

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

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Meeting Date: June 2, 2020	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Department of Public Safety
Submitted By: Department of Public Safety
Submitted For: Division of Emergency Management

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) receive and file:** Contract agreement with Florida Commission on Community Service dba Volunteer Florida serving as the administrative agency for the FY 2019-20 Federal Emergency Management Performance Grant Program (EMPG) for the period retroactive to July 1, 2019 through May 31, 2020, in the amount of \$5,000 for Citizen Corps program initiatives to include Community Emergency Response Team (CERT) training and associated supplies; and
- B) approve** a downward budget amendment of \$2,000 in the Emergency Management Fund to adjust the budget to the actual grant award.


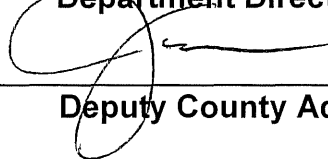
Summary: This is an annual grant (CFDA # 97.042) from Volunteer Florida that will be used for Citizen Corps program activities which includes CERT training and related supplies. This contract was received on February 25, 2020 hence the delay in requesting approval to fund this program. The contract was executed by Volunteer Florida on March 30, 2020. R2012-1731 authorized the County Administrator or designee to execute these agreements on behalf of the Board of County Commissioners. **In-kind donation of volunteer hours will be used to fulfill the matching requirement of \$5,000 for the Citizen Corps grant.** Countywide (LDC)

Background and Justification: Palm Beach County has a very active CERT program with over 3,800 citizens that are CERT trained. The CERT program educates citizens about disaster preparedness for all hazards and provides training in basic disaster response skills, such as fire safety, light search and rescue, team organization, and disaster medical operations. Using the training learned in the classroom and during exercises, CERT members can assist others in their neighborhood or workplace following an event when professional responders are not immediately available to help. CERT members are also encouraged to support emergency response agencies by taking a more active role in emergency preparedness projects in their community. On July 1, 2016 the Florida Department of Emergency Management transferred the Citizen Corps/CERT Program to Volunteer Florida. Volunteer Florida has been managing and administering the program since then.

Attachments:

- 1) Contract with Florida Commission on Community Service dba Volunteer Florida
- 2) Budget Amendment (1427)

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Recommended By: <u></u>	Date
Approved By <u></u>	<u>5/8/2020</u> Date

Department Director
Deputy County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Capital Expenditures					
Operating Costs	\$5,000				
External Revenues	(\$5,000)				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	\$ -0-				
# ADDITIONAL FTE POSITIONS (Cumulative)	-				

Is Item Included In Current Budget? Yes ☐ No ☒
Does this item include the use of federal funds? Yes ☒ No ☐

Budget Account Exp No: 1427 Department 662 Unit 7402 Object Various
Rev No: 1427 Department 662 Unit 7402 Source 3129

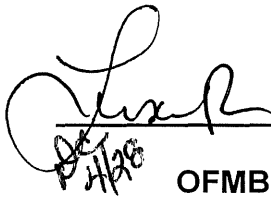
B. Recommended Sources of Funds/Summary of Fiscal Impact:

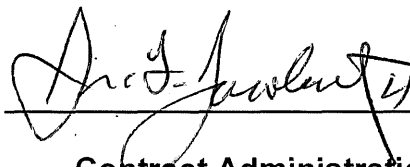
Grant: Citizen Corps
Fund: Emergency Management
Unit: Citizen Corps
Major Program: CICORP
Program Period: GY20

Departmental Fiscal Review:  4/1/20

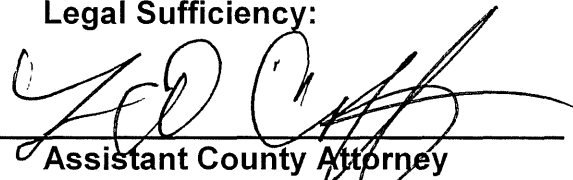
III. REVIEW COMMENTS

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

 4/30/2020
OFMB LM 4/28

 4/30/2020
Contract Administration
4/30/2020 TCR

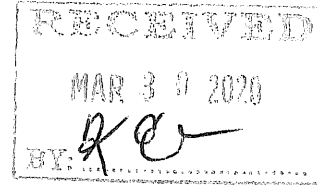
B. Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:

Department Director

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



volunteerflorida

**Volunteer Florida
Contract Agreement
2019-2020**

Sub-Recipient: Palm Beach County Division of Emergency Management

FY 2020 Grant Period: July 1, 2019 – May 31, 2020

CFDA Number: 97.042

Contract Total: \$5,000.00

This contract agreement is hereby made and entered into as of 1 July 2019 (the "Effective Date"), by and between the Florida Commission on Community Service, doing business as Volunteer Florida (the "Commission"), having its principle place of business at 1545 Raymond Diehl Road, Suite 250, Tallahassee, FL 32308, and, Palm Beach County Division of Emergency Management, an entity organized under the laws of the State of Florida with its principal place of business located at 20 S. Military Trail, West Palm Beach, FL 33415 (the "Provider") (collectively, the "Parties") and referred to herein as the "Contract Agreement."

In accordance with the provisions of Federal Emergency Management Performance Grant Program (EMPG) funding, Volunteer Florida, serving as the Administrative Agency, hereby awards to the Sub-Recipient a contract in the amount shown above.

In consideration of the contracted services by the Commission and of the advantages and benefits received by the Provider by virtue of such relationship, the receipt and adequacy of all of which considerations are hereby acknowledged; NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth herein, the Parties agree as follows:

- I. **TYPE OF CONTRACT.** This will be a cost reimbursement contract. Reimbursement for the contracted services will be contingent upon the documented allowable expenditures for the specified contract period. The Volunteer Florida performance and obligation to pay for services rendered under this contract is contingent upon available funding from FEMA and the State of Florida.
- II. **PAYMENT OF FUNDS.** The Contract Agreement must be signed by the Official Authorized to Sign through DocuSign returned electronically, unless policy requires a wet signature, to Volunteer Florida before execution of your contract. The sub-recipient should not request reimbursement of any funds spent outside the period of performance of the contract. Contract funds will be disbursed to sub-recipients (according to approved project budget) upon receipt of evidence of expenditures and receipts of deliverables delivered according to the terms and conditions of the contract.
- III. **CONTRACT AMENDMENTS.** All amendments to the contract must be in writing and utilize the format provided herein and incorporated by reference. Further, any such amendments must be executed by authorized representatives of Volunteer Florida and the Sub-recipient.

- IV. **DEPLOYABLE CAPABILITIES.** All assets and capabilities achieved or sustained with EMPG contract funds are deployable and shareable at the direction of Volunteer Florida, with cost potentially reimbursable in conformance with Emergency Management Assistance Compact (EMAC) or other Statewide Mutual Aid/Assistance (SMAA) agreements. Assets should be available to utilize in multiple jurisdictions, regions, and the Nation; any asset that is physically mobile can be used anywhere in the United States and territories via EMAC or other mutual aid/assistance agreements.
- V. **ATTACHMENTS.**
- A. All Attachments to this Contract are incorporated as if set out fully
 - B. In the event of any inconsistencies or conflict between the language of this Contract and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
 - C. This Contract has the following attachments:
 - i. Attachment A – Program Budget
 - ii. Attachment B – Scope of Work / Deliverables
 - iii. Attachment C – Allowable Cost and Eligible Activities
 - iv. Attachment D – Reports
 - v. Attachment E – Reporting Forms
 - vi. Attachment F – Program Statutes and Regulations
 - vii. Attachment G – Certification Regarding Debarment
 - viii. Attachment H – Criminal History Check Status Form
- VI. **PAYMENTS.**
- A. Invoices shall be submitted quarterly and shall include the supporting documentation for all costs of the project or services as well as compliance with the deliverables. **The final Invoice shall be submitted no later than thirty (30) days after the expiration date of the contract.**
 - B. If the necessary funds are not available to fund this contract as a result of action by the United States Congress, the federal Office of Management and Budgeting, or the State Chief Financial Officer, all obligations on the part of Volunteer Florida to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report no later than thirty days of receiving notice from Volunteer Florida.
- VII. **MANDATED CONDITIONS.**
- A. The validity of this Contract is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Contract, in any later submission or response to a Volunteer Florida request, or in any submission or response to fulfill the requirements of this Contract. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of Volunteer Florida and no later than thirty days written notice to the Sub-Recipient, cause the termination of this Contract and the release of Volunteer Florida from all its obligations to the Sub-Recipient.
 - B. This Contract shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Contract shall be in the Circuit Court of Leon County. If any provision of this Contract is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Contract.
 - C. Any power of approval or disapproval granted to Volunteer Florida under the terms of this Contract shall survive the term of this Contract.
 - D. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Contract from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
 - ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and,
 - iv. Have not within a five-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.
- E. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Contract
- F. **In addition, the Sub-Recipient shall send to Volunteer Florida by email the completed attachment titled: "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" for each intended subcontractor which Sub-Recipient plans to fund under this Contract.**
- G. Volunteer Florida reserves the right to unilaterally cancel this Contract if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Contract. Volunteer Florida shall be permitted to inspect and monitor the records and facilities of funded projects and award recipients. Such inspections may occur without notice at any reasonable time, which shall be presumed to be normal business hours.
- H. Volunteer 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")]. Volunteer Florida shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Contract by Volunteer Florida.
- I. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Contract must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

