

**STATE-FUNDED SUBGRANT AGREEMENT**

THIS AGREEMENT is entered into by and between the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the " Division"), and Lake County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. WHEREAS, the Recipient has been awarded funds for a project(s), which have been evaluated for consistency with criteria established by the Governor and Legislature; and

B. WHEREAS, the Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

C. WHEREAS, funds used for emergency shelter or critical facility projects are contingent on certification by the Division that the emergency shelter or critical facility complies with, or will comply with upon project completion, the structural considerations of ARC 4496, Standards for Hurricane Evacuation Shelter Selection;

D. WHEREAS, the Division has authority pursuant to the General Appropriations Act, for the State Fiscal Year 2006-2007, Specific Appropriation 2227A, to disburse the funds under this Agreement to eligible recipients under the Local Emergency Management Needs; and

E. WHEREAS, the Division has authority pursuant to Florida law to disburse the funds under this Agreement.

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

(1) SCOPE OF WORK.

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

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

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

(3) PERIOD OF AGREEMENT.

This Agreement shall begin **July 1, 2006** and shall end **June 30, 2009**, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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.

(5) RECORDKEEPING

(a) The Recipient 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 the Division or its designee, Comptroller, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Division or its designee, Comptroller, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division, 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 \$5,000 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 closing of title.

(b) The Recipient shall maintain all records, for the Recipient 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 - 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 Division, 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 Division.

(6) 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 Division. "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 and/or the Division with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a nonstate entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

In the event that the Recipient expends a total amount of State financial assistance equal to or in excess of \$500,000 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 215.97, Fla. Stat.; applicable rules of the Executive Office of the Governor and the Comptroller; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates State financial assistance awarded through the Division by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all sources of State financial assistance, including State funds received from the Division, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(d), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Additional information on the Florida Single Audit Act may be found at the following website: <http://www.state.fl.us/fsaa/statutes.html>.

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.
2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.
3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Community Affairs at each of the following addresses:  
Department of Community Affairs  
Office of Audit Services  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
[an electronic copy shall also be submitted to [aurilla.parrish@dca.state.fl.us](mailto:aurilla.parrish@dca.state.fl.us)]  
and

Division of Emergency Management  
Bureau of Compliance Planning and Support  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Department and the Division 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.

5. Recipients, when submitting financial reporting packages to the Department and the Division 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 the Recipient in correspondence accompanying the reporting package.

(f) 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 Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Department and the Division has notified the Recipient of such non-compliance.

(g) The Recipient shall have all audits completed in accordance with Section 215.97, 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. The audit must be submitted to the Department and the Division no later than seven (7) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) At a minimum, the Recipient shall provide the Division with quarterly reports, and with a close-out report. These reports shall include the current status and progress by the Recipient 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 such other information as requested by the Division.

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

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

(d) If all required reports and copies, prescribed above, are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they

are completed or may take such other action as set forth in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work, Attachment A.

(e) The Recipient shall provide such additional program updates or information as may be required by the Division.

(f) The Recipient shall provide additional reports and information as identified in Attachment D.

(8) MONITORING.

The Recipient 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, the Budget and Scope of Work, Attachment A is accomplished within the specified time periods, and other performance goals stated in this Agreement are achieved. Such review shall be made for each function or activity set forth in the Budget and Scope of Work, Attachment A to this Agreement, 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, Fla. Stat. (see Paragraph (6) AUDIT REQUIREMENTS, above ), monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY.

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Agreement, and shall hold the Division 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 Division, but is an independent contractor.

(b) Any Recipient who is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible to the extent provided by Section 768.28 Fla. Stat. for its negligent acts or omissions or tortious acts which result in claims or suits against the Division, 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.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make any further payment of funds hereunder shall, if the Division so elects, terminate and the Division may, at its option, exercise any of its remedies set forth in Paragraph (11), but the Division 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 the Recipient in this Agreement or any previous Agreement with the Division 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 obligations, terms or covenants contained in this Agreement or any previous agreement with the Division and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

(b) If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement, 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 Division.

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

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

(11) REMEDIES.

Upon the happening of an Event of Default, then the Division may, at its option, upon thirty (30) calendar days prior written notice to the Recipient and upon the Recipient'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 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 (13) 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 the Recipient 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 the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. requiring the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

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

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

(g) The pursuit of any one of the above remedies shall not preclude the Division from pursuing any other remedies contained herein or otherwise provided at law or in equity. No waiver by the Division 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 Division hereunder, or affect the subsequent exercise of the same right or remedy by the Division for any further or subsequent default by the Recipient.

(12) TERMINATION.

(a) The Division 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.

(b) The Division may terminate this Agreement 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 the Recipient 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, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient 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, the Recipient shall not be relieved of liability to the Division by virtue of any breach of Agreement by the Recipient. The Division 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 Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) 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.

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

Eva Thorpe, Contract Manager  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2199  
Telephone: 850.413.9939  
Fax: 850.488.7842  
Email: [eva.thorpe@dca.state.fl.us](mailto:eva.thorpe@dca.state.fl.us)

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

Gerald "Jerry" L. Smith II, Director  
Lake County Emergency Management  
315 West Main Street  
Tavares FL 32778-7800  
Telephone: (352) 343-9420

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any or all of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval prior to execution of the subcontract by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and 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. Each subcontractor's progress in performing its work under this Agreement shall be documented in the quarterly report submitted by the Recipient.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority vendor.

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

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

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Reports

Attachment D – Justification of Advance

Attachment E – Warranties and Representations

(17) 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 **\$1,000,000** subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla. Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

1.  No advance payment is requested.
2.  An advance payment of \$\_\_\_\_\_ is requested.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

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, all obligations on the part of the Division to make any further payment of funds hereunder shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of receipt of notice from the Division.

(18) REPAYMENTS

All refunds or repayments to be made to the Division 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

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Department for collection, the Department must add to the amount of the check or draft a service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the check or draft, whichever is greater.

(19) VENDOR PAYMENTS.

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

Vendors experiencing problems obtaining timely payment(s) from a state agency may receive assistance by contacting the Vendor Ombudsman at (850) 413-5516.

(20) 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 the Recipient in this Agreement, in any subsequent submission or response to Division 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 Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Affairs from all its obligations to the Recipient.

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

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

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

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

(f) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

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

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

(j) If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Division 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, Fla. Stat., and made or received by the Recipient in conjunction with this Agreement.

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

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

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient'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, Fla. Stat.

(21) STATE LOBBYING PROHIBITION.

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

(22) 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 RECIPIENT TO THE STATE OF FLORIDA.**

(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 Division 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 Division. Any and all copyrights accruing under or in connection with the performance under this Agreement are hereby transferred by the Recipient 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 Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(23) 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.

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

RECIPIENT:

ATTEST:

Lake County

\_\_\_\_\_  
James C. Watkins, Clerk to the Board of  
County Commissioners, Lake County

\_\_\_\_\_  
Welton G. Cadwell, Vice Chairman

APPROVED AS TO FORM & LEGALITY:

\_\_\_\_\_  
Sanford A. Minkoff, County Attorney

SAMAS# \_\_\_\_\_ FID# 59-60000-695

STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS

BY: \_\_\_\_\_  
W. Craig Fugate, Director

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

**EXHIBIT – 1**

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

None

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

Specific Appropriation 2227A  
CSFA: 52.010  
\$1,000,000

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

1. Sections 215.555(7)(c) and 215.559, Florida Statutes
2. Chapter 252, Florida Statutes
3. Chapter 287, Florida Statutes
4. Chapter 119, Florida Statutes
5. Chapter 60A-1, Florida Administrative Code
6. Chapter 9G-19, Florida Administrative Code

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

Attachment A

Budget and Scope of Work

Proposed Budget

Category	Anticipated Expenditure Amount
Salary and Benefits	
Other Personal/Contractual Services	\$150,000
Administrative Expenses (Limited to 5%)	
Expenses	\$100,000
Operating Capital Outlay	
Fixed Capital Outlay	\$750,000
<b>TOTAL EXPENDITURES</b>	<b>\$1,000,000.00</b>

**I. SCOPE OF WORK**

A. The Recipient shall construct a County Emergency Operations Center (EOC) within the county. Eligible reimbursement costs include, but are not necessarily limited to: Architectural and Engineering services and fees; site survey and soil testing; necessary permits and fees; civil and utilities site work; access driveways and parking; site security measures; construction of the building's superstructure, shell (envelope) and essential ancillary structures; communications infrastructure and tower(s); helipad; special inspections; mechanical, plumbing, electrical, telecommunications, conveying and security systems; lightning protection; redundant infrastructure equipment and systems (e.g., electric generators, uninterruptible power supplies, etc.); and, finish work, furnishings and equipment.

