




INTEROFFICE MEMORANDUM

May 03, 2023

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

THROUGH: Daniel P. Banks 
Deputy County Administrator

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

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

SUBJECT: June 06, 2023 - Consent Agenda Item
Federally-funded Subaward and Grant Agreement by The State of Florida
Division of Emergency Management and Orange County Agreement
Number: Z2892

The Federal Emergency Management Agency's ("FEMA") Public Assistance Grant Program's objective is to provide assistance to state, tribal, and local governments so that communities can quickly respond to and recover from major disasters or emergencies declared by the President. The State of Florida receives the funding from FEMA and then manages all subawards awarded to local eligible jurisdictions and agencies within the State of Florida. Prior to the Public Assistance Grant Program becoming available, a presidential declaration must be made designating the jurisdictions eligible for Public Assistance.

Hurricane Ian was a powerful and destructive Category 5 Atlantic Hurricane, the third-costliest weather disaster on record, and one of the deadliest hurricanes to strike the state of Florida in history.

On September 23, 2022, President Biden issued a Disaster Declaration for then Tropical Storm Ian, in which he determined that "the emergency conditions in certain areas of the State of Florida . . . are of sufficient severity and magnitude to warrant an emergency declaration" and Public Assistance Grant Program funding. On September 25, 2022, such declaration was amended to include Orange County to the list of designated areas adversely affected by the storm.

The attached subaward agreement with the State of Florida's Division of Emergency Management ("FDEM") will allow the County to pursue reimbursement under the Public Assistance Grant Program for costs incurred by the County in responding to and mitigating the damage resulting from Hurricane Ian during the "incident period" that began on September 23, 2022 and ended on November 4, 2022.

The Public Assistance Grant Program funding is broken down into different "project categories". Categories A (Debris Removal) and B (Emergency Protective Measures) are 100% reimbursable by FEMA. Categories C (Roads and Bridges), D (Water Control Facilities), E (Public Buildings and Contents), F (Public Utilities), and G (Parks, Recreational, and Other Facilities) require a 25% cost share that is split between the State (12.5%) and the County (12.5%).

All funding for the attached subaward is contingent upon annual appropriation by the legislature and submission of sufficient documentation justifying each expenditure by the County. Currently, Orange County has over 200 claims in eligible expenditures. This agenda item requests approval by the Board of the subaward agreement and delegation of authority to the Mayor or his designee to execute any supplemental forms or documents required by the state of federal governments for finalization of such agreement.

After Hurricane Ian and Hurricane Nicole hit Florida, the Florida Legislature set aside a nonrecurring sum of \$350 million to cover all or a portion of the cost share for local governments. Such funding will be provided by the State to local governments, such as Orange County, that were designated in the FEMA disaster declaration for either or both of the hurricanes on a "first come, first served" basis.

In order to secure any of such "set-aside" funds from the State, the County will need to "opt-in" by signing a separate agreement with the FDEM. In such "opt-in" agreement, the County must agree to be responsible for its cost share for any projects that stand obligated after the funding is exhausted or upon the expiration of the funding's deadline. Additionally, by "opting-in", the County must also agree to use the same amount of funding it receives in State "set-aside" funds for future recovery/mitigation.

This separate "opt-in" agreement is still being developed by FDEM and will be provided to the County sometime after the attached subaward agreement is executed. Due to the "first come, first served" nature of the State's set-aside funding, staff believes that time will be of the essence to execute the "opt-in" agreement when it is received. Accordingly, this agenda item includes a request that the Mayor and his designee be delegated the authority to execute such "opt-in" agreement when the County receives it as well as any supplemental documents required by the state or federal governments for finalization of such agreement, so long as such documents meet the approval of both the County's Risk Management Division and County Attorney's Office.

Finally, to facilitate management of the Hurricane Ian-related grant funding provided by the federal and state governments, this agenda item requests a delegation of signature authority be made to the Deputy County Administrator for Public Safety to execute any additional supplemental documents required by the state or federal governments over the course of their administration of the related funding, so long as such documents do not impose additional budgetary obligations upon the County. Such requested authorization and delegation includes the execution of amendments to either the Federally-funded Subaward and Grant Agreement or the “opt-in” agreement, so long as such amendments are first reviewed and approved by both the Risk Management Division and the County Attorney’s Office.

ACTIONS REQUESTED: Approval and execution of 1) Federally Funded Subaward and Grant Agreement for DR – 4673 – Hurricane Ian by the State of Florida, Division of Emergency Management and Orange County Agreement Number: Z2892; 2) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; 3) Systems Access Form (Contacts) FEMA/Grantee Public Assistance Program Florida Division of Emergency Management; 4) Certification Regarding Lobbying; and 5) any other supplemental documents as may be additionally required by the federal or state governments to finalize the agreement; and authorization and delegation of signature authority as requested in the memorandum.

