

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

MONDAY, JULY 1, 2013
5:30 P.M.

201 E. GREEN STREET
TAYLOR COUNTY ADMINISTRATIVE COMPLEX
OLD POST OFFICE

NOTICE IS HEREBY GIVEN, PURSUANT TO FLORIDA STATUTES 286.0105, THAT ANY PERSONS DECIDING TO APPEAL ANY MATTER CONSIDERED AT THIS MEETING WILL NEED A RECORD OF THE MEETING AND MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT. A COMMENTER MAY ONLY SPEAK ONE (1) TIME FOR EACH AGENDAED ITEM.

Prayer and Pledge of Allegiance

Welcome

1. APPROVAL OF AGENDA
2. APPROVAL OF CONSENT ITEMS A - E:

ITEMS ON THE CONSENT AGENDA ARE ROUTINE OR TECHNICAL IN NATURE, HAVE BEEN PREVIOUSLY DISCUSSED BY THE BOARD, RESOLUTIONS OF A ROUTINE NATURE, AUTHORIZATION TO ADVERTISE ORDINANCES, PUBLIC HEARINGS, AND BID SPECIFICATIONS, ITEMS THAT HAVE A UNANIMOUS RECOMMENDATION OF THE PLANNING BOARD AND STAFF FOR APPROVAL, AND OTHER ITEMS AS AUTHORIZED BY THE BOARD (TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS RULES OF PROCEDURE, SECTION II, 14:(2)(c))

- 2-A. APPROVAL OF MINUTES of May 21, 28, June 3, 6, 18 and 21, 2013.
(COPIES PROVIDED BY E-MAIL)

- 2-B. EXAMINATION AND APPROVAL OF INVOICES.

- 2-C. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS (2) TO REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND, AS SUBMITTED BY COUNTY FINANCE.
- 2-D. THE BOARD TO CONSIDER APPROVAL OF THE STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) PROGRAM FISCAL YEAR 2013-2014 FUNDING CERTIFICATION, AS AGENDAED BY MELODY COX, GRANTS COORDINATOR.
- 2-E. THE BOARD TO CONSIDER APPROVAL OF EMS SMALL COUNTY GRANT PROGRAM EXPENDITURE REPORT, AS AGENDAED BY THE GRANTS COORDINATOR.

BIDS/PUBLIC HEARINGS:

3. THE BOARD TO RECEIVE BIDS FOR THE REHABILITATION OF THREE (3) SINGLE FAMILY HOMES IN TAYLOR COUNTY, THROUGH THE SHIP PROGRAM, SET FOR THIS DATE AT 5:30 P.M., OR AS SOON THEREAFTER AS POSSIBLE.
4. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 5:35 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO DETERMINE IF THE COUNTY WILL VACATE A PART OF MCLEAN STREET AND LIVE OAK STREET IN THE SHADY GROVE SUBDIVISION, AS PETITIONED BY WALTER D. ROWELL.
5. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:

WE VALUE THE IDEAS AND INSIGHTS OF THE PUBLIC. THEREFORE, IT IS THE POLICY OF THE BOARD TO ALLOW A PERIOD FOR THE PUBLIC TO ASK QUESTIONS, REQUEST OR GIVE INFORMATION, AND REQUEST ACTION ON ITEMS NOT ON THE AGENDA.

IN MOST CASES, YOU WILL NOT RECEIVE AN IMMEDIATE RESPONSE BECAUSE THE ITEM MAY NEED TO BE RESEARCHED AND PLACED ON THE AGENDA AT A FUTURE BOARD MEETING.

YOU ARE ALLOWED TO SPEAK FOR THREE (3) MINUTES.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

6. THE BOARD TO CONSIDER APPROVAL OF ANNUAL END-OF-YEAR RECAPITULATION OF ERRORS & INSOLVENCIES, FOR ALL AD VALOREM & NON AD VALOREM ROLLS IN TAYLOR COUNTY, AS SUBMITTED BY MARK WIGGINS, TAX COLLECTOR.
7. THE BOARD TO APPROVAL OF LEASE AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE DRIVERS' LICENSE OFFICE, AS AGENDAED BY THE TAX COLLECTOR.
8. THE BOARD TO CONSIDER LEASE OPTIONS FOR OFFICE SPACE FOR THE GUARDIAN AD LITEM PROGRAM, AS AGENDAED BY DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR.

COUNTY STAFF ITEMS:

9. THE BOARD TO CONSIDER APPROVAL OF GRANT CONTRACTS FOR THE EMERGENCY MANAGEMENT PREPAREDNESS ASSISTANCE (EMPA) AND EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) PROGRAMS FOR STATE FISCAL YEAR 2014, AS AGENDAED BY DUSTIN HINKEL, EMERGENCY MANAGEMENT DIRECTOR.

COUNTY ADMINISTRATOR ITEMS:

10. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
11. ADDITIONAL COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:

WE VALUE THE IDEAS AND INSIGHTS OF THE PUBLIC. THEREFORE, IT IS THE POLICY OF THE BOARD TO ALLOW A PERIOD FOR THE PUBLIC TO ASK QUESTIONS, REQUEST OR GIVE INFORMATION, AND REQUEST ACTION ON ITEMS NOT ON THE AGENDA.

IN MOST CASES, YOU WILL NOT RECEIVE AN IMMEDIATE RESPONSE BECAUSE THE ITEM MAY NEED TO BE RESEARCHED AND PLACED ON THE AGENDA AT A FUTURE BOARD MEETING.

YOU ARE ALLOWED TO SPEAK FOR THREE (3) MINUTES.

12. BOARD INFORMATIONAL ITEMS:
13. MOTION TO ADJOURN.

FOR YOUR INFORMATION:

- THE AGENDA AND ASSOCIATED DOCUMENTATION, IF APPLICABLE, IS AVAILABLE TO THE PUBLIC ON THE FOLLOWING WEBSITE:

www.taylorcountygov.com

- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT. 7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED OR NON-AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT.
- BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

2C

RESOLUTION

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2013, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2013.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$37,958	001-3345110	Emergency Management (EMPA) Grant

Expenditures:		
\$12,028	1226-(attached)	Salaries & Benefits
\$14,180	1226-(attached)	Operations
\$11,750	1226-(attached)	Capital Outlay
\$37,958	Total	

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 1st day of July, 2013 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2013 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Sign

Annie Mae Murphy, Clerk-Auditor

Chairman

(25% of EMPa Grant 2014 State FY- 7/1/13-9/30/13)

DETAIL BUDGET REQUEST
2012/2013 FISCAL YEAR

105,800

DEPARTMENT: EMPA BASE GRANT 2012-2013

Source of Funding: 100% State

DEPARTMENT #: 1226 (7/1/13-9/30/13)

PREPARED BY:

(department head signature & date)

6/10/13

\$ 37,958

Expenditure

<u>Account #</u>	<u>Account Description</u>	<u>Amount</u>
51200	REGULAR SALARIES & WAGES 33% Salary for EM Director for 3 months 100% Salary for PT EM Specialist for 3 months	\$ 7,679
52110	OVERTIMES	\$ 2,000
52110	FICA/MEDICARE TAXES	\$ 388 741
52200	RETIREMENT CONTRIBUTIONS 7679 x 12 x 9.30% = 830	\$ 252 672
52300	HEALTH INSURANCE	\$ 639
52320	LIFE INSURANCE	\$ 5
52400	WORKERS COMPENSATION	\$ 232 292
53401	CONTRACTUAL SERVICES IDAM	\$ 2,250
54000	TRAVEL & PER DIEM FEPA and Hurricane Conferences	\$ 2,250
54100	COMMUNICATIONS PURCHASE AND MAINTENANCE OF COMMUNICATIONS EQUIPMENT	\$ 1,375
54115	POSTAGE	\$ 50
54500	INSURANCE	\$ 0
54300	UTILITY SERVICES	\$ 4,000

JACK R. BROWN
COUNTY ADMINISTRATOR
TAYLOR COUNTY, FL
201 E. GREEN ST.
PERRY, FL 32347

Net
\$12,028
86 320

353

60

182

54614	EXTERMINATION/PEST CONTRL	\$	0	
54610	R&M BUILDINGS & GROUNDS	\$	250	
54620	R&M EQUIPMENT	\$	188	
54630	R&M OFFICE MACHINES/EQUIP	\$	125	
54640	R&M AUTOMOBILE	\$	375	
54645	R&M AUTO-COUNTY LABOR	\$	63	
54902	LEGAL ADVERTISING Red Cross Hurricane Survival Guide	\$	1,375	642
54907	LICENSE/PERMIT/REGISTRAT	\$	0	
54910	DRUG TESTING	\$	25	
55101	OFFICE SUPPLIES	\$	63	
55102	OFFICE EQUIPMENT/FURNITURE <\$1,000	\$	375	
55103	EQUIPMENT <\$1,000	\$	375	
55110	OFFICE COPIER EXPENSE	\$	0	
55201	GEN. OPERATING SUPPLIES	\$	63	
55210	PETROLEUM	\$	63	
55202	SAFETY PRODUCTS/SUPPLIES	\$	85	
55220	TOOLS & IMPLEMENTS	\$	125	
55230	COMPUTER SOFTWARE	\$	0	
55250	UNIFORMS	\$	63	
55401	BOOKS/PUBL/SUB/MEMB/TRAIN.	\$	1,375	
<hr/>				
56200	CAPITAL OUTLAY BUILDING	\$	0	
56300	CAPITAL/INFRASTRUCTURE	\$	0	
56400	CAPITAL OUTLAY/EQUIPMENT	\$	750	750

14,180
subtotal-
operating

56402

CAPITAL OUTLAY/SOFTWARE

\$ 11,000

ANTICIPATE A CAPITAL EXPENSE FOR SPECIAL NEEDS REGISTRY
SOFTWARE PRIOR TO 9/30/13

#11750
Subtotal
Capital

TOTAL

\$ 37,958

REQUEST IS SLIGHTLY HIGHER THAN 25% of \$105,806 TO
ANTICIPATE FOR CAPITAL EXPENDITURES AND INCREASED
UTILITY BILLS IN THE SUMMER MONTHS

***REMAINING FUNDS AT 9/30/13 WILL BE REQUESTED TO BE
CARRIED FORWARD TO 0226 (10/1/13 – 6/30/14)

Salaries
& Benefits
Operating
Capital

Total

RESOLUTION

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2013, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2013.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$13,737	001-3312010	Emergency Management (EMPG) Grant
Expenditures:		
\$12,218	2224-(attached)	Salaries & Benefits
\$ 1,519	2224-56400	Capital Outlay
\$13,737	Total	

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 1st day of July, 2013 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2013 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Sign

Annie Mae Murphy, Clerk-Auditor

Chairman

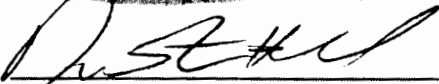
(25% of EMPG Grant 2014 State FY- 7/1/13-9/30/13)

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DETAIL BUDGET REQUEST
2012/2013 FISCAL YEAR

DEPARTMENT: EMPG GRANT
Source of Funding: 50% Federal-50% Local Match
DEPARTMENT #: 2224 (07/01/13-09/30/13)

PREPARED BY:

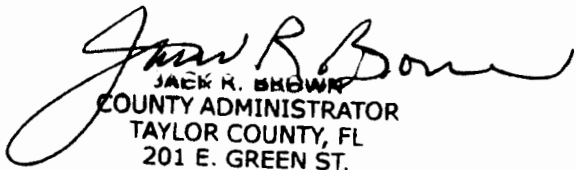
 6/10/13
(department head signature & date)

Expenditure

<u>Account #</u>	<u>Account Description</u>	<u>Amount</u>
51200	REGULAR SALARIES & WAGES 100% Salary for EM Coordinator for 3 months 28366 * 0.25	\$7,092
52110	FICA/MEDICARE	\$543
52200	RETIREMENT CONTRIBUTIONS	\$241
52300	HEALTH INSURANCE	\$4,115
52320	LIFE INSURANCE	\$ 13
54400	WORKER'S COMP	\$214
56400	CAPITAL OUTLAY-EQUIPMENT	\$ 1,519
TOTAL		\$ 13,737

25% of \$54,936 grant award

*****REMAINING FUNDS AT 9/30/13 WILL BE REQUESTED CARRIED
FORWARD TO 0224 EMPG GRANT (10/1/13 - 6/30/14)**


JACK R. BROWN
COUNTY ADMINISTRATOR
TAYLOR COUNTY, FL
201 E. GREEN ST.
PERRY, FL 32347

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to approve the State Housing Initiative Partnership (SHIP) Program Fiscal Year 2013-2014 Funding Certification.



MEETING DATE REQUESTED:

July 1, 2013

Statement of Issue: The County is eligible to receive a SHIP grant in the amount of \$350,000 and the Funding Certification is required to receive the grant funds. FY 2013-2014 SHIP funds can be used for the rehabilitation or the demolition and reconstruction of owner occupied qualified homes, and for First Time Home Buyers Down Payment Assistance.

Recommended Action: Approve the SHIP FY 2013-2014 Funding Certification.

Fiscal Impact: \$350,000 to County with no match required.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County has been awarded \$350,000 through the SHIP Program. The grant funds can be used to provide assistance to qualified homes and homeowners for the rehabilitation of their homes, demolition and reconstruction of an existing home if the house is in 51% or more disrepair, and First Time Home Buyers Down Payment Assistance. Rental property or mobile homes are not eligible for assistance. The County currently provides a maximum of \$25,000 for rehabilitation assistance, \$75,000 for demolition and new construction, and a maximum of \$10,000 for qualified First Time Homebuyers. The SHIP grants funds can also be used as a match for a CDBG Housing Assistance Grant as SHIP is state funded and CDBG is federally funded.

Attachments: State Housing Initiative Partnership (SHIP) Program Fiscal Year 2013-2014 Funding Certification

**State Housing Initiative Partnership (SHIP) Program
Fiscal Year 2013-2014 Funding Certification**

Name of Local Government

Taylor County

Projected Allocation*

\$350,000

***see allocation chart attached to this document**

Strategies	Category (HO or Rental)	Existing or New Strategy	Special Needs Eligible*	Total Units to be Served	Total \$ Amount to be Expended
Rehabilitation	HO	Existing	Yes	5	\$124,200
Home Buyer Assistance	HO	Existing	Yes	8	\$65,300
Demolition/New Construction	HO	Existing	Yes	2	\$150,000
					\$
					\$
Total must equal total allocation for 2013-2014 minus administrative costs					\$339,500

*For strategies targeting the Special Needs requirement, describe the process that will be utilized to ensure this goal is met:

We will make special needs persons that meet the eligibility requirements our first priority until this goal is met, utilizing our existing waiting list of clients. If not enough existing clients meet this requirement, we will advertise for new clients that are eligible.

Instructions for Completing Chart:

1. For Strategies:

- a. Only list strategies that you plan to fund with the 2013-2014 FY SHIP allocation.
- b. List the strategies by the name as it appears in your approved, current LHAP. If it is a new strategy, which can be noted in the third column, list the strategy name that will be proposed in your LHAP amendment.
- c. All strategies must conform to the restrictions as described in the legislative language below as well as all existing SHIP requirements.

- d. If you choose to add a new strategy to address the new program requirements, that requires a formal amendment. Funds expended on a non-approved strategy will be subject to recapture.
2. For **Category**: select homeownership (HO) or rental.
3. For **Special Needs**: Answer yes or no as to whether or not the strategy will address special needs households as required in the legislative language as part of meeting the 20% minimum requirement. This does not mean that the strategy has to specifically mention special needs households, but rather special needs households will be targeted and tracked with the strategy.
4. For **Units**: state number of households to be addressed in the strategy. This does not need to be broken down by income category for this chart.
5. For **Total**:
 - a. State the total funding amount dedicated for each strategy.
 - b. Total all strategies. This total should equal the allocation minus up to 3% for administration costs.

Proposed Administration Costs*:

\$10,500

*Local governments may not use more than 3 percent of their allocations under this section for administrative costs.

Legislative Language

Except as otherwise specified in this section, local governments must use this funding according to the SHIP statute and rules and within the parameters of their adopted local housing assistance plan.

(2) All funding appropriated under this section must be targeted for one or more of the following strategies:

- (a) Rehabilitating or modifying owner-occupied houses, including blighted homes or neighborhoods.
- (b) Assisting with purchases of existing housing, with or without rehabilitation.
- (c) Providing housing counseling services.
- (d) Providing lease-purchase assistance.
- (e) Implementing strategies approved by FHFC which are related to assisting households and communities impacted by foreclosures, using existing housing stock.

(3) Of the funding provided in this section, each local government must use a minimum of 20 percent of its allocation to serve persons with special needs as defined in s. 420.0004, Florida Statutes. Before this portion of the allocation is released by FHFC, a local government must certify that it will meet this requirement through existing approved strategies in the local assistance plan or submit a new local housing assistance plan strategy for this purpose to the FHFC for approval to ensure that it meets these specifications. The first priority of these special

needs funds must be to use them for persons with developmental disabilities as defined in s. 393.063, Florida Statutes, with an emphasis on home modifications, including technological enhancements and devices, which will allow homeowners to remain independent in their own homes and maintain their homeownership.

(4) Local governments may not use more than 3 percent of their allocations under this section for administrative costs.

Expenditure Deadlines

Except as otherwise provided in section 7 of this act, notwithstanding s. 216.301, Florida Statutes, and pursuant to s. 216.351, Florida Statutes, entities to which funds are appropriated pursuant to this act may expend such funds through the 2014-2015 fiscal year. Any funds that are **encumbered by June 30, 2015, must be disbursed (expended) by September 30, 2015**. On September 30, 2015, any funds that remain undisbursed must be transferred to the State Housing Trust Fund within the Department of Economic Opportunity. There is no provision for an expenditure extension.

Certifications for SHIP Fiscal Year 2013-2014 Funding

 Taylor County **agrees that:**
Local Government Name

1. The city/county has read and understands the legislative language as outlined in this document and as found in its entirety at:
<http://www.flsenate.gov/Session/Bill/2013/1852/BillText/er/HTML>
2. The city/county understands that we are required to meet the goals as described in the language for the allocation of SHIP funds for fiscal year 2013-2014 in addition to meeting all other SHIP program requirements in section 420.9071-9079, Florida Statutes and chapter 67-37, Florida Administrative Code.
3. The city/county will use at least 20% of the allocation of SHIP funds for fiscal year 2013-2014 for special needs households as defined in 420.0004 (13)** through approved strategies or by incorporating new strategies, prioritizing funding for persons with developmental disabilities as defined in s. 393.063 (9), Florida Statutes***, with an emphasis on home modifications, including technological enhancements and devices.
4. The city/county agrees to tracking each household for special needs and will report such data as part of the annual report or as requested by FHFC.
5. The city/county agrees to expend no more than 3% of fiscal year 2013-2014 SHIP allocation for our administrative costs to run the SHIP program.
6. The city/county understands that the expenditure deadline for this funding is September 30, 2015, and that there is no provision for expenditure extensions.

**** 420.0004 (13), F.S. "Person with special needs" means an adult person requiring independent living services in order to maintain housing or develop**

independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.

*****393.063 (9), F.S.** *“Developmental disability” means a disorder or syndrome that is attributable to retardation, cerebral palsy, autism, spina bifida, or Prader-Willi syndrome; that manifests before the age of 18; and that constitutes a substantial handicap that can reasonably be expected to continue indefinitely.*

Authorized Signature:

Pam Feagle, Chair _____

Name

Signature

Date: _____

Please return this completed form as a PDF document to robert.dearduff@floridahousing.org

2E

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to approve EMS Small County Grant Program Expenditure Report . This is the close-out report for this grant.

**MEETING DATE REQUESTED:**

July 1, 2013

Statement of Issue: The County received a grant from the Florida Department of Health, EMS Small County Grant Program in the amount of \$3,386 to purchase training equipment for DMH EMS. \$2,876.07 of the funds was expended for the equipment and we will be requesting the remaining funds in the amount of \$509.63 be carried forward to state fiscal year 2013-2014.

Recommended Action: Approve final EMS Grant Program Expenditure Report.

Fiscal Impact: The County expended \$2,876.07 to purchase EMS training equipment. No match was required by the County or DMH EMS.

Budgeted Expense: Not Applicable

Submitted By: Melody Cox, Grants

Contact: Melody Cox, Grants

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County received a grant in the amount of \$3,386 to purchase training equipment for DMH EMS. A balance of \$509.63 remains available in this grant. The Airway Trainer the EMS Director had requested had a cost of \$645 which exceeded the grant funds currently available. Taylor County will be eligible to apply for additional grant funds in July 2013 and we are requesting the remaining funds be carried forward for state fiscal year 2013-2014 and combined with new grant funds. This grant can only be applied for by county governments per Florida Statutes 401.113(2) (a).

Attachments: EMS Grant Program Expenditure Report and support documentation

Department of Health

EMS GRANT PROGRAM EXPENDITURE REPORT

Taylor County Board of

Name of Grantee: Commissioners **Grant ID Code:** C 1062

Time Period Covered: Beginning Date: 04/01/2013 Ending Date: 6/30/2013

Earned Interest: Amount \$ -0-; as of 30 6 2013
Day Month Year

Final Report (Check one): ☒ Yes ☐ No

Major Line Items	TOTAL
Approved Budget Expenditure by Major Line Item(s)	\$
Economy Adult sani-manakin (4pk) with carry case	\$335.70
BLS Trainer full body with carry bag	\$1,065.00
Airway Trainer 3 year old child with carry bag	\$645.00
ECG Trainer vest	\$800.00
I.V. Hand and arm training set	\$425.00
Arrythmia Recognition CD-ROM	\$115.00
TOTAL BUDGETED EXPENDITURES	\$ 3,385.70

Actual Expenditure to Date by Major Line Item(s)	\$
Arrythmia Recognition CD - Rom	\$115.00
Economy Adult Sani-manakin (4pk) with carry case	\$375.67
BLS Trainer full body with carry bag	\$1,125.33
ECG Trainer Vest	\$817.50
IV Hand and arm training set	\$442.57
The order for the Airway Trainer - 3 year old child was cancelled due to unanticipated increased costs due to freight charges on other items.	
TOTAL EXPENDITURES	\$ 2,876.07

BALANCE (Budgeted Less Actual Expenditures)	\$ 509.63
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Include with the progress notes an explanation of how project personnel, equipment, and any problems or barriers may impact on the grant progress.

I certify the above reports are true and correct. Expenditures were made only for items allowed by the above referenced grant.

