

COUNTY ADMINISTRATOR

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Capital Expenditures					
Operating Costs	50,000				
External Revenues	(50,000)				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	0				
# ADDITIONAL FTE POSITIONS (Cumulative)	0				

Is Item Included In Current Budget? Yes ☐ No ☒

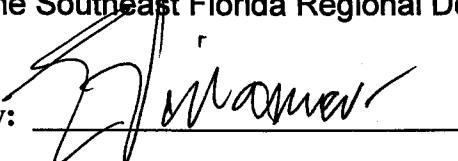
Budget Account No. Exp: Fund 1427 Department 662 Unit 7282 Object 3401

Rev: Fund 1427 Department 662 Unit 7282 Object 3129

B. Recommended Sources of Funds/Summary of Fiscal Impact:

The sub-grant agreement with Miami-Dade will fund the consulting contract with MTSS, IT Solutions to customize WEBEOC, the standard crisis and emergency management information system of the Southeast Florida Regional Domestic Security Task Force.

C. Departmental Fiscal Review:



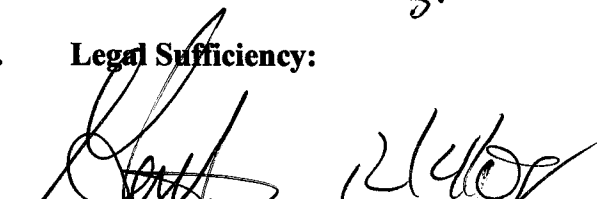
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Atwillhite 11-25-08
 11/24/08 OFMB
 11/24/08
 11/24/08

Don J. Jant 12/2/08
 Contract Administration

B. Legal Sufficiency:


 12/4/08
 Assistant County Attorney

The contract and sub-grant agreement comply with all review requirements

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

**SUB AWARD AGREEMENT
FOR PLANNING ACTIVITIES ON FOR REGIONAL DOMESTIC SECURITY TASK FORCE**

This Sub Award Agreement ("Agreement") is entered into by and between Miami-Dade County ("County") and Palm Beach County Emergency Management Division (Division) for the purpose of carrying out FY 2005 State Homeland Security Grant Program objectives.

WHEREAS, the State of Florida Department of Community Affairs and Miami-Dade County entered into a Federally Funded Sub Grant, Contract Number: 07DS-3W-11-23-02-459 for the period beginning 7/1/2005 to 3/31/2009, incorporated herein as Attachment B; and

WHEREAS, the Miami-Dade County Board of County Commissioner's has authorized the County to enter into sub award agreements for applying for and receiving Homeland Security Grants through Resolution 1019-07, incorporated herein as Attachment C; and

WHEREAS, Palm Beach County Emergency Management Division is an fully qualified and eligible sub awardee;

NOW, THEREFORE, in consideration of the foregoing, the County and the Division do mutually agree as follows:

(1) SPENDING PLAN AND SCOPE OF WORK

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

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

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

(3) PERIOD OF AGREEMENT

This Agreement shall become effective on the date of its execution by the County and shall end on March 31, 2009 unless terminated earlier in accordance with the provisions set forth in Attachments B and C.

(4) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Division shall be reimbursed for costs incurred in the satisfactory performance of the Spending Plan and the Scope of Work in an amount not to exceed \$50,000 subject to the availability of funds from the State of Florida Contract, Attachment B.

(b) The Division shall comply with all applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Whenever required by law or otherwise permitted, the Division shall utilize competitive practices.

(c) The Division shall comply with all applicable hiring laws, rules and regulations of personnel associated with this award that will be implemented according to the Scope of Work.

(d) Requests for reimbursement shall be submitted to the Miami-Dade Fire Rescue Department: Attn: Gina Drakes, Grants Management Bureau. Reimbursement for eligible expenditures will be made only upon the satisfactory presentation of required supporting documents.

(e) Any payments due under the terms of this Agreement may be withheld pending the receipt and approval by the County of all reports and documents which the Division is required to submit to the County pursuant to the terms of this Agreement.

(f) Encumbrances, purchase orders, or signed contracts do not qualify as incurred costs.

(g) No advance funding to the Division will be provided.

(5) REPORTS

The Division shall provide budget, financial, and performance reports to the County. These reports are due within 30 days after the end of each calendar quarter that the Agreement is active. A close out report is due 45 days after termination of this Agreement or upon completion of the activities contained in this Agreement.

(6) AUDITS AND RECORDS

(a) Audit required. Non-Federal entities that expend \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) or more in a year in Federal awards shall have a single audit conducted in accordance with the provisions of OMB Circular 133 except when they elect to have a program-specific audit conducted in accordance with the OMB Circular 133.

(b) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with OMB Circular 133.5. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

(c) Exemption when Federal awards expended are less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*). Non-Federal entities that expend less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in §215(a), of OMB Circular 133, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

(d) The County reserves the right to require the Division to submit to an audit by Miami-Dade County's Audit and Management Services Department or other auditor of the County's choosing, at the Division's expense. The Division shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Division shall retain all records pertaining to this Agreement and upon request make them available to the County for five years from the date the Audit Report is issued. The Division agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

(e) The Division shall submit to the County an annual audit report in triplicate as required by OMB Circular 133, no later than nine months after the close of the fiscal year.

(f) The Division shall retain all records relating to the program in accordance with Federal rules, laws and regulations, the grant agreement and this Agreement.

(g) The Division shall allow the County, federal personnel, or any person authorized by the County full access to and the right to examine any of the contract records during the required Retention Period.

(h) The Division shall maintain all records, pertaining to this Agreement, in accordance with generally accepted accounting principles, procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided directly or indirectly by this Agreement.

(i) The Division shall maintain all records in accordance with Title 28, CFR Part 66.42 and DOJ Financial Guide, Part III, Chapters 6 and 12.

(j) The Division shall notify the County in writing, both during the term of this Agreement and after its expiration as part of the final closeout procedure, of the address where all Agreement records will be retained.

