Contract Expenditures
Salary and Benefits	
Other Personal/Contractual Services	
Expenses	
Operating Capital Outlay (Equipment)	
Fixed Capital Outlay	
EMAP (if applicable)	
Total	\$0.00

Date	Amount
1	
2	
3	
4	
5	
6	
Total 7	\$0.00

Agreement Amount \_\_\_\_\_

Minus Total Payments  
(Including final requested funds - Line 7) \_\_\_\_\_

Unapent balance \_\_\_\_\_

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

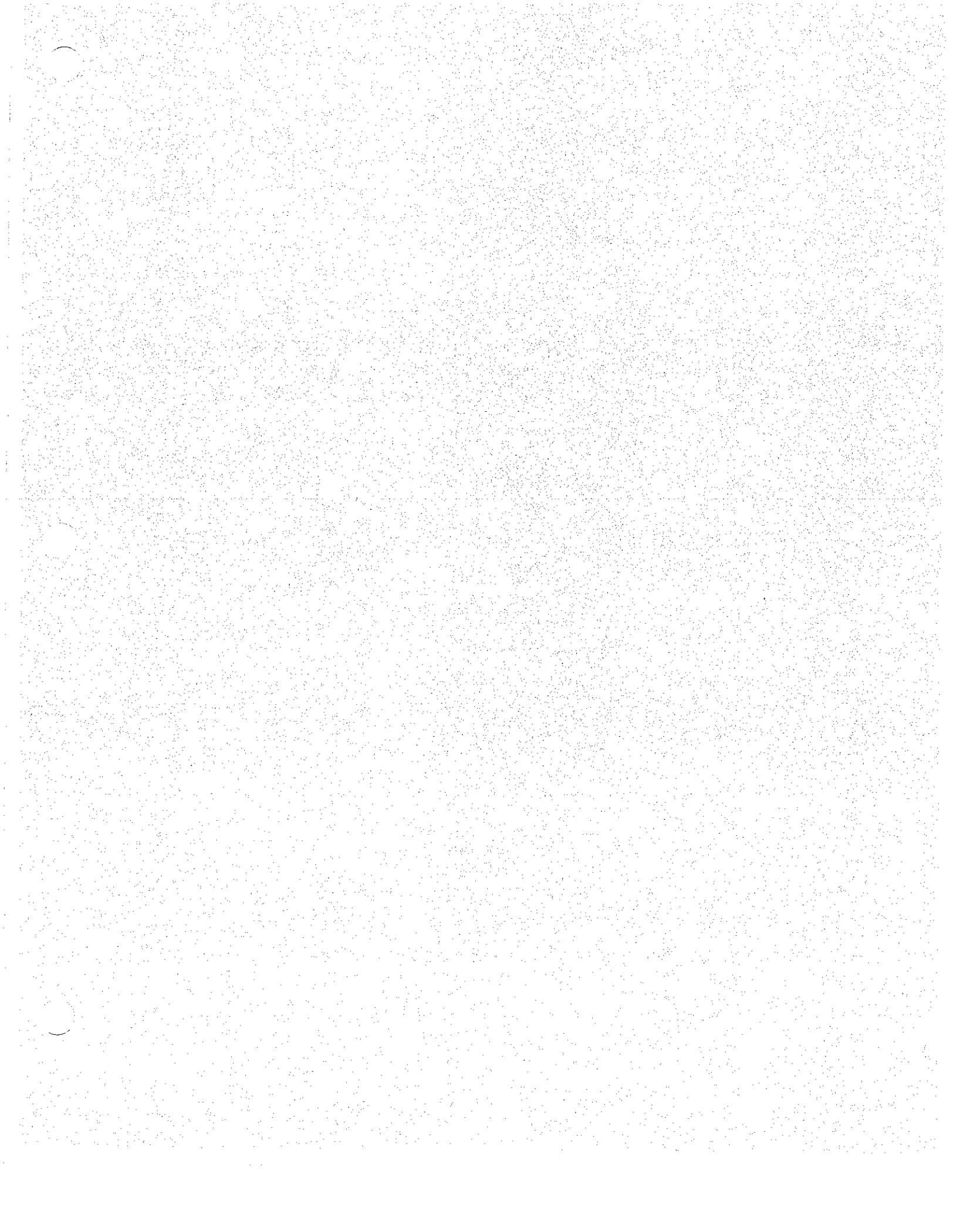
Make checks payable to: Cashier, Division of Emergency Management  
Mail To: Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100, Attn: (contract manager)

I hereby certify that the above costs are true and valid costs incurred in

FOR DEM USE:

Signed \_\_\_\_\_  
Chief Financial Officer or Budget Director  
Name & Title \_\_\_\_\_  
Date \_\_\_\_\_

Signed \_\_\_\_\_  
DEM Grant Manager  
Name & Title \_\_\_\_\_  
Date \_\_\_\_\_



**FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT**

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

<b>Sub-Recipient's name:</b>	<u>Levy County</u>
Sub-Recipient's unique entity identifier (DUNS):	_____
Federal Award Identification Number (FAIN):	_____
Federal Award Date:	_____
<b>Subaward Period of Performance Start and End Date:</b>	<u>July 1, 2016 – June 30, 2017</u>
<b>Amount of Federal Funds Obligated by this Agreement:</b>	<u>\$59,031.00</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	_____
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	<u>\$15,712.687</u>
Federal award project description (see FFATA):	_____
Name of Federal awarding agency:	<u>The Department of Homeland Security (DHS)</u>
Name of pass-through entity:	<u>Florida Division of Emergency Management</u>
Contact information for the pass-through entity:	<u>2555 Shumard Oak Boulevard Tallahassee, FL 32399-2100</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.042</u>
Whether the award is Research & Development:	<u>No (N/A)</u>
Indirect cost rate for the Federal award:	<u>26.21%</u>

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in attachment titled: Program Statutes and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

**(3) CONTACT**

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor, verify and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Jenene Helms  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100  
Telephone: 850-413-9920  
Fax: 850-488-7842

Email: [jenene.helms@em.myflorida.com](mailto:jenene.helms@em.myflorida.com)

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Levy County Emergency Management  
John E. MacDonald  
7911 NE 90<sup>th</sup> Street  
Bronson, Florida 32621  
Telephone: 352-486-5213  
Fax: 352-486-5152

Email: [johnmacdonald@levydisaster.com](mailto:johnmacdonald@levydisaster.com)

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

iii. Quarter 3 – an amount that, when combined with the Quarter 1 and Quarter 2 reimbursements, does not exceed 90% of maximum reimbursement amount for this Agreement.

e. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

f. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against the allowable costs outlined in this agreement and required deliverables.

g. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed (such as a collective bargaining agreement) due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of three (3) years from the date of submission of the final expenditure report. The following are the only exceptions to the three (3) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other

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

**(11)AUDITS**

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an Independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

[DEMSingle\\_Audit@em.myflorida.com](mailto:DEMSingle_Audit@em.myflorida.com)

**OR**

Office of the Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

**(14) LIABILITY**

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-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.