VIII. **LEGAL AUTHORIZATION.**

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

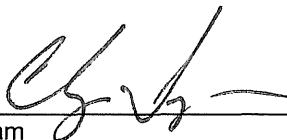
I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the contract; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit to these requirements; and that all agencies involved with this project understand that all federal funds are limited to the period of performance and date stipulated in the funding contract.

I certify that I understand and agree that once the contract has been sent to sub-recipient, the contract will be executed by March 31, 2020. I understand if the contract is not executed in that time frame, the awarded amount is considered declined and funds returned to Volunteer Florida.

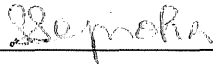
IN WITNESS WHEREOF, the parties hereto have executed this Contract.

By: _____
Name: _____
Title: _____
Date: _____


VOLUNTEER FLORIDA

By:  _____
Name: Clay Ingram
Title: Chief Executive Officer
Date: 3-30-2020

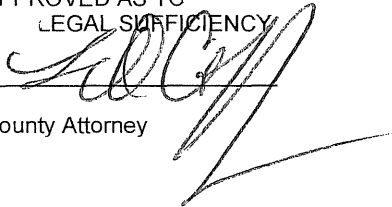
SUB-RECIPIENT: PALM BEACH COUNTY

By:  _____
Name & Title: Stephanie Sejnoha
Public Safety Director
Date: 3/18/20
FID# 56-6000785
DUNS# 078470481

APPROVED AS TO TERMS AND CONDITIONS

By:  _____
Bill Johnson, RN, Director
Emergency Management

APPROVED AS TO
LEGAL SUFFICIENCY

 _____
County Attorney

IX. **POINT OF CONTACT INFORMATION.**

A. The name, address, and telephone number of the Volunteer Florida CERT Program Manager:

Christy Rojas, Emergency Management Deputy Director
1545 Raymond Diehl Road
Suite 250
Tallahassee, FL 32308
(850) 414-7400
Christy@VolunteerFlorida.org

OR

Katie Troncoso, Grants and Contracts Manager
1545 Raymond Diehl Road
Suite 250
Tallahassee, FL 32308
(850) 414-7400
Katie@volunteerflorida.org

B. The name, address, and telephone number of the Sub-Recipient's Program Contact is:

Name: Amy Heimberger Lopez
Address: 20 S Military Trail
City, State ZIP: West Palm Beach, F L 33415
POC Work Phone #: 561-712-6378
Email Address: aheimber@pcbqgov.org

C. The name, address, and telephone number of the Fiscal Contact is:

Name: Shirley King
20 S Military Trail
City, State ZIP: West Palm Beach, F L 33415
POC Work Phone #: 561-712-6580
Email Address: saking@pbqgov.org

CONTRACT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE FINAL APPROVAL OF SUB-RECIPIENT'S PROPOSED BUDGET BY VOLUNTEER FLORIDA.

All Terms and Conditions Included. This Sub-recipient and its attachments as referenced below and incorporated herein contain all the terms and conditions agreed upon by the parties.

Attachment A
PROGRAM BUDGET

- I. Funding from the Emergency Management Performance Grant is intended for use by the Sub-Recipient to perform eligible activities as identified in Emergency Management Performance Grant Program Multi-Year Programmatic Guidance http://www.fema.gov/media-library-data/1464196875293-190ed88e1b63940c87121a3f0b97b8a5/EMPG_Multi_Year_Program_Guidance_Final.pdf and programs that are consistent with 2 C.F.R. Part 200, State Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes).
- II. Below is a fixed budget which outlines eligible categories and their allocation under this award.
- III. The transfer of funds between the categories listed in the Program Budget is not permitted, unless approved by Volunteer Florida.