(7) MONITORING

The Division shall permit the County and other persons duly authorized by the County, including representatives of the State of Florida, to inspect all contract records, facilities, equipment, materials, and services of the Division which are in any way connected to the activities undertaken pursuant to the terms of this Agreement, and/or to interview any clients, employees, subcontractors, or assignees of the Division. Following such inspection or interviews, the County will deliver to the Division a report of its findings, and the Division will rectify all deficiencies cited by the County within the specified period of time set forth in its report.

(8) CONFLICTS WITH APPLICABLE LAW

If any provision of this Agreement conflicts with any applicable law or regulation, only the conflicting provision shall be deemed by the parties here to be modified to be consistent with the law or regulation or to be deleted if modification is impossible. However, the obligations under this Agreement, as modified, shall continue and all other provisions of this Agreement shall remain in full force and effect.

(9) MODIFICATIONS

Either party may request modification of the provisions of this Agreement. No change to the terms and conditions shall be effective until agreed to and signed by each of the parties hereto. Changes to the amount of funding may be accomplished by notice from the County to the Division and shall be considered to have been modified upon receipt by the County of a written notice by the State of Florida of acceptance and receipt of a budget which details the proposed expenditure of additional funds. Any modifications to the Spending Plan that do not

increase the overall cost or change the Scope of Work which is approved in writing by the County do not require a written modification to this Agreement.

(10) ASSURANCES

The Division shall comply with the Statement of Assurances set forth in Attachment F, page 26, to the State of Florida Contract, and Attachment B to this Agreement.

(11) ATTACHMENTS

This Agreement has the following attachments:

Attachment A-Spending Plan and Scope of Work
Attachment B-State of Florida contract with Miami-Dade County
Attachment C-OMB applicable references
Attachment D-Position description

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

(12) AUTHORIZATION

Sub-Awardee.

County Contract Mgr.

Jeff Koons

**JOHN F. KOONS
CHAIRMAN**

Gina Drakes

Sub Awardee

Miami-Dade County

By: _____ Date: _____

By: _____ Date: _____

Name: Jeff Koons

Name: _____

Title: Chair, Palm Beach County, BCC

Title: _____

Approved to Terms & Conditions:


Vince Bonvento, Asst County Administrator

ATTACHMENT A

Spending Plan and Scope of Work

I. Spending Plan

The State of Florida Department of Community Affairs has executed a sub award agreement with Miami-Dade County for allowable planning activities under that State Homeland Security Grant program. Expenses for the hiring of full-time or part time staff, including contractors and consultants to assist in the planning activities are allowable. Such costs are not to exceed \$50,000.

See Attachment A

II. Scope of Work

The Division shall be reimbursed for allowable planning costs up to the amounts specified in the Spending Plan for the successful achievement of the goals and objectives of the State Homeland Security Grant program upon the satisfactory presentation of required supporting documentation and in accordance with policies and procedures set forth in this Agreement and Attachments B and C and D.

**SUB AWARD AGREEMENT
FOR STATE PLANNER FOR REGIONAL DOMESTIC SECURITY TASK FORCE**

This Sub Award Agreement ("Agreement") is entered into by and between Miami-Dade County ("County") and Palm Beach County Emergency Management Division (Division) for the purpose of carrying out FY 2005 State Homeland Security Grant Program objectives.

WHEREAS, the State of Florida Department of Community Affairs and Miami-Dade County entered into a Federally Funded Sub Grant, Contract Number: 07DS-3W-11-23-02-459 for the period beginning 7/1/2005 to 3/31/2009, incorporated herein as Attachment B; and

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WHEREAS, Palm Beach County Emergency Management Division is an fully qualified and eligible sub awardee;

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(b) The Division shall comply with all applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Whenever required by law or otherwise permitted, the Division shall utilize competitive practices.

(c) The Division shall comply with all applicable hiring laws, rules and regulations of personnel associated with this award that will be implemented according to the Scope of Work.

(d) Requests for reimbursement shall be submitted to the Miami-Dade Fire Rescue Department: Attn: Gina Drakes, Grants Management Bureau. Reimbursement for eligible expenditures will be made only upon the satisfactory presentation of required supporting documents.

(e) Any payments due under the terms of this Agreement may be withheld pending the receipt and approval by the County of all reports and documents which the Division is required to submit to the County pursuant to the terms of this Agreement.

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(b) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with OMB Circular 133.5. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

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(e) The Division shall submit to the County an annual audit report in triplicate as required by OMB Circular 133, no later than nine months after the close of the fiscal year.

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increase the overall cost or change the Scope of Work which is approved in writing by the County do not require a written modification to this Agreement.

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Attachment C-OMB applicable references
Attachment D-Position description

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

(12) AUTHORIZATION

Sub-Awardee Contract Mgr.

County Contract Mgr.

Gina Drakes

Sub Awardee

Miami-Dade County

By: _____ Date: _____

By: _____ Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTACHMENT A

Spending Plan and Scope of Work

I. Spending Plan

The State of Florida Department of Community Affairs has executed a sub award agreement to Miami-Dade County for the purpose of hiring one Full Time Employee (FTE) to track and monitor Regional grant funded assets. Only costs associated with salary and benefits are allowable. Such costs are not to exceed \$50,000.

See Attachment A

II. Scope of Work

The Division shall be reimbursed for personnel costs up to the amounts specified in the Spending Plan for the successful achievement of the goals and objectives of the State Homeland Security Grant program upon the satisfactory presentation of required supporting documentation and in accordance with policies and procedures set forth in this Agreement and Attachments B and C and D.



