



(4) FUNDING CONSIDERATION

(a) This is a cost reimbursement agreement. Division shall reimburse Sub-Recipient for allowable costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$65,609.00** subject to legality of the expenditures, availability of funds, and appropriate budget authority.

(b) Any advance payment under this Agreement is subject to section 216.181(16), Florida Statutes. The amount of advanced funds may not exceed the expected cash needs of Sub-Recipient within the first ninety (90) days of the term of this Agreement. If an advance payment is requested, the budget data on which the request is based, and a justification statement shall be included with this Agreement as indicated in Attachment B, Justification of Advance Payment. Attachment B must specify the amount of advance disbursement requested and provide an explanation of the necessity for and proposed use of the funds.

(c) As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient , which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

(d) In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of Agreement.

(e) As required by section 215.971(2)(c), Florida Statutes, the Grant Manager "shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report."

(5) REPORTS

Sub-Recipient shall provide Division with all required Reports, as set forth in Exhibit 1 – Audit Requirements, to this Agreement.

(a) Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than thirty (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.





(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 terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11) REMEDIES; 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 if:

(a) Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-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) Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

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

(d) The Sub-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 shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) 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 (3) 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 Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds;





(e) Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(a)(2), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within seven (7) business days. Consistent with 2 C.F.R. §200.325, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the seven (7) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in Paragraph (12) above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

(f) The Sub-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 Sub-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.

(g) As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

(h) As required by 2 C.F.R. §200.319, the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;











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) The Sub-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.

(e) 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 thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(f) Any Sub-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:

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

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

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offenses enumerated in Paragraph (18)(f)(ii) of this certification; and,

iv. 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.

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

(h) In addition, the Sub-Recipient shall send to the Division (by email or by facsimile









representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient 's personnel for the purpose of interview and discussion related to such documents.

(c) As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of 3 years from the date of submission of the final expenditure report. The following are the only exceptions to the 3-year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(d) In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

(e) In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

(f) As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

(g) Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. 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, Florida Statutes.

(h) Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

(i) The Sub-Recipient shall maintain all records for the Sub-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 Proposed Budget Detail Worksheet (Attachment A (2)) and Scope of Work (Attachment A) and all other applicable laws and regulations.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, [Records@em.myflorida.com](mailto:Records@em.myflorida.com), or 2555**

















## FY 2022-2023 EMPG AGREEMENT

### EXHIBIT 1 – AUDIT REQUIREMENTS

The administration of resources awarded by Division to the Sub-Recipient may be subject to audits and/or monitoring by Division as described in this section.

#### **MONITORING**

Monitoring visits are performed to confirm grant requirements are being fulfilled to ensure correct and accurate documentation is being generated and to assist with any questions or concerns Sub-Recipient's may have related to the grant. Sub-Recipient's will be monitored programmatically and financially by Division to ensure that all grant activities and project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

On-site monitoring visits will be performed according to Division schedules, as requested, or as needed. At minimum, Sub-Recipient's will receive monitoring from Division once per year. If an on-site visit cannot be arranged, the Sub-Recipient may be asked to perform desk review monitoring. Additional monitoring visits may be conducted throughout the period of performance as part of corrective action when Sub-Recipients are demonstrating non-compliance.

(a) The Sub-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 the Proposed Budget Detail Worksheet Attachment A(2) and Scope of Work (Attachment A) to this Agreement and reported in Quarterly Reports (Attachment A(3)).

(b) In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. If the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-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 Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

## **AUDITS**

The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

When conducting an audit of the Sub-Recipient 's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

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

(a) The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor 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 Sub-Recipient 's fiscal year.

(b) The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

**DEMSingle\_Audit@em.myflorida.com**

OR

Office of the Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

(c) The Sub-Recipient shall 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>

(d) The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:





















































**FY 2022 - 2023 EMPG AGREEMENT  
ATTACHMENT B  
JUSTIFICATION OF ADVANCE PAYMENT**

**SUB-RECIPIENT:**

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

<input type="checkbox"/> <b>ADVANCE REQUESTED</b>  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.
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If you are requesting an advance, complete the following chart and line-item justification below.