B. The EOC shall be constructed with sufficient space to house people and equipment for day-to-day and sustained continuous emergency operations, and capable of full staffing for the most extensive emergency anticipated. At a minimum, the designated EOC functional area(s) and essential shared-use area(s) shall be designed for an emergency operations staff size of 127 persons per shift.

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

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

- Design Wind Speed = 160 miles per hour (3 second gust)
- Wind Importance Factor, *I* = 1.00
- Exposure Category = C
- Directionality Factor, *K<sub>d</sub>* = 1.00

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

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

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

F. The following information related to wind loads and flooding shall be shown on the construction drawings: 1. wind design per ASCE 7 with applicable year of revision; 2. design wind speed; 3. wind importance factor  $I$ ; 4. design wind exposure; 5. wind directionality factor  $K_d$ ; 6. design internal pressure coefficient; 7. design wind pressures in terms of pounds per square foot (psf) to be used for the design of exterior component and cladding materials not specifically designed by the principal licensed design professional; 8. windborne debris impact performance criteria; and, 9. finish floor elevation with comparison reference to the 500-year flood elevation (if determined), and the base flood elevation.

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

H. The minimum design elevation of the lowest floor for the EOC and essential ancillary structures and equipment shall be located outside of or elevated above: the 500-year flood plain (if determined), or the base flood elevation plus three (3) feet, whichever is greater. The site (point maximum, one square mile) hydrologic design shall ensure that the EOC and essential ancillary structures and equipment are not flooded due to a 24 hour, 36.0 inch rainfall event applied over a precedent 24 hour, 100-year rainfall event.

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

J. The EOC shall be designed for a minimum of 72 hours of self-contained continuous operation and shall **not** be solely reliant upon off-site utilities (e.g., water, natural gas fuel, electricity, telecommunication and information technologies, etc.) The design shall ensure that the EOC is equipped with survivable communications to receive and distribute warnings, and ensure connectivity with other EOCs, the State Warning Point, adjacent jurisdictions, and key response and recovery agencies and organizations.

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

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

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

<b>PROJECT PHASE</b>	<b>Start Date</b>	<b>End Date</b>	<b>DEM Funds FY06-1589A</b>	<b>Other Funds</b>
Board Contract Approval	08/16/05			
Initial Payment of 20% in first quarter			200,000	
A&E Firm Selection		08/26/05		
Site Survey and Soil Testing	09/07/05	11/04/05		
Spatial Needs Assessment	11/03/05	03/01/06		
Preliminary Design, 70% complete	03/01/06	05/07		
Preliminary Design, 100% complete	05/07	07/07	140,000	
Regulatory Review	08/07	08/07		
Bid Document(s) Development & Award	11/07	11/07		
Notice to Proceed/Mobilization	01/08	01/08		
Construction Project Management & Special Inspections			100,000	
Construction 25% Complete	06/08	06/08	200,000	
Construction 50% Complete	08/08	08/08	200,000	
Construction 100% Complete	04/09	04/09	100,000	
Contingency			10,000	
Administrative Fees; maximum of 5%			50,000	
Sub-Totals			\$1,000,000	
TOTAL Estimated Project Cost				<b>\$40,000,000</b>

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

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

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

<b>NO.</b>	<b>System/Component</b>	<b>Description</b>	<b>Estimated Cost</b>
A.	SUBSTRUCTURE		
1010	Foundation		
1020	Slab-on-Grade		
2010	Excavation		
2020	Basement Walls		
B.	SHELL (ENVELOPE)		

	B10 Superstructure		
1010	Floor Construction		
1020	Roof Construction		
1030	Structural Frame		
1040	Load-Bearing Wall		
	B20 Exterior Enclosure		
2010	Exterior Walls		
2011	Veneer/Cladding		
2012	Louvers		
2020	Exterior Windows		
2030	Exterior Doors		
	B30 Roofing		
3010	Roof Coverings		
3020	Roof Openings		
3021	Soffits		
<b>C.</b>	<b>INTERIORS</b>		
1010	Partitions		
1020	Interior Doors		
1030	Fittings		
2010	Stair Construction		
3010	Wall Finishes		
3020	Floor Finishes		
3030	Ceiling Finishes		
<b>D.</b>	<b>SERVICES</b>		
	D10 Conveying		
1010	Elevators & Lifts		
1020	Escalators & Walks		
	D20 Plumbing		
2010	Plumbing Fixtures		
2020	Domestic Water Distribution		
2021	Back-up Potable Water System		
2040	Rainwater Drainage		
	D30 HVAC		
3010	Energy Supply		
3020	Heating System		
3030	Cooling System		
3050	Terminal & Package Units		
3090	Other HVAC Sys.		
	D40 Fire Protection		
4010	Sprinkler Sys.		
4020	Standpipe Sys.		
4030	Other Sys.		
	D50 Electrical		
5010	Elec. Service & Distribution		
5020	Lighting & Branch Wiring		
5030	Communications & Security		
5090	Other Elec. Sys.		
5091	Generator Sys.		
5092	UPS Sys.		
<b>E.</b>	<b>EQUIPMENT &amp; FURNISHINGS</b>		

1010	Commercial Equip.		
1020	Institutional Equip.		
1030	Vehicular Equip.		
1090	Other Equip.		
1091	A/V Equip.		
1092	Special Telecom		
1093	Information Tech.		
1094	Geo. Info. Sys.		
F.	SPECIAL CONSTRUCTION		
1020	Integrated Const.		
1040	Special Facilities		
1041	Generator Enclos.		
1042	Comm. Tower		
1043	Helipad		
G.	BUILDING SITEWORK		
1030	Earthwork		
2010	Roadway & Parking		
2090	Other Sitework		
2091	Security Measures		

**II. PRODUCT ITEMS**

A. Recipient shall prepare an initial timeline with key milestone activities/tasks, including start and end dates for each activity, and an estimate of cost reimbursement allocations. Table SW-1 in Scope of Work item I.L may be used to meet this product item.

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

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

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

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

F. The Recipient shall provide final project cost data as required in Scope of Work item I.M.

G. The Recipient shall provide the Division with copies of pertinent construction permits, and the certificate of occupancy upon completion of construction project.

**III. SCHEDULE OF WORK**

A. By December 31, 2006, the Recipient shall provide the Division with the Section II. above, Product Item A for review and approval. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial of funds.

B. By March 31, 2007 and at least on a quarterly basis thereafter, Recipient shall report on progress in relation to the initial timeline, and submit an invoice for reimbursement for work accomplished in accordance with the Division approved cost reimbursement allocation table referenced in Section II. above, Product Item A.

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

## **Attachment B**

### **Program Statutes and Regulations**

1. Sections 215.555(7)(c) and 215.559, Florida Statutes
2. Chapter 252, Florida Statutes
3. Chapter 287, Florida Statutes
4. Chapter 119, Florida Statutes
5. Chapter 60A-1, Florida Administrative Code
6. Chapter 9G-19 Florida Administrative Code

## **ATTACHMENT C**

### **REPORTS**

1. The Recipient shall provide the Division with quarterly financial reports, semi-annual summary progress reports and a final close-out report, all in a format to be provided by the Division.
2. Quarterly financial reports shall begin with the first quarter of the agreement period and are due to the Division no later than thirty (30) days after the end of each quarter of the agreement period; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of agreement period are December 31, March 31, June 30 and September 30.
3. The final close-out report is due sixty (60) days after termination of this Agreement.
4. If all required reports prescribed above are not provided to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraphs (10). "Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.
5. Upon reasonable notice, the Recipient shall provide such additional program updates or information as may be required by the Division.
6. All report formats provided by the Division shall be made available to the Recipient on the Division's Internet site and a hard copy will be mailed with a fully executed copy of the Agreement

ATTACHMENT D

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

Indicate by checking one of the boxes below, if you are requesting an advance. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16)(a)(b), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the recipient within the initial three months.