Always Ready, Proud To Serve

Serving Unincorporated
Dade County and the
Municipalities of:

Aventura
Bal Harbour
Bay Harbor Islands
Biscayne Park
Doral
El Portal
Florida City
Golden Beach
Hialeah Gardens
Homestead
Indian Creek
Islandia
Medley
Miami Gardens
Miami Lakes
Miami Shores
Miami Springs
North Bay Village
North Miami
North Miami Beach
Opa-locka
Palmetto Bay
Pinecrest
South Miami
Sunny Isles
Surfside
Sweetwater
Virginia Gardens
West Miami

October 31, 2008

Miami-Dade Fire Rescue Department
9300 N.W. 41st Street
Doral, Florida 33178-2414
T 786-331-5000

miamidade.gov

Charles Tear, Director
Palm Beach County
Division of Emergency Management
20 S. Military Trail
West Palm Beach, FL 33415

Re: SHSGP Sub-Award Agreement

RECEIVED
NOV 03 2008

Dear Mr. Tear:

Enclosed for your attention are two (2) copies of the FY 2005 State Homeland Security Grant Program (SHSGP) Sub-Award Agreement between Palm Beach County Emergency Management Division and Miami-Dade County.

Prior to the execution of this Agreement please review the Audit Requirements in its entirety and have both copies of this agreement signed by the appropriate authorized representative.

Please return both signed copies of this agreement to:

Miami-Dade Fire Rescue
Grants Management Bureau
Attn: Gina Drakes
9300 NW 41 Street
Doral, FL 33178

If you should have any questions you may reach me at 786-331-4473 or via email: ggong@miamidade.gov.

Sincerely,

Gina Drakes

Gina Drakes, Administrative Officer III
Grants Management Bureau

GD/khb

//



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
"State Emergency Response Team"

CHARLIE CRIST
Governor

W. CRAIG FUGATE
Director

April 25, 2007

Ms. Allie Grande
Miami-Dade Fire Rescue Department
Grants Management Bureau
9300 NW 41st Street
Miami, Florida 33178

Re: Agreement # 07DS-3W-11-22-02-459

Dear Mr. Grande:

Enclosed is your fully executed agreement between Miami-Dade Fire Rescue Department and the Division of Emergency Management. Under section (13)(c), Notice and Contact, of this Agreement, you have been identified as the Representative of the Recipient responsible for the administration of this Agreement. Therefore, it is your responsibility to thoroughly read, understand and oversee the compliance of all the conditions within this Agreement.

Attached is the complete package of forms identified in Section (7) (a) through (e). It is very important that these reports be fully completed and remitted within the time frames specified under Section (7). Failure to supply this information in a timely manner can cause non-compliance of this Agreement or a delay in processing your reimbursement requests.

If you have any questions in this regard, please contact me at (850) 413-9966 or by e-mail: dianne.smith@em.myflorida.com.

Sincerely,

Dianne Smith, Planning Manager
Preparedness Monitoring Unit
Bureau of Preparedness

Enclosures

2655 SHUMARD OAK BOULEVARD • TALLAHASSEE, FLORIDA 32399-2100
Phone: 850.413.9969 Suncom: 850.293.9969 FAX: 850.488.1016
Internet address: <http://www.FloridaDisaster.org>

LONG TERM RECOVERY OFFICE • 36 SKYLINE DRIVE • LAKE MARY, FLORIDA 32746
Phone: 407-268-8899 FAX: 407-268-8977

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
2005 State Homeland Security Grant Program (SHSGP- #8b)
CONTRACTUAL FORMS and REQUIREMENTS

Quarterly Financial History Report/ Status Report (Form 1 and Form 2):

1. These reports must be completed in full quarterly. **These are required reports and must be submitted within 30 days of the end of each report period in order to be considered in compliance with the terms of the contract.**
2. These reports are to include, but not be limited to, the work that has been completed, the work in progress and the timeline of the work left to be completed. If any delays from the original timeline have occurred, specify the reason and revise the completion timeline.
3. If expenditures do not occur during a given report period, Form 1 and 2 should be submitted with complete information clearly linked to the project.

Reimbursement Request (Form 3) and Detail of Claims (Form 4):

1. These forms are to be filed as needed. Complete Form 3 by filling in all items as needed.
2. The Detail of Claims form must accompany the Reimbursement Request form.
3. The Reimbursement Request form must be signed by the contract manager or someone with equal authority.

Claims are to be submitted to the following address:

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
BUREAU OF COMPLIANCE PLANNING AND SUPPORT
FINANCE/GRANTS SECTION – Attn: (Grant Manager's name)
2555 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-2100

Close Out Report - (Form 5):

1. Close Out Reports are due as soon as the final payment has been made and all final expenditures have occurred.
2. The contract cannot be considered closed until the Close Out Report has been received.

Documentation of project expenditures:

1. Grantees must maintain documentation of expenditures for a minimum period of five years following the close of project/program operations unless audits require a longer period of time.
2. Grantees should maintain a financial file with copies of back-up documentation for all paid project/program expenditures made by the grantee during the grant period. Documentation of expenditures against the program will be reviewed and verified during on-site monitoring visits or when necessary by the DEM staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, payroll vouchers, journal transfers, etc. Backup documentation of expenditures should not be sent to the DEM.
3. In order to document hours worked on the program by permanent or temporary staff, the grantee may use its own time and attendance forms.
4. All claims for reimbursement of expenditures must be submitted on the approved DCA financial reporting forms. Claims not submitted on the proper form cannot be processed and will be returned for corrections.

IF YOU WISH TO OBTAIN THESE FORMS ELECTONICALLY, PLEASE NOTIFY YOUR CONTRACT MANAGER

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
FINANCIAL HISTORY REPORT/QUARTERLY STATUS REPORT
FORMS 1 AND 2

GRANTEE: _____

AGREEMENT # _____

(check one) QUARTERLY REPORTING DUE DATES _____ JANUARY 1 – MARCH 31 – Due no later than April 30 _____ APRIL 1 – JUNE 30 – Due no later than July 31 _____ JULY 1 – SEPTEMBER 30 – Due no later than OCTOBER 31 _____ OCTOBER 1 - DECEMBER 31 – Due no later than January 31

FINANCIAL HISTORY REPORT
THIS IS A REQUIRED DOCUMENT AND MUST BE SUBMITTED QUARTERLY

CUMULATIVE	FUNDS EXPENDED
1. Planning Costs	
2. Management and Administration Costs	
3. TOTAL EXPENDITURES	