Signature of Authorized Official

Date

SUNGARD PENTAMATION, INC.
 DATE: 06/21/2013
 TIME: 11:58:37

TAYLOR COUNTY BOARD OF COMMISSIONERS
 EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 1
 AUDIT21

SELECTION CRITERIA: 1=1 expledgr.key_orgn='0275'
 ACCOUNTING PERIODS: 1/13 THRU 9/13

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT

TOTALED ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND - 001 - GENERAL FUND
 FD/DEPT - 0275 - EMS/DEPT HEALTH GRANT

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
001-520-526-0275-0275 - EMS/DEPT HEALTH GRANT										
55102			OFFC.EQUIP/FURN.<\$1,000			.00	.00	.00	BEGINNING BALANCE	
	11/05/12	11-2				.00				
	11/05/12	13-2				2,321.00			NEW GRANT 2013	
	02/26/13	17-5	20130727-01		6727 SIMULAIDS, INC.			115.00	717-9010 ARRYTHMIA RECOGN	
	02/26/13	17-5	20130727-02		6727 SIMULAIDS, INC.			425.00	140 IV HAND AND ARM TRAIN	
	02/26/13	17-5	20130727-03		6727 SIMULAIDS, INC.			335.00	2145 ECONOMY ADUCT SANI-M	
	03/05/13	17-6	20130785-02		6727 SIMULAIDS, INC.			645.00	125 AIRWAY TRAINER - 3 YE	
	03/05/13	21-6	20130785-02		6727 SIMULAIDS, INC.		.00	-645.00	125 AIRWAY TRAINER - 3 YE	
	03/05/13	17-6	20130785-03		6727 SIMULAIDS, INC.			800.00	490 ECG TRAINING VEST	
	03/19/13	21-6	20130727-01 46420		6727 SIMULAIDS, INC.		115.00	-115.00	717-9010 ARRYTHMIA RECOGN	
	04/05/13	17-7	20130964-01		6727 SIMULAIDS, INC.			140.00	FREIGHT CHARGES FOR ITEMS	
	04/16/13	21-7	20130727-01 211505		6727 SIMULAIDS, INC.		.00	.00		
	04/16/13	21-7	20130727-02 46591		6727 SIMULAIDS, INC.		425.00	-425.00	140 IV HAND AND ARM TRAIN	
	04/16/13	21-7	20130727-03 46591		6727 SIMULAIDS, INC.		335.70	-335.00	2145 ECONOMY ADUCT SANI-M	
	04/16/13	21-7	20130964-01 46591		6727 SIMULAIDS, INC.		39.97	-39.97	FRGT.CHGS/PO#20130727	
	05/06/13	21-8	20130785-03 46712		6727 SIMULAIDS, INC.		645.00	-645.00	490 ECG TRAINING VEST	
	05/06/13	21-8	20130785-03 46712		6727 SIMULAIDS, INC.		-645.00	645.00	CR/TRAINER RETURNED	
	05/06/13	21-8	20130964-01 46712		6727 SIMULAIDS, INC.		17.57	-17.57	FRGT.CHGS/PO#20130785	
	05/06/13	21-8	20130964-01 46712		6727 SIMULAIDS, INC.		60.33	-60.33	FRGT.CHGS/PO#20130785	
	06/03/13	21-9	20130785-03 46901		6727 SIMULAIDS, INC.		800.00	-800.00	490 ECG TRAINING VEST	
	06/03/13	21-9	20130964-01 46901		6727 SIMULAIDS, INC.		17.50	-22.13	FRGT.CHGS/PO#20130785	
TOTAL			OFFC.EQUIP/FURN.<\$1,000			2,321.00	1,811.07	.00		509.93
56400 CAPITAL OUTLAY-EQUIPMENT										
	11/05/12	11-2				.00	.00	.00	BEGINNING BALANCE	
	11/05/12	13-2				1,065.00			NEW GRANT 2013	
	03/05/13	17-6	20130785-01		6727 SIMULAIDS, INC.			1,065.00	C85FB BLS TRAINER FULL BO	
	05/06/13	21-8	20130785-01 46712		6727 SIMULAIDS, INC.		1,065.00	-1,065.00	C85FB BLS TRAINER FULL BO	
	06/03/13	21-9	20130785-01 214477		6727 SIMULAIDS, INC.		.00	.00		
TOTAL			CAPITAL OUTLAY-EQUIPMENT			1,065.00	1,065.00	.00		.00
TOTAL TOTL/DEPT - EMS/DEPT HEALTH GRANT						3,386.00	2,876.07	.00		
TOTAL FUND - GENERAL FUND						3,386.00	2,876.07	.00		

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to receive bids at 5:30pm for the rehabilitation of three homes through the SHIP program.



MEETING DATE REQUESTED:

July 1, 2013

Statement of Issue: Board to receive bids for the below listed individuals who are qualified and their homes are eligible to receive rehabilitation assistance through the SHIP Program.

Katie Monroe 607 Homer J. Smith Avenue
Betty Ellison 712 N. Wilder Street
Johnnie Bell Lauria 511 S. Warner Avenue

Bids will be awarded at the July 16 meeting.

Recommended Action: Receive bids and award bids at the July 16 Board meeting.

Fiscal Impact: Not applicable. The projects are 100% funded through the SHIP Program.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The proposed recipients and their homes have been qualified for rehabilitation assistance through the SHIP Program. The proposed recipients have been on the SHIP rehabilitation waiting list since August 16, 2011. No new applications have been accepted since that time due to lack of funding. Bids are to be awarded at the July 16, 2013 meeting to the contractor(s) who submit the lowest and best bid. The SHIP program DOES allow for the local vendor preference option of awarding the bid to local contractors if the bid is within 5% or less of the lowest out of County bidder.

Attachments: Not Applicable

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to hold a public hearing to consider a resolution to abandon a portion Mclean Street & Live Oak Street in Shady Grove based on an application submitted by Walter D. Rowell.

MEETING DATE REQUESTED:

July 1, 2013

Statement of Issue: Hold a public hearing to consider abandonment of a right-of-way in Shady Grove.

Recommendation: Hold public hearing.

Fiscal Impact: N/A

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Walter D. Rowell submitted a Right-of-Way abandonment application to the Planning Department on May 17, 2013. The application consists of a request to close a portion of Mclean Street and Live Oak Street in the Hendry Addition, Town of Shady Grove Subdivision. The portions of the streets contained in the request are adjacent to Block 11 of the subdivision and Mr. Rowell owns all abutting parcels.

The County Commission approved the holding of the necessary public hearing at their meeting on June 3, 2013.

- Options:**
1. Adopt resolution to abandon the right-of-way.
 2. Deny the abandonment request.

- Attachments:**
1. Copy of application.
 2. Location map.
 5. Resolution.

MALCOLM PAGE
District 1

JIM MOODY
District 2

JODY DEVANE
District 3

PAM FEAGLE
District 4

PATRICIA PATTERSON
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

RIGHT OF WAY ABANDONMENT PETITION

FEE: \$250.00 DATE: 5/15/2013 RECEIPT #: 1091

ROAD NAME: McLean Street & Live Oak Street (part)

PHYSICAL LOCATION: Hendry Addition in Town of Shady Grove, Taylor County, Florida

APPLICANT: Walter D. Rowell

ADDRESS: County Rd 178

PHONE #: (850) 584-4516

ADJOINING PROPERTY OWNER(S)

NAME: None SIGNATURE: N/A

ADDRESS: N/A PHONE: N/A

NAME: _____ SIGNATURE: _____

ADDRESS: _____ PHONE: _____

NAME: _____ SIGNATURE: _____

ADDRESS: _____ PHONE: _____

NAME: _____ SIGNATURE: _____

ADDRESS: _____ PHONE: _____

PETITION TYPE

Plat: _____ Portion of plat: X Right-of-way: X Public easement: _____

Public interest in private right-of-way: _____

ATTACH COMPLETE LEGAL DESCRIPTION OF PORTION OF ROAD TO BE CLOSED.

ATTACH LEGAL DESCRIPTION OF EACH PORTION OF ROAD THAT WILL GO TO EACH ADJOINING PROPERTY OWNER.

ATTACH MINIMUM 8" X 11" OR 11" X 17" DRAWING CLEARLY SHOWING THE LOCATION OF THE PETITION SITE IN RELATION TO THE NEAREST PUBLIC RIGHT-OF-WAY AND AFFECTED PROPERTIES.

ATTACH A STATEMENT DETAILING THE RELEVANT REASONS IN SUPPORT OF THE REQUEST AND GRANTING OF THE PETITION.

STATEMENT

To the best of the petitioner's knowledge, the granting of the petition would not affect the ownership or right of convenient access of persons owning other property in the area or subdivision:

SIGNATURE:

Walter D. Rowell

NOTE

ACCESS TO WATER: no right-of-way, road, street or public accessway giving access to any publicly accessible waters in the County shall be closed, vacated or abandoned, except in those instances wherein the:

1. Right-of-way does not benefit the public and/or there is no adequate parking to facilitate the use of the right-of-way and it is not a burden upon the county; or
2. Petitioner offers to trade or give to the County comparable land for a right-of-way, road, street or public accessway to give access to the same body of water, such access to be of such condition as not to work a hardship to the users thereof, the reasonableness of the distance and comparable land being left to the direction of the Board of County Commissioners.

SUBMITTED BY:

Walter D. Rowell

Print Name

SIGNATURE:

Walter D. Rowell

**NOTICE OF PROCEDURES FOR THE
CLOSING OF STREETS,
THOROUGHFARES AND ALLEYS
TO WHOM IT MAY CONCERN:**

You will take notice that the Board of County Commissioners of Taylor County, Florida, upon the petition of certain of the adjacent landowners to hereinafter described property, will at 5:35 p.m. on the 1st day of July, 2013 at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347, consider and determine whether the County will vacate, abandon, close and will renounce and disclaim any and all right of the County and public in and to all street, thoroughfares and alleys which run over, upon or through the following described lots, blocks, pieces or parcels of land lying and being in Taylor County, Florida and described as follows:

DESCRIPTION:

A part of McLean Street and Live Oak Street as shown on the plat of Hendry's Addition, Town of Shady Grove Subdivision, being

LEGALS



THE FOLLOWING DESCRIBED ON
THE PLAT OF
MCLEAN STREET FROM 01 221 TO
LIVE OAK STREET BETWEEN BLOCK
1 AND 2 OF HENDRY'S ADDITION
STREET, TOWN OF MCLEAN STREET, OF
THE SECOND TOWN OF HENDRY'S
ADDITION, TOWN OF SHADY GROVE
SUBDIVISION, BEING BLOCK 11
EXCEPT 221 AND 222, TOWN OF
SHADY GROVE IN TAYLOR
COUNTY, FLORIDA.

A copy of the petition is
available to the public at the
Planning Department of Taylor
County, during regular business
hours.

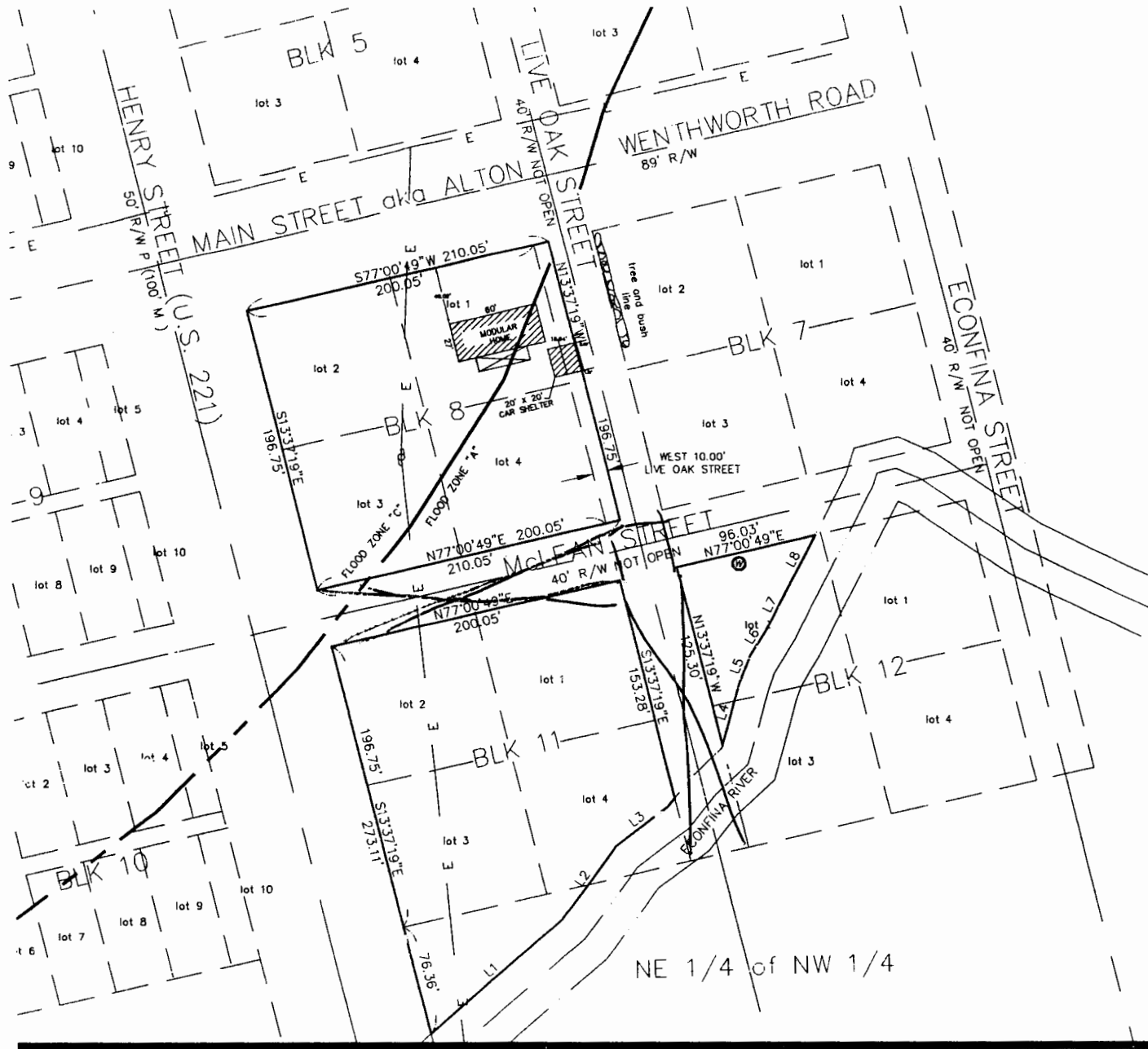
Notice is hereby given that the
Board of County Commissioners
will consider and determine
whether the County will vacate,
abandon, close and will renounce
and disclaim any and all right
of the County and public in and
to all street, thoroughfares and
alleys which run over, upon or
through the following described
lots, blocks, pieces or parcels
of land lying and being in
Taylor County, Florida and
described as follows:

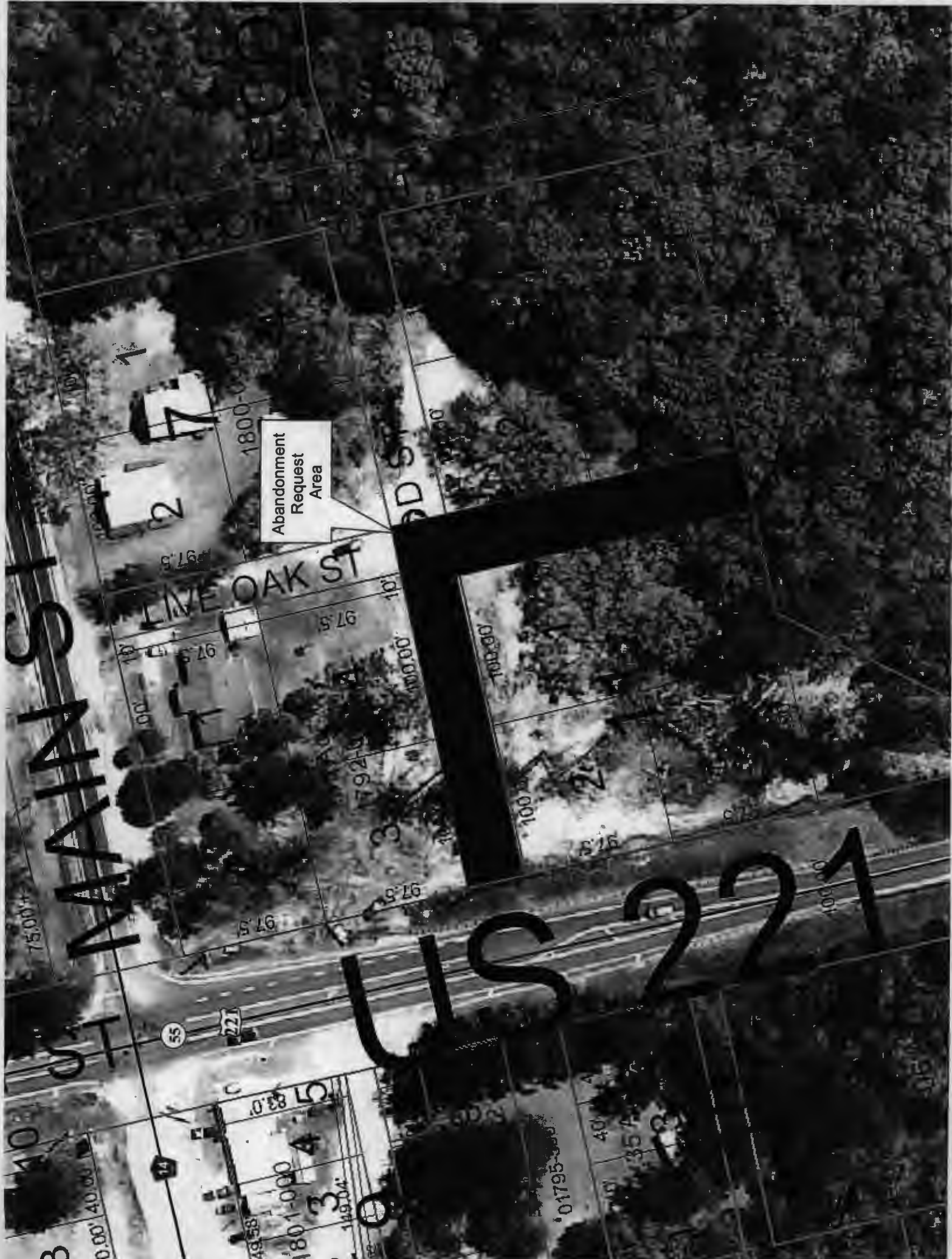
The hearing will be continued
until the Board of County
Commissioners determines it is
necessary.

This Notice shall be posted on
property owners within 500 feet
of the property directly affected
and whose address is shown by
reference to the latest approved
ad valorem roll.

MCLEAN STREET FROM US 221 TO LIVE OAK STREET, BETWEEN BLOCK 8 AND BLOCK 11, AND LIVE OAK STREET FROM MCLEAN STREET TO THE SOUTH END OF BLOCK 11. ALL STREETS AROUND BLOCK 11 EXCEPT US 221 IN THE HENDRY ADDITION OF THE TOWN OF SHADY GROVE IN TAYLOR COUNTY FLORIDA.

THERE IS NO PARKING IN THE AREA AT OR AROUND THE END OF LIVEOAK STREET.





Abandonment
Request
Area

MAIN ST

LIVE OAK ST

3RD ST

US 221

01795-333

RESOLUTION

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF
TAYLOR COUNTY, FLORIDA:

1. That, pursuant to the Notice of Proceedings for Closing of a Street duly published according to law, proof of publication of which is attached hereto and made a part hereof, a hearing was duly held at 5:35 o'clock p.m. on the 1st day of July, A.D. 2013, to consider and determine whether or not the County would vacate, abandon, discontinue, and close that certain road in Taylor County, Florida, more particularly described in the proof of publication attached hereto. At the time and place set for said hearing, all persons interested were given the opportunity to be heard. The Board of County Commissioners of Taylor County, Florida, determined that the proposed action of vacating, abandoning, discontinuing, and closing that certain road herein more particularly described will not deprive any person of a reasonable means of ingress and egress to his premises and will not materially interfere with the County's road system.

2. That, the certain road herein described be, and the same is hereby, vacated, abandoned, and discontinued and the Board of County Commissioners hereby renounces and disclaims any right of the County and public in and to any land or interest therein contained in that certain road in Taylor County, Florida, more particularly described as:

MCLEAN STREET FROM US 221 TO LIVE OAK STREET, BETWEEN BLOCK 8 AND BLOCK 11, AND LIVE OAK STREET FROM MCLEAN STREET TO THE SOUTH END OF BLOCK 11. ALL STREETS AROUND BLOCK 11 EXCEPT US 221 IN THE HENDRY ADDITION OF THE TOWN OF SHADY GROVE IN TAYLOR COUNTY, FLORIDA.

3. This resolution shall take effect when the original hereof, together with a copy of the proof of publication of the adopted Resolution, has been filed with the Clerk of the Circuit Court for recording in the Public Records of Taylor County, Florida.

DULY ADOPTED in regular session, this 1st day of July, A.D., 2013.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

(Seal)

By: _____

Pam Feagle, Chairperson

ATTEST:

Annie Mae Murphy, Clerk

APPROVED AS TO FORM

County Attorney

(6)

MARK WIGGINS, TAX COLLECTOR
OFFICE OF THE TAX COLLECTOR
Taylor County • Post Office Box 30
Perry, Florida 32348-0030

Property Tax Office
Taylor County Courthouse

Phone 850-838-3580
Fax 850-838-3543

June 24, 2013

Honorable Pam Feagle, Chairman
Taylor County Board of County Commission
Perry, FL 32347

Dear Mrs. Feagle,

Attached please find the Annual End of Year Recapitulation of Errors & Insolvencies for all
Ad Valorem & Non Ad Valorem Rolls in our county for 2012.

If there are any questions please do not hesitate to contact me.

Respectfully yours,



Mark Wiggins
Taylor County Tax Collector

MW/ke



Forest Capital of the South



TAX COLLECTOR'S RECAPITULATION OF THE NON AD VALOREM TAX ROLL FOR TAYLOR COUNTY, FLORIDA.
2012

EVERY SPACE MUST BE FILLED IN
WHERE THERE ARE SPACES THAT
ARE NOT APPLICABLE, WRITE "NONE".

DEBITS:

1. Taxes Levied as Certified to Department
of Revenue by Property Appraiser
2. Plus Additions to the Roll
3. Less Subtractions from the Roll including
Rounding Error
4. Penalties Collected on Current Roll
5. Total Taxes Levied on 20__ Tax Roll

LANDFILL (1)	OCEAN POND (2)	DEERWOOD (3)	WARRIOR CREEK (4)	STRICKLAND LANDING (5)	OAKRIDGE ESTATE (6)	STEINHATCHEE ACRES (7)	BOWDENS SUBDIVISION (8)	SCALLOP BAY (9)	GULF COAST ESTATE (10)	TOTAL NON AD VALOREM TAXES (11)
1,057,800	4,935	6,510	1,505	5,450	990	27,118	1,679	2,506	4,490	1,112,982
4,153										4,153
4,579	20	22	7	20		61	18	9	10	4,747
1,066,533	4,955	6,532	1,512	5,470	990	27,179	1,696	2,515	4,499	1,121,882

CREDITS:

Prior Year Corrections

6. Total Monies Collected
(including Individual Tax Sale Certificates)
7. Discounts Allowed
8. Total Cash Credits on Collections
(6 + 7)
9. Warrants Pending
10. County Tax Sale Certificates
11. Errors and insolvencies
12. Uncollected Taxes Due to Pending
Litigation
13. Penalties and Interest on Warrants
14. Over (-) or Under (+) Collected
15. Total Credits
(Lines 5 and 15 Should Balance)

1,009,903	4,810	6,324	1,486	5,326	950	26,441	1,655	2,438	4,333	1,063,666
23,996	110	173	27	143	40	738	42	77	167	25,511
1,033,898	4,920	6,497	1,512	5,470	990	27,179	1,696	2,515	4,499	1,089,178
13,641	35	35								13,711
18,714										18,714
280										280
NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE
1,066,533	4,955	6,532	1,512	5,470	990	27,179	1,696	2,515	4,499	1,121,882

I certify that the information contained herein is accurate and correct to the best of my knowledge and belief.

Dated: 6/24/13

Signature: Mal Wozniak

Tax Collector

INPUT

DATE

Amended

INSTRUCTIONS

TO TAX COLLECTORS:

- (1) Use this for the last sheet on your list of errors, insolvencies, double assessments, and discounts.
- (2) Do not list any item without showing the reason or code in the right-hand marginal column.
- (3) Group together as much as possible all items coming under one head. For instance, place all Errors under one heading, all Double Assessments under another, Exemptions under another, etc.
- (4) On exemptions specify whether widow, veteran, homestead, disability, etc.

RECAPITULATION

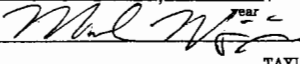
I, MARK WIGGINS, Tax Collector of TAYLOR County, Florida,

hereby certify that the within and foregoing is a true list of all; ERRORS, INSOLVENCIES, DOUBLE ASSESSMENTS and DISCOUNTS on the Assessment Roll for the year 2012; that all errors and double assessments have been plainly indicated on the Assessment Roll; that the discounts were actually earned for the month as shown; that no exemptions, other than those shown on the Assessment Roll, have been allowed by me except upon a showing of satisfactory proof that each such claim was just and legal; that each item herein marked as insolvent is in fact insolvent and, although diligent search has been made by me I have been unable to find any property upon which levy can be made to enforce the payment of the tax; that I have not collected any of the items shown on this list.

