

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AND THE STATE OF FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT, FOR AN ADDENDUM TO CONTRACT NO. 08-EC-30-04-65-01-009, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, OF ST. JOHNS COUNTY, FLORIDA TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY

WHEREAS, St. Johns County, Florida currently has a Contract with the State of Florida Department of Emergency Management, in order to provide funds for St. Johns County to construct a new EOC; and

WHEREAS, both the County and the State wish to amend the Contract to accept Federal Funds in the amount of \$496,557.00; and

WHEREAS, the County has reviewed the terms, provisions, conditions, and requirements of the amended Contract; and

WHEREAS, the County has determined that accepting the terms of the amended Contract, and entering into said Contract will serve the interests of the County.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, as follows:

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approve the terms, provisions, conditions, and requirements of the Contract between the Board of County Commissioners of St. Johns County, Florida (on behalf of St. Johns County, Florida), and the State of Florida Department of Emergency Management, and authorizes the County Administrator, or Designee, of St. Johns County, Florida to execute the Contract on behalf of St. Johns County.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 8th day of January, 2008.

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

Attest:

Cheryl Strickland

Cheryl Strickland, Clerk

By:

Tom Manuel

Tom Manuel, Chairman

RENDITION DATE 01/11/08

MODIFICATION #1 TO STATE-FUNDED SUBGRANT AGREEMENT

This Modification is made and entered into by and between the State of Florida, Division of Emergency Management, ("the Division"), and **St. Johns County** ("the Recipient") to modify the Division's Contract Number **08-EC-30-04-65-01-009**, dated July 23, 2007 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a sub grant of \$1,160,499.00 in state funds to Recipient; and

WHEREAS, the Division now intends to provide additional funds to the Recipient of \$496,557.00 in federal funds; and

WHEREAS, the state funds of \$1,160,499.00 must be expended on or before June 30, 2009, and the federal funds of \$496,557.00 must be expended on or before December 31, 2009; and

WHEREAS, the Division and the Recipient desire to modify the Agreement by amending the Scope of Work, the Budget and by adding the appropriate federal attachments.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. Paragraph 3 of the Agreement is hereby amended is to read as follows:
This Agreement shall begin upon execution by both parties, and shall end December 31, 2009, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.
2. Paragraph 17 of the Agreement is hereby amended to increase the total funding under the Agreement to \$1,657,056.00.
3. The Budget and Scope of Work, Attachment A, to this Agreement, is hereby deleted in its entirety, and the Budget and Scope of Work, Revised Attachment A-State and Revised Attachment A-Federal, to this Modification, which are attached hereto and incorporated herein by reference, are substituted in its place and stead. The revised Budget and Scope of Work, Attachment A-Federal, contains the additional provisions that apply to the added federal funding.
4. Attachment E, Federal Audit Requirements, is attached hereto and incorporated herein by reference. Attachment E is required for compliance with federal standards.
5. Attachment F, Federal Recordkeeping, is attached hereto and incorporated herein by reference. Attachment F is required for compliance with federal standards.
6. Attachment G, Federal Standard Conditions, is attached hereto and incorporated herein by reference. Attachment G is required for compliance with federal standards.
7. Attachment H, Federal Lobbying Prohibition, is attached hereto and incorporated herein by reference. Attachment H is required for compliance with federal standards.
8. Attachment I, Federal Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, is attached hereto and incorporated herein by reference. Attachment I is required for compliance with federal standards.

9. Attachment J, Federal Statement of Assurances, is attached hereto and incorporated herein by reference. Attachment J is required for compliance with federal standards.
10. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.
11. All provisions of the Agreement being modified and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective as of the date of the last execution of this Modification by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set out herein.

RECIPIENT: ST. JOHNS COUNTY

BY: _____

NAME & TITLE: _____

DATE: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

BY: _____
W. Craig Fugate, Director

DATE: _____

**Revised Attachment A State
Budget and Scope of Work**

I. SCOPE OF WORK

A. The Recipient shall construct a County Emergency Operations Center (EOC). Use of grant funds shall be consistent with Section 1(1), Ch. 2006-71, Laws of Florida. Grant funds shall not be used for land acquisition; purchase of equipment, furnishings, communications, or operational systems; or recurring expenditures.