TOTAL PAYMENTS PREVIOUSLY RECEIVED _____

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed _____
Contract Manager or Financial Officer

QUARTERLY STATUS REPORT
THIS IS A REQUIRED DOCUMENT AND MUST BE SUBMITTED QUARTERLY

This information must be clearly linked to the project **TIMELINE, DELIVERABLES AND THE SCOPE OF WORK.**
Report events, progress, delays, etc. that pertain to this project

Attach additional pages(s) if needed)

Grantee	Payment date
Address	Payment #
	Phone #
Agreement #	Agreement Amount

THIS MUST BE ACCOMPANIED BY THE DETAIL OF CLAIMS FORM

- I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

TO BE COMPLETED BY DEM STAFF

AGREEMENT AMOUNT	_____
PREVIOUS PAYMENT(S)	_____
THIS PAYMENT	_____
REMAINING BALANCE	_____

**TOTAL AMOUNT TO BE PAID
ON THIS INVOICE**

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
DETAIL OF CLAIMS – FORM 4A**

PLEASE SUBMIT A SEPARATE FORM (4) FOR EACH OF THE FOLLOWING CATEGORIES

1. Planning Expenditures
2. Management and Administration Expenditures

CATEGORY _____
SELECT CATEGORY FROM LIST

GRANTEE: _____ **AGREEMENT #** _____

COST INCURRED DURING THE PERIOD OF _____

[illegible]

1. FORM MUST BE COMPILED FROM FORM 4B BY CATEGORY
2. FORM MUST ACCOMPANY THE REIMBURSEMENT REQUEST

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
DETAIL OF CLAIMS – FORM 4B**

**THIS FORM IS BACKUP AND MUST ACCOMPANY THE REIMBURSEMENT REQUEST
AND DETAIL OF CLAIMS, FORM 4A
Budget Detail Worksheet**

The Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award for issue 08 as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this contract, contact the contract manager listed in this contract via email or letter.

Budget Detail Worksheet #08 – Eligible Activities			
Allowable Planning Costs	Quantity	Unit Cost	Total Cost
Public Education/Outreach			
Develop and implement homeland security support programs and adopt ongoing DHS national initiatives			
Develop and enhance plans and protocols			
Develop or conduct assessments			
Establish, enhance, or evaluate Citizen Corps-related volunteer programs			
Conferences to facilitate planning activities			
Materials required to conduct planning activities			
Travel/per diem related to planning activities			
Eligible Management and Administration Costs (management and administration costs may not exceed 2.5% of the Recipient's total award)			
Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the <i>OJP Financial Guide</i> at http://www.ojp.usdoj.gov/FinGuide).			
Acquisition of authorized office equipment, including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.			
The following are allowable only within the contract period: o Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc. o Leasing and/or renting of space for newly hired personnel to administer programs within FY05 SHSGP.			
TOTAL			33,694.00

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
2555 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-2100
FORM 5
CLOSE-OUT REPORT

This Form Should Be Completed And Submitted To The Department No
Later Than Sixty (60) Days After The Termination Date Of The Agreement

GRANTEE	AGREEMENT #
ADDRESS	AGREEMENT AMOUNT
CITY AND STATE	AGREEMENT PERIOD

(1) COST CATEGORIES	(2) TOTAL EXPENDITURES
1 Planning Costs	
2. Management and Administration Costs	
3. TOTAL EXPENDITURES	

(3) FUNDS RECEIVED UNDER THIS AGREEMENT Date	(4) Amount
1.	
2.	
3.	
4.	
5.	
6.	
7. TOTAL	

Total Funds Received From
The Division of Emergency Management
Agreement (column 4, Line 7)
Less Total Grant Award Expenditures
(Col. 2, Line 7)
Equal Balance of Agreement Owed to DEM

Refund Due to State? Yes No

If Yes, Refund Check Enclosed? Yes No

If No, Enter Date Refund will be submitted

Agreement Amount	
Less Total Funds Received under this Agreement (Column 4, Line 7)	
Balance of Agreement	

Refund and/or final interest check are due no later than
ninety (90) days after the expiration date of the Agreement.

I hereby certify that the above costs are true and valid
costs incurred in accordance with the project
Agreement, and that the matching funds, in-kind or
cash, were utilized toward the project in this Agreement.

Make Check Payable to:
Cashier
Department of Community Affairs

Signed _____
Contract Manager or Financial Officer

Mail to:
Department of Community Affairs
Division of Emergency Management
2555 Shumard Oaks Boulevard
Tallahassee, Florida 32399-2100

Date _____

FEDERALLY-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by and between the State of Florida, Department of Community Affairs, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and the Miami-Dade Emergency Management, (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 Department 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 Department has authority pursuant to Florida law to disburse the funds under this Agreement.

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

(1) SCOPE OF WORK

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

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

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

(3) PERIOD OF AGREEMENT

This Agreement shall begin July 1, 2005, and shall end December 31, 2007, 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) As applicable, Recipient's performance under this Agreement shall be subject to the federal ACommon 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 High 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 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 Department or its designee, 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 Department or its designee, 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.

(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 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.

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

(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 Department. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

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

(d) 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 Department 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 Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions 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).

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

and

Department of Community Affairs
Bureau of Preparedness and Response
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

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

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

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

(f) 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 Department at each of the following addresses:

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

and

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

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

(h) Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

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

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Department 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 Department with semi-annual 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 Department.

(b) Semi-annual reports are due to be received by the Department no later than 30 days after the end of each period of the program year and shall continue to be submitted each period until submission of the administrative close-out report. The ending date for the period of the program year is 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 Department or are not completed in a manner acceptable to the Department, the Department may withhold further payments until they are completed or may take such other action as set forth in Paragraph (11) REMEDIES. "Acceptable to the Department" 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 Department.