<p><input type="checkbox"/> <b>NO ADVANCE REQUESTED</b></p> <p>No advance payment is requested. Payment will be solely on a reimbursement basis. No additional information is required.</p>	<p><input type="checkbox"/> <b>ADVANCE REQUESTED</b></p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.</p>
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ADVANCE REQUEST WORKSHEET

If you are requesting an advance, complete the following worksheet

	DESCRIPTION	(A) FFY 2003	(B) FFY 2004	(C) FFY 2005	(D) Total
1	INITIAL CONTRACT ALLOCATION				
2	FIRST THREE MONTHS CONTRACT EXPENDITURES <sup>1</sup>				
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

<sup>1</sup> First three months expenditures need only be provided for the years in which you requested an advance. If you do not have this information, call your consultant and they will assist you.

MAXIMUM ADVANCE ALLOWED CALCULATION:

$$\text{Cell D3} \times \$ \text{DEM Award (Do not include any match)} = \text{MAXIMUM ADVANCE}$$

REQUEST FOR WAIVER OF CALCULATED MAXIMUM

- Recipient has no previous DEM contract history. Complete Estimated Expenses chart and Explanation of Circumstances below.
- Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above.  
Complete estimated expenses chart and Explanation of Circumstances below. Attach additional pages if needed.

**ESTIMATED EXPENSES**

BUDGET CATEGORY	2006-2007 Anticipated Expenditures for First Three Months of Contract
ADMINISTRATIVE COSTS (Include Secondary Administration.)	
PROGRAM EXPENSES	
TOTAL EXPENSES	

**Explanation of Circumstances:**

## Attachment E

### Warranties and Representations

#### Financial Management

Recipient'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. Recipient 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 Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure 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 Recipient, 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 Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

#### Codes of conduct.

The Recipient 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 Recipient 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 recipient.

#### Business Hours

The Recipient 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 .

Licensing and Permitting

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

.

**ATTACHMENT F**

**CONTRACTUAL FORMS PACKET**

(to be mailed with fully executed copy of Agreement)



SECOND MODIFICATION TO SUBGRANT AGREEMENT BETWEEN  
THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND  
LAKE COUNTY

This Modification is made and entered into by and between the State of Florida, Division of Emergency Management, ("the Division"), and Lake County ("Recipient") to modify DCA Contract Number 07-CP-5M-06-45-01-392, dated February 12, 2007 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant of \$1,000,000 to Recipient; and

WHEREAS, the Division and the Recipient desire to extend the term of the Agreement.

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

1. Paragraph 3 of the Agreement is hereby amended to read as follows:

This Agreement shall begin upon execution by both parties, and shall end June 30, 2012, unless terminated earlier in accordance with the provisions of paragraph 12 of this Agreement.

2. All provisions of the Agreement being modified and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective as of the date of the last execution of this Modification by both parties.
3. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

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

SECOND MODIFICATION TO SUBGRANT AGREEMENT BETWEEN  
THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND  
LAKE COUNTY

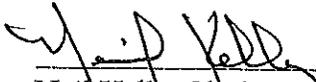
BOARD OF COUNTY COMMISSIONERS

LAKE COUNTY, FLORIDA

  
\_\_\_\_\_  
Welton G. Cadwell, Chairman

This 18<sup>th</sup> day of March 2010.

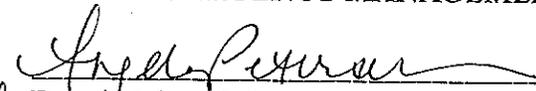
ATTEST:

  
\_\_\_\_\_  
Neil Kelly, Clerk to the Board of  
County Commissioners, Lake County

APPROVED AS TO FORM & LEGALITY:

  
\_\_\_\_\_  
Melanie N. Marsh, Acting County Attorney

DIVISION OF EMERGENCY MANAGEMENT

By:   
\_\_\_\_\_  
David Halstead, Interim Director

Date: 7.6.10  
\_\_\_\_\_

THIRD MODIFICATION TO SUBGRANT AGREEMENT BETWEEN  
THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND  
LAKE COUNTY

This Modification is made and entered into by and between the State of Florida, Division of Emergency Management, ("the Division"), and Lake County ("Recipient") to modify DCA Contract Number 07-EC-33-06-45-01-497, dated June 14, 2007 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant of \$176,815 in state funds and \$50,107 in federal funds to Recipient; and

WHEREAS the state funds of \$176,815 must be expended on or before June 30, 2012, and the federal funds of \$50,107 must be expended on or before September 30, 2010; and

WHEREAS, the Division and the Recipient desire to extend the term of the Agreement.

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

1. Paragraph 3 of the Agreement is hereby amended to read as follows:

This Agreement shall begin upon execution by both parties, and shall end June 30, 2012, unless terminated earlier in accordance with the provisions of paragraph 12 of this Agreement.

2. All provisions of the Agreement being modified and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective as of the date of the last execution of this Modification by both parties.
3. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

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

THIRD MODIFICATION TO SUBGRANT AGREEMENT BETWEEN  
THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND  
LAKE COUNTY

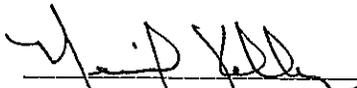
BOARD OF COUNTY COMMISSIONERS

LAKE COUNTY, FLORIDA

  
\_\_\_\_\_  
Welton G. Cadwell, Chairman

This 18th day of March 2010.

ATTEST:

  
\_\_\_\_\_  
Neil Kelly, Clerk to the Board of  
County Commissioners, Lake County

APPROVED AS TO FORM & LEGALITY:

  
\_\_\_\_\_  
Melanie N. Marsh, Acting County Attorney

DIVISION OF EMERGENCY MANAGEMENT

By:   
\_\_\_\_\_

for Name and Title: David Halstead, Interim Director

Date: 4.6.10

MODIFICATION #2 TO STATE-FUNDED SUBGRANT AGREEMENT

This Modification is made and entered into by and between the State of Florida, Division of Emergency Management, ("the Division"), and **Lake County** ("the Recipient") to modify the Division's Contract Number **07-EC-33-06-45-01-497**, dated June 14, 2007 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant of **\$176,815** in state funds to Recipient; and

WHEREAS, the Division now intends to provide additional funds to the Recipient of **\$50,107** in federal funds; and

WHEREAS, the state funds of \$176,815 must be expended on or before June 30, 2010, and the federal funds of \$50,107 must be expended on or before September 10, 2010; and

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

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

1. Paragraph 17 of the Agreement is hereby amended to increase the total funding under the Agreement to \$226,922.
2. The Budget and Scope of Work, Attachment A, to this Agreement, is hereby deleted in its entirety, and the Revised Budget and Scope of Work, Revised Attachment A-State and Revised Attachment A-Federal, to this Modification, which are attached hereto and incorporated herein by reference, are substituted in its place and stead. The revised Budget and Scope of Work, Attachment A-Federal, contains the additional provisions that apply to the added federal funding.
3. Attachment A-Federal, the Recipient understands that Phase I is approved with the condition that no construction can begin until the results of the deliverables are reviewed, and Phase II activities are approved. Failure to comply with this condition could result in the loss of all funding for this project.
4. Attachment E, Federal Audit Requirements, is attached hereto and incorporated herein by reference. Attachment E is required for compliance with federal standards.
5. Attachment F, Federal Recordkeeping, is attached hereto and incorporated herein by reference. Attachment F is required for compliance with federal standards.
6. Attachment G, Federal Standard Conditions, is attached hereto and incorporated herein by reference. Attachment G is required for compliance with federal standards.
7. Attachment H, Federal Lobbying Prohibition, is attached hereto and incorporated herein by reference. Attachment H is required for compliance with federal standards.
8. Attachment I, Federal Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, is attached hereto and incorporated herein by reference. Attachment I is required for compliance with federal standards.

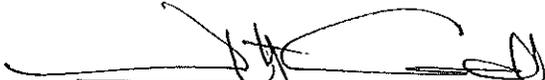
MODIFICATION #2 TO STATE-FUNDED SUBGRANT AGREEMENT

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

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

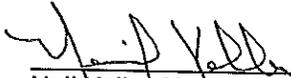
BOARD OF COUNTY COMMISSIONERS

LAKE COUNTY, FLORIDA

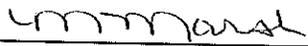
  
\_\_\_\_\_  
Welton G. Cadwell, Chairman

This 7th day of July 2010.

