STATE OF FLORIDA

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

CFDA Number(s): 97.042 Agreement Number: G0177

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT

EMERGENCY MANAGEMENT PERFORMANCE GRANT, COVID-19 SUPPLEMENTAL

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 **Manatee County, a political subdivision of the State of Florida**, (hereinafter referred to as the "Sub-Recipient ").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. 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."

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

C. 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."

D. 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."

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

THEREFORE, Division AND Sub-Recipient agree to the following:

(1) SCOPE OF WORK

(a) Sub-Recipient shall perform the work in accordance with Scope of Work (Attachment A) and Proposed Budget Detail Worksheet (Attachment A(2)), of this agreement.

(2) INCORPORATION OF LAWS, REGULATIONS, AND POLICIES

(a) Sub-Recipient and Division shall be governed by all applicable State and Federal laws, rules, and regulations, including, but not limited to, those identified in Attachment E, Program Statement of Assurances. In addition, section 215.971, Florida Statutes applies to this Agreement because 2 C.F.R.

§200.302 states in part: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.”

(3) PERIOD OF AGREEMENT

(a) This agreement period will begin on **April 27, 2020**, and will end on **June 30, 2021**, unless terminated earlier in accordance with provisions of this Agreement, including, but not limited to Paragraph (12) TERMINATION, of this Agreement.

(4) FUNDING CONSIDERATION

(a) This is a cost reimbursement agreement. Division shall reimburse Sub-Recipient for allowable costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **$22,518.92** subject to legality of the expenditures, availability of funds, and appropriate budget authority.

(b) Any advance payment under this Agreement is subject to section 216.181(16), Florida Statutes. The amount of advanced funds may not exceed the expected cash needs of Sub-Recipient within the first ninety (90) days of the term of this Agreement. If an advance payment is requested, the budget data on which the request is based, and a justification statement shall be included with this Agreement as indicated in Attachment B, Justification of Advance Payment. Attachment B must specify the amount of advance disbursement requested and provide an explanation of the necessity for and proposed use of the funds.

(c) 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).”

(d) In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of Agreement.

(e) As required by section 215.971(2)(c), Florida Statutes, the Grant Manager shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report.

(5) REPORTS

Sub-Recipients shall provide Division with all required Reports, as set forth in Exhibit 1 – Audit Requirements, to this agreement.

(a) Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all 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 thirty (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 September 30, December 31, March 31, and June 30.

(c) The Form 5 - Close-Out Report is due sixty (60) days after termination of this Agreement or sixty (60) 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, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Proposed Budget Detail Worksheet (Attachment A (2)) and Scope of Work (Attachment A).

(e) The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Sub-Recipient shall provide additional reports and information identified in Quarterly Reports (Attachment A (3)). The necessary forms for completing Quarterly Reports are located in Attachment G, Reporting Forms.

(6) MONITORING

(a) Sub-Recipient is responsible for and shall monitor its performance under this Agreement. Sub-Recipient shall monitor the performance of its contractors, consultants, agents, and who are paid from funds provided under this Agreement or acting in furtherance of this Agreement.

(b) In addition to reviews of audits conducted in accordance with Exhibit 1 – Audit Requirements, monitoring procedures may include, but not limited to, desk reviews and on-site visits by Division staff, limited scope audits, and other procedures.

(7) SUBCONTRACTS

(a) Sub-Recipient shall not contract in furtherance of this Agreement prior to receiving Division's written confirmation that the proposed contract includes the following requirements:

i. Contractor is bound by all applicable State and Federal law and regulations;

ii. Contractor shall indemnify and hold Division and Sub-Recipient harmless against all claims of whatever nature arising out of or related to the contractor's performance of under this Agreement, to the extent allowed by law; and

iii. Prior to entering into a contract with any contractor to be paid from funds from this Agreement, Sub-Recipient shall submit to Division a completed Attachment C, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion to this Agreement**.**

(8) AUDITS

(a) Sub-Recipient 's performance under this Agreement is subject to the applicable requirements published in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Title 2 of the United States Code of Federal Regulations (C.F.R.) part 200 hereinafter referred to as the "Uniform Guidance."

(b) Sub-Recipient shall retain all records pertaining to this Agreement, regardless of the form of the record (e.g. paper, film, recording, electronic), including but not limited to financial records, supporting documents, statistical records, and any other documents (hereinafter referred to as "Records") for a period of five State fiscal years after all reporting requirements are satisfied and final payments have been received, or if an audit has been initiated and audit findings through ligation or otherwise.

(c) If Sub-Recipient 's expenditures of State of Federal awards during its applicable fiscal year(s) require it to conduct an audit in accordance with Exhibit 1 – Audit Requirements, to this Agreement, such audit will comply with all applicable requirements of Exhibit 1 – Audit Requirements*,* to this Agreement, section 215.97, Florida Statues, and the Uniform Guidance as applicable, and Sub-Recipient shall ensure that all related party transactions are disclosed to the auditor.

(d) The reporting packages for required audits must be timely submitted in accordance with the requirements of Exhibit 1 – Audit Requirements, of this Agreement and the applicable laws, rules and audits of Federal awards conducted in accordance with Subparagraph (c) above.

(9) 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.

(10) 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 (11) REMEDIES; 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 if:

(a) 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;

(b) Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

(c) Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete, or insufficient information; or,

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

(11) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient 's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) 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 (3) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Sub-Recipient refund to the Division any monies used for ineligible

purposes under the laws, rules and regulations governing the use of these funds;

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

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

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

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or;

iv. Require the Sub-Recipient to reimburse the Division for costs incurred for any items determined to be ineligible;

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

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. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-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 Sub-Recipient.

(12) TERMINATION

(a) The Division may terminate this Agreement for cause after thirty (30) 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 (30) 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 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.

(13) 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(i), 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(b), 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 (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within seven (7) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-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 Sub-Recipient as quickly as possible within the seven (7) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in Paragraph (12) above; and,

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

(e) 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 contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within seven (7) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-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 Sub-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 Sub-Recipient as quickly as possible within the seven (7) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in Paragraph (12) 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) Except 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.

(j) The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

(k) The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

(l) For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

(m) FEMA has developed helpful resources for Sub-Recipients when procuring with federal grant funds because Sub-Recipients must comply with the Federal procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. These resources are generally *available at* https://www.fema.gov/procurement-disaster-assistance-team. FEMA periodically

updates this resource page so please check back for the latest information. While not all the provisions discussed in the resources are applicable to this subgrant agreement, the Sub-Recipient may find these resources helpful when drafting its solicitation and contract for compliance with the Federal procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. FEMA provides the following hands-on resources for Recipients of federal funding:

i. 2018 PDAT Procurement Compliance Checklist for Public Assistance Applicants *available at* https://www.fema.gov/media-library-data/1569959172327-92358d63e00d17639d5db4de015184c9/PDAT_ProcurementChecklist_11-21-2018.pdf

ii. 2019 PDAT Contract Provisions Template *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf

(14) ATTACHMENTS AND EXHIBITS

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

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

(c) This Agreement has the following attachments:

Exhibit 1 – Audit Requirements

Exhibit 2– Funding Sources

Exhibit 3– Single Audits

Exhibit 4 – Certification & Compliance with EMPG-S Notice of Funding Opportunity (NOFO) Objectives, Priorities, and Funding Restrictions

Exhibit 5 – Program Overview and Priorities

Attachment A – Scope of Work

Attachment A (1) – Allowable Costs and Eligible Activities – Budget Directions

Attachment A (2) – Proposed Budget Detail Worksheet

Attachment A (3) – Quarterly Reports

Attachment B – Justification of Advance Payment

Attachment C – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Attachment D – Warranties and Representations

Attachment E – Statement of Assurances

Attachment F – Mandatory Contract Provisions

(15) NOTICE OF 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. All notices provided by Sub-Recipient under or pursuant to this Agreement shall be in writing to Division's Grant Manager and delivered by standard or electronic mail using the correct information provided in Subparagraph 15(b) below.

