



INTEROFFICE MEMORANDUM

September 30, 2020

TO: Mayor Jerry L. Demings
-AND-
Board of County Commissioners

THROUGH: Danny P. Banks *DB*
Deputy County Administrator

FROM: James M. Fitzgerald, Fire Chief *JMF*
Fire Rescue Department

**CONTACT: Lauraleigh Avery, Division Chief
Office of Emergency Management
PHONE NUMBER: 407-836-9151**

**SUBJECT: October 27, 2020 - Consent Agenda Item
Volunteer Florida Citizens Corps Contract 2020-2021**

In accordance with provisions of Federal Emergency Management Performance Grant Program funding, Volunteer Florida, serving as the Administrative Agency, has awarded Orange County Emergency Management a contract in the amount of \$5,000 for performance period August 31, 2020 through May 31, 2021.

This contract requires a match and will allow Orange County's Citizen Corps program to conduct planning, training, and activities to make local communities safer, stronger and better prepared to respond to emergency incidents.

The Office of Emergency Management will provide an in-kind match for grant oversight valued at \$5,000.

ACTION REQUESTED: Approval and execution of Volunteer Florida Citizens Corps Contract 2020-2021 Contract #: CC 21-003 by and between the Florida Commission on Community Service, d/b/a Volunteer Florida and Orange County Emergency Management in the amount of \$5,000. The contract requires an in-kind match.

attachments

c: Byron W. Brooks, AICP, County Administrator

APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

Contract #: CC 21-003

BCC Mtg. Date: October 27, 2020



volunteerflorida

**Volunteer Florida
Citizens Corps Contract
2020-2021**

Sub-Grantee: Orange County Emergency Management
FY 20-21 Grant Period: August 31, 2020 – May 31, 2021 (period of performance)
CFDA Number: 97.042
Contract Total: \$5,000.00

This contract is hereby made and entered into as of this (the "Effective Date"), by and between the Florida Commission on Community Service, doing business as Volunteer Florida, having its principal place of business at 1545 Raymond Diehl Road, Suite 250, Tallahassee, FL 32308, and Orange County Emergency Management, an entity organized under the laws of the State of Florida with its principal place of business located at 6590 Amory Ct., Winter Park, FL 32792 (the "Sub-Grantee") (collectively, the "Parties") and referred to herein as the "Contract."

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

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

- I. **TYPE OF CONTRACT.** This is a cost reimbursement contract. Reimbursement for the contracted services will be contingent upon the documented allowable expenditures for the specified contract period. Volunteer Florida's performance and obligation to pay for services rendered under this contract is contingent upon available funding from FEMA and the State of Florida.
- II. **PAYMENT OF FUNDS.** The Contract must be signed by an official authorized to sign on behalf of the Sub-Grantee and return to Volunteer Florida before execution of the contract. The Sub-Grantee should not request reimbursement for any funds spent outside the period of performance of the contract. Contract funds will be disbursed to Sub-Grantee (according to approved program budget) upon receipt of evidence of expenditures and receipt of deliverables according to the terms and conditions of the contract.
- III. **REIMBURSEMENT.**
 - A. **Periodic Expenditure Reports (PER)** shall be submitted quarterly, due on the 15th of the month following the end of the quarter, and shall include the supporting documentation for all costs of the project or services as well as compliance with the deliverables.

- i. A PER, along with supporting documentation (invoices and proof of payment in the form of canceled checks, paid credit card statements, etc.), will be required before a reimbursement will be made to Sub-Grantee.
- ii. Sub-grantees will be **required** to attend a PER 101 training during the contract period.
- iii. An expense should be submitted on a PER in the quarter in which that expense is **paid**.

B. **The final PER shall be submitted no later than thirty (30) days after the expiration date of the contract.**

C. If funds are not available to fund this contract as a result of action by the United States Congress, the federal Office of Management and Budgeting, or the State Chief Financial Officer, all obligations on the part of Volunteer Florida to make any further payment of funds shall terminate, and the Sub-Grantee shall submit its closeout report no later than thirty days of receiving notice from Volunteer Florida.