(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 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 semi-annual 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 Department 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 Department. In the event that 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 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 Comptroller or Auditor General. In addition, the Department 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 Department harmless against all claims of whatever nature by third

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

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

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Department to make any further payment of funds hereunder shall, if the Department so elects, terminate and the Department may, at its option, exercise any of its remedies set forth in Paragraph (11), but the Department may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

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

(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 Department.

(c) If any reports required by this Agreement have not been submitted to the Department 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 Department 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 Department for the amount of costs incurred for any items determined to be ineligible;

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

(f) 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 Department from pursuing any other remedies contained herein or otherwise provided at law or in equity. No waiver by the

Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient.

(12) TERMINATION.

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

(b) The Department 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 Department by virtue of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, withhold any payments to the Recipient for purpose of set-off until such time as the exact amount of damages due the Department from the Recipient is determined.

(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 Department contract manager for this Agreement is:

Ms. Dianne Smith, Planning Manager
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-413-9966
Fax: 850-488-7842
Email: dianne.smith@dca.state.fl.us

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

Ms. Allison Grande
Miami-Dade Fire Rescue Department
Grants Management Bureau
9300 NW 41st Street
Miami, Florida 33178
Telephone: 786-331-4472
Fax: 786-331-4471
E-mail: allie.grande@miamidade.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 Department 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 Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. Each subcontractor's progress in

performing its work under this Agreement shall be documented in the semi-annual report submitted by the Recipient.

For each subcontract, the Recipient shall provide a written statement to the Department 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 -- Justification of Advance

Attachment D -- Warranties and Representations

Attachment E -- Certification Regarding Debarment

Attachment F -- 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 \$75,000 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 Department 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. 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, 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 Comptroller or the Office of Management and Budgeting, all obligations on the part of the Department 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 Department under this Agreement are to be made payable to the order of "Department of Community Affairs", and mailed directly to the Department at the following address:

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

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 Department 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 Department 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) 488-2924 or by calling the State Comptroller's Hotline at 1-800-848-3792.

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

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

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

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

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

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

(f) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted 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) 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 Department (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each prospective subcontractor which Recipient intends to fund under this Agreement. Such form must be received by the Department prior to the Recipient entering into a contract with any prospective subcontractor.

(i) 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.

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

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

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

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

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

(21) LOBBYING PROHIBITION

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

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

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all 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.

(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 Department for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. In the event that any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Department. Any and all copyrights accruing under or in connection with the performance under this Agreement are hereby 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 Department 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.

(24) ASSURANCES.

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

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

Recipient: **Miami-Dade**

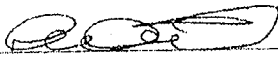
BY:

N Susanne M. Torriente
Assistant County Manager
D Miami-Dade County

S January 8, 2007

596000373

STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS

BY:  W. Craig Fugate

Name and Title: W. Craig Fugate, Director of Emergency Management

Date: 4/24/07

EXHIBIT - 1

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

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

Federal Program Department of Homeland Security, Office of Grants and Training
CFDA # 97.067
\$75,000

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: N/A

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.

NOTE: Instead of listing the specific compliance requirements as shown above, the 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. For example, for Federal Program 1, 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
Proposed Program Budget

Below is a general budget which outlines eligible categories and their allocation under this award. The Recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.

- ⬇ No more than 2.5% of the total award may be expended on Management and Administration costs by the Recipient.
- ⬇ At the discretion of the Recipient, funds allocated to Management and Administration (as described in the "Proposed Program Budget") may be put towards Programmatic costs instead.

Grant	Recipient Agency	Category	Amount Allocated
State Homeland Security Grant Program – Issue 08b	Miami-Dade Fire Rescue	Planning	\$73,125
		Management and Administration (the dollar amount which corresponds to 2.5% of the total award is shown in the column on the right)	\$1,875
Total Award		\$75,000	

Budget Detail Worksheet

The Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award for issue 08b as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this contract, contact the contract manager listed in this contract via email or letter.

Budget Detail Worksheet #08b – Eligible Activities			
Allowable Planning Costs	Quantity	Unit Cost	Total Cost
Hiring of full or part-time staff to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties) – See Scope of Work for authorized planning activities.	1	\$73,125	\$73,125
Eligible Management and Administration Costs (management and administration costs may not exceed 2.5% of the Recipient's total award)			
Hiring of full-time or part-time staff or contractors/consultants: <ul style="list-style-type: none"> To assist with the management of FY05 HSGP. To assist with design, requirements, and implementation of FY05 HSGP. To assist with the implementation and administration of the State Homeland Security Strategy, as it may relate to the individual grant program. 	1	\$1,875	\$1,875
Hiring of full-time or part-time staff or contractors/consultants and expenses related to: <ul style="list-style-type: none"> HSGP pre-application submission management activities and application requirements. Meeting compliance with reporting/data collection requirements, including data calls. 			
Development of operating plans for information collection and processing necessary to respond to DHS/ODP data calls.			
Overtime and backfill costs – Payment of overtime expenses will be for work performed by award (SAA) or sub-award employees in excess of the established work week (usually 40 hours) related to the M&A activities for the development and implementation of the programs under HSGP. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or local unit(s) of government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.			
Travel expenses			
Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the <i>OJP Financial Guide</i> at http://www.ojp.usdoj.gov/FinGuide).			
Acquisition of authorized office equipment, including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.			
The following are allowable only within the contract period: <ul style="list-style-type: none"> Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc. Leasing and/or renting of space for newly hired personnel to administer programs within FY05 SHSGP. 			
TOTAL			\$75,000

Scope of Work

Funding is provided to perform eligible activities as identified in the Office for Domestic Preparedness Fiscal Year 2005 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

I. Categories and Eligible Activities

Planning, Training and Exercises for Local and Regional Efforts

FY2005 SHSGP, Issue 06b, allowable costs are hiring full or part-time staff to assist with authorized regional planning activities for the Regional Domestic Security Task Force (RDSTF). Authorized regional planning related activities, to be performed by the full or part-time staff, will be determined by the RDSTF and approved by the RDSTF Chair and Co-Chair. Each category's authorized costs have been listed in more detail below.