I am, therefore, entitled to credit against the 2012 Assessment Roll in the following amounts:

Errors	PROPERTY APPRAISER CORRECTIONS	\$ 48,468.
Insolvencies		\$
Double Assessments		\$ 675.
Discounts		\$ 689,727.
Federal Bankruptcies		\$ 25,571.
Others: (Specify)	NON-AD VALOREM TAX ROLL ERRORS & EXEMPTIONS	\$ 25,511.
	NON-AD DISCOUNTS	\$ 18,714.
		\$
Total		\$ 808,667.

Dated this the 25th day of JUNE, 2013


Tax Collector, TAYLOR County

TO COUNTY COMMISSIONERS:

READ CAREFULLY THE CERTIFICATE BELOW BEFORE SIGNING.

RECAPITULATION

WE, the undersigned members of the Board of County Commissioners in and for the County of TAYLOR,

Florida, hereby certify that we have carefully examined and compared each item in the within and foregoing list and the Tax Collector has stricken from this list and made a separate list of such items, which in our judgment should be collected by the Tax Collector; that to the best of our knowledge, information and belief such list is now correct, just and legal and Hon. MARK WIGGINS

Tax Collector, is therefore entitled to credit on account of said list for the following amounts:

Errors	PROPERTY APPRAISER CORRECTIONS	\$ 48,468.
Insolvencies		\$
Double Assessments		\$ 675.
Discounts		\$ 689,727.
Federal Bankruptcies		\$ 25,571.
Others: (Specify)	NON-AD VALOREM TAX ROLL ERROR & EXEMPTIONS	\$ 25,511.
	NON-AD VALOREM DISCOUNTS	\$ 18,714.
		\$
Total		\$ 808,667.

Dated this the _____ day of _____, 2013
year

Chairman

Member

Member

Member

Member

ATTEST:

Clerk

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO REVIEW AND CONSIDER APPROVAL OF LEASE AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE DRIVERS' LICENSE OFFICE, AS AGENDAED BY MARK WIGGINS, TAX COLLECTOR.

MEETING DATE REQUESTED:

JULY 1, 2013

Statement of Issue: THE BOARD TO CONSIDER A LEASE AGREEMENT

Recommended Action: APPROVE

Fiscal Impact: \$300

Budgeted Expense: YES

Submitted By: MARK WIGGINS, TAX COLLECTOR

Contact: 838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION IS THE NEW DEPARTMENT OVERSEEING THE LEASE OF THE OLD HIGHWAY PATROL STATION. AT ITS JUNE 3 MEETING THE BOARD TERMINATED ITS CURRENT LEASE AGREEMENT FOR THE BUILDING AT THE REQUEST OF THE DEPARTMENT OF MOTOR VEHICLES AND HIGHWAY SAFETY AND THE COUNTY TAX COLLECTOR.

Options: APPROVE/NOT APPROVE

Attachments: LEASE AGREEMENT

OAL1[2.018 acres, more or less]

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

LEASE AGREEMENT

Lease Number 4714

THIS LEASE AGREEMENT, made and entered into this _____ day of _____ 20__, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR", and TAYLOR COUNTY TAX COLLECTOR, hereinafter referred to as "LESSEE."

LESSOR, for and in consideration of mutual covenants and agreements hereinafter contained, does hereby lease to said LESSEE the lands described in paragraph 2 below, together with the improvements thereon, and subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.
2. DESCRIPTION OF PREMISES: The property subject to this lease, is situated in the County of Taylor, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "leased premises".
3. TERM: The term of this lease shall be for a period of fifty (50) years commencing on _____ and ending on _____, unless sooner terminated pursuant to the provisions of this lease.
4. PURPOSE: The LESSEE shall manage the leased premises only for the establishment and operation of Driver License and other Motorist Services facility, along with other related uses necessary for the accomplishment of this purpose as designated in the Land Use Plan required by paragraph 8 of this lease.
5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon the leased premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.

6. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformance with this lease.
7. ASSIGNMENT: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.
8. LAND USE PLAN: LESSEE shall prepare and submit a Land Use Plan for the leased premises, in accordance with Section 253.034, Florida Statutes. The Land Use Plan shall be submitted to LESSOR for approval through the State of Florida Department of Environmental Protection, Division of State Lands. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of LESSOR until the Land Use Plan is approved. LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Land Use Plan for the leased premises. The Land Use Plan shall be submitted to LESSOR in draft form for review and comments within ten months of the effective date of this lease. LESSEE shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. LESSEE shall not proceed with development of said leased premises including, but not limited to, funding, permit application, design or building contracts, until the Land Use Plan required herein has been submitted and approved. Any financial commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE'S own risk. The Land Use Plan shall emphasize the original management concept as approved by LESSOR on the effective date of this lease which established the primary public purpose for which the leased premises are to be managed. The approved Land Use Plan shall provide the basic guidance for all

management activities and shall be reviewed jointly by LESSEE and LESSOR. LESSEE shall not use or alter the leased premises except as provided for in the approved Land Use Plan without the prior written approval of LESSOR. The Land Use Plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Land Use Plan.

9. EASEMENTS: All easements of any nature including, but not limited to, utility easements are required to be granted by LESSOR. LESSEE is not authorized to grant any easements of any nature and any easement granted by LESSEE shall be void and without legal effect.

10. SUBLEASES: This lease is for the purposes specified herein and subleases of any nature are prohibited, without the prior written approval of LESSOR. Any sublease not approved in writing by LESSOR shall be void and without legal effect.

11. RIGHT OF INSPECTION: LESSOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect the leased premises and the works and operations of LESSEE in any matter pertaining to this lease.

12. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures and improvements shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of LESSOR as to purpose, location and design. Further, no trees other than non-native species shall be removed or major land alterations done by LESSEE without the prior written approval of LESSOR. Removable equipment and removable improvements placed on the leased premises by LESSEE which do not become a permanent part of the leased premises will remain the property of LESSEE and may be removed by LESSEE upon termination of this lease.

13. INSURANCE REQUIREMENTS: During the term of this lease LESSEE shall procure and maintain policies of fire, extended risk, and

liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the leased premises. The liability insurance coverage shall be in amounts not less than \$200,000 per person and \$300,000 per incident or occurrence for personal injury, death, and property damage on the leased premises. During the term of this lease, if Section 768.28, Florida Statutes, or its successor statute is subsequently amended to increase the amount of the liability coverages specified herein, LESSEE shall immediately obtain liability coverage for the increased amounts. Such policies of insurance shall name LESSOR and the State of Florida as additional insureds. LESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this lease and shall submit annually thereafter, written evidence of maintaining such insurance policies to the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. LESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. Any certificate of self-insurance shall be issued or approved by the Chief Financial Officer, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. LESSEE shall immediately notify LESSOR and the insurer of any erection or removal of any building or other improvement on the leased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. LESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this lease.

14. LIABILITY: Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

15. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the leased premises or to the improvements thereon, including any and all ad valorem taxes and drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the leased premises.

16. NO WAIVER OF BREACH: The failure of LESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and no waiver of LESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.

17. TIME: Time is expressly declared to be of the essence of this lease.

18. NON-DISCRIMINATION: LESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the leased premises or upon lands adjacent to and used as an adjunct of the leased premises.

19. UTILITY FEES: LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the leased premises and for having all utilities turned off when the leased premises are surrendered.

20. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same, and LESSOR specifically reserves the right to lease the leased premises for purpose of exploring and recovering oil and minerals by whatever means appropriate; provided, however, that LESSEE named herein shall be fully compensated for any and all damages that might result to the leasehold interest of said LESSEE by reason of such exploration and recovery operations.

21. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease, and LESSOR shall have the right to either audit such records at any reasonable time or require the submittal of an annual independent audit by a Certified Public Accountant during the term of this lease. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to the provisions of Chapter 119, Florida Statutes.

22. CONDITION OF PREMISES: LESSOR assumes no liability or obligation to LESSEE with reference to the condition of the leased premises. The leased premises herein are leased by LESSOR to LESSEE in an "as is" condition, with LESSOR assuming no responsibility for the care, repair, maintenance or improvement of the leased premises for the benefit of LESSEE.

23. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

24. NOTICE: All notices given under this lease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida

Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. LESSOR and LESSEE hereby designate their address as follows:

LESSOR: State of Florida Department of
Environmental Protection
Division of State Lands
Bureau of Public Land Administration, MS 130
3800 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

LESSEE: TAYLOR COUNTY TAX COLLECTOR
Attn: Mark Wiggins
P.O. Box 30
Perry, FL 32348

25. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty days of receipt of written notice, LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the leased premises or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

26. DAMAGE TO THE PREMISES: (a) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises or adjacent properties, or any part thereof. (b) LESSEE shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances

adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of LESSEE'S failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE'S failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders, and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this lease. This paragraph shall not be construed as a limitation upon the obligations or responsibilities of LESSEE as set forth herein. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state, or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release, or discharge of any

contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting periods of the applicable governmental agencies.

27. ENVIRONMENTAL AUDIT: At LESSOR'S discretion, LESSEE shall provide LESSOR with a current Phase I environmental site assessment conducted in accordance with the State of Florida Department of Environmental Protection, Division of State Lands' standards prior to termination of this lease, and if necessary a Phase II environmental site assessment.

28. SURRENDER OF PREMISES: Upon termination or expiration of this lease, LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, LESSEE shall give written notification to LESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the leased premises. Notification shall include a legal description, this lease number, and an explanation of the release. The release shall only be valid if approved by LESSOR through the execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon termination or expiration of this lease, all improvements, including both physical structures and modifications to the leased premises shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements upon termination or expiration of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the leased premises a representative of the Division of State Lands, State of Florida Department of Environmental Protection shall perform an on-site inspection and the keys to any building on the leased premises shall be turned over to the State of Florida

Department of Environmental Protection, Division of State Lands. If the improvements do not meet all conditions as set forth in paragraphs 19 and 35 herein, LESSEE shall pay all costs necessary to meet the prescribed conditions.

29. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by LESSOR or other land managing agencies for the protection and enhancement of the leased premises.

30. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises is held by LESSOR. LESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein.

31. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this lease shall be ruled by a court of competent jurisdiction, to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

32. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The Land Use Plan prepared pursuant to Chapter 18-2, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the leased premises.

33. SOVEREIGNTY SUBMERGED LANDS: This lease does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.
34. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR.
35. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, removing all trash or litter, maintaining all planned improvements as set forth in the approved Land Use Plan, and meeting all building and safety codes. LESSEE shall maintain any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this lease.
36. GOVERNING LAW: This lease shall be governed by and interpreted according to the laws of the State of Florida.
37. SECTION CAPTIONS: Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.
38. ADMINISTRATIVE FEE: LESSEE shall pay LESSOR an annual administrative fee of \$300 pursuant to subsection 18-2.020(8), Florida Administrative Code. The initial annual administrative fee shall be payable within thirty days from the date of execution of this lease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this lease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

39. SPECIAL CONDITIONS: The following special conditions shall apply to this lease: None.

IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA

Witness

Print/Type Name

Witness

Print/Type Name

By: _____ (SEAL)
CHERYL C. MCCALL, CHIEF,
BUREAU OF PUBLIC LAND
ADMINISTRATION, DIVISION OF
STATE LANDS, STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: _____
DEP Attorney

TAYLOR COUNTY TAX COLLECTOR

Witness

Print/Type Name

Witness

Print/Type Name

By: _____

Print/Type Name

Title: _____

(OFFICIAL SEAL)

"LESSEE"

STATE OF FLORIDA
COUNTY OF TAYLOR

The foregoing instrument was acknowledged before me this _____
day of _____ 20__, by _____, as
_____, on behalf of Taylor County,
Florida. He/She is personally known to me.

Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

EXHIBIT "A"
LEGAL DESCRIPTION

All that certain land situate in Taylor County, Florida, viz;

Commence at the Southeast Corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 10, Township 4 South, Range 7 East, Taylor County, Florida; and run Northerly along the East boundary of the aforesaid SW $\frac{1}{4}$ 40 feet to the North right of way boundary of State Road No. S-361; thence run South 89 degrees 39 minutes East along the North right of way boundary of said State Road 17.95 feet to the point of beginning; thence continue South 89 degrees 39 minutes East along the North right of way boundary of said State Road 235.32 feet to the beginning of an arc of a perfect circle with a radius of 50 feet; thence along the arc of said circle, an arc distance of 108.50 feet to the end of said arc and the West right of way boundary of State Road No. 20 (U.S. 19); thence run North 33 degrees 58 minutes 30 seconds West along the West boundary of said State Road No. 20, 235.32 feet; thence run North 89 degrees 39 minutes West 330 feet; thence run South 33 degrees 58 minutes 30 seconds East 330 feet back to the point of beginning, all being and lying in the South Half of Section 10, Township 4 South, Range 7 East, Taylor County, Florida.

BSM APPROVED

BY HK

DATE 2-24-13

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER LEASE OPTIONS FOR OFFICE SPACE FOR THE GUARDIAN AD LITEM PROGRAM, AS AGENDAED BY DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR



MEETING DATE REQUESTED:

JULY 1, 2013

Statement of Issue: THE BOARD TO CONSIDER A LEASE AGREEMENT

Recommended Action: DISCUSSION

Fiscal Impact: \$2,400 OR \$4,200 AND UTILITIES DEPENDING ON CHOICE

Budgeted Expense: YES

Submitted By: DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR

Contact: 838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE BOARD CHOSE TO TABLE THIS ITEM AT THE JUNE 18 REGULAR MEETING FOR FURTHER RESEARCH. THE GUARDIAN AD LITEM PROGRAM IS REQUESTING THE BOARD APPROVE A NEW LEASE AGREEMENT WITH JOHN M. WELLS FOR OFFICE SPACE LOCATED AT 103 W. BAY STREET. THE PROGRAM CITES UNRELIABILITY WITH CAPITAL CITY BANK'S ELEVATOR AND THE BANK'S DECISION TO TERMINATE ALL FUTURE LEASING OF ITS SECOND FLOOR OFFICE SPACE AT THE END OF OCTOBER 2014 AS FACTORS FORCING THE DECISION TO MOVE. CAPITAL CITY BANK HAS SUBMITTED A LEASE RENEWAL FOR THE PROGRAM FOR JULY 2013 – JULY 2014 AT THE CURRENT RATE OF \$200 PER MONTH. THE BANK ACKNOWLEDGES THAT THE ELEVATOR HAS BECOME MORE DIFFICULT TO MAINTAIN AND IS A FACTOR INFLUENCING THE BANK'S DECISION TO CEASE LEASING ITS SECOND FLOOR OFFICE SPACE BEGINNING IN NOVEMBER 2014. THE BANK HAS STATED THAT IT WILL CONTINUE TO MAINTAIN AND REPAIR THE ELEVATOR FOR THE DURATION OF THE LEASE RENEWAL.

Options: APPROVE/NOT APPROVE

Attachments: LEASE AGREEMENTS
CORRESPONDENCE
FLORIDA STATUTES 29.008

COMMERCIAL LEASE

This Lease is made and entered into at Perry, Florida, this 1st day of July 2013, by and between Capital City Bank, a corporation existing under the laws of the United States of America, hereinafter called the "Lessor," and Taylor County, a political subdivision of the State of Florida OBO Florida Third Judicial Circuit Guardian Ad Litem Program, hereinafter called the "Lessee";

WITNESSETH:

That the Lessor does hereby lease to the Lessee and the Lessee does hereby lease from the Lessor, the following described premises ("Premises") at 115 W. Green Street, Perry, Florida 32347, in Taylor County, Florida, known as Capital City Bank building, to wit:

That certain office suite, located on the second floor of the Capital City Bank Building in Perry, Taylor County, Florida, consisting of room numbered 202, containing 294 square feet, more or less.

TO HAVE AND TO HOLD the Premises for a term of one year, commencing on the 1st day of July 2013, and ending on the 1st day of July 2014, upon the covenants and agreements set forth herein.

1. **RENT.** The Lessee hereby covenants and agrees to pay the Lessor as rent for the Premises during the term of the Lease the base rental sum of Two Thousand Four Hundred Dollars (\$2,400.00), payable in monthly installments of Two Hundred Dollars (\$200.00) per month, said sums to be paid to Lessor in advance on the first day of every calendar month during the term of this Lease without notice or demand. There will be a late charge of \$5.00 in addition to the regular monthly rental in the event rent for each day rental is not received by the fifteenth (15th) day of the month. Said rent being the responsibility of Third Judicial Circuit Guardian Ad Litem Program, Lake City, FL.

2. **CONDITION OF PREMISES.** The Lessor will deliver possession of the Premises in existing order and repair and Lessee agrees to accept the Premises in "as is" condition. No representations or warranties as to the condition of the Premises have been made by the Lessor, or Lessor's agent. Lessee agrees to maintain said Premises in good repair and in safe condition during the term of this Lease at the Lessee's own expense. The Lessor shall be responsible for maintaining the roof and exterior walls of the Premises and any common areas utilized by Lessee such as sidewalks, driveways and parking areas.

3. **USE.** Premises shall be used and occupied as a professional office and the Lessee covenants and agrees not to use the Premises for any other purpose unless the Lessor first consents to such use. The Lessee agrees to use and occupy said Premises in a careful, safe and proper manner.

4. **LESSEE ESTOPPEL CERTIFICATE.** Within ten (10) days after written request by Lessor, Lessee shall execute, acknowledge and deliver to Lessor or to such other party as may be designated by Lessor, a certificate stating that this Lease is in full force and effect and has not been modified, supplemented or amended in any way, except as indicated in such certificate; that all conditions and agreements hereunder to be performed by Lessor have been satisfied or performed, except as set forth in said certificate; and that Lessee is not in default in the payment of rent or any of the other obligations required of Lessee hereunder (if such be the case); and that Lessee has paid the base rent and other rental obligations, and any required adjustments thereto (if such be the case) as of the date set forth in the certificate.

5. **SUB-LETTING.** The Lessee agrees that it will not assign any rights in the Premises without the written consent of the Lessor, which consent shall not be unreasonably withheld. Lessee will not permit any alteration or other construction to the Premises, without first obtaining the written consent of the Lessor. Any improvements constructed or affixed to the Premises by the Lessee or on behalf of the Lessee or at its request which cannot be removed without substantial injury or damage to the Premises, shall become a part of the realty and the property of the Lessor. Upon removal of any such improvements or fixtures which can be removed without causing substantial injury or damage to the Premises, Lessee shall restore the Premises to the original condition and repair any defacement or damage caused by such removal.

6. **UNIT EXPENSE.** Lessee shall be solely responsible for all tangible personal property taxes imposed on property located on the Premises.

7. **REPAIRS.** Lessor shall keep the exterior structural portions (roof, foundation and exterior walls) of the Premises in reasonable repair, provided that Lessee shall give Lessor written notice of the necessity for such repair as same affects the Premises. Lessee shall keep the interior of the Premises in good working order and repair, at the Lessee's expense. Lessee shall promptly repair, at its expense, any damage to the Premises caused by bringing into the Premises any property for Lessee's use, or by the installation or removal of such property regardless of fault or by whom such damage may be caused, unless caused solely by the affirmative acts of negligence of Lessor, its agents or employees. In the event Lessee fails to make such repairs, Lessor may, at its option, but need not, make same and Lessee agrees to pay Lessor as additional rent the cost thereof promptly upon demand by Lessor. Lessee shall not overload the floor, electric wiring or utilities serving the Premises and shall install at Lessee's sole expense, after first obtaining Lessor's written approval, any additional electric wiring that may be required in connection with Lessee's apparatus, equipment or fixtures.

8. **LIENS.** Lessee hereby indemnifies Lessor against, and shall keep the Premises free from liens for any work performed, material furnished, or obligations incurred by the Lessee. Should liens or claims be filed against the Premises by reason of Lessee's acts or omissions, Lessee shall cause same to be discharged by bond or otherwise within (10) days after filing.

9. **SIGNS, DISPLAYS AND ADVERTISING.** Lessee shall not place or have placed and maintained on or within the Premises any sign, awning or advertising visible from the exterior of the Premises not first approved in writing by Lessor. Lessor shall have the exclusive right to use the roof and Lessee shall not affix any sign or aerial to the roof of the Premises.

10. **LIABILITY FOR DAMAGE.** The Lessor shall not be liable for any damage occasioned by the negligence of the Lessee or of co-tenants or other occupants of the same building, or for damage to Lessee's property, unless such damage was caused by or attributable to the negligence of Lessor or its agents.

11. **ACCESS TO PREMISES.** Lessor shall have free access to the Premises at all reasonable times and with notice to the Lessee for the purpose of examining the same or to make or cause to be made any alteration or repairs to the building that the Lessor may deem necessary for its safety or preservation, and also during the last three (3) months of the term of this Lease for the purpose of exhibiting said Premises and putting the usual notice to rent which notice shall not be removed, obliterated or hidden by the Lessee.

12. **REDELIVERY OF PREMISES.** The Lessee shall deliver up and surrender to the Lessor possession of the Premises hereby leased upon the expiration or termination of this Lease in as good condition and repair as existed at commencement of the Lease, reasonable wear and tear excepted, and deliver the keys to the office of the Lessor or Lessor's agent.

13. **DEFAULT.** In the event that Lessee (a) fails to pay by the due date the rent or any other sum due from Lessee hereunder; or (b) fails to cease all conduct prohibited hereby or fails to cure any non-monetary defaults hereunder within five (5) days after receipt of written notice of same from Lessor; or (c) fails to take any actions required to be taken by Lessee in accordance with any of the terms, covenants and conditions of this Lease; or (d) fails to conduct business in the Premises as herein required; or (e) commits an act in violation of this Lease which Lessor has previously notified Lessee to cease more than once in any year; or (f) becomes bankrupt, insolvent or files any debtor proceeding; or (g) commits waste to the Premises; or (h) is otherwise in breach of Lessee's obligations hereunder and shall not have cured same within five (5) days following written notice from Lessor; then Lessee shall be in default hereunder and Lessor may, at its option and without further notice to Lessee, terminate Lessee's right to possession of the Premises and without terminating this Lease re-enter and resume possession of the Premises, or, declare this Lease terminated. In either event, Lessor may remove all persons and property from the Premises, with or

without resort to process of any court, and retake possession of the Premises. Notwithstanding any such re-entry by Lessor, Lessee hereby indemnifies and holds Lessor harmless from any and all loss or damage which Lessee may incur by reason of the termination of this Lease or of Lessee's rights of possession hereunder where the same is occasioned by Lessee's default under this Lease. In no event shall Lessor's termination of this Lease or termination of Lessee's rights of possession of the Premises abrogate Lessee's agreement to pay rent and any other charges due hereunder for the full term of this Lease. Following re-entry of the Premises by Lessor, Lessee shall continue to pay all such rent and any additional charges hereunder as the same become due under the terms of this Lease, together with all other expenses incurred by Lessor in regaining possession of the Premises until such time, if any, as Lessor relets same and the Premises are occupied by a successor Lessee, it being understood that Lessor shall have no obligations to mitigate Lessee's damages by reletting the Premises. If Lessor is able to relet the Premises, any sums received from the new Lessee by Lessor shall be applied first to payment of costs incident to reletting; any excess shall then be applied to any indebtedness to Lessor from Lessee other than for base rent; and any excess shall then be applied to the payment of base rent due and unpaid. The balance, if any, shall be applied against the deficiency between all amounts received hereunder and sums to be received by Lessor on reletting, which deficiency Lessee shall pay to Lessor in full, within five (5) days of notice of same from Lessor. Lessee shall have no right to any proceeds of reletting that remain following application of same in the manner set forth herein.

14. **RIGHTS AND REMEDIES.** The various rights and remedies herein granted to Lessor shall be cumulative and in addition to any others Lessor may be entitled to by law or in equity, and the exercise of one or more rights or remedies shall not impair Lessor's right to exercise any other right or remedy. In all events, Lessor shall have the right upon notice to Lessee to cure any breach by Lessee at Lessee's sole cost and expense, and Lessee shall reimburse Lessor for such expense upon demand.

15. **CONDEMNATION.** In the event of any taking by condemnation or eminent domain, the Lessee shall not be entitled to any portion of the award or compensation made for said taking, whether by right of eminent domain or private purchase in lieu thereof, made to the Lessor for the value of any unexpired term of said Lease; provided, however, that nothing contained herein shall be construed to preclude the Lessee from prosecuting any claim directly against the condemning authority for loss of business, or depreciation to, damage to, or cost of removal of, or for the value of stock, trade fixtures, furniture, and other personal property belonging to the Lessee so long as any such claim shall not diminish or otherwise adversely affect any award or compensation made to the Lessor by reason of any taking.