**ESTIMATED EXPENSES**

<b>BUDGET CATEGORY/LINE ITEMS (List applicable line items)</b>	<b>Fiscal Year 2022 Anticipated Expenditures for First Three Months of Contract</b>
<u>For example</u> <b>ADMINISTRATIVE COSTS:</b>	
<u>For example</u> <b>PROGRAM EXPENSES:</b>	
<b>TOTAL EXPENSES:</b>	

**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 but is not limited to the following: 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)

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***\*REQUESTS FOR ADVANCE PAYMENTS WILL BE CONSIDERED ON A CASE-BY-CASE BASIS\****

Signature of Sub-Recipient/Subcontractor's Authorized Official

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

\_\_\_\_\_  
Name and Title of Sub-Recipient/Subcontractor's Authorized Official

**FY 2022 – 2023 EMPG AGREEMENT  
ATTACHMENT C  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY  
EXCLUSION**

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

**Subcontractor Covered Transactions**

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

SUBCONTRACTOR:

\_\_\_\_\_

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

\_\_\_\_\_  
Sub-Recipient 's Name

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

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

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

\_\_\_\_\_  
Project Number

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

\_\_\_\_\_  
Date

**FY 2022 - 2023 EMPG AGREEMENT  
ATTACHMENT D  
WARRANTIES AND REPRESENTATIONS**

**Financial Management**

Sub-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. Sub-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**

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

### **Codes of Conduct.**

Sub-Recipient warrants the following:

- (1) The Sub-Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.
- (2) 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.
- (3) The officers, employees, and agents of the Sub-Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.
- (4) 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 Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from (Monday) through (Friday), and from (times) ( 8:00 am ) to ( 5:00 pm ), except for designated holidays.

### **Licensing and Permitting**

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

**FY 2022 - 2023 EMPG AGREEMENT  
ATTACHMENT E  
STATEMENT OF ASSURANCES**

The Sub-Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R. Part 200; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 2 C.F.R. Part 200, 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 (54 USC § 300101, formerly cited as 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 C.F.R. § 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 Sub-Recipients 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 C.F.R. 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, 34 U.S.C. § 10227 (formerly cited as 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 C.F.R. Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 C.F.R. 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 Sub-Recipient of funds, the Sub-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 U.S.C. § 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 41 U.S.C. § 8103.28 CFR Part 67, Subpart F, for grantees, as defined at 28 C.F.R. Part 67 Sections 67.615 and 67.620.



**FY 2022 - 2023 EMPG AGREEMENT  
ATTACHMENT F  
MANDATORY CONTRACT PROVISIONS**

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:<sup>1</sup>

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity  
Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a

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<sup>1</sup> For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323 Procurement of recovered materials.

(K) See §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See §200.322 Domestic preferences for procurements  
(*Appendix II to Part 200, Revised Eff. 11/12/2020*).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available* at [https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT\\_ContractProvisionsTemplate\\_9-30-19.pdf](https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf).

*Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II.*

**FY 2022 - 2023 EMPG AGREEMENT  
ATTACHMENT G  
CERTIFICATION REGARDING LOBBYING**

Check the appropriate box:

This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Sub-Recipient or subcontractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Sub-Recipient/subcontractor's Authorized Official  
Jeff Gray, Chairman

\_\_\_\_\_  
Name and Title of Sub-Recipient/subcontractor's Authorized Official

September 26, 2022

\_\_\_\_\_  
Date

**FY 2022 - 2023 EMPG AGREEMENT  
ATTACHMENT H  
REPORTING FORMS**

**FLORIDA DIVISION OF EMERGENCY MANAGEMENT  
EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT**

**2022-2023 EMPG REPORTING FORMS**

**2022-2023 QUARTERLY REPORTING FORMS**

**QUARTERLY REPORTS INCLUDE: DIVISION Form 1A - Quarterly Financial Report, DIVISION Form 1B - Quarterly Tasks, DIVISION Forms 2A & 2B Detail of Claims, DIVISION Form 3A-Quarterly Match, DIVISION Form 4-Staffing Detail and DIVISION Form 5- Closeout Report.**

1. These forms are to be submitted to the Division each quarter.
2. Complete **Division Form 1A** - Quarterly Financial Report by entering all information needed to support the claim for reimbursement, sign and date. Include a descriptive narrative outlining quarterly progress, events, delays in the section provided.
3. Complete **Division Form 1B** - Quarterly Tasks to support that deliverables and tasks are being completed as required throughout the period of performance, sign and date.
4. The **Division Form 2A** - Detail of Claims & **Division Form 2B** - Detail of Claims (Salaries & Fringe) forms **must** accompany the **Division Form 1A** - Quarterly Financial Report each quarter.
5. The **Division Form 1A** - Quarterly Financial Report form must be signed by the grant manager or someone with equal authority.
6. Deliverables and Claims for reimbursement may be submitted via Salesforce or by email to the appropriate Division Grant Manager according to applicable region.