Attachments

c: Byron W. Brooks, AICP, County Administrator

BCC Mtg. Date: June 6, 2023

Agreement Number: Z2892

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for DR - 4673 - Hurricane Ian

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name: Orange County

Subrecipient's unique entity identifier: _____

Federal Award Date: 9/30/2022

Subaward Period of Performance Start and End Date (Cat A-B): Sep 23, 2022- Mar 29, 2023

Subaward Period of Performance Start and End Date (Cat C-G): Sep 23, 2022- Mar 29, 2024

Amount of Federal Funds Obligated by this Agreement: N/A

Total Amount of Federal Funds Obligated to the Subrecipient
by the pass-through entity to include this Agreement: _____

Total Amount of the Federal Award committed to the Subrecipient
by the pass-through entity: _____

Federal award project description (see Federal Funding
Accountability and Transparency Act (FFATA): Grant for communities to respond to and
recover from major disasters or
emergencies and for limited mitigation
measures.

Name of Federal awarding agency: Department of Homeland Security (DHS)
Federal Emergency Management Agency
(FEMA)

Name of pass-through entity: Florida Division of Emergency
Management (FDEM)

Contact information for the pass-through entity: 2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

Assistance Listing Number (Formerly CFDA Number): 97.036

Assistance Listing Program Title (Formerly CFDA program Title): Orange County

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Division and the Subrecipient to allow the Division to pay grant funds to the Subrecipient.

THEREFORE, the Division and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Subrecipient performance; and
- ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Name Jennifer Stallings
Title Grant Program Manager
Bureau of Recovery
Address: Florida Division of Emergency Management
 2555 Shumard Oak Blvd.
 Tallahassee, FL 32399-2100
Telephone: (850) 815-4408
Email: Jennifer.Stallings@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: Lauraleigh Avery
Address: 6590 Amory Ct.
 Winter Park, Fl 32792

Telephone: 407-836-9151

Email: Lauraleigh.Avery@ocfl.net

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

e. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Division's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

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

(7) SCOPE OF WORK

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

(9) FUNDING

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4673 - Hurricane Ian Payments to Subrecipients are contingent upon the granting of budget authority to the Division.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not**

apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

(10) PAYMENT

a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

(11) REPAYMENTS

a. Refunds or repayments of obligated funds may be paid to the Division through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Division to off-set against other obligated projects where deemed appropriate. In accordance with Chapter 255, Florida Statutes, the Subrecipient has 30 days to repay the funds from the issuance of the invoice from the Division. The Division may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

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

(12) RECORDS

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient 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 Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient 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 award and all other applicable laws and regulations.

(13) AUDITS

a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.

b. As required by 2 CFR § 200.337(a), "The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Division], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient's] personnel for the purpose of interview and discussion related to such documents." The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).

c. As required by 2 CFR § 200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient 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 Subrecipient's personnel for the purpose of interview and discussion related to such documents.

(14) REPORTS

a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Division with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, 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.

| | Reporting Time Period | Subrecipient Report Submittal Deadline |
|-----------------------|------------------------------|---|
| Quarter 1 (Q1) | October 1 – December 31 | January 15 |
| Quarter 2 (Q2) | January 1 – March 31 | April 15 |
| Quarter 3 (Q3) | April 1 – June 30 | July 15 |
| Quarter 4 (Q4) | July 1 – September 30 | October 15 |

b. The Subrecipient agrees to submit quarterly reports to the Division no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the closeout of each project in the Division's Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by the Division or the Federal awarding agency.

(15) MONITORING

a. The Division shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203, that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Division as authorized by 2 CFR § 200.332(a)(2).

(16) LIABILITY

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(17) TERMINATION

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Division and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

(18) PROCUREMENT

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR §§ 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal

funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

(19) ATTACHMENTS

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

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

c. This Agreement has the following attachments:

- i. Attachment A – Certification Regarding Debarment
- ii. Attachment B – Systems Access Form
- iii. Attachment C – Certification Regarding Lobbying

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

SUBRECIPIENT: Orange County

By: *Jerry L. Demings*

Name: ^(Signature) Jerry L. Demings

Title: Orange County Mayor

Date: June 6, 2023



**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: Melissa Shirah
Governor's Authorized Representative

Digitally signed by Melissa Shirah
DN: dc=org, dc=fleoc, ou=DEM_Users,
ou=Recovery, cn=Melissa Shirah,
email=Melissa.Shirah@em.myflorida.com
Date: 2023.07.12 15:46:10 -04'00'

Date: _____

BCC Mtg. Date: June 6, 2023

Attachment A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

he Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) 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.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.