16. **FIRE AND CASUALTY.** In the event of destruction or damage to the Premises by fire or other casualty, Lessor shall have the option of terminating this Lease or of rebuilding and in such event written notice of such election shall be given to Lessee within sixty (60) days after the occurrence of such destruction. In the event Lessor elects to rebuild the demised premises, said building shall be restored to its former condition within a reasonable time and all rentals herein provided for shall abate for the time intervening between the destruction of the building and the complete restoration thereof. In the event Lessor elects to terminate, the rent shall be paid to or adjusted as of the date of such destruction, the term of this Lease shall then expire and this Lease shall be of no further force or effect and Lessor shall be entitled to sole possession of the Premises.

17. **TIME OF ESSENCE.** TIME IS OF THE ESSENCE OF THIS LEASE.

18. **HOLDING OVER.** Should Lessee, with Lessor's written consent, hold over at the end of the term, Lessee shall become a Lessee at will and any such holding over shall not constitute an extension of this Lease. During such holding over, Lessee shall pay rent and other charges at the highest monthly rate provided for herein.

19. **SEVERABILITY.** In the event any provision of this Lease to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and the Lease and its provisions shall be valid and enforceable to the full extent permitted by law.

20. **BROKERS.** Lessee indemnifies Lessor against any claims for brokerage commissions in connection herewith.

21. **WAIVER.** No waiver by Lessor of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Lessee of the same provision. Lessor's consent to or approval of any act by Lessee shall not be deemed to render unnecessary the obtaining of Lessor's consent to or approval of any subsequent act. No agreement by Lessor to accept Lessee's surrender of the Premises shall be valid unless written.

22. **LIABILITY INSURANCE.** Lessee shall maintain at its sole expense during the term hereof, public liability insurance covering the Premises in an amount of \$300,000.00 for injury or death to any one person and \$300,000.00 for injury and/or death to any number of persons in any one accident and property damage insurance in an amount of \$50,000.00 in companies satisfactory to Lessor in the joint names of Lessor and Lessee. Lessee shall also keep in force fire and extended coverage insurance for the full replacement value of Lessee's improvements and lessee's property, including, but not limited to, inventory, trade fixtures, furnishings and other personal property. Lessee will cause such insurance policies to name Lessor as an additional insured and to be written so as to provide that the insurer waives all right of recovery by way of subrogation against Lessor in connection with any loss or damage covered by the policy. In addition, Lessee shall keep in force workman's compensation or similar insurance to the extent required by law. Lessee shall deliver said policies or certificates thereof to Lessor within ten (10) days of the commencement of the term. Should Lessee fail to effect the insurance called for herein, Lessor may, at its sole option, procure said insurance and pay the requisite premiums, in which event, Lessee shall pay all sums so expended to Lessor, as additional rent following invoice. Each insurer under the policies required hereunder shall agree by endorsement on the policy issued by it or by independent instrument furnished to Lessor that it will give Lessor fifteen (15) days prior written notice before the policy or policies in question shall be altered or cancelled.

23. **INCREASE IN INSURANCE.** Lessee agrees that if its use of the premises is such that it causes the insurance rates on the building to increase, the Lessee will pay for the increase. Each Lessee will maintain within the leased premises a State-approved fire extinguisher in workable order at all times.

24. **BANKRUPTCY.** If, during the term of this Lease, the Lessee shall file a petition in bankruptcy, or be adjudged a bankrupt, or take advantage of any insolvency act, the Lessor may terminate this Lease upon giving written notice of termination to the Lessee whereupon said Lease shall be null, void and terminated.

25. **COVENANT OF QUIET ENJOYMENT.** The Lessor covenants and agrees that if the Lessee shall perform all of the covenants and agreements stipulated herein the Lessee shall, at all times, during the term of this Lease, have peaceable and quiet enjoyment in possession of said Premises without any manner of hindrance from Lessor or any person claiming said Premises. Should the Lessor make a bona fide sale or transfer of the Premises, then the liability of the Lessor under this covenant shall cease from the date of such sale or transfer and the new owner shall be deemed to have assumed this covenant.

26. **ORDINANCES AND LAWS.** Lessee shall use the leased premises in compliance with all laws and ordinances now or hereafter applicable and will comply with all laws, rules, orders, regulations and requirements of any governmental department or agency at its own cost and expense.

27. **ENTIRE AGREEMENT.** This lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of the Lessor to exercise any power given the Lessor hereunder, or to insist upon strict compliance by the Lessee of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the Lessor's right to demand exact compliance with the terms hereof.

28. **ATTORNEY'S FEES.** If it should become necessary for either party to enforce any covenant, agreement, or condition of this lease by legal action or to employ an attorney for collection of any money due hereunder, the prevailing party shall be entitled to reasonable attorneys fees, court costs, and other costs of such proceeding as determined by the court.

29. **NOTICES.** All notices required to be given by the parties hereto shall be held to be properly given when delivered to the following named persons at the address shown, to wit:

For Lessor:

Capital City Bank
115 West Green Street
Perry, Florida 32347

For Lessee:

Taylor Co, a Political subdivision of the State of Florida
OBO Florida Third Judicial Circuit Guardian Litem Program
115 West Green Street
Perry, FL 32347

The person to whom such notice may be given as above described may be changed from time to time by delivery of written notice thereof to the opposite party. Such changes shall be given in writing to the opposite party designating the person to whom such notices are to be directed.

30. **CANCELLATION.** This lease agreement may be canceled by either party, without reason, by giving ninety (90) days written notice to the other party. Said notice shall be sufficient if delivered personally or by certified mail. In case of cancellation only the amounts accrued to the date of cancellation shall be due and payable.

IN WITNESS WHEREOF, the Lessor has caused these presents to be signed in its name by its duly authorized officer and its corporate seal to be affixed the day and year first above written, and the Lessee has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

Lessor

CAPITAL CITY BANK

(Print/Type Name)

By: _____

Angela R. Wilson
As its, Office Manager

(Print/Type Name)

Signed, sealed and delivered
in the presence of:

Lessee

(Print/Type Name)

By: _____

(Print/Type Name)

COMMERCIAL LEASE

THIS COMMERCIAL LEASE, is executed the _____ day of _____, by and between JOHN M. WELLS, D.D. ("Landlord" or "Lessor"), whose address is 6300 WALKABOUT LANE, TAMPA, FL 33609, and _____ ("Tenant" or "Lessee"), whose address is _____.

WHEREAS, Tenant wishes to lease from Landlord the "Leased Premises" pursuant to the terms and conditions set forth in this lease and as defined or otherwise set forth in this Lease.

NOW THEREFORE, in consideration of these premises and the mutually beneficial provisions set forth below, Landlord and Tenant agree as follows:

1. Premises. Landlord leases to Tenant and Tenant leases from Landlord, subject to the terms, covenants and conditions of this lease, the "Leased Premises" described as follows:
103 W. BAY STREET, PERRY, FLA. 32347

2. Term and Commencement. The term of this lease begins on _____ and ends on _____. This lease may be extended by a mutual agreement in writing signed by both Landlord and Tenant.

3. Rent. As rent ("Rent"), Tenant shall pay at Landlord's address stated above, monthly rent in the amount of \$ 350.00, together with all sales taxes and similar excise taxes imposed by the State of Florida or other governmental unit upon or with respect to the Rent. Payments shall be made in full, plus sales tax payable on the first (1st) day of each month of the lease. If rent is not paid in full by the fifth (5th) of the month, a \$100.00 late fee will be due; provided, however, that this five (5) day grace period does not prevent Landlord from commencing eviction proceedings.

LANDLORD'S ACCEPTANCE OF ANY PARTIAL RENT PAYMENT BY TENANT DOES NOT WAIVE LANDLORD'S RIGHT TO THE FULL RENT DUE HEREUNDER OR IMPAIR LANDLORD'S EVICTION RIGHTS AND REMEDIES. LANDLORD MAY SEEK COLLECTION OF ALL RENTS DUE HEREUNDER OR COMMENCE EVICTION ACTIONS AT ANY TIME AFTER ACCEPTANCE OF A PARTIAL PAYMENT.

4. Deposit. Lessee has deposited the total sum of \$ 350.00 as a REFUNDABLE security deposit. In the event of any damage to the property or the failure of Tenant to pay rent when due, the security deposit shall be used to compensate Landlord for any such damage; provided that if the damages exceed the amount of the security deposit, the Landlord does not waive the right to commence legal collection actions against the Tenant for the remainder of the damages. The security deposit may not be used by Tenant as rent.

5. Condition of the Premises. Tenant has examined the Premises, is familiar with the condition of the Premises, and accepts them "as is," "with all faults," in their present condition. Tenant shall be responsible for any and all maintenance/upkeep for the premises.

6. Use of Premises. Tenant may use the premises only as follows: STATE OF FLORIDA GUARDIAN ad LITEM OFFICE, or uses reasonably incidental and related thereto for which the current condition of the premises is suitable. Tenant shall comply with the provisions of the Lease and with all laws, rules, regulations and ordinances applicable to the permitted use of the premises. Tenant shall not use or permit the Premises to be used for any unlawful purpose, for any purpose that will affect Landlord's ability to obtain fire or other insurance or cause an increase in the premiums for such insurance, for any purpose that is prohibited in the Lease or that may otherwise interfere with the operation of the Building as a first class office building.

7. Alterations and Improvements. Tenant may not make any changes, alterations, or improvements, or install any equipment or fixtures in or to the Premises during the term of this lease without Landlord's written approval. Landlord shall make diligent efforts to respond to Tenant within 5 business days of receipt of written request.

8. Insurance. Tenant shall obtain and maintain the following policies of insurance: a) Public liability and property damage liability insurance, with a combined single occurrence limit of not less

than \$2,000,000.00; b) Insurance covering all tenants equipment, furnishing, fixtures, and personal property providing protection against fire, extended coverage, theft, and vandalism and (c) Worker's compensation insurance as required by law.

9. **Liability and Indemnity.** Landlord is not liable or responsible to Tenant or to any other person on or about the Premises with Tenant's knowledge or consent, for damages or loss to person or property arising from or in any way related to Tenant's use of the premises.

Tenant's property is on or about the Premises at Tenant's sole risk. Tenant releases Landlord from all claims of any kind Tenant may have for damages to or loss of Tenant's property located in or about the Premises.

Tenant occupies the Premises at its own risk. Tenant releases Landlord from all claims of any kind Tenant may have arising for personal injury or loss of life in or about the Premises, unless the personal injury or loss of life is proximately caused by Landlord's willful and intentional misconduct.

Tenant shall indemnify, defend, and hold Landlord harmless of and from all claims, suits, liabilities, damages, fines, penalties, charges, losses, costs, and expenses, related to Tenant's use or occupancy of the Premises, or arising from, or in any way related to the acts or omissions of Tenant, its employees, agents, and invitee, including, but not limited to, the release, storage, or disposal or presence of hazardous waste on the Premises.

Tenant shall promptly notify Landlord of any damage to the Premises, any accident in or about the Premises, or any defect in the Premises or in any of Tenant's alterations, improvements, equipment, and fixtures installed in or about the Premises.

10. **Destruction.** If the Premises are damaged or destroyed by any casualty to such an extent that the Premises are untenantable (and the damage or destruction is not proximately related to the negligence or willful misconduct of Tenant, its employees, agents, or invitee), the Rent shall be abated for the period and in an amount corresponding to the extent to which the Premises are untenantable. Under no circumstances will Landlord be responsible to Tenant for consequential damages resulting from Tenant's inability to use the Premises during the period of untenantability or from the failure to make the Premises tenantable again.

11. **Condemnation.** If all or such a substantial portion of the Premises is taken under the power of eminent domain (or sold to the condemning authority under threat of condemnation) that the Premises are no longer suitable for Tenant's authorized use, this lease shall terminate on the date title to the premises is vested in the condemning authority, and the Rent shall be equitably adjusted. Under no circumstances, will Landlord be responsible to Tenant for consequential damages resulting from Tenant's inability to use the Premises because of condemnation.

If a portion of the Premises is taken under the power of eminent domain (or sold to the condemning authority under threat of condemnation) and the Premises are still suitable for Tenant's authorized use, this Lease shall, at Landlord's option, continue in full force and effect, but the rent shall be equitably adjusted to reflect the impairment, if any, of Tenant's use of the Premises.

Tenant waives all claims it may have to any condemnation award, whether for diminution in value of the leasehold or the fee, provided, however, that Tenant may claim such compensation from the condemning authority as may be due Tenant for damage to tenant's business and property, if such claim may be made separate from any claim by Landlord, and without prejudice to or reduction of Landlord's award.

12. **Inspection by Landlord.** Landlord, or its agents may enter the Premises during reasonable hours and with reasonable prior written or verbal notice to tenant for the following purposes; (1) to inspect the Premises; (2) to maintain or repair the Premises (if such maintenance or repair is considered necessary by Landlord in its sole discretion); and (3) to exhibit the premises to prospective purchasers, mortgagees, and tenants. Inspection is to be made with representative of Tenant.

13. **Surrender.** At the expiration of the term of this lease (whether through the passage of time or otherwise), Tenant shall surrender the Premises to Landlord in as good condition as existed when Tenant took possession, normal wear and tear, and damage by unavoidable casualty excepted. All alterations, additions, and improvements on or about the premises shall remain and become part of the Premises, and shall be surrendered in good and working order.

14. **Assignment and Subletting.** Tenant shall only be allowed to assign its interest in this lease with Landlord's prior written consent; provided, however, in the event of an assignment, that Tenant's liability for all rent due shall not be abated, and Tenant shall personally guarantee the payment of all rent from any sub-tenant, and Tenant shall remain personally liable for the remaining rent to be paid under this lease. Tenant shall also be jointly and severally liable for ALL DAMAGES caused or incurred by a sub-tenant.

15. **Prohibition Against Liens.** Tenant shall not cause or permit and shall promptly remove any mechanic's or materialmen's liens imposed against the Premises for goods or services furnished to Tenant.

16. **Subordination and Attornment.** Tenant acknowledges and agrees that this lease is, at Landlord's option, subject to and subordinated to any mortgage now or hereafter placed on the Premises or on the Lease. This provision is self-executing in that it constitutes Tenant's subordination agreement, but Tenant agrees to execute any and all additional instruments reasonably requested by Landlord evidencing Tenant's subordination.

Tenant's failure to execute any instrument of subordination or attornment as provided in this paragraph constitutes a default by tenant as provided in paragraph 17.

17. **Default.** Tenant's failure to perform or comply with any provisions of the Lease constitutes a default by tenant entitling Landlord to exercise the remedies set forth in Paragraph 18.

18. **Landlord's Remedies.** Upon Tenant's default, in addition to any other remedy available at law or in equity, Landlord shall have all the rights and remedies of Landlord under the Lease. Tenant agrees to pay Landlord all costs and expenses including reasonable attorneys' fees incurred by Landlord in:

- (a) Enforcing the terms of this Lease; or
- (b) Obtaining the remedies provided in the Lease or otherwise available at law or in equity.

19. **No Waiver by Landlord.** Landlord's waiver of a breach of any term of this lease is not a waiver of any subsequent breach of the same term or a waiver of any other term of the lease.

20. **Holding Over.** If Tenant remains in possession of the Premises after the expiration or termination of the term (if the initial term is not renewed), or at the expiration of the renewal term, with Landlord's consent but without executing a new lease, Tenant will occupy the Premises as a tenant from month-to-month at a rental rate equal to twice the monthly rental installment paid during the last month of the term of this lease, and subject to all the other terms and conditions of this lease to the extent that those terms and conditions are applicable to a month-to-month tenancy.

21. **Benefits and Burdens.** The provisions of this lease bind and are for the benefit of Landlord and Tenant, their respective heirs, successors, and assigns.

22. **Radon.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

23. **Payment of Utilities and Expenses.** Tenant shall pay for all electrical, water, and sewage utilities, all janitorial costs, and all building signage. Landlord shall pay all real estate taxes.

24. **Functioning Systems.** Tenant is accepting property in its as is condition and shall be solely responsible for any and all maintenance and upkeep.

25. **Choice of Law.** This lease shall be governed by the laws of the State of Florida.

26. **Waiver of Trial by Jury.** Landlord and Tenant waive their right to trial by jury in any action or proceeding brought by Landlord or Tenant pertaining to or in any way connected with this lease or Tenant's occupancy of the Premises.

27. **Recording.** Tenant shall not record this lease or any memorandum of this lease in the public records of ~~Dee~~^{Wayne} County, Florida, and, if Tenant records this lease or any memorandum of this lease in violation of this provision, irrevocably appoints Landlord as Tenant's attorney-in-fact to cancel of record the recorded lease or memorandum.

28. **Time is of the Essence.** Tenant agrees that time is of the essence in the performance of all covenants and obligations required of Tenant for this lease.

29. **Attorney Fees and Costs.** In connection with any litigation, including appeals, arising out of this contract, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.

30. **Modification.** This lease may be modified only by a written agreement signed by all parties.

31. **Notices.** All notices or other communications required or permitted between the parties to this lease (unless otherwise specifically provided) must be in writing and delivered by hand delivery or by U.S. certified mail, return receipt requested, postage prepaid, to the addresses set forth on page 1 of this lease, or to such other address designated by the parties in writing. Notices are properly delivered when received, if delivered by hand, or when mailed, if delivered by mail, except notices of address changes which are properly delivered only when received.

IN WITNESS WHEREOF, the parties have executed this lease the date first stated above.

Signed, sealed and delivered
in the presence of:

Landlord:

Signature

Printed Name

Signature

Printed Name

Tenant:

Signature

Printed Name

Signature

Printed Name

Linda Peacock

From: The Wells <thewells@nettally.com>
Sent: Monday, June 10, 2013 2:58 PM
To: Linda Peacock
Subject: wave deposit

I wave the deposit requirement at 103 W. Bay Street, Perry, Fl. for the state of Florida office.

John M. Wells, O.D.

10 June, 2013

406 NE LAKE DESOTO CIRCLE
LAKE CITY, FLORIDA 32055
(386) 758-1170
FAX (386) 758-1014

213 HOWARD STREET EAST
LIVE OAK, FLORIDA 32064
(386) 364-7720
FAX (386) 364-5419



P.O. BOX 26
PERRY, FLORIDA 32348
(850) 584-2159
FAX (850) 838-3345

GUARDIAN AD LITEM PROGRAM THIRD CIRCUIT

LINDA DEDGE
Circuit Director

June 13, 2013

The Guardian ad Litem Program leases office space in the Capitol City Bank Building (Room 202).

The bank will not renew leases in this building as of the next renewal date.

The elevator in the building is not operating at this time and is often not in working order. The office space, which is located on the second floor, is not accessible to several co workers and volunteers due to the elevator situation.

Linda Peacock, who occupies the office space on a daily basis, will be having knee replacement surgery in the next few months and will not have access to the office for several months without the use of the elevator.

The bank has agreed to release us from our current lease due to these circumstances.

Adequate office space has been located that will meet the needs of those effected by the lack of access to the elevator. The new office space will be available as on July 1, 2013.

Thank you,

Linda Peacock

Child Advocacy Coordinator



May 1, 2013

Via Hand Delivery to Office

Taylor County, Third Judicial Circuit Guardian Ad Litem Program
Attn: Linda Peacock
115 W. Green Street
Suite # 202
Perry, FL 32347

Re: **Notice of Cancellation of Lease**

Commercial Lease between Capital City Bank ("Lessor") and Taylor County, Third Judicial Circuit Guardian Ad Litem Program ("Lessee") dated July 1, 2012 (the "Lease") for property located at Suite #202 at 115 W. Green Street, Perry, FL ("Leased Premises")

Dear Linda:

Pursuant to the provisions of Section 30 of the Lease, please allow this to serve as Lessor's written notice to you of cancellation of the Lease, to be **effective Friday, October 31, 2014**.

If you should you have any questions regarding this please do not hesitate to call me at 223-4711.

Sincerely,

A handwritten signature in cursive script that reads "Angela R. Wilson".

Angela R. Wilson
Market Leader



June 14, 2013

Board of Commissioners
Taylor County
201 East Glen Street
Perry, FL 32347

Re: Guardian ad Litem Lease
With the Capital City Bank

Dear Sirs:

Please be advised that the Capital City Bank is releasing the Guardian ad Litem program from their lease renewal effective today. If you have any questions, please do not hesitate to call me at 850-402-7240 or email me at porter.jan@ccbg.com. Thank you.

Sincerely yours,

Jan M. Porter
Facilities Manager and
Vice President, General Services

C: Linda Peacock, Guardian ad Litem
Debbie Basset & Angela Wilson, Capital City Bank Perry Office

Select Year:

The 2012 Florida Statutes

[Title V](#)
JUDICIAL BRANCH

[Chapter 29](#)
COURT SYSTEM FUNDING

[View Entire Chapter](#)

29.008 County funding of court-related functions.—

(1) Counties are required by s. 14, Art. V of the State Constitution to fund the cost of communications services, existing radio systems, existing multiagency criminal justice information systems, and the cost of construction or lease, maintenance, utilities, and security of facilities for the circuit and county courts, public defenders' offices, state attorneys' offices, guardian ad litem offices, and the offices of the clerks of the circuit and county courts performing court-related functions. For purposes of this section, the term "circuit and county courts" includes the offices and staffing of the guardian ad litem programs, and the term "public defenders' offices" includes the offices of criminal conflict and civil regional counsel. The county designated under s. [35.05\(1\)](#) as the headquarters for each appellate district shall fund these costs for the appellate division of the public defender's office in that county. For purposes of implementing these requirements, the term:

(a) "Facility" means reasonable and necessary buildings and office space and appurtenant equipment and furnishings, structures, real estate, easements, and related interests in real estate, including, but not limited to, those for the purpose of housing legal materials for use by the general public and personnel, equipment, or functions of the circuit or county courts, public defenders' offices, state attorneys' offices, and court-related functions of the office of the clerks of the circuit and county courts and all storage. The term "facility" includes all wiring necessary for court reporting services. The term also includes access to parking for such facilities in connection with such court-related functions that may be available free or from a private provider or a local government for a fee. The office space provided by a county may not be less than the standards for space allotment adopted by the Department of Management Services, except this requirement applies only to facilities that are leased, or on which construction commences, after June 30, 2003. County funding must include physical modifications and improvements to all facilities as are required for compliance with the Americans with Disabilities Act. Upon mutual agreement of a county and the affected entity in this paragraph, the office space provided by the county may vary from the standards for space allotment adopted by the Department of Management Services.

1. As of July 1, 2005, equipment and furnishings shall be limited to that appropriate and customary for courtrooms, hearing rooms, jury facilities, and other public areas in courthouses and any other facility occupied by the courts, state attorneys, public defenders, guardians ad litem, and criminal conflict and civil regional counsel. Court reporting equipment in these areas or facilities is not a responsibility of the county.

2. Equipment and furnishings under this paragraph in existence and owned by counties on July 1, 2005, except for that in the possession of the clerks, for areas other than courtrooms, hearing rooms, jury facilities, and other public areas in courthouses and any other facility occupied by the courts, state

attorneys, and public defenders, shall be transferred to the state at no charge. This provision does not apply to any communications services as defined in paragraph (f).

(b) "Construction or lease" includes, but is not limited to, all reasonable and necessary costs of the acquisition or lease of facilities for all judicial officers, staff, jurors, volunteers of a tenant agency, and the public for the circuit and county courts, the public defenders' offices, state attorneys' offices, and for performing the court-related functions of the offices of the clerks of the circuit and county courts. This includes expenses related to financing such facilities and the existing and future cost and bonded indebtedness associated with placing the facilities in use.

(c) "Maintenance" includes, but is not limited to, all reasonable and necessary costs of custodial and groundskeeping services and renovation and reconstruction as needed to accommodate functions for the circuit and county courts, the public defenders' offices, and state attorneys' offices and for performing the court-related functions of the offices of the clerks of the circuit and county court and for maintaining the facilities in a condition appropriate and safe for the use intended.