(b) The name and address of Division's Grant Manager for this Agreement is:

Contractual Point of Contact
Nee Edwards Florida Division of Emergency Management 2555 Shumard Oak Blvd., 325H Tallahassee, FL 32399-2100 (850) 815-4340 Newarsa.Edwards@em.myflorida.com

(c) The name and address of Division's Programmatic Reviewer for this Agreement is:

Programmatic Point of Contact
Jamela Reeves Florida Division of Emergency Management 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4332 Jamela.Reeves@em.myflorida.com

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

Name: Steve Litschauer
Title: Emergency Management Director
Address: P.O. BOX 100 Bradenton, FL 34206
Phone: (941)749-3507
Email: steve.litschauer@mymanatee.org

(e) 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.

(16) PAYMENTS

(a) Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. 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 Justification of Advance Payment as Attachment B. Justification of Advance (Attachment B) 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 at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within thirty (30) 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 (5) REPORTS 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 (4) FUNDING CONSIDERATION 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 (30) days of receiving notice from the Division.

(17) 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.

(18) MANDATED CONDITIONS AND OTHER LAWS

(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 requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient , cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient .

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

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

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

(f) Any Sub-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:

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

ii. 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;

iii. 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 (18)(f)(ii) of this certification; and,

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 "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment C) 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) Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

(m) The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5),Florida Statutes., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(19) <u>FEDERAL REQUIREMENTS PERTAINING TO LOBBYING</u>

(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.

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

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

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

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

(20) COPYRIGHT, PATENT, AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB- RECIPIENT TO THE STATE OF FLORIDA.

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

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable 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 (30) 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 (20)(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.

(21) LEGAL AUTHORIZATION

(a) 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.

(22) ASSURANCES

(a) The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment E.

(23) RECORDS

(a) As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives,

shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, 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. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

(b) As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, 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 Sub-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 Sub-Recipient 's personnel for the purpose of interview and discussion related to such documents.

(c) As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and 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 5 years from the date of submission of the final expenditure report. The following are the only exceptions to the 5-year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-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 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-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 forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

(f) As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

(g) Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient 's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

(h) Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

(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 Proposed Budget Detail Worksheet (Attachment A (2)) and Scope of Work (Attachment A) and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(24) TERMS AND CONDITIONS

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

(25) EXECUTION

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

(26) MODIFICATION

(a) Either Party may request modification of the provisions of this agreement. Modifications of provisions of this Agreement are valid only when reduced to writing and duly signed by the Parties.

(27) 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or

purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(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.

(28) <u>COPELAND ANTI-KICKBACK ACT</u>

(a) 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.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(29) CONTRACT WORK HOURS AND SAFETY STANDARDS

(a) If the Sub-Recipient , with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract 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.

(30) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

(a) If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

Contractor agrees 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. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(31) SUSPENSION AND DEBARMENT

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

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government

may pursue available remedies, including but not limited to suspension and/or debarment.

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.

(32) BYRD ANTI-LOBBYING AMENDMENT

(a) 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.

(33) 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 (i). through v. of this subparagraph.

(b) The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

(c) The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

(d) The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

STATE OF FLORIDA

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

FEDERALLY FUNDED RECIPIENT AGREEMENT

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date set forth below.

SUB-RECIPIENT: Manatee County, a political subdivision of the State of Florida

By: Its Board of County Commissioners

By: _____

Betsy Benac, Chairman of the Board of County Commissioners

(Name and Title)

Attest: Angelina Colonneso
Clerk of the Circuit Court and Comptroller

By:_____
Deputy Clerk

Date: _____

59-6000727167

Federal Identification Number

077594810

DUNS Number

G0177

Agreement Number

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

_____

(**Jared Moskowitz, Division Director**)

Date: _____

The administration of resources awarded by Division to the Sub-Recipient may be subject to audits and/or monitoring by Division as described in this section.

MONITORING

Monitoring visits are performed to confirm grant requirements are being fulfilled to ensure correct and accurate documentation is being generated and to assist with any questions or concerns Sub-Recipient's may have related to the grant. Sub-Recipient's will be monitored programmatically and financially by Division to ensure that all grant activities and project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

On-site monitoring visits will be performed according to Division schedules, as requested, or as needed. At minimum, Sub-Recipient's will receive monitoring from Division once per year. If an on-site visit cannot be arranged, the Sub-Recipient may be asked to perform desk review monitoring. Additional monitoring visits may be conducted throughout the period of performance as part of corrective action when Sub-Recipients are demonstrating non-compliance.

(a) The Sub-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 the Proposed Budget Detail Worksheet Attachment A(2) and Scope of Work (Attachment A) to this Agreement and reported in Quarterly Reports (Attachment A(3)).

(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. If 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.

AUDITS

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

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)."

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."

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 (30) days after the Division has notified the Sub-Recipient of such non-compliance.

(a) The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), 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.

(b) 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

OR

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

(c) The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

(d) The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

REPORTS

(a) Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all 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 thirty (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 September 30, December 31, March 31, and June 30.

(c) The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) 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, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Sub-Recipient shall provide additional reports and information identified in Quarterly Reports (Attachment A(3)).

FY 2020-2021 EMPG-S AGREEMENT
EXHIBIT 2 – FUNDING SOURCES

I. **FEDERAL RESOURCES AWARDED TO THE SUB-RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

Sub-Recipient 's Name:	Manatee County
Sub-Recipient 's unique entity identifier (DUNS):	077594810
Federal Award Identification Number (FAIN):	59-6000727167
Federal Award Date:	April 27, 2020
Subaward Period of Performance Start and End Date:	April 27, 2020 to June 30, 2021
Amount of Federal Funds Obligated by this Agreement:	$22,518.92
Total Amount of the Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include the Agreement:	
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	$22,518.92
Federal award project description (see FFATA):	Coronavirus Aid, Relief, and Economic Security (CARES) Act, Div. B (Pub. L. No. 116-136); section 662 of the Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA), as amended (Pub. L. No. 109-295) (6 U.S.C. § 762); Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); Earthquake Hazards Reduction Act of 1977, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and National Flood Insurance Act of 1968, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.)
Name of Federal awarding agency:	Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), and Grant Program Directorate (GPD)
Name of Pass-Through Entity:	Florida Division of Emergency Management
Contact information for the pass-through entity:	Nee Edwards/ 850-815-4340
Catalog of Federal Domestic Assistance Number (CFDA):	97.042
Assistance Listings Title (Formerly Catalog of Federal Domestic Assistance (CFDA) Name:	Emergency Management Performance Grant
Funding Opportunity Title:	Emergency Management Performance Grant Program, COVID-19 Supplemental (EMPG-S)
Whether the award is Research & Development:	No
Indirect Cost Rate for the Federal Award:	

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

Federal Program:

1. 2 C.F.R. 200, Uniform Administrative Requirements for Federal Grants
2. The Department of Homeland Security (DHS), Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2020 Emergency Management Performance Grant Program COVID-19 Supplemental (EMPG-S)

STATE RESOURCES AWARDED TO THE SUB-RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING: N/A

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Federal Program: N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: N/A

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

FY 2020 - 2021 EMPG-S AGREEMENT
EXHIBIT 3 – SINGLE AUDITS

AUDIT COMPLIANCE CERTIFICATION	
Email a copy of this form at the time of agreement submission to the Division at: DEMSingle_Audit@em.myflorida.com.	
Sub-Recipient: Manatee County	
FEIN: 59-6000727167	**Sub-Recipient 's Fiscal Year:** FY20
Contact Name: Steve Litschauer	**Contact's Phone:** 941-749-3507
Contact's Email: steve.litschauer@mymanatee.org	

1. Did Sub-Recipient expend the State Financial Assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Sub-Recipient and the Florida Division of Emergency Management (FDEM)? ☐ Yes ☐ No

If the above answer is yes, answer the following before proceeding to item 2.