Eligible reimbursement costs include: Architectural and Engineering services and fees; site survey and soil testing; necessary permits and fees; civil and service utilities site work; construction of the building's substructure, superstructure, shell (exterior enclosure) and interior construction; special inspections; mechanical, plumbing, electrical, conveying and security systems; lightning protection; and redundant infrastructure systems (e.g., electric generator, uninterruptible power supply, potable water and wastewater systems, etc.).

B. The Recipient shall in a timely manner prepare and submit a complete Hazard Mitigation Grant Program (HMGP) application, benefit-cost analysis, environmental review and such other documentation as necessary to determine eligibility and allowable costs under said grant program.

C. The Recipient shall state in writing that for a period of not less than 15 years from the date of receipt of Certificate of Occupancy the EOC will be dedicated for emergency management purposes. The EOC shall remain demonstrably capable of being fully activated within one (1) hour of detection of an emergency; reference Rule Chapter 9G-6, Florida Administrative Code, "Emergency Management Capabilities Assessment Checklist."

D. The EOC shall be constructed with sufficient space to house people and equipment for day-to-day and sustained continuous emergency operations, and capable of full staffing for the most extensive emergency anticipated. At a minimum, the designated EOC functional area(s), and essential shared-use area(s) if applicable, shall be designed for an emergency operations staff size of 98 persons per shift and a workspace floor area of 8,330 gross square feet.

E. At a minimum, the EOC shall meet the hurricane hazard safety criteria established in *Standards for Hurricane Evacuation Shelter Selection* (ARC 4496).

F. The EOC and essential ancillary structures and service equipment shall be designed to resist the effects of a major hurricane. The wind load design requirements shall be in accordance with the American Society of Civil Engineers (ASCE) Standard 7, *Minimum Design Loads for Buildings and Other Structures*. The minimum wind design criteria shall include:

Design Wind Speed = 165 miles per hour (3 second gust)

Wind Importance Factor, $I = 1.00$

Exposure Category = C

Directionality Factor, $K_d = 1.00$

Internal Pressure Coefficient, $GC_{pi} = +/- 0.18$

All components and cladding assemblies necessary to maintain a structurally enclosed condition and prevent rainwater intrusion shall be designed to meet the wind design criteria. Structural metal decking and cladding materials shall be 22 gauge or thicker. Roof cover waterproofing barriers shall meet the wind design criteria. Loose roof ballast shall not be used on the roof cover. Rooftop equipment shall be designed and installed to meet the wind design criteria.

G. The EOC and essential ancillary structures and service equipment shall resist penetration by windborne debris impact. At a minimum, all exterior enclosure components, claddings and assemblies (i.e., walls, roofs, louvers, windows, doors, etc.) located within 60 feet in height above finish grade shall meet the hurricane windborne debris impact criteria specified in the Department of Energy's (DOE) Standard, *Natural Phenomena Hazards Design and Evaluation Criteria*, DOE-STD-1020-2002. That is, the building enclosure must resist penetration by a nominal 2"x4" lumber plank weighing 15 pounds propelled at 50 miles per hour (74 feet per second) striking end-on and normal to the assembly surface, or equivalent performance as approved by the Division. As applicable, impact test procedures shall be consistent with recognized state and national standards; such as, *Test Standard for Determining Impact Resistance from Windborne Debris* SSTD 12, American Society of Testing and Materials (ASTM) Standards ASTM E 1886 and ASTM E 1996, and Florida Building Code Testing Protocols TAS 201, TAS 202 and TAS 203. The impact test procedures may be modified as necessary to accommodate the required missile weight and velocity.

H. The following information related to wind loads and flooding shall be shown on the construction drawings: 1. wind design per ASCE 7 with applicable year of revision; 2. design wind speed; 3. wind importance factor, I ; 4. design wind exposure category; 5. wind directionality factor, K_d ; 6. design internal pressure coefficient, GC_{pi} ; 7. design wind pressures in terms of pounds per square foot (psf) to be used for the design of exterior component and cladding materials not specifically designed by the principal licensed design professional; 8. windborne debris impact performance criteria; 9. finish floor elevation measured relative to the National Geodetic Vertical Datum (NGVD); and comparison reference of the finished floor elevation to the base flood elevation, or historical flood elevation if base flood elevation is not determined.