IV. MATCH REQUIREMENTS AND CASH OR IN-KIND CONTRIBUTIONS.

A. Sub-Grantees are required to provide cash or in-kind match **dollar for dollar for this grant funding**. If the Sub-Grantee is unable to meet their contracted match amount, Volunteer Florida reserves the right to hold payments and utilize the Sub-Grantee's reimbursement request to meet the required match.

B. Match must be stated as a dollar amount on the PER. Sub-Grantees shall be required to document the source of any cash and/or in-kind contributions. Volunteer hours (valued at \$24.93/hour, source: https://independentsector.org/resource/vovt_details/) directly related to Planning, Organizational, Training and/or Exercises may be used to meet the match requirement.

V. AUDITS.

A. The Sub-Grantee's performance under this Contract is subject to the applicable requirements published in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Title 2 of the United States Code of Federal Regulations (C.F.R.) part 200 hereinafter referred to as the "Uniform Guidance."

B. The Sub-Grantee shall retain all records pertaining to this Contract, regardless of the form of the record (e.g. paper, film, recording, electronic), including but not limited to financial records, supporting documents, statistical records, and any other documents (hereinafter referred to as "Records") for a period of five State fiscal years after all reporting requirements are satisfied and final payments have been received, or if an audit has been initiated and audit findings through litigation or otherwise.

C. If the Sub-Grantee's expenditures of Federal awards during its applicable fiscal year(s) require it to conduct a single audit in accordance with the Uniform Guidance, the Sub-Grantee shall ensure that the required single audit is performed timely by an independent auditor.

VI. **CONTRACT AMENDMENTS.** All amendments to the contract must be in writing and must utilize the format provided herein and incorporated by reference. Further, any such amendments must be executed by authorized representatives of Volunteer Florida and the Sub-Grantee.

VII. ATTACHMENTS.

A. All Attachments to this Contract are incorporated as if set out fully.

B. In the event of any inconsistencies or conflict between the language of this Contract and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

C. This Contract has the following attachments:

Attachment A	Program Budget
Attachment B	Quarterly Milestones
Attachment C	Allowable Cost and Eligible Activities
Attachment D	Reports

Attachment E	Reporting Forms
Attachment F	Contract Amendment
Attachment G	Program Statutes and Regulations
Attachment H	Certification Regarding Debarment
Attachment I	Criminal History Check Status Form

VIII. MANDATED CONDITIONS.

- A. The validity of this Contract is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Grantee in this Contract, in any later submission or response to a Volunteer Florida request, or in any submission or response to fulfill the requirements of this Contract. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of Volunteer Florida and no later than thirty days written notice to the Sub-Grantee, cause the termination of this Contract and the release of Volunteer Florida from all its obligations to the Sub-Grantee
- B. This Contract shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Contract shall be in the Circuit Court of Leon County. If any provision of this Contract is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Contract.
- C. Any power of approval or disapproval granted to Volunteer Florida under the terms of this Contract shall survive the term of this Contract.
- D. Any Sub-Grantee which is not a local government or State agency, and which receives funds under this Contract from the Federal government, certifies, to the best of its knowledge and belief, that it and its principals:
- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
 - ii. Have not, within a five-year period preceding this Contract been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and,
 - iv. Have not within a five-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.
- E. If the Sub-Grantee is unable to certify to any of the statements in VIII.D above, then the Sub-Grantee shall attach an explanation to this Contract.
- F. **In addition, the Sub-Grantee shall send to Volunteer Florida by email the completed Attachment H titled: "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" for each intended subcontractor which sub-grantee plans to fund under this Contract.**
- G. Volunteer Florida reserves the right to unilaterally cancel this Contract if the Sub-Grantee refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Grantee created or received under this Contract. Volunteer Florida shall be permitted to inspect and monitor the records and facilities of funded projects and award recipients. Such inspections may occur without notice at any reasonable time, which shall be presumed to be normal business hours.
- H. Volunteer Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the

employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. Volunteer Florida shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Grantee of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Contract by Volunteer Florida.

