

RESOLUTION 2013 - 117

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA RECOGNIZING THAT THE FIRE DISTRICT FUND IS ANTICIPATED TO RECEIVE A GRANT FROM THE STATE OF FLORIDA DOMESTIC PREPAREDNESS STRATEGY MADE AVAILABLE BY THE US DEPARTMENT OF HOMELAND SECURITY OFFICE OF DOMESTIC PREPAREDNESS AND RESOLVING THAT SUCH BE RECOGNIZED AND APPROPRIATED WITHIN THE FY 2013 FIRE DISTRICT FUND.

WHEREAS, when preparing the Fire District Fund budget for Fiscal Year 2013 a U.S. Department of Homeland Security grant was not anticipated; and

WHEREAS, the State of Florida Domestic Preparedness Strategy has made available from the U.S. Department of Homeland Security Office of Domestic Preparedness grant dollars for the purchase of supplies and consumable items to sustain WMD equipment provided under previous grants; and

WHEREAS, the State of Florida Domestic Preparedness Strategy has approved additional grant funds to St. Johns County for Fiscal Year 2013 that exceed budgeted grant amounts by \$ 12,474.00.

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

1. The above recitals are hereby adopted as legislative findings of fact and incorporated herein.
2. The FY 2013 Fire District Fund's revenue and expenditure budgets shall reflect appropriations related to this grant from the State of Florida Domestic Preparedness Strategy in the amount of \$12,474.00.
3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, and/or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 21st day of May, 2013.

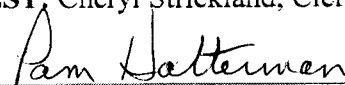
BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____


Jay Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: _____


Deputy Clerk

RENDITION DATE 5/23/13



**2012 STATE HOMELAND SECURITY GRANT PROGRAM, CFA 97.067,
SUBRECIPIENT AGREEMENT FOR EXPENDITURE OF LOCAL
GOVERNMENT UNIT FUNDING FOR FLORIDA**

THIS AGREEMENT ("Agreement") is entered into by and between the State of Florida, Department of Financial Services, 200 East Gaines Street, Tallahassee, Florida 32399-0300 (hereinafter referred to as "Department") and, St. Johns County, a unit of local government (hereinafter referred to as "Subrecipient"), effective as of the date last signed below.

WITNESSETH THAT:

WHEREAS, Department is a subgrantee of the Homeland Security Grant through the Division of Emergency Management (hereinafter "State Administrative Agency" or "SAA");

WHEREAS, Department has the authority to further pass these funds through to Subrecipient;

WHEREAS, Subrecipient is fully qualified and eligible to receive these grant funds to provide the services identified herein, and

WHEREAS, Department has authority to disburse the funds under this Agreement.

NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

(1) Federally-Funded Subgrant Agreement. The funds for this Agreement are provided through a Subgrant Agreement between Department and SAA; Grant Number: 13-DS-97-13-00-16-409. The Subgrant Agreement and all referenced documents and forms can be accessed through Department's website at http://www.fldfs.com/sfm/sfm_domestic_security.htm (hereinafter referred to as the "SFM website"). Subrecipient agrees to be bound by all of the provisions of the Subgrant Agreement referenced in this paragraph. Attachment A1, including all of its subparts, is incorporated herein by reference.

(2) Services and Deliverables. Subrecipient agrees to render the following services or other units of deliverables as directed by Department:

- (a) Performance in accordance with "Scope of Work" found at Attachment A; and
- (b) Readiness and response to activation orders for deployment by the State Emergency Operations Center, State Fire Marshal or Regional Domestic Security Task Force;
- (c) Purchase equipment specifically identified and approved by the Florida Domestic Security & Logistics Equipment Sub-Committee, the State working Group, and identified in projects listed in Attachment A. Exceptions to the approved equipment list must be approved in writing by the Equipment Committee and Department Grant Manager, listed below in Attachment A1, Section IV. prior to purchase. Equipment having a value of \$1,000 or more must have an asset

identification number provided by Subrecipient indicating the equipment was purchased with State Homeland Security Grant Program (SHSGP) funds;

(d) Maintain equipment purchased. Only equipment purchased with DHS grants funds may be sustained with these grant funds, as appropriate;

(e) Assure all training conforms to current FEMA/DHS training guidelines.

(f) In the event the Subrecipient requests the Department to make a purchase(s) related to this Agreement on their behalf, a Memorandum of Understanding (MOU) shall be executed between the Department and the Subrecipient, requesting the Department to make such purchases on behalf of the local agency. If approved, the Department will make the purchase and submit the requisite documentation for reimbursement from the Subrecipient's allocated funds. Nothing herein shall require the Department to make the purchase on behalf of the local Subrecipient.