I. The lowest floor for the EOC and essential ancillary structures and service equipment shall at a minimum be elevated above: Category 5 hurricane storm surge elevation plus 15 percent; the base flood elevation plus three (3) feet; the 500-year (0.2 percent annual chance) flood elevation (if determined) plus two (2) feet; the highest recorded flood elevation plus three (3) feet if the area is not in a mapped special flood hazard area; whichever is greater. The site (point maximum, one square mile) hydrologic design shall ensure that the EOC and essential ancillary structures and service equipment are not flooded due to a 24 hour, 37.0 inch rainfall event applied over a precedent 24 hour, 100-year rainfall event.

J. Where secondary (emergency) roof drains or scuppers are required by the Florida Building Code—Plumbing, the secondary system shall be sized for a rainfall rate of eleven (11.0) inches per hour.

K. The EOC shall be designated as a threshold building, and special structural inspections required. Special inspections shall be conducted in compliance with section 553.79, Florida Statutes and other applicable statutes, laws and rules.

L. The EOC shall at a minimum be designed for 72 hours of self-contained continuous operation and shall **not** be solely reliant upon off-site services and utilities (e.g., water, natural gas fuel, electricity, etc.)

M. Force protection and security measures shall be consistent with the guidance published in Florida's *Homeland Security Comprehensive Assessment Model* (HLSCAM), United States Air Force *Installation Force Protection Guide*, or other federal or state recognized best-practices guide(s) as approved by the Division.

N. The Recipient shall provide an initial timeline and estimated reimbursement allocation schedule. Table SW-1, "Initial Timeline and Estimated Reimbursement Allocation Schedule" or other similar instrument as approved by the Division may be used.

O. During design and construction phases of the EOC project, the Recipient shall track and provide construction cost data for the designated EOC area as detailed in Table SW-2, "Cost Data for County Emergency Operations Center."

II. PRODUCT ITEMS

A. Per item I.N, Recipient shall prepare an initial timeline with key milestone activities/tasks schedule, including estimated start and end dates for each activity, and an estimate of state reimbursement request for each activity. Table SW-1 may be used to meet this product item.

B. Per item I.C, Recipient shall submit a binding written statement that the EOC will be dedicated for a period of not less than 15 years for emergency management purposes, and demonstrably capable of being fully activated within one (1) hour of detection of an emergency.

C. The Recipient shall provide one (1) copy each of site survey, site master plan, spatial needs assessment, and schematic design plan or preliminary design drawings for review and comment by the Division. The spatial needs assessment and schematic design plan/preliminary design may be consolidated into one document.

D. The Recipient shall provide one (1) set of substantially complete (approximately 70 percent) preliminary design construction drawings and specifications for the EOC and essential ancillary structures for review and comment by the Division. The construction drawings shall include site survey information, landscaping, civil, architectural, structural, mechanical, plumbing, and electrical drawings.

E. The Recipient shall provide one (1) set of bid-ready construction drawings and specifications for the EOC and essential ancillary structures for review by the Division. The construction drawings shall include site survey information, landscaping, civil, architectural, structural, mechanical, plumbing, and electrical drawings and shall be certified by the applicable registered or licensed design professional(s) of record.

F. The construction drawings shall demonstrate that the EOC will meet the hurricane hazard safety criteria of ARC 4496, and the wind load, windborne debris impact, flood and security design requirements set forth in items I.E through I.M. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial of funds.

G. Per item I.B, Recipient shall submit a complete HMGP application, benefit-cost analysis, environmental review and such other documentation as necessary to determine eligibility and cost allowances under said grant program. The Recipient shall also provide two cost estimates prepared by one or more certified construction contractors that document the cost of constructing the facility to meet current building code wind and flood design requirements, and the cost premium of constructing the facility to the above-code wind and flood requirements set forth in items I.E through I.J.

H. Per item I.O, the Recipient shall provide final project cost data. Table SW-2 shall be used to meet this product item.

I. The Recipient shall provide the Division with copy(s) of pertinent construction permits, the threshold inspection final report, and the certificate of occupancy upon completion of the construction project.

III. SCHEDULE OF WORK

A. By June 30, 2007, the Recipient shall provide the Division with Product Items A and B for review and approval. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial of funds.