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

IX. LEGAL AUTHORIZATION.

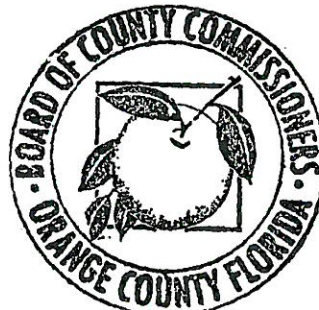
- J. The Sub-Grantee certifies that it has the legal authority to receive the funds under this Contract and that its governing body has authorized the execution and acceptance of this Contract. The Sub-Grantee also certifies that the undersigned person has the authority to legally execute and bind Sub-Grantee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

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

I certify that I understand and agree the contract must be executed by December 31, 2020. I understand if the contract is not executed in that time frame, the awarded amount is considered declined and funds returned to Volunteer Florida.

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

By: *Jerry Demings*
 Name: Jerry Demings
 Title: for Orange County, Mayor
 Date: OCT 27 2020



VOLUNTEER FLORIDA

By: *Clay Ingram*
 Name: Clay Ingram
 Title: Chief Executive Officer
 Date: 11-6-2020

II. **POINT OF CONTACT INFORMATION.**

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

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

OR

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

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

Name: Carlos Durden
Address: 6590 Amory Ct., Winter Park, FL 32792
Phone: 407-836-9097
E-mail: Carlos.Durden@ocfl.net

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

Name: Karina Zevallos
Address: 6590 Amory Ct.
Phone: 407-836-9144
E-mail: Karina.Zevallos@ocfl.net

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

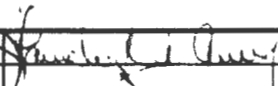
All Terms and Conditions Included. This contract and its attachments as referenced below and incorporated herein contain all the terms and conditions agreed upon by the parties.

**Attachment A
PROGRAM BUDGET**

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

CERT/Citizens Corps Proposed Budget – INSERT TEAM Name CERT/Citizens Corps					
Allowable Expenditures	Qty	Unit Costs	CERT / Citizen	Grantee Match	Total
1. Planning Costs					
					\$ -
					\$ -
Subtotal Planning					\$ -
2. Organizational Costs					
			-		-
			-		-
Subtotal Organization			-	-	-
3. Equipment Acquisition Costs (please refer to FEMA's Authorized Equipment List: https://www.fema.gov/authorized-equipment-list and specifically refer to in your request for equipment. For example, First Aid Equipment and Supplies (03OE-03-KITS)					
			-		-
			-		-
Subtotal Equipment			-	-	-
4. Training Costs					
			-		-
			-		-
Subtotal Training			-	-	-
5. Exercise Costs					
			-		-
			-		-
Subtotal Exercise			-	-	-
6. Allowable Management and Administration Costs (Up to 5% of total award)					
			-		-
			-		-
Subtotal M&A			-	-	-
Total					
Total Budget			\$ -	\$ -	\$ -
Printed Name Title and Signature of Applicant					
Date of Application					