(d) "Utilities" means all electricity services for light, heat, and power; natural or manufactured gas services for light, heat, and power; water and wastewater services and systems, stormwater or runoff services and systems, sewer services and systems, all costs or fees associated with these services and systems, and any costs or fees associated with the mitigation of environmental impacts directly related to the facility.

(e) "Security" includes but is not limited to, all reasonable and necessary costs of services of law enforcement officers or licensed security guards and all electronic, cellular, or digital monitoring and screening devices necessary to ensure the safety and security of all persons visiting or working in a facility; to provide for security of the facility, including protection of property owned by the county or the state; and for security of prisoners brought to any facility. This includes bailiffs while providing courtroom and other security for each judge and other quasi-judicial officers.

(f) "Communications services" are defined as any reasonable and necessary transmission, emission, and reception of signs, signals, writings, images, and sounds of intelligence of any nature by wire, radio, optical, audio equipment, or other electromagnetic systems and includes all facilities and equipment owned, leased, or used by judges, clerks, public defenders, state attorneys, guardians ad litem, criminal conflict and civil regional counsel, and all staff of the state courts system, state attorneys' offices, public defenders' offices, and clerks of the circuit and county courts performing court-related functions. Such system or services shall include, but not be limited to:

1. Telephone system infrastructure, including computer lines, telephone switching equipment, and maintenance, and facsimile equipment, wireless communications, cellular telephones, pagers, and video teleconferencing equipment and line charges. Each county shall continue to provide access to a local carrier for local and long distance service and shall pay toll charges for local and long distance service.

2. All computer networks, systems and equipment, including computer hardware and software, modems, printers, wiring, network connections, maintenance, support staff or services including any county-funded support staff located in the offices of the circuit court, county courts, state attorneys, public defenders, guardians ad litem, and criminal conflict and civil regional counsel; training, supplies, and line charges necessary for an integrated computer system to support the operations and management of the state courts system, the offices of the public defenders, the offices of the state attorneys, the guardian ad litem offices, the offices of criminal conflict and civil regional counsel, and the offices of the clerks of the circuit and county courts; and the capability to connect those entities and reporting data to the state as required for the transmission of revenue, performance accountability, case management, data collection, budgeting, and auditing purposes. The integrated computer system

shall be operational by July 1, 2006, and, at a minimum, permit the exchange of financial, performance accountability, case management, case disposition, and other data across multiple state and county information systems involving multiple users at both the state level and within each judicial circuit and be able to electronically exchange judicial case background data, sentencing scoresheets, and video evidence information stored in integrated case management systems over secure networks. Once the integrated system becomes operational, counties may reject requests to purchase communications services included in this subparagraph not in compliance with standards, protocols, or processes adopted by the board established pursuant to former s. 29.0086.

3. Courier messenger and subpoena services.

4. Auxiliary aids and services for qualified individuals with a disability which are necessary to ensure access to the courts. Such auxiliary aids and services include, but are not limited to, sign language interpretation services required under the federal Americans with Disabilities Act other than services required to satisfy due-process requirements and identified as a state funding responsibility pursuant to ss. 29.004, 29.005, 29.006, and 29.007, real-time transcription services for individuals who are hearing impaired, and assistive listening devices and the equipment necessary to implement such accommodations.

(g) "Existing radio systems" includes, but is not limited to, law enforcement radio systems that are used by the circuit and county courts, the offices of the public defenders, the offices of the state attorneys, and for court-related functions of the offices of the clerks of the circuit and county courts. This includes radio systems that were operational or under contract at the time Revision No. 7, 1998, to Art. V of the State Constitution was adopted and any enhancements made thereafter, the maintenance of those systems, and the personnel and supplies necessary for operation.

(h) "Existing multiagency criminal justice information systems" includes, but is not limited to, those components of the multiagency criminal justice information system as defined in s. 943.045, supporting the offices of the circuit or county courts, the public defenders' offices, the state attorneys' offices, or those portions of the offices of the clerks of the circuit and county courts performing court-related functions that are used to carry out the court-related activities of those entities. This includes upgrades and maintenance of the current equipment, maintenance and upgrades of supporting technology infrastructure and associated staff, and services and expenses to assure continued information sharing and reporting of information to the state. The counties shall also provide additional information technology services, hardware, and software as needed for new judges and staff of the state courts system, state attorneys' offices, public defenders' offices, guardian ad litem offices, and the offices of the clerks of the circuit and county courts performing court-related functions.

(2) Counties shall pay reasonable and necessary salaries, costs, and expenses of the state courts system, including associated staff and expenses, to meet local requirements.

(a) Local requirements are those specialized programs, nonjudicial staff, and other expenses associated with specialized court programs, specialized prosecution needs, specialized defense needs, or resources required of a local jurisdiction as a result of special factors or circumstances. Local requirements exist:

1. When imposed pursuant to an express statutory directive, based on such factors as provided in paragraph (b); or

2. When:

a. The county has enacted an ordinance, adopted a local program, or funded activities with a financial or operational impact on the circuit or a county within the circuit; or

b. Circumstances in a given circuit or county result in or necessitate implementation of specialized programs, the provision of nonjudicial staff and expenses to specialized court programs, special prosecution needs, specialized defense needs, or the commitment of resources to the court's jurisdiction.

(b) Factors and circumstances resulting in the establishment of a local requirement include, but are not limited to:

1. Geographic factors;
2. Demographic factors;
3. Labor market forces;
4. The number and location of court facilities; or
5. The volume, severity, complexity, or mix of court cases.

(c) Local requirements under subparagraph (a)2. must be determined by the following method:

1. The chief judge of the circuit, in conjunction with the state attorney, the public defender, and the criminal conflict and civil regional counsel only on matters that impact their offices, shall identify all local requirements within the circuit or within each county in the circuit and shall identify the reasonable and necessary salaries, costs, and expenses to meet these local requirements.

2. On or before June 1 of each year, the chief judge shall submit to the board of county commissioners a tentative budget request for local requirements for the ensuing fiscal year. The tentative budget must certify a listing of all local requirements and the reasonable and necessary salaries, costs, and expenses for each local requirement. The board of county commissioners may, by resolution, require the certification to be submitted earlier.

3. The board of county commissioners shall thereafter treat the certification in accordance with the county's budgetary procedures. A board of county commissioners may:

- a. Determine whether to provide funding, and to what extent it will provide funding, for salaries, costs, and expenses under this section;
- b. Require a county finance officer to conduct a preaudit review of any county funds provided under this section prior to disbursement;
- c. Require review or audit of funds expended under this section by the appropriate county office; and
- d. Provide additional financial support for the courts system, state attorneys, public defenders, or criminal conflict and civil regional counsel.

(d) Counties may satisfy these requirements by entering into interlocal agreements for the collective funding of these reasonable and necessary salaries, costs, and expenses.

(3) The following shall be considered a local requirement pursuant to subparagraph (2)(a)1.:

(a) Legal aid programs, which shall be funded at a level equal to or greater than the amount provided from filing fees and surcharges to legal aid programs from October 1, 2002, to September 30, 2003.

(b) Alternative sanctions coordinators pursuant to ss. 984.09 and 985.037.

(4)(a) The Department of Financial Services shall review county expenditure reports required under s. 29.0085 for the purpose of ensuring that counties fulfill the responsibilities of this section. The department shall compare county fiscal reports to determine if expenditures for the items specified in paragraphs (1)(a)-(h) and subsection (3) have increased by 1.5 percent over the prior county fiscal year. The initial review must compare county fiscal year 2005-2006 to county fiscal year 2004-2005. If the department finds that expenditures for the items specified in paragraphs (1)(a)-(h) and subsection (3) have not increased by 1.5 percent over the prior county fiscal year, the department shall notify the

President of the Senate and the Speaker of the House of Representatives and the respective county. The Legislature may determine that a county has met its obligations for items specified in this section if the prior county fiscal year included nonrecurring expenditures for facilities or information technology that is not needed in the next county fiscal year or expenditures or actions that enable a county to attain efficiencies in providing services to the court system. The Legislature may direct the Department of Revenue to withhold revenue-sharing receipts distributed pursuant to part II of chapter 218, except for revenues used for paying the principal or interest on bonds, tax anticipation certificates, or any other form of indebtedness allowed under s. ~~218.25~~(1), (2), or (4), from any county that is not in compliance with the funding obligations in this section by an amount equal to the difference between the amount spent and the amount that would have been spent had the county increased expenditures by 1.5 percent per year.

(b) The department shall transfer the withheld payments to the General Revenue Fund by March 31 of each year for the previous county fiscal year. These payments are appropriated to the Department of Revenue to pay for these responsibilities on behalf of the county.

¹(c) Counties are exempt from all requirements and provisions of paragraph (a) for the 2012-2013 fiscal year. Accordingly, for the 2012-2013 fiscal year, counties shall maintain, but are not required to increase, their expenditures for the items specified in paragraphs (1)(a)-(h) and subsection (3). The requirements described in paragraph (a) shall be reinstated beginning with the 2013-2014 fiscal year. This paragraph expires July 1, 2013.

History.—s. 8, ch. 2000-237; s. 1, ch. 2001-265; ss. 44, 45, ch. 2003-402; s. 28, ch. 2004-265; s. 17, ch. 2005-236; s. 105, ch. 2006-120; s. 6, ch. 2006-122; s. 19, ch. 2007-6; s. 19, ch. 2007-62; s. 10, ch. 2010-153; s. 23, ch. 2011-47; s. 20, ch. 2012-119.

¹Note.—Section 20, ch. 2012-119, amended paragraph (4)(c) “[i]n order to implement section 7 of the 2012-2013 General Appropriations Act.”



In advocating for an abused or neglected child, you give that child a voice—and a chance for a better life.

For more information, contact:

Florida Statewide Guardian ad Litem Program
PO Box 10628
Tallahassee, Florida 32302

www.GuardianadLitem.org
1-866-341-1425

GAL is central to fulfilling society's most fundamental obligation by making sure a qualified, compassionate adult will fight for and protect a child's right to be safe, to be treated with dignity and respect, and to learn and grow in the security of a loving family.



GAL
Guardian ad Litem
A POWERFUL VOICE FOR
FLORIDA'S CHILDREN
FLORIDA GUARDIAN AD LITEM
PROGRAM

Lift up a child's voice. A child's life.™

OJJDP Office of Juvenile Justice
and Delinquency Prevention
Office of Justice Programs • U.S. Department of Justice

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**A child's voice.
A child's life.
Lifted up.
By you.**



GAL
Guardian ad Litem
A POWERFUL VOICE FOR
FLORIDA'S CHILDREN
FLORIDA GUARDIAN AD LITEM
PROGRAM

1-866-341-1425

R

Too many children in the child welfare system lose their families, their rights and their hope.

Join our fight to make sure they don't!

We see news stories every day about children taken from an abusive home, or because of the tragic loss of a parent—to illness or violence or incarceration. We assume there must be a program or system that will take care of these children and make sure they are treated with dignity, given a safe place to live, so they can recover from their hardship and be a child again.

But there is a story behind the story that few people speak about. It is the story of a six-year-old girl who has been moved to six group homes and three schools over the past two years. The story of a toddler separated from her brothers and sisters during the most vulnerable time in her life. The story of a child being handed all his belongings in a plastic bag at the age of 18, because he has "aged out" of the system. It is a story that occurs over and over again in America's foster care and child welfare system.



But these stories can have better endings, because there is a group of trained volunteers, appointed by judges to advocate for these children. People who fight for these abused and neglected children, to make sure their basic rights and essential needs don't get overlooked or ignored by the system. These stories can have better endings because of people like you.

We are volunteer guardians ad litem (GAL) for Children, a volunteer-powered network of committed people—from all walks of life—who believe society has a fundamental obligation to these children. We are people just like you who believe that every child has the right to be treated with dignity, to be safe, and to thrive in the embrace of a loving family.

With a GAL volunteer, a child is half as likely to languish in the foster care and child welfare system, and that much more likely to find a safe, permanent home.

"While my life was so uncertain, always switching houses and never knowing who my social worker would be from one week to the next, one factor remained constant, my Guardian ad Litem."

Help us serve every child.

Today, there are many children in the system that have no access to a GAL volunteer. Until every child has a voice, the GAL Program will not rest.

Our mission is "Advocating for the child's best interest is our only interest!"

Donate.

We have a proven approach; our only challenge is to scale it. Your financial contribution is a sound investment. All donations are tax-deductible and help us expand programs and recruit and train volunteers. To Donate, please visit the Guardian ad Litem Foundation's website at www.flgal.org.

Volunteer.

This is one cause where the actions of a single individual can have a profound impact. You can be an integral part of the solution. One individual, trained and empowered to ensure that every child can thrive in the safe embrace of a loving home.

Get involved.

Don't have time to volunteer? You can still be a key part of the solution. Connect with us. We'll keep you informed on our progress and share the various ways you can help ensure abused and neglected children have their rights protected, and their future is bright. Not only is this a way to give back to your community but also to have a new life experience by making a difference in the life of a child.



Ways to help make a difference in the life of a child:

Guardian ad Litem: Requires 30hrs of training, commitment, and background check. You would then be assigned to children as their Guardian ad Litem, their "voice in court".

Board Member: Requires a strong commitment and a background check. The Board supports the GAL Program by fundraising and raising community awareness.

Monetary donations: One time donations, sponsoring fundraising events, or yearly pledges are always welcome.

In kind donations: Items such as gift certificates for door prizes and Christmas gifts for the children are needed.

Endowments: Naming the program as a beneficiary in your will is just another way to support the program in perpetuity.



Voices for Children of the Suwannee Valley, Inc.

Serving Columbia, Dixie, Hamilton,
Lafayette, Madison, Suwannee,
and Taylor Counties.

For more information, to make a
donation, or to volunteer,
please call 1-386-364-7720

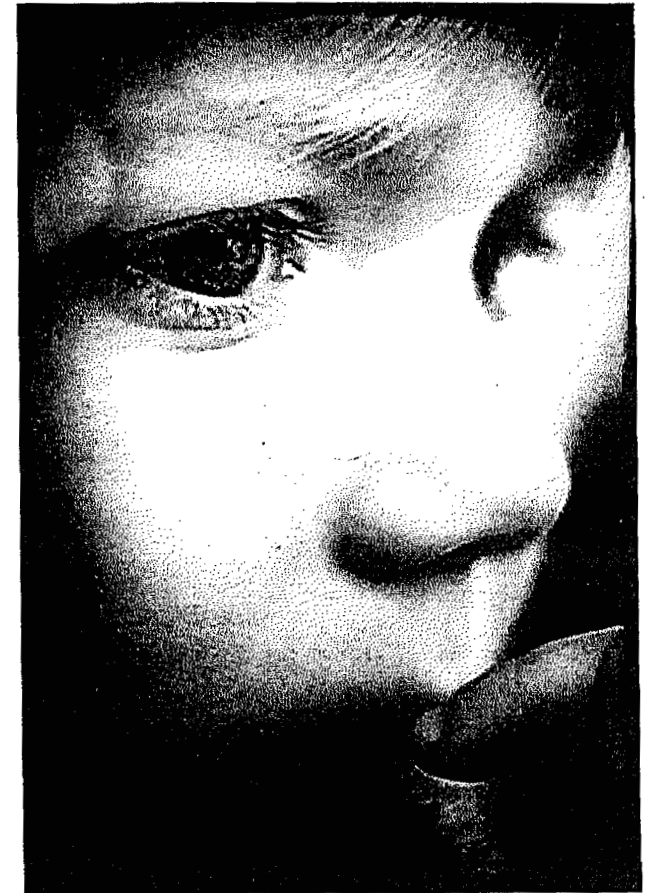
213 Howard Street East
Live Oak, Florida 32064

<http://www.facebook.com/VoicesforChildren>



Voices for Children is the non-profit, 501 (C)3 supporting the 3rd Circuit Guardian ad Litem Program that gives abused and neglected children a voice in court proceedings.

"A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE."



WILL YOU BE MY VOICE?

Voices for Children of The Suwannee Valley, Inc.

Voices for Children of the Suwannee Valley, INC.

Helping abused and neglected children.....

Voices for Children of the Suwannee Valley, Inc. is a charitable, not-for-profit, volunteer group.

Through fundraising events, endowments, and donations, Voices for Children of the Suwannee Valley, Inc. provides support to the Guardian ad Litem Program



who represent abused, abandoned and neglected children in

Columbia, Dixie, Hamilton, Lafayette, Madison, Suwannee, and Taylor Counties. Children receive the following items as the need arises; backpacks and school supplies, clothes, shoes, tuition to summer camp, educational tutoring, school trip expenses, fees for tests such as the GED and SAT and much more. Voices also provides support for volunteer recruitment and training.

"Volunteers do not necessarily have the time; they just have the heart"

-Elizabeth Andrew

"Imagine that you are a child and you have lost the ability to see.

You have also lost the ability to speak and to hear. Now imagine that you have been taken



away from your family, because they have abused you, and now you have been placed with strangers. You have no way to communicate and you know little about why this is happening to you. This is how a child involved in dependency court feels and this is why Guardians ad Litem are so essential, they are the Judge's eyes and ears, they are a CHILD'S VOICE IN COURT."

HONORABLE DAVID W. FINA
Circuit Judge, 3rd Judicial Circuit

Voices for Children is a recipient of a Victims of Crime Act Grant (VOCA) to advocate for child victims of crime.

Caring is all the experience you need to be a volunteer Guardian ad Litem.....

YES, I want to "Be a Voice" and help a child in need.

"We worry about what a child will become tomorrow, yet we forget that he is someone today."

-Stacia Tauscher



Voices for Children was incorporated in 1986 and has been an approved United Way agency since 1993.



100% of your contributions to Voices for Children remains in these seven counties represented by the Guardian ad Litem of the Third Judicial Circuit.



885 SW SISTERS WELCOME ROAD
LAKE CITY, FLORIDA 32025
(386) 758-1170
FAX (386) 758-1014

213 HOWARD STREET EAST
LIVE OAK, FLORIDA 32064
(386) 364-7720
FAX (386) 364-5419



POST OFFICE BOX 26
PERRY, FLORIDA 32348
(850) 584-2159
FAX (850) 838-3345

**GUARDIAN AD LITEM PROGRAM
THIRD CIRCUIT**

LINDA DEDGE
CIRCUIT DIRECTOR

June 13, 2013

Taylor County Clerk of Court
Honorable Anne Mae Murphy
Post Office Box 620
Perry, Florida 32348

RE: Budget Request of the Guardian ad Litem Program for 2013-2014

Dear Ms Murphy:

I respectfully submit the budget for the Guardian ad Litem Program for fiscal year 2013-2014. I have included a summary of the budget along with Florida Statute 29.008.

Your county's assessment reflects a SMALL INCREASE of \$525.13 your county's assessment for fiscal year October 1, 2013 to September 30, 2014 is \$15,078.60.

Quarterly payments of \$3,769.70 would be appreciated and are due on October 1, January 1, April 1, and July 1st.

I greatly appreciate the support you provide to our program and to the abused and neglected children of Taylor County that we work with daily.

If you have any questions please feel free to contact me.

Sincerely,

Linda Dedge

Linda Dedge
Circuit Director

Encl: 13-14 Budget Summary, Florida Statute 29.008

13/14 PROPOSED COUNTY BUDGET REQUEST FOR 3rd Circuit Guardian ad Litem

THIRD CIRCUIT TOTALS	RENT/LEASE & FACILITIES	COMMUNICATIONS	COMPUTER TECH.	TOTALS
	96581.00	22060.00	4350.00	122991.00

	PERCENT	RENT/LEASE & FACILITIES	COMMUNICATIONS	COMPUTER TECH.	TOTALS	
COLUMBIA	34.91%	33716.50	7701.20	1518.40	42936.10	minus 180.00 of in-kind
DIXIE	8.43%	8141.80	1859.70	366.70	10368.20	
HAMILTON	7.80%	7533.40	1720.70	339.30	9593.40	
LAFAYETTE	4.37%	4220.60	964.10	190.10	5374.80	
MADISON	10.92%	10546.70	2409.00	475.10	13430.80	
SUWANNEE	21.31%	20581.10	4701.00	927.00	26209.10	minus 2580.00 of in-kind
TAYLOR	12.26%	11840.90	2704.29	533.40	15078.60	
	100.00%	96581.00	22060.00	4350.00	122991.00	

COUNTY	ANNUAL ASSESSMENT	QUARTERLY INVOICE AMOUNT	
COLUMBIA	42936.10	10689.10	180.00 yr in kind credit
DIXIE	10368.20	2592.10	
HAMILTON	9593.40	2398.40	
LAFAYETTE	5374.80	1343.70	
MADISON	13430.80	3357.70	
SUWANNEE	26209.10	5907.30	2580.00 yr in-kind credit
TAYLOR	15078.60	3769.70	
	122991.00		

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:


THE BOARD TO CONSIDER APPROVAL OF GRANT CONTRACTS FOR THE EMERGENCY MANAGEMENT PREPAREDNESS ASSISTANCE (EMPA) AND EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) PROGRAMS FOR STATE FISCAL YEAR 2014, AS AGENDAED BY DUSTIN HINKEL, EMERGENCY MANAGEMENT DIRECTOR

MEETING DATE REQUESTED:

JULY 1, 2013

Statement of Issue: THE BOARD TO CONSIDER APPROVAL OF STATE GRANTS

Recommended Action: APPROVE

Fiscal Impact: \$160,742

Budgeted Expense: YES

Submitted By: DUSTIN HINKEL, EM DIRECTOR

Contact: 838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE EMPA AND EMPG FUNDS RECEIVED FROM THE STATE MAKE UP 87% OF THE EM DEPARTMENT'S OPERATIONAL BUDGET. THE FUNDS ARE 100% REIMBURSABLE AS LONG AS THE COUNTY MAINTAINS ITS LOCAL MATCH.

Options: APPROVE/NOT APPROVE

Attachments: EMPA CONTRACT (4 ORIGINALS FOR SIGNATURE)
EMPG CONTRACT (4 ORIGINALS FOR SIGNATURE)

STATE-FUNDED SUBGRANT AGREEMENT

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

(1) SCOPE OF WORK.

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

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

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

(3) PERIOD OF AGREEMENT

This Agreement shall begin on July 1, 2013 and shall end June 30, 2014, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

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

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.
3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in

a form sufficient to determine compliance with the requirements and objectives of the Program Budget and Scope of Work - Attachment A and B - and all other applicable laws and regulations.

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

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

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

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

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

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

In connection with the audit requirements addressed in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(e), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

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

(e) Report Submission

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

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

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

4. Any reports, management letter, or other information required to be submitted to the Division of Emergency Management pursuant to this Agreement shall be submitted on time as required under OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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

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

(g) The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Division no later than nine (9) months from the end of the Recipient's fiscal year.

(7) REPORTS

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

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

(c) The close-out report is due 45 days after termination of this Agreement or 45 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraphs (10), (11) and (12) of this Agreement, and Rule 27P-19.014, Florida Administrative Code. "Acceptable to the Division" means that the work product was completed in accordance with the Program Budget and Scope of Work.

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

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

(8) MONITORING

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

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

(9) LIABILITY

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

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

(10) DEFAULT

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

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

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

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

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

(11) REMEDIES

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

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

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

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

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

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

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

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

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

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

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

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

(12) TERMINATION.

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

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

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

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

(13) NOTICE AND CONTACT.

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

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

Teresa Warner
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-922-1637
Fax: 850-488-7842
Email: teresa.warner@em.myflorida.com

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

____Dustin Hinkel____
____Taylor County Board of County Commissioners____
____201 East Green Street____
____Perry, FL 32347____
Telephone: ____850-838-3500x7____
Fax: ____850-838-3501____
Email: ____em.director@taylorcountygov.com____

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

(14) SUBCONTRACTS

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

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

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

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

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Program Budget

Attachment B – Scope of Work

Attachment C – Budget Narrative

Attachment D – Deliverables

Attachment E – Reports

Attachment F – Program Statutes, Regulations and Program Requirements

Attachment G – Justification of Advance Payment

Attachment H – Warranties and Representations

Attachment I – Certification Regarding Debarment

Attachment J – Statement of Assurances

Attachment K – Reporting Forms

(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 **\$105,806**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. 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. All advances are required to be held in an interest-bearing account. 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 G. Attachment G will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

(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 Program Budget and Scope of Work, Attachment A and B of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly financial reporting as referenced in Paragraph 7 of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

Changes to the amount of funding pursuant to Paragraph (17)(a) above may be accomplished by notice from the Division to the Recipient. The Division may make an award of additional funds by subsequent modification.