ATTEST:

  
\_\_\_\_\_  
Neil Kelly, Clerk to the Board of  
County Commissioners, Lake County

APPROVED AS TO FORM & LEGALITY:

  
\_\_\_\_\_  
Melanie N. Marsh, Acting County Attorney

STATE OF FLORIDA  
DIVISION OF EMERGENCY  
MANAGEMENT

BY:   
\_\_\_\_\_  
David Halstead, Interim Director  
DATE: 2/11/10

## Revised Attachment A - State

### Budget and Scope of Work

#### **I. SCOPE OF WORK**

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

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

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

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

D. The EOC shall be constructed with sufficient space to house people and equipment for day-to-day and sustained continuous emergency operations, and capable of full staffing for the most extensive emergency anticipated. At a minimum, the designated EOC functional area(s), and essential shared-use area(s) if applicable, shall be designed for an emergency operations staff size of 127 persons per shift and a workspace floor area of 10,795 gross square feet.

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

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

Design Wind Speed = 160 miles per hour (3 second gust)

Wind Importance Factor,  $I = 1.00$

Exposure Category = C

Directionality Factor,  $K_d = 1.00$

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

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

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

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

I. The lowest floor for the EOC and essential ancillary structures and service equipment shall at a minimum be elevated above: the base flood elevation plus three (3) feet; the 500-year (0.2 percent annual chance) flood elevation (if determined) plus two (2) feet; the highest recorded flood elevation plus three (3) feet if the area is not in a mapped special flood hazard area; whichever is greater. The site (point maximum, one square mile) hydrologic design shall ensure that the EOC and essential ancillary structures and service equipment are not flooded due to a 24 hour, 36.0 inch rainfall event applied over a precedent 24 hour, 100-year rainfall event.

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

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

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

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

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

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

## **II. PRODUCT ITEMS**

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

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

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

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

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

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

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

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

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

## **III. SCHEDULE OF WORK**

A. By March 31, 2010, the Recipient shall provide the Division with Product Items A and B for review and approval. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial of funds.

B. By March 31, 2010 and at least on a quarterly basis thereafter, Recipient shall report on progress in relation to the initial timeline, and submit Product Items C through H in a timely manner as accomplished. The Division shall be provided 30 calendar days to review and provide comments of product items pertaining to compliance with the scope-of-work. The Recipient shall also submit invoices for reimbursement for work accomplished in accordance with the Division approved cost reimbursement allocation schedule referenced in Product Item A.

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

D. By May 15, 2012, the Recipient shall provide final project cost estimate data as set forth in Table SW-2, certificate of occupancy, close-out documentation and final payment invoice.

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

Table SW-1. Initial Timeline and Estimated Reimbursement Allocation Schedule				
County Name: <u>Lake</u>				
PROJECT PHASE	Start Date	End Date	DEM Funds	Other Funds
Board Contract Approval				
Initial Payment of 20% in first quarter				
A&E Firm Selection				
Site Survey and Soil Testing				
Spatial Needs Assessment				
Preliminary Design, 70% complete				
Preliminary Design, 100% complete	TBD	TBD	\$226,922	
Regulatory Review				
Bid Document(s) Development & Award				
Notice to Proceed/Mobilization				
Construction Project Management & Special Inspections				
Construction 25% Complete				
Construction 50% Complete				
Construction 100% Complete				
Contingency				
Administrative Fees; maximum of 5%				
Sub-Totals			\$226,922	
TOTAL Estimated Project Cost				

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

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

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

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

**Revised Attachment A - Federal**

**Budget and Scope of Work**

As a Hazard Mitigation Grant Program project, the Recipient, Lake County, will conduct a Phase I engineering feasibility study to identify modifications needed to wind retrofit the new Emergency Operations Center complex located in the vicinity of Main Street, Tavares, Florida 32778, above the Florida Building Code. Phase I will provide funding for completion of design, surveying and permitting for this proposal. In order for Phase II to be considered for funding, Phase I deliverables must include an actual project site, a complete proposed budget and scope of work, along with engineering data from the study and engineering plans.

Phase I of this project is approved with the condition that the above list of deliverables will be submitted for review and approval by the State and FEMA before Phase II is considered. No construction work may begin until Phase I deliverables are reviewed and approved by FEMA. Failure to comply with this condition can result in the loss of all funding for this project.

The Period of Performance for this project ends on June 19, 2009.

**Schedule of Work**

State Contracting:	3 Months
Spatial Needs Assessment:	5 Months
Preliminary Design:	2 Months
Regulatory Review:	1 Months
<u>Bid Documents Development &amp; Award:</u>	<u>1 Month</u>
<b>Total Period of Performance:</b>	<b>12 Months</b>

**Line Item Budget\***

	<b>Project Cost</b>	<b>Federal Share</b>	<b>Local Share</b>
Survey, Engineering Design, Environmental Permitting:	<u>\$ 64,240.00</u>	<u>\$ 48,180.00</u>	<u>\$ 16,060.00</u>
<b>Sub-total:</b>	<b>\$ 64,240.00</b>	<b>\$ 48,180.00</b>	<b>\$ 16,060.00</b>
<u>Administrative Cost:</u>	<u>\$ 0.00</u>	<u>\$ 1,927.00</u>	<u>\$ 0.00</u>
<b>Total:</b>	<b>\$ 64,240.00</b>	<b>\$ 50,107.00</b>	<b>\$ 16,060.00</b>

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

**Funding Summary**

Federal Share:	\$48,180.00 (75%)
<u>Local Share:</u>	<u>\$16,060.00 (25%)</u>
<b>Total Project Cost:</b>	<b>\$64,240.00 (100%)</b>

Recipient Administrative Allowance up to \$1,927.00

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

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

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

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

## Attachment E

### Federal Audit Requirements

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

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

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from Recipient resources obtained from other than Federal entities).

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

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

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

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

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

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

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

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

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

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

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

## **Attachment F**

### **Federal Recordkeeping**

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

## Attachment G

### Federal Standard Conditions

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

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

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

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

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

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

## Attachment H

### Federal Lobbying Prohibition

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

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

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

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

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

Attachment I

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

**Contractor Covered Transactions**

(1) The prospective contractor of the Recipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Recipient's Name

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Division Contract Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

## Attachment J

### Federal Statement of Assurances

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

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

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

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

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

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

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

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

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

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

MODIFICATION TO SUBGRANT AGREEMENT BETWEEN  
THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND  
LAKE COUNTY

This Modification is made and entered into by and between the State of Florida, Division of Emergency Management, ("the Division"), and Lake County ("Recipient") to modify DCA Contract Number 07-EC-33-06-45-01-497, dated June 14, 2007 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant of \$176,815 to Recipient; and

WHEREAS, the Division and the Recipient desire to extend the term of the Agreement.

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

- 1. Paragraph 3 of the Agreement is hereby amended to read as follows:

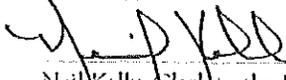
This Agreement shall begin upon execution by both parties, and shall end June 30, 2010, unless terminated earlier in accordance with the provisions of paragraph 12 of this Agreement.

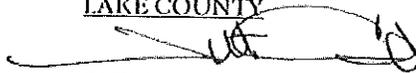
- 2. All provisions of the Agreement being modified and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective as of the date of the last execution of this Modification by both parties.
- 3. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

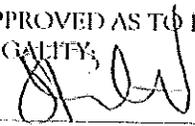
IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set out below.

RECIPIENT:

ATTEST:

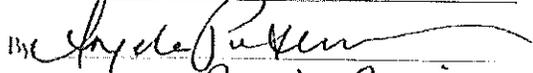
  
Neil Kelly, Clerk to the Board of  
County Commissioners, Lake County

LAKE COUNTY  
  
Welton G. Cadwell, Chairman

APPROVED AS TO FORM &  
LEGALITY,  
  
Sanford A. Minkoff, County Attorney

SAMAS# \_\_\_\_\_ FID# 59.60000-695

DIVISION OF EMERGENCY MANAGEMENT

By   
Name and Title: Policy & Finance Chief  
Date: 6.17.09

Contract Number: 07-EC-33-06-45-01-497  
CFSA#: 52.010

### STATE-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by and between the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Lake County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. WHEREAS, the Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. WHEREAS, the Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions hereinafter set forth; and

C. WHEREAS, the Division has authority to disburse the funds under this Agreement pursuant to State Fiscal Year 2006 – 2007, Chapter 2006-71, Laws of Florida, Section b. The purpose of this act implements provisions relating to county emergency operations centers and designated alternate state emergency operations centers.