FLORIDA DIVISION OF EMERGENCY MANAGEMENT  
2555 SHUMARD OAK BOULEVARD  
TALLAHASSEE, FLORIDA 32399-2100  
Attn: (Division Grant Manager)

**Division Form 3A - Quarterly Match:**

1. The Division Form 3A - Quarter Match Form shall be submitted to the Division each quarter to identify non-federal match amount. The Sub-Recipient must provide supporting documentation of matching funds (i.e. invoices, cancelled checks, credit card statements, earning statements, paystubs, etc.), if using funds other than EMPA expenditures claimed for reimbursement. Cost-matching requirements shall be in accordance with 2 C.F.R. part 200.306. Match contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with applicable Federal requirements and regulations.

**Division Form 4 - Staffing Detail:**

1. List EMPG funded Emergency Management Agency staff. Provide a total anticipated annual amount of Salaries and Benefits to be paid for each position. This form is due with Quarter 1 submission or no later than January 30, 2023, whichever occurs first. Please provide the Division updates to this form as necessary.
2. Along with the Division Form 4 - Staffing Detail, please provide position descriptions for EMPG funded staff.
3. Along with the Division Form 4- Staffing Detail, please provide documented policies for any fringe benefits, incentives or special pay to be claimed through the grant.

**Division Form 5 - Close Out Report:**

1. The Division Form 5 - Close Out Report is due within sixty (60) days after the period of agreement ends. The 2022-2023 EMPG agreement has a match requirement of Dollar for Dollar of the total award amount. If the the EMPG award is matched with EMPA and/or are less than the EMPA award, no additional back-up/supporting documentation is needed to be provided to the Division. However, if the EMPG award exceeds the EMPA award, or if the Sub-Recipient is not using EMPA expenditures for match, the appropriate back-up/supporting documentation shall be provided to the Division along with the Form 5 - Close Out Report (i.e. invoices, receipts, cancelled checks, credit card and bank statements, earning statements, paystubs, etc.).
2. The agreement cannot be considered closed until the Division Form 5 - Close Out Report has been received and approved by the Division.

**Required documentation to support project expenditures:**

1. Sub-Recipients shall maintain a grant/financial file with copies of supporting documentation for all paid project/program expenditures claimed during the grant period. Documentation of expenditures claimed for reimbursement through the grant will be reviewed and verified by Division staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks and paystubs, journal transfers, credit card and bank statements, etc. These documents should be submitted when requesting reimbursement.
2. All claims for reimbursement shall be submitted on the approved Division Quarterly Financial Reporting forms. Claims not submitted on the proper forms or that are unsupported by proper documentation will not be processed and will be returned for additional support.
3. Please ensure that the documentation submitted for review is legible.
4. Please verify form calculations for accuracy before submitting to the Division for review each quarter.

**FY 2022 - 2023 EMPG AGREEMENT  
ATTACHMENT H  
REPORTING FORMS**

**FLORIDA DIVISION OF EMERGENCY MANAGEMENT  
2022-2023 EMERGENCY MANAGEMENT PERFORMANCE GRANT - EMPG BASE GRANT  
DIVISION FORM 1A - QUARTERLY FINANCIAL REPORT**

<b>AGREEMENT #:</b>		<b>CLAIM #:</b>	1
<b>AWARD AMOUNT:</b>		<b>QUARTER #:</b>	1
<b>SUB-RECIPIENT:</b>			
<b>COUNTY:</b>	<b>REPORTING FORMS DUE DATES (30 DAYS AFTER QUARTER)</b>		
<b>ADDRESS:</b>	1 - October 1 – Dec. 31, 2022 (Forms are due no later than January 30)		
	2 - January 1 – March 31, 2023 (Forms are due no later than April 30)		
	3 - April 1 – June 30, 2023 (Forms are due no later than July 30)		
<b>POINT OF CONTACT:</b>	4 - July 1 - Sep. 30, 2023 (Forms are due no later than October 30)		
<b>PHONE/EMAIL:</b>			