Did Sub-Recipient exceed $750,000 or more of State financial assistance (from Division and all other sources of State financial assistance combined) during its fiscal year? ☐ Yes ☐ No

If yes, Sub-Recipient certifies that it will timely comply with all applicable State single or project specific audit requirements of section 215.97(2)(i), Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Sub-Recipient expend Federal awards during it fiscal year that it received under any agreement (e.g. contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Sub-Recipient and Division? ☐ Yes ☐ No

If the above answer is yes, answer the following before proceeding to item 2.

Did Sub-Recipient exceed $750,000 or more of State financial assistance (from Division and all other sources of State financial assistance combined) during its fiscal year? ☐ Yes ☐ No

If yes, Sub-Recipient certifies that it will timely comply with all applicable single or program – specific audit requirements of title 2 C.F.R. part 200, subpart F, as adopted and supplement by DHS at 2 C.F.R. part 200.

By signing below, I certify, on behalf of Sub-Recipient, that the above representations for items 1 and 2 are correct.

Signature of Authorized Representative	**Date**
Printed Name of Authorized Representative	**Title of Authorized Representative**

FY 2020 - 2021 EMPG-S AGREEMENT
EXHIBIT 4

CERTIFICATION & COMPLIANCE WITH EMPG-S NOTICE OF FUNDING OPPORTUNITY (NOFO) OBJECTIVES, PRIORITIES, AND FUNDING RESTRICTIONS

The FY 2020 EMPG-S program will provide funds to assist State, local, tribal, and territorial emergency management agencies with preventing, preparing for, and responding to the COVID-19 public health emergency.

EMPG-S Sub-Recipients may only fund activities and projects that are for the purpose of preventing, preparing for, and responding to the coronavirus and are allowable within the rules prescribed by the NOFO. Funds under this award shall not be used for activities unrelated to coronavirus prevention, preparedness, or response.

Consistent with 2 C.F.R. Part 200, none of the funds awarded under the NOFO may duplicate the same costs already paid for with funding from FEMA's Public Assistance Program or any other Federal program. In addition, EMPG-S funding is not eligible to be used to pay the non-Federal cost share under other Federal grant programs and/or pay back loans with the Federal government, unless expressly allowed under the terms of the Federal award.

Federal funds made available through this award may only be used for the purpose set forth in this award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other Federal award, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.

I, Steve Litschauer (Name) certify compliance with the aforementioned requirements for the 2020-2021 Emergency Management Performance Grant, COVID-19 Supplemental program.

I, Steve Litschauer also certify that I am the official representative for

Manatee County (Sub-Recipient) and have authority to bind

Manatee County (Sub-Recipient) to this certification of compliance.

Signed by: _____

Printed Name: Steve Litschauer

Title: Emergency Management Chief

Date: _____

Phone/Email: 941-749-3507

FY 2020 - 2021 EMPG-S AGREEMENT

EXHIBIT 5– PROGRAM OVERVIEW AND PRIORITIES

PROGRAM OVERVIEW:
The Fiscal Year (FY) 2020 Emergency Management Performance Grant Program – COVID-19 Supplemental (EMPG-S) assists tribes and local governments with their public health and emergency management activities supporting the prevention of, preparation for, and response to the ongoing Coronavirus Disease 2019 (COVID-19) public health emergency. EMPG-S funding is to support planning and operational readiness for COVID-19 preparedness and response, development of tools and strategies for prevention, preparedness, and response, and ongoing communication and coordination among federal, State, local, tribal, and territorial partners throughout the response.

PRIORITIES:
The priorities under this funding opportunity will address the local response to the COVID-19 public health emergency. FEMA encourages funding to be used for:

- Mitigation activities (related to slowing the spread of COVID-19);
- Integration of emergency management and public health operations;
- Personal Protective Equipment (PPE) inventories and establishment of burn rates to forecast future needs;
- Planning for alternate care sites;

EMPG-S funding also can be used to assist emergency managers with implementing community lifelines to prevent, prepare for, and respond to the COVID-19 public health emergency.
Examples of areas eligible for funding under this funding opportunity include, but are not limited to:

- Plan Development;
- Jurisdictional Recovery;
- Information Sharing;
- Emergency Public Information and Warning and Risk Communication;
- Logistics and Supply Chain Management;
- Development of Distribution Management Plans.

Consistent with 2 C.F.R. Part 200, none of the funds awarded under this agreement may duplicate the same costs already paid for with funding from FEMA's Public Assistance Program or any other Federal program. In addition, consistent with section C.4. – Cost Share of the EMPG-S NOFO, funding is not eligible to be used to pay the non-Federal cost share under other Federal grant programs and/or pay back loans with the Federal government, unless expressly allowed under the terms of the Federal award.

TASKS AND DELIVERABLES: The Sub-Recipient must successfully complete the following tasks and deliverables throughout the period of performance. Quarterly Tasks (Form1B) will need to be provided each quarter to show completion or progress towards the completion of each task. The Sub-Recipient must also provide a certification of completion on the deliverable checklist.

TASK 1: QUARTERLY MATCH
The EMPG-S agreement has a 50% Federal and 50% Local match requirement. Unless otherwise authorized by law, Federal funds cannot be matched with other Federal funds. To meet the matching requirements, the Sub-Recipient contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations.

TASK 1 DELIVERABLES:

- Provide Quarterly Match Form 3A to identify the non-federal match amount;
- Supporting documentation is required when using local funds to satisfy the match requirement.

Supporting Documentation: invoices, receipts, paystubs, earning statements, cancelled checks, credit card statements, bank statements are required quarterly for proof of payment when using local funds to satisfy the match requirement.

Reporting Requirements: Quarters 1, 2, 3, and 4

TASK 2: EMPG-S COVID-19 ACTIVITY LOG
EMPG-S funding is to support planning and operational readiness for COVID-19 preparedness and response. The Sub-Recipient must provide a quarterly activity log that describes activities throughout the period of performance.

