



INTEROFFICE MEMORANDUM

November 14, 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**
Emergency Manager
Office of Emergency Management
PHONE NUMBER: 407-836-9151

SUBJECT: December 12, 2023 - Consent Agenda Item
Volunteer Florida Community Emergency Response Team Citizens Corps
Contract (CERT/CC) 2023-2024

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. The period of performance for this contract is October 1, 2023, through August 31, 2024.

This contract requires a match and will allow Orange County's Community Emergency Response Team program to purchase equipment needed to conduct basic disaster preparedness and response training in order to assist communities to prepare for, respond to and recover from disasters.

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 Community Emergency Response Team Citizens Corps (CERT/CC) Contract 2023-2024 by and between the Florida Commission on Community Service, d/b/a Volunteer Florida and Orange County Emergency Management in the amount \$5,000. An in-kind match is required.

attachments

c: Byron W. Brooks, AICP, County Administrator



volunteerflorida

**Volunteer Florida
Community Emergency Response Team
Citizens Corps
(CERT/CC) Contract
2023-2024**

Subgrantee: Orange County Emergency Management

FY 23-24 Grant Period: October 1, 2023 – August 31, 2024 (Contract Period of Performance)

CFDA Number: 97.042

Contract Total: \$5,000

This contract is hereby made and entered into as of this October 1, 2023 (the "Effective Date"), by and between the Florida Commission on Community Service, otherwise known as, Volunteer Florida, having its principal place of business at 1545 Raymond Diehl Road, Suite 250, Tallahassee, FL 32308, and the City of Tampa, 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 "Subgrantee") (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 Subgrantee 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 Subgrantee 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 the Federal Emergency Management Agency (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 Subgrantee and returned to Volunteer Florida before execution of the contract. The Subgrantee should not request reimbursement for any funds spent outside the period of performance of the contract. Contract funds will be disbursed to Subgrantee (according to approved program budget) upon receipt of evidence of expenditures, receipt of required documentation to support those expenditures, and receipt of deliverables according to the terms and conditions of the contract.
- III. **REIMBURSEMENT.**

- A. A Periodic Expenditure Report (PER) shall be submitted quarterly, due on the 15th of the month following the end of each quarter, and shall include the supporting documentation for all costs of the project or services, as well as be in compliance with the deliverables.
 - i. A PER Form, along with required supporting documentation (timesheets, payroll documentation, invoices and proof of payments in the form of canceled checks, paid credit card statements, etc.), will be required before a reimbursement will be made to Subgrantee.
 - ii. Subgrantees will be **required** to attend a PER 101 training during the contract period.
 - iii. All expenses should be submitted on a PER Form in the quarter in which that expense is **paid**. If the expense is paid by credit card, the date the credit card statement was paid will determine when that expense can be submitted for reimbursement.
- 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 Subgrantee 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. Subgrantees are required to provide cash or in-kind match **dollar for dollar for this grant funding**. If the Subgrantee is unable to meet the dollar for dollar match, Volunteer Florida reserves the right to hold payments and utilize the Subgrantee's reimbursement request to meet the required match.
- B. Match must be stated as expenditures on the PER Form as provided in the approved budget and will also require the same supporting documentation as noted for reimbursable expenditures. Subgrantees shall be required to document the source of any cash and/or in-kind contributions. Volunteer hours (valued at \$29.41/hour), that are directly related to Training and/or Exercise programs, may be used to meet the match requirement. **Documentation noting the volunteers name, date of service, hours of service, and an authorized signature will be required to be submitted.**

V. AUDITS.

- A. The Subgrantee'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 Subgrantee 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 (5) 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 have been requested.
- C. If the Subgrantee'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 Subgrantee 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 Subgrantee.

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	Allowable Cost and Eligible Activities
Attachment C	Reports
Attachment D	Reporting Forms
Attachment E	Contract Amendment
Attachment F	Program Statutes and Regulations
Attachment G	Certification Regarding Debarment
Attachment H	Criminal History Check Status Form
Attachment I	Budget Revision Request 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 Subgrantee 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 Subgrantee, cause the termination of this Contract and the release of Volunteer Florida from all its obligations to the Subgrantee
- 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 Subgrantee 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 Subgrantee is unable to certify to any of the statements in VIII.D above, then the Subgrantee shall attach an explanation to this Contract.