EMPG ALLOCATION CATEGORIES	BUDGETED ALLOCATIONS	Q1 CLAIM	Q2 CLAIM	Q3 CLAIM	Q4 CLAIM	CUMULATIVE EXPENDED FUNDS	REMAINING BALANCE
1. PLANNING	\$0.00					\$0.00	\$0.00
2. ORGANIZATION	\$0.00					\$0.00	\$0.00
3. EQUIPMENT	\$0.00					\$0.00	\$0.00
4. TRAINING	\$0.00					\$0.00	\$0.00
5. EXERCISE	\$0.00					\$0.00	\$0.00
6. MGMT AND ADMIN (up to 5%)	\$0.00					\$0.00	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**AMOUNT OF REIMBURSEMENT FOR THIS CLAIM:** \_\_\_\_\_

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

AUTHORIZED REPRESENTATIVE

**QUARTERLY STATUS REPORT**

Please report EM activities, meetings, training, exercises, or other necessary information to support quarterly progression.

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THE SECTION BELOW IS TO BE COMPLETED BY THE DIVISION			
	<b>AWARD AMOUNT</b>		DIVISION DATE RECEIVED STAMP
	<b>PRIOR CLAIMS</b>		
	<b>THIS CLAIM AMOUNT</b>		
	<b>BALANCE OF AWARD</b>		

## FY 2022 - 2023 EMPG AGREEMENT ATTACHMENT H REPORTING FORMS

**FLORIDA DIVISION OF EMERGENCY MANAGEMENT  
2022-2023 EMERGENCY MANAGEMENT PERFORMANCE GRANT - EMPG BASE GRANT  
DIVISION FORM 1B - QUARTERLY TASKS**

**SUB-RECIPIENT:** \_\_\_\_\_

**QUARTER:** \_\_\_\_\_

EMPG Emergency Management Personnel
EM Funded Staff Name & Position Title

DELIVERABLES/TASK REQUIREMENTS	ENTER DATE COMPLETED					COMMENTS <small>Use for explanation that supports Training &amp; Exercise progression.</small>
	QTR 1	QTR 2	QTR 3	QTR 4		
T1 (A): Quarterly Match: Submit Division Form 3A - Quarterly Match to identify the non-federal match amount. For those sub-recipients using local funds, supporting documentation is required with the form to support match amount reported <b>(Due Q1-Q4)</b>						
T1 (B): Ensuring the Protection of Civil Rights: Complete and submit the Civil Rights Evaluation tool CivilRightsEvaluation@hq.dhs.gov Form (Attachment H) to include supporting materials within thirty (30) days of receipt of the Notice of Award <b>(November 1, 2022)</b> for the first award under which this term applies. <b>(Due Q1)</b>						
T2 (A): National Incident Management System: NIMS Data Collection Worksheet_Local, provided by the Preparedness Bureau in the month of September, must be submitted in Salesforce by December 1, 2022 to the Bureau Chief of Preparedness <b>(Due Q1)</b>						
T2 (B): Operational Coordination: Must engage with whole community stakeholders on a quarterly basis either by participating in regional meetings of existing multi-agency organizations (i.e. Regional Domestic security Task forces, Local Emergency Planning Committes, Regional Health Care Coalitions, Local Voluntary/Community Organizations Active in Disaster) or by hosting/conducting meetings with whole community stakeholders. Must submit proof of participation by a representative of the Sub-Recipient in quarterly meetings. Meeting minutes, agendas and sign-in sheets. <b>(Due Q1-Q4)</b>						
T2 (C): Public Information and Warning: The Sub-recipient shall upload their updated FEMA IPAWS County executed MOA and signed IPAWS Rules of Behavior forms for each authorized user given access to send IPAWS messages for the county. into Salesforce no later than <b>August 30, 2023</b> . <b>(Due Q4)</b>						
T3 (A): Integrated Preparedness Program: Upload the County 2024-2026 IPP in Salesforce by <b>January 10, 2023</b> . Provide proof of participation by a representative of the Sub-Recipient in the appropriate Regional IPP Workshop (IPPW). EMPG funded personnel are encourage to attend. Dates and places are listed in the scope of work (SOW). <b>(Due Q2)</b>						
T3 (B): Training: Provide Division Form 4 - Staffing Detail for all funded EMPG personnel. Provide training transcripts for EMPG funded personnel listed on Division Form 4 - Staffing Detail. If certificates are uploaded into SERT TRAC, the Division's Grant Manager will request a copy from the T&E Unit. <b>(Due Q1, updates if necessary Q2-Q4)</b>						
T3 (C): Validating Capabilities Through Exercise: Provide sign in sheet or certificate of participation in a minimum of three (3) exercises for funded EMPG personnel during the period of performance. <b>(Due Q1, Deliverable accepted) (Due Q2-Q4, Not required if completed in Q1)</b>						