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

(1) SCOPE OF WORK.

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

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

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

(3) PERIOD OF AGREEMENT.

This Agreement shall begin January 24, 2007, and shall end June 30, 2009, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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.

(5) RECORDKEEPING

(a) The Recipient 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 the Division or its designee, the Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Division or its designee, the Chief Financial Officer, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the 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 \$5,000 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 closing of title.

(b) The Recipient shall maintain all records, for the Recipient 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 - 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 Division.

(6) 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 Division. "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 Division with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a nonstate entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

In the event that the Recipient expends a total amount of State financial assistance equal to or in excess of \$500,000 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 215.97, Fla. Stat.; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates State financial assistance awarded through the Division by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all sources of State financial assistance, including State funds received from the Division, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(d), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the

provisions of Section 215.97, Fla. Stat, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Additional information on the Florida Single Audit Act may be found at the following website:

<http://www.state.fl.us/fsaa/statutes.html>.

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.
2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.
3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following:

The Division of Community Affairs at each of the following addresses:

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

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

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

The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Division or the Department of Community Affairs 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.

5. Recipients, when submitting financial reporting packages to the Division or the Department of Community Affairs 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 the Recipient in correspondence accompanying the reporting package.

(f) 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 Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.

(g) The Recipient shall have all audits completed in accordance with Section 215.97, 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. The audit must be submitted to the Division no later than nine (9) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) At a minimum, the Recipient shall provide the Division with quarterly reports, and with a close-out report. These reports shall include the current status and progress by the Recipient 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 such other information as requested by the Division.

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

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

(d) If all required reports and copies, prescribed above, are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide such additional program updates or information as may be required by the Division.

(8) MONITORING.

The Recipient 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, the Budget and Scope of Work is accomplished within the specified time periods, and other performance goals stated in this Agreement are achieved. Such review shall be made for each function or activity set forth in Attachment A to this Agreement, 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, Fla. Stat. (see Paragraph (6) AUDIT REQUIREMENTS, above ), monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient 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, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY.

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Agreement, and shall hold the Division 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 Division, but is an independent contractor.

(b) Any Recipient who is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible to the extent provided by Section 768.28 Fla. Stat. for its negligent acts or omissions or tortious acts which result in claims or suits against the Division, 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.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make any further payment of funds hereunder shall, if the Division so elects, terminate and the Division may, at its option, exercise any of its remedies set forth in Paragraph (11), but the Division 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 the Recipient in this Agreement or any previous Agreement with the Division 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 obligations, terms or covenants contained in this Agreement or any previous agreement with the Division and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

(b) If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement, 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 Division.

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

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

(11) REMEDIES.

Upon the happening of an Event of Default, then the Division may, at its option, upon thirty (30) calendar days prior written notice to the Recipient and upon the Recipient'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 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 (13) 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 the Recipient 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 the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. requiring the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

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

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

(g) The pursuit of any one of the above remedies shall not preclude the Division from pursuing any other remedies contained herein or otherwise provided at law or in equity. No waiver by the Division 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 Division hereunder, or affect the subsequent exercise of the same right or remedy by the Division for any further or subsequent default by the Recipient.

(12) TERMINATION.

(a) The Division 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 the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division 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 the Recipient 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, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient 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, the Recipient shall not be relieved of liability to the Division by virtue of any breach of Agreement by the Recipient. The Division 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 Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) 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.

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

Wendy Stewart  
Division of Emergency Management  
Bureau of Policy and Budget  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399-2100  
Telephone: (850) 922-7447  
Fax: (850) 488-7842  
Email: wendy.stewart@em.myflorida.com

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

Gerald "Jerry" L. Smith II, Director  
Lake County Emergency Management  
315 West Main Street  
Tavares FL 32778-7800  
Telephone: (352) 343-9420  
Fax: (352) 343-9728  
Email: jsmith@lakecountyfl.gov

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any or all of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval prior to execution of the subcontract by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and 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. Each subcontractor's progress in performing its work under this Agreement shall be documented in the quarterly report submitted by the Recipient.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority vendor, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

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

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Justification of Advance

Attachment D – Warranties and Representations

(17) 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 **\$176,815** subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla. Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment C. Attachment C will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

1.  No advance payment is requested.
2.  An advance payment of \$\_\_\_\_\_ is requested.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

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 or the Office of Management and Budgeting, all obligations on the part of the Division to make any further payment of funds hereunder shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of receipt of notice from the Department.

(18) REPAYMENTS

All refunds or repayments to be made to the Division 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

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay to the Division 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.

(19) VENDOR PAYMENTS.

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

Vendors experiencing problems obtaining timely payment(s) from a state agency may receive assistance by contacting the Vendor Ombudsman at (850) 413-5516.

(20) 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 the Recipient in this Agreement, in any subsequent submission or response to Division 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 Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

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

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

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

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of

disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

(f) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

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

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

(j) If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

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

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

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

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat. ) with respect to the meetings of the Recipient'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, Fla. Stat.

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

(22) 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 RECIPIENT TO THE STATE OF FLORIDA.**

(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 Division 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 transferred by the Recipient 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 Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(23) PROPERTY MANAGEMENT.

(a) Title to equipment acquired by a Recipient with State funds shall vest in the Recipient, subject to conditions of this section. The Recipient must continue the operation, maintenance, repair and administration of any equipment or other personal property purchased under this Agreement in accordance with the purposes for which the funds were originally appropriated and for the period of time expressly specified in the Agreement or, failing to do so, the Recipient must return to the Division the subgrant funds used to purchase the property.

(b) The Recipient shall not use equipment acquired with State funds to provide services to non-State outside organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Florida statute, for as long as the State retains an interest in the equipment.

(c) The Recipient shall use the equipment in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by State funds and shall not encumber the property without approval of the Division. When no longer needed for the original project or program, the Recipient shall use the equipment in connection with its other State-sponsored activities, in the following order of priority: (i) Activities sponsored by the Division, then (ii) activities sponsored by other State agencies.

(d) During the time that equipment is used on the project or program for which it was acquired, the Recipient shall make it available for use on other projects or programs if such other use will not interfere with the work on the project or program for which the equipment was originally acquired. First preference for such other use shall be given to other projects or programs sponsored by the Division; second preference shall be given to projects or programs sponsored by other State agencies. If the equipment is owned by the State of Florida, use on other activities not

sponsored by the State of Florida shall be permissible if authorized by the Division. User charges shall be treated as program income.

(e) When acquiring replacement equipment, the Recipient may use the equipment to be replaced as trade-in or sell the equipment and use the proceeds to offset the costs of the replacement equipment subject to the approval of the Division.

(f) The Recipient's property management standards for equipment acquired with State and State-owned equipment shall include all of the following.

(1) Equipment records shall be maintained accurately and shall include the following information.

(i) A description of the equipment.

(ii) Manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number.

(iii) Source of the equipment, including the award number.

(iv) Whether title vests in the Recipient or the State of Florida.

(v) Acquisition date (or date received, if the equipment was furnished by the State of Florida) and cost.

(vi) Information from which one can calculate the percentage of State participation in the cost of the equipment (not applicable to equipment furnished by the State of Florida).

(vii) Location and condition of the equipment and the date the information was reported.

(viii) Unit acquisition cost.

(ix) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Recipient compensates the Division for its share.

(2) Equipment owned by the State of Florida shall be identified to indicate State ownership.

(3) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the difference. The Recipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.

(4) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented; if the equipment was owned by the State of Florida, the Recipient shall promptly notify the Division.

(5) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(6) Where the Recipient is authorized or required to sell the equipment, proper sales procedures shall be established which provide for competition to the extent practicable and result in the highest possible return.

(g) When the Recipient no longer needs the equipment, the equipment may be used for other activities in accordance with the following standards. For equipment with a current per unit fair market value of \$5000 or more, the Recipient may retain the equipment for other uses provided that compensation is made to the Division. The amount of compensation shall be computed by applying the percentage of State participation in the cost of the original project or program to the current fair market value of the equipment. If the Recipient has no need for the equipment, the Recipient shall request disposition instructions from the Division. The Division shall determine whether the equipment can be used to meet the Division's requirements. If no requirement exists within that agency, the availability of the equipment shall be reported to the Department of Management Services by the Division to determine whether a requirement for the equipment exists in other State agencies. The Division shall issue instructions to the Recipient no later than 120 calendar days after the Recipient's request and the following procedures shall govern.