- F. In addition, the Subgrantee shall send to Volunteer Florida by email the completed Attachment G titled: "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" for each intended subcontractor which Subgrantee plans to fund under this Contract.
- G. The Subgrantee shall send to Volunteer Florida by email the completed Attachment H titled: "Criminal History Check Status Form." Volunteer Florida shall require the Subgrantee 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.
 - i. All deployment paperwork and proof of level 2 background checks must be completed prior to team deployment. Deploying outside of your community is considered self-deployment. Teams who deploy without a WebEOC mission number issued by Volunteer Florida are subjected to cancellation of contract.
 - ii. Subgrantee must also notify Volunteer Florida in writing of any disaster deployments of staff and resources, and submit situation reports that may include the location(s) and the type(s) of services and resources being provided, and numbers of volunteers involved.
- H. Volunteer Florida reserves the right to unilaterally cancel this Contract if the Subgrantee refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Subgrantee 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.
- I. 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 Subgrantee of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Contract by Volunteer Florida.
- J. The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it will register with, and use the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the Vendor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Commission within five days of Contract execution of hiring new employees, whichever is later.
- K. 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.

- L. The Subgrantee 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 Subgrantee also certifies that the undersigned person has the authority to legally execute and bind Subgrantee 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 in Attachment A. 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, 2023. 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 L. Demings*
Name: for Jerry L. Demings
Title: Orange County Mayor
Date: December 12, 2023



VOLUNTEER FLORIDA
By: *Eric Siestrom*
Name: Eric Siestrom
Title: Chief Operating Officer
Date: 1-5-2024



COUNTY ATTORNEY'S OFFICE
JEFFREY J. NEWTON, *County Attorney*

201 South Rosalind Avenue 3rd Floor
Reply To: Post Office Box 1393
Orlando, FL 32802-1393
407-836-7320 Fax 407-836-5888

January 6, 2023

Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-0700

Deputy County Attorney
Joel D. Prinsell

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Joy Carmichael
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Scott McHenry
Sawsan Mohluddin
Matthew Pritchett
Dylan Schott
Scott Shevenell
Shonda White

Legal Administrative Supervisor

Anna M. Caban

Senior Paralegal

Melessia Lofgren

Paralegals

Maria Vargas, ACP
Lamar Sharpe
Gail Stanford

Re: Delegation of Signature Authority for Orange County, Florida

To Whom It May Concern:

Pursuant to the Orange County Charter, the Orange County Mayor has the following responsibility:

“Be responsible for the execution of all contracts and legal documents, but may delegate such authority.” Article III, Section 302(D)(4), Orange County Charter.

By use of an executive order, the Orange County Mayor has delegated their signature authority as follows:

“As expressly permitted by Section 302(D)(4) of the Orange County Charter, the Orange County Mayor, hereby delegates to the following individuals the authority to sign contracts and grants on my behalf after Board approval:

- A. Vice Mayor of the Board of County Commissioners, or
- B. County Administrator or Acting County Administrator.**
- C. Pursuant to Article III of the Orange County Code, the Purchasing Manager is authorized to sign all contracts and agreements on behalf of the Board of County Commissioners.” Part II, Orange County Mayor’s Executive Order 06.004 (emphasis added).

The Orange County Mayor is Jerry L. Demings. The County Administrator is Byron Brooks. Mr. Brooks therefore has the requisite authority to sign contracts and grants “for”, or otherwise on behalf of, the Orange County Mayor.

Sincerely,

Cristina T. Berrios
Assistant County Attorney

Enclosures: Article III, Section 302, Orange County Charter
Part II, Orange County Mayor’s Executive Order 06.044

Sec. 302. - County mayor.

The county mayor shall be a registered voter of and resident of Orange County at the time of election to office and throughout the term of office. The office shall be a full-time position combining both the duties of ceremonial head and operational head of those activities within the jurisdiction of the board of county commissioners.

- A. *Compensation.* The county mayor's salary shall be set by ordinance. The salary in effect at the beginning of a county mayor's term in office shall not be lowered during that term.