CERT/Citizens Corps Proposed Budget – Orange County Citizens Corps

Allowable Expenditures	Qty	Unit Costs	CERT / Citizen	Grantee Match	Total
1. Planning Costs					
Subtotal Planning			\$ -	\$ -	\$ -
2. Organizational Costs					
Program Coordinator	1	\$ 5,000.00		5,000.00	5,000.00
			-		-
Subtotal Organization			-	5,000.00	5,000.00
3. Equipment Acquisition Costs (please refer to FEMA's Authorized Equipment List: https://www.fema.gov/authorized-equipment-list and specifically refer to in your request for equipment. For example, First Aid Equipment and Supplies (03OE-03-KITS)					
Small folding table - AEL# 21GN-00-CCEQ	1	\$ 100.00	\$100.00		\$100.00
Handy Mover cart - AEL# 19MH-00-CART	1	\$ 590.00	\$590.00		\$590.00
42" Workstation with table and Refrigerator - AEL# 19-GN-00-RFGR	1	\$ 3,800.00	\$3,800.00		\$3,800.00
Dynamed B:S Jumpbag - AEL# 21GN-00-CCEQ	1	\$ 260.00	\$260.00		\$260.00
Subtotal Equipment			\$4,750.00	-	\$4,750.00
4. Training Costs					
					-
					-
					-
Subtotal Training			-	-	-
5. Exercise Costs					
					-
			-		-
Subtotal Exercise			-	-	-
6. Allowable Management and Administration Costs (Up to 5% of total award)					
Management Cost - Indirect Cost			250.00		250.00
			-		-
Subtotal M&A			250.00	-	250.00
Total					
Total Budget			\$ 5,000.00	\$ 5,000.00	\$ 10,000.00
Printed Name, Title and Signature of Applicant  Lauraleigh Avery, OEM Manager					
Date of Application 8/25/2020					

**Attachment B
QUARTERLY MILESTONES
SAMPLE**

Quarterly Period	Project Timeline or Deliverable Description	Start Date (mm/dd/yyyy)	End Date (mm/dd/yyyy)	Estimated Cost
Milestones				
1st Quarter Jul 1 – Sept 30	1. Execute grant agreement while planning to purchase items for upcoming CCP trainings.	07/01/2020	09/30/2020	\$0.00
	2. Advertise for three separate trainings in this quarter to estimate real cost. Submit Quarterly Report to VF.	09/01/2020	09/30/2020	\$0.00
2nd Quarter Oct 1 – Dec 31	3. Purchase equipment to support 1 st POD (Points of Distribution) CERT Training for this quarter.	10/01/2020	12/31/2020	\$4500.00
	4. Submit Quarterly Report to VF.			
	5. Support five (5) public outreach activities this quarter.	10/01/2020	12/31/2020	\$2200.00
3rd Quarter Jan 1 – Mar 31	6. Submit Quarterly Report to VF and request for reimbursement in the amount of \$250.00.	01/02/2021	03/31/2021	\$250.00
	7. Expend remaining funds allowable under sub-grant award to support final CERT full-scale exercise scheduled for 7/1/2021.	03/01/2021	03/31/2021	\$6,050.00
4th Quarter Apr 1 – Jun 30	8. Submit the close-out report to VF once final reimbursement is received.	04/15/2021	06/30/2021	\$0.00

Attachment B

QUARTERLY MILESTONES

Quarterly Period Milestone	Project Timeline or Deliverable Description	Start Date (mm/dd/yyyy)	End Date (mm/dd/yyyy)	Estimated Cost
1st Quarter	1. Approval and execution of Citizens Corps (CCorps) contract agreement 2020-2021	08/31/2020	10/31/2020	\$0.00
	2. Submit Quarterly Report	10/01/2020	10/15/2020	\$0.00
2nd Quarter	3. Prepare for training classes and start planning monthly meetings for CCorps	09/01/2020	12/31/2020	\$0.00
	4. Identify supplies needed for CCorps/MRC Program	09/01/2020	12/31/2020	\$0.00
	5. Submit Quarterly Report	01/01/2021	01/15/2021	\$0.00
3rd Quarter	6. Submit purchase requisitions to acquired CCorps/MRC equipment for training and exercise	09/01/2021	03/31/2021	\$4,750
	7. Conduct CCorps trainings/exercises	01/01/2021	05/30/2021	\$0.00
	8. Submit Quarterly Report	04/01/2021	04/15/2021	\$0.00
4th Quarter	9. Issue Payment to OC Comptrollers for CCorps FY 2020-2021 – Indirect Cost	04/01/2020	05/31/2020	\$250.00
	10. Submit Quarterly Report	06/01/2020	06/31/2020	\$0.00
Close-out	11. Submit Close-out Report/Matching Report to Volunteer Florida.	06/01/2020	06/30/2020	\$0.00

