

RESOLUTION NO. 2001- 158

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA AMENDING THE FISCAL YEAR 2001 GENERAL REVENUE AND EXPENDITURE BUDGETS TO RECEIVE UNANTICIPATED REVENUE AND AUTHORIZE ITS EXPENDITURE THROUGH ITS EMERGENCY MANAGEMENT DEPARTMENT.**

**WHEREAS**, the County has, from time to time, received a grant of funds from the State of Florida to provide certain services related to its Emergency Management functions; and

**WHEREAS**, the County operating budget is annually approved without knowledge of the actual amount of any grant funds which may be received by the General Fund; and

**WHEREAS**, St. Johns County, Florida, when preparing the budget for Fiscal Year 2001 did not anticipate receiving grant funds from the State of Florida above and beyond those projected by the Emergency Management Department; and

**WHEREAS**, St. Johns County's Emergency Management Department has been awarded a grant whose amount was not known prior to the beginning of Fiscal Year 2001; and

**WHEREAS**, the County has been granted such funds by the Florida Department of Community Affairs to enhance its Terrorism Plans, training and exercise; and

**WHEREAS**, the amount of the "Terrorism Grant" is \$34,150.

**NOW, THEREFORE BE IT RESOLVED** by the Board of County Commissioners of St. Johns County that:

1. The above "Whereas" statements are adopted as a finding of fact.
2. The General Fund Revenue budget shall be adjusted to account for the unanticipated revenue in the amount of \$34,150 from State grant sources.
3. The appropriation to the Emergency Management Department shall be increased by the amount of \$34,150 for use as State Grant Expenditures.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, State of Florida, this 24<sup>th</sup> day of July, 2001.

**BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA**

By: Marc A. Jacalone  
Marc A. Jacalone, Chairman

**ATTEST:** Cheryl Strickland, Clerk

By: Cheryl Strickland  
Deputy Clerk

Contract Number: 01-EO-N2-04-65-22-022

CFDA Number: 83.552

### FEDERALLY FUNDED AGREEMENT

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

A. WHEREAS, the Recipient represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to provide the services identified herein, and does offer to perform such services, and

B. WHEREAS, the Department has a need for such services, has followed appropriate state procurement procedures, and does hereby accept the offer of the Recipient upon the terms and conditions hereinafter set forth, and

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

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

(1) SCOPE OF WORK.

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

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

Both the Recipient and the Department shall be governed by applicable State and Federal laws, rules and regulations.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end September 30, 2001, unless terminated earlier in accordance with the provisions of paragraph (9) of this Agreement.

(4) MODIFICATION OF CONTRACT; REPAYMENTS

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

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

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

(5) RECORDKEEPING

(a) If applicable, Recipient's performance under this Agreement shall be subject to the federal "Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) and OMB Circular No. A-87, "Cost Principles for State and Local Governments".

(b) All original records pertinent to this Agreement shall be retained by the Recipient for three (3) years following the date of termination of this Agreement or of submission of the final close-out report, whichever is later, with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the three (3) year period and extends beyond the three (3) year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time of acquisition shall be retained for three (3) years after final disposition.

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

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

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Department, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Department.

(e) Any additional terms and conditions pertaining to property management and procurement under this Agreement are set forth in Attachment D.

(6) REPORTS

(a) At a minimum, the Recipient shall provide the Department with quarterly reports, and with a final close-out report, see Attachment B for a Sample Report Form.

(b) Quarterly reports are due to be received by the Department no later than thirty (30) days after the end of each quarter of the program year (beginning with the current quarter in which the Agreement is executed) and shall continue to be submitted each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due thirty (30) days after termination of this Agreement or upon completion of the activities contained in this Agreement.

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

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

(7) MONITORING.

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

(8) LIABILITY.

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

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

(9) DEFAULT; REMEDIES; TERMINATION.

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

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

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

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

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

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

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

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

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

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

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

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

(d) Suspension or termination constitutes final agency action under Chapter 120, Florida Statutes, as amended. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.

(e) The Recipient shall return funds to the Department if found in non-compliance with laws, rules, regulations governing the use of the funds or this Agreement.

(f) This Agreement may be terminated by the written mutual consent of the parties.

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

(10) NOTICE AND CONTACT.