Grant	Sub-Recipient Agency	Category	Amount Allocated	Match
FY 2020 – Emergency Management Performance Grants - CERT	Sub-Recipient Agency	Training	\$ X.XX	\$ X.XX
		Exercise	\$ X.XX	\$ X.XX
		Equipment	\$ X.XX	\$ X.XX
Total Award				

Attachment B
SCOPE OF WORK / DELIVERABLES
SAMPLE

Quarterly Period Milestones	Project Timeline or Deliverable Description	Start Date (mm/dd/yyyy)	End Date (mm/dd/yyyy)	Estimated Cost
1 st Quarter	1. Execute contract while planning to purchase items for upcoming CCP trainings.	09/01/2019	10/30/2019	\$0.00
	2. Advertise for three separate trainings in this quarter to estimate real cost. Submit Quarterly Report (QSR) to VF.	09/01/2019	10/30/2019	\$0.00
2 nd Quarter	3. Purchase equipment to support 1 st POD (Points of Distribution) CERT Training for this quarter.	01/01/2020	01/31/2020	\$4500.00
	4. Support five (5) public outreach activities this quarter.	01/01/2020	03/31/2020	\$2200.00
3 rd Quarter	5. Submit program QSR and request for reimbursement in the amount of \$250.00.	04/01/2020	06/30/2020	\$250.00
	6. Expend remaining funds allowable under sub-grant award to support final CERT full-scale exercise scheduled for 5/1/2019.	05/01/2020	05/31/2020	\$6,050.00
4 th Quarter				

- I. **PROGRAM NARRATIVE**
- A. Implementation plan for the program. This should include the:
 - i. Strategy and methodology for recruitment;
 - ii. Plans to utilize members in emergency situations;
 - iii. Any additional programmatic information specific to the program.
 - B. Identify the emergency management and partner organizations, or the targeted population area whose emergency management needs will be directly benefited by this program.

Attachment C
ALLOWABLE COST AND ELIGIBLE ACTIVITIES

I. CATEGORIES AND ELIGIBLE ACTIVITIES

According to the 2016 EMPG Funding Guidance (last updated May 2016) allowable costs are divided into the following categories: **training, exercise, and equipment.**

A. Training

EMPG Program funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities should align to a current, Multi-Year TEP developed through an annual TEPW.

Training should foster the development of a community oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

EMPG Program funds used for training should support the nationwide implementation of NIMS. The NIMS Training Program establishes a national curriculum for NIMS and provides information on NIMS courses; Sub-Recipients are encouraged to place emphasis on the core competencies as defined in the NIMS Training Program. The NIMS Training Program can be found at <http://www.fema.gov/training-0>.

For additional information on review and approval requirements for training courses funded with preparedness grants please refer to the following policy:

http://www.fema.gov/media-library-data/1115d44e06367bb89510aafbe79c1875/FINAL_GPD+Training+Three+for+Free+Policy_09+10+13.pdf.

- i. Additional types of training or training related activities include, but are not limited to, the following:
 - a. Developing/enhancing systems to monitor training programs
 - b. Conducting all hazards emergency management training
 - c. Attending Emergency Management Institute (EMI) training or delivering EMI train-the-trainer courses
 - d. Attending other FEMA-approved emergency management training
 - e. State-approved, locally-sponsored CERT training
 - f. Mass evacuation training at local, state, and tribal levels
 - g. Training focus areas for Citizen Corps and CERT for FY2020 are:
 - a. Damage Assessment
 - b. Shelters
 - c. Disaster Survivor Assistance
 - d. Emergency Operation Center Training

Allowable training-related costs include the following:

- h. **Funds Used to Develop, Deliver, and Evaluate Training.** This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the Multi-year TEP and addressed in the training cycle. Sub-recipients are encouraged to use existing training rather than developing new courses. When developing new courses Sub-recipients are encouraged to apply the Analysis Design Development and Implementation Evaluation (ADDIE) model for instruction design.
- i. **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of

attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, 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 p.m. to 5:00 p.m.), even though such work may benefit both activities.

- j. **Travel.** Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- k. **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable.
- l. **Certification/Recertification of Instructors.** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

B. Exercises

All EMPG-funded personnel are REQUIRED to participate in no less than three exercises in a 12 month period.