(3) Delivery Schedule. The services or other units of deliverables specified in paragraph (2) above shall be delivered or otherwise rendered on behalf of Department in accordance with the following schedule:

(a) Readiness shall be on a continuous basis;

(b) Upon notification by the State Emergency Operations Center, State Fire Marshal, or Regional Domestic Security Task Force, Subrecipient shall respond to any and all incidents either within its regional response area, or as designated within the State Emergency Response Plan, with all eligible equipment, and any and all other resources which it possesses, for so long as this Agreement remains in effect, or as may be agreed upon under the Florida Domestic Security Strategy Plan. It is understood by both parties that local emergencies and equipment operability will dictate the availability of Subrecipient to respond;

(c) For Type II/WMD Hazardous Materials Teams, compliance with requirements of a Type II/Weapons of Mass Destruction Capable Hazardous Materials Resource, as defined by the Florida Domestic Security Strategy Plan, the Florida Association of Hazardous Materials Responders (FLAHR) typing document, and the Standard Operations Guide (SOG) shall be on a continuous basis;

(d) For USAR Task Forces, in compliance with requirements of a Type I, II or III USAR Task Force as defined by the Florida Domestic Security Strategy Plan, the Florida Association of Search and Rescue (FASAR) typing document, and the Standard Operations Guide (SOG) shall be on a continuous basis;

(e) For MARC Units, compliance with requirements for deployment shall be according to the State Emergency Response Plan. MARC unit Subrecipient must complete an annual inventory on the appropriate forms as part of this Agreement;

(f) Subrecipient shall comply with the Florida Fire Chiefs Association Code of Ethics at all times.

(g) All documents referenced above can be found on the SFM website.

(4) Funding/Consideration.

(a) This is a cost-reimbursement Agreement. Subrecipient shall be reimbursed for costs incurred during the performance period in the satisfactory performance of work hereunder in an amount not to exceed the amount set forth in Attachment A and subparagraph (b) of this paragraph, subject to the availability of funds. 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 Chief Financial Officer, the State Office of Planning and Budgeting, or the Federal Office of Management and Budgeting, all obligations on the part of Department to make any further payment of funds hereunder shall terminate, and Subrecipient shall submit its closeout report within thirty (30) days of receipt of notice from Department.

(b) Subject to the terms and conditions established by this Agreement and the billing procedures established by Department, the Department agrees to reimburse Subrecipient a maximum of the amount set forth in Attachment A for services rendered and items purchased in accordance with Attachment A. If additional money becomes available through the grant process, this amount may be increased or decreased, by modification as set forth in paragraph (6) below.

(c) Every request for reimbursement shall be submitted on a Reimbursement Request Form and a Detail of Claims Form, and any other associated forms to the type of claim; forms available on the SFM website. The forms must be accompanied by the documentation referenced in Attachment A6. The forms and the accompanying documentation shall be submitted within thirty (30) days following Subrecipient's expenditure of funds. In no event shall the forms and accompanying documentation be received by Department later than February 28, 2014.

(d) All equipment purchases, if any, must be in accordance with the equipment list in Attachment A, unless specifically approved in writing by the Domestic Security Equipment Committee and the Department Grant Manager, prior to purchase. Documentation of the approval must be submitted along with the request for reimbursement.

(e) If no request for reimbursement is submitted for two consecutive quarters after execution of this Agreement, Department reserves the right to reallocate the balance of unexpended funds to another local or state entity by modification of this Agreement in accordance with paragraph (6) below, and in accordance with grant rules.

(f) Taxes. Department is exempted from payment of Florida state sales and use taxes and Federal Excise Tax. Unless personally or corporately exempt by law, Subrecipient shall not be exempted from paying Florida state sales and use taxes to the appropriate governmental agencies or for payment by Subrecipient to suppliers for taxes on materials used to fulfill its obligations with Department. Subrecipient shall not use Department's exemption number in securing such materials. Subrecipient shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

(g) Travel. Any expense incurred by Subrecipient for travel must be authorized by Department in advance. Travel expenses will be submitted and reimbursed to Subrecipient at a rate not to exceed that which is payable to state employees for travel and per diem as prescribed by Section 112.061, Florida Statutes. All other expenses, including expenses for the gathering and presentation of exhibits, must be authorized by Department in advance.

(h) Payment Processing. All charges for services rendered or for reimbursement of expenses authorized by Department in accordance with this Agreement shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. All payments for professional services and authorized expenses, including travel expenses, will be paid to the Subrecipient only upon the timely and satisfactory completion of services and other units of deliverable such as reports, findings and drafts, which are required by this Agreement and upon the written acceptance of said services and units of deliverables such as reports, findings and drafts by Department's designated grant manager. Interim payments may be made by Department at its

discretion, under extenuating circumstances, if the completion of services and other units of deliverables to date, has first been accepted in writing by Department's grant manager.

(i) State Legislature Appropriation. If the necessary funds are not available to fund this Agreement as a result of action by the State Legislature, all obligations on the part of Department to make any further payment of funds hereunder shall terminate, and Subrecipient shall submit its closeout report within thirty (30) days of receipt of notice from Department.

(5) Funding Period. This Agreement begins on the date of the last signature below and ends February 28, 2014. In the event the ending date is extended by the SSA, the ending date of this Agreement will be extended automatically upon written notice to the Subrecipient by the Department and become the new ending date of this Agreement without further amendment.

(6) Agreement Modification. Either party may request modification of the provisions of this Agreement. Except as provided in paragraph (5) above, 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.

(7) Subagreements. If Subrecipient subcontracts any or all of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to Department for review and approval prior to execution of the subcontract by Subrecipient. Subrecipient 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 Subrecipient, Department, and SAA 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. Each subcontractor's progress in performing its work under this Agreement shall be documented in a quarterly report submitted by Subrecipient.

For each subcontract, Subrecipient shall provide a written statement to Department as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes.