All funds received hereunder shall be placed in an interest-bearing account with a separate account code identifier for tracking all deposits, expenditures and interest earned. Funds disbursed to the Recipient by the Division that are not expended in implementing this program shall be returned to the Division, along with any interest earned on all funds received under this Agreement, within ninety (90) days of the expiration of the award Agreement.

The Recipient 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 Recipient shall utilize competitive procurement practices.

Any requests received after **July 31, 2014**, at the discretion of the Division, may not be reimbursed from this Agreement.

This agreement may be renewed, at the Division's sole discretion, for a period that may not exceed three years or the term of the original Agreement, whichever period is longer, specifying the renewed price and subject to the availability of funds. Pursuant to Section 287.057(13), Florida Statutes, exceptional purchase contracts pursuant to Section 287.057(3)(a) and (c), may not be renewed.

At a minimum, the Recipient shall continue to provide other funding for the Recipient's Emergency Management Agency at an amount equal to either: (1) the average of the previous three years' level of county general revenue funding of the Recipient's Emergency Management Agency; or (2) the level of funding for the Recipient's Emergency Management Agency for the last fiscal year, whichever figure is lower (Rule 27P-19.011, Florida Administrative Code). Recipient's general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the local emergency management agency as defined by Section 252.38, Florida Statutes, shall not be included in determining the "level of county funding of the Recipient's Emergency Management Agency." The Recipient shall certify compliance with Rule Chapter 27P-19, Florida Administrative by its execution of this Agreement, and as a condition precedent to receipt of funding.

All payments relating to the Agreement shall be mailed to the following address:

Taylor County Board of County Commissioners

Finance Department

P.O. Box 620

Perry, FL 32348

(18) REPAYMENTS

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

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

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

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and

void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

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

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

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

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

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

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and

4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

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

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

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

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

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061(14)(a), Fla. Stat. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

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

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

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

violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

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

(o) All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

(p) The Agreement may be charged only with allowable costs resulting from obligations incurred during the term of the Agreement.

(q) Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

(20) LOBBYING PROHIBITION

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

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

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

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

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

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

(21) COPYRIGHT, PATENT AND TRADEMARK

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

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

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

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property

which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

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

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment J.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

TAYLOR COUNTY

By: _____

Name and title: _____

Date: _____

FID# _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANGEMENT

By: _____

Name and Title: Bryan Koon, Director

Date: _____

EXHIBIT – 1

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

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

State Project -

State awarding agency: Division of Emergency Management

Catalog of State Financial Assistance title: Emergency Management Programs

Catalog of State Financial Assistance number: 31.063

\$105,806

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

Pursuant to Section 252.373, Florida Statutes and Rule Chapter 27P-19, Florida Administrative Code.

Eligible activities for these funds are salaries and expenses relating to maintaining and enhancing county emergency management plans and programs.

Eligible recipients for these funds are the 67 Florida counties.

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

Program Budget

- Below is a general budget which outlines eligible categories and their allocation.
- The transfer of funds between the categories listed in the Program Budget is permitted.

FUND			
BUDGET			
FY 2013-2014 – Emergency Management Preparedness and Assistance Grant	TAYLOR COUNTY	Salary and Benefits	\$39,174
		Other Personal/Contractual Services (OPS)	
		Expenses	\$52,644
		Operating Capital Outlay (OCO)	\$13,988
		Fixed Capital Outlay (FCO)	

Attachment B

Scope of Work

Intent of Agreement: The intent of the EMPA Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program. Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/ emergencies.

Base Grant funding from the Emergency Management Preparedness and Assistance Trust Fund is intended to enhance county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes). This Scope of Work recognizes that each recipient is at a varying level of preparedness, and it is understood that each county has a unique geography, faces unique threats and hazards, and serves a unique population.

The objective of this funding is to assist in providing operating support for the areas outlined in Attachment C to maintain a county emergency management program. The objective is to help fund the county Emergency Management programs and maintain a 24-7 (this includes on-call coverage) daily response to county emergencies. The minimum acceptable standard for payment is a twelve month 24-7 operation. Emergency Management operation below the minimum standard will result in a prorated reduction in payment.

In addition, the County is to achieve the following emergency management goals throughout the contract period to ensure county compliance and coordination with the state emergency management. Items listed in Attachment D are to be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to ensure county compliance. Any two goals in the series of 1 to 6 not completed will cause a 5% reduction in the last quarter payment. Documentation supporting the completion of the goals outlined below should be submitted on the Quarterly Financial report.

By signing this Agreement the Recipient certifies that it will use the award to enhance its Emergency Management Program.

Monitoring: Monitoring may be accomplished through either a desk-based review or on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, and other attributes of each county and will identify areas where technical assistance, corrective actions and other support may be needed.

Desk monitoring is the review of projects, financial activity and technical assistance between the Division and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the recipient agencies by a Division representative who examines records, procedures and equipment.

Each year the Division will conduct on-site visits for up to 25% of the 2013-2014 county agreements.

The Division may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or Division leadership. The method of gathering this information will be determined on a case-by-case basis.

Attachment C
Budget Narrative

I. Categories and Eligible Activities

Emergency Management Preparedness and Assistance Grant

FY2013-2014 allowable costs are divided into the following categories: **salary and benefits, other personal contractual services, expenses, operating capital outlay and fixed capital outlay** are allowable.

A. Salaries and Benefits

Salaries and Benefits are eligible for reimbursement under the EMPA Agreement. The Staffing Detail Worksheet must list the position for which reimbursement is requested. Eligible categories for reimbursement include, but are not limited to:

- Regular Salary
- Overtime
- FICA
- SS/Medicare
- Retirement
- Life/Health Insurance
- Leave Payout
 - Accumulated sick/vacation time paid out within the Agreement period (this must be claimed during the Agreement period in which the payout occurred (regardless of which Agreements were in place at the time of accumulation)

B. Other Personal/Contractual Services

This category allows for reimbursement for services by a person(s) who is not a regular or full time employee filling established positions. This includes but is not limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.

Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the Contract Manager for the Division for review either via e-mail or U.S. Mail. The Division will respond within five (5) business days to requests for pre-approval unless additional information is needed from the county. If requested, the response date will begin when the additional information is received. If no response is received by the close of business on the 5th business day, the contract or purchase order will be approved by default. Once approved, a copy of the Agreement must be sent to the Contract Manager within ten (10) days of execution.

C. Expenses

Expenses are defined as usual, ordinary, and incidental expenditures by an agency, including but not limited to, commodities and supplies of a consumable nature, current obligations and fixed charges. Expenditures defined as Operating or Fixed Capital Outlay should not be included in this category. Backup Documentation should reflect the amount requested on the Expenses Detail of Claims form.

Eligible items in the Expenses category include, but are not limited to:

- Utility (electric, water and sewage) and Telephone Bills (landlines, cellular, and satellite)
- Internet Service

- Maintenance Agreements for equipment or services
- General Office Supplies
- Travel to/from meetings and conferences related to emergency management
- Travel to training and/or exercises related to emergency management
- Dues and Conference Travel as it relates to the Scope of Work
- Equipment (that does not qualify as OCO or FCO)
- Software and upgrades
- Publications and Training Materials
- Postage
- Apparel for identification of Emergency Management Staff in the field
- Fuel for Emergency Management vehicles
- Food/Beverages for activations (must have Governor's Executive Order or a declared Local State of Emergency)

Maintenance and Service Contracts or Purchase Orders Maintenance and Service Contracts and Purchase order timeframes are at the discretion of the county. However, reimbursement can only be claimed for services within the Agreement period. These Agreements cannot be rolled over from year to year. The procurement process must be repeated each year to ensure competitive solicitation.

D. Operating Capital Outlay

Operating Capital Outlay (OCO) is defined as equipment, fixtures and other tangible personal property of a non-consumable nature that has a normal expected life of one year or more.

Eligible items include, but are not limited to:

- Computers, printers, copiers and fax machines
- Radios, satellite telephones and other communications equipment
- Furniture for Emergency Management Offices and Emergency Operation Centers
- Shelving for storage of Emergency Management equipment
- Vehicles for the Emergency Management Program (see note regarding vehicle purchases below)

E. Fixed Capital Outlay

Fixed Capital Outlay (FCO) is defined as real property (land, buildings including appurtenances, fixtures and fixed equipment, structures, etc.) including additions, replacements, major repairs and renovations to real property which materially extend its useful life or materially improve or change its functional use, and including operating capital outlay necessary to furnish and operate a new or improved facility.

Eligible items include, but are not limited to:

- Major repairs to the County Emergency Operations Center
- Central Heat/Air
- Out buildings for storage of Emergency Management Equipment
- Security Improvements (i.e. Cameras and equipment to operate)
- Generators and Installation

II. Eligibility Requirements:

Rule 27P-19.004, Florida Administrative Code (F.A.C.) requires Counties to certify their commitment to employ and maintain either a Full-time Director or Part-time Coordinator.

Counties must also maintain a County Emergency Management budget that is equal to the amount of the previous year or the average of the previous three years' level of funding. If the county budget is reduced for any reason, a waiver must be requested no later than forty-five (45) days prior to the beginning of the county fiscal year. Rule 27P-19.011, F.A.C. further defines these requirements.

Attachment D

Deliverables

The objective of this funding is to assist in providing operating support for the areas outlined in Attachment B and C to maintain a county emergency management program. The objective is to help fund the county Emergency Management programs and maintain a 24-7 (this includes on-call coverage) daily response to county emergencies. The minimum acceptable standard for payment is a twelve month 24-7 operation. Emergency Management operation below the minimum standard will result in a prorated reduction in payment.

In addition, the County is to achieve the following emergency management goals throughout the contract period to ensure county compliance and coordination with the state emergency management. Items listed below are to be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to ensure county compliance. Any two goals in the series of 1 to 6 not completed will cause a 5% reduction in the last quarter payment. Documentation supporting the completion of the goals outlined below should be submitted on the Quarterly Financial report.

1. **COORDINATION AND COLLABORATION** - Utilizing the elements below, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs. See Data Download and Upload details in # 6 below.
 - A) Need to attend at least three and provide an agenda or a copy of the certificate to show participation in the following during this contract period (July 1, 2013 – June 30, 2014):
 - Quarterly Regional Coordination Meetings – submittal of agenda is NOT required
 - Current Issues in Emergency Management (CIEM) – submittal of certification is NOT required
 - Florida Governor's Hurricane Conference or National Hurricane Conference
 - Florida Emergency Preparedness Association Annual Meeting
 - Florida Emergency Preparedness Association Mid Year Work Session
 - Local Mitigation Strategy (LMS) Workshops
 - Professional Development Conferences & Training
 - B) Update and submit changes to the County Contact Form, to include County Officials annually or as changes occur.
 - C) Hold at least one (1) Emergency Operations Center (EOC) concept of operations meeting to include Emergency Support Function (ESF) and community partners prior to the start of hurricane season.
 - D) Hold at least one (1) Recovery Strategy meeting to include the appropriate ESF, Non Government Partners (NGO) and community partners prior to the start of hurricane season.
2. **TRAINING AND EXERCISE** - To ensure that each county emergency management agency maintains a comprehensive, all hazards training and exercise program to evaluate and test all aspects of the local emergency management system including activation of the county EOC, during this contract period (July 1, 2013 – June 30, 2014), the county shall:
 - A) Participate in the annual Statewide Hurricane Exercise and submit the following within 90 days. See Data Download and upload details in # 6 below.
 - One (1) Incident Action Plan (IAP) OR one (1) Situation Report (SITREP) with a roster of participants; and
 - Participate in at least one (1) conference call.
 - B) Submit an After Action Report (AAR) and Corrective Action Plan (CAP) within 90 days for all exercises not conducted by the State. See Data Download and Upload details in # 6 below.

3. **GEOGRAPHICAL INFORMATION** - Emergency services data shall be developed, maintained, and updated in cooperation between counties and the Division. A data export will be created for each county and uploaded to the Division's Sharepoint portal. See Data Download and Upload details in # 6 below. Updates and corrections shall be provided to the Division's GeoSpatial Information Systems (GIS) section on or before **April 15, 2014**. This shall include:

- A) Location and attribute information of all fire rescue, law enforcement, public safety and emergency service stations shall be reviewed and updated as needed.
- B) Location and attribute information of other critical facilities as deemed necessary by the county Emergency Manager.

Attribute information for spatial data requested shall include: facility name, facility type, physical address, and USNG coordinates OR Latitude/Longitude in decimal degrees (only one or the other is needed).

NOTES:

- Instead of reviewing the spreadsheet, an export from a county GIS department may be submitted. Zipped shapefiles or geodatabases may be extracted from a county GIS system and uploaded to the Sharepoint portal.
- If a county maintains a GIS data download website, that URL may simply be provided.
- If counties have no changes in last submission, no update is necessary, but please provide feedback through the Sharepoint portal to indicate the data has been reviewed and no changes are required.
- Critical facility inventory spreadsheets provided will contain more facility types than are required to be reviewed and are provided as information to the counties.

4. **LOGISTICS** - The County shall maintain a comprehensive resource management program that involves pre-disaster, systematic identification of resource requirements, shortfalls and inventories. Also, the county shall identify local resources to meet emergency needs, and develop local contracts for goods and services. The following shall be uploaded to the Division's Sharepoint portal no later than June 1, 2014. See Data Download and Upload details in # 6.

- A) An updated county logistics strategy/plan that is consistent with guidance found in the County Logistics and Points of Distribution (POD) Standard Operating Guide (SOG) (CEMP 2355). The strategy/plan shall also include, but is not limited to the following:
 - County Government Emergency Fuel Strategy
 - Utilization of private business and industry in meeting emergency resource needs
 - List of local vendors, any Memorandum of Agreements and contracts that will provide resources in an emergency; and
- B) Location, survey forms and attributes information for county logistical staging areas; and
- C) Location and attribute information for Points of Distribution (POD) sites and Comfort Stations; and
- D) Locations for Emergency Worker Base Camps.

5. **SHELTER SURVEY AND RETROFIT PROGRAM** - In accordance with Florida's statewide hurricane shelter space deficit elimination program, the following shall be uploaded to the Division's Sharepoint portal. See Data Download and Upload details in # 6. All information shall be verified by the county.

- A) Identify potential hurricane shelter retrofit projects or report that there are no new identified projects. (This information is used to compile the Shelter Retrofit Report.)
- B) Report all hurricane shelter retrofit projects that are undertaken, regardless of funding source(s) or report that there are no projects.

- C) Develop and submit a strategy to ensure that by **June 1, 2014**, all designated Special Needs Shelters (SpNS) have a standby power system or capability with adequate capacity to support life-safety systems, essential lighting and outlet receptacles, air-conditioning, and necessary medical equipment. For those designated SpNS facilities without a permanently equipped standby electric generating capacity, a locally sourced and acquired temporary electric generator with adequate capacity to support the standby power system requirements shall be provided.
 - D) Develop and submit a strategy to ensure that by **June 1, 2014**, there is adequate designated SpNS client space capacity to meet the anticipated five-year demands as determined by the 2012 Statewide Emergency Shelter Plan (January 31, 2012). All designated SpNS facilities must at a minimum meet the hurricane safety criteria established in the American Red Cross Standards for Hurricane Evacuation Shelter Selection (ARC 4496) and be equipped with an adequate standby electric power system or capability as described in item 5.C. above.
 - E) Update and submit a hurricane shelter deficit reduction progress reports, which include "as-is", retrofit and Enhanced Hurricane Protection Areas (EHPA) construction. (This information is used to compile the Shelter Retrofit Report.)
 - F) Provide a brief report on results of the year's coordination with school boards, community colleges and universities (as applicable) for implementation of the statutory and code required Public Shelter Design Criteria (a.k.a. EHPA). The most recent published Statewide Emergency Shelter Plan can provide guidance for implementation of the EHPA criteria. A checklist to provide this information will be made available on the Division's Sharepoint Portal.
6. **DATA DOWNLOAD AND UPLOAD** – Data exchange between the Division and counties will be facilitated by the use of the Division's Sharepoint Portal available at <https://portal.floridadisaster.org>. Counties will be provided user names and passwords to access the portal. All data, forms, templates and instructions to be provided by the Division will be made available via the portal, and counties shall use the portal to upload data or provide notice of "No Change" for applicable items.

Attachment E

Reports

- A. Recipient shall provide the Division with quarterly financial reports, mid-year and end-of-year summary progress reports prepared in conjunction with the Division's Regional Coordinator, and a final close-out report. Reporting Forms are located in Attachment K and can be found on the Division internet site.
- B. **The Recipient shall provide the Division with full support documentation for the quarterly financial reports. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the county.**
- Salaries: includes, but is not limited to, a copy of the payroll register (highlight, underline or circle expenses being claimed), spreadsheet showing breakdown (optional), timesheets (if applicable), and canceled checks or proof of payment. Check/payroll registers are accepted as backup for both State and Federal Agreements with the Division if canceled checks are not available.
 - OPS/Contractual Services: includes, but is not limited to copies of contracts, MOUs or agreements with consultants or sub-contractors providing services, payroll registers, timesheets and copies of checks/proof of payment for temporary employees, student or graduate assistants, fellowships, part-time academic employment, etc. Invoice detailing services performed and a copy of proof of payment (i.e., canceled checks, general ledger showing deducted expenditure, etc.)
 - Expenses: must include a copy of the invoice/receipt and proof of payment in the form of a canceled check or ledger showing amount deducted from county fund.
 - If training/exercise is provided by contractor, an agenda, training materials, exercise materials and copies of sign-in rosters of attendees should be included. If planning is provided then will need copies of planning materials and work products (i.e., meeting documents, copies of completed plans, etc.)
 - For travel and conference 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.
 - OCO: includes but is not limited to a copy of the vendor invoice/receipt and proof of payment in the form of a check or ledger showing payment deduction.
 - FCO: includes but is not limited to a copy of the vendor invoice/receipt and proof of payment in the form of a check or ledger showing payment deduction.
 - Copies of the general ledger each quarter should also be provided.
- C. **Quarterly financial reports are due to the Division no later than thirty 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 June 30.**
- D. **The final close-out report is due forty-five days after termination of this Agreement.**
- E. **The Budget Form is to be completed and sent along with the County's signed agreements for execution. Along with the Budget Form the county needs to provide a copy of the current Emergency Management Local Budget (General Revenue). This is to ensure compliance with Rule 27P-19.011, Florida Administrative Code.**
- F. In addition to the above, in order to ensure compliance with Rule 27P-19.011, Florida Administrative Code, historical budgetary information relating to the Recipient's Emergency Management Program is also required. This information shall be developed based on guidelines provided by the Department and shall be submitted to the Division no later than December 31, 2013. The Historical Information form must be prepared and signed by an official of the County's Finance Office.
- G. In a format provided by the Division, a proposed staffing summary and the counties position descriptions shall be submitted to the Division not later than December 31, 2013.

- H. If all required reports prescribed above are not provided to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraphs (10), (11) and (12) of this Agreement, and Rule 27P-19.014, Florida Administrative Code. "Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.
- I. Mid-Year and End-of-Year summary progress reports are to be scheduled and reviewed by the Division's Regional Coordinator and submitted to the contract manager.

Attachment F

Program Statutes, Regulations and Program Requirements

Program Statutes

1. Chapter 252, Florida Statutes
2. Rule Chapters 27P-6, 27P-11, 27P-19 and 27P-20, Florida Administrative Code
3. 48 CFR, Part 31

Program Requirements

(1) EQUIPMENT AND PROPERTY MANAGEMENT

The Division will cover the monthly cost of the satellite service provided to the counties (this includes one (1) license per county). The charge does not cover maintenance, repair, additional equipment and other services not part of the initial order for services. In particular, the service charge does not cover:

(a) Maintenance, repair, or replacement of parts damaged or lost through catastrophe, accident, lightning, theft, misuse, fault or negligence of the Recipient or causes external damage to the equipment, such as, but not limited to, failure of, or faulty, electrical power or air conditioning, operator error, failure or malfunction of data communication equipment not provided to the Recipient by the Division under this Agreement, or from any cause other than intended and ordinary use.

(b) Changes, modifications, or alterations in or to the equipment other than approved upgrades and configuration changes.

(c) Deinstallation, relocation, or removal of the equipment or any accessories, attachments or other devices.

The Recipient shall be independently responsible for any and all charges not part of the initial service order.

(2) NAWAS

The Florida National Warning System (NAWAS) is a U.S. Department of Homeland Security product that shall be monitored 24 hours a day/365 days a year. The U. S. Department of Homeland Security supplies the line and one handset to the recipient at no cost. Additional equipment, connections and handsets are the responsibility of the Recipient.

(3) VEHICLES

Written approval from the Director of the Division must be obtained prior to the purchase of any motor vehicle with funds provided under this Agreement. In the absence of such approval, the Division has no obligation to honor such reimbursement request. Any trade-in or resale funds received relating to any vehicle purchased under this subgrant is program income and must be applied toward the Recipient's Emergency Management Preparedness and Assistance (EMPA) Base Grant expenditures.

(4) PROPERTY MANAGEMENT/PROCUREMENT

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

(b) Allowable costs shall be determined in accordance with Office of Management and Budget Circular A-102 - Common Rule.

(c) Recipient agrees to use any equipment purchased under the terms of this Agreement for the purpose for which it was intended.

(d) Equipment purchased under the terms of this Agreement shall remain the property of the Recipient. The disposition of equipment shall be made in accordance with the Recipient's policies and procedures and applicable federal policies and procedures.

(5) CERTIFICATIONS

(a) By its execution of this Agreement, the Recipient certifies that it is currently in full compliance with the Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code, Chapter 252, Florida Statutes, and appropriate administrative rules and regulations that guide the emergency management program and associated activities.

(b) The Recipient certifies that funds received from the Emergency Management, Preparedness and Assistance Trust Fund (EMPA funds) will not be used to supplant existing funds, nor will funds from one program under the Trust Fund be used to match funds received from another program under the Trust Fund. The Recipient further certifies that EMPA funds shall not be expended for 911 services, emergency medical services, law enforcement, criminal justice, fire service, public works or other services outside the emergency management responsibilities assigned to the Recipient's Emergency Management Agency, unless such expenditure enhances emergency management capabilities as expressly assigned in the local Comprehensive Emergency Management Plan (CEMP).

(c) The Recipient certifies that it is a participant in the most current Statewide Mutual Aid Agreement (SMAA).

(d) By its signature, the Recipient reaffirms its certification to employ and maintain a full-time Director consistent with Rule 27P-19.002(6), Florida Administrative Code.

(6) OTHER CONDITIONS

(a) As a further condition of receiving funding under this Agreement, following full or partial County Emergency Operation Center activation at a level equivalent to a State Emergency Operation Center level two (2) or above during the period of this Agreement, then the Recipient shall, within forty-five (45) days following the conclusion of the activation, evaluate the performance of all elements of the local emergency management program during that activation, and provide a written after action report to the Division.

(b) Funds may not be used for items such as door prizes and gifts. Flyers and educational information to educate the public about the Emergency Management Program is allowable.

(c) Food and beverages may be purchased for Emergency Management personnel and other personnel only if the Recipient's Emergency Operation Center or field command office is in an activated status and personnel receiving food/beverage are on duty at either of these locations. Purchases may be made only under (1) An Executive Order issued by the Governor or (2) a State of Emergency appropriately declared by local officials in response to an emergency event or threat.

(d) Within 60 days of execution of this Agreement, the Recipient shall provide copies of any new or updated ordinances in effect which expressly address emergency management, disaster preparedness, civil defense, disasters, and emergencies or otherwise govern the activation of the local emergency management program provided in s.252.38, Florida Statutes.