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

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

Dorann Loehr / Paul Brannigan, Contract Manager  
Department of Community Affairs/DEM  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100  
(850) 413-9972  
Fax: (850) 488-5777  
Email dorann.loehr@dca.state.fl.us

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

Mr. E. Ray Ashton  
St. Johns County  
Post Office Box 349  
St. Augustine, Florida 32085  
Telephone: 904-823-2526  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

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

(11) OTHER PROVISIONS.

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

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

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

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

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

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

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

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 11(g)2. of this certification; and
4. have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

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

(12) AUDIT REQUIREMENTS.

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

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

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

(d) In the event that the Recipient expends \$300,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal funds received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

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



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

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.

2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

3. Copies of audit reports for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above shall be submitted, when required by Section 320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:

a. The Department at each of the following addresses:

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

and

State of Florida Auditor General  
Attn: Ted J. Sauerbeck  
Room 574, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32302-1450

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

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

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

4. In the event that a copy of the audit report for an audit required by subparagraph (d) above and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for the reasons pursuant to Section 320(e)(2), OMB Circular A-133, as revised, the Recipient shall submit the required written notification pursuant to Section 320(e)(2) and a copy of the Recipient's audited schedule of expenditures of Federal awards directly to the following program address:

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

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

(f) The Recipient shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of three (3) years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the three-year period, the records shall be retained until the litigation or audit findings have been resolved.

(g) The Recipient shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above.

(h) The audit is due seven (7) months after the end of the fiscal year of Recipient or by the date the audit report is issued by the State Auditor General, whichever is later.

(13) SUBCONTRACTS.

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

(14) TERMS AND CONDITIONS.

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

(15) ATTACHMENTS.

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

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

(c) This Agreement has the following Attachments: A, B, C, D, and E.

(16) FUNDING/CONSIDERATION.

This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$34,150.00 subject to the availability of funds. The Recipient shall use the Sample Reporting form (Attachment B) to record expenditures.

(17) STANDARD CONDITIONS.

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

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

(b) This Agreement can not be extended.

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

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

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

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

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

(18) COPYRIGHT, PATENT AND TRADEMARK.

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

(19) PUBLICATIONS AND PUBLICITY.

If applicable to this Agreement, refer to Attachment E for terms and conditions relating to publications and publicity.

(20) LOBBYING PROHIBITION.

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

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

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

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

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

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

(21) LEGAL AUTHORIZATION.

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

(22) VENDOR PAYMENTS.

Pursuant to Section 215.422, Florida Statutes, the Department shall issue payments to vendors within forty (40) days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the Agreement. Failure to issue the warrant within forty (40) days shall result in the Department paying interest at a rate as established pursuant to Section 55.03(1) Florida Statutes. The interest penalty shall be paid within fifteen (15) days after issuing the warrant.

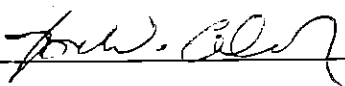
Vendors experiencing problems obtaining timely payment(s) from a state agency may receive assistance by contacting the Vendor Ombudsman at (850) 488-2924 or by calling the State Comptroller's Hotline at 1-800-848-3792.

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

RECIPIENT:

ST. JOHNS COUNTY

Agency or Company

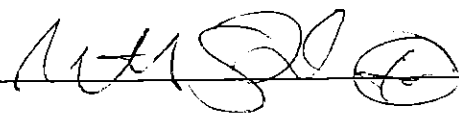
BY: 

Name and Title: Ben W. Adams / County Administrator  
Please Print or Type

Date: May 2, 2001

FEID#: 596000825

STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS

BY: 

Name and Title: Joseph F. Myers, Division Director

Date: 5/15/2001

## Attachment A

### Scope of Work and Budget

#### I. Scope of Services

All municipalities and other local jurisdictions located within St. Johns County will be encouraged and invited to participate to their maximum extent possible.

A. Develop a terrorism annex in accordance with state and federal plans that will address the roles and responsibilities of all appropriate agencies in the event of a terrorist incident.

1. A draft Annex will be submitted to the Department for review prior to the finalization and incorporation of the Annex to the Comprehensive Emergency Management Plan.
2. Incorporate the Annex into the Comprehensive Emergency Management Plan.