(8) Recordkeeping

(a) As applicable, Subrecipient'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, Subrecipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants to be paid from funds provided under this Agreement, for a period of five years from the date the audit report is

issued, and shall allow Department or its designee, Chief Financial Officer, Auditor General, and DHS IG Auditors access to such records upon request. The Subrecipient shall ensure that audit working papers are made available to Department's designee, Chief Financial Officer, Auditor General, and DHS IG Auditors, upon request, for a period of five years from the date the audit report is issued, unless extended in writing by Department with the following exceptions:

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

2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for five years after final disposition.

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

(c) Subrecipient shall maintain all records for Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including supporting documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachments A, A1 and A2 - and all other applicable laws and regulations.

(d) Subrecipient, 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 Department, its employees, and agents. The term "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. The term "agents" shall include, but not be limited to, auditors retained by Department.

(9) Audit Requirements.

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

(d) If Subrecipient 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 Subrecipient expends \$500,000 or more in Federal awards in its fiscal year, Subrecipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Attachment A to this Agreement indicates federal resources awarded through Department by this Agreement. In determining the federal awards expended in its fiscal year, Subrecipient 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 Subrecipient 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 subparagraph (d) above, Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised. If Subrecipient 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 Subrecipient 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 Subrecipient resources obtained from other than federal entities).

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

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:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

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>

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

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, Subrecipient 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 Department's grant manager listed below.

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

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

(h) Subrecipient, when submitting financial reporting packages to Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental

entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to Subrecipient in correspondence accompanying the reporting package.

(i) 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, Subrecipient shall be held liable for reimbursement to Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after Department or the SAA has notified Subrecipient of such non-compliance.

(j) Subrecipient 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. The audit must be submitted to Department no later than nine (9) months from the end of Subrecipient's fiscal year.

(10) Reports.

(a) Reports shall be in accordance with Attachment A1, part III. The subrecipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the subrecipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

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

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

(d) If additional reporting is required, Department will notify Subrecipient electronically at least thirty (30) days prior to the time the reporting is required.

(e) Reports and documentation related to all exercises and evaluations, (if an allowable expense) including any USAR MOBEX drills, must be provided to Department within thirty (30) days of completion of the exercise.

(f) If all required reports and copies, prescribed above, are not sent to Department or are not completed in a manner acceptable to Department, Department may withhold further payments until they are completed or may take such other action as set forth in paragraph (14), "Remedies." The phrase, "acceptable to Department" means that the work product was completed in accordance with Attachment A, and its subparts.

(g) Subrecipient shall provide such additional program updates, reports and information as may be required by Department.

(11) Monitoring. Monitoring shall be in accordance with Attachment A1, subpart III.E., and in addition, Subrecipient shall monitor its performance under this Agreement, as well as that of its subcontractors, subrecipients and consultants who are paid from funds provided under this Agreement, to ensure that time schedules are met, Attachment A1 is complied with,

and other performance goals stated in this Agreement are achieved. Such review shall be made for each function or activity set forth in Attachment A1, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, and Section 215.97, Florida Statutes, (see paragraph (9) Audit Requirements, above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, Subrecipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by Department. In the event that Department determines that a limited scope audit of Subrecipient is appropriate, Subrecipient agrees to comply with any additional instructions provided by Department to Subrecipient regarding such audit. Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer or Auditor General. In addition, Department will monitor the performance of, and financial management by, Subrecipient throughout the Agreement term to ensure timely completion of all tasks.

(12) Liability.

(a) Unless Subrecipient is a State agency or subdivision, as defined in Section 768.28, Florida Statutes, Subrecipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Agreement, and shall hold Department and SAA 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, Subrecipient agrees that it is not an employee or agent of Department or the SAA, but is an independent Subrecipient.

(b) If Subrecipient is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, Subrecipient agrees to be fully responsible to the extent provided by Section 768.28, Florida Statutes, for its negligent acts or omissions or tortuous acts which result in claims or suits against Department or SAA, 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 Department or any Subrecipient 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 or Agreement.

(13) Default. If any of the following events occur ("Events of Default"), all obligations on the part of Department to make any further payment of funds hereunder shall, if Department so elects, terminate and Department may, at its option, exercise any of its remedies set forth in paragraph fourteen (14), but 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:

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

(b) If any material adverse change shall occur in the financial condition of Subrecipient at any time during the term of this Agreement, and Subrecipient fails to cure said

material adverse change within 30 days from the time the date written notice is sent by Department;

(c) If any reports required by this Agreement have not been submitted to Department or have been submitted with incorrect, incomplete or insufficient information, or

(d) If Subrecipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(14) Remedies. Upon the happening of an Event of Default, then Department may, at its option, upon thirty (30) calendar day's prior written notice to Subrecipient and upon the Subrecipient's failure to cure within said thirty (30) day period, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that Subrecipient 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 (16) herein;

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

1. Requesting additional information from Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;

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

3. Advising Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question;

4. Requiring Subrecipient to reimburse Department for the amount of costs incurred for any items determined to be ineligible;

(e) Require that Subrecipient return to Department any funds which were used for ineligible purposes under the program laws, rules and regulations governing the use of funds under this program;

(f) Require that Subrecipient return to Department any property or equipment purchased with grant funds, or received after having been purchased with grants funds, that has not been properly disposed of in accordance with Subrecipient's property disposal policy, and

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

(h) The pursuit of any one of the above remedies shall not preclude Department from pursuing any other remedies contained herein or otherwise provided at law or in equity. No waiver by Department of any right or remedy granted hereunder or failure to insist on strict performance by Subrecipient shall affect or extend or act as a waiver of any other right or remedy of Department hereunder, or affect the subsequent exercise of the same right or remedy by Department for any further or subsequent default by Subrecipient.