(Orange County Comptroller note: Ord. No. 96-40, §3, 12-19-96; salary effective 10/01/01 = \$127,146.54/year)

- B. *Vacancy, incapacity, or absence due to military service.* Vacancies in the office of the county mayor shall be defined and filled in accordance with state law. If the county mayor changes residence from Orange County, he or she shall be deemed to have vacated such office. If the county mayor becomes permanently incapacitated and unable to perform his or her duties, a successor shall be chosen in the manner prescribed by general law. If the county mayor becomes temporarily incapacitated, or if the county mayor is absent for a prolonged period due to military service, then to the extent not inconsistent with general law a temporary substitute shall be chosen to serve during the incapacity or absence, as follows:

1. The temporary substitute shall be chosen in the manner provided by ordinance enacted by the approving vote of no fewer than a majority plus one of the board members prior to the beginning of the incapacity or prolonged absence; or
2. Absent such an ordinance, the temporary substitute shall be the person designated by the county mayor, if competent when the designation is made; or
3. Absent such a designation, the temporary substitute shall be chosen by the approving vote of no fewer than a majority plus one of the commissioners.

The county mayor shall continue to receive his or her compensation during the absence or temporary incapacity. Unless defined otherwise by ordinance, temporary incapacity means a situation or condition that renders the county mayor unable to perform his or her duties for a period of more than 90 consecutive days, but does not constitute a vacancy in the office. In no event shall any temporary substitute serve beyond the term of the county mayor.

- C. *Terms.* The county mayor shall be elected for a term of four years and shall be limited to two full consecutive terms. The term of the county mayor shall commence the same day the terms of the commissioners from even-numbered districts commence.

- D. *Duties.* The county mayor shall have the following powers and duties:

- 1.

Manage the operation of all elements of County Government under the jurisdiction of the board, consistent with the policies, ordinances and resolutions enacted by the board;

2. Serve as chair of the board of county commissioners;
 3. Vote on all matters before the board;
 4. Be responsible for the execution of all contracts and legal documents, but may delegate this authority;
 5. Prepare and publish agendas for all meetings of the board and submit the annual budget estimate with a plan of action to meet the needs of the county for adoption by the board;
 6. Appoint and dismiss heads of county departments, divisions and other agencies under the jurisdiction of the board except that all such appointments shall be made annually and shall be subject to confirmation by the board;
 7. Assure the faithful execution of all ordinances, resolutions and orders of the board and all laws of the state which are subject to enforcement by the county mayor, or by officers who are subject under this Charter to the mayor's direction and supervision;
 8. Present annually at a time designated by the board, a "state of the county" message, setting forth programs and recommendations to the board;
 9. Supervise the daily activities of employees;
 10. Serve as the official representative and ceremonial dignitary for the government of Orange County, with prerogative to issue proclamations;
 11. Sign ordinances, resolutions and documents for the board;
 12. Call the board into regular and special session; and
 13. Carry out other powers and duties as required by this Charter or may be prescribed by the board.
- E. *Filling vacancies when permissible under Florida law* and to the extent that it should become lawful under the Constitution and laws of the State of Florida for this charter to prescribe a method for filling vacancies in the office of county mayor, this subsection shall immediately become effective.
- If a vacancy occurs in the office of county mayor and the remainder of the term of office is one year or less, then such vacancy shall be filled for the remainder of the term by appointment by a majority vote of the board of county commissioners.
- If a vacancy occurs in the office of county mayor and the remainder of the term of office exceeds one year, then such vacancy shall be filled by a special election. The board of county commissioners, after first consulting with the supervisor of elections, shall by resolution fix

the time period for candidate qualifying, the date of the election, and the date of any runoff election. The date of the election shall be a date no later than one hundred twenty (120) days after the occurrence of the vacancy.

(Amended November 1988; November 2004; November 2012)

4. Each Commissioner is responsible for assigning work to his/her administrative support staff and monitoring work habits and performance. The individual Commissioner is responsible for any needed discipline.

5. Each Commissioner may approve salary increases for his/her administrative support staff provided:

a. A performance evaluation has been completed.

b. The salary increase would not cause the employee's salary to be above the maximum of the pay range.

c. Salary increase percentage is within the guidelines established for these employees (guidelines for non-classified service established annually).

d. Salary increases above the guidelines may be approved by the Commissioner in recognition of exemplary performance; however, the increase cannot result in a salary which exceeds the pay range.

