

STATE FUNDED GRANT AGREEMENT

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

WHEREAS, the Department is authorized, pursuant to Section 252.373, Florida Statutes, and Rule Chapter 9G-19, Florida Administrative Code, to disburse funds for emergency management grants to eligible recipients; and

WHEREAS, the Recipient has been awarded funds under the above-referenced authorities after completion of the competitive awards process; and

WHEREAS, Recipient agrees to comply with all the requirements applicable to said award, as supplemented by the terms and conditions in this Agreement.

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

I. SCOPE OF WORK AND FUNDING

The Recipient shall undertake and fully perform the scope of work identified in its application for the competitive grant award, in accordance with the Scope of Work included as Attachment A of this Agreement. Funding up to **\$300,000** shall be provided on a reimbursement basis, in accordance with the budget to be submitted by Recipient pursuant to the requirement in Attachment A. For any advance payment, refer to Attachment F for additional terms and conditions. All terms and conditions set forth in Attachment F are incorporated as if set out fully herein.

II. INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Both the Recipient and the Department shall be governed by applicable State and Federal laws, rules and regulations, including, but not limited to, those identified in Attachment B of this Agreement.

III. PERIOD OF AGREEMENT

This Agreement shall begin on the date of the fund offering letter and shall end June 30, 2001, unless terminated earlier in accordance with the provisions of Paragraphs VII. or IX. or XIV. of this Agreement. Final requests for reimbursement shall be submitted no later than thirty (30) days after the termination date of the Agreement. Any requests received after August 15, 2001, may, in the discretion of the Department, not be reimbursed from this Agreement. Reimbursement requests shall not be submitted by facsimile transmission.

IV. MODIFICATION OF AGREEMENT; REPAYMENTS

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

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

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

V. MONITORING

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

VI. LIABILITY

A. Except as otherwise provided in subparagraph (B) below, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Agreement, and shall save the Department harmless against all claims of

whatever nature by third parties arising out of the performance of work under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

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

VII. NONCOMPLIANCE, DEFAULT, REMEDIES, AND TERMINATION

- A. If the Recipient fails to comply with any term applicable to an award under Rule Chapter 9G-19 F.A.C., or this Agreement, the Department may take one or more of the following actions, as indicated by the attendant circumstances:
1. temporarily withhold cash payments, pending correction of the deficiency, or withhold the final 10 percent of the grant award until the final work product is completed, submitted and determined to be acceptable by the Department;
 2. disallow all or part of the cost of the activity or action not in compliance;
 3. suspend or terminate the award;
 4. disallow future participation in the program or funding provided under this rule chapter;
 5. recover all funds provided under the current award.
- B. Costs of the Recipient resulting from obligations incurred by the Recipient during suspension or after termination of an award are not allowable unless the Department expressly authorizes them in the notice of suspension or termination, or subsequently authorizes them in writing. Other Recipient costs during suspension or after termination which are necessary and not reasonably avoidable may be allowable if:
1. the costs result from obligations which were properly incurred by the Recipient before the effective date of the suspension or termination, are not in anticipation of the suspension or termination, and, in the case of termination, are not cancelable, and

2. the costs would be allowable if the award were not suspended or expired normally at the end of the period in which the termination occurs.
- C. Recipient of terminated grants shall remain obligated to provide all required closeout information.
- D. If the necessary funds are not available to fund this Agreement as a result of action by Congress, the state Legislature, the Office of the Comptroller or the Office of Management and Budgeting, or if any of the following events occur ("Events of Default"), all obligations on the part of the Department to make any further payment of funds hereunder shall, if the Department so elects, terminate and the Department may, at its option, exercise any of its remedies set forth herein, but the Department may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:
1. If any warranty or representation made by the Recipient in this Agreement or any previous Agreement with the Department shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous Agreement with the Department and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;
 2. If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with the Department, and the Recipient fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the Department.
 3. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete or insufficient information;
 4. If the Recipient has failed to perform and complete in timely fashion any of the services required under the Budget and Scope of Work attached hereto as Attachment A.
- E. Upon the happening of an Event of Default, then the Department may, at its option, upon written notice to the Recipient and upon the Recipient's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the Department from pursuing any other remedies contained herein or otherwise provided at law or in equity:

1. Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (10) herein;
 2. Commence an appropriate legal or equitable action to enforce performance of this Agreement;
 3. Withhold or suspend payment of all or any part of a request for payment;
 4. Exercise any corrective or remedial actions, to include but not be limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;
 5. Exercise any other rights or remedies which may be otherwise available under law;
- F. The Department may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.
- G. Suspension or termination constitutes final agency action under Chapter 120, Fla. Stat., as amended. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.
- H. The Recipient shall return funds to the Department if found in non-compliance with laws, rules, regulations governing the use of the funds or this Agreement.
- I. This Agreement may be terminated by the written mutual consent of the parties.
- J. Notwithstanding the above, the Recipient shall not be relieved of liability to the Department by virtue of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, withhold any payments to the Recipient for purpose of set-off until such time as the exact amount of damages due the Department from the Recipient is determined.

VIII. NOTICE AND CONTACT

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

- A. The Department designates Edgar Gonesh, Manager, Emergency Management Preparedness and Assistance Program, Division of Emergency Management, as the Department's Contract Manager. All communications, written or oral, relating to this Agreement shall be directed to him at the following address:

Department of Community Affairs
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

- B. For the Recipient, all communications, written or oral, relating to this Agreement shall be directed to the following:

Recipient's Contract Manager's Name and Address:

Walter D. Gossett, County Coordinator
Nassau County Board of County Commissioners
P. O. Box 1010
Fernandina Beach, FL 32035

- C. In the event that different representatives are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided in Paragraph VIII. A and B above.

IX. OTHER PROVISIONS

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

- B. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications
- C. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict or unenforceability, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.
- D. With respect to any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:
1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
 2. have not, within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 11(g)2. of this certification; and
 4. have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

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

- E. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.
- F. More than one copy of this Agreement may be executed. Any copy with original signatures may be considered an original.

X. AUDIT REQUIREMENTS

- A. The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.
- B. These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Department. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.
- C. The Recipient shall also provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.
- D. In the event that the Recipient expends State awards (i.e., State of Florida financial assistance provided to Recipient to carry out a State project) from all state government sources equal to or in excess of \$300,000 in total in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 216.3491, Florida Statutes and with applicable rules of the Executive Office of the Governor and the Comptroller, and Chapter 10.600, Rules of the Auditor General.

Specific instructions relating to the information needed, format and organization, timelines and/or deadlines, will be provided to the Recipient by the Department following receipt of further guidance from the Office of the Auditor General. See Attachment G for further anticipated audit requirements.

XI. SUBCONTRACTS AND PROCUREMENT

- A. If the Recipient subcontracts any or all of the work required under this Agreement, the Recipient agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the Department.
- B. The Recipient agrees to include in the subcontract that the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

See Attachment E for any additional terms and conditions pertaining to subcontracts.

XII. TERMS AND CONDITIONS

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

XIII. ATTACHMENTS

- A. All attachments to this Agreement are incorporated as if set out fully herein.
- B. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

XIV. STANDARD CONDITIONS

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

- A. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes.
- B. If otherwise allowed under this Agreement, extension of an Agreement for contractual services shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial Agreement. There shall be only one extension of the Agreement unless the failure to meet the criteria set forth in the Agreement for completion of the Agreement is due to events beyond the control of the Recipient.

- C. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with s. 112.061, Florida Statutes.
- E. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with the Agreement.
- F. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.
- G. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 a 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.

XV. STATE LOBBYING PROHIBITION

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

XVI. LEGAL AUTHORIZATION

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

also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this Agreement.

XVII. EQUIPMENT AND PROPERTY MANAGEMENT

If the Scope of Work contemplates the acquisition of equipment, then Recipient agrees to use said equipment for emergency management purposes only, and to properly maintain and repair said equipment. Recipient shall establish adequate maintenance procedures to keep the equipment in proper working condition. Recipient shall establish a control system to insure adequate safeguards to prevent loss, damage or theft of the equipment. Recipient shall promptly advise the Department of any loss, damage or theft affecting said equipment. Recipient shall make this equipment available to the Local Emergency Management Agency established pursuant to Section 252.38, Florida Statutes, and to the State of Florida, upon request, in the event said equipment is needed for emergency management purposes. Recipient shall not sell, lease, rent, lend, encumber or dispose of said equipment without the written permission of the Department.