(15) Termination.

(a) Department may terminate this Agreement for cause upon thirty (30) days written notice. 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 Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

(b) Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds, by providing Subrecipient with thirty (30) calendar days prior written notice.

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

(d) In the event that this Agreement is terminated, Subrecipient will not incur new obligations for the terminated portion of the Agreement after Subrecipient has received the notification of termination. Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after the date of receipt of notice of the termination will be disallowed. Notwithstanding the above, Subrecipient shall not be relieved of liability to Department by virtue of any breach of Agreement by Subrecipient. Department may, to the extent authorized by law, withhold any payments to Subrecipient for purpose of set-off until such time as the exact amount of damages due Department from Subrecipient is determined.

(16) Notice and Grant Administration.

(a) Department's grant manager is John P. Kohnke, located at 325 John Knox Road, Atrium Bldg., Tallahassee, Florida 32303.

(b) Subrecipient's grant manager is listed on the signature page of this agreement.

(c) All written and verbal approvals referenced in this Agreement must be obtained from the parties' grant managers or designees. Notices required to be in writing must be delivered or sent to the intended recipient by hand delivery, certified mail or receipted courier, electronic or facsimile transmission, and shall be deemed received on the date received or the date of the certification of receipt.

(d) In the event that different grant managers are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be tendered as provided in subparagraph (c) above.

(17) Complete Agreement. This Agreement and its Attachments incorporated herein by reference, contain all the terms and conditions agreed upon by the parties.

(18) Attachments are as follows:

(a) Attachment A Proposed Program Budget and Budget Detail Worksheet, and its subparts, consisting of:

A - Proposed Program Budget and Equipment List

A1 - Scope of Work;

A2 - Program Statutes and Regulations;

A3 - Warranties and Representations;

- A4 – Certification Regarding Debarment, Suspension, Ineligibility;
- A5 – Statement of Assurances, and
- A6 - Reimbursement Checklist.

(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.

(19) Repayments. All refunds or repayments to be made to Department under this Agreement are to be made payable to the order of "Department of Financial Services," and mailed directly to Department at the following address:

Department of Financial Services
Accounts Receivable
200 Gaines Street
Tallahassee, Florida 32399-0333

In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to Department for collection, Subrecipient shall pay to Department an additional service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the returned check or draft, whichever is greater.

(20) Property and Equipment Purchased with Grant Funds. Property and equipment purchased with grant funds, or received after being purchased with grant funds, must be identified as such on the property and equipment so that such property and equipment can be identified for monitoring and site visit purposes. When the property and equipment no longer has a useful life, it shall be disposed of through Subrecipient's property disposal policy, and documentation provided to the Department. If for any reason, including dissolution, Subrecipient elects to discontinue its participation in this Agreement, all property and equipment purchased with grant funds, or received after being purchased with grant funds, not previously disposed of in accordance with Subrecipient's property disposal policy, must be returned to Department.

(21) Standard Conditions.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by Subrecipient 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 Department and with thirty (30) days written notice to Subrecipient, cause the termination of this Agreement and the release of Department from all its obligations to Subrecipient.

(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 the Circuit Court of 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) Any power of approval or disapproval granted to 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. Facsimile and electronic signatures may be taken as originals.

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

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

(g) With respect to any Subrecipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, by signing this Agreement, Subrecipient 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 subparagraph (g)2., of this certification, and
4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Where Subrecipient is unable to certify to any of the statements in this certification, such Subrecipient shall attach an explanation to this Agreement. In addition, Subrecipient shall submit to Department (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (within Attachment A) for each prospective subcontractor which Subrecipient intends to fund under this Agreement. Such form must be received by Department prior to Subrecipient entering into a contract with any prospective subcontractor.

(h) Department reserves the right to unilaterally cancel this Agreement for refusal by Subrecipient 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 Subrecipient in conjunction with this Agreement.

(i) Employment Eligibility Verification

Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to Department, within thirty days of the effective date of this contract, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within ninety days of the effective date of this contract or within ninety days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.

Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Agency or other authorized state entity consistent with the terms of the Memorandum of Understanding.

Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the Department may treat a failure to comply as a material breach of the contract. In the event legislation authorizes an alternative option as proof of legal status, the Contractor may use the process authorized by such legislation upon its passage.

(j) Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All such meetings shall be publicly noticed, open to the public, and the minutes of all such meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

(k) 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.

(l) Both Subrecipient and Department shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachment A, including its subparts.

(m) Subrecipient shall assure compliance itself and by its subcontractors or subrecipients, with CFO Memorandum No. 4 (2005-06), effective June 30, 2006; including but not limited to the following provisions:

1. Those subject to this Agreement may charge only allowable costs resulting from obligations incurred during the term of the Agreement.
2. Any balances of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.
3. Agreements with vendors must be procured in a manner that ensures a fair and reasonable price to the State and in compliance with applicable rules and regulations, including, but not limited to Sections 287.057 and 216.3475, Florida Statutes.