Attachment G

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

<p><input type="checkbox"/> ADVANCE REQUESTED</p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.</p>
--

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

Attachment H

Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

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

Competition

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

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

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

Licensing and Permitting

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

Attachment I

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

Subcontractor Covered Transactions

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

SUBCONTRACTOR:

By: _____

Signature

Recipient's Name

Name and Title

DEM Contract Number

Street Address

Project Number

City, State, Zip

Date

Attachment J

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 hour's 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 ensure 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.

**Attachment K
Reporting Forms**

DIVISION OF EMERGENCY MANAGEMENT

EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - BASE GRANT

Quarterly Financial Report (Form 1):

1. These reports must be completed in full on a quarterly basis and be submitted no later than 30 days after the end of each quarter. **QUARTERLY FINANCIAL REPORTS MUST BE SUBMITTED ON A QUARTERLY BASIS EVEN IF YOU ARE NOT CLAIMING ANY EXPENDITURES.**

Quarterly Financial Report (Form 1) and Detail of Claims (Form 2 and 3):

1. These forms are to be submitted quarterly. Complete Quarterly Financial Report by entering all information needed for reimbursement.
2. The Detail of Claims form must accompany the Quarterly Financial Report.
3. The Quarterly Financial Report form must be signed by the contract manager or someone with equal authority.
4. Claims are to be submitted to the following address:

DIVISION OF EMERGENCY MANAGEMENT
2555 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-2100
Attn: (Contract Manager's name)

Budget - (Form 4):

1. The Budget Form is to show how the EMPA Base Grants will be matched at an amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever figure is lower.
2. This form is to be completed and sent along with the signed agreements for execution. Required with this form the county needs to provide a copy of the current Emergency Management Local Budget (General Revenue).
3. This is to ensure compliance with Rule 27P-19.011, Match Requirements, Florida Administrative Code.

Staffing Detail - (Form 5):

1. List ALL Emergency Management Agency staff, regardless of funding. Provide a total anticipated annual amount of Salaries and Benefits to be paid for each position. Provide the funding distribution (%) in each applicable column: local, state, federal, etc.

Historical for Match - (Form 6):

1. **AGREEMENT PERIOD 2012-2013 - This will consist of the last quarter of the county's fiscal year 2011-2012 and the first three quarters of the county's fiscal year 2012-2013**
2. This information represents the county's general funds and all federal and/or state funds provided for the county's Emergency Management Program for Fiscal Year 2012-2013. Federal Funds requires a dollar for dollar non-federal match from county generated funds or other non-federal funds.
3. This information focuses only on the County Emergency Management Agency's annual costs; it should not include any disaster-related response or recovery costs.
4. Include any explanatory footnotes or narrative comments you feel relevant, particularly if you experienced any large, atypical/non-recurring expenditures (e.g., construction of an EOC) that would spike your local spending in any given year.

EXPENDITURE DEFINITIONS - This sample report should serve only as an example - Use actual data from your County's financial records

1. Includes the compensation for services that are directly related to the emergency management program by persons who are regular employees in established positions. Calculation should include any known overtime cost requirements and all salary related matching benefits such as social security, retirement and insurance contributions, etc.
2. Includes the compensation for services that are directly related to the program by an outside company or a person who is not a regular or full-time employee filling an established position. This shall include but not be limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
3. Includes the usual, ordinary, and incidental expenditures by an agency, including, but not limited to, commodities and supplies of a consumable nature.
4. Includes equipment, fixtures and other tangible personal property of a nonconsumable and nonexpendable nature that have a normal expected life of one year or more.
5. Includes real property (land, building including appurtenances, fixtures and fixed equipment, structures, etc.), including additions, replacements, major repairs, and renovations to real property which materially extend its useful life or materially improve or change its functional use, and including operating capital outlay necessary to furnish and operate a new or improved facility.

Close Out Report - (Form 7):

1. Close Out Reports are due forty-five (45) days after the contract end date.
2. The agreement 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 upon receipt by DEM staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, payroll vouchers, journal transfers, etc. These documents should be submitted when requesting reimbursement.
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. A Staffing Detail Worksheet is also required to identify positions being funded by the agreement.
4. All claims for reimbursement of expenditures must be submitted on the approved DEM Quarterly Financial Reporting forms. Claims not submitted on the proper form, cannot be processed and will be returned for corrections. Forms must be submitted with original signatures.

**IF YOU WISH TO OBTAIN THESE FORMS ELECTONICALLY, PLEASE FIND THEM ON OUR WEBSITE AT
<http://www.floridadisaster.org/grants/index.htm> OR NOTIFY YOUR CONTRACT MANAGER**

**DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA BASE GRANT
QUARTERLY FINANCIAL REPORT**

Form 1

GRANTEE:

Claim # _____

County Name: _____

Address: _____

(Select the quarter of submission)

QUARTERLY REPORTING DUE DATES

Point of Contact: _____

Telephone #: _____

AGREEMENT # _____

July 1 – September 30 – Due no later than October 31

October 1 – December 31 – Due no later than January 31

January 1 – March 31 – Due no later than April 30

April 1 – June 30 – Due no later than July 31

THIS IS A REQUIRED DOCUMENT AND MUST BE SUBMITTED QUARTERLY

CUMULATIVE	TOTAL ALLOCATED	CURRENT CLAIM	CUM. FUNDS EXPENDED	REMAINING BALANCE
1. Salary and Benefits				
2. Other Personal /Contractual Services				
3. Expenses				
4. Operating Capital Outlay (OCO)				
5. Fixed Capital Outlay (FCO)				
TOTAL	\$0.00	\$0.00	\$0.00	

TOTAL AMOUNT TO BE PAID ON THIS INVOICE **\$0.00**

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

Signed: _____

Grantee Contract Manager or Financial Officer

_____ Date

QUARTERLY STATUS REPORT

This information below is required EACH QUARTER. This information MUST be clearly linked to the project TIMELINE, DELIVERABLES AND SCOPE OF WORK.

Report event, progress, delays, etc., that pertain to this project (i.e., incidents, activities, meetings, reporting training and /or exercises)

(Attach additional page(s) if needed.)

THIS SECTION BELOW IS TO BE COMPLETED BY DEM WITH EACH QUARTERLY FINANCIAL PAYMENT

Total EMPA (State) Amount	
Prior Payments	
This Payment	
Unexpended Funds	

EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE PROGRAM

Form 2

DETAIL OF CLAIMS

1. SALARIES AND BENEFITS COSTS

County _____ Costs Incurred During the Period of: ____ / ____ / ____ to ____ / ____ / ____ Claim Number: _____

Name of Employees	Job Title	% of Time Charged to this Grant	Salary \$ Charged to this Grant	Fringe Benefits \$ Charged to this Grant
TOTALS			\$0.00	\$0.00
Total Salaries and Benefits Charged to this Grant				\$0.00

Vendor	Briefly Describe Services Provided for EM	Date Received / Date of Services	Date Paid	Check Number	Amount
Total					\$0.00

DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA BASE GRANT
LOCAL EMERGENCY MANAGEMENT BUDGET
Form 4

County	2012-2013 LOCAL (10/1/12-9/30/13)	2011-2012 LOCAL (10/1/11-9/30/12)	2010-2011 LOCAL (10/1/10-9/30/11)	Average of 3 years	County Contribution (%) Based on 3 year average	Reduction in County Budget (%) Based on 3 year average	County Contribution (%) Based on Previous Year Budget (12-13)	Reduction in County Budget (%) Based on Previous Year Budget (12-13)	Comments
				\$0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	

This form is to be completed and sent along with the signed agreements for execution. Required with this form the county needs to provide a copy of the current Emergency Management Local Budget (General Revenue).

27P-19.011 Match Requirements.

(1) Base Grants shall be matched at an amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever figure is lower. County general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the emergency management responsibilities assigned to the County Emergency Management Agency by Section 252.38, Florida Statutes, shall not be included in determining the "level of county funding of the County Emergency Management Agency." Each county shall certify compliance with this rule chapter and this rule, as a condition precedent to receipt of funding.

(2) If the Base Grant recipient demonstrates that exceptional financial circumstances prevent the Base Grant recipient from complying with the match requirements in subsection 27P-19.011(1), F.A.C., then the Base Grant recipient may request that the Division authorize a reduction in the amount of match required. The match required shall not be reduced by a percentage amount in excess of reductions in funding for county 911 services, emergency medical services, law enforcement, criminal justice, public works or other emergency management related services, and shall not be reduced below twenty-five (25) percent of the Base Grant award. To be eligible for any reduction, the Base Grant recipient shall demonstrate and certify that the reduction is due to reductions in county general revenue funding and that the amount of the requested reduction is equivalent to across the board reductions in all county budgets. County requests for reduction shall be signed by the county's chief elected officer and the certification of reduction in county budget funding shall be signed by the county's chief financial officer. Requests shall certify the intent to return to pre-reduced funding as soon as practicable, and shall provide an estimate of the date at which the county will return to the current level of funding. Requests for reduction shall also be accompanied by financial data for the previous three years indicating: the level of county funding for the County Emergency Management Agency budget; budget detail regarding all individual items of the County Emergency Management Agency budget; and the proposed level of funding, for all budget items, if the reduction is authorized by the Division. All requests for match reduction shall be submitted no later than forty-five (45) days prior to the beginning of the county fiscal year, or the opportunity to request shall be waived.

_____ County

**COUNTY EMERGENCY MANAGEMENT AGENCY
ANTICIPATED SALARIES & BENEFITS
STAFFING DETAIL**

Form 5
FY 2013-2014

			LOCAL		STATE/FEDERAL				
Name & Position Title [1]	Approx. # of Hrs./Week Devoted to EM Activities [2]	Annual Total Salaries & Benefits \$ by Position [3]	% County General Fund (Local) [4]	% Other Local Funds [5]	% EMPA Base Grant (State) [6]	% EMPG Base Grant (Federal) [7]	% Hazardous Materials Planning Grant (State) [8]	% Other State or Federal Funds [9]	% Total All Funds [10]

DIRECTIONS:

1. In column 1, list titles of ALL Emergency Management Agency staff, regardless of funding.
2. Complete column 2 for each position.
3. In column 3 list total anticipated annual amount of Salaries and Benefits to be paid for each position.
4. In columns 4-9, provide the funding distribution (%) in each applicable column for amounts in column 3.
5. Column 10 is the sum of columns 4 through 9 and must equal 100%.

NOTE: THIS SUMMARY MUST BE DEVELOPED AND SIGNED BY AN OFFICIAL OF THE COUNTY'S FINANCE OFFICE

COUNTY

COUNTY EMERGENCY MANAGEMENT AGENCY EXPENDITURES
HISTORICAL SUMMARY BY EXPENDITURES FOR AGREEMENT PERIOD 2012-2013
(Dates: July 1, 2012 - June 30, 2013)
FORM 6

Expenditure Categories	LOCAL		STATE/FEDERAL				Total State and/or Federal Funds (d+e+f+g+h)	TOTAL Total County EM Agency Funding (c+h=i)
	County General Fund (Local) [a]	Other Local Funds [b]	Local [a+b=c]	State Portion of EMPA Base Grant [d]	Federal Portion of EMPG Base Grant [e]	Hazardous Materials Planning Grant (state) [f]	Other State OR Federal Funds [g]	
1. Salaries & Benefits			\$ -				\$ -	\$ -
2. Other Personal/Contractual Ser.			\$ -				\$ -	\$ -
3. Expenses			\$ -				\$ -	\$ -
4. Operating Capital Outlay			\$ -				\$ -	\$ -
5. Fixed Capital Outlay			\$ -				\$ -	\$ -
Total Expenditures \$	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Amount of funds provided as match for Federal portion of grant (EMPG) \$

Federal funds under the EMPG agreement shall be matched dollar for dollar from non-federal funds (example: EMPA, Local, etc...)

I hereby certify that the above figures represent the actual funding source for the Emergency Management Agency for Fiscal Year 2012-2013 and does not include disaster-related response or recovery costs nor any other costs incurred by other Departments.

Signed

Title

Date

AGREEMENT PERIOD 2012-2013 - This will consist of the last quarter of the county's fiscal year 2011-2012 and the first three quarters of the county's fiscal year 2012-2013

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

Emergency Management Preparedness and Assistance Grant Program

Form 7
Close-Out Report

This form should be completed and submitted to the Division no later than forty-five (45) days after the termination date of the Agreement.

Grantee _____

Agreement No. _____

Address _____

Agreement Amount _____

City and State _____

Agreement Period _____

Payments Received Under this Agreement

(Include any advanced funds and final requested payment)

Cost Categories	By Category - Total Contract Expenditures
Salary and Benefits	
Other Personal/Contractual Services	
Expenses	
Operating Capital Outlay (Equipment)	
Fixed Capital Outlay	
Total	\$0.00

	Date	Amount
1		
2		
3		
4		
5		
Total 6		\$0.00

Agreement Amount _____

Minus Total Payments
(Including final requested funds – Line 6) _____

Unspent balance _____

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

Make checks payable to:

Cashier, Division of Emergency Management

Mail To:

Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Attn: (contract manager)

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

Signed _____
Grantee Contract Manager or Financial Officer

Date _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE BASE GRANT PROGRAM**

EXPENDITURE CATEGORY DEFINITIONS

1 SALARY AND BENEFITS:

The cash compensation for services rendered by a regular employee in an established position for a specific period of time.

2 OTHER PERSONAL/CONTRACTUAL SERVICES (OPS):

The compensation for services by a person who is not a regular or full-time employee filling an established position. This shall include but not be limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services specifically budgeted by each agency in this category.

3 EXPENSES:

The usual, ordinary, and incidental expenditures by an agency, including, but not limited to, commodities and supplies of a consumable nature, current obligations, and fixed charges, and excluding expenditures classified as operating capital outlay. Payments to other funds or local, state, or federal agencies are included in this budget classification of expenditures.

4 OPERATING CAPITAL OUTLAY:

Equipment, fixtures and other tangible personal property of a non-consumable nature and has a normal expected life of one year or more.

5 FIXED CAPITAL OUTLAY:

Real property (land, buildings including appurtenances, fixtures and fixed equipment, structures, etc.), including additions, replacements, major repairs, and renovations to real property which materially extend its useful life or materially improve or change its functional use, and including operating capital outlay necessary to furnish and operate a new or improved facility.

FEDERALLY-FUNDED SUBGRANT AGREEMENT

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

(1) SCOPE OF WORK.

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

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

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

(3) PERIOD OF AGREEMENT

This Agreement shall begin on July 1, 2013 and shall end June 30, 2014, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

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

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.
3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in

a form sufficient to determine compliance with the requirements and objectives of the Program Budget and Scope of Work - Attachment A and B - and all other applicable laws and regulations.

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

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

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

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

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

awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

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

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

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

The Division at the following address:

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

Send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

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

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

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

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

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

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

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS

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

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

(c) The close-out report is due 45 days after termination of this Agreement or 45 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraphs (10), (11) and (12) of this Agreement, and Rule 27P-19.014, Florida Administrative Code. "Acceptable to the Division" means that the work product was completed in accordance with the Program Budget and Scope of Work.

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

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

(8) MONITORING

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

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

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under

this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

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

(10) DEFAULT.

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

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

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

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

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

(11) REMEDIES.

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

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

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

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

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

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

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

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

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

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

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

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

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform

on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

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

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

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

(13) NOTICE AND CONTACT.

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

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

Teresa Warner
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-922-1637
Fax: 850-488-7842
Email: teresa.warner@em.myflorida.com

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

____Dustin Hinkel____
____Taylor County Board of County Commissioners____
____201 East Green Street____
____Perry, FL 32347____
Telephone: 850-838-3500x7____
Fax: 850-838-3501____
Email: _em.director@taylorcountygov.com_____

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

(14) SUBCONTRACTS

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

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

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

- (a) All attachments to this Agreement are incorporated as if set out fully.
- (b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- (c) This Agreement has the following attachments:
 - Exhibit 1 - Funding Sources
 - Attachment A – Program Budget
 - Attachment B – Scope of Work
 - Attachment C – Budget Narrative
 - Attachment D – Deliverables
 - Attachment E – Reports
 - Attachment F – Program Statutes, Regulations and Special Conditions
 - Attachment G – Justification of Advance Payment
 - Attachment H – Warranties and Representations
 - Attachment I – Certification Regarding Debarment
 - Attachment J – Statement of Assurances
 - Attachment K – Reporting Forms

(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 **\$54,936**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. 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. All advances are required to be held in an interest-bearing account. 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 G. Attachment G will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

(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 Program Budget and Scope of Work, Attachment A and B of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly financial reporting as referenced in Paragraph 7 of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

Changes to the amount of funding pursuant to Paragraph (17)(a) above may be accomplished by notice from the Division to the Recipient. The Division may make an award of additional funds by subsequent modification.

All funds received hereunder shall be placed in an interest-bearing account with a separate account code identifier for tracking all deposits, expenditures and interest earned. Funds disbursed to the Recipient by the Division that are not expended in implementing this program shall be returned to the Division, along with any

interest earned on all funds received under this Agreement, within ninety (90) days of the expiration of the award Agreement.

The Recipient 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 Recipient shall utilize competitive procurement practices.

Allowable costs shall be determined in accordance with applicable Office of Management and Budget Circulars, or, in the event no circular applies, by 48 CFR Part 31 CONTRACT COST PRINCIPLES AND PROCEDURES.

Any requests received after **July 31, 2014**, at the discretion of the Division, may not be reimbursed from this Agreement.

This agreement may be renewed, at the Division's sole discretion, for a period that may not exceed three years or the term of the original Agreement, whichever period is longer, specifying the renewed price and subject to the availability of funds. Pursuant to Section 287.057(13), Florida Statutes, exceptional purchase contracts pursuant to Section 287.057(3)(a) and (c), may not be renewed.

Federal funds provided under this Agreement shall be matched by the Recipient dollar for dollar from non-federal funds.

All payments relating to the Agreement shall be mailed to the following address:

____ Taylor County Board of County Commissioners _____
____ Finance Department _____
____ P.O. Box 620 _____
____ Perry, FL 32348 _____

(18) REPAYMENTS

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

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

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

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

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

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

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

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

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

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

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

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and

4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

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

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

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

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

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061(14)(a), Fla. Stat. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

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

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

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

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

(o) All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

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

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

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

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

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

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

(21) COPYRIGHT, PATENT AND TRADEMARK

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

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

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

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

(22) LEGAL AUTHORIZATION.

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

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment J.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

TAYLOR COUNTY

By: _____

Name and title: _____

Date: _____

FID# _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANGEMENT

By: _____

Name and Title: Bryan Koon, Director

Date: _____

EXHIBIT – 1

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

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

Federal Program

Federal agency: U.S. Department of Homeland Security / Federal Emergency Management Agency
Catalog of Federal Domestic Assistance title and number: Emergency Management Performance Grant
97.042

Award amount: **\$54,936**

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

Chapter 252, Florida Statutes

Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code

44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)

44 CFR, Part 302

48 CFR, Part 31

OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

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

Federal Program:

List applicable compliance requirements as follows:

1. *Recipient is to use funding to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, National Preparedness Directorate, Fiscal Year 2013 Emergency Management Performance Grants Program.*
2. *Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.*

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

Attachment A

Program Budget

- Funding from the Emergency Management Performance Grant is intended for use by the Recipient to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, Fiscal Year 2013 Emergency Management Performance Grants Program and programs that are consistent with Title 44, Code of Regulations (CFR) Part 13, State Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes.
- Below is a general budget which outlines eligible categories and their allocation under this award.

Fiscal Year/Agency		Budget Allocation	
FY 2013 – Emergency Management Performance Grants Program	TAYLOR COUNTY	Organizational Expenditures	\$48,866
		Planning Expenditures	
		Training Expenditures	
		Exercise Expenditures	
		Equipment Expenditures	\$6,070
		Management and Administration Expenditures (5%)	

Attachment B

Scope of Work

Funding is provided to perform eligible activities as identified in the Emergency Management Performance Grants (EMPG) Program Funding Opportunity Announcement (FOA). Eligible activities are outlined in Attachment C Eligible Expenses. The intent of the EMPG Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program. Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/ emergencies.

EMPG Base Grant funding is intended to enhance county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes). This Scope of Work recognizes that each recipient is at a varying level of preparedness, and it is understood that each county has a unique geography, faces unique threats and hazards, and serves a unique population.

The objective of this funding is to assist in providing operating support for the areas outlined in Attachment C to maintain a county emergency management program. The objective is to help fund the county Emergency Management programs and maintain a 24-7 (this includes on-call coverage) daily response to county emergencies. The minimum acceptable standard for payment is a twelve month 24-7 operation. Emergency Management operation below the minimum standard will result in a prorated reduction in payment.

In addition, the County is to achieve the following emergency management goals throughout the contract period to ensure county compliance and coordination with the state emergency management. Items listed in Attachment D are to be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to ensure county compliance. Any two goals in the series of 1 to 3 not completed will cause a 5% reduction in the last quarter payment. Documentation supporting the completion of the goals outlined below should be submitted on the Quarterly Financial report.

By signing this Agreement the Recipient certifies that it will use the award to enhance its Emergency Management Program.

Monitoring: Monitoring may be accomplished through either a desk-based review or on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, and other attributes of each county and will identify areas where technical assistance, corrective actions and other support may be needed.

Desk monitoring is the review of projects, financial activity and technical assistance between the Division and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the recipient agencies by a Division representative who examines records, procedures and equipment.

Each year the Division will conduct on-site visits for up to 25% of the 2013-2014 county agreements (2013 EMPG).

The Division may request additional monitoring/information if the activity, or lack thereof, generates questions from the region, the sponsoring agency or Division leadership. The method of gathering this information will be determined on a case-by-case basis.

Attachment C

Budget Narrative

I. Categories and Eligible Activities

Emergency Management Performance Grants Program Guidance

FY2013 allowable costs are divided into the following categories: **organizational, planning, training, exercise, equipment, and management and administration cost** are allowable.

A. Organization

Per the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, 42 U.S.C. 5121-5207, EMPG Program funds may be used for all-hazards emergency management operations, staffing, and **other day-to-day activities in support of emergency management**. Proposed staffing activities should be linked to accomplishing the projects and activities outlined in the EMPG Program Work Plan.

Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable costs with FY 2013 EMPG Program funds. These costs must comply with 2 CFR Part §225, *Cost Principles for State, Local, and Indian Tribal Governments* (Office of Management and Budget [OMB] Circular A-87).

B. Planning

Planning spans across all five NPG mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

FY 2013 EMPG Program funds may be used to develop or enhance upon emergency management planning activities, some examples include:

- Provide input for data collection in THIRA development
- Development of an all-hazards mitigation plan based on identified risks and hazards

Emergency Management/Operation Plans

- Maintain/enhance current local County Emergency Management Plan (CEMP)
- Modifying existing incident management and emergency operations plans
- Developing/enhancing large-scale and catastrophic event incident plans

Communications Plans

- Developing and updating Statewide Communication Interoperability Plans
- Developing and updating Tactical Interoperability Communications Plans

Continuity/Administrative Plans

- Developing/enhancing Continuity of Operation (COOP)/Continuity of Government (COG) plans
- Developing/enhancing financial and administrative procedures for use before, during, and after disaster events in support of a comprehensive emergency management program

Whole Community engagement/planning

- Developing/enhancing emergency operations plans to integrate citizen/volunteer and other non-governmental organization resources and participation
- Engaging the "Whole Community" in security and emergency management is critical to achieving the NPG
- Public education and awareness on emergency management and preparedness
- Planning to foster public-private sector partnerships

Development or enhancement of mutual aid agreements/compacts, including required membership in EMAC

Resource management planning

- Developing/enhancing logistics and resource management plans
- Developing/enhancing volunteer and/or donations management plans
- Acquisition of critical emergency supplies defined as: shelf stable food products, Water, and/or basic medical supplies. Acquisition of critical emergency supplies requires each State to have FEMA's approval of a viable inventory management plan; an effective distribution strategy; sustainment costs for such an effort; and logistics expertise to avoid situations where funds are wasted because supplies are rendered ineffective due to lack of planning.
- Supply preparation

Evacuation planning

- Developing/enhancing evacuation plans, including plans for: alerts/warning, crisis communications, pre-positioning of equipment for areas potentially impacted by mass evacuations sheltering, and re-entry.