B. By September 30, 2007 and at least on a quarterly basis thereafter, Recipient shall report on progress in relation to the initial timeline, and submit Product Items C through H in a timely manner as accomplished. The Division shall be provided 30 calendar days to review and provide comments of product items pertaining to compliance with the scope-of-work. The Recipient shall also submit invoices for reimbursement for work accomplished in accordance with the Division approved cost reimbursement allocation schedule referenced in Product Item A.

C. By a mutually agreed upon date, the Recipient shall provide the Division with Product Item F for review and approval. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial or reduction of funds at the sole discretion of the Division.

D. By May 15, 2009, the Recipient shall provide final project cost estimate data as set forth in Table SW-2, certificate of occupancy, close-out documentation and final payment invoice.

Table SW-1. Initial Timeline and Estimated Reimbursement Allocation Schedule

Table SW-1. Initial Timeline and Estimated Reimbursement Allocation Schedule				
County Name: <u>St. Johns</u>				
PROJECT PHASE	Start Date	End Date	DEM Funds	Other Funds
Board Contract Approval				
Initial Payment of 20% in first quarter				
A&E Firm Selection				
Site Survey and Soil Testing				
Spatial Needs Assessment				
Preliminary Design, 70% complete				
Preliminary Design, 100% complete				
Regulatory Review				
Bid Document(s) Development & Award				
Notice to Proceed/Mobilization				
Construction Project Management & Special Inspections				
Construction 25% Complete				
Construction 50% Complete				
Construction 100% Complete				
Contingency				
Administrative Fees; maximum of 5%				
Sub-Totals			\$1,657,056	
TOTAL Estimated Project Cost				

A&E - Architectural and Engineering; DEM – Division of Emergency Management; FY - Fiscal Year

Table SW-2. Cost Data for County Emergency Operations Center

Table SW-2. Cost Data for County Emergency Operations Center County Name: <u>St. Johns</u>			
NO.	System/Component	Description	Estimated Cost
A.	SUBSTRUCTURE		
1010	Foundation		
1020	Slab-on-Grade		
2010	Excavation		
2020	Basement Walls		
2030	Elevated Foundation		
B.	SHELL (ENVELOPE)		
	B10 Superstructure		
1010	Floor Construction		
1020	Roof Construction		
1030	Structural Frame		
1040	Load-Bearing Wall		
	B20 Exterior Enclosure		
2010	Exterior Walls		
2011	Veneer/Cladding		
2012	Louvers		
2020	Exterior Windows		
2030	Exterior Doors		
	B30 Roofing		
3010	Roof Coverings		
3020	Roof Openings		
3021	Soffits		
C.	INTERIORS		
1010	Partitions		
1020	Interior Doors		
1030	Fittings		
2010	Stair Construction		
3010	Wall Finishes		
3020	Floor Finishes		
3030	Ceiling Finishes		
D.	SERVICES		
	D10 Conveying		
1010	Elevators & Lifts		
1020	Escalators & Walks		
	D20 Plumbing		
2010	Plumbing Fixtures		
2020	Domestic Water Distribution		
2021	Back-up Potable Water System		
2040	Rainwater Drainage		
	D30 HVAC		
3010	Energy Supply		
3020	Heating System		
3030	Cooling System		

3050	Terminal & Package Units		
3090	Other HVAC Sys.		
	D40 Fire Protection		
4010	Sprinkler Sys.		
4020	Standpipe Sys.		
4030	Other Sys.		
	D50 Electrical		
5010	Elec. Service & Distribution		
5020	Lighting & Branch Wiring		
5030	Communications & Security		
5090	Other Elec. Sys.		
5091	Generator Sys.		
5092	UPS Sys.		
E.	EQUIPMENT & FURNISHINGS		
1010	Commercial Equip.		
1020	Institutional Equip.		
1030	Vehicular Equip.		
1090	Other Equip.		
1091	Audio/Video Equip.		
1092	Special Telecom		
1093	Information Tech.		
1094	Geo. Info. Sys.		
F.	SPECIAL CONSTRUCTION		
1041	Generator Enclosure		
1042	Comm. Tower		
1043	Helipad		
1090	Other		
G.	BUILDING SITEWORK		
1010	Earthwork		
1020	Roadway & Parking		
1030	Drainage & Flood Control		
1040	Security Measures		
1090	Other Sitework		