A copy of the Memorandum can be accessed on the SFM website.

(22) Lobbying Prohibition.

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

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

1. No federal or state 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 a federal, state, or local official, or employee thereof, in connection with the awarding of any federal contract, the making of any Subrecipient grant or contract, 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 a federal, state, or local official, or employee thereof, 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 and subcontractors 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.

(23) Copyright, Patent and Trademark.

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE

PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUBRECIPIENT TO THE STATE OF FLORIDA.

(a) If Subrecipient brings to the performance of this Agreement a pre-existing patent or copyright, Subrecipient 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, Subrecipient shall refer the discovery or invention to 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, Subrecipient shall notify Department. Any and all copyrights accruing under or in connection with the performance under this Agreement are hereby transferred by Subrecipient to the State of Florida.

(c) Within thirty (30) days of execution of this Agreement, Subrecipient 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. Subrecipient 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. Department shall then, under paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(24) Assurances. Subrecipient shall comply with all Statements of Assurance incorporated in Attachment A5.

(25) Legal Authorization. Subrecipient 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. Subrecipient also certifies that the undersigned possesses the authority to legally execute and bind Subrecipient to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials.

SUBRECIPIENT

**DEPARTMENT OF
FINANCIAL SERVICES**

*By _____

*Title _____

*Signature _____

*Date signed _____

*FEID Number _____

By _____

Title _____

Signature _____

Date signed _____

*Subrecipient Grant Manager

*Name: _____

*Address _____

*Email address _____

*Telephone Number _____

*Required.

LEGALLY SUFFICIENT

[Signature]
Name _____
Date: 2/14/13

Attachment A

**Budget and Scope of Work
Proposed Program Budget**

- ↓ Below is a general budget which outlines eligible categories and their allocation under this award. The Subrecipient is to utilize the approved FY2012 Domestic Security Project Templates for each respective Issue as the guide for eligible reimbursement.
- ↓ All equipment approved for purchase in accordance with FY2012 Domestic Security Project Templates must be on the FY 2012 Authorized Equipment List (AEL) and include that reference number on all reimbursement requests. The AEL can be found at <https://www.rkb.us>.
- ↓ The transfer of funds between the categories listed in the "Proposed Program Budget" is strictly prohibited.
- ↓ The approved FY2012 Domestic Security Project Templates do not provide for the use of Management and Administration costs by the Subrecipient.

Proposed Program Budget			
State Homeland Security Grant Program – Issue 13	St. Johns County Fire Rescue	Training Issue 8 – Sustainment of Training for USAR & Hazmat	\$0.00
		Equipment Issue 13 –Equipment Capability Retention of USAR and HazMat Equipment	\$12,474.00
		Exercise	\$0.00
		MARC Issue 14 –MARC Interoperable Communications Sustainment & Sustainment	\$0.00
Total			\$12,474.00

Budget Detail Worksheet

The following approved FY2012 Domestic Security Project Templates, as assigned for each Issue, provide a completed budget detail worksheet for the Subrecipient, which accounts for the total award.

The Subrecipient may not independently alter or amend the intent of approved FY2012 Domestic Security Project approved line items for funding of the respective Issues without the prior approval the Department through the grant manager. Changes need to be requested after the execution of this Agreement; contact the grant manager listed in this Agreement via email or letter.

Subrecipient: St. Johns County Fire Rescue

ISSUE 13 – Equipment Capability Retention Teams

HM3D	St. Johns FR	HAZCAD ANNUAL MAINTENANCE 21GN-00-MAIH	1	2,000.00	2,000.00
HM3D	St. Johns FR	HHA PRESUMPTIVE TEST KITS 07BD-01-KFAS	1	573.00	573.00
HM3D	St. Johns FR	LUDLUM CALIBRATION 21GN-00-MAIH	1	300.00	300.00
HM3D	St. Johns FR	M256 KITS 07CD-01-M256	1	171.00	171.00
HM3D	St. Johns FR	MSA SAFESITE CAL GAS 07CD-01-DPMG	6	312.00	1,872.00
HM3D	St. Johns FR	MSA SAFESITE SENSORS 07CD-01-DPMG	12	250.00	3,000.00
HM3D	St. Johns FR	MSA SIRIUS CAL GAS 07CD-01-DPMG	5	229.00	1,145.00
HM3D	St. Johns FR	MSA SIRIUS LITHIUM ION BATTERY PACK 21GN-00-MAIH	2	159.00	318.00
HM3D	St. Johns FR	MSA SIRIUS PID SENSOR 21GN-00-MAIH	3	300.00	900.00
HM3D	St. Johns FR	Protein Detection Kits - 07BD-01-PTST	1	595.00	595.00
HM3D	St. Johns FR	TVA 1000 HYDROGEN 07CD-01-DPMG	2	300.00	600.00
HM3D	St. Johns FR	WEATHER STATION MAINTENANCE/CAL 21GN-00-MAIH	1	1,000.00	1,000.00
		Total			\$12,474.00

ATTACHMENT A1

Scope of Work

Funding is provided to perform eligible activities as identified in the Domestic Homeland Security – Federal Emergency Management Agency National Preparedness Directorate Fiscal Year 2012 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

I. Categories and Other Eligible Activities

A. Equipment Acquisition

FY 2012 SHSP funds may be used for equipment acquisition in accordance with the approved funding identified in the FY2012 Domestic Security Project Templates, as assigned for each equipment category Issues, from the 21 equipment categories listed in the FY 2012 Grants & Training (G&T) Authorized Equipment List (AEL). The FY 2012 AEL is available in its entirety online through the Responders Knowledge Base (RKB) at <https://www.rkb.us>. The equipment Issues are outlined below.