Pre-disaster and post-disaster Recovery planning

- Pre-event response/recovery/mitigation plans in coordination with State, local, and tribal governments
- Developing/enhancing other response and recovery plans
- Develop recovery plans and preparedness programs consistent with the principles and guidance in the NDRF that will provide the foundation for recovery programs and whole-community partnerships. Preparedness and pre-disaster planning was given special attention within the NDRF with specific guidance: *Planning for a Successful Disaster Recovery* (pages 63-70). For more information on the NDRF see <http://www.fema.gov/pdf/recoveryframework/ndrf.pdf>.

F/ERO Credentialing and Validation:

- Working group meetings and conferences relating to emergency responder credentialing and validation
- Compiling data to enter into an emergency responder repository
- Coordinating with other State, local, territorial, and tribal partners to ensure interoperability among existing and planned credentialing and validation systems and equipment
- Planning to incorporate emergency responder identity and credential validation into training and exercises.

Continuity of Operations / Continuity of Government Planning (COOP/COG) Grant Funding Opportunity

COOP/COG planning is the fundamental responsibility of every government agency that performs an essential function at the State and local level. In order to conduct necessary emergency operations, recovery actions, and other key essential functions during a large-scale or catastrophic event, the agency must have effective Continuity plans in place to support continued operations. Continuity efforts also provide the foundational basis for COG programs, such as succession planning, which are designed to ensure the survival of not only leadership at the State and local level, but also an enduring constitutional government. State and local plans to address COOP/COG issues should be consistent with the Nations Continuity Policy described in Homeland Security Presidential Directive 20 (HSPD-20); the National Continuity Policy Implementation Plan (NCPIP); and Continuity Guidance Circular's 1 (CGC 1) and 2 (CGC 2), which provides guidance for State, local, territorial, and tribal governments, and private sector organizations in developing robust Continuity plans and programs in support of a comprehensive and integrated national continuity capability. Continuity issues to address include, but are not limited to:

- Determine essential functions and activities, interdependencies, and resources needed to perform them
- Establish orders of succession and delegations of authority to key agency positions and establish and maintain current roster(s) of fully equipped and trained COOP personnel with the authority to perform essential functions
- Provide for the identification and preparation of alternate operating facilities for relocated operations
- Provide for the regular training, testing, and exercising of COOP personnel, systems, and facilities
- Provide for reconstitution of agency capabilities, and transition from continuity operations to normal operations

C. Training

FY 2013 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.

Each EMPG Program funded position is REQUIRED to complete the following training(s) during this contract period or show proof (certificate) that each training has been completed. These training requirements are also outlined in Attachment D, #2.

- IS 100 – Introduction to Incident Command System
- IS 200 – ICS for Single Resources and Initial Action Incidents
- IS 700 – National Incident Management Systems (NIMS)
- IS 800 – National Response Framework
- Professional Development Series (PDS)
 - IS 120.a – An Introduction to Exercises
 - IS 230.c – Fundamentals of Emergency Management
 - IS 235.b – Emergency Planning
 - IS 240.a – Leadership and Influence
 - IS 241.a – Decision Making and Problem Solving
 - IS 242.a – Effective Communication
 - IS 244.b – Developing and Managing Volunteers

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; grantees 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/pdf/emergency/nims/nims_training_program.pdf.

The NIMS *Guideline for Credentialing of Personnel* provides guidance on the national credentialing standards. The NIMS Guidelines for Credentialing can be found at http://www.fema.gov/pdf/emergency/nims/nims_cred_guidelines_report.pdf.

To ensure the professional development of the emergency management workforce, the grantee must ensure a routine capabilities assessment is accomplished and a multi-year training plan is developed and implemented.

Additional types of training include, but are not limited to, the following:

- Developing/enhancing systems to monitor training programs
- Conducting all hazards emergency management training
- Attending Emergency Management Institute (EMI) training or delivering EMI train-the-trainer courses
- Attending other FEMA-approved emergency management training
- Mass evacuation training at local, State, and tribal levels

Allowable training-related costs include the following:

- **Funds Used to Develop, Deliver, and Evaluate Training.** 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 AAR/IP and addressed in the training cycle.
- **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 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 p.m. to 5:00 p.m.), even though such work may benefit both activities.

- **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 approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full- or part-time staff 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 awarding agency, whichever is applicable.
- **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.

D. Exercises

Exercises implemented with grant funds should evaluate performance of the capabilities required to achieve exercise objectives. Exercise activities should align to a current, Multi-Year TEP developed through an annual TEPW. Further guidance concerning the TEP and the TEPW can be found at <https://hseep.dhs.gov>. Grantees are encouraged to develop exercises that test their EOP in accordance with the EMPG Program Priority requirements.

All EMPG Program funded personnel are REQUIRED to participate in no less than three exercises in a 12 month period. One real world event can count towards meeting this requirement. (see Attachment D, #2)

Allowable exercise-related costs include:

- **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. Grantees 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. Any exercise or exercise gaps, 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.
- **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 the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from 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.
- **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
- **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)
- **Implementation of HSEEP.** This refers to costs related to developing and maintaining a self-sustaining State HSEEP which is modeled after the national HSEEP
- **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. Grantees 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.

Unauthorized exercise-related costs include:

- 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.
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs)
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct

E. Equipment

Allowable equipment categories for the EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), which is sponsored by FEMA at <http://www.rkb.us>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, counties will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

The select allowable equipment includes equipment from the following AEL categories:

- Information Technology (Category 4)
- Cyber-Security Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

In addition to the above, general purpose vehicles (such as sports utility vehicles) are allowed to be procured in order to carry out the responsibilities of the EMPG Program. If State agencies and/or local governments have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their contract manager who will coordinate with the FEMA Regional Program Analyst for clarification.

F. Management and Administration (M&A)

M&A activities are those defined as directly relating to the management and administration of EMPG Program funds, such as financial management and monitoring. It should be noted that salaries of State and local emergency managers are not typically categorized as M&A, unless the State or local EMA chooses to assign personnel to specific M&A activities.

II. EHP

Recipients must comply with all applicable EHP laws, regulations, and Executive Orders (EOs) in order to draw down their FY 2013 EMPG Program grant funds. Any project with the potential to impact natural resources or historic properties cannot be initiated until FEMA has completed the required FEMA EHP review. Recipients that implement projects prior to receiving EHP approval from FEMA risk de-obligation of funds. For these types of projects, Recipients must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation to their Contract Manager. Recipients should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award. The Screening Form must be submitted prior to funds being expended. Refer to IBs 329, 345, and 356 (located at <http://www.fema.gov/government/grant/bulletins/index.shtml>)

The following types of EMPG projects are to be submitted to FEMA for compliance review under EHP laws and requirements prior to initiation of the project:

- Any involvement with the installation of equipment,
- Ground-disturbing activities,
- New construction (installation and renovation), including communication towers, or modification/renovation of existing buildings or structures
- Proposed construction or renovation projects that are part of larger projects funded from a non-FEMA source (such as an EOC that is part of a larger proposed public safety complex)
- Renovation of and modification to buildings and structures that are 50 years old or older
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure including security enhancements to improve perimeter security
- Physical Security Enhancements, including but not limited to:
 - Lighting
 - Fencing
 - Closed-circuit television (CCTV) systems
 - Motion detection systems
 - Barriers, doors, gates and related security enhancements
- Field based training and exercises including activities that involve ground disturbance, use of explosives, toxic agents or otherwise have the potential to cause impact to the environment or historical resources. This is only a requirement if the exercise or field training is not being conducted by a certified professional or at an existing facility with established procedures.
- Communication tower projects

The following activities do not require the submission of the FEMA EHP Screening Form: planning and development of policies or processes; management and administration; classroom-based training; table top exercises and functional exercises; and, acquisition of mobile and portable equipment (no installation).

All recipients of financial assistance will comply with the requirements of the NEPA, as amended, 42 U.S.C. §4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the component and awarding office) to be reviewed and evaluated before final action on the application.

For more information on FEMA's EHP requirements, see Informational Bulletins below"

- Information Bulletin 329, Environmental Planning and Historic Preservation Requirements for Grants, available at <http://www.fema.gov/pdf/government/grant/bulletins/info329.pdf>;
- Information Bulletin 345, Programmatic Environmental Assessment, available at <http://www.fema.gov/pdf/government/grant/bulletins/info345.pdf>; and
- Information Bulletin 356, EHP Screening Form, available at <http://www.fema.gov/pdf/government/grant/bulletins/info356.pdf>.

III. Construction and Renovation

Construction and renovation activities for a local government's EOC as defined by the SAA are allowable under the EMPG Program.

Written approval must be provided by FEMA prior to the use of any EMPG Program funds for construction or renovation. Requests for EMPG Program funds for construction of an EOC must be accompanied by an EOC Investment Justification (FEMA Form 089-0-0-3; OMB Control Number; 1660-0124 (available through ND grants) to their Grant Program Manager for review. Additionally, grantees are required to submit a SF-424C Budget and Budget detail citing the project costs.

When applying for funds to construct communication towers, grantees and sub-grantees must submit evidence that the FCC's Section 106 review process has been completed and submit all documentation resulting from that review to GPD prior to submitting materials for EHP review. Grantees and sub-grantees are also encouraged to have completed as many steps as possible for a successful EHP review in support of their

proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all State and EHP laws and requirements). Projects for which the grantee believes an Environmental Assessment (EA) may be needed, as defined in 44 CFR 10.8 and 10.9, must also be identified to the FEMA Program Analyst within six months of the award and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP review packets should be sent to gpdehpinfo@fema.gov.

EMPG Program grantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determinations, is available from the following website:
<http://www.dol.gov/compliance/laws/comp-dbra.htm>.

IV. Maintenance and Sustainment

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

EMPG Program grant funds are intended to support the NPG 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 grantees the ability to meet this objective, the policy set forth in GPD's IB 379 (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 National preparedness Goal, and (4) shareable through the Emergency Management Assistance Compact. Additionally, eligible costs must also be in support of equipment, training, and critical resources that have previously been purchased with either Federal grant or any other source of funding other than DHS/FEMA preparedness grant program dollars.

Unallowable Costs

- Expenditures for weapons systems and ammunition
- 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
- Activities unrelated to the completion and implementation of the EMPG Program

In general, recipients should consult with their contact manager, who will coordinate with the FEMA Regional Program Analyst prior to making any Investment that does not clearly meet the allowable expense criteria established in this Guidance.

Attachment D

Deliverables

The objective of this funding is to assist in providing operating support for the areas outlined in Attachment B and C to maintain a county emergency management program. The objective is to help fund the county Emergency Management programs and maintain a 24-7 (this includes on-call coverage) daily response to county emergencies. The minimum acceptable standard for payment is a twelve month 24-7 operation. Emergency Management operation below the minimum standard will result in a prorated reduction in payment.

In addition, the County is to achieve the following emergency management goals throughout the contract period to ensure county compliance and coordination with the state emergency management. Items listed below are to be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to ensure county compliance. Any two goals in the series of 1 to 3 not completed will cause a 5% reduction in the last quarter payment. Documentation supporting the completion of the goals outlined below should be submitted on the Quarterly Financial report.

1. **COORDINATION AND COLLABORATION** - Utilizing the below elements, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs. See Data Download and Upload details in # 3 below.
 - Recipient will need to attend at least the Regional Training and Exercise Planning (TEP) Workshop and provide an agenda or a copy of the certificate to show participation in the following during this contract period (July 1, 2013 – June 30, 2014):
2. **TRAINING AND EXERCISE** - To ensure that each county emergency management agency is in compliance with EMPG Guidance, **each EMPG funded position** during this contract period (July 1, 2013 – June 30, 2014) shall provide the following items. See Data Download and Upload detail in # 3 below.
 - Participate in no less than three (3) exercises within the 12 month Agreement period
 - Submit an After Action Report (AAR) for each exercise conducted by the Recipient and/or provide sufficient exercise documentation (i.e., sign in sheet, certificate, etc.) for participation in each exercise not conducted by the Recipient
 - Complete: IS 100, 200, 700, 800 and the Professional Development Series
3. **NIMSCAST** - National Incident Management System (NIMS) is a requirement to receive Federal preparedness assistance, through grants, contracts, and other activities. Each grantee will submit annually the NIMSCAST Tool, which is the evaluation matrix. The Tool includes instructions to complete the self-assessment. This will be completed by September 30, 2013 via NIMSCAST. This objective will be reviewed by the NIMS Coordinator and submitted to the contract managers.
4. **DATA DOWNLOAD AND UPLOAD** – Data exchange between the Division and counties will be facilitated by the use of the Division's Sharepoint Portal available at <https://portal.floridadisaster.org>. Counties will be provided user names and passwords to access the portal. All data, forms, templates and instructions to be provided by the Division will be made available via the portal, and counties shall use the portal to upload data or provide notice of "No Change" for applicable items.

Attachment E

Reports

- A. Recipient shall provide the Division with quarterly financial reports, mid-year and end-of-year summary progress reports prepared in conjunction with the Division's Regional Coordinator, and a final close-out report. Reporting Forms are located in Attachment K and can be found on the Division internet site.
- B. The Recipient shall provide the Division with full support documentation (per information bulletin # 341) for the quarterly financial reports. To eliminate large files and mailings, the Division will accept back up documentation on a CD if desired by the Recipient.**
- **Organizational Activities:** Includes salaries and expenses (depending upon eligibility). Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries). Copies of invoices and canceled checks related to these services.
 - **Planning Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and copies of planning materials and work products (i.e., meeting documents, copies of completed plans (if submission of plans is for the Division then only need to provide date of submission and who submitted plan/product to), etc.).
 - **Training Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and a copy of the agenda, sign in rosters and any training materials provided.
 - **Exercise Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services. Copies of invoices, checks and canceled checks and a copy of the agenda, sign in rosters and any exercise materials provided.
 - **Equipment Acquisition Costs:** Copies of Invoices/receipts, checks and canceled checks. AEL# for each purchase.
 - **Management and Administrative Costs:** Supply copies of timesheets documenting hours worked and proof employee was paid (i.e., earning statements/payroll registries).
 - **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.
 - **Copies of the general ledger each quarter should also be provided.**
- C. **Quarterly financial reports are due to the Division no later than thirty 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 June 30.**
- D. **The Staffing Detail and Exercise Detail Form (Form 3) is due every quarter with your quarterly financial report (for EMPG funded employees only). This is to identify all EMPG funded employees, the required training completed and the required amount of exercises during the agreement period by those employees.**
- E. **The final close-out report is due forty-five days after termination of this Agreement.**
- F. If all required reports prescribed above are not provided to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraphs (10), (11) and (12) of this Agreement. "Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.
- G. Mid-Year and End-of-Year summary progress reports are to be scheduled and reviewed by the Division's Regional Coordinator and submitted to the contract manager.

Attachment F

Program Statutes, Regulations and Special Conditions

- 1) 53 Federal Register 8034
- 2) 31 U.S.C. §1352
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR Part 66, Common rule
- 6) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 7) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 8) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593
- 9) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 10) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
- 11) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 12) 28 CFR applicable to grants and cooperative agreements
- 13) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 14) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
- 15) Title VI of the Civil Rights Act of 1964, as amended;
- 16) Section 504 of the Rehabilitation Act of 1973, as amended;
- 17) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 18) Title IX of the Education Amendments of 1972;
- 19) Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
- 20) 28 CFR Part 42, Subparts C,D,E, and G
- 21) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39
- 22) Chapter 252, Florida Statutes
- 23) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
- 24) 44 CFR, (Code of Federal Regulations) Part 13 (Common Rule)
- 25) 44 CFR, Part 302
- 26) 48 CFR, Part 31
- 27) OMB Circular A-21, A-102, A-110, A-122, A-128, A-87 and A-133

Special Conditions

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

- Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

- OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
 3. The recipient agrees that all allocations and uses of funds under this grant will be in accordance with the FY 2013 Emergency Management Performance Grants Program Guidance and Application Kit.
 4. The recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings, structures and objects that are 50 years old or older, and purchase and use of sonar equipment. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

Attachment G
JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

<input type="checkbox"/> 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.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

Attachment H

Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

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

Competition

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

Codes of conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

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

Licensing and Permitting

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

Attachment I

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

Subcontractor Covered Transactions

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

SUBCONTRACTOR:

By: _____
Signature

Recipient's Name

Name and Title

DEM Contract Number

Street Address

Project Number

City, State, Zip

Date

Attachment J

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 hour's 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 ensure 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.

**Attachment K
Reporting Forms**

**DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT**

Quarterly Financial Report (Form 1):

1. These reports must be completed in full on a quarterly basis and be submitted no later than 30 days after the end of each quarter. **QUARTERLY FINANCIAL REPORTS MUST BE SUBMITTED ON A QUARTERLY BASIS EVEN IF YOU ARE NOT CLAIMING ANY EXPENDITURES.**

Quarterly Financial Report (Form 1) and Detail of Claims (Form 2):

1. These forms are to be submitted quarterly. Complete Quarterly Financial Report by entering all information needed for reimbursement.
2. The Detail of Claims form must accompany the Quarterly Financial Report.
3. The Quarterly Financial Report form must be signed by the contract manager or someone with equal authority.
4. Claims are to be submitted to the following address:

DIVISION OF EMERGENCY MANAGEMENT
2555 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-2100
Attn: (Contract Manager's name)

Staffing Detail and Exercise Detail - (Form 3):

1. The Staffing Detail and Exercise Detail Form is **due every quarter with your quarterly financial report**. This is to identify all EMPG funded employees, the required training completed by those employees and the required amount of exercises that the EMPG funded employee has to participate in each quarter.

2013 EMPG - FUNDING OPPORTUNITY ANNOUNCEMENT (FOA)

2. All EMPG funded personnel shall participate in three exercises of any type (e.g. Drills, Tabletop Exercises, Functional), within a 12-month period. Please note that response to any real-world events within a 12-month period may fulfill a single, quarterly exercise requirement.
3. **Target Training and Verify Capability of Personnel.** Training activities supported with EMPG Program funds should strategically align to the NPG core capabilities identified in the Multi-Year TEP. To ensure the development of a professional emergency management workforce **all EMPG Program funded personnel** shall complete the following training requirements and record proof of completion.
NIMS Training: IS 100; IS 200; IS 700; and IS 800; FEMA Professional Development Series: IS 120; IS 230; IS 235; IS 240; IS 241; IS 242; and IS 244. Previous versions of the IS courses meet the NIMS training requirement. A complete list of Independent Study Program Courses may be found at <http://training.fema.gov/is>.

Close Out Report - (Form 4):

1. Close Out Reports are due forty-five (45) days after the contract end date.
2. The agreement 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 upon receipt by DEM staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, payroll vouchers, journal transfers, etc. These documents should be submitted when requesting reimbursement.
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. A Staffing Detail Worksheet is also required to identify positions being funded by the agreement.
4. All claims for reimbursement of expenditures must be submitted on the approved DEM Quarterly Financial Reporting forms. Claims not submitted on the proper form, cannot be processed and will be returned for corrections. Forms must be submitted with original signatures.

**IF YOU WISH TO OBTAIN THESE FORMS ELECTONICALLY, PLEASE FIND THEM ON OUR WEBSITE AT
<http://www.floridadisaster.org/grants/index.htm> OR NOTIFY YOUR CONTRACT MANAGER**

GRANTEE:	Claim # _____								
County Name: _____									
Address: _____									
	(Select the quarter of submission)								
	QUARTERLY REPORTING DUE DATES								
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">July 1 – September 30 – Due no later than October 31</td> <td style="width: 50%;"></td> </tr> <tr> <td style="text-align: center;">October 1 – December 31 - Due no later than January 31</td> <td></td> </tr> <tr> <td style="text-align: center;">January 1 – March 31 – Due no later than April 30</td> <td></td> </tr> <tr> <td style="text-align: center;">April 1 - June 30 – Due no later than July 31</td> <td></td> </tr> </table>	July 1 – September 30 – Due no later than October 31		October 1 – December 31 - Due no later than January 31		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									
January 1 – March 31 – Due no later than April 30									
April 1 - June 30 – Due no later than July 31									
Point of Contact: _____									
Telephone #: _____									
AGREEMENT # _____									

CUMULATIVE	TOTAL ALLOCATED	CURRENT CLAIM	CUM. FUNDS EXPENDED	REMAINING BALANCE
1. Organizational Costs				
2. Planning Costs				
3. Training Costs				
4. Exercise Costs				
5. Equipment Costs				
6. Management and Administration Costs (limited to 5% of the total award)				
TOTAL	\$0.00	\$0.00	\$0.00	

EMPG MATCH			
Federal funds provided under this Agreement shall be matched by the Recipient dollar for dollar from non-federal funds. NOTE: If the amount entered below is NOT EMPA, provide appropriate back-up/supporting documentation.			
MATCH	EMPA	LOCAL	OTHER NON-FEDERAL

Total EMPG (Federal) Amount	
Prior Payments	
This Payment	
Unexpended Funds	

EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT
 DETAIL OF CLAIMS
 FORM 2

CATEGORY # _____

(Please use one form per category. Pick from the below 1-6)

- 1. Organizational Expenditures
- 2. Planning Expenditures
- 3. Training Expenditures
- 4. Exercise Expenditures
- 5. Equipment Expenditures
- 6. Management and Administration Expenditures
 (limited to 5% of the total award)

County _____

Costs Incurred During the Period of: / / to / /

Claim Number: _____

Vendor	Briefly Describe Item and its EM Purpose	Date Received / Date of Services	Date Paid	Check Number	Amount	AEL# (if applicable)
Total Costs Charged to this Grant					\$0.00	

EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT

Form 2 (if applicable)

DETAIL OF CLAIMS

ORGANIZATIONAL / SALARIES AND BENEFITS COSTS

SALARY DEFINITION: The cash compensation for services rendered by a regular employee in an established position for a specific period of time.

County _____ Costs Incurred During the Period of: ____/____/____ to ____/____/____ Claim Number: _____

Name of Employees	Job Title	% of Time Charged to this Grant	Salary \$ Charged to this Grant	Fringe Benefits \$ Charged to this Grant
TOTALS			\$0.00	\$0.00
Total Salaries and Benefits Charged to this Grant				\$0.00

DIVISION OF EMERGENCY MANAGEMENT
 COUNTY
 FY 2013-2014
 FOR EMPG FUNDED EMPLOYEES ONLY
 FORM 3

EMPG Staffing Detail

Name & Position Title [1]	Approx # of hrs/Week Devoted to EM Activities [2]	Annual Total Salaries & Benefits by position [3]	% EMPG Base Grant (Federal) [4]

EMPG Training

Has the employee received certificate/completed the following: (yes or no)				
NIMS IS 100	NIMS IS 200	NIMS IS 700	NIMS IS 800	FEMA Professional Development Series

DIRECTIONS STAFFING DETAIL:

1. In column 1 list titles and name of ALL EMPG funded staff
2. Complete column 2 for each position.
3. In column 3 list total anticipated annual amount of Salaries and Benefits to be paid for each position.
4. In columns 4, provide the funding distribution (%) for the amount in column 3.

EMPG Exercise(s) Per Quarter

Name & Position Title [1]	Date [2]	Description of Exercise [3]

DIRECTIONS:

1. In column 1, list name and titles of Emergency Management staff that is funded with EMPG
2. In column 2, date of Exercise(s) employee participated in
3. In column 3, a brief description of the exercise(s) EMPG employee participated in

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

EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT
CLOSE-OUT REPORT
FORM 4

This form should be completed and submitted to the Division no later than forty-five (45) days after the termination date of the Agreement.

Grantee _____
Address _____
City and State _____

Agreement No. _____
Agreement Amount _____
Agreement Period _____

Payments Received Under this Agreement
(Include any advanced funds and final requested payment)

Cost Categories	By Category - Total Contract Expenditures
1. Organizational Activities	
2. Planning Activities	
3. Training Costs	
4. Exercise Costs	
5. Equipment Acquisition Costs	
6. Management and Administration Costs	
Total	\$0.00

	Date	Amount
1		
2		
3		
4		
5		
6		
Total 7		\$0.00

Agreement Amount _____

Minus Total Payments
(Including final requested funds - Line 7) _____

Unspent balance _____

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

Make checks payable to:
Cashier, Division of Emergency Management

Mail To:
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Attn: (contract manager)

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

Signed _____
Grantee Contract Manager or Financial Officer

Date _____