A. Regional Planning

Developing and enhancing plans and protocols, including but not limited to:

- Developing or enhancing EOPs and operating procedures
- Developing terrorism prevention/deterrence plans
- Developing plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies
- Developing or enhancing border security plans
- Developing or enhancing cyber security plans
- Developing or enhancing cyber risk mitigation plans
- Developing or enhancing agriculture/food security risk mitigation, response, and recovery plans
- Developing public/private sector partnership emergency response, assessment, and resource sharing plans
- Developing or updating local or regional communications plans
- Developing plans to support and assist special needs jurisdictions, such as port authorities and rail and mass transit agencies
- Developing or enhancing continuity of operations and continuity of government plans
- Developing or enhancing existing catastrophic incident response and recovery plans to include and integrate federal assets provided under the NRP.

Developing or conducting assessments, including but not limited to:

- Conducting point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
- Conducting cyber risk and vulnerability assessments
- Conducting assessments and exercises of existing catastrophic incident response and recovery plans and capabilities to identify critical gaps that cannot be met by existing local and state resources
- Activities which directly support the identification of specific catastrophic incident priority response and recovery projected needs
- Activities which directly support the identification and advance preparation of pre-designated temporary housing sites; for example:
 - Conducting assessments and studies to identify qualified candidate sites
 - Obtaining accurate site surveys and existing utility information
 - Coordinating zoning requirements and necessary permits and/or waivers
 - Coordinating environmental impact requirements related to a selected site
 - Coordinating historic preservation requirements related to a selected site.

Primary activities may include:

This is responsible professional work with the Florida Division of Emergency Management, serving the Regional Domestic Security Task Force (RDSTF).

- The RDSTF Planner will also assist with the coordination of Personal Protective Equipment (PPE) and training needs of First Responders.
- The RDSTF Planner gathers information relating to equipment and training needs, checks in equipment, distributes equipment, and gives written reports to the appropriate RDSTF personnel.
- The RDSTF Planner maintains and updates the RDSTF Master Roster and Major Incident Contact List.
- The RDSTF Planner maintains regional websites and databases.
- The RDSTF Planner attends RDSTF meetings.
- The RDSTF Planner coordinates regional initiatives and activities with the Office of Domestic Security.

- o Extensive contact is made with regional Emergency Management, local law enforcement agencies, fire departments, health agencies, Emergency Medical Services, schools, and a variety of local businesses.
- o The RDSTF Planner may act as staff support to select State Working Group committees.
- o The RDSTF Planner must exercise discretion in dealing with confidential and extremely sensitive issues.
- o This position may include a background investigation including a drug screen.

B. Other Eligible Expenses

Materials required to conduct planning activities

Travel/per diem related to planning activities

Travel expenses

Acquisition of authorized office equipment, including:

- Personal computers
- Laptop computers
- Printers
- LCD projectors, and
- Other equipment or software which may be required to support the implementation of the homeland security strategy

The following are allowable only within the period of performance of the contract:

- Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc.
- Leasing and/or renting of space for newly hired personnel to administer programs within the FY2005 SHSGP

C. Unauthorized Expenditures

- Expenditures for items such as general-use software (word processing, spreadsheet, graphics, etc.)
- General-use computers and related equipment
- General-use vehicles
- Licensing fees
- Weapons systems and ammunition
- Construction or renovation of facilities that would have been reasonably necessary due to non-terrorist threats
- Activities unrelated to the completion and implementation of the SHSGP
- Other items not in accordance with the Authorized Equipment List or previously listed as allowable costs
- Recurring Costs
- Funding may not be used to supplant ongoing, routine public safety activities of state and local emergency responders, and may not be used to hire staff for operational activities or backfill.

II. National Preparedness Initiatives

Urban Areas are strongly encouraged to pay close attention to the language in these sections in order to stay abreast of initiatives being highlighted by DHS and to comply with associated program requirements.

A. National Incident Management System (NIMS)

NIMS provides a consistent nationwide approach for federal, state, territorial, tribal, and local governments to work effectively and efficiently together to prepare for, prevent, respond to, and recover from domestic incidents, regardless of cause, size or complexity. Since FY2005 is a critical year for initial NIMS adoption, the Recipient should start now by prioritizing FY2005 preparedness assistance (in accordance with the eligibility and allowable uses of the grant) to facilitate its implementation.

1. Minimum FY2005 NIMS Compliance Requirements

- Incorporating NIMS into existing training programs and exercises;
- Ensuring that federal preparedness funding supports NIMS implementation (in accordance with the eligibility and allowable uses of the grants);
- Incorporating NIMS into emergency operations planning;
- Promotion of mutual aid agreements; and,
- Institutionalizing the use of the Incident Command System (ICS).

2. FY 2006 and FY 2007 Requirements

In order for the Division to receive FY2006 preparedness funding, the minimum FY2005 compliance requirements described above must be met. Additional information about NIMS compliance and resources for achieving compliance will be forthcoming from the NIC. The NIC web page, <http://www.fema.gov/nims>, will be updated regularly with NIMS information and implementation guidance.

III. Reporting Requirements

- A. Quarterly Programmatic Reporting:
The Semi-Annual Programmatic Report is due within 15 days after the end of the reporting periods (See Below) for the life of this contract. If a report(s) is delinquent, future financial reimbursements will be withheld until the Recipient's reporting is current.

Programmatic Reporting Schedule

Reporting Period	Report due to DEM no later than
January 1 through June 30, 2005	July 30, 2005
July 1 through December 31, 2005	January 30, 2006

- B. Project Items:
All plans developed or enhanced, under the terms of this contract, must be presented to the Office of Domestic Preparedness and may be presented to the State Working Group Operations Committee for review and approval prior to the contract end date.
- C. Reimbursement Requests:
An invoice or purchase order must accompany each request for reimbursement. A request for reimbursement may be sent to the Office of Criminal Justice Grants for review and approval at anytime during the contract period.