TASK 2 DELIVERABLES:

- Provide the EMPG-S COVID-19 Activity Log Form 3B outlining activities the Sub-Recipient has conducted or will conduct throughout the period of performance. Examples of activities are listed below, but not limited to:

  - Emergency Operations Center (EOC) activities to include eligible overtime costs
  - Purchase/distribution of Personal Protective Equipment (PPE)
  - Planning/Contractual Services
  - Training Activities
  - Information Sharing
  - Other Authorized Equipment that have a COVID-19 Nexus
  - Facility Disinfection (EOC, shelters, and other EM facilities)
  - Community Feeding Support (transportation, meal purchases)
  - Other activities related to COVID-19. *Please describe.*

Reporting Requirements: Quarters 1, 2, 3, and 4

I. CATEGORIES AND ELIGIBLE ACTIVITIES

The 2020 EMPG-S Funding Guidance allowable costs are divided into the following categories: **Planning, Organization, Equipment and Training.**

A. PLANNING

Planning makes it possible to manage the entire life cycle of a potential crisis. Strategic and operational planning establishes priorities, identifies expected levels of performance and capability requirements, provides the standard for assessing capabilities and helps stakeholders learn their roles. The planning elements identify what an organization's Standard Operating Procedures (SOPs) or Emergency Operations Plans (EOPs) should include for ensuring that contingencies are in place for delivering the capability during a large-scale disaster. This includes development of policies, plans, procedures, mutual aid agreements, strategies, and other publications. Planning also involves the collection and analysis of intelligence and information to support development of Incident Action Plans and other strategic, operational, or tactical planning activities.

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.

Allowable planning activities include the development or updating of plans required to support COVID-19 prevention, preparedness, and response. Such plans or planning activities may include, but are not limited to:

- Emergency Operations Plans (EOPs)
- Incident Action Plans
- Communications Plans
- Crisis/Risk Communications
- Emergency Public Information and Warning Plans
- Logistics/Supply Chain Management Planning
- Resource Management and Allocation Plans
- Distribution Management Plans
- Public Health and Safety Plans
- Responder Health and Safety Plans
- Fatality Management Plans
- Medical Countermeasure Plans
- Medical Surge Capacity/Logistics Plans
- Disaster Financial Management Planning
- Updating of Mutual Aid Agreements
- Continuity of Operations and Continuity of Government Planning
- Recovery Planning

Planning Costs Supporting Documentation:

- Copies of completed plan or agreements with consultants or sub-contractors providing services and documenting hours worked and proof employee was paid (paystubs, earning statements, payroll expenditure reports).
- Copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment.

Reference: DHS FY 2020 EMPG-S Notice of Funding Opportunity

B. ORGANIZATION

EMPG-S funds may be used for emergency management operations, staffing, and other day-to-day activities in support of preventing, preparing for, and responding to the Coronavirus Disease 2019 (COVID-19) public health emergency. Proposed staffing activities must be linked to accomplishing the activities outlined in the EMPG-S Activity Log. Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable costs with EMPG-S funds. Contracted personnel are also allowable under this category. These costs must comply with 2 C.F.R. Part 200, Subpart E – Cost Principles.

Organization Costs Supporting Documentation

If the Sub-Recipient seeks reimbursement for organization activities, then the following shall be submitted:

- For salaries, provide copies of certified timesheets with employee and supervisor signature documenting hours worked or FDEM Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, payroll expenditure reports).
- Provide Form 4 – Staffing Detail.
- COVID-19 expense items need to have copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment. All documentation for reimbursement amounts must be clearly visible and defined (i.e., highlighted, underlined, circled on the required supporting documentation).

Use of DHS/FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active grant awards, unless otherwise noted.

Maintenance and Sustainment:

To assist Sub-Recipients in meeting this objective, the policy set forth in IB 379 (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs, which must be:

(1) In direct support of existing capabilities;
(2) An otherwise allowable expenditure under the applicable grant program;
(3) Tied to one of the core capabilities in the five mission areas contained within the Goal, and;
(4) Shareable through the EMAC.

Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either Federal grant funding or any other source of funding other than DHS/FEMA preparedness grant program dollars. Additional guidance is provided in DHS/FEMA Policy FP 205-402-125-1, *Maintenance Contracts and Warranty Coverage Funded by Preparedness Grants*, located at: http://www.fema.gov/media-library/assets/documents/32474.

Reference: DHS FY 2020 EMPG-S Notice of Funding Opportunity

C. EQUIPMENT

Allowable equipment categories for the EMPG-S Program are listed on the web-based version of the Authorized Equipment List (AEL) at https://www.fema.gov/authorized-equipment-list. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Allowable equipment includes equipment from the following AEL categories:

- Personal Protective Equipment (PPE) (Section 1)
- Information Technology (Section 4)
- Interoperable Communications Equipment (Section 6)
- Detection Equipment (Section 7)
- Decontamination Equipment (Section 8)
- Medical Equipment (Section 9)
- Power Equipment (Section 10)
- Physical Security Enhancement Equipment (Section 14)
- CBRNE Logistical Support Equipment (Section 19)
- Other Authorized Equipment (Section 21)

General Purpose Vehicles: In addition to the above, general purpose vehicles may be procured in order to carry out the responsibilities of the EMPG-S. If Sub-Recipients have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their Division Grants Manager for clarification. Applicants 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.

Funding for Critical Emergency Supplies: Critical emergency supplies—such as shelf stable products, water, and basic medical supplies—are an allowable expense under EMPG-S. Each county must have the Division's approval of a five-year viable inventory management plan prior to allocating grant funds for stockpiling purposes. The inventory management five-year plan should include a distribution strategy and related sustainment costs if the grant expenditure is over $100,000.

Equipment Acquisition Costs Supporting Documentation

- Provide copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment.

- Provide the Authorized Equipment List (AEL) # for each equipment purchase.

Reference: DHS FY 2020 EMPG-S Notice of Funding Opportunity

D. TRAINING

EMPG-S funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel assigned to support the COVID-19 public health emergency.

Allowable training-related costs include the following:

- **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 Integrated Preparedness Program (IPP) 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 Analyze, Design, Develop, Implement and Evaluate (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.

For training, the number of participants must be a minimum of 15 in order to justify the cost of holding a course. For questions regarding adequate number of participants, please contact the Division State Training Officer for course specific guidance. Unless the Sub-Recipient receives advance written approval from the State Training Officer for the number of participants, then the Division must reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.

Training Costs Supporting Documentation

- Copies of contracts or agreements with consultants providing services;
- Copies of invoices, receipts and cancelled checks, credit card statements and bank statements for proof of payment.
- Copies of the agenda, certificates and/or sign in sheets (if using prepopulated sign in sheets they must be certified by the Emergency Management Director or Lead Instructor verifying attendance).

For travel related to EMPG-S 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;

Reference: DHS FY 2020 EMPG-S Notice of Funding Opportunity

II. OTHER CRITICAL INFORMATION

A. INDIRECT COSTS

Indirect cost is allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414.Sub-Recipients with a negotiated cost rate agreement that desire to charge indirect costs to an award must provide a fully executed copy of their negotiated indirect cost rate agreement at the time of application. Sub-Recipients that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at time of application. Post-award requests to charge indirect cost will be considered on case-by-case basis and based upon the submission of an agreement or proposal.

B. ENVIRONMENTAL PLANNING AND HISTORIC PRESRVATION (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-Recipient's 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 DHS/FEMA EHP Policy Guidance, FEMA Policy #108-023-1. The EHP screening form is located https://www.fema.gov/media-

library/assets/documents/90195, and further EHP guidance can be found at https://www.fema.gov/media-library/assets/documents/118323.

C. 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 State Administrative Agency 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 (located in the Related Documents tab of the EMPG grants.gov posting) to their Regional EMPG Manager for review. Additionally, recipients are required to submit a SF-424C Form and Budget detail citing the project costs.

When applying for funds to construct communication towers Sub-Recipients must submit evidence that the Federal Communication Commission's (FCC) Section 106 review process has been completed and submit all documentation resulting from that review to Grants Program Directorate (GPD) prior to submitting materials for EHP review. Sub-Recipients are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all state and EHP laws and requirements). Projects for which the Sub-Recipient believes an Environmental Assessment (EA) may be needed, as defined in as defined in DHS Instruction Manual 023-01-001-01, Revision 01, FEMA Directive 108-1 and FEMA Instruction 108-1-1, must also be identified to the FEMA EMPG Regional Program Manager within six months of the award, and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP review packets should be sent to gpdehpinfo@fema.gov.