By: Jerry L. Demings
Signature

Jerry L. Demings, Orange County Mayor
Name and Title

201 South Rosalind Avenue
Street Address

Orlando, FL, 32801
City, State, Zip

June 6, 2023
Date

Orange County

Subrecipient's Name

Z2892

DEM Contract Number

Attachment B

SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to RPA.Help@em.myflorida.com.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

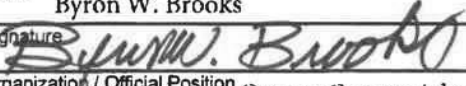
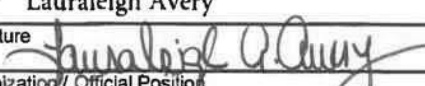
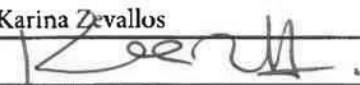
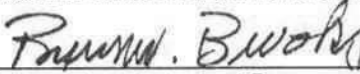

Block 2: "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

Block 3: "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

| SYSTEMS ACCESS FORM (CONTACTS) FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM FLORIDA DIVISION OF EMERGENCY MANAGEMENT | |
|--|--|
| Subrecipient: Orange County | |
| Box 1: Authorized Agent (Full Access) | Box 2: Primary Contact (Full Access) |
| Name Byron W. Brooks | Name Lauraleigh Avery |
| Signature  | Signature  |
| Organization / Official Position Orange County Administrator | Organization / Official Position Orange County Office of Emergency Management Manager |
| Mailing Address 201 S. Rosalind Av. | Mailing Address 6590 Amory Ct |
| City, State, Zip Orlando, FL 32801 | City, State, Zip Winter Park, FL 32792 |
| Daytime Telephone 407-836-9140 | Daytime Telephone 407-836-9151 |
| E-mail Address ocoem@ocfl.net | E-mail Address Lauraleigh.Avery@ocfl.net |
| Box 3: Alternate Contact (Full Access) | Box 4: Other-Finance/Point of Contact (Full Access) |
| Name Karina Zevallos | Name |
| Signature  | Signature |
| Organization / Official Position Office of Emergency Management, Sr. Fiscal Coordinator | Organization / Official Position |
| Mailing Address 6590 Amory Ct | Mailing Address |
| City, State, Zip Winter Park, FL 32792 | City, State, Zip |
| Daytime Telephone 407-836-9144 | Daytime Telephone |
| E-mail Address Karina.Zevallos@ocfl.net | E-mail Address |
| Box 5: Other-Risk Mgmt-Insurance (Full Access) | Box 6: Other-Environmental-Historic (Full Access) |
| Name | Name |
| Signature | Signature |
| Organization / Official Position | Organization / Official Position |
| Mailing Address | Mailing Address |
| City, State, Zip | City, State, Zip |
| Daytime Telephone | Daytime Telephone |
| E-mail Address | E-mail Address |
| The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date. | |
|  Subrecipient Authorized Representative Signature | |
| June 6, 2023 Date | |
|  | |

**SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Subrecipient: Orange County

Date:

| Box 7: Other (Read Only Access) | Box 8: Other (Read Only Access) |
|--|--|
| Name | Name |
| Signature | Signature |
| Organization / Official Position | Organization / Official Position |
| Mailing Address | Mailing Address |
| City, State, Zip | City, State, Zip |
| Daytime Telephone | Daytime Telephone |
| E-mail Address | E-mail Address |

| Box 9: Other (Read Only Access) | Box 10: Other (Read Only Access) |
|--|---|
| Name | Name |
| Signature | Signature |
| Organization / Official Position | Organization / Official Position |
| Mailing Address | Mailing Address |
| City, State, Zip | City, State, Zip |
| Daytime Telephone | Daytime Telephone |
| E-mail Address | E-mail Address |

| Box 11: Other (Read Only Access) | Box 12: Other (Read Only Access) |
|---|---|
| Name | Name |
| Signature | Signature |
| Organization / Official Position | Organization / Official Position |
| Mailing Address | Mailing Address |
| City, State, Zip | City, State, Zip |
| Daytime Telephone | Daytime Telephone |
| E-mail Address | E-mail Address |

| | |
|---|--------------|
| Subrecipient's Fiscal Year (FY) Start: Month: | Day: |
| Subrecipient's Federal Employer's Identification Number (EIN) | 59-6000773 |
| Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management | |
| Subrecipient's: FIPS Number (If Known) | 095-99095-00 |

BCC Mtg. Date: June 6, 2023

Attachment C
Certification Regarding Lobbying

APPENDIX A, 44 CFR 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 Subrecipient or contractor, Orange County, 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 Subrecipient/contractor's Authorized Official

 Jerry L. Demings, Orange County Mayor

Name and Title of Subrecipient/contractor's Authorized Official

June 6, 2023

Date