Revised Attachment A Federal

Budget and Scope of Work

As a Hazard Mitigation Grant Program project, the Recipient, St. Johns County, will wind retrofit the St. Johns County EOC located at 3125 Agricultural Drive off of CR 208 in St. Augustine, Florida 32092. The entire shell and roof will be hardened beyond code against 100 mph winds and hurricane shutters will be purchased and installed on all windows. If deemed necessary, wind protection will be provided on any other openings such as skylights, vents, louvers, and exhaust fans. All construction and installations will be done in strict compliance with Florida Building Codes Specifications. All materials will be certified to meet the wind and impact standards of 200 mph wind loads. The local municipal or county building department will inspect and certify construction and installation according to the manufacturer specifications.

The Period of Performance for this project ends December 31, 2009.

Schedule of Work

State Contracting	6 Months	
Bid Construction	1 Month	15 Days
Permitting	1 Month	
Site work	1 Month	
Construction	11 Months	15 Days
State Final Inspections	3 Months	
State Closeout Process	3 Months	
Total Period of Performance	27 Months	

Line Item Budget*

	Project Cost	Federal Share	Local Share
Subcontract for materials and Installation of shutters:	\$ 643,580.00	\$ 482,685.00	\$ 160,895.00
Sub-Total:	\$ 643,580.00	\$ 482,685.00	\$ 160,895.00
<u>Administrative Cost:</u>	\$ 0.00	\$ 13,872.00	\$ 0.00
Total:	\$ 643,580.00	\$ 496,557.00	\$ 160,895.00

*Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.

Funding Summary

Federal Share:	\$482,685.00 (75%)
<u>Local Share:</u>	<u>160,895.00 (25%)</u>
Total Project Cost:	\$643,580.00 (100%)

Recipient Administrative Cost up to \$13,872.00.

The materials and work funded pursuant to this Subgrant Agreement are intended to decrease the vulnerability of the building to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural man made disaster.

The funding provided by the Division of Emergency Management under this subgrant shall compensate for the materials and labor for the installation of storm shutters and/or other hardening activities as a retrofit measure for the Recipient's building to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The funding of this

project by the Department does not confer or imply any warranty of use or suitability for the work performed pursuant to this agreement. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.

This project has not been evaluated by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency (FEMA) guidance manual FEMA 361-Design and Construction for Community Shelter, and thus does not provide "near absolute protection." It is understood and agreed by the Department and the Recipient that the building may have vulnerabilities due to age, design and location which may result in damage to the building from wind events even after the installation of the mitigation measures funded under this Subgrant Agreement. It is further understood and agreed by the Department and the Recipient that the level of wind protection provided by the mitigation action, although meeting State standards and codes and enhancing the structural integrity of the building, does not ensure the safety of survival of building occupants.

Attachment E

Federal Audit Requirements

If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 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 \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from Recipient resources obtained from other than Federal entities).

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

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

[an electronic copy shall also be submitted to aurilla.parrish@dca.state.fl.us]
and

Division of Emergency Management
Bureau of Policy and Financial Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

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

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

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

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

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

**[an electronic copy shall also be submitted to aurilla.parrish@dca.state.fl.us]
and**

Division of Emergency Management
Bureau of Policy and Financial Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Attachment F

Federal Recordkeeping

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

Attachment G

Federal Standard Conditions

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

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 20(h)2. of this certification; and
4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

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

In addition, the Recipient shall submit to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment K) for each prospective subcontractor which Recipient intends to fund under this Agreement. Such form must be received by the Division prior to the Recipient entering into a contract with any prospective subcontractor.

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

Unless inconsistent with the public interest or unreasonable in cost, all unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a.

Attachment H

Federal Lobbying Prohibition

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

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

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

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

This certification is a material 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.

Attachment I

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

Contractor Covered Transactions

(1) The prospective contractor of the 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 Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR:

By: _____
Signature

Recipient's Name

Name and Title

Division Contract Number

Street Address

City, State, Zip

Date

Attachment J

Federal Statement of Assurances

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

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
3. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements

established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

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

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

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

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

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

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