**(15) DEFAULT**

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

a. If any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

**(17)TERMINATION.**

a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

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

**(18)PROCUREMENT**

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen

i. Terminate this Agreement in accordance with the provisions outlined in paragraph 17 above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-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.

g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

i. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted quarterly and shall include the supporting documentation for all costs of the project or services as well as compliance with the deliverables. **The final invoice shall be submitted within forty-five (45) days after the expiration date of the agreement.** An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

All payments relating to the Agreement shall be mailed to the following address:

John E. MacDonald, Director  
Levy County  
Emergency Management  
7911 NE 90<sup>th</sup> Street  
Bronson, Florida 32621

#### **(21) REPAYMENTS**

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

#### **(22) MANDATED CONDITIONS**

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the

iv. 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.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed attachment titled: "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

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

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

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

**(23) LOBBYING PROHIBITION**

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

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

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

**(25) LEGAL AUTHORIZATION.**

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

**(26) EQUAL OPPORTUNITY EMPLOYMENT.**

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

**(27)COPELAND ANTI-KICKBACK ACT**

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. **Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**(31)BYRD ANTI-LOBBYING AMENDMENT**

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**(32)CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.

**EXHIBIT - 1**

**THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:**

**Federal Program**

Federal agency: U.S. Department of Homeland Security, Federal Emergency Management Agency  
Catalog of Federal Domestic Assistance title and number: Emergency Management Performance  
Grant # 97.042  
Award amount: \$59,031.00

**THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:**

Chapter 252, Florida Statutes

Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code

2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

**Federal Program:**

*List applicable compliance requirements as follows:*

1. *First applicable compliance requirement (e.g., what activities/services/purposes the federal resources must be used for):*  
*Sub-Recipient is to use funding to perform eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, Notice of Funding Opportunity, Fiscal Year 2016 Emergency Management Performance Grant Program.*
  
2. *Second applicable compliance requirement (e.g., eligibility requirements for Sub-Recipients of the resources):*  
*Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.*

The intent of the EMPG Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program by enhancing county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes).

## Attachment B

### Scope of Work / Deliverables

The Emergency Management Performance Grant (EMPG) funding agreement is provided to perform eligible activities as identified in the Notice of Funding Opportunity (NOFO), Fiscal Year 2016 EMPG, Appendix B – FY 2016 EMPG Funding Guidelines. EMPG Program Guidance, FY2016 allowable costs are divided into the following categories: **organizational, planning, training, exercise, equipment, and management and administration**. Eligible activities are outlined in Allowable Costs and Eligible Activities. The intent of the EMPG Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program by enhancing county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes).

**Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/ emergencies. Each Emergency Management staff person must work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within their jurisdiction.**

By signing this Agreement, the Sub-Recipient certifies that it will use these funds to enhance the county's Emergency Management Program.

Federal funds provided under this Agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds.

**Monitoring:** Monitoring will be accomplished through desk-based reviews, on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, and other attributes of each county and will identify areas where technical assistance, corrective actions and other support may be needed.

Desk monitoring is the review of projects, financial activity and technical assistance between the Division and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the Sub-Recipient agencies by a Division representative who examines records, procedures and equipment.

The Division may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or Division leadership. The method of gathering this information will be determined on a case-by-case basis.

**Procurement:** All Procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statutes; and,
- Any local procurement policy.

**Piggy-backing:** The practice of one agency using the procurement/agreement of another agency is called piggybacking. The existing contract must contain language or other legal authority authorizing third parties to make purchases from the contract with the vendor's consent. The terms and conditions of the new contract, including the scope of work, must be substantially the same as those of the existing contract. The piggyback contract may not exceed the existing contract in the scope of volume of goods or services. An agency may not use the preexisting contract merely as a "basis to begin negotiations" for

**1st.** This survey, upon receipt, is designed to provide a self-assessment instrument to evaluate and report on your jurisdiction's implementation of the National Incident Management System (NIMS).

6. **Coordination and Collaboration** - Utilizing the elements below, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs.
  - Attend the Regional Training and Exercise Planning (TEP) Workshop and provide an agenda and a copy of the sign in sheets or certificate to show participation during this contract period (July 1, 2016 – June 30, 2017)
7. **Multi-Year Training and Exercise Plan (MYTEP)** – Sub-Recipient is required to develop a MYTEP that identifies combination of exercises, along with associated trainings requirements, that addresses the priorities identified in the State TEPW. The county TEP will be included in the state submission of the MYTEP. Develop and submit no later than June 1<sup>st</sup>.

#### **Deliverable**

Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient on a quarterly basis for the documented allowable costs incurred during the successful completion of the task(s) required to be performed in that quarter. Additionally, the submission of the certified Quarterly Tasks form is required.

#### **Financial Consequence**

Failure to successfully complete each of the required tasks, as outlined in the identified quarter(s), will result in a reduction of the Agreement amount by 10% per quarter.

**Mandatory Training and Exercise Requirements for EMPG funded employees only**

All EMPG Program funded personnel shall complete the following training requirements and record proof of completion: NIMS Training, Independent Study (IS) 100, IS 200, IS 700, and IS 800. In addition, personnel shall complete *either* the Independent Study courses identified in the Professional Development Series or the National Emergency Management Basic Academy delivered either by the Emergency Management Institute (EMI) or at a sponsored State, local, tribal, territorial, regional or other, designated location.

The Quarterly Tasks (Form 1B) is due every quarter with your quarterly financial report. This is to identify all EMPG funded employees, the completion of the required training (or working towards completion) and the required amount of exercises during the agreement period.