EMPG Program Sub-Recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. §§ 3141 *et seq*.). Grant Sub-Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website: https://www.dol.gov/whd/govcontracts/dbra.htm

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.

D. 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 Statues; and,
- Any local procurement policy.

Per 2 CFR 200.318 through 200.326, Sub-Recipients are required to adhere to certain procurement standards for entering contracts for personnel or services. This includes full and open competition, methods of procurement to follow, federal or passthrough entity review, and including federal provisions intro contracts.

E. FINANCIAL CONSEQUENCES

Actions to Address Noncompliance:
Non-federal entities receiving financial assistance from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, policies, and this Manual. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient. This potential or actual noncompliance may be discovered through routine monitoring, audits, closeout, or reporting from various sources.

In the case of any potential or actual noncompliance, the Division may place special conditions on an award per 2 C.F.R. §§ 200.207 and 200.338, the Division may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.338, or it may do both. In the event the noncompliance is not able to be corrected by imposing additional conditions or if the recipient or subrecipient refuses to correct the matter, the Division may use other remedies allowed under 2 C.F.R. § 200.338. These remedies include actions to disallow costs, recover funds, wholly or partly suspend, or terminate the award, initiate suspension, and debarment proceedings, withhold further federal awards, or take other actions that may be legally available.

Reference: DHS FY 2020 EMPG-S Notice of Funding Opportunity

FY 2020-2021 EMPG-S AGREEMENT
ATTACHMENT A (2)
PROPOSED PROGRAM BUDGET DETAIL WORKSHEET

Funding from the Emergency Management Performance Grant, COVID-19 Supplemental (EMPG-S") is intended for use by the Sub-Recipient to perform eligible activities as identified in the Fiscal Year 2020 EMPG-S Notice of Funding Opportunity (NOFO) and must be consistent with 2 C.F.R. Part 200 and Chapter 252, Florida Statutes.

The "Proposed Program Budget Detail Worksheet" serves as a guide for both the Sub-Recipient and the Division during the performance of the tasks outlined in the Scope of Work (Attachment A).

Prior to execution of this Agreement, the Sub-Recipient shall complete the "Proposed Program Budget Detail Worksheet" listed below. If the Sub-Recipient fails to complete the "Proposed Program Budget Detail Worksheet", then the Division shall not execute this Agreement.

After execution of this Agreement, the Sub-Recipient may change the allocation amounts in the "Proposed Program Budget Detail Worksheet." If the Sub-Recipient changes the "Proposed Program Budget Detail Worksheet", then the Sub-Recipient 's quarterly report must include an updated "Proposed Program Budget Detail Worksheet" to reflect current expenditures.

BUDGET SUMMARY AND EXPENDITURES

SUB-RECIPIENT: **MANATEE, COUNTY OF**
AGREEMENT: **G0177**

1. PLANNING	$
2. ORGANIZATION	$
3. EQUIPMENT	$ 22,518.92
4. TRAINING	$
5. TOTAL AWARD	$ 22,518.92

FY 2020-2021 PROPOSED PROGRAM BUDGET DETAIL WORKSHEET - ELIGIBLE ACTIVITIES (Not limited to activities below)			
Allowable Planning Costs	**Quantity**	**Unit Cost**	**Total Cost**
Eligible Planning Activities			
Salaries and Fringe Benefits			
Supplies			
Travel/per diem related to planning activities			
TOTAL PLANNING EXPENDITURES			**$**
Allowable Organization Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
COVID-19 expenses *(provide description of covid-19 expenses)*			
Utilities (electric, water and sewage)			

Service/Maintenance agreements			
Office Supplies/Materials			
IT Software Upgrades			
Storage			
TOTAL ORGANIZATION EXPENDITURES			**$**
Allowable Equipment Acquisition Costs	**Quantity**	**Unit Cost**	**Total Cost**
Personal Protective Equipment			
	20	1,125.95	$ 22,518.92
Information Technology			
Interoperable Communications Equipment			
Detection Equipment			
Decontamination Equipment			
Medical Equipment			
Power Equipment			
Physical Security Enhancement Equipment			
CBRNE Logistical Support Equipment			
Other Authorized Equipment			
TOTAL EQUIPMENT EXPENDITURES			**$** 22,518.92
Allowable Training Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
Develop, Deliver Training			
Certification/Recertification of Instructors			
Travel			
Supplies			
Overtime and Backfill			
TOTAL TRAINING EXPENDITURES			**$**
TOTAL EXPENDITURES			**$22,518.92**

REVISION DATE: _____

FY 2020-2021 EMPG-S AGREEMENT
ATTACHMENT A (3) – QUARTERLY REPORTS

Sub-Recipients must provide the Division with quarterly financial reports and a final close-out report.

- Quarterly financial reports are due to the Division no later than 30 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.

Reporting Period	Report due to Division no later than
July 1 through September 30	October 30
October 1 through December 31	January 30
January 1 through March 31	April 30
April 1 through June 30	July 30

The Sub-Recipient shall provide the Division with full support documentation for the quarterly financial reports.

A. The Quarterly Tasks Form 1B is due with your quarterly financial report each quarter. This form identifies all Emergency Management personnel's required training completed (or working towards completion) as well as quarterly deliverables during the agreement period. The necessary reporting forms are found in Attachment G, Reporting Forms.

B. The Quarterly Match Form (Form 3A) is due each quarter for Sub-Recipients to identify funds being used to match the federal obligation. If the federal obligation exceeds EMPA or using local funds supporting documentation is required. The Sub-Recipient must identify the non-federal match on Form 3A and provide supporting documentation if applicable (i.e. invoices, cancelled checks, earning statements, payroll expense reports, credit card statements, bank statements, etc.). Cost-matching requirements must be in accordance with 2 C.F.R. 200.306. To meet matching requirements, the Sub-Recipient contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations.

C. The final Close Out report is due sixty (60) 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. invoices, canceled checks, earning statements, payroll expense reports, credit card statements, bank statements).

FY 2020-2021 EMPG-S AGREEMENT
ATTACHMENT B
JUSTIFICATION OF ADVANCE PAYMENT

Indicate by checking one of the items below if you are requesting an advance. An advance payment under this Agreement is subject to section 216.181(16), Florida Statutes.

NO ADVANCE PAYMENT REQUESTED **Check here: _____** **Payment will be solely on a reimbursement basis. No Additional information is required**.
ADVANCE REQUESTED **Check here: _____** **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, and purchase supplies and equipment.** Sub-Recipient **would not be able to operate the program without this advance.**

ADVANCE CALCULATION

If you are requesting an advance, complete the following chart and line item justification below.

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example **ADMINISTRATIVE COSTS** **(Include Secondary Administration.)**	
For example **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.

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 Division Contract Number

_____ _____

Street Address Project Number

_____

City, State, Zip

_____

Date

Financial Management

Sub-Recipient 's financial management system must include the following:

(1) Accurate, current, and complete disclosure of the financial results of this project or program.

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income, and interest.

(3) Effective control over and accountability for all funds, property, and other assets. Sub-Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

(1) All procurement transactions shall be done in a manner to provide open and free competition.

(2) Sub-Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements.

(3) Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Sub-Recipient, considering the price, quality, and other factors.