- i. **Allowable exercise-related costs include:**
 - a. **Funds Used to Design, Develop, Conduct and Evaluate an Exercise.** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Sub-Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle
 - b. **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
 - c. **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.
 - d. **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment).
 - e. **Implementation Homeland Security Exercise and Evaluation Program (HSEEP).** This refers to costs related to developing and maintaining an exercise program consistent with HSEEP.

- f. **Food and beverages.** Food and beverages may be purchased for CERT/Citizen Corp programs only if the following request is sent to Volunteer Florida for processing through the Division of Emergency Management to Department of Financial Services. The request must be made to the Division 25 days prior to the event and must include the following:
 - Exercise/Event Title;
 - Exercise/Event Date;
 - Estimated Number of Participants that will be fed
 - Brief Description of exercise/event;
 - Copy of Exercise/Event Schedule;
 - Sign in sheets of all participants that attended the exercise. This will be used to determine if the State of Florida per diem guidelines are allowable.
- g. **Other Items.** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Sub-Recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.
- ii. **Unauthorized exercise-related costs include:**
 - a. Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage.
 - b. Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs)
 - c. Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct

C. **Equipment**

- i. Allowable equipment categories for the EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) at <https://www.fema.gov/authorized-equipment-list>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment. Allowable equipment includes equipment from the following AEL categories:
 - a. Personal Protective Equipment (PPE) (Category 1)
 - b. Information Technology (Category 4)
 - c. Cybersecurity Enhancement Equipment (Category 5)
 - d. Interoperable Communications Equipment (Category 6)
 - e. Detection Equipment (Category 7)
 - f. Power Equipment (Category 10)
 - g. Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) (Category 11)
 - h. CBRNE Incident Response Vehicles (Category 12)
 - i. Physical Security Enhancement Equipment (Category 14)
 - j. CBRNE Logistical Support Equipment (Category 19)
 - k. Other Authorized Equipment (Category 21)

If Sub-Recipients have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their CERT Program Manager for clarification.

II. **MAINTENANCE AND SUSTAINMENT**

- A. The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active grant awards, unless otherwise noted.

EMPG Program grant funds are intended to support the Goal and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide Sub-Recipients the ability to meet this objective, the policy set forth in GPD's IB 379 (<http://www.fema.gov/grant-programs-directorate-information-bulletins>) (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs, which must be in: (1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the Goal, and (4) shareable through the EMAC. Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant funding or any other source of funding other than DHS/FEMA preparedness grant program dollars. Additional guidance is provided in FEMA Policy FP 205-402-125-1, *Maintenance Contracts and Warranty Coverage Funded by Preparedness Grants*, located at: <http://www.fema.gov/media-library/assets/documents/32474>.

B. **Unallowable Costs**

- i. Prohibited Equipment: Grant funds may not be used for the purchase of Prohibited Equipment. Refer to Information Bulletin 407 *Use of Grant Funds for Controlled Equipment* for the complete *Prohibited Equipment List*. For additional information on Prohibited Equipment see Executive Order (EO) 13688 Federal Support for Local Law Enforcement Equipment Acquisition (<https://www.gpo.gov/fdsys/pkg/DCPD-201500033/pdf/DCPD-201500033.pdf>), and the Recommendations Pursuant to Executive Order 13688 (https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf).

 - a. Expenditures for weapons systems and ammunition
 - b. Costs to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities
 - c. Expenditures for weapons systems and ammunition
 - d. Activities and projects unrelated to the completion and implementation of the EMPG Program

In general, Sub-Recipients should consult with their CERT Program Manager prior to making any investment that does not clearly meet the allowable expense criteria established in this Guidance.

**Attachment D
REPORTS**

Sub-Recipient shall provide Volunteer Florida with a quarterly financial report, and a final close-out report. Reporting Forms are located in attachment titled: Reporting Forms and can be requested by emailing CERT@volunteerflorida.org.