Eligible "Organization" items include, but are not limited to:

- Utility (electric, water and sewage) and Telephone Bills (landlines, cellular, and satellite)
- Internet Service
- Maintenance Agreements for equipment or services (reimbursement can only be claimed for services within the Agreement period)
- General Office Supplies
- Dues and Conference Travel as it relates to the Scope of Work
- Equipment (that does not require an AEL #)
- Software and upgrades
- Publications and Training Materials
- Postage
- Apparel for identification of Emergency Management Staff in the field
- Fuel for Emergency Management vehicles
- Food/Beverages for activations (must have Governor's Executive Order or a declared Local State of Emergency or prior approval from DEM/DFS)
- Travel to/from meetings and conferences related to emergency management
- Travel to training and/or exercises related to emergency management
- Other Personal/Contractual Services
  - Reimbursement for services by a person(s) who is not a regular or full time employee filling established positions. This includes but is not limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
  - Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the grant manager for the Division for review.
- Maintenance and Enhancement
  - Major repairs to the County Emergency Operations Center
  - Central Heat/Air
  - Out buildings for storage of Emergency Management Equipment (Need prior EHP approval)
  - Security Improvements (i.e. Cameras and equipment to operate)
  - Generators and Installation (Need prior EHP approval)

**B. Planning**

Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

**Plans should have prior review and approval from the respective DEM state program. Funds may not be reimbursed for any plans that are not approved.**

- Mass evacuation training at local, state, and tribal levels

Allowable training-related costs include the following:

- **Funds Used to Develop, Deliver, and Evaluate Training.** This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the Multi-year TEP and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses states are encouraged to apply the Analysis Design Development and Implementation Evaluation (ADDIE) model for instruction design.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable.
- **Certification/Recertification of Instructors.** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

#### D. Exercises

All EMPG-funded personnel are REQUIRED to participate in no less than three exercises in a 12 month period.

Allowable exercise-related costs include:

- **Funds Used to Design, Develop, Conduct and Evaluate an Exercise.** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Sub-Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local

Sub-Recipients should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

#### **Controlled Equipment**

Grant funds may be used for the purchase of Controlled Equipment, however, because of the nature of the equipment and the potential impact on the community, there are additional and specific requirements in order to acquire this equipment. Refer to Information Bulletin 407 *Use of Grant Funds for Controlled Equipment* for the complete *Controlled Equipment List*, information regarding the *Controlled Equipment Request Form*, and a description of the specific requirements for acquiring controlled equipment with DHS/FEMA grant funds. For additional information on controlled equipment refer to

Executive Order (EO) 13688 Federal Support for Local Law Enforcement Equipment Acquisition (<https://www.gpo.gov/fdsys/pkg/DCPD-201500033/pdf/DCPD-201500033.pdf>), and the Recommendations Pursuant to Executive Order 13688 ([https://www.whitehouse.gov/sites/default/files/docs/le\\_equipment\\_wg\\_final\\_report\\_final.pdf](https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf)).

#### **Requirements for Small Unmanned Aircraft System**

All requests to purchase Small Unmanned Aircraft System (SUAS) with FEMA grant funding must also include the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment, see Presidential Memorandum: Promoting Economic Competitiveness While Safeguarding Privacy, Civil Rights, and Civil Liberties, in Domestic Use of Unmanned Aircraft Systems (<https://www.whitehouse.gov/the-press-office/2015/02/15/presidential-memorandum-promoting-economic-competitiveness-while-safegua>), issued February 20, 2015.

### **F. Management and Administration (M&A)**

M&A activities are those defined as directly relating to the management and administration of EMPG Program funds, such as financial management and monitoring. It should be noted that salaries of state and local emergency managers are not typically categorized as M&A, unless the state or local EMA chooses to assign personnel to specific M&A activities.

#### **Indirect Costs**

Indirect costs are allowable under this program as described in 2 C.F.R. § 200.414. With the exception of Sub-Recipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f), Sub-Recipients must have an approved indirect cost rate agreement with their cognizant federal agency to charge indirect costs to this award. A copy of the approved rate (a fully executed, agreement negotiated with the applicant's cognizant federal agency) is required at the time of application, and must be provided to FEMA before indirect costs are charged to the award.

### **II. Construction and Renovation**

Construction and renovation projects for a state, local, territorial, or Tribal government's principal Emergency Operations Center (EOC) as defined by the SAA are allowable under the EMPG Program.

Written approval must be provided by FEMA prior to the use of any EMPG Program funds for construction or renovation. Requests for EMPG Program funds for construction of an EOC must be accompanied by an EOC Investment Justification (FEMA Form 089-0-0-3; OMB Control Number 1660-0124 ([http://www.fema.gov/pdf/government/grant/2011/fy11\\_eoc\\_inv.pdf](http://www.fema.gov/pdf/government/grant/2011/fy11_eoc_inv.pdf))) to their Regional EMPG Program Manager for review. Additionally, Sub-Recipients are required to submit a SF-424C Budget and Budget detail citing the project costs.

- Costs to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities
- Activities and projects unrelated to the completion and implementation of the EMPG Program

In general, Sub-Recipients should consult with their Grant Manager prior to making any investment that does not clearly meet the allowable expense criteria established in this Guidance.

#### IV. Environmental Planning and Historic Preservation (EHP) Compliance

As a federal agency, FEMA is required to consider the effects of its actions on the environment and/or historic properties to ensure that all activities and programs funded by the agency, including grants-funded projects, comply with federal EHP regulations, laws and Executive Orders as applicable. Sub-Recipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, FEMA also is required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed and approved before funds are released to carry out the proposed project. FEMA will not fund projects that are initiated without the required EHP review. Additionally, all Sub-Recipients are required to comply with FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance ([http://www.fema.gov/media-library-data/1421336453304-d48abd61f8b2a35d2bad325ae49ae531/FP1080231 Environmental Planning Historic Preservation Policy.pdf](http://www.fema.gov/media-library-data/1421336453304-d48abd61f8b2a35d2bad325ae49ae531/FP1080231%20Environmental%20Planning%20Historic%20Preservation%20Policy.pdf)), and FP 108.24.4, Environmental Planning and Historical Preservation Policy (<http://www.fema.gov/media-library-data/1388411752234-6ddb79121951a68e9ba036d2569aa488/18Dec13-NoNEPARreview.pdf>)

EHP Technical Assistance, including the EHP Screening Form, can be found at ([http://www.fema.gov/media-library-data/20130726-1806-25045-2839/gpd\\_ehp\\_screening\\_form\\_omb\\_1660\\_0115\\_june\\_2011.pdf](http://www.fema.gov/media-library-data/20130726-1806-25045-2839/gpd_ehp_screening_form_omb_1660_0115_june_2011.pdf))

#### V. Other Conditions

##### Vehicles

- Written approval from the Director of the Division must be obtained prior to the purchase of any motor vehicle with funds provided under this Agreement. In the absence of such approval, the Division has no obligation to honor such reimbursement request. Any trade-in or resale funds received relating to any vehicle purchased under this subgrant is program income and must be applied toward the Sub-Recipient's EMPG Base Grant expenditures.

##### Food and beverages

- Food and beverages may be purchased for Emergency Management personnel and other personnel only if the Sub-Recipient's Emergency Operation Center or field command office is in an activated status and personnel receiving food/beverage are on duty at either of these locations. Purchases may be made only under (1) An Executive Order issued by the Governor, (2) a State of Emergency appropriately declared by local officials in response to an emergency event or threat or (3) the Division may consider additional request. The request would need prior approval from Department of Financial Services and the Division. For more information, ask your grant manager.