(1) If so instructed or if disposition instructions are not issued within 120 calendar days after the Recipient's request, the Recipient shall sell the equipment and reimburse the Federal awarding agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Recipient shall be permitted to deduct and retain from the State share \$500 or ten percent of the proceeds, whichever is less, for the Recipient's selling and handling expenses.

(2) If the Recipient is instructed to ship the equipment elsewhere, the Recipient shall be reimbursed by the State of Florida by an amount which is computed by applying the percentage of the Recipient's participation in the cost of the original project or program to the current fair market value of the equipment, plus any reasonable shipping or interim storage costs incurred.

(3) If the Recipient is instructed to otherwise dispose of the equipment, the Recipient shall be reimbursed by the Division for such costs incurred in its disposition.

(4) The Division may reserve the right to transfer the title to the State of Florida or to a third party named by the State when such third party is otherwise eligible under existing statutes. Such transfer shall be subject to the following standards.

(i) The equipment shall be appropriately identified in the award or otherwise made known to the Recipient in writing.

(ii) The Division shall issue disposition instructions within 120 calendar days after receipt of a final inventory. The final inventory shall list all equipment acquired with grant funds and federally-owned

equipment. If the Division fails to issue disposition instructions within the 120 calendar day period, the Recipient shall apply the standards of this section, as appropriate.

(iii) When the Division exercises its right to take title, the equipment shall be subject to the provisions for State-owned equipment.

(24) LEGAL AUTHORIZATION.

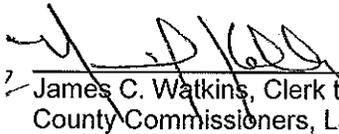
The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants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

(25) ASSURANCES.

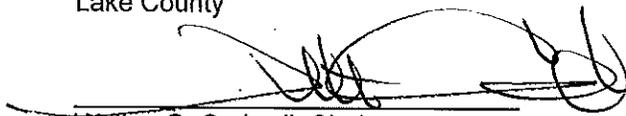
The Recipient shall comply with any Statement of Assurances. IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

RECIPIENT:

ATTEST:

  
James C. Watkins, Clerk to the Board of  
County Commissioners, Lake County

Lake County

  
Welton G. Cadwell, Chairman

APPROVED AS TO FORM & LEGALITY:

  
Sanford A. Minkoff, County Attorney

SAMAS# \_\_\_\_\_ FID# 59-60000-695

STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS

BY:   
W. Craig Fugate, Director

Date: 6-14-07

EXHIBIT - 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

NOTE: If the resources awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show total State resources awarded for matching.

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

State Project  
State of Florida – Division of Emergency Management  
CSFA # 52.010  
\$176,815

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

*List applicable compliance requirements as follows:*

1. *First applicable compliance requirement (e.g., what services/purposes resources must be used for).*
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).*
3. *Etc.*

*State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. NOTE: Instead of listing the specific compliance requirements as shown above, in the example, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.*

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

## Attachment A

### Budget and Scope of Work

#### I. SCOPE OF WORK

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

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

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

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

D. The EOC shall be constructed with sufficient space to house people and equipment for day-to-day and sustained continuous emergency operations, and capable of full staffing for the most extensive emergency anticipated. At a minimum, the designated EOC functional area(s), and essential shared-use area(s) if applicable, shall be designed for an emergency operations staff size of 127 persons per shift and a workspace floor area of 10,795 gross square feet.

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

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

Design Wind Speed = 160 miles per hour (3 second gust)

Wind Importance Factor,  $I = 1.00$

Exposure Category = C

Directionality Factor,  $K_d = 1.00$

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

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

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

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

I. The lowest floor for the EOC and essential ancillary structures and service equipment shall at a minimum be elevated above: the base flood elevation plus three (3) feet; the 500-year (0.2 percent annual chance) flood elevation (if determined) plus two (2) feet; the highest recorded flood elevation plus three (3) feet if the area is not in a mapped special flood hazard area; whichever is greater. The site (point maximum, one square mile)

hydrologic design shall ensure that the EOC and essential ancillary structures and service equipment are not flooded due to a 24 hour, 36.0 inch rainfall event applied over a precedent 24 hour, 100-year rainfall event.

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

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

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

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

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

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

*du*  
II. PRODUCT ITEMS

- 1/30/07*  
A. Per item I.N, Recipient shall prepare an initial timeline with key milestone activities/tasks schedule, including estimated start and end dates for each activity, and an estimate of state reimbursement request for each activity. Table SW-1 may be used to meet this product item.
- 1/30/07*  
B. Per item I.C, Recipient shall submit a binding written statement that the EOC will be dedicated for a period of not less than 15 years for emergency management purposes, and demonstrably capable of being fully activated within one (1) hour of detection of an emergency.
- 1/30/07*  
C. The Recipient shall provide one (1) copy each of site survey, site master plan, spatial needs assessment, and schematic design plan or preliminary design drawings for review and comment by the Division. The spatial needs assessment and schematic design plan/preliminary design may be consolidated into one document.
- 1/30/07*  
D. The Recipient shall provide one (1) set of substantially complete (approximately 70 percent) preliminary design construction drawings and specifications for the EOC and essential ancillary structures for review and comment by the Division. The construction drawings shall include site survey information, landscaping, civil, architectural, structural, mechanical, plumbing, and electrical drawings.
- 1/30/07*  
E. The Recipient shall provide one (1) set of bid-ready construction drawings and specifications for the EOC and essential ancillary structures for review by the Division. The construction drawings shall include site survey information, landscaping, civil, architectural, structural, mechanical, plumbing, and electrical drawings and shall be certified by the applicable registered or licensed design professional(s) of record.
- 1/30/07*  
F. The construction drawings shall demonstrate that the EOC will meet the hurricane hazard safety criteria of ARC 4496, and the wind load, windborne debris impact, flood and security design requirements set forth in items I.E through I.M. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial of funds.
- 1/30/07*  
G. Per item I.B, Recipient shall submit a complete HMGP application, benefit-cost analysis, environmental review and such other documentation as necessary to determine eligibility and cost allowances under said grant program. The Recipient shall also provide two cost estimates prepared by one or more certified construction contractors that document the cost of constructing the facility to meet current building code wind and flood design requirements, and the cost premium of constructing the facility to the above-code wind and flood requirements set forth in items I.E through I.J.
- 1/30/07*  
H. Per item I.O, the Recipient shall provide final project cost data. Table SW-2 shall be used to meet this product item.
- 1/30/07*  
I. The Recipient shall provide the Division with copy(s) of pertinent construction permits, the threshold inspection final report, and the certificate of occupancy upon completion of the construction project.

### III. SCHEDULE OF WORK

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

2/14/08  
B. By September 30, 2007 and at least on a quarterly basis thereafter, Recipient shall report on progress in relation to the initial timeline, and submit Product Items C through H in a timely manner as accomplished. The Division shall be provided 30 calendar days to review and provide comments of product items pertaining to compliance with the scope-of-work. The Recipient shall also submit invoices for reimbursement for work accomplished in accordance with the Division approved cost reimbursement allocation schedule referenced in Product Item A.

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

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

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

<b>Table SW-1. Initial Timeline and Estimated Reimbursement Allocation Schedule</b>				
County Name: <u>Lake</u>				
PROJECT PHASE	Start Date	End Date	DEM Funds	Other Funds
Board Contract Approval				
Initial Payment of 20% in first quarter				
A&E Firm Selection				
Site Survey and Soil Testing				
Spatial Needs Assessment				
Preliminary Design, 70% complete				
Preliminary Design, 100% complete			176,815	
Regulatory Review				
Bid Document(s) Development & Award				
Notice to Proceed/Mobilization				
Construction Project Management & Special Inspections				
Construction 25% Complete				
Construction 50% Complete				
Construction 100% Complete				
Contingency				
Administrative Fees; maximum of 5%				
Sub-Totals			\$176,815	
TOTAL Estimated Project Cost				