Specific Issues as described below are included in this Category

Issue 13 – USAR and HazMat Sustainment - This project funds the retention (upgrade or replacement) of the identified equipment caches for each of the thirty Type II WMD Regional Hazardous Materials Response Teams and the seven State Urban Search & Rescue Task Forces in accordance with the 2011 Florida Domestic Security Strategic Plan and the appropriate Urban Search and Rescue Type I, II, & III RDSTF Standard Operations Guides or the Hazardous Materials Response Team Operational Readiness Standard Operations Guide. These funds provide the capability to upgrade, or replace equipment cache items that were purchased with Federal Grant funds, and require such, or have reached the end of their operational service life.

Issue 14 – MARC Interoperable Communications Sustainment and Maintenance - This is a statewide radio cache system with mobile mutual aid repeaters. The caches also contains mobile and portable radios operating on four radio bands, pre-programmed with national, state, and local mutual aid channels. Project funds the procurement of equipment items necessary to keep Mutual Aid Radio Cache units in an operational state. Only items found on the approved project funding templates (as identified in Attachment A) are eligible for purchase in accordance with this Issue.

B. Training

Funds may be used to enhance the capabilities of State and local preparedness and response personnel through development of a State homeland security training program. Allowable training-related costs include: **Funds used to develop, deliver, and evaluate training**, including costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment.

Specific Issues as described below are included in this Category

Issue 08 – Sustainment of Training for USAR, HazMat Teams

Authorized training includes the following:

- **Overtime and Backfill** costs, as defined in this guidance, associated with attending or teaching FEMA-sponsored and/or approved training courses and programs are allowed. 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 the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from both their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Further, overtime costs associated with employees who participate in training in a teaching role for which they are compensated are not allowed. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation. Straight time IS NOT eligible for reimbursement with DHS SHS funds.
- **Travel** costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to Department approved training.
- **Certification/Recertification of Instructors** is an allowable cost. 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 that involve training of trainers.

Allowable training topics include CBRNE terrorism, and NIMS related training.

C. Unauthorized Expenditure

- Activities unrelated to the completion and implementation of the SHSGP
- Other items not in accordance with the Authorized Equipment List or previously listed as allowable costs
- Funding may not be used to supplant ongoing, routine public safety activities of state and local emergency responders, and may not be used to hire staff for operational activities or backfill

Note: All FY 2012 Homeland Security Grant Program Grant Guidance can be found at http://www.ojp.usdoj.gov/odp/grants_hsgp.htm

II. Documentation Required for Department to Make Expenditures on Behalf of the Subrecipient

The Department may retain some or all of the Subrecipient's allocation of grant funds for expenditures made by the Department on behalf of the Subrecipient **only if requested in writing by the Subrecipient**. In the event the Subrecipient requests the Department to make purchase(s) related to this Agreement on its behalf, a request in writing on local entity letterhead shall be submitted to the Department. If approved, the Department will make the purchase and submit the requisite documentation for reimbursement from the Subrecipient's allocated funds. Nothing herein shall require the Department to make the purchase on behalf of the local Subrecipient.

III. Reporting Requirements

A. Benchmarks

- All funds shall be obligated within the first 6 months of the date of execution of the Agreement by both parties, no later than August 31, 2013.
- No less than 50% of the funds shall be spent within the first 12 months from the date of execution of the Agreement, no later than November 30, 2013.
- 100% of the funds shall be spent within 12 months from the execution of the Agreement, no later than February 28, 2014.
- Any unobligated funds will be de-obligated at the end of this period and are subject to reallocation to other prioritized projects.
- Extensions to the period of performance will be considered only through formal requests to the Department with specific and compelling justifications why an extension is required. All requests for extensions are subject to review and will not automatically be granted.

B. Quarterly Programmatic Reporting:

The Quarterly Programmatic Report is due within 30 calendar days after the end of the reporting periods (March 31, June 30, September 30 and December 31) for the life of this Agreement. If a report(s) is delinquent, future financial reimbursements will be withheld until the Subrecipient's reporting is current.

Programmatic Reporting Schedule

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

C. Reimbursement Requests:

A request for reimbursement may be sent to the grant manager for review and approval at anytime during the Agreement period. The Subrecipient should include the category's corresponding line item number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". An Issue number is to be included for every dollar amount listed in the "Detail of Claims" form.

D. Close-out Programmatic Reporting:

The Close-out Report is due to the Department no later than 30 calendar days after the Agreement is either completed or the Agreement has expired.

E. Monitoring:

**Florida Department of Financial Services
US Department of Homeland Security Grants Program
Grant Monitoring Process**

Florida has enhanced the state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. As the steward of the State Homeland Security Grant Program funds, projects and equipment the Department of Financial Services has a responsibility to track and monitor the status of the grant activity and items purchased.