XVIII. COPYRIGHT, PATENT AND TRADEMARK

- A. If the Recipient brings to the performance of this Agreement a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.
- B. If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the Recipient shall refer the discovery or invention to the Department for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. In the event that any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Department. Any and all copyrights accruing under or in connection with the performance under this Agreement are hereby reserved to the State of Florida.
- C. Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relevant to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Department shall then, under Paragraph B., have the right to all patents and copyrights which occur during performance of the

Agreement. Recipient shall be granted a royalty-free nonexclusive license to use patented or copyrighted material for research or educational purposes.

XIX. PUBLICATIONS AND PUBLICITY

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

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

RECIPIENT: NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS


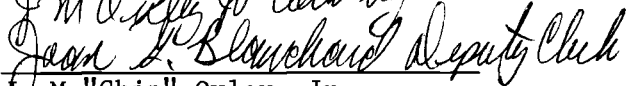
BY: 

Name and Title: Nick D. Deonas, Chair

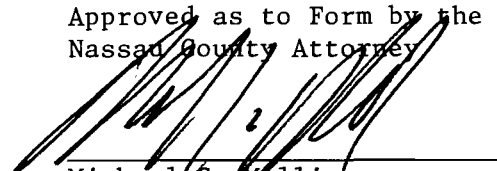
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Federal Employer I.D. 59-1863042

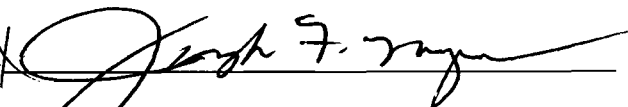
ATTEST:



J. M. "Chip" Oxley, Jr.
Ex-Officio Clerk

Approved as to Form by the
Nassau County Attorney


Michael S. Mullin

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

BY: 

Name and Title: Joseph F. Myers, Director

Date: 6/15/00

Attachment A

SCOPE OF WORK

The information and representations contained in the grant application submitted to the Department by the Recipient and evaluated pursuant to Rule Chapter 9G-19, Florida Administrative Code, are hereby incorporated by reference into this Agreement.

Within thirty days of the date of execution of this Agreement, Recipient will supply a document which includes an activities timeline, a list of deliverables, and a revised budget, for the approval of the Department. This document will address, with particularity and appropriate discussion, each task necessary to complete the project identified in Recipient's application for grant funding.

The revised budget portion of this document must be consistent in format with the budget proposed in the original project application. It must not consist of new line item expenditures, but will indicate whether the cost of the line items detailed in the original budget have increased or decreased from the original information. Any proposed deviations from the original budget may not exceed 5% (increase or decrease) of the originally approved amounts in the expenditure categories affected. The total amount of grant money budgeted may not exceed the amount authorized in the Agreement.

Failure to supply the above-referenced document, or disapproval of this document by the Department, will result in the denial of funding.

If the Recipient succeeds in acquiring products or services for less than the budgeted amount, then it must notify the Department and request authorization to apply the unexpended funds to the project, identifying the proposed use for the unexpended funds. If the unexpended funds can be applied to enhance the project through acquisition of additional equipment or services which will provide the same benefit as the approved project, then the Department may approve the use of the unexpended funds.

The Recipient will design and build a new County Emergency Operations Center. The addition will serve as a self sustaining Emergency Operations Center and house up to 75 administrative personnel and emergency responders.

Prior to the disbursement of funds, the Recipient will confirm the building's design meets the minimum standards for a shelter/critical facility as shown in the Guidelines of the Hurricane Evacuation Shelter Selection of the American Red Cross supplement ARC 4496 (July 1992). The building design will comply with the standards of American Society of Civil Engineers,

ASCE 7-88 or 7-93, to assure sufficient wind resistance. Any shutters or window protective shielding will meet the wind and debris impact requirements of SBCCI Standard SST. 12-94, or the Dade County version of the South Florida Building Code (Sections 2314.1, 2314.5, and

2315.1-2315.4). The shutters shall be installed by the approved contractor using professional methods and materials.

Any generator and housing, wiring, controls and fuel source shall also be protected to the standards of ARC 4496, or such that neither high water nor windborne debris will interrupt power generation. Wind uplift resistant tie-downs shall also be included.