- I. Quarterly financial reports are due to Volunteer Florida **no later than fifteen (15) days after the end of each quarter of the program year**; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and May 31. **Sub-recipients shall expend and request reimbursement for: 50% of the sub-grant agreement funds no later than March 31; and 100% of the sub-grant agreement funds no later than May 30, 2020.** No later than May 31, 2020, the Sub-Recipient shall provide an annual report outlining activities and accomplishments of the CC and CERT program.
The Sub-Recipient shall provide Volunteer Florida with full support documentation for the quarterly financial reports. To eliminate large files and mailings, Volunteer Florida will accept documentation via email to CERT@volunteerflorida.org. Copies of invoices/receipts, canceled checks, and/ or bank/credit card statements and proof of credit card payment. *(Backup Documentation should reflect the amount requested on the Expenses Detail of Claims form.)*
 - A. **Training Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services, and a copy of the agenda and sign in rosters (if using pre populated sign in sheets they must be certified by the Emergency Management Director verifying attendance). May also request any training materials provided.
 - C. **Exercise Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services, and a copy of the agenda and sign in rosters (if using pre populated sign in sheets they must be certified by the Emergency Management Director verifying attendance). May also request any training materials provided.
 - D. **Equipment Acquisition Costs:** AEL# for each purchase (if applicable).
 - E. For travel and conferences related to EMPG activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that: The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and participation of the individual in the travel is necessary to the Federal award.
 - F. If cancelled checks are NOT available, copies of the general ledger MUST be provided.
- II. Proposed Match Plan is due with the signed contract and will be used to compare with the match portion of your close out report. If your proposed match plan changes an update should be provided. Federal funds provided under this Contract shall be matched by the Sub-Recipient either by Cash Match or In-Kind Match.
- III. The final Close Out report is due no later than thirty (30) days after termination of this Contract. Federal funds provided under this contract shall be matched by the Sub-Recipient either by Cash Match or In-Kind Match from non-federal funds. Appropriate back-up/supporting documentation needs to be provided (i.e. general ledger with highlighted matching non-federal funds).

Attachment E
REPORTING FORMS

E – a	Program Quarterly Report	page 14
E – b	Periodic Expenditure Report	page 15

volunteerflorida

Program Title:

Quarterly Report

add more sheets as necessary

Reporting Period	Start	End	Organizational Activities		Planning Activities		Training Activities		Cummulative						
			#	P	#	P	#	P	#	P	#	P			
Training Held and Other (describe)															
Outreach Activities (describe)															
Exercise Activities (describe)															
Conference (describe)															
Materials Distributed															
Equipment															
Management & Admin (please describe)															
Sub-Contracts															
Quarterly Program Summary															
Additional Comments/notes															

VOLUNTEER FLORIDA FOUNDATION Periodic Expenditure Report			
LEGAL APPLICANT (LEAD AGENCY):			
PROGRAM:			
INVOICE DATES		TO	
PROGRAM YEAR:		2019-2020	
		MONTHLY BUDGET	
	CERT / Citizens Corps	Match	Total
A. Training			
			\$0.00
			\$0.00
			\$0.00
			\$0.00
A. Training	\$0.00	\$0.00	\$0.00
B.Exercise			
			\$0.00
			\$0.00
			\$0.00
			\$0.00
B. Exercise	\$0.00	\$0.00	\$0.00
C. Equipment			
			\$0.00
			\$0.00
			\$0.00
			\$0.00
C. Equipment	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
SUBTOTAL	\$0.00	\$0.00	\$0.00
TOTAL PER AMOUNTS:	\$0.00	\$0.00	\$0.00
CERT / Citizens Corp / Match Share:	#DIV/0!	#DIV/0!	#DIV/0!
APPROVED BY (must be typed or signed by program):			
Date PER sent to Volunteer Florida Foundation			