Attachment C
ALLOWABLE COSTS AND ELIGIBLE ACTIVITIES

I. CATEGORIES AND ELIGIBLE ACTIVITIES.

The 2020 EMPG Notice of Funding Opportunity allowable costs are divided into the following categories: **Planning, Organizational, Equipment, Training, Exercise, Management and Administration Costs.**

II. PLANNING.

Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and community-based approach to preparedness. Allowable planning costs include, but are not limited to the following:

- A. All-of-Nation/Whole Community Engagement/Planning
 - i. Developing/enhancing emergency operations plans to integrate citizen/volunteer organizations and other non-governmental organization resources and participation
 - ii. Engaging the whole community in public education and awareness activities
 - iii. Planning to foster public-private sector partnerships, including innovation for disasters initiatives that support the Citizen Corps mission as defined at: <https://www.ready.gov/citizen-corps>.
 - iv. Executing an America's PrepareAthon! Activity to engage the whole community in a hazard-specific activity on the National Day of Action
 - v. Establishing a Citizen Corps Council that brings together representatives of the whole community to provide input on emergency operations plans, risk assessments, mitigation plans, alert and warning systems, and other plans; assisting in outreach and education of community members in preparedness activities; and building volunteer capacity to support disaster response, recovery, and mitigation
 - vi. Delivering the CERT Basic Training Course and supplemental training for CERT members who have completed the basic training, the CERT Train-the-Trainer Course, and the CERT Program Manager course
 - vii. Developing or enhancing mutual aid agreements/compacts, including required membership in EMAC.
- B. Resource Management Planning
 - i. Developing/enhancing logistics and resource management plans.
 - ii. Developing/enhancing volunteer and/or donations management plans.
 - iii. Establishing, expanding or maintaining volunteer programs that support disaster preparedness and/or response, including but not limited to: Neighborhood Watch/USAonWatch, CERT, Volunteers in Police Service, Medical Reserve Corps, Fire Corps, Citizen Corps Affiliate Programs and Organizations.

III. ORGANIZATION.

- A. 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, including staffing CERT and Citizen Corps positions at the state and local levels in order to promote whole community engagement in all phases of emergency management. Proposed staffing activities should be linked to accomplishing the activities outlined in the EMPG Program Work Plan.
- B. Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable costs with EMPG Program funds. These costs must comply with 2 C.F.R. Part 200, Subpart E – Cost Principles.
- C. 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.

- D. Position descriptions for funded EMPG personnel and any position being used as match;
- E. Office Supplies/Materials, memberships, postages.

IV. **TRAINING.**

Training 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.

- A. Training events should be registered on the Citizens Corps Council Calendar through the FEMA Citizens Responder website: <https://community.fema.gov/Register>, the SERTrac State Calendar: <http://trac.floridadisaster.org/trac/loginform.aspx> and approved by the Volunteer Florida Grants and Contracts Manager.
- B. 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.
- C. Additional types of training or training related activities include but are not limited to the following:
 - i. Developing/enhancing systems to monitor training programs
 - ii. Conducting all hazards emergency management training
 - iii. Attending Emergency Management Institute (EMI) training or delivering EMI train-the-trainer courses
 - iv. Attending other FEMA-approved emergency management training or conferences
 - v. State-approved, locally-sponsored CERT training or conferences
 - vi. Mass evacuation training at local, state, and tribal levels
- D. Allowable training-related costs include the following:
 - i. Funds used to develop, deliver, and evaluate training
 - ii. Overtime and backfill
 - iii. Travel
 - iv. Hiring of a full or part-time staff or contractors/consultants
 - v. Certification or recertification of instructors
- E. The following are required items for the CERT Basic Training Course to be taught under this sub-grant:
 - i. Use of the Full FEMA/EMI/Volunteer Florida CERT Basic Training Course – G317, including the terrorism module and showing the Sheltering-In-Place Video (DVD);
 - ii. Use of a CERT Train-the-Trainer (TTT) – G428 Qualified Individual (A graduate of the CERT TTT or Trainer Course) as Program Manager, Course Manager, or Lead Instructor;
 - iii. Use of the CERT Program Manager Course – G427 Qualified Individual (A graduate of the CERT TTT or Trainer Course) as Program Manager
 - iv. Use of an adequate training facility.
- F. It is the responsibility of the Sub-Grantee to arrange and compensate course managers for CERT trainings and course manuals. Sub-Grantees must maintain and monitor a database to track the number of trained volunteers.