- For travel and conferences related to EMPG activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that: The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and participation of the individual in the travel is necessary to the Federal award.
  - If cancelled checks are NOT available, copies of the general ledger MUST be provided.
- B. The Quarterly Tasks Form is due with your quarterly financial report each quarter. This form identifies EMPG funded employees, the required training completed (or working towards completion), and the required amount of exercises during the agreement period.**
- C. Proposed Match Plan (Form 3) is due with the signed agreement and will be used to compare with the match portion of your close out report. If your proposed match plan changes an update should be provided. Federal funds provided under this Agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. NOTE: If the amount is NOT EMPA or if the federal obligation exceeds EMPA then you need to identify the other non-federal match. In the space provided on the form, provide a narrative description on how you plan to meet the dollar for dollar match requirement. The Proposed Match form must be signed by the Chief Financial Officer or equal authority.**
- D. Mid-Year and End-of-Year summary progress reports are to be scheduled and reviewed by the Division's Regional Coordinator and submitted to the grant manager.**
- E. The final Close Out report is due forty-five (45) days after termination of this Agreement. Federal funds provided under this agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. If the funds are being matched with EMPA and are less than the expended EMPA, no additional back-up/supporting documentation is needed. However, if your EMPG funds exceed EMPA, or if you are not using EMPA for match, the appropriate back-up/supporting documentation needs to be provided (i.e. general ledger with highlighted matching non-federal funds).**

**JUSTIFICATION OF ADVANCE PAYMENT**

**SUB-RECIPIENT:**

If you are requesting an advance, indicate same by checking the box below.

<p><input type="checkbox"/> <b>ADVANCE REQUESTED</b></p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.</p>
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If you are requesting an advance, complete the following chart and line item justification below.

**ESTIMATED EXPENSES**

<b>BUDGET CATEGORY/LINE ITEMS</b> (list applicable line items)	<b>20__-20__ Anticipated Expenditures for First Three Months of Contract</b>
<b><u>For example</u></b> <b>ADMINISTRATIVE COSTS</b> (Include Secondary Administration.)	
<b><u>For example</u></b> <b>PROGRAM EXPENSES</b>	
<b>TOTAL EXPENSES</b>	

**LINE ITEM JUSTIFICATION** (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

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Attachment H

**Certification Regarding  
Debarment, Suspension, Ineligibility  
And Voluntary Exclusion**

**Subcontractor Covered Transactions**

- (1) The prospective subcontractor of the Sub-Recipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

**SUBCONTRACTOR:**

\_\_\_\_\_

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Sub-Recipient's Name

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
DEM Contract Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

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 Sub-Recipient of funds, the Sub-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.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3145-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or

materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1367), as amended—Contracts and subgrants of amounts in excess of \$100,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1367). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6301).

(I) Debarment and Suspension (Executive Order 12549 and 12689)—A contract award (see 2 CFR 180.230) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (2 CFR Part 1805 Comp., p. 180) and 12689 (2 CFR Part 1805 Comp., p. 230), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

**DIVISION OF EMERGENCY MANAGEMENT  
EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT**

**Quarterly Financial Report (Form 1):**

1. These reports must be completed in full on a quarterly basis and be submitted no later than 30 days after the end of each quarter. **QUARTERLY FINANCIAL REPORTS MUST BE SUBMITTED ON A QUARTERLY BASIS EVEN IF YOU ARE NOT CLAIMING ANY EXPENDITURES.**

**Quarterly Financial Report (Form 1A), Quarterly Tasks (Form 1B) and Detail of Claims (Form 2):**

1. These forms are to be submitted quarterly.
2. Complete Quarterly Financial Report (Form 1A) by entering all information needed for reimbursement.
3. Complete Quarterly Tasks (Form 1B). This form has quarterly information for EMPA and EMPG agreements. This is to track tasks that are completed for the agreement period and quarters.
2. The Detail of Claims form must accompany the Quarterly Financial Report.
3. The Quarterly Financial Report form must be signed by the contract manager or someone with equal authority.
4. Claims are to be submitted to the following address:

DIVISION OF EMERGENCY MANAGEMENT  
2555 SHUMARD OAK BOULEVARD  
TALLAHASSEE, FLORIDA 32399-2100  
Attn: (Contract Manager's name)

**2016 EMPG - FUNDING OPPORTUNITY ANNOUNCEMENT (FOA). Requirements for EMPG funded personnel detail on Form 1B**

1. All EMPG funded personnel shall participate in three exercises of any type (e.g. Drills, Tabletop Exercises, Functional), within a 12-month period.
2. All EMPG Program funded personnel shall complete the following training requirements and record proof of completion: NIMS Training, Independent Study (IS) 100, IS 200, IS 700, and IS 800. In addition, personnel shall complete either the Independent Study courses identified in the Professional Development Series or the National Emergency Management Basic Academy delivered either by the Emergency Management Institute (EMI) or at a sponsored State, local, tribal, territorial, regional or other, designated location.

**Proposed Match Plan - (Form 3):**

1. This form is due with the signed agreement and will be used to compare with the match portion of your close out report. If your proposed match plan changes an update should be provided.
2. Federal funds provided under this Agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds.  
NOTE: If the amount entered below is NOT EMPA or if the federal obligation exceeds EMPA then you need to identify the other non federal match. In the space provided on the form, provide a narrative description on how you plan to meet the dollar for dollar match requirement.
3. The Proposed Match form must be signed by the Chief Financial Officer or equal authority.

**Close Out Report - (Form 4):**

1. Close Out Reports are due forty-five (45) days after the contract end date. Federal funds provided under this agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. If the funds are being matched with EMPA and are less than the expended EMPA, no additional back-up/supporting documentation is needed. However, if your EMPG funds exceed EMPA, or if you are not using EMPA for match, the appropriate back-up/supporting documentation needs to be provided (i.e. general ledger with highlighted matching non-federal funds).
2. The agreement cannot be considered closed until the Close Out Report has been received.

**Documentation of project expenditures:**

1. Sub-Recipients must maintain documentation of expenditures for a minimum period of three years following the close of project/program operations unless audits require a longer period of time.
2. Sub-Recipients should maintain a financial file with copies of back-up documentation for all paid project/program expenditures made by the Sub-Recipient during the grant period. Documentation of expenditures against the program will be reviewed and verified upon receipt by DEM staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, payroll vouchers, journal transfers, etc. These documents should be submitted when requesting reimbursement.
3. In order to document hours worked on the program by permanent or temporary staff, the Sub-Recipient may use its own time and attendance forms. A Staffing Detail Worksheet is also required to identify positions being funded by the agreement.
4. All claims for reimbursement of expenditures must be submitted on the approved DEM Quarterly Financial Reporting forms. Claims not submitted on the proper form, cannot be processed and will be returned for corrections.