B. Develop and conduct a table top exercise to test the Terrorism Annex to determine applicability and the ability of first responders to implement the Annex.

1. Develop a play book and schedule timeline
2. Produce exercise materials and aids
3. Introduce and indoctrinate exercise participants
4. Conduct the Exercise
5. Evaluate the Exercise
6. Produce an After Action Report to include participants and evaluations
7. Incorporate 'Lessons Learned' into the Annex
8. Provide Exercise materials (play book, outline, participant list, and After Action Report) to the Department

C. Develop a Hazards and Vulnerability Assessment that identifies the potential threats faced by the County.

1. The Assessments will be submitted to the Department for review.

#### II. Budget Information

The total funding allocated by the Department is \$34,150.00. Funding is allocated for the development of a Terrorism Annex, Hazards and Vulnerability Assessments, and a Table top Exercise of the Annex.

A. Payments will be reimbursed based on actual expenses not to exceed \$34,150.00, as reported on, at most, a quarterly basis, and indicated by the submission of a report required by Paragraph 6.B. (see Attachment B also), and submission of an approved request for payment.

B. A full accounting of the expenditure of the \$34,150.00 will be contained in the final close out report as submitted to the Department. This report must be submitted within thirty (30) days of the termination of this Agreement.

Attachment B

**SAMPLE REPORT FORMAT**

- I. **Project Finances:** Include the dates of each report period as specified in the "From / To" column. Enter the amount of funds expended in each budget category during the period (figures should be consistent with invoice amounts).

Reporting Quarter	From / To	Salary	Travel	Printing	Supplies	Other	TOTALS
1							
2							
3							
4							
FINAL							
<b>TOTALS</b>							

- II. **Project Finance Narrative:** Include a brief summary of financial activity during the period as well as an explanation of expenses charged to the "Other" category.

First Quarter Report:

Second Quarter Report:

Third Quarter Report:

Fourth Quarter Report:

Final Report:

- I. **Project Activity Narrative:** Include a brief description of planning activities during the work period. Be sure to include any meetings attended. Attach agendas from meetings, if appropriate.

First Quarter Report:

Second Quarter Report:

Third Quarter Report:

Fourth Quarter Report:

Final Report:



## Attachment C

### Copyright, Patent and Trademark

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

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

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

## Attachment D

### Property Management and Procurement

If the Scope of Work contemplates the acquisition of equipment, then Recipient agrees to use said equipment for *emergency management purposes only*, and to properly maintain and repair said equipment. Recipient shall establish adequate maintenance procedures to keep the equipment in proper working condition. Recipient shall establish a control system to insure adequate safeguards to prevent loss, damage or theft of the equipment. Recipient shall promptly advise the Department of any loss, damage or theft affecting said equipment. Recipient shall not sell, lease, rent, lend, encumber or dispose of said equipment without the written permission of the Department. In the event of a disaster, the Recipient shall make available all appropriate equipment purchased through this funding for use in said emergency.

## Attachment E

### Publications and Publicity

Recipient shall, in publicizing, advertising, or describing the project, state: "Sponsored by the State of Florida, Department of Community Affairs, Division of Emergency Management." If the project is referenced in written material, the words "State of Florida, Department of Community Affairs, Division of Emergency Management" shall appear in the same size letters or type as the name of the Recipient.

Invoice Number: \_\_\_\_\_

### INVOICE FOR SERVICES

Contract Number: 01-EO-01-04-65-01-022

TO: Florida Department of Community Affairs  
Division of Emergency Management

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

FROM: Mr. E. Ray Ashton  
St. Johns County

Work Completed: *(paraphrase the information provided on the Quarterly Report - Attachment B)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Contract Award \$ \_\_\_\_\_

Amount of this Invoice \$ \_\_\_\_\_

Amount remaining on Contract \$ \_\_\_\_\_

\_\_\_\_\_  
Original Signature Date

\_\_\_\_\_  
FEID Number

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**\*\*TO BE COMPLETED BY DEPARTMENT\*\***

Date Invoice Received: \_\_\_\_\_

Date Project Received: \_\_\_\_\_

Date Project Reviewed: \_\_\_\_\_

Date Project Approved: \_\_\_\_\_

\_\_\_\_\_  
Contract Manager Date