*"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."*

<b>SIGNATURE:</b> _____		
	<b>AUTHORIZED REPRESENTATIVE</b>	
<b>PRINTED NAME:</b> _____		
<b>TITLE:</b> _____		
<b>DATE:</b> _____		

**FY 2022 - 2023 EMPG AGREEMENT  
ATTACHMENT H  
REPORTING FORMS**

**FLORIDA DIVISION OF EMERGENCY MANAGEMENT  
2022-2023 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - EMPG BASE GRANT  
DIVISION FORM 2A - DETAIL OF CLAIMS**

<b>SUB-RECIPIENT:</b>	<b>INCURRED DATE RANGE:</b> Example: July 1 through Sept. 30, 2022
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Please use separate Division Form 2A - Detail of Claims per allocation category. Please provide FEMA AEL numbers for EQUIPMENT expenditures ONLY.  
Please provide a budget revision to the Division along with this form, if expenses being claimed are not allocated on the most recently approved budget.  
Please include the Costs Incurred Date Range in the applicable cell above. This is usually the quarterly period; however, a Sub-Recipient may incorporate a larger date range to include a forgotten claim for reimbursement for a payment made the previous quarter (within the period of the agreement). This allowance does not circumvent the four (4) required reporting submissions.

**ALLOCATION CATEGORIES**

<b>CATEGORY:</b>	PLEASE SELECT FROM THE LIST BELOW
	<b>PLANNING</b>

#	VENDOR	DESCRIPTION OF SERVICE OR EXPENSE	DATE OF PAYMENT FOR SERVICE OR EXPENSE <small>(include full date)</small>	PAYMENT REFERENCE # <small>(CHECK #, PO, CC#, JT)</small>	PURCHASE AMOUNT	FEMA AEL# <small>(N/A if equipment was not purchased)</small>
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
<b>TOTAL</b>					\$	-

*"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."*

<b>SIGNATURE:</b>	
	<b>AUTHORIZED REPRESENTATIVE</b>
<b>PRINTED NAME:</b>	
<b>TITLE:</b>	
<b>DATE:</b>	

**FY 2022 - 2023 EMPG AGREEMENT  
ATTACHMENT H  
REPORTING FORMS**

2022-2023 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM DIVISION FORM 2B- DETAIL OF CLAIMS SALARIES AND FRINGE BENEFITS								
Pay Period:		From:			To:			
Sub-Recipient Name:								
Incurred Date Range:				Claim #:				
DOES THIS CLAIM FOR REIMBURSEMENT INCLUDE EXPENSES FOR ANY INCENTIVES OR SPECIAL PAY? Note: if this claim includes incentives or special pay, please provide FDEM with the written established policy for support.								
EM Funded staff Name	Total Salary Amount	FICA/Medicare	Retirement	Employee Life Insurance	Health/Dental Insurance	Workers Comp	Incentive Pay (If Applicable)	Total Fringe Benefits
	\$ 15,000.00							
<b>SubTotals</b>	\$ 15,000.00							\$ -
<b>Total Cost Charged to the Grant</b>								\$ 15,000.00
<p>"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."</p>								
SIGNATURE:								
		AUTHORIZED REPRESENTATIVE						
PRINTED NAME:								
TITLE:								
DATE:								
<p><i>"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."</i></p>								
SIGNATURE:								
		AUTHORIZED REPRESENTATIVE						
PRINTED NAME:								
TITLE:								
DATE:								



**FY 2022 - 2023 EMPG AGREEMENT  
ATTACHMENT H  
REPORTING FORMS**

<b>FLORIDA DIVISION OF EMERGENCY MANAGEMENT</b>			
<b>2022-2023 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - EMPG BASE GRANT</b>			
<b>DIVISION FORM 3A - Quarterly Match</b>			
<b>SUB-RECIPIENT:</b>		<b>CLAIM #:</b>	<b>1</b>
<b>QUARTERLY REPORTING PERIOD:</b>	<b>July 1 - Sept. 30</b>		

1. Federal funds provided under the 2022-2023 EMPG agreement shall be matched by the Sub-Recipient (dollar-for-dollar) totaling the award amount. Each quarter the Sub-Recipient must identify the non-federal match amount on the Quarterly Match Form 3A.