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

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

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

2020	Domestic Water Distribution		
2021	Back-up Potable Water System		
2040	Rainwater Drainage		
	D30 HVAC		
3010	Energy Supply		
3020	Heating System		
3030	Cooling System		
3050	Terminal & Package Units		
3090	Other HVAC Sys.		
	D40 Fire Protection		
4010	Sprinkler Sys.		
4020	Standpipe Sys.		
4030	Other Sys.		
	D50 Electrical		
5010	Elec. Service & Distribution		
5020	Lighting & Branch Wiring		
5030	Communications & Security		
5090	Other Elec. Sys.		
5091	Generator Sys.		
5092	UPS Sys.		
E.	EQUIPMENT & FURNISHINGS		
1010	Commercial Equip.		
1020	Institutional Equip.		
1030	Vehicular Equip.		
1090	Other Equip.		
1091	Audio/Video Equip.		
1092	Special Telecom		
1093	Information Tech.		
1094	Geo. Info. Sys.		
F.	SPECIAL CONSTRUCTION		
1041	Generator Enclosure		
1042	Comm. Tower		
1043	Helipad		
1090	Other		
G.	BUILDING SITEWORK		
1010	Earthwork		
1020	Roadway & Parking		
1030	Drainage & Flood Control		
1040	Security Measures		
1090	Other Sitework		

**Attachment B**

**Program Statutes and Regulations**

1. Sections 215.555(7)© and 215.559, Florida Statutes
2. Chapter 252, Florida Statutes
3. Chapter 287, Florida Statutes
4. Chapter 119, Florida Statutes
5. Chapter 60A-1, Florida Administrative Code
6. Chapter 9G-19, Florida Administrative Code

Attachment C

**JUSTIFICATION OF ADVANCE PAYMENT**

**RECIPIENT:**

Indicate by checking one of the boxes below, if you are requesting an advance. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16)(a) and (b), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the recipient within the initial three months.

**NO ADVANCE REQUESTED**

No advance payment is requested. Payment will be solely on a reimbursement basis. No additional information is required.

**ADVANCE REQUESTED**

Advance payment of \$ \_\_\_\_\_ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

**ADVANCE REQUEST WORKSHEET**

If you are requesting an advance, complete the following worksheet

DESCRIPTION		(A) FFY 2002	(B) FFY 2003	(C) FFY 2004	(D) Total
1	INITIAL CONTRACT ALLOCATION				
2	FIRST THREE MONTHS CONTRACT EXPENDITURES <sup>1</sup>				
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

<sup>1</sup> First three months expenditures need only be provided for the years in which you requested an advance. If you do not have this information, call your consultant and they will assist you.

**MAXIMUM ADVANCE ALLOWED CALCULATION:**

$$\text{Cell D3} \times \$ \text{DEM Award (Do not include any match)} = \text{MAXIMUM ADVANCE}$$

**REQUEST FOR WAIVER OF CALCULATED MAXIMUM**

- Recipient has no previous DEM contract history. Complete Estimated Expenses chart and Explanation of Circumstances below.
- Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above. Complete estimated expenses chart and Explanation of Circumstances below. Attach additional pages if needed.

**ESTIMATED EXPENSES**

<b>BUDGET CATEGORY</b>	<b>2004-2005 Anticipated Expenditures for First Three Months of Contract</b>
<b>ADMINISTRATIVE COSTS (Include Secondary Administration.)</b>	
<b>PROGRAM EXPENSES</b>	
<b>TOTAL EXPENSES</b>	

Explanation of Circumstances:

## Attachment D

### Warranties and Representations

#### Financial Management

Recipient'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. Recipient 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 Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure 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 Recipient, 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 Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

#### Codes of conduct.

The Recipient 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 Recipient 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 recipient.

#### Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from \_\_\_\_\_

Licensing and Permitting

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

**FEDERALLY-FUNDED SUBGRANT AGREEMENT**

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **LAKE COUNTY**, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK.

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

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

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin June 1, 2009 and shall end May 31, 2012, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, Common Rule: Uniform Administrative Requirements for State and Local Governments" or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement

is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

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

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.

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

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

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily 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 Division.

#### (6) 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 reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Department or the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

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

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

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to:

The Division at each of the following addresses:

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

**[also send an electronic copy to [aurilla.parrish@dca.state.fl.us](mailto:aurilla.parrish@dca.state.fl.us)]**

and

Division of Emergency Management  
Finance and Administration  
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 to any 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, the Recipient shall send a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Division at the following addresses:

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

**[also send an electronic copy to [aurilla.parrish@dca.state.fl.us](mailto:aurilla.parrish@dca.state.fl.us)]**

and

Division of Emergency Management  
Finance and Administration  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement 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) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division 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,

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

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either 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. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient 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 all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

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

(f) The Recipient shall provide additional reports and information identified in Attachment D.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division or the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division or the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. 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.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

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

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

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

(11) REMEDIES.

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

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

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

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

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

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

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

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

3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

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

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

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

(13) NOTICE AND CONTACT.

(a) 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 named below, at the address below, and this notification attached to the original of this Agreement.

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

**Chanda D. Brown  
Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
Telephone: 850-414-8538  
Fax: 850-488-7842  
Email: chanda.brown@em.myflorida.com**

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

**Gerald "Jerry" L. Smith II, Director  
Lake County  
315 West Main Street  
Tavares, Florida 32778-7800  
Telephone: 352-343-9420  
Fax: 352-343-9728  
Email: jsmith@lakecountyfl.gov**

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and 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. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority vendor, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

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

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes, Regulations and Special Conditions

Attachment C – Justification of Advance

Attachment D– Warranties and Representations

Attachment E – Certification Regarding Debarment

Attachment F – Statement of Assurances

(17) 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 **\$1,000,000** subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested below, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment C. Attachment C will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

\_\_\_\_\_ An advance payment of \$\_\_\_\_0\_\_\_\_ is requested

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any

further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(18) REPAYMENTS

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

Department of Community Affairs  
Cashier  
Fiscal Management  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED 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 the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. Additional special conditions are listed on Attachment B. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

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

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

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

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

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

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

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 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 19(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.

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

**In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed “Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion” (Attachment E) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.**

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

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

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

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

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

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

(o) 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, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

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

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

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

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

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

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.

(21) 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 RECIPIENT TO THE STATE OF FLORIDA.**

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

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

(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment F.

Contract Number: 10-DS-58-06-45-01-XXX  
CFDA Number: 97.001

FY2009 EOC FUNDING AGREEMENT FOR STATE HOMELAND SECURITY GRANT PROGRAM

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**RECIPIENT:**

**BOARD OF COUNTY COMMISSIONERS**

**LAKE COUNTY, FLORIDA**

\_\_\_\_\_  
Welton G. Cadwell, Chairman

This \_\_\_\_\_ day of \_\_\_\_\_ 2010.

**ATTEST:**

\_\_\_\_\_  
Neil Kelly, Clerk to the Board of  
County Commissioners, Lake County

APPROVED AS TO FORM & LEGALITY:

\_\_\_\_\_  
Melanie N. Marsh, Acting County Attorney

**STATE OF FLORIDA**  
**DIVISION OF EMERGENCY MANGEMENT**

By: \_\_\_\_\_

Name and Title: David Halstead, Interim Director

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



## EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

*NOTE: If the resources awarded to the Recipient are from more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.*

Federal Program

Federal agency: State Homeland Security Grant Program

Catalog of Federal Domestic Assistance title and number: 97.001

Award amount: \$1,000,000

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

*NOTE: If the resources awarded to the Recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.*

Federal Program:

*List applicable compliance requirements as follows:*

1. Recipient is to use funding to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, National Preparedness Directorate Fiscal Year 2009-10 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy.
2. Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

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

**I. SCOPE OF WORK**

A. The Recipient shall design and construct a County Emergency Operations Center (EOC) and equip the communications function within the EOC. Use of award funds shall be consistent with grant guidance published in *US Department of Homeland Security Fiscal Year 2009 Emergency Operations Center Guidance and Application Kit*, December 2008.

Eligible reimbursement costs include: Architectural and Engineering services and fees; site survey and soil testing; necessary permits and fees; civil and service utilities site work; site clearing, fill and grading, and other site development; construction of the building's substructure, superstructure, shell (exterior enclosure) and interior construction; special inspections; mechanical, plumbing, electrical, conveying and security systems; lightning protection; Leadership in Energy and Environmental Design (LEED) certification; and certain authorized equipment (e.g., standby power generator, uninterruptible power supply and communications).

B. The Recipient shall submit a binding written statement that real property acquired, improved or constructed using award funds is subject to the provisions of 44 Code of Federal Regulations, section 13.31 Real Property, and that the subject real property will be dedicated for emergency management purposes from the date of receipt of Certificate of Occupancy. The EOC shall remain demonstrably capable of being fully activated within one (1) hour of detection of an emergency; reference Rule Chapter 9G-6, Florida Administrative Code, "Emergency Management Capabilities Assessment Checklist."