III. Points of Contact

Contractual Point of Contact	Programmatic Point of Contact
Dianne Smith Florida Division of Emergency Management 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 413-9966 Dianne.Smith@dca.state.fl.us	Farrah Gosford Florida Division of Emergency Management 2555 Shumard Oak Blvd Tallahassee, FL 32399 850-413-9974 Farrah.gosford@dca.state.fl.us

Attachment B

Program Statutes and Regulations

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

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.

☐ 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 2003-2004	(B) FFY 2004-2005	(C) FFY 2005-2006	(D) Total
1	INITIAL CONTRACT ALLOCATION				
2	FIRST THREE MONTHS CONTRACT EXPENDITURES ¹				
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

¹ 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:

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

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	
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 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.

Attachment E

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 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.



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

CHARLIE CRIST
Governor

W. CRAIG FUGATE
Director

May 19, 2008

RETURN RECEIPT
CERTIFIED MAIL #70073020000178944561

Ms. Allison Grande, Grant Resources Manager
Miami-Dade Fire Rescue Department
9300 N. W. 41st Street
Miami, Florida 33178

Grants Bureau
RECEIVED
MAY 22 2008

RE: Agreement 07DS-3W-11-23-02-459

Dear Ms. Grande:

Enclosed is your copy of the fully executed modification reinstating and extending the Agreement to **March 31, 2009**. Please make this modification a part of your agreement file. Attached is the complete package of forms identified in Section (7) (a) through (e). It is very important that these reports be fully completed and remitted within the time frames specified under Section (7). Failure to supply this information in a timely manner can cause non-compliance of this Agreement or a delay in processing your reimbursement requests.

If you have any questions in this regard, please contact me at (850) 410-1271 or by E-mail: carolyn.washington@em.myflorida.com.

Sincerely,

Carolyn Washington
Carolyn Washington
Community Assistance Consultant
Division of Emergency Management
Bureau of Response Grants Section

/cw

Enclosure

FLORIDA RECOVERY OFFICE • DIVISION HEADQUARTERS • STATE LOGISTICS RESPONSE CENTER
36 Skyline Drive 2555 Shumard Oak Boulevard 2702 Directors Row
Lake Mary, FL 32746-6201 Tallahassee, FL 32399-2100 Orlando, FL 32809-5631
Tel: 850-413-9969 • Fax: 850-488-1016
www.FloridaDisaster.org

Contract Number: 07DS-3W-11-23-02-459
CFDA Number: 97-067

MODIFICATION #2 TO GRANT AGREEMENT

This Modification is made and entered into by and between the State of Florida, Department of Community Affairs, ("the Department"), and the Miami Dade Emergency Management ("the Recipient") to reinstate and to modify the Department's Contract Number 07DS-3W-11-23-02-459, dated April 24, 2007, ("the Agreement").

WHEREAS, the Department and the Recipient have entered into the Agreement, pursuant to which the Department has provided a sub grant of 75,000 to Recipient; and

WHEREAS, the Agreement expired on March 31, 2008; and

WHEREAS, the Department and the Recipient desire to reinstate the Agreement and to modify the Agreement by extending it.

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

1. The Agreement is hereby reinstated as though it had not expired.
2. Paragraph 3, Period of Agreement, is hereby amended to have an expiration date for the Agreement of March 31, 2009. Final requests for reimbursement should be submitted no later than thirty (30) days after the termination date of the contract. Any requests received after April 30, 2009 may, in the discretion of the Department, not be reimbursed from this Agreement.
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.
4. All provisions of the Agreement being modified and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective as of the date of the last execution of this Modification by both parties.

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

RECIPIENT: MIAMI DADE EMERGENCY MANAGEMENT

Approved as to form
and Legal Sufficiency

BY:

NAME & TITLE: Alina T. Hudak, Asst. County Manager

Assistant County Attorney

DATE: 4/22/08

Date

4-21-08

STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS

BY:

NAME & TITLE: W. Craig Fugate, Director of the Division of Emergency Management

DATE:

5-16-08

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____ day of _____, 2008, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and MTSS IT Solutions, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is 04-3659716.

Whereas the COUNTY requires professional services in the area of WEBEOC software development for the South Florida Region (Region 7) and;

Whereas the COUNTY is entering into Contracts with MTSS IT Solutions to provide such services,

Now therefore, in consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of WEBEOC software development, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

All services desired by the COUNTY hereunder must be specifically authorized in writing by the COUNTY'S representative. The COUNTY'S representative for purposes of authorizing services and coordinating performance shall be the Charles Tear, Director, Emergency Management, telephone no. (561) 712-6321.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Chaz Walts, telephone no. (817) 235-9170.

The maximum amount to be paid by the COUNTY to the CONSULTANT for all services and materials shall not exceed a total aggregate amount of Fifty Thousand Dollars (\$50,000.00).

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on December 1, 2008 and complete all services by March 31, 2009.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The CONSULTANT shall submit one invoice and shall be paid a single lump sum of \$50,000, as set forth in Exhibit "B". The invoice received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. The submittal of the invoice shall constitute the CONSULTANT'S certification that all services have been properly performed. The approved invoice will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

ARTICLE 4 - TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in

Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT'S personnel (and all Subcontractors) while on County premises will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 6 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The CONSULTANT shall provide the COUNTY with a copy of the CONSULTANT's contract with any SBE subcontractor or any other related documentation upon request.

The CONSULTANT understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The CONSULTANT will only be permitted to replace a certified SBE subcontractor who

is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The CONSULTANT shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

ARTICLE 7 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 8 - INSURANCE

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. CONSULTANT shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the Contract.
- B. **Commercial General Liability** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for

all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.

- D. **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.
- E. **Professional Liability** CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form, the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract. CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.
- F. **Additional Insured** CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.
- G. **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such

an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

- H. **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:

Fiscal Director,
Public Safety Department
Emergency Operation Center
20 S. Military Tr.
West Palm Beach, FL 33415

- I. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- J. **Right to Review** The COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 9 - INDEMNIFICATION

CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

ARTICLE 11 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 12 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services. The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 13 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 14 - ARREARS

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 15 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 17 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 18 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

ARTICLE 19 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 20 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 21 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 22- PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 23 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

ARTICLE 24 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Vince Bonvento, Director
Public Safety Department
20 S. Military Tr.