The monitoring process detailed in this document is designed to assess a Subrecipient's compliance with applicable state and federal guidelines. The Department is responsible for monitoring the programmatic and capability portion of the grant to include equipment procurement and compliance with applicable SHSGP grant guidance.

Monitoring is accomplished utilizing various methods including desk monitoring and site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic/capability. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and Agreement. Capability review is the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is defined as the review of projects, financial activity and technical assistance between the Department and the Subrecipient via e-mail and telephone. Site visits are defined as actual visits to the Subrecipient's location by a team or members of the Department or its designee, to actually observe records, procedures and equipment.

Frequency of annual monitoring activity:

Each year the Department will identify up to 50% of Subrecipients for site visit monitoring.

Examples of areas that may be examined include:

- Status of equipment purchases
- Status of training for purchased equipment
- Status and number of response trainings conducted to include number trained
- Status and number of exercises
- Status of planning activity
- Anticipated projected completion
- Specific difficulties completing the project.
- Agency NIMS compliance documentation

In certain circumstances, the Subrecipient may be requested to provide additional monitoring/information if the activity, or lack thereof, on the part of the specific Subrecipient has generated questions from the region, the SAA or the Department. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Subrecipients will be required to participate in desk top monitoring on an annual basis and as determined by the Department. The Subrecipients will complete and submit the desk top monitoring within 30 calendar days of receipt. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if the Department determines that a Subrecipient is having difficulty completing projects.

As difficulties/deficiencies are identified, the respective region or SAA will be notified by the Department via email. Information will include the Subrecipient name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the Department level. Issues that require further TA will be referred to the SAA for assistance. Examples of TA include but are not limited to:

- Equipment selection or available vendors
- Eligibility of items or services
- Coordination and partnership with other agencies within or outside the region or discipline.

Site Visits

Site visits will be conducted by the Department or designee. Site visits will be scheduled in advanced with the Subrecipient grant manager designated in the grant agreement. Monitoring questionnaires will be provided in advance of the visit

The Department or its designee will also conduct coordinated financial and grant file monitoring. These monitoring visits maybe coordinated with a capability review visit. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

All findings related to a capability review will be documented and maintained within the Department.

Site Visit Protocol

The following outlines the monitoring protocol for the Department:

The site visits will begin with those Subrecipients that are currently spending or have completed spending for a federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a site visit checklist to assist in the completion of all required tasks.

Site Visit Preparation

The Department will notify the Subrecipient's grant manager by mail stating the purpose of the site visit at least 30 calendar days prior to the planned arrival date. Department or designated personnel will contact the Subrecipient within the next 10 calendar days to schedule an appointment to review the Subrecipient's program.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented.

The appointment should be confirmed with the Subrecipient in writing (email is acceptable) and documented.

Personnel designated by the Department attending the site visit will review the Subrecipient's documentation prior to the visit. Site team members' roles will be identified prior to the visit. Copies of applicable documents will be made and distributed to the site visit team at a minimum of five (5) calendar days before the visit. A reminder e-mail should be sent to all team members and the Subrecipient's grant manager one business day in advance of the site visit.

Site Visit

Once designated personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items the Department intends to examine will be identified. If financial monitoring visit will be conducted, the team members will explain their objectives and will proceed to perform the financial review.

Designated personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment will be conducted.

Each item should be visually inspected whenever possible. Large items such as computers, response vehicles, etc. should have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per Subrecipient agency requirements. The serial number should correspond with the appropriate receipt to confirm purchase. Photographs should be taken of the equipment in excess of \$1,000.00 per item

If an item is not available (being used during time of the site visit), the appropriate documentation must be provided to account for that particular piece of equipment. Once the tour/visual/spot inspection of equipment has been completed, the designated personnel will then conduct an exit conference with the Subrecipient to review the findings.

Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

Post Site Visit

Department personnel will review the site visit worksheet as a team and receive notes from the Financial Review Team, if applicable.

Within 30 calendar days of the site visit, a monitoring report will be generated and sent to the Subrecipient explaining any issues and corrective actions required or recommendations. The Subrecipient will submit a Corrective Action Plan within a timeframe as determined by the Department. The Site Visit Worksheet, report and photographs will then be included in the Subrecipient's file along with any documents distributed at the site visit by the Subrecipient.

IV. Programmatic Point of Contact

Grant and Programmatic Point of Contact

John P. Kohnke,
200 East Gaines Street,
Tallahassee, FL. 32399-0340
(850) 413-3611
John.kohnke@myfloridacfo.com

V. Agreement Responsibilities

The Department shall determine eligibility of projects and approve changes in scope of work.

The Department shall administer the financial processes.