**IF YOU WISH TO OBTAIN THESE FORMS ELECTONICALLY, PLEASE FIND THEM ON OUR WEBSITE AT  
<http://www.floridadisaster.org/grants/index.htm> OR NOTIFY YOUR CONTRACT MANAGER**





**DIVISION OF EMERGENCY MANAGEMENT  
EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT  
CLOSE-OUT REPORT  
FORM 4**

This form should be completed and submitted to the Division no later than forty-five (45) days after the termination date of the Agreement.

Sub-Recipient \_\_\_\_\_

Agreement No. \_\_\_\_\_

Address \_\_\_\_\_

Agreement Amount \_\_\_\_\_

City and State \_\_\_\_\_

Agreement Period \_\_\_\_\_

Payments Received Under this Agreement  
(Include any advanced funds and final requested payment)

Cost Categories	By Category - Total Contract Expenditures
1. Organizational Activities	
2. Planning Activities	
3. Training Costs	
4. Exercise Costs	
5. Equipment Acquisition Costs	
6. Management and Administration Costs	
Total	\$0.00

Date	Amount
1	
2	
3	
4	
5	
6	
Total 7	\$0.00

Agreement Amount \_\_\_\_\_

Minus Total Payments  
(including final requested funds - Line 7) \_\_\_\_\_

Unspent balance \_\_\_\_\_

**Federal funds provided under this agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. If the funds are being matched with EMPA and are less than the expended EMPA, no additional back-up/supporting documentation is needed. However, if your EMPG funds exceed EMPA, or if you are not using EMPA for match, the appropriate back-up/supporting documentation needs to be provided (i.e. general ledger with highlighted matching non-federal funds).**

MATCH	EMPA	LOCAL (General Revenue)	LOCAL (other)	OTHER NON-FEDERAL

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

Make checks payable to: Cashier, Division of Emergency Management

Mail To: Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100, Attn: (contract manager)

I hereby certify that the above costs are true and valid costs incurred and that the match requirements have been met in accordance with this Agreement.

**FOR DEM USE:**  
Reconciliation and verification of EMPG funds

Signed \_\_\_\_\_  
Chief Financial Officer or Finance Director

Signed \_\_\_\_\_  
DEM Grant Manager

Name & Title \_\_\_\_\_

Name & Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**Levy County Board of County Commissioners**  
**Agenda Item Summary**

1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:

DEPARTMENT OF PUBLIC SAFETY / *Alesha*

2. MEETING DATE:

June 21, 2016

3. REQUESTED MOTION/ACTION:

Department of Public Safety is requesting approval from the Board to purchase six (6) routers and six (6) SIM cards with programming and warranty coverage from Access Wireless Data Solutions for \$4,751.99.

4. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes  No  IF NO, STATE ACTION REQUIRED

DETAILED ANALYSIS ATTACHED?: Yes  No  BUDGET OFFICER APPROVAL \_\_\_\_\_ DATE: \_\_\_\_\_

5. BACKGROUND: (WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED)

Department of Public Safety is requesting approval from the Board to purchase six (6) routers and six (6) SIM cards with programming and warranty coverage from Access Wireless Data Solutions for \$4,751.99.

This will allow for completion of the network for the fire rescue stations tying them into the headquarters location to provide secure internet access and more efficient management of all remote sites.

Additionally, completion of the network will decrease expenses for internet reflecting an overall cost savings of approximately \$12,000.00 annually.

DEPARTMENT DIRECTOR	BOCC CHAIR	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES <input checked="" type="checkbox"/> NO	YES <input checked="" type="checkbox"/> NO				

7. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

21756 St Rd 54, Ste 101  
Lutz FL 33549  
(813) 751-2039  
www.accesswds.com

Date	Quote #
6/13/2016	AWDS-4379 r1

Contact:	Phone:	Email:
Levy County Department of Public Safety : Jerry	(352) 486-5209	jziegler@levydps.com

Sales Rep	Quote Expires	Terms	Ship Date	Ship Via
Megan Lynch	12/13/2016			FedEx Ground

**Special Instructions**

Part #	Qty.	Description	MSRP	Disc.	Per Unit	Total
COR IBR600LPE-VZ	6	CradlePoint COR IBR600LPE-VZ Integrated Broadband Router 4G (XLTE/EVDO/WiFi) - Verizon - Includes 2 - 4G/3G mobile broadband modem antennas, 2 - WiFi antennas, AC power supply, and mounting bracket - 3 Year Warranty.	649.99	15%	552.49	3,314.94
VZW 4G SIM MCONFIG	6	Verizon Wireless 4G Standard SIM Card. Modem Provisioning: Programming, Configuration, Testing and Labeling. Includes up to 1 hour of initial installation support within the first 30 days. If MCONFIG is not purchased, support is still available for an additional fee.	5.00	Base P... Custom	5.00	30.00
ECM-CC3YR-CAT2-OLD	6	CradlePoint Enterprise Cloud Manager, SaaS License for 3 year Includes ECM support + CradleCare 24 x7 support and Extended Warranty.	35.00		30.00	180.00
			199.00	Base P...	199.00	1,194.00
<b>Subtotal</b>						4,718.94
<b>Shipping Cost (FedEx Ground)</b>						33.05
<b>Total</b>						\$4,751.99

\*\*\*\*Please send all PO's and order related correspondence to orders@accesswds.com\*\*\*\*  
 QUOTE DOES NOT INCLUDE SHIPPING CHARGES. Shipping charges will be pre-paid and added based on shipping method and location, unless third-party shipping account is provided. All returns subject to approval and require RMA. Returns subject to a 15% re-stocking fee. Products must be in original condition with no scratches, dents or other cosmetic damage. Must be returned in original packaging with no tears, markings or other writing, otherwise item will not be accepted for re-stocking. No returns after 30 days. Late payment balance due subject to 1.5% late fee not to exceed 18% per year or as allowed by law.

**Levy County Board of County Commissioners  
Agenda Item Summary**

**1. DEPARTMENT MAKING REQUEST/NAME/EXTENSION:**

ROAD/BRIDGE- ALICE LALONDE X3358

**2. MEETING DATE:**

6/21/16

**3. REQUESTED MOTION/ACTION:**

Request to approve Resolution 2016-032 for the acceptance and directing the recordation of right of way deed transferring right of way located in Levy County, FL ( SE 117<sup>th</sup> PL and SE 127<sup>th</sup> Terrace)

**4. IS THIS ITEM BUDGETED ( IF APPLICABLE ) ? : YES \_ NO \_ IF NO, STATE ACTION REQUIRED**

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES \_ NO \_ BUDGET OFFICER APPROVAL \_\_\_\_\_ DATE

**5. BACKGROUND: ( WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED )**

Requesting approval for resolution 2016-032 for the acceptance of right of way from Mr. and Mrs. Seals that is a 60' right way easement described as the West 60' and the South 60' of the NE ¼ of SE ¼ of Section 36, Township 13 South, Range 17 East, Levy County, FL or commonly known as SE 117<sup>th</sup> PL and SE 127 Terrace.