V. **EXERCISE.**

- A. Allowable exercise-related costs include:
 - i. Funds used to design, develop, conduct and evaluate an exercise
 - ii. Hiring of a full or part-time staff or contractors/consultants
 - iii. Overtime and backfill
 - iv. Travel
 - v. Supplies

- vi. 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. Recipients are encouraged to use free public space/locations, whenever available. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable. Food expenses outside of per diem reimbursement are not allowed.

VI. **EQUIPMENT.**

- A. Allowable equipment categories for the EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) at: <https://www.fema.gov/authorized-equipment-list>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.
- B. Allowable equipment includes equipment from the following AEL categories:
 - i. Information Technology (Category 4)
 - ii. Interoperable Communications Equipment (Category 6)
 - iii. Power Equipment (Category 10)
 - iv. Physical Security Enhancement Equipment (Category 14)
 - v. Other Authorized Equipment (Category 21)
- C. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

VII. **MANAGEMENT & ADMINISTRATION (M&A).**

- 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 emergency management agency chooses to assign personnel to specific M&A activities.
- B. **M&A costs shall not exceed 5% percent of the total grant award.**

Attachment D REPORTS

Sub-grantees shall provide Volunteer Florida with a Quarterly Program Report (found on page 14) and a quarterly Periodic Expenditure Report (PER) (found on page 15).

- I. Quarterly Program and Financial reports are due to Volunteer Florida **no later than fifteen (15) days after the end of each quarter of the program year**; and shall continue to be submitted each quarter until submission of the fourth quarter report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and May 31.
- II. **Sub-grantees shall expend and request reimbursement for: 50% of the sub-grant agreement funds no later than March 31; and 100% of the sub-grant agreement funds no later than May 31, 2020.**
- III. **The sub-grantee shall provide Volunteer Florida with complete supporting documentation for the PER. Volunteer Florida will accept documentation via email to CERT2020@volunteerflorida.org.** Copies of invoices/receipts, canceled checks, and/ or bank/credit card statements and proof of credit card payment.
 - A. **Planning Costs:** copies of completed plan, contracts or agreements with consultants or sub-contractors, providing services and documenting hours worked and proof employee was paid (paystubs, earning statements, payroll expenditure reports), Copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment.
 - B. **Organization Costs:** For salaries, provide copies of certified timesheets with employee and supervisor signature documenting hours worked and proof employee was paid (paystubs, earning statements, and payroll expenditure reports), Expense items need to have copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment. All documentation for reimbursement amounts must be clearly visible and defined (i.e., highlighted, underlined, and/or circled on the required supporting documentation).
 - C. **Training Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services, and a copy of the agenda and sign in rosters (if using pre populated sign in sheets they must be certified by the Emergency Management Director verifying attendance). May also request any training materials provided.
 - D. **Exercise Costs:** Provide copies of contracts, MOUs or agreements with consultants or sub-contractors providing services, and a copy of the agenda and sign in rosters (if using pre populated sign in sheets they must be certified by the Emergency Management Director verifying attendance). Copies of Exercise Plan (EXPLAN), After-Action Report/Improvement Plan (AAR/IP) and sign in sheets for conducted exercises (if using prepopulated sign in sheets they must be certified by the Emergency Management Director or Lead Exercise Planner verifying attendance).
 - E. **Equipment Acquisition Costs:** Provide copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment. Provide the Authorized Equipment List (AEL) # for each equipment purchase.
 - F. **Management and Administration Costs:** Copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, and payroll expenditure reports); **Costs for M&A activities are allowed up to 5% of the total award amount.**
- IV. For travel and conferences related to EMPG activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences. If the sub-grantees seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the sub-grantee must provide documentation that: The costs are reasonable and do not exceed charges normally

allowed by the sub-grantee in its regular operations as a result of the sub-grantee written travel policy; and participation of the individual in the travel is necessary to the Federal award.