C. The EOC shall be constructed with sufficient space to house people and equipment for day-to-day and sustained continuous emergency operations, and capable of full staffing for the most extensive emergency anticipated. At a minimum, the designated EOC functional area(s), and essential shared-use area(s) if applicable, shall be designed for an emergency operations staff size of 131 persons per shift and a building area of 11,135 gross square feet.

D. The Recipient shall utilize applicable Federal Emergency Management Agency (FEMA) hazard-resistance assessment and mitigation guidance during planning, design and construction; e.g., FEMA 426/452, and FEMA 361/543.

E. The EOC and essential ancillary structures and service equipment shall be designed to resist the effects of a major hurricane. The wind requirements shall be in accordance with the hurricane shelter provisions of the International Code Council's (ICC) *Standard for the Design and Construction of Storm Shelters* (ICC 500). The minimum wind loads shall include:

Design Wind Speed = 160 miles per hour (3 second gust)

Wind Importance Factor,  $I = 1.00$

Exposure Category = C

Directionality Factor,  $K_d = 1.00$

All components and cladding assemblies necessary to maintain a structurally enclosed condition and prevent rainwater intrusion shall be designed to meet the wind load criteria. Rooftop equipment shall be designed and installed to meet the wind design criteria.

F. The EOC and essential ancillary structures and service equipment shall resist penetration by windborne debris impact. At a minimum, all exterior enclosure components, claddings and assemblies (i.e., walls, roofs, louvers, windows, doors, etc.) located within 60 feet in height above finish grade shall meet the hurricane windborne debris impact criteria established in ICC 500. That is, the building enclosure must resist penetration by a nominal 2"x4" lumber plank weighing 9 pounds propelled at 64 miles per hour (93.9 feet per second) striking end-on and normal to the assembly surface, or equivalent performance as approved by the Division.

G. The lowest floor for the EOC and essential ancillary structures and service equipment shall at a minimum be elevated above: the base flood elevation plus three (3) feet; the 500-year (0.2 percent annual chance) flood elevation (if determined) plus two (2) feet; the highest recorded flood elevation plus three (3) feet if the area is not in a mapped special flood hazard area; whichever is greater. The site (point maximum, one square mile) hydrologic design shall ensure that the EOC and essential ancillary structures and service equipment are not flooded due to a 24 hour, 36.0 inch rainfall rate applied over an environment with precedent saturated soil conditions and negligible drainage retention capacity.

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

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

J. The construction documents shall provide wind and flood design information that is consistent with ICC 500 section 107.2.

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

L. Security measures shall be consistent with the guidance published in Automated Critical Asset Management System (ACAMS), *Reference Manual to Mitigate Potential Terrorist Attacks Against Buildings* (FEMA 426) or other federal or state recognized best-practices guide(s) as approved by the Division.

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

## **II. DELIVERABLES**

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

B. Per deliverable I.B, Recipient shall submit a binding written statement that the EOC will be dedicated for emergency management purposes, and demonstrably capable of being fully activated within one (1) hour of detection of an emergency.

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

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

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

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

G. Upon final completion of building construction, the Recipient shall provide the Division with a copy of "as-built" or final construction drawings and specifications with signature of designer(s) of record, final threshold inspection report with signature of special inspector(s) of record, building envelope wind and debris impact performance test reports, certifications or notices-of-acceptance, and the certificate of occupancy.

### **III. SCHEDULE OF WORK**

A. By March 30, 2010, the Recipient shall provide the Division with deliverable II.A for review and approval. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial of funds.

B. By June 30, 2010 and at least on a quarterly basis thereafter, Recipient shall report on progress in relation to the initial timeline, and submit Deliverables II.B through G in a timely manner as accomplished. The Division shall be provided 15 business days to review and provide comments of deliverables pertaining to compliance with the scope-of-work. The Recipient shall also submit invoices for reimbursement for work accomplished in accordance with the Division approved cost reimbursement allocation schedule referenced in Deliverable A.

C. By September 15, 2013, the Recipient shall provide close-out documentation and final payment invoice.

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

<b>Table SW-1. Initial Timeline and Estimated Reimbursement Allocation Schedule</b> FY 09 DHS EOC Grant Program County Name: <u>Lake</u>				
PROJECT PHASE	Start Date	End Date	DEM Funds	Other Funds
Board Contract Approval				
Initial Payment of 20% in first quarter				
A&E Firm Selection				
Site Survey and Soil Testing				
Spatial Needs Assessment				
Preliminary Design, 70% complete				
Preliminary Design, 100% complete				
Regulatory Review				
Bid Document(s) Development & Award				
Notice to Proceed/Mobilization				
Construction Project Management & Special Inspections				
Construction 25% Complete				
Construction 50% Complete				
Construction 100% Complete			\$1,000,000	
Contingency				
Administrative Fees; maximum of 5%				
Sub-Totals			\$1,000,000	
TOTAL Estimated Project Cost				

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

**IV. Programmatic Point of Contact**

Contractual Point of Contact	Programmatic Point of Contact
Chanda D. Brown FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 414-8538 chanda.brown@em.myflorida	Danny Kilcollins FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 413-9859 danny.kilcollins@em.myflorida.com

**V. Contractual Responsibilities**

- The FDEM shall determine eligibility of projects and approve changes in scope of work.
- The FDEM shall administer the financial processes.

**Attachment B**  
**Program Statutes, Regulations and Special Conditions**

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

**Special Conditions**

1. The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to Department of Homeland Security grants are listed below:
  - A. Administrative Requirements
    - 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
    - 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
  - B. Cost Principles
    - 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
    - 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
    - 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
    - Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

### C. Audit Requirements

- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
  3. The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2009 Homeland Security Grant Program guidance and application kit.
  4. The recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
  5. Each State/UASI jurisdiction will contribute in full any cost share amount as submitted in the Investment Justification.

**Attachment C**

**JUSTIFICATION OF ADVANCE PAYMENT**

**RECIPIENT:**

Indicate by checking one of the boxes below, if you are requesting an advance. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the Recipient within the initial three months of the Agreement.

**NO ADVANCE REQUESTED**

No advance payment is requested. Payment will be solely on a reimbursement basis. No additional information is required.

**ADVANCE REQUESTED**

Advance payment of \$ \_\_\_\_\_ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

**ADVANCE REQUEST WORKSHEET**

If you are requesting an advance, complete the following worksheet

		(A) FFY	(B) FFY	(C) FFY	(D) Total
1	<b>INITIAL CONTRACT ALLOCATION</b>				
2	<b>FIRST THREE MONTHS CONTRACT EXPENDITURES<sup>1</sup></b>				
3	<b>AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)</b>				

<sup>1</sup> First three months expenditures need only be provided for the years in which you requested an advance. If you do not have this information, call your consultant and he or she will assist you.

**MAXIMUM ADVANCE ALLOWED CALCULATION:**

$$\begin{array}{c}
 \text{Cell D3} \\
 \hline
 \end{array}
 \times \$ \begin{array}{c}
 \text{DEM Award} \\
 \text{(Do not include any match)} \\
 \hline
 \end{array}
 = \begin{array}{c}
 \text{MAXIMUM} \\
 \text{ADVANCE} \\
 \hline
 \end{array}$$

**REQUEST FOR WAIVER OF CALCULATED MAXIMUM**

- Recipient has no previous DCA/DEM contract history. Complete Estimated Expenses chart and Explanation of Circumstances below.
- Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above.

Complete Estimated Expenses chart and Explanation of Circumstances below. Attach additional pages if needed.

**ESTIMATED EXPENSES**

<b>BUDGET CATEGORY</b>	<b>2009-2010 Anticipated Expenditures for First Three Months of Contract</b>
<b>ADMINISTRATIVE COSTS (Include Secondary Administration.)</b>	
<b>PROGRAM EXPENSES</b>	
<b>TOTAL EXPENSES</b>	

**Explanation of Circumstances:**

**Attachment D**  
**Warranties and Representations**

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct

The Recipient 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, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient 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 the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from \_\_\_\_\_

Licensing and Permitting

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

**Attachment E**

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

**Subcontractor Covered Transactions**

- (1) The prospective subcontractor of the Recipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Recipient's Name

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
DCA Contract Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

**Attachment F**  
**Statement of Assurances**

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

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

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

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

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

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

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

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

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