2. If the EMPG funds are being matched with 2022-2023 EMPA claimed expenditures, no additional back-up/supporting documentation is required to be submitted with this form.

3. If the 2022-2023 EMPG award exceeds the 2022-2023 EMPA award, or if the Sub-Recipient is not using EMPA claimed expenditures to fulfill the EMPG match requirement, appropriate back-up/supporting documentation must accompany this form to support fulfillment of the required match (i.e. invoices, receipts, paystubs, earning statements, cancelled checks, credit card and bank statements, etc.).

<b>EMPG REPORTING</b>		<b>AWARD AMOUNT:</b>	
	<b>EMPG QUARTERLY CLAIM</b>	<b>CUM. FUNDS EXPENDED</b>	<b>REMAINING BALANCE</b>
QUARTER 1		\$0.00	\$0.00
QUARTER 2		\$0.00	\$0.00
QUARTER 3		\$0.00	\$0.00
QUARTER 4		\$0.00	\$0.00
<b>TOTAL EMPG CLAIMS</b>	<b>\$0.00</b>		

<b>EMPA REPORTING</b>		<b>AWARD AMOUNT: \$ 105,806.00</b>	
	<b>EMPA QUARTERLY CLAIM</b>	<b>CUM. FUNDS EXPENDED</b>	<b>REMAINING BALANCE</b>
QUARTER 1		\$0.00	\$105,806.00
QUARTER 2		\$0.00	\$105,806.00
QUARTER 3		\$0.00	\$105,806.00
QUARTER 4		\$0.00	\$105,806.00
<b>TOTAL EMPA CLAIMS</b>	<b>\$0.00</b>		

<b>MATCH REPORTING</b>		<b>REQUIRED MATCH AMOUNT: \$ -</b>		
	<b>EMPA</b>	<b>LOCAL (General Revenue)</b>	<b>LOCAL (Other)</b>	<b>OTHER (Non-Federal)</b>
QUARTER 1				
QUARTER 2				
QUARTER 3				
QUARTER 4				
<b>TOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>EMPG TOTAL MATCH</b>				<b>\$0.00</b>

*"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."*

<b>SIGNATURE:</b>		
	<b>AUTHORIZED REPRESENTATIVE</b>	
<b>PRINTED NAME:</b>		
<b>TITLE:</b>		
<b>DATE:</b>		

**FY 2022 - 2023 EMPG AGREEMENT  
ATTACHMENT H  
REPORTING FORMS**

**FLORIDA DIVISION OF EMERGENCY MANAGEMENT  
2022-2023 EMERGENCY MANAGEMENT PERFORMANCE GRANT - EMPG BASE GRANT  
DIVISION FORM 4 - STAFFING DETAIL  
EMERGENCY MANAGEMENT AGENCY ANTICIPATED SALARIES AND BENEFITS**

<b>SUB-RECIPIENT:</b>			<b>POINT OF CONTACT:</b>			Jane Doe, Planner			
EMPLOYEE INFORMATION		LOCAL		STATE AND FEDERAL					
#	Only funded Staff Name, Position Title & Area of Responsibility <i>(Preparedness, Response, Recovery, Mitigation &amp; Finance)</i>	Annual Total Salaries & Benefits \$ by Position	% County	% Other	% EMPG	\$ EMPG	% EMPA	\$ EMPA	% Total
			General Fund (Local)	Local Funds	Base Grant (State)	Base Grant (State)	Base Grant (Federal)	Base Grant (Federal)	All Funds
	[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]
1	Ex. Jane Doe, Director, ALL	\$ 60,000.00			50%	\$ 30,000.00	50%	\$30,000.00	100%
2						\$ -		\$0.00	0%
3						\$ -		\$0.00	0%
4						\$ -		\$0.00	0%
5						\$ -		\$0.00	0%
6						\$ -		\$0.00	0%
7						\$ -		\$0.00	0%
8						\$ -		\$0.00	0%
9						\$ -		\$0.00	0%
10						\$ -		\$0.00	0%
11						\$ -		\$0.00	0%
12						\$ -		\$0.00	0%
13						\$ -		\$0.00	0%
14						\$ -		\$0.00	0%
15						\$ -		\$0.00	0%
16						\$ -		\$0.00	0%
17						\$ -		\$0.00	0%
18						\$ -		\$0.00	0%
19						\$ -		\$0.00	0%
20						\$ -		\$0.00	0%
<b>TOTAL</b>						<b>\$ 30,000.00</b>		<b>\$30,000.00</b>	