- V. Sub-grantees shall provide a quarterly report outlining activities and accomplishments of the CC and CERT program via Blackbaud following the same schedule as the PER submission.
- VI. Failure to submit reports in a timely manner will cause reimbursement to be withheld or delayed.
- VII. Sub-grantees shall provide supporting documentation to justify all amounts in the reimbursement and match columns on the budget submitting to Volunteer Florida for approval. Sub-Grantees' can match using cash or in-kind goods or services.
- VIII. The last quarter report is due no later than thirty (30) days after termination of this Contract. Federal funds provided under this contract shall be matched by the sub-grantee either by Cash Match or In-Kind Match from non-federal funds. Appropriate back-up/supporting documentation needs to be provided (i.e. copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment).

Attachment E
REPORTING FORMS

- A. Quarterly Program Report page 14
- B. Quarterly Periodic Expenditure Report (PER) page 15

QUARTERLY PROGRAM REPORT



Program Title: _____

add more sheets as necessary

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

QUARTERLY PERIODIC EXPENDITURE REQUEST (PER)

LEGAL APPLICANT (LEAD AGENCY):			
PROGRAM:			
INVOICE DATES		TO	
PROGRAM YEAR:		2020-2021	
MONTHLY BUDGET			
	CERT / Citizens Corps	Match	Total
A. Planning			
			\$0.00
			\$0.00
			\$0.00
			\$0.00
A. Planning	\$0.00	\$0.00	\$0.00
B. Organization			
			\$0.00
			\$0.00
			\$0.00
			\$0.00
B. Organization	\$0.00	\$0.00	\$0.00
C. Training			
			\$0.00
			\$0.00
			\$0.00
			\$0.00
C. Training	\$0.00	\$0.00	\$0.00
D. Exercise			
			\$0.00
			\$0.00
			\$0.00
			\$0.00
D. Exercise	\$0.00	\$0.00	\$0.00
E. Equipment			
			\$0.00
			\$0.00
			\$0.00
			\$0.00
E. Equipment	\$0.00	\$0.00	\$0.00
F. Management and Administration			
			\$0.00
			\$0.00
			\$0.00
			\$0.00
F. Management and Administration	\$0.00	\$0.00	\$0.00
SUBTOTAL			
	\$0.00	\$0.00	\$0.00
TOTAL PER AMOUNTS:			
	\$0.00	\$0.00	\$0.00
CERT / Citizens Corp / Match Share:	#DIV/0!	#DIV/0!	#DIV/0!
APPROVED BY (must be typed or signed by program):			
Date PER sent to Volunteer Florida			

Attachment F



volunteerflorida

CERT/CITIZENS CORPS CONTRACT AMENDMENT

An Agreement BETWEEN: Florida Commission on Community Service (Volunteer Florida)
1545 Raymond Diehl Road, Suite 250
Tallahassee, FL 32308
850-414-7400

AND

Orange County Emergency Management
Attn:
Address
Address
Phone Number

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date set forth below.

Clay Ingram
Chief Executive Officer
Volunteer Florida

CERT/CC Designated Authority

Title

Date

Date

Attachment G
PROGRAM STATUTES AND REGULATIONS

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

Attachment H

CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

Subcontractor Covered Transactions

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

SUBCONTRACTOR:

By: _____

Orange County Emergency Management _____

Signature

Sub-Grantee's Name

Name and Title

Street Address

Street Address

Date

City, State, Zip

Attachment I

CRIMINAL HISTORY CHECK STATUS FORM

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

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

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

Florida Department of Law Enforcement Criminal History Information:

<https://www.fdle.state.fl.us/Criminal-History-Records/Obtaining-Criminal-History-Information>

<https://www.fdle.state.fl.us/Criminal-History-Records/Record-Check>

Lead Organization:	
Program Name:	
Program Start Date:	

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

Signature Organization Date