Attachment F
PROGRAM STATUTES AND REGULATIONS

- I. Age Discrimination Act of 1975 42 U.S.C. § 6101 *et seq.*
- II. Americans with Disabilities Act of 1990 42 U.S.C. § 12101-1221
- III. Chapter 473, Florida Statutes: Chapter 215, Florida Statutes: Chapter 252, Florida Statutes: Emergency Management
- VI. Chapter 119 Florida Statutes: Public Records
- VII. Title VI of the Civil Rights Act of 1964 42 U.S.C. § 2000 *et seq.*
- VIII. Title VIII of the Civil Rights Acts of 1968 42 U.S.C. § 3601 *et seq.*
- IX. Copyright notice 17 U.S.C. §§ 401 or 402 also Section 1004.23, Florida Statutes
- X. Assurances, Administrative Requirements and Cost Principles 2 C.F.R. Part 200
- XI. Debarment and Suspension Executive Orders 12549 and 12689
- XII. Drug Free Workplace Act of 1988 41 U.S.C. § 701 *et seq.*
- XIII. Duplication of Benefits 2 C.F.R. Part 200, Subpart E
- XIV. Energy Policy and Conservation Act 42 U.S.C. § 6201
- XV. False Claims Act and Program Fraud Civil Remedies 31 U.S.C. § 3729 also 38 U.S.C. § 3801-3812
- XVI. Fly America Act of 1974 49 U.S.C. § 41102 also 49 U.S.C. § 40118
- XVII. Hotel and Motel Fire Safety Act of 1990 15 U.S.C. § 2225a
- XVIII. Lobbying Prohibitions 31 U.S.C. § 1352 also 2 C.F.R. § 200.950 also Section 216.347 Florida Statute and Section § 1352, Title 31 US Code
- XIX. Patents and Intellectual Property Rights 35 U.S.C. § 200 *et seq.*
- XX. Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act) U.S.C. § 1681 *et seq.*
- XXI. Trafficking Victims Protection Act of 2000 22 U.S.C. § 7104
- XXII. Rehabilitation Act of 1973 Section 504, 29 U.S.C. § 794
- XXIII. USA Patriot Act of 2001 18 U.S.C. § 175-172c
- XXIV. Whistleblower Protection Act 10 U.S.C. § 2409, 41 US.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. § § 4304 and 4310
- XXV. Rule Chapters 27P-6, 27P-11 , and 27P-19, Florida Administrative Code
- XXVII. 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- XXVIII. To the extent that 2 C.F.R. Part 200 supersedes any provision outlined above, 2 C.F.R. Part 200 shall apply
- XXIX. Contracting with Small and Minority Businesses, Women’s Business, and Labor Surplus 2 C.F.R. § 200.321

Attachment G

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

Subcontractor Covered Transactions

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

SUBCONTRACTOR:

By: _____

Signature

Sub-Recipient's Name

Name and Title

Street Address

Date

Attachment H

Criminal History Check Status Form

Each sub grant agreement shall require the awardee to certify that every volunteer who is a part of an Official Citizen Corps or CERT Program funded through this Agreement has successfully passed a level 2 background screening, prior to deployment in an emergency or disaster.

This Criminal History Check Status Form must be completed and submitted to the VF Volunteer Services department within 60 days of the program start date. Florida Department of Law Enforcement state criminal history checks and National Sex Offender Public Registry (NSOPR) checks must be completed prior to any staff serving with or without accompaniment. Failure to submit this form may result in withholding of additional funds, or the requirement to reimburse already disbursed grant funds.

National Sex Offender Public Registry: <https://www.nsopw.gov/>

Florida Department of Law Enforcement Criminal History Information:
<https://web.fdle.state.fl.us/search/app/default?0>, or
<https://web.fdle.state.fl.us/search/app/memorandum?4>

Lead Organization:	
Program Name:	
Program Start Date:	

I, _____, certify compliance with all applicable requirements, policies, regulations, and laws that apply to Florida Criminal History Background Check. I understand that providing any misrepresentation or false information could result in the Commission recouping any costs associated with the entity, individual, including travel costs, training expenses, etc.

_____	_____	_____
Signature	Organization	Date

CERT/Citizens Corps Approved Budget – PALM BEACH COUNTY

Allowable Expenditures	Quantity	Unit Costs	CERT / Citizen	Grantee Match	Total
1. Training Activities					
Medical First Aid refresher training for CERT members	2	\$2,500	\$5,000		\$5,000
Volunteer Hours	208	\$24.04		\$5,000	\$5,000
2. Exercise Activities					
3. Equipment (please refer to FEMA's Authorized Equipment List and specifically refer to in your request for equipment. For example, First Aid Equipment and Supplies (03OE-03-KITS)					
Total			\$5,000	\$5,000	\$10,000

20-

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

Page 1 of 1 pages

BGRV - 662- 03172000000000000431
BGEX - 662- 031720000000000001136

FUND 1427 - Emergency Management

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 3/17/2020	REMAINING BALANCE
Citizen Corps								
<u>Revenue</u>								
1427-662-7402-3129	Federal Grant Other Public Safety	7,000	7,000	0	2,000	5,000		
	Total Revenue and Balance	166,679	166,679	0	2,000	164,679		
<u>Expense</u>								
1427-662-7402-3421	Contractual Services-Training	5,950	5,950	0	2,000	3,950	0	3,950
	Total Appropriation and Expenditures	166,679	166,679	0	2,000	164,679	0	164,679

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

Signatures

Date

By Board of County Commissioners
At Meeting of 6/2/2020

Deputy Clerk to the
Board of County Commissioners