The recipient will provide a cash match of \$700,000 or 70% of the total project cost which will be for the purchase of the land and a major portion of the construction.

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SOW specified to each project funded

Attachment B

PROGRAM STATUTES AND REGULATIONS

1. Chapter 252, Florida Statutes
2. Rule Chapter 9G-19, Florida Administrative Code
3. Chapter 287, Florida Statutes
4. Chapter 119, Florida Statutes
5. Chapter 60A-1, Florida Administrative Code

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Attachment C

RECORD KEEPING

- A. All original records pertinent to this Agreement shall be retained by the Recipient for three years following the date of termination of this Agreement or of submission of the final close-out report, whichever is later, with the following exceptions:
1. If any litigation, claim or audit is started before the expiration of the three year period and extends beyond the three 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 three years after final disposition.
 3. Records relating to real property acquisition shall be retained for three years after closing of title.
- B. All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Scope of Work, Attachment A, and all other applicable laws and regulations.
- C. The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Department, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Department.

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Attachment D

REPORTS

A. At a minimum, the Recipient shall provide the Department with quarterly Financial Report/Reimbursement Requests, quarterly Summary Project Progress Reports and final Close-out Reports. The Recipient shall utilize the report formats provided by the Department.

B. **Quarterly reports are due to be received by the Department no later than fifteen (15) days after the end of each quarter and shall continue to be submitted each quarter until submission of the administrative close-out report. The ending dates for each quarter and the report due dates are as follows:**

<u>Quarter</u>	<u>Ending Date</u>	<u>Reports Due</u>
1	September 30, 2000	October 15, 2000
2	December 31, 2000	January 15, 2001
3	March 31, 2001	April 15, 2001
4	June 30, 2001	July 15, 2001

C. The final close-out report is due forty-five (45) days after termination of this Agreement or upon completion of the activities contained in this Agreement.

D. Pursuant to rule 9G-19.010(7), the Recipient shall identify the applicable procurement rules, regulations and standards to be used in the first progress report to the Division following the notice of award.

E. If all required reports and copies prescribed above are not sent to the Department or are not completed in a manner acceptable to the Department, the Department may withhold further payments until they are completed or may take such other action as set forth in Paragraphs VII. and IX. The Department may take action for non-compliance consistent with Rule 9G-19.014, F.A.C. if reports are not timely received. "Acceptable to the Department" means that the work product was completed in accordance with generally accepted principles and applicable law, and is consistent with the Scope of Work, as determined by the Department in its sole discretion.

F. Upon reasonable notice, the Recipient shall provide such additional program updates or information as may be requested by the Department.

G. The Department shall be permitted to inspect and monitor the records and facilities of funded projects and award recipients. Such inspections may occur without notice at any reasonable time, which shall be presumed to be normal business hours on Monday through Friday.

Attachment E

PROCUREMENT, SUBCONTRACTS AND SUBGRANTS

- A. Subcontracts entered into by a Recipient in connection with any portion of the proposed project shall contain all terms of the Recipient's Agreement with the Department.
- B. The Recipient shall send a copy of any subcontracts entered into in connection with implementing the proposed project to the Department within 30 days after their effective date.
- C. Recipient shall not award subgrants using funds awarded pursuant to this rule chapter.
- D. Recipient shall comply with all applicable procurement rules and regulations in securing goods and services to implement a proposed project. Wherever required by law or otherwise permitted, Recipient shall utilize competitive procurement practices.

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Attachment F

FUNDING/CONSIDERATION

- A. This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$300,000** subject to the availability of funds. The amount of funds available pursuant to this rule chapter may be adjusted proportionally when necessary to meet any matching requirements imposed as a condition of receiving federal disaster relief assistance or planning funds. **Funds received from the Emergency Management, Preparedness and Assistance Trust Fund may not be used to supplant existing funds.**
- B. The Recipient shall establish a separate account code in an interest bearing account for tracking all deposits, expenditures and interest pertaining to an award. A separate account code shall be established for each award received. The interest earned on said account (s) shall be remitted promptly to the Department, but no later than ninety days after the completion of the Agreement.
- C. Any advance payment under this Agreement is subject to s. 216.181(14), Florida Statutes. Twenty-five (25) percent of an award may be advanced. Payment of reimbursable expenditures may be requested thereafter, at the end of each quarter. If an advance payment is requested, the budget data on which the request is based and a justification letter shall be submitted. The letter will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. The Recipient shall mark the appropriate place below indicating whether or not an advance payment is requested, if an advance payment is requested enter the amount of the request.
1. _____ No advance payment is requested; payment will be made solely on a reimbursement basis.
 2. _____ An advance payment of \$ _____ is requested; balance of payments will be made on a reimbursement basis. **(Justification letter must be provided.)**
- D. After the initial advance, if any, quarterly payments may be made for all reimbursable expenses incurred as of the end of each quarter. The Recipient agrees to expend funds in accordance with the Scope of Work, Attachment A of this Agreement.