West Palm Beach, Florida 33415

With copy to:

Gentry Benjamin
Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to the CONSULTANT, notices shall be addressed to:

Chas Walts, Managing Director
1550 Eastchase Parkway, Suite 600-B115
Fort Worth, Texas 76120

ARTICLE 25 - CRIMINAL HISTORY RECORDS CHECK

The CONSULTANT shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONSULTANT'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 27 - REGULATION; LICENSING REQUIREMENTS

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:

SHARON BOCK, CLERK

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida

BY: _____
Deputy Clerk

BY: _____
~~Jeff Koons, Chair~~

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

JOHN F. KOONS
CHAIRMAN

APPROVED AS TO TERMS AND
CONDITIONS, PUBLIC SAFETY

BY: _____
Assistant County Attorney

BY:  _____
Vincent Bonvento,
Assistant County Administrator

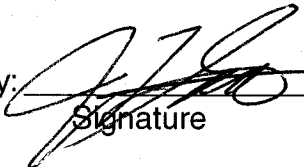
WITNESS:

CONSULTANT:

Signature

MTSS IT Solutions
Agency's Name Typed

Name Typed

By:  _____
Signature

Agency's Federal ID Number

Jimmy L. Stanford
Agency's Signatory Name Typed

Director / Program Manager
Agency's Signatory Title Typed

EXHIBIT "A"

Regional Emergency Management Collaboration System (REMCS) Development Project Scope of Work

1. PURPOSE

The purpose of this project is to develop the Regional Emergency Management Collaboration System (REMCS) for the South Florida Region (Region 7). This incident management system will utilize WebEOC software and be accessible by Emergency Operations Centers (EOCs) throughout Region 7. The scope of work shall include conducting a needs assessment, developing a comprehensive set of status boards to share information and the entering of essential data into the system.

2. GENERAL INFORMATION

During emergency activations, EOCs must have reliable, dedicated access to a variety of information sources and must be able to effectively distribute this information throughout the Region. County, Municipal and partner organizations rely upon up-to-date access to and display of information in order to properly and effectively plan emergency response strategies. This system provides a collaborative information communications system that provides real time information sharing to facilitate decision making during a disaster or during daily operations.

The following basic tasks shall be performed in order to properly develop the Regional Emergency Management Collaboration System (REMCS):

- a. Conduct a needs assessment to identify what status boards are needed.
- b. The development of these status boards to be utilized during an emergency and used on a daily basis for situational awareness.
- c. The entry of essential information such as available regional assets, capabilities and statuses.
- d. This system will be developed in line with the direction set forth by the Region 7 Emergency Management Executive Committee.
- e. On a monthly basis, or as requested, the Consultant will meet with the Region 7 Emergency Management Executive Committee or designees and staff to provide project status updates, receive input and provide updates on project direction.
- f. The Consultant shall address the recommendations and perform only those services directly authorized by the Executive Committee.
- g. Project is to be completed by March 31, 2009.

EXHIBIT "B"

SCHEDULE OF PAYMENTS

Palm Beach County Public Safety/Division of Emergency Management shall authorize a single payment of \$50,000 only upon the satisfactory completion of the tasks provided in the Scope of Work referenced in Exhibit "A".

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 7/14/2008
PRODUCER (940)382-9691 FAX: (940)243-1050 Ramey & King Insurance Assoc. 510 North I-35 E		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
Denton TX 76205	INSURERS AFFORDING COVERAGE	NAIC #
INSURED MTSS IT Solutions, Inc	INSURER A: Century Surety Ins Co	
1550 Eastchase Pkwy # 600-B115 Ft. Worth TX 76120	INSURER B: Republic Vanguard	
	INSURER C: Northern Insurance Co.	19372
	INSURER D: Colony Insurance	
	INSURER E:	

COVERAGES
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC	CCP549321	7/18/2008	7/18/2009	EACH OCCURRENCE \$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
					MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ Excluded
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	HNO609343	7/18/2008	7/18/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC001089830	7/21/2008	7/21/2009	WC STATU- TORY LIMITS <input checked="" type="checkbox"/> OTH- ER
					E.L. EACH ACCIDENT \$ 500,000
					E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
D	OTHER Errors & Omissions Professional Liability	EO40185002	8/25/2008	8/25/2009	\$1,000,000 Each Agg \$2,500 Ded.
					\$1,000,000 Each Claim

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Certificate Holder is listed as Additional Insured on the above General Liability Policy. Waiver of Subrogation in favor of Palm Beach County

CERTIFICATE HOLDER

(561) 616-6811
Palm Beach County Board of County Commiss
Attn: Fiscal Director, Public Safety Depa
20 S. Military Trail
W. Palm Beach, FL 33415

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Jeff King/SAJ5



09-

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

Page 1 of 1 pages

BGEX - 660- 1117080000000000561

BGRV - 662- 1117080000000000185

FUND 1427 - EMERGENCY MANAGEMENT GRANT FUND

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 11/14/08	REMAINING BALANCE
MIAMI SUBGRANT								
REVENUES								
662-7282-3129	FED GRANT - OTHER PUBLIC SAFETY			50,000		50,000		
	TOTAL REVENUES & BALANCES	1,022,873	1,111,165	50,000		1,161,165		
EXPENDITURES								
662-7282-3401	OTHER CONTRACTUAL SERVICES			50,000		50,000		
	TOTAL APPROPRIATION & EXPENDITURES	1,022,873	1,111,165	50,000	0	1,161,165		

PUBLIC SAFETY ADMINISTRATION
INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures _____ Date 11/17/08

By Board of County Commissioners
At Meeting of 12/16/2008

Deputy Clerk to the
Board of County Commissioners

ATTACHMENT 3

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