**6. RECOMMENDED APPROVAL AND DATE ( YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED )**

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
YES _ NO	YES _ NO	YES _ NO	YES _ NO	YES <u>X</u> NO	YES _ NO

**7. COMMISSION ACTION:**

APPROVED

DENIED

DEFERRED DATE TO BRING BACK:

OTHER SPECIFY:

# RESOLUTION

NUMBER 2016-032

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEVY COUNTY, FLORIDA, AUTHORIZING ACCEPTANCE AND DIRECTING THE RECORDATION OF RIGHT OF WAY DEED TRANSFERRING RIGHT OF WAY LOCATED IN LEVY COUNTY, FLORIDA, AND GENERALLY DESCRIBED AS SE 117<sup>TH</sup> PLACE AND SE 127<sup>TH</sup> TERRACE, LEVY COUNTY, FLORIDA.**

## RECITALS

WHEREAS, the owners of certain property located in Levy County, Florida, depicted in Exhibit "A", which is attached hereto and incorporated herein by this reference (herein "the ROW property"), and described as the West 60 feet and the South 60 feet of the NE  $\frac{1}{4}$  of SE  $\frac{1}{4}$  of Section 36, Township 13 South, Range 17 East, Levy County, Florida, commonly known as SE 117<sup>th</sup> Place and SE 127<sup>th</sup> Terrace; and

WHEREAS, the granting of the ROW property to the County will provide additional right of way for SE 117<sup>th</sup> Place and SE 127<sup>th</sup> Terrace that is needed to provide access to adjacent parcels; and

WHEREAS, the owners of the West 60 feet and the South 60 feet of the NE  $\frac{1}{4}$  of SE  $\frac{1}{4}$  of Section 36, Township 13 South, Range 17 East, Levy County, Florida, desire to dedicate and grant the ROW property to Levy County for the use and benefit of the public as right of way, by Right of Way Deed; and

WHEREAS, a form of Right of Way Deed, which is attached hereto as Exhibit "B" and by this reference incorporated herein, will be used for the granting and dedication of the West 60 feet and the South 60 feet of the NE  $\frac{1}{4}$  of SE  $\frac{1}{4}$  of Section 36, Township 13 South, Range 17 East, Levy County, Florida; and

WHEREAS, it is desired on behalf of the public to accept the completed Right of Way Deed for the West 60 feet and the South 60 feet of the NE  $\frac{1}{4}$  of SE  $\frac{1}{4}$  of Section 36, Township 13 South, Range 17 East, Levy County, Florida, when it is provided to the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, of Levy County, Florida, that:

1. The Board hereby expresses its intent to accept the dedication and granting of the West 60 feet and the South 60 feet of the NE  $\frac{1}{4}$  of SE  $\frac{1}{4}$  of Section 36, Township 13

South, Range 17 East, Levy County, Florida as depicted in Exhibit "A" as those dedications and grants may be contained in completed Right of Way Deed using the form Right of Way Deed attached hereto as Exhibit "B", for the use and benefit of the public as right of way, when the same Right Of Way Deed is completed, executed, and presented to the County Road Department by the grantors of the West 60 feet and the South 60 feet of the NE ¼ of SE ¼ of Section 36, Township 13 South, Range 17 East, Levy County, Florida. No further action by the Board beyond the adoption of this Resolution shall be necessary to constitute acceptance of the dedication and grant of the West 60 feet and the South 60 feet of the NE ¼ of SE ¼ of Section 36, Township 13 South, Range 17 East, Levy County, Florida as depicted on Exhibit "A."

2. The Clerk of the Circuit Court of Levy County, and Ex-Officio Clerk to the Board of County Commissioners, is hereby directed to record the original of the Right of Way Deed for the West 60 feet and the South 60 feet of the NE ¼ of SE ¼ of Section 36, Township 13 South, Range 17 East, Levy County, Florida, when the same is presented for recordation.

PASSED AND DULY ADOPTED this 21<sup>st</sup> day of June, 2016.

BOARD OF COUNTY COMMISSIONERS  
OF LEVY COUNTY, FLORIDA

\_\_\_\_\_  
John Meeks, Chairman

ATTEST:  
Danny J. Shipp, Clerk of  
Circuit Court and Ex-officio  
Clerk to the Board of County  
Commissioners

\_\_\_\_\_  
Danny J. Shipp, Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

*Anne Bast Brown*  
\_\_\_\_\_  
Anne Bast Brown, County Attorney



THIS INSTRUMENT PREPARED BY:  
ANNE BAST BROWN, COUNTY ATTORNEY  
812 EAST HATHAWAY AVENUE  
BRONSON, FL 32621

**RIGHT OF WAY DEED**

**THIS DEED**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 between Buford Seals and Frances Seals, husband and wife, whose address is 12751 S.E. 16<sup>th</sup> Lane, Morriston, Florida, 32668, party of the first part, and **LEVY COUNTY, a political subdivision of the STATE OF FLORIDA**, whose address is P. O. Box 310, Bronson, Florida, 32621-0310, party of the second part;

**WITNESSETH:**

That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, dedicated and sold to the party of the second part forever, the following described land, situate, lying and being in Levy County, Florida, to wit:

**The West 60 feet and the South 60 feet of the NE 1/4 of SE 1/4 of Section 36, Township 13 South, Range 17 East, Levy County, Florida.**

This Deed is for the purpose of giving and granting to the party of the second part, its successors, legal representatives and assigns, a right of way easement in and to the said lands for public road and related purposes; and it is made, executed and delivered with the express understanding and condition that should the same ever be discontinued or abandoned as a public road or related use, the title to the same shall thereupon revert to and revest in the party of the first part, its successors, legal representatives, and assigns.

**IN WITNESS WHEREOF** the party of the first part has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Buford Seals

\_\_\_\_\_  
Frances Seals

STATE OF FLORIDA  
COUNTY OF LEVY

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, an officer duly qualified to take acknowledgments, personally appeared Buford Seals, ( ) personally known to me or ( ) produced identification \_\_\_\_\_ and executed the foregoing.

My Commission Expires:  
(NOTARY SEAL)

\_\_\_\_\_  
Notary Signature

STATE OF FLORIDA  
COUNTY OF LEVY

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, an officer duly qualified to take acknowledgments, personally appeared Frances Seals, ( ) personally known to me or ( ) produced identification \_\_\_\_\_ and executed the foregoing.