- D. Recipient agrees to perform the project identified in said application utilizing the funds provided under this Agreement, supplemented by any funds represented in said application as matching funds. Recipient shall not expend more than five percent (5%) of the total funds awarded for administrative expenses.
"Administrative expenses" means the direct costs of staff managing the project and other direct costs for managing the project, as well as the applicant's indirect rate, if any, applied to those direct costs of management. The sum total of direct and indirect costs identified shall not exceed five percent (5%) of the total funds awarded from the trust fund for the project.
- F. Funds disbursed to the Recipient by the Department that are not expended in implementing the project shall be returned to the Department, along with interest earned on the funds, within ninety (90) days of the expiration of the award Agreement.

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Attachment G

ANTICIPATED AUDIT REQUIREMENTS

- A. In the event that the Recipient expends State awards (i.e., State of Florida financial assistance provided to Recipient to carry out a State project) from all state government sources equal to or in excess of \$300,000 in total in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 216.3491, Florida Statutes and with applicable rules of the Executive Office of the Governor and the Comptroller, and Chapter 10.600, Rules of the Auditor General.
1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.
 2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.
 3. The complete financial audit report, including all items specified in (A) 1 and 2 above, shall be sent directly to:

Department of Community Affairs
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

State of Florida Auditor General
Attn: Ted J. Sauerbeck
Room 574, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450
 4. In determining the State funds awarded in its fiscal year, the Recipient shall consider all sources of State awards, including State funds received from the Department, except that State awards

received by a nonstate entity for Federal program matching requirements shall be excluded from consideration. The funding for this Agreement was received by the Department as a Grant and Aid appropriation.

5. In connection with the audit requirements addressed in (A) above, the Recipient shall ensure that the audit complies with the requirements of Section 216.3491(7), Florida Statutes. This includes submission of a reporting package as defined by Section 216.3491(2)(d), Florida Statutes, and Chapter 10.600, Rules of the Auditor General.
 6. If the Recipient expends less than \$300,000 in State awards in its fiscal year, an audit conducted in accordance with the provisions of Section 216.3491, Florida Statutes, is not required. In the event that the Recipient expends less than \$300,000 in State awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 216.3491, Florida Statutes, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from recipient funds obtained from other than State entities).
- B. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Department has notified the Recipient of such non-compliance.
- C. The Recipient shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of three years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the three-year period, the records shall be retained until the litigation or audit findings have been resolved.
- D. The Recipient shall have all audits completed in accordance with 216.3491, Fla. Stat. by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.

ANTICIPATED FORMAT

STATE FUNDS AWARDED AS MATCHING FUNDS FOR FEDERAL PROGRAMS:

Federal Program 1
(list Federal agency, Catalog of Federal Domestic Assistance title and number) - \$ _____

Federal Program 2
(list Federal agency, Catalog of Federal Domestic Assistance title and number) - \$ _____

[Continue Listing if Needed] \$ _____

TOTAL STATE FUNDS AWARDED FOR FEDERAL MATCH \$ _____

STATE FUNDS AWARDED PURSUANT TO SECTION 216.3491, FLORIDA STATUTES:

State Program 1
(list State agency, Catalog of State Financial Assistance title and number) - \$ _____

State Program 2
(list State agency, Catalog of State Financial Assistance title and number) - \$ _____

[Continue Listing if Needed] \$ _____

TOTAL STATE FUNDS AWARDED PURSUANT TO SECTION 216.3491, FLORIDA STATUTES \$ _____

TOTAL STATE FUNDS AWARDED \$ _____