6. County Commissioners and the Mayor may elect to provide up to two weeks severance pay to appointed staff at the time of staff members separation.

7. Each administrative support staff member will be expected to carry out all of the duties and responsibilities of the job description and be responsible for the clerical and administrative support for his/her District Commissioner.

8. If additional assistance is required, volunteers may be used. However, such volunteers shall not give direction to County staff.

9. The Mayor reserves the right to adjust this delegation of authority as may be deemed appropriate in the future.

Pay Ranges: Administrative support staff members have a specified salary range. These ranges will be reviewed and adjusted when market conditions dictate, as are all other pay ranges in this series.

Absences from Office: Administrative support staff members may fill in for one another on a voluntary basis, with the concurrence of the supervising Commissioner. Telephone calls will be routed directly to Commission offices. The voice mail system will

record telephone calls for future response.

Authority for Receptionists: The receptionists in the Board of County Commissioners office are not subject to this delegation and will be supervised by the Vice Mayor. The Vice Mayor will be in charge of the work directed to them and will arrange for backup coverage needed at the front desk.

Decorum and Common Areas: The Vice Mayor is delegated the authority to set rules from time to time regarding the following matters:

1. the use of common areas and equipment (for example, the lobby, the conference room, the coffee room, the restrooms, and the copy and facsimile machines);

2. the presence of persons other than visitors and County employees;

3. the County Commissioner reading file, and;

4. any other matter not covered by this Executive Order.

EFFECTIVE DATES: August 1, 2006

ORDERED this 27th day of June, 2006.

By: Richard T. Crotty, Orange County Mayor

06.004 DELEGATION OF AUTHORITY TO SIGN CONTRACTS, RESOLUTIONS, PLATS, DEEDS, ORDINANCES AND OTHER LEGAL DOCUMENTS AFTER BOARD APPROVAL

I. PURPOSE AND BACKGROUND

Section 302(D)(4) of the Orange County Charter allows the Orange County Mayor to designate to certain individuals the authority to sign contracts, resolutions, plats, deeds, ordinances and other documents and instruments on his/her behalf after approval by the Board of County Commissioners where applicable. In an effort to expedite the processing of documents and legal instruments which frequently must be signed by the County Mayor on short notice, a memorialization evidencing that certain individuals have authority to sign contracts, ordinances, resolutions, plats, deeds, ordinances and other legal documents and other instruments, after Board approval where applicable, in the absence of the Orange County Mayor, has been created.

II. ORDER

As expressly permitted by Section 302(D)(4) of the Orange County Charter, the Orange County Mayor, hereby delegates to the following individuals the authority to sign contracts and grants on my behalf after Board approval:

A. Vice Mayor of the Board of County Commissioners, or

B. County Administrator or Acting County Administrator.

C. Pursuant to Article III of the Orange County Code, the Purchasing Manager is authorized to sign all contracts and agreements on behalf of the Board of County Commissioners.

As expressly permitted by Section 302(D)(4) of the Orange County Charter, the Orange County Mayor, hereby delegates to the following individuals the authority to sign resolutions, plats, deeds, ordinances, and other documents and instruments on my behalf after Board approval:

A. Vice Mayor of the Board of County Commissioners

B. County Administrator or Acting County Administrator,

C. Deputy County Administrator.

Following Board approval of any such contracts, resolutions, plats, deeds, ordinances, grants, and other documents and instruments, the persons named herein are hereby authorized to sign on my behalf any and all additional documents, including closing statements, grant conditions, or other instruments related to consummating the action the Board authorized so long as any such instrument does not increase the financial commitment of the County specified in such board authorization.

Pursuant to Section 302(D)(4), the authority to acknowledge receipt of any summons or service of process to be served on Orange County as part of the filing process to be served on Orange County as part of the filing or prosecution of a civil action is hereby delegated to and vested in the County Attorney's Office, as long as those individuals are located at their place of business at the time service is attempted, thereby waiving the right of the County to be served as

required by Florida law and the rules of civil procedure in state and federal courts (and any other tribunals with jurisdiction). The County Attorney shall exercise such delegated authority at his or her discretion and may delegate the authority further to any assistant county attorney or to any special counsel representing the County in any proceeding.