My Commission Expires:  
(NOTARY SEAL)

\_\_\_\_\_  
Notary Signature

z:\deed\se 117 pl\_se 127 terr\_row deed  
LR2018-025

**EXHIBIT "B"**

# Levy County Board of County Commissioners

## Agenda Item Summary

1. NAME/ORGANIZATION/TELEPHONE:

DARIN REMINGTON, IT DIRECTOR

2. MEETING DATE:

6/21/2016

3. REQUESTED MOTION/ACTION:

Request approval to purchase IT Equipment as discussed from previous meeting held June 7, 2016

4. Agenda Presentation

Time Requested: \_\_\_\_\_

(Request will be granted if possible)

ALLOTTED TIME NOT

MORE THAN 15 MINUTES

5. IS THIS ITEM BUDGETED ( IF APPLICABLE ) ? : Yes \_\_\_ No \_\_\_ IF No, STATE ACTION REQUIRED

BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES \_\_\_ NO \_\_\_ BUDGET OFFICER APPROVAL \_\_\_\_\_ DATE

6. BACKGROUND: ( WHY IS THE ACTION NECESSARY, AND WHAT ACTION WILL BE ACCOMPLISHED )

ALL SUPPORTING DOCUMENTATION MUST BE ATTACHED

7. RECOMMENDED APPROVAL AND DATE ( YES & NO BLOCK INDICATE IF APPROVAL IS/IS NOT REQUIRED )

DEPARTMENT DIRECTOR	OTHER	OTHER	OTHER	COUNTY ATTORNEY	COUNTY COORDINATOR
Yes ___ No	Yes ___ No	Yes ___ No	Yes ___ No	Yes ___ No	Yes ___ No

8. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED    DATE TO BRING BACK:

OTHER    SPECIFY:



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### Review Summary

- 1. COMPONENTS
- 2. SERVICES & SUPPORT
- 3. ACCESSORIES
- 4. REVIEW SUMMARY

**PowerEdge R630 Rack Server**  
 Starting Price \$9,798.00  
 Instant Savings \$3,132.86



Subtotal **\$6,665.14**  
 As low as \$200.00 /month\*

Dell Business Credit | Apply

Discount Details

Ships in 3 - 5 Business Days

Print Summary

ADG server

**PowerEdge R630 Rack Server**  
 Starting Price \$9,798.00  
 Instant Savings \$3,132.86

Subtotal **\$6,665.14**  
 As low as \$200.00 /month\*

Dell Business Credit | Apply

Discount Details  
 Ships in 3 - 5 Business Days  
 Print Summary

### Please Take a Moment to Review

Review Your PowerEdge R630 Rack Server

Date & Time: 6/18/2016 2:11:13 PM

PowerEdge R630 Rack Server  
 PowerEdge R630 Server

Unit Price: \$9,798.00  
 - \$3,132.86

### SYSTEM OPTIONS

PowerEdge R630	PowerEdge R630 Server	edit
Trusted Platform Module (TPM)	No Trusted Platform Module	edit
Chassis Configuration	Chassis with up to 8, 2.5" Hard Drives, Software RAID, 3 PCIe Slots	edit
Processor	Intel® Xeon® E5-2650 v4 2.2GHz,30M Cache,9.60GT/s QPI,Turbo,HT,12C/24T (105W) Max Mem 2400MHz	edit
Additional Processor	Intel® Xeon® E5-2650 v4 2.2GHz,30M Cache,9.60GT/s QPI,Turbo,HT,12C/24T (105W) Max Mem 2400MHz	edit
Processor Thermal Configuration	2 CPU up to 120W	edit
PCIe Riser	None	edit
Memory DIMM Type and Speed	2400MT/s RDIMMs	edit
Memory Configuration Type	Performance Optimized	edit
Memory Capacity	16GB RDIMM, 2400MT/s, Dual Rank, x8 Data Width	edit
RAID Configuration	No RAID with Embedded SATA (1-8 SATA HDDs or SATA SSDs)	edit
RAID Controller	Embedded SATA	edit
Hard Drives	1TB 7.2K RPM SATA 6Gbps 2.5in Hot-plug Hard Drive	edit
Additional Network Cards	Intel Ethernet I350 DP 1Gb Server Adapter, Low Profile	edit
Network Daughter Card	Broadcom 5720 QP 1Gb Network Daughter Card	edit
Host Bus Adapter/Converged Network Adapter	None	edit
Additional PCIe Cards	None	edit
Embedded Systems Management	iDRAC8 Express, integrated Dell Remote Access Controller, Express	edit
Internal SD Module	None	edit
Internal Optical Drive	No Internal Optical Drive for 8 HDD Chassis	edit
Bezel	No Bezel	edit
Rack Rails	ReadyRails™ Sliding Rails With Cable Management Arm	edit
Power Management BIOS Settings	Power Saving Dell Active Power Controller	edit
Power Supply	Dual, Hot-plug, Redundant Power Supply (1+1), 1100W	edit
Power Cords	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	edit
System Documentation	Electronic System Documentation and OpenManage DVD Kit	edit
Operating System	No Operating System	edit
Licenses	None	edit
OS Media Kits	No Media Required	edit
Client Access Licenses	None	edit
OS Partitions	None	edit
Secondary OS	None	edit
Virtualization Software	None	edit
Virtualization Software and Support	None	edit
Enabled Virtualization	None	edit
Database Software	None	edit

Advanced System Configurations	None	edit
Systems Management Upgrades	None	edit
AppAssure Data Protection	None	edit

**SERVICES**

Hardware Support Services	3 Year Basic Hardware Warranty Repair, 5X10 HW-Only, 5x10 NBD On-site	edit
Deployment Services	No Installation	edit
Additional Deployment Services	None	edit
Remote Consulting Services	Declined Remote Consulting Service	edit
Keep Your Hard Drive	None	edit
Proactive Systems Management	None	edit
Azure Cloud Backup Service	None	edit

**ACCESSORIES**

Server Accessories	None	edit
Removable Storage	None	edit
Dell Networking	None	edit
SonicWALL Firewall	None	edit

**Also Included in this system**

The following options are default selections included with your order

- PowerEdge R630 Shipping- 8 Drive Chassis
- US No Canada Ship Charge

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Ships in 3 - 5 Business Days



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 Phone: (239) 514-2888  
 Fax: (239) 236-2232  
 www.vTECHio.com

# PROPOSAL

CAWQ5233

May 3, 2016

**Prepared For:**

**Levy County Clerk of Court**  
 Darin Remington  
 355 South Court St  
 Bronson, FL 32621  
 United States

Phone  
 Fax

**Presented By:**

Chris McDaniel  
 Chris.McDaniel@vtechio.com  
 727-200-0549

To accept this proposal, sign here and return:

Date: \_\_\_\_\_

Customer Purchase Order Number: \_\_\_\_\_

**Proposal valid for 30 days**

**Terms:** Due Upon Receipt

Description	Unit Price	Qty	Ext. Price
<b>Dell Networking N2048P, L2, POE+, 48x 1GbE + 2x 10GbE SFP+ fixed ports, Stacking, IO to PSU air, AC</b> Dell Networking N2048P, L2, POE+, 48x 1GbE + 2x 10GbE SFP+ fixed ports, Stacking, IO to PSU air, AC (210-ABNY) Dell Hardware Limited Warranty Initial Year (966-3149) Dell Hardware Limited Warranty Extended Year(s) (966-3150) Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your Network Switch (966-3154) ProSupport: Next Business Day Onsite Service After Problem Diagnosis, Initial Year (966-3157) ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 2 Year Extended (966-3159) ProSupport: 7x24 HW / SW Tech Support and Assistance, 3 Year (966-3183) Thank you choosing Dell ProSupport. For tech support, visit <a href="http://www.dell.com/support">http://www.dell.com/support</a> or call 1-800- 945-3355 (989-3439) US Order (332-1286) On-Site Installation Declined (900-9997) Dell Networking N2000/3000 Series User Guide (343-BBBQ) Dell Networking MPS1000 External Power Supply (331-2439) (2) Power Cord, 125V, 13A, 6 Feet, C15 to NEMA 5-15P (450-ADYH) Stacking Cable, for Dell Networking N2000/N3000/S3100 series switches (no cross-series stack), 0.5m (470-ABHC)	<b>\$3,193.06</b>	<b>2</b>	<b>\$6,386.12</b>
<b>Dell Networking N2024P, L2, POE+, 24x 1GbE + 2x 10GbE SFP+ fixed ports, Stacking, IO to PSU air, AC</b> Dell Networking N2024P, L2, POE+, 24x 1GbE + 2x 10GbE SFP+ fixed ports, Stacking, IO to PSU air, AC (210-ABNW) Dell Hardware Limited Warranty Initial Year (966-2541) Dell Hardware Limited Warranty Extended Year(s) (966-2542) Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your Network Switch (966-2546)	<b>\$2,375.84</b>	<b>1</b>	<b>\$2,375.84</b>

Continued On Next Page ...

Description	Unit Price	Qty	Ext. Price
ProSupport: Next Business Day Onsite Service After Problem Diagnosis, Initial Year (966-2550) ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 2 Year Extended (966-2552) ProSupport: 7x24 HW / SW Tech Support and Assistance, 3 Year (966-2576) Thank you choosing Dell ProSupport. For tech support, visit <a href="http://www.dell.com/support">http://www.dell.com/support</a> or call 1-800- 945-3355 (989-3439) US Order (332-1286) On-Site Installation Declined (900-9997) Dell Networking N2000/3000 Series User Guide (343-BBBQ) Enclosure for Mounting up to 3xMPS600 or 3xMPS1000 in 1U, Brackets Included (331-2307) Dell Networking MPS1000 External Power Supply (331-2439) (2) Power Cord, 125V, 13A, 6 Feet, C15 to NEMA 5-15P (450-ADYH) Stacking Cable, for Dell Networking N2000/N3000/S3100 series switches (no cross-series stack), 0.5m (470-ABHC)			
StarTech.com USB 150Mbps Mini Wireless N Network Adapter - Network adapter - USB 2.0 - 802.11b, 802.11g, 802.11n	\$13.99	60	\$839.40
Dell SonicWALL NSA 3600 Secure Upgrade Plus Security Appliance - 3 Years (A6929873)	\$5,441.25	1	\$5,441.25
Dell SonicWALL NSA 3600 High Availability (HA) Unit (A6929919)	\$2,097.75	1	\$2,097.75
STATEFUL HA UPG 3500 AND 3600 (A7483765)	\$596.25	1	\$596.25
ANALYZER REPORTING SOFTWARE FOR NSA 3600 3500 PRO 3060 (A7483763)	\$281.25	1	\$281.25
8PK SONICPOINT ACE W/O POE INJECTOR 24X7 SUP 3YR 8PK (A8104683)	\$2,891.25	1	\$2,891.25
SONICPOINT ACE W/ POE INJECTOR INCLUDES 3YR 24X7 SUP (A8104674)	\$480.00	2	\$960.00
3YR ENFORCED CLIENT ANTI VIRUS AND ANTI SPYWARE KASPERSKY 5U (A8833423)	\$264.00	1	\$264.00
3YR ENFORCED CLIENT ANTI VIRUS AND ANTI SPYWARE KASPERSKY 25U (A8833429)	\$1,300.67	1	\$1,300.67
3YR ENFORCED CLIENT ANTI VIRUS AND ANTI SPYWARE KASPERSKY 50U (A8833432)	\$2,600.00	1	\$2,600.00

Description	Unit Price	Qty	Ext. Price
<b>Dell KACE VK1100 Virtual Appliance</b>	<b>\$16,262.60</b>	<b>1</b>	<b>\$16,262.60</b>

KACE VK1100 Virtual Appliance,100 Managed Computers  
KACE vK1100 Commercial Information  
Dell Software Support & Maintenance for up to 100 Managed Computers, 7x24, 3 Years  
Remote Implementation of a Dell KACE Appliance  
KACE Enterprise Jumpstart  
(40) Dell KACE Support & Maintenance, 7x24, 3 Years  
(40) KACE Additional Mngd Computer  
Jumpstart eKcellence Pack Training Follow-up Post after training completion  
Jumpstart eKcellence Pack K1 Service Desk Basic  
Jumpstart eKcellence Pack K1 Software Distribution Basics  
Jumpstart eKcellence Pack K1 Patch Management Dell Updates  
Jumpstart eKcellence Pack K1 Scripting  
Jumpstart eKcellence Pack K1 Asset  
Dell Software Non-Returnable Product

**State of Florida DMS WSCA Participating Addendum Contract (#43211500-WSCA-15-ACS)**  
**State of Florida DMS Network Infrastructure - Equipment & Services Contract (#STC 250-000-09-1)**  
**Valencia College TRP Contract (#11-12/09)**

Your investment in addition to the Grand Total:  
*\$0.00 Billed Monthly*  
*\$0.00 Billed Quarterly*  
*\$0.00 Billed Annually*

<b>Subtotal</b>	\$42,296.38
<b>Tax</b>	\$0.00
<b>Shipping</b>	\$184.97
<b>Grand Total</b>	<b>\$42,481.35</b>

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