(4) Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill for the bid or offer to be evaluated by the Sub-Recipient. All bids or offers may be rejected when it is in the Sub-Recipient 's interest to do so.

Codes of Conduct.

Sub-Recipient warrants the following:

(1) The Sub-Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

(2) No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award.

(3) The officers, employees, and agents of the Sub-Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

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

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from (Monday) through (Friday), and from (times) (8:00 AM) to (4:00 PM).

Licensing and Permitting

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

FY 2020-2021 EMPG-S AGREEMENT
ATTACHMENT E
STATEMENT OF ASSURANCES AND REGULATIONS

The Sub-Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R. Part 200; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also, the Applicant assures and certifies that:

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

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

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

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

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

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

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

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

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

10. It will comply, and assure the compliance of all its Sub-Recipient's 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.

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the Sub-Recipient to include the required provisions.

The Division provides the following list of provisions that may be required depending upon the type of contract or subcontract being funded by this Agreement:

OMB GUIDANCE PT. 200, APP. II:

Pt. 200, App. II
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(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 3146-3148) 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 Sub-Recipient 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 Sub-Recipient 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 Sub-Recipient 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. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 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. 1251-1387). 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. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) 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 Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "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 other award covered by 31 U.S.C. 1352. Each tier must 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 non-Federal award.

(K) See § 200.322 Procurement of recovered materials.

ATTACHMENT G – REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM, COVID-19 Supplemental

2020-2021 EMPG-S REPORTING FORMS

2020-2021 QUARTERLY REPORTING FORMS

QUARTERLY REPORTS INCLUDE: DIVISION Form 1A - Quarterly Financial Report, DIVISION Form 1B - Quarterly Tasks, DIVISION Forms 2A & 2B Detail of Claims and DIVISION Form 6 - Time and Effort (if applicable).

1. These forms are to be submitted to the Division each quarter.
2. Complete **Division Form 1A** - Quarterly Financial Report by entering all information needed to support the claim for reimbursement, sign and date. Include a descriptive narrative outlining quarterly progress, events, delays in the section provided.
3. Complete **Division Form 1B** - Quarterly Tasks to support that deliverables and tasks are being completed as required throughout the period of performance, sign and date.
4. The **Division Form 2A** - Detail of Claims & **Division Form 2B** - Detail of Claims (Salaries & Fringe) forms **must** accompany the **Division Form 1A** - Quarterly Financial Report each quarter.
5. The **Division Form 1A** - Quarterly Financial Report form must be signed by the grant manager or someone with equal authority.
6. Claims for reimbursement may be submitted by email to the appropriate Division Grant Manager according to applicable region or at the address below:

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2555 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-2100
Attn: (Division Grant Manager)

Division Form 3A - Quarterly Match:

1. The 2020-2021 EMPG-S agreement has a 50% Federal and 50% Local match requirement. Unless otherwise authorized by law, Federal funds cannot be matched with other Federal funds. The Division Form 3A - Quarterly Match Form shall be submitted to the Division each quarter to identify the non-federal match amount. The Sub-Recipient must provide supporting documentation of matching funds (i.e. invoices, receipts, paystubs, earning statements, cancelled checks, credit card statements, bank statements, etc.), when using Local funds to satisfy the match requirement. Cost-matching requirements shall be in accordance with 2 C.F.R. part 200.306. Match contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations.

Division Form 3B - Activity Log:

1. Provide the EMPG-S COVID-19 Activity Log Form 3B outlining activities the Sub-recipient has conducted or will conduct throughout the period of performance. The Division Form 3B shall be submitted to the Division each quarter.
2. Proposed staffing activities must be linked to accomplishing the activities outlined in the EMPG-S COVID-19 Activity Log.

Division Form 4 - Staffing Detail:

1. List EMPG funded Emergency Management Agency staff. Provide a total anticipated annual amount of Salaries and Benefits to be paid for each position. Provide the funding distribution amount or percentage in each applicable column: local, state. federal, etc. Please provide the Division updates to this form as necessary.
2. Along with the Division Form 4 - Staffing Detail, please provide position descriptions for EMPG funded staff.
3. Along with the Division Form 4- Staffing Detail, please provide documented policies for any fringe benefits, incentives or special pay to be claimed through the grant.

Division Form 5 - Close Out Report:

1. The Division Form 5 - Close Out Report is due within sixty (60) days after the period of agreement ends. The 2020-2021 EMPG-S agreement has a 50% Federal and 50% Local match requirement. The appropriate Local match supporting documentation (i.e. invoices, receipts, paystubs, earning statements, cancelled checks, credit card statements, bank statements, etc.) shall be provided to the Division along with the Form 5 - Close Out Report.
2. The agreement cannot be considered closed until the Division Form 5 - Close Out Report has been received and approved by the Division.

Division Form 6 - Time and Effort:

1. Provide copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort. The form must account for 100% of the hours claimed for reimbursement each quarter.

EMPG-S Program NOFO

1. Consistent with 2 C.F.R. Part 200, none of the funds awarded under this Agreement may duplicate the same costs already paid for with funding from FEMA's Public Assistance Program or any other Federal program. In addition, consistent with section C.4. – Cost Share of the EMPG-S NOFO, funding is not eligible to be used to pay the non-Federal cost share under other Federal grant programs and/or pay back loans with the Federal government, unless expressly allowed under the terms of the Federal award.

Required documentation to support project expenditures:

1. Sub-Recipients shall maintain a grant/financial file with copies of supporting documentation for all paid project/program expenditures claimed during the grant period. Documentation of expenditures claimed for reimbursement through the grant will be reviewed and verified by Division staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, timesheets and payroll vouchers, journal transfers, credit card and bank statements, etc. These documents should be submitted when requesting reimbursement.
2. All claims for reimbursement shall be submitted on the approved the Division Quarterly Financial Reporting forms. Claims not submitted on the proper forms or that are unsupported by proper documentation will not be processed and will be returned for additional support.
3. Please ensure that the documentation submitted for review is legible.
4. Please verify form calculations for accuracy before submitting to the Division for review each quarter.

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT, COVID-19 Supplemental
DIVISION FORM 1A - QUARTERLY FINANCIAL REPORT

AGREEMENT #: _____ CLAIM #: 1

AWARD AMOUNT: _____ QUARTER #: 1

SUB-RECIPIENT: _____
COUNTY: _____
ADDRESS: _____

POINT OF CONTACT: _____
PHONE/EMAIL: _____

REPORTING FORMS DUE DATES (30 DAYS AFTER QUARTER)

1 - July 1 – Sept. 30, 2020 (Forms are due no later than October 30)
2 - October 1 – Dec. 31, 2020 (Forms are due no later than January 30)
3 - January 1 – March 31, 2021 (Forms are due no later than April 30)
4 - April 1 - June 30, 2021 (Forms are due no later than July 30)

EMPG ALLOCATION CATEGORIES	BUDGETED ALLOCATIONS	Q1 CLAIM	Q2 CLAIM	Q3 CLAIM	Q4 CLAIM	CUMULATIVE EXPENDED FUNDS	REMAINING BALANCE
1. PLANNING	$0.00					$0.00	$0.00
2. ORGANIZATION	$0.00					$0.00	$0.00
3. EQUIPMENT	$0.00					$0.00	$0.00
4. TRAINING	$0.00					$0.00	$0.00
TOTAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

AMOUNT OF REIMBURSEMENT FOR THIS CLAIM: _____

"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 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)."