A subpoena served on an employee in his or her official capacity shall be served directly on that individual named on the subpoena. In the absence of an individual being named on the subpoena, the subpoena shall be served on the County Attorney's Office.

EFFECTIVE DATE: August 1, 2006

ORDERED this 27th day of June, 2006.

REVISED: 05/19/08

By: Richard T. Crotty, Orange County Mayor

10.001 TOBACCO IN THE WORKPLACE

I. PURPOSE AND BACKGROUND

The purpose of this section is to provide employees with an understanding of Orange County's rules governing the use of tobacco and nicotine dispensing devices in County facilities. The rules are designed to foster the health and safety of all employees and the public as well as reduce adverse impacts and maintenance to mechanical equipment. After careful review and consideration of all the available information, Orange County has decided to take additional positive steps towards providing a tobacco-free and nicotine-free environment for all employees. Use of tobacco poses a significant risk to the health of the user. It can damage sensitive technical equipment and can be a safety hazard. The 1986 Surgeon General's report on involuntary smoking states that second hand smoke is a cause of disease, including lung cancer, in healthy non-smokers. The report continues by saying that the simple separation of smokers and non-smokers within the same air space may reduce, but does not eliminate, the exposure of non-smokers to environmental tobacco smoke. Under Section 386.204, Florida Statutes, a person is prohibited from smoking in any enclosed indoor workplace. Nicotine is a highly addictive substance available for public consumption. The FDA has expressed concerns over the safety of nicotine dispensing devices. The potential health risks associated with the use of these devices and the impact of secondhand emissions caused by the use of these devices is largely undetermined. The following rules are provided to demonstrate Orange County's desire to improve and protect the health of its employees and citizens alike.

I. **POINT OF CONTACT INFORMATION.**

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

Shanelle Del Pino, Grants and Contracts Manager
1545 Raymond Diehl Road
Suite 250
Tallahassee, FL 32308
(850) 901-7362
Shanelle@volunteerflorida.org

OR

Tommy Cleversy, Emergency Management Deputy Director
State of Florida CERT Program Manager
1545 Raymond Diehl Road
Suite 250
Tallahassee, FL 32308
(850) 414-7400 ext. 119
Tommy@volunteerflorida.org

OR

Christy Rojas, Emergency Management Director
1545 Raymond Diehl Road
Suite 250
Tallahassee, FL 32308
(850) 414-7400, ext. #106
Christy@volunteerflorida.org

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

Name: Lauraleigh Avery, OEM Manager
Address: 6590 Amory Ct. Winter Park, FL 32792
Phone: 407-836-9151
E-mail: Lauraleigh.Avery@ocfl.net

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

Name: Karina Zevallos
Address: 6590 Amory Ct, Winter Park, FL 32792
Phone: 407-836-9144
E-mail: Karina.Zevallos@ocfl.net

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 Subgrantee to perform eligible activities as identified in Fiscal Year 2023-2024 Emergency Management Performance Grant 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.
 - a. A Budget revision can be requested by a subgrantee in order to request a transfer of funds between budget categories, to request new allowable costs, or to adjust a line item by ten 10% or more of the total budget collectively. All requests must be completed using the Budget Revision Request Form (Attachment I).
 - b. The Budget Revision Requests may only include costs for expenditures and match from the date of the Budget Revision Request Form approval to support the remaining grant period.
 - c. All Budget Revision Request Forms must be submitted and approved by the Grants and Contracts Manager prior to expending any funds under the new request.
 - d. Subgrantees will be allowed to submit up to two (2) revisions during the contract year with the last revision due no later than June 30, 2024.

CERT/Citizens Corps Proposed Budget – Orange County CERT/Citizens Corps

Allowable Expenditures	Qty	Unit Costs	CERT / Citizen	Grantee Match	Total
1. Planning Costs (Allowable planning costs: planning activities, salaries and fringe benefits, supplies, travel and per diem related to planning activities)					
			\$ -		\$ -
			\$ -		\$ -
Subtotal Planning			\$ -	\$ -	\$ -
2. Organizational Costs (Allowable organization costs: salaries and fringe benefits, office supplies/materials, postage)					
			-		-
Salaries and Benefits for Orange County CERT Project Coordinator - On Call (\$15.00 per hour)	158.059	\$ 15.00		2,370.89	2,370.89
			-		-
Subtotal Organization			-	2,370.89	2,370.89
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))					
			-		-
.Four in one sparkproof Tool - AEL #: 21GN-00-CCEQ	61	\$ 15.50	945.50		945.50
.Rite in the Rain 3x5 Notebook - AEL#: 21GN-00-CCEQ	90	\$ 5.9533	535.80		535.80
.Propac CERT Kit Pro 2 - AEL# 21GN-00-CCEQ	33	\$ 64.15	2,116.95		2,116.95
.Simulaids Deluxe Casualty Simulation Kit - AEL#21GN-00-CCEQ	1	\$ 1,151.75	1,151.75		1,151.75
			-		-
Subtotal Equipment			4,750.00	-	4,750.00
4. Training Costs (Allowable training costs: salaries and fringe benefits, develop, deliver training, workshops and conferences, workshops and conferences, certification/recertification of instructors, travel, supplies)					
			-		-
Salaries and Benefits for Orange County CERT Volunteers (90 hrs @ \$29.41)	90	\$ 29.41		2,646.90	2,646.90
			-		-
Subtotal Training			-	2,646.90	2,646.90
5. Exercise Costs (Allowable exercise costs: salaries and fringe benefits, design, develop, conduct and evaluate an exercise in accordance with Homeland Security Exercise and Evaluation Program (HSEEP) standards, exercise planning workshop, travel, supplies)					
			-		-
			-		-
Subtotal Exercise			-	-	-
6. Allowable Management and Administration Costs - Up to 5% of total award (Allowable M&A costs: salaries and fringe benefits)					
			-		-
Management and Indirect Cost for CERT Grant	1	\$ 250.00	250.00		250.00
***Orange County Indirect Cost 5% of the amount of the Grant (\$5,000*5%=\$250.00)			-		-
Subtotal M&A			250.00	-	250.00
Total					
			\$ 5,000.00	\$ 5,017.79	\$ 10,017.79
Signature of Applicant	<i>Karina Zevallos</i>				
Date of Application	10.20.2023				
VF Approval	<i>Tracie Lambright</i>				
Date of Budget Approval	10/20/2023				

Attachment B
ALLOWABLE COSTS AND ELIGIBLE ACTIVITIES

I. CATEGORIES AND ELIGIBLE ACTIVITIES.

The Fiscal Year 2023-2024 Emergency Management Performance Grant 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
 - 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. 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. ORGANIZATIONAL.

- 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. Training Focus Areas: Damage assessment, shelters, disaster survivor assistance, emergency operation training, and management of donations for counties and states.

- A. 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.
- B. 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, delivering the CERT Basic Training Course and supplemental training for CERT members who have completed the basic training, the CERT Train-the-Trainer Courses, and the CERT Program Manager course.
 - 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
- C. 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
- D. 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;
 - 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.
- E. It is the responsibility of the Subgrantee to arrange and compensate course managers for CERT trainings and course manuals.
- F. Subgrantees must maintain and monitor a database to track the number of trained volunteers (Merit, MS Excel, or another similar volunteer management database)

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. When conducting an exercise that shall include meals for the attendees, the Sub-recipient shall submit a request for approval to Volunteer Florida no later than twenty-five (25) days prior to the event to allow for both the Florida Division of Emergency Management and the Department of Financial Services to review. The request for meals must be submitted on letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

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. Cybersecurity Enhancement Equipment (Category 5)
 - iii. Interoperable Communications Equipment (Category 6)
 - iv. Detection Equipment (Category 7)
 - v. Power Equipment (Category 10)
 - vi. Physical Security Enhancement Equipment (Category 14)
 - vii. CBRNE Logistical Support Equipment (Category 19)
 - viii. 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.
- D. All requests to purchase Small Unmanned Aircraft System (SUAS) must comply with Information Bulletin (IB) 426 and must include the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties in the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment.
- E. As defined in section 200.310 Insurance Coverage: The Non-Federal entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

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 C REPORTS

Subgrantees shall provide Volunteer Florida with a Quarterly Program Report (found on page 15) and a quarterly Periodic Expenditure Report (PER) (found on page 16).

- 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, December 31, March 31, June 30, and August 31.
 - a. Quarter 1: October 1- December 31
 - b. Quarter 2: January 1- March 31
 - c. Quarter 3: April 1- June 30
 - d. Quarter 4: July 1- August 31
- II. **Subgrantees shall expend and request reimbursement for: 50% of the sub-grant agreement funds no later than June 30th; and 100% of the sub-grant agreement funds no later than August 31, 2024.** Volunteer Florida reserves the right to reallocate funds from subgrantees that have not expended 50% before June 30th. Failure to expend 50% by June 30th may also impact consideration of subgrantees' future CERT/CC grant applications.
- III. Match is required to be reported on a quarterly basis and subgrantees must meet the required match or payments will be held until the match is met.
- IV. **The Subgrantee shall provide Volunteer Florida with complete supporting documentation for all expenditures with the quarterly PER Form.** The PER Form (also known as the Reimbursement Invoice) along with all quarterly invoice documentation should be submitted in one PDF file to the Volunteer Florida Sub-Grantee Portal located at <https://volunteerfl.mccicloud.io/Forms/SGP/>. **At least one (1) Periodic Expenditure Report (PER) must be submitted by Quarter 3. Failure to submit at least (1) PER by Quarter 3 may result in withholding of funds, reallocation of funds, or the requirement to payback already disbursed grant funds.** Failure to submit (1) PER may also impact consideration of subgrantees' future CERT/CC grant applications.
- V. **The subgrantee will submit supporting documentation for all expenditures related to performance under the agreement on a quarterly basis for both the CERT reimbursable expenditures and the Match Expenditures for the 2023-2024 contract year.** Errors in the Reimbursement Invoices, or any supporting documentation, will result in the delay of payment. Volunteer Florida reserves the right to review any documents related to Reimbursement Invoices at any time during the program period. The required supporting documentation will include, but not be limited to: timesheets, payroll documentation, invoices, proof of payments, credit card statements, volunteer sign-in sheets, etc.
 - A. **Planning Costs:** copies of completed plan, contracts or agreements with consultants or sub-contractors providing services and documenting hours worked and proof of payment (copies of certified timesheets with employee and supervisor signature documenting hours worked and proof employee was paid (paystubs, earning statements, payroll expenditure reports. etc.), Expense items need to have copies of invoices, receipts and cancelled checks, credit card statements, and/or 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).
 - 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, and/or 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. Expense items need to have copies of invoices, receipts and cancelled checks, credit card statements, and/or 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).

- 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). Expense items need to have copies of invoices, receipts and cancelled checks, credit card statements, and/or 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).
- 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) Number (#) for each equipment purchase.
- F. **Management and Administration Costs:** Copies of certified timesheets with employee and supervisor signature documenting hours worked or FDEM 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.**
- G. 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 a conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences. Any 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) may be used as match.
- H. Failure to submit reports in a timely manner will cause reimbursement to be withheld or delayed.
- I. .
- J. The last quarter report is due no later than thirty (30) days after termination of this Contract. Federal funds provided under this contract must be matched by the Subgrantee 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, and/or credit card statements, bank statements for proof of payment) as previously noted in this contract

**Attachment D
REPORTING FORMS**

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

Attachment D QUARTERLY PROGRAM REPORT

Trainings & Classes Details	
# of Trainings, Classes	# of Participants

Outreach Activities & Events Details	
# of outreach activities, events	# of Participants

Exercise Activities	
# of Exercises	# of Participants

Conference Details	
# of Conferences	# of Participants

Materials Distributed Details	
# of Materials	# of Participants

Equipment Details	
-------------------	--

Management & Admin Details	
----------------------------	--

Community Volunteer Hours	
---------------------------	--

Quarterly Program Report Summary	
----------------------------------	--

Additional Comments notes	
---------------------------	--

<input type="checkbox"/> Please provide a brief description of how volunteers have been engaged in meaningful activities.	✓
<input type="checkbox"/> Discuss at least one success you have encountered during this period.	✓
<input type="checkbox"/> Volunteer Florida wants to share more of your story! Please share 2-3 unique outcomes	✓

<input type="checkbox"/> By checking this box, I verify I have uploaded pictures. Important: Please label photos with the name of your organization. Upload your pictures to Dropbox HERE <small>Please right click HERE to upload the pictures in a different tab to copy and paste the link: https://www.volunteerflorida.org/emp/docs</small>
--

Attachment E



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

Organization
Attn:
Address
Address
Phone Number

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

Erin Sjostrom
Chief Operating Officer
Volunteer Florida

CERT/CC Designated Authority

Title

Date

Date

Attachment F

PROGRAM STATUTES AND REGULATIONS

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

Attachment G

CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

Subcontractor Covered Transactions

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

SUBCONTRACTOR:

By: _____

Signature

Subgrantee's Name

Name and Title

Street Address

Street Address

Date

City, State, Zip

23-24 CERT/Citizens Corps Application

Cover Page

Request for Proposals

Volunteer Florida is proud to announce the availability of FY 2023-2024 Community Emergency Response Team (CERT)/Citizen Corps Program funding. Volunteer Florida is anticipating awarding up to \$100,000 in subgrant awards.

Interested parties may apply for funding for a CERT program, a Citizen Corps program, or both. If seeking funding for both CERT and Citizen Corps, a separate application must be submitted for each. Each subgrant application may request a minimum of \$5,000 or a maximum of \$10,000. Applications are due to Volunteer Florida by **by 5:00 PM EDT August 3rd, 2023** via Blackbaud.

For questions on how to complete the CERT/Citizens Corps Request for Proposal, please contact: Shanelle Del Pino, Grants and Contracts Manager, 850-417-7400 ext 120 or Shanelle@volunteerflorida.org.

Before You Begin

Letter of Support

Letter of Support or acknowledgment from corresponding Emergency Management Office (except in the case where the applicant is the County Emergency Management Office).

Organization Information

Organization Name

Orange County

Other Name(s)

Federal Employer Identification Number

FEIN

59600073

DUNS/UEI

064797251

Emergency Management Director/CEO First Name

Lauraleigh

Emergency Management Director/CEO Last Name
Avery

Title
Office of Emergency Management Manager

Emergency Management Director/CEO Phone
407-836-9151

Emergency Management/CEO E-mail Address
Lauraleigh.Avery@ocfl.net

Applicant First Name
Jason

Applicant Last Name
McMillan

Applicant Title
Emergency Management Specialist

Applicant E-mail
Jason.McMillan@ocfl.net

Applicant Phone
407-836-9051

Physical Address
6590 Amory Ct

City
Winter Park

State
FL

Postal Code
32792

Mailing Address

6590 Amory Ct

City

Winter Park

State

FL

Postal Code

32792

Fiscal Information

Fiscal Agent Name (as applicable)

Name of the fiscal organization, if different from the applicant organization.

Fiscal Contact First Name

Karina

Fiscal Contact Last Name

Zevallos

Fiscal Contact Email

karina.zevallos@ocfl.net

Fiscal Address

The physical mailing address where financial and administrative records are maintained.

Orange County Office of Emergency Management

6590 Amory Ct

Winter Park, FL 32792

City

Winter Park

State

FL

Postal Code

32792

Request Type/Status

Contributions-CERT

General

Organization

Type of Organization

Expansion

CERT/Citizen Corps

CERT

County Served

Orange County

Total Amount Requested

Each subgrant application may request what they anticipate is needed (not to exceed \$10,000), but awards may be restricted to \$5,000.

10000

General (Maximum 5 points)

1. Program Geographical Area

Orange County

2. Name of the applicant's sponsoring agency/group

Orange County Office of Emergency Management

3. Please indicate the type of sponsoring agency/group

County Emergency Management; Fire/Rescue Services; Fire Tax District; City Emergency Management Office; Citizen Corps Council; Native American Tribe; Sheriff/Police Agency

County Emergency Management

4. Is a letter of support from the corresponding County Emergency Management Agency included with this application?

No, The Orange County Office of Emergency Management is in compliance with the National Incident Management System (NIMS) and is the agency applying for this grant. Therefore, this application serves as a letter of support from the Emergency Management Office.

5. I certify that my organization will comply with the requirement that if funding is received, a Level 2 Background Check for members will be required prior to deployment in an emergency or disaster.

Yes

a. How will you pay for these background checks? (i.e. in-kind, match, etc.) Please explain.

Orange County will use General Fund to complete this request

Program Narrative

2. Program Narrative (Maximum 40 Points)

Are you a previous CERT/CC grantee?

Yes

Is this applicant a new Citizen Corps Council?

Yes or