ATTACHMENT A2

Program Statutes and Regulations

- 1) 53 Federal Register 8034
- 2) Federal Acquisition Regulations 31.2 and 031.2
- 3) Section 1352, Title 31, US Code
- 4) OMB Circulars A-21, A-87, A-110, A-122
- 5) Chapter 473, Florida Statutes
- 6) Chapter 215, Florida Statutes
- 7) Section 768.28, Florida Statutes
- 8) Chapter 119, Florida Statutes
- 9) Section 216.181(6), Florida Statutes
- 10) Cash Management Improvement Act Of 1990
- 11) American with Disabilities Act
- 12) Section 112.061, Florida Statutes
- 13) Immigration and Nationality Act
- 14) Section 286.011, Florida Statutes
- 15) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66.
- 16) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 17) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 18) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593
- 19) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 20) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 21) 28 CFR applicable to grants and cooperative agreements
- 22) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 23) 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended;
- 24) Section 504 of the Rehabilitation Act of 1973, as amended;
- 25) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 26) Title IX of the Education Amendments of 1972;
- 27) the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
- 28) 28 CFR Part 42, Subparts C,D,E, and G
- 29) Department of Justice regulations on disability discrimination;
- 30) 28 CFR Part 35 and Part 39.
- 31) Federal Acquisition Regulations 31.2 and 931.2

ATTACHMENT A3

Warranties and Representations

Financial Management

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

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify adequately the source and application 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. Subrecipient shall adequately safeguard all such 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 for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable cost principles and the terms and conditions of this grant.
- (6) Accounting records, including cost accounting records that are supported by source documentation.

Competition.

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

Codes of conduct.

The Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by 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 herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. The

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

Business Hours

The Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 AM to 5:00 PM. Monday through Friday.

Licensing and Permitting

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

ATTACHMENT A4

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

Contractor Covered Transactions

1. The prospective contractor of the Subrecipient, _____, 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. The Department shall consider the employment by Contractor of unauthorized aliens to be a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this Contract. Contractor must utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of:
 - (a) All persons employed during the Contract term by the Contractor to perform employment duties within Florida; and
 - (b) All persons (including subcontractors) assigned by the Contractor to perform work pursuant to the Contract.
- (3) Where the Subrecipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR:

By: _____
Signature

Subrecipient's Name

Name and Title

Department Grant Number

Street Address

City, State, Zip

Date

ATTACHMENT A5

Statement of Assurances

The Subrecipient 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 Subrecipient 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 Department, SAA, Chief Financial Officer 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 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 (SUBRECIPIENTS OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

ATTACHMENT A6

Reimbursement Check list

Please Note: DFS-SFM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.

Equipment

- 1. Has a Details of Claims form been completed and attached?
- 2. Has a completed Equipment Reimbursement Request form to include AELs been included?
- 3. Have all invoices been included?
- 4. Has proof of vendor payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement)
- 5. Has validation of receipt of goods form been signed and included?
- 6. If service/warranty expenses are listed, are they only for the performance period of the grant?
- 7. If EHP form needed (permanent fixtures or alterations to structures) - has copy of it and approval from State/DHS been included?
- 8. Has the Grant, year and issue been clearly identified?

Training

- 1. Is the course name clearly identified?
- 2. Has a description of the course been provided, if it is not an ICS course?
- 3. Has the DHS G&T course number been clearly indicated? If course is under DHS review provide the DHS tracking number.
- 4. Have sign-in sheets, rosters and agenda been provided?
- 5. If billing for overtime and/or backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee?
- 6. Have print outs from entity's financial system been provided as proof attendees were paid?
- 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- 5. Refresher skills training: Has the class/course been entered into the Florida State Fire College FCDICE system to include the roster of students and their grades? Include print out for class.
- 6. Certificate training: Have copies of each students training certificate been included in the claim package?
- 7. Has any expenditures occurred in support of the training (e.g., printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment)? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor,

copy of credit card statement showing expense charged, and payment to credit card company for that statement).

*Note: Only Overtime OR Backfill may be elected to cover the same position for reimbursement purposes. DHS allows reimbursement for base pay and fringe benefits. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.

NOTE: Straight time IS NOT eligible for reimbursement with DHS SHS funds.

Shift personnel who serve as SME instructors for specialized approved training are eligible for overtime/backfill reimbursement of hours spent preparing for and conducting training classes. Personnel who are regularly assigned to the training division ARE NOT eligible for overtime/backfill through DHS SHS funds.

Exercise

- 1. Has documentation been provided on the purpose/objectives of the exercise? Such as, SITMAN/EXPLAN.
- 2. If exercise has been conducted - has after-action report been included? Have sign-in sheets, agenda, rosters been provided?
- 3. If billing for overtime, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling for who?
- 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
(See note in Training above reference to personnel cost, same applies)
- 5. Has any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).
- 6. Has any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement).

Travel/Conferences

- 1. Have all receipts been turned in such as: airplane receipts, proof of mileage, toll receipts, hotel receipts, car rental receipts? Are these receipts itemized? Do the dates of the receipts match the date(s) of travel/conference? Does the hotel receipt have a zero balance? If applicable, have a travel authorization and travel reimbursement form been included to account for per diem, mileage and other travel expenses which have been reimbursed to the traveler by sub grantee?
- 2. If travel is for a conference has the agenda been included?

- 3. Per diem print outs/verification for amount charged in accordance with Section 112.061 F.S.?
- 4. Has proof of payment to traveler been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or copy of payroll check if reimbursed through payroll).

For All Reimbursements - The Final Check

- 1. Have the costs incurred been charged to the appropriate POETE category? Are the line item #s documented?
- 2. Does the total on the summary form match the totals of all forms?
- 3. Have the forms been signed by the Sub-Recipient's Manager or Financial Officer?
- 4. Has the reimbursement package been inputted into the "reimbursement log" spreadsheet?

Quarterly Reports

- 1. Does the amount listed for each issue reflect the cumulative amount claimed for that issue from all previous claims and payments?
- 2. Does the final cumulative amount reflect all payments and adjustments?