SIGNATURE: _____ _____
AUTHORIZED REPRESENTATIVE DATE

QUARTERLY STATUS REPORT
Please report EM activities, meetings, training, or other necessary information to support quarterly progression.
THE SECTION BELOW IS TO BE COMPLETED BY THE DIVISION

AWARD AMOUNT	
PRIOR CLAIMS	
THIS CLAIM AMOUNT	
BALANCE OF AWARD	

DIVISION DATE RECEIVED STAMP

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT, COVID-19 Supplemental
DIVISION FORM 1B - QUARTERLY TASKS

SUB-RECIPIENT: _____
QUARTER: July 1 - Sept. 30

EMPG-S Emergency Management Personnel
EM Employee Name & Position Title
1.
2.
3.
4.
5.
6.
7.
8.
9.
10.
11.
12.
13.
14.
15.

DELIVERABLES/TASK REQUIREMENTS	ENTER DATE COMPLETED QRT 1	QRT 2	QRT 3	QRT 4	COMMENTS Use for explanation that supports Activities.
T1: Submit Division Form 3A - Quarterly Match to identify the non-federal match amount. For those Sub-recipients using local funds to satisfy the match requirement, supporting documentation is required with the form to support match amount reported **(Due Q1-Q4)**					
T2: Provide the EMPG-S COVID-19 Activity Log Form 3B outlining activities the Sub-recipient has conducted or will conduct throughout the period of performance. Examples of activities are listed below, but not limited to: •Emergency Operations Center activities to include eligible overtime •Purchase/distribution of Personal Protective Equipment (PPE) and Other Equipment •Planning/Contracted Services •Training and Exercise Activities •Information Sharing •Other Authorized Equipment •Facility Disinfection (EOC, Shelters and other EM facilities) •Other activities related to COVID-19 •Community Feeding Support (Transportation, Meal Purchases) **(Due Q1-Q4)**					

"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 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)."

SIGNATURE: _____
AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

DATE: _____

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM, COVID-19 SUPPLEMENTAL
DIVISION FORM 2A - DETAIL OF CLAIMS

SUB-RECIPIENT: _____ **INCURRED DATE RANGE:** Example: July 1 through Sept. 30, 2020

Please use separate Division Form 2A - Detail of Claims per allocation category.
Please provide FEMA AEL numbers for EQUIPMENT expenditures ONLY.
Please provide a budget revision to the Division along with this form, if expenses being claimed are not allocated on the most recently approved budget.
Please include the Costs Incurred Date Range in the applicable cell above. This is usually the quarterly period; however, a Sub-Recipient may incorporate a larger date range to include a forgotten claim for reimbursement for a payment made the previous quarter (within the period of the agreement). This allowance does not circumvent the four (4) required reporting submissions.

ALLOCATION CATEGORIES

PLEASE SELECT FROM THE LIST BELOW

CATEGORY: PLANNING

#	VENDOR	DESCRIPTION OF SERVICE OR EXPENSE	DATE OF PAYMENT FOR SERVICE OR EXPENSE (Include full date)	PAYMENT REFERENCE # (CHECK #, PO, CC#, JT)	PURCHASE AMOUNT	FEMA AEL# (N/A if equipment was not purchased)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
				TOTAL	$ -	

"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 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)."

SIGNATURE: _____
AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

DATE: _____

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM, COVID-19 SUPPLEMENTAL
DIVISION FORM 2B - DETAIL OF CLAIMS
SALARIES AND FRINGE BENEFITS

SALARY DEFINITION: The cash compensation for services rendered by a regular employee in an established position for a specific period of time.

SUB-RECIPIENT: _____ **CLAIM#:** _____

DOES THIS CLAIM FOR REIMBURSMENT INCLUDE EXPENSES FOR ANY INCENTIVES OR SPECIAL PAY?	
Note: If this claim includes incentives or special pay, please provide the Division with the written established policy for support.	

	EM EMPLOYEE NAME	EM POSITION TITLE	% OF TIME CHARGED TO EMPG-S	SALARY	FRINGE BENEFITS
1	Example: Jane Doe	EM Planner	50%	$ 5,000.00	$ 1,200.00
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
			TOTALS	**$ 5,000.00**	**$ 1,200.00**
				TOTAL	**$ 6,200.00**

"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 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)."

SIGNATURE: _____
AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

DATE: _____

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM, COVID-19 SUPPLEMENTAL

DIVISION FORM 3A - Quarterly Match

SUB-RECIPIENT: _____ **CLAIM #:** 1

QUARTERLY REPORTING PERIOD: July 1 - Sept. 30

1. The 2020-2021 EMPG-S agreement has a 50% Federal and 50% Local match requirement. Each quarter the Sub-Recipient must identify the Local match on the Quarterly Match Form 3A. Unless otherwise authorized by law, Federal funds cannot be matched with other Federal funds.

2. If the EMPG-S funds are being matched with 2020-2021 EMPA claimed expenditures, no additional back-up/supporting documentation is required to be submitted with this form.

3. If the 2020-2021 EMPG-S award exceeds the 2020-2021 EMPA award, or if the Sub-Recipient is not using EMPA claimed expenditures to fulfill the EMPG-S match requirement, appropriate back-up/supporting documentation must accompany this form to support fulfillment of the required match (i.e. invoices, receipts, paystubs, earning statements, cancelled checks, credit card and bank statements, etc.).

EMPG-S REPORTING		AWARD AMOUNT:	$ -
	EMPG-S QUARTERLY CLAIM	CUM. FUNDS EXPENDED	REMAINING BALANCE
QUARTER 1		$0.00	$0.00
QUARTER 2		$0.00	$0.00
QUARTER 3		$0.00	$0.00
QUARTER 4		$0.00	$0.00
TOTAL EMPG-S CLAIMS	$0.00		

EMPA REPORTING		AWARD AMOUNT:	$ 105,806.00
	EMPA QUARTERLY CLAIM	CUM. FUNDS EXPENDED	REMAINING BALANCE
QUARTER 1		$0.00	$105,806.00
QUARTER 2		$0.00	$105,806.00
QUARTER 3		$0.00	$105,806.00
QUARTER 4		$0.00	$105,806.00
TOTAL EMPA CLAIMS	$0.00		

MATCH REPORTING		REQUIRED MATCH AMOUNT:		$ -
	EMPA	LOCAL (General Revenue)	LOCAL (Other)	OTHER (Non-Federal)
QUARTER 1				
QUARTER 2				
QUARTER 3				
QUARTER 4				
TOTAL	$0.00	$0.00	$0.00	$0.00
			TOTAL MATCH	$0.00

"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 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)."

SIGNATURE: _____
AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

DATE: _____

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT, COVID-19 SUPPLEMENTAL
EMPG-S COVID-19 ACTIVITY LOG FORM 3B

SUB-RECIPIENT: _____ **CLAIM #:** 1

QUARTERLY REPORTING PERIOD: July 1 - Sept. 30

1. EMPG-S funding is to support planning and operational readiness for COVID-19 preparedness and response. The Sub-Recipient must provide a quarterly activity log that describes activities throughout the period of performance.
2. The EMPG-S COVID-19 Activity Log outlines the activities the Sub-Recipient has conducted or will conduct throughout the period of performance.
3. Proposed staffing activities must be linked to accomplishing the activities outlined in the EMPG-S COVID-19 Activity Log.

Quarterly Activities:

"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 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)."