- DIRECTIONS:**
- In Column #1, list the name, position title and area of responsibility(s) for all funded EMPG Emergency Management staff .
  - In Column #2, list total anticipated annual amount of Salaries and Benefits to be paid for each EMPG funded position.
  - In Columns #3-5 & 7, provide the funding distribution (%) in each applicable column.
  - In Column #6, list the amount of Salaries and Benefits to be paid out of EMPG grant funds.
  - In Column #8, list the amount of Salaries and Benefits to be paid out of EMPA grant funds.
  - Column #9 calculates the sum of percentages entered in Columns 3 - 5 & 7 and must equal 100% of the anticipated annual salaries and benefits per EM position.
  - Please provide to the Division updates or revisions to this form throughout the period of the agreement, as necessary.
  - This form is to be submitted to the Division along with the 1st Quarter submission, or by January 30, 2023, whichever occurs first.

**FY 2022 - 2023 EMPG AGREEMENT  
ATTACHMENT H  
REPORTING FORMS**

**FLORIDA DIVISION OF EMERGENCY MANAGEMENT  
2022-2023 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT  
DIVISION FORM 5 - CLOSE-OUT REPORT**

Division FORM 5 - CLOSEOUT REPORT shall be completed and submitted to the Division no later than sixty (60) days after the period of performance ends. The 2022-2023 period of performance ends on September 30, 2023. Division FORM 5 is due by October 30, 2023.

<b>SUB-RECIPIENT:</b>		<b>AGREEMENT #:</b>	
<b>POINT OF CONTACT:</b>		<b>EMPG AWARD AMOUNT:</b>	\$ -
<b>PHONE/EMAIL:</b>		<b>UNCLAIMED BALANCE:</b>	\$ -

**REIMBURSEMENTS RECEIVED BY THE SUB-RECIPIENT**  
(Include any advanced funds and final requested payment)

ALLOCATION CATEGORIES	EXPENDITURES		DATE	AMOUNT
1. PLANNING	\$ -	1		\$ -
2. ORGANIZATION	\$ -	2		\$ -
3. EQUIPMENT	\$ -	3		\$ -
4. TRAINING	\$ -	4		\$ -
5. EXERCISE	\$ -	5		\$ -
6. MANAGEMENT AND ADMIN.	\$ -	6		\$ -
<b>\$</b>	<b>-</b>		<b>\$</b>	<b>-</b>

<b>AWARD AMOUNT</b>	<b>\$</b>	<b>-</b>
<b>(LESS ADVANCED FUNDS)</b>	<b>\$</b>	<b>-</b>
<b>(LESS REIMBURSEMENTS)</b>	<b>\$</b>	<b>-</b>
<b>UNCLAIMED BALANCE OF AWARD</b>	<b>\$</b>	<b>-</b>

Federal funds provided under the 2022-2023 EMPG agreement shall be matched by the Sub-Recipient (dollar-for-dollar) with non-federal funds. If the EMPG award is being matched with EMPA, no additional back-up/supporting documentation is needed to be provided to the Division. If the EMPG award exceeds the EMPA award or using local funds for match, the appropriate back-up/supporting documentation for the match fulfillment shall be provided with this form (i.e. invoices, cancelled checks, earning statements, payroll registries, with amounts clearly identified).

TOTAL MATCH	EMPA	LOCAL (General Revenue)	LOCAL (Other)	OTHER (Non-Federal)

**SIGNATURE REQUIRED**

*"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."*

SIGNATURE AND DATE: \_\_\_\_\_  
 AUTHORIZED REPRESENTATIVE

PRINTED NAME AND TITLE: \_\_\_\_\_

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, Florida Division of Emergency Management  
 Mail to: Florida Division of Emergency Management, 2555 Shumard Oak Blvd., Tallahassee, Florida 32399-2100, Attn: (Division Grant Manager)

**BELOW TO BE COMPLETED BY FDEM:**

SIGNATURE AND DATE: \_\_\_\_\_  
 Division Grant Manager

SIGNATURE AND DATE: \_\_\_\_\_  
 Division Programmatic Reviewer