SIGNATURE: _____
AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

DATE: _____

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT, COVID-19 SUPPLEMENTAL
DIVISION FORM 4 - STAFFING DETAIL
EMERGENCY MANAGEMENT AGENCY ANTICIPATED SALARIES AND BENEFITS

SUB-RECIPIENT:	FL County	POINT OF CONTACT:		PHONE/EMAIL	123-123-1234

	EMPLOYEE INFORMATION			LOCAL	STATE AND FEDERAL				TOTAL	
	EM Employee Name, Position Title [1]	# Hrs./Week Devoted to EM Activities [2]	$ Total Salaries & Benefits by Position [3]	% County General Fund (Local) [4]	% EMPA Base Grant (State) [5]	$ EMPA Base Grant (State) [6]	% EMPG-S Base Grant (Federal) [7]	$ EMPG-S Base Grant (Federal) [8]	% Other State or Federal Funds [9]	% Total All Funds [10]
1	EXAMPLE: John Smith, Planner	40	$ 40,000.00	0%	50%	$ 20,000.00	50%	$ 20,000.00	0%	100%
2						$ -		$ -		0%
3						$ -		$ -		0%
4						$ -		$ -		0%
5						$ -		$ -		0%
6						$ -		$ -		0%
7						$ -		$ -		0%
8						$ -		$ -		0%
9						$ -		$ -		0%
10						$ -		$ -		0%
11						$ -		$ -		0%
12						$ -		$ -		0%
13						$ -		$ -		0%
14						$ -		$ -		0%
15						$ -		$ -		0%
16						$ -		$ -		0%
17						$ -		$ -		0%
18						$ -		$ -		0%
19						$ -		$ -		0%
20						$ -		$ -		0%
					TOTAL	$ 20,000.00		$ 20,000.00		

DIRECTIONS:

1. In Column #1, list the name of Emergency Management staff.
2. In Column #2, enter the amount of anticipated hours worked per week for grant related activities for each EM position.
3. In Column #3, list total anticipated annual amount of Salaries and Benefits to be paid for each EM position.
4. In Columns #4-9, provide the funding distribution (% or $) in each applicable column.
5. Column #10 calculates the sum of percentages entered in Columns 4 - 9 and must equal 100% of the anticipated annual salaries and benefits per EM position.
6. Please provide to the Division updates or revisions to this form throughout the period of the agreement, as necessary.

ATTACHMENT G – REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM, COVID-19 SUPPLEMENTAL
DIVISION FORM 5 - CLOSE-OUT REPORT

Division FORM 5 - CLOSEOUT REPORT shall be completed and submitted to the Division no later than sixty (60) days after the period of performance ends. The 2020-2021 period of performance ends on June 30, 2021. Division FORM 5 - Close Out Report is due by August 30, 2021.

SUB-RECIPIENT: _____ **AGREEMENT #:** _____

POINT OF CONTACT: _____ **EMPG AWARD AMOUNT:** $ -

PHONE/EMAIL: _____ **UNCLAIMED BALANCE:** $ -

ALLOCATION CATEGORIES	EXPENDITURES
1. PLANNING	$ -
2. ORGANIZATION	$ -
3. EQUIPMENT	$ -
4. TRAINING	$ -
$ -	

REIMBURSEMENTS RECEIVED BY THE SUB-RECIPIENT
(Include any advanced funds and final requested payment)

	DATE	AMOUNT
1		$ -
2		$ -
3		$ -
4		$ -
	$ -	

AWARD AMOUNT $ -

(LESS ADVANCED FUNDS) $ -

(LESS REIMBURSEMENTS) $ -

UNCLAIMED BALANCE OF AWARD $ -

The Division Form 5 - Close Out Report is due within sixty (60) days after the period of agreement ends. The 2020-2021 EMPG-S agreement has a 50% Federal and 50% Local match requirement. If the EMPG-S award is being matched with EMPA, no additional back-up/supporting documentation is needed to be provided to the Division. If the EMPG-S award exceeds the EMPA award or using local funds for match, the appropriate back-up/supporting documentation for the match fulfillment shall be provided with this form (i.e. invoices, cancelled checks, earning statements, payroll registries, with amounts clearly identified).

TOTAL MATCH	EMPA	LOCAL (General Revenue)	LOCAL (Other)	OTHER (Non-Federal)

SIGNATURE REQUIRED

"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 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)."

SIGNATURE AND DATE: _____
AUTHORIZED REPRESENTATIVE

PRINTED NAME AND TITLE: _____

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, Florida Division of Emergency Management
Mail to: Florida Division of Emergency Management, 2555 Shumard Oak Blvd., Tallahassee, Florida 32399-2100, Attn: (Division Grant Manager)

BELOW TO BE COMPLETED BY DIVISION:

SIGNATURE AND DATE: _____
Division Grant Manager

SIGNATURE AND DATE: _____
Division Programmatic Reviewer

ATTACHMENT G – REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT, COVID-19 SUPPLEMENTAL
DIVISION FORM 6 - TIME AND EFFORT

This form is required to accompany reimbursement claims for salaries charged to the grant.

EMPLOYEE NAME: _____ **QUARTERLY REPORTING PERIOD:** July 1 - Sept. 30

PERIOD DATES: _____ **TO** _____ **CLAIM #:** _____

Date Range	Week 1								Week 2								CATEGORY TOTALS
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1 ORGANIZATION								0								0	0
2								0								0	0
3								0								0	0
4								0								0	0
5								0								0	0
6								0								0	0
DAILY TOTALS	0	0	0	0	0	0	0		0	0	0	0	0	0	0		
								PERIOD ONE TOTAL 0								PERIOD TWO TOTAL 0	0

Date Range	Week 1								Week 2								CATEGORY TOTALS
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1 ORGANIZATION								0								0	0
2								0								0	0
3								0								0	0
4								0								0	0
5								0								0	0
6								0								0	0
DAILY TOTALS	0	0	0	0	0	0	0		0	0	0	0	0	0	0		
								PERIOD ONE TOTAL 0								PERIOD TWO TOTAL 0	0

Date Range	Week 1								Week 2								CATEGORY TOTALS
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1 ORGANIZATION								0								0	0
2								0								0	0
3								0								0	0
4								0								0	0
5								0								0	0
6								0								0	0
DAILY TOTALS	0	0	0	0	0	0	0		0	0	0	0	0	0	0		
								PERIOD ONE TOTAL 0								PERIOD TWO TOTAL 0	0

Date Range	Week 1								Week 2								CATEGORY TOTALS
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1 ORGANIZATION								0								0	0
2								0								0	0
3								0								0	0
4								0								0	0
5								0								0	0
6								0								0	0
DAILY TOTALS	0	0	0	0	0	0	0		0	0	0	0	0	0	0		
								PERIOD ONE TOTAL 0								PERIOD TWO TOTAL 0	0

Date Range	Week 1								Week 2								CATEGORY TOTALS
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1 ORGANIZATION								0								0	0
2								0								0	0
3								0								0	0
4								0								0	0
5								0								0	0
6								0								0	0
DAILY TOTALS	0	0	0	0	0	0	0		0	0	0	0	0	0	0		
								PERIOD ONE TOTAL 0								PERIOD TWO TOTAL 0	0

Date Range	Week 1								Week 2								CATEGORY TOTALS
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1 ORGANIZATION								0								0	0
2								0								0	0
3								0								0	0
4								0								0	0
5								0								0	0
6								0								0	0
DAILY TOTALS	0	0	0	0	0	0	0		0	0	0	0	0	0	0		
								PERIOD ONE TOTAL 0								PERIOD TWO TOTAL 0	0

Employee Signature: **Date:** **Supervisor Signature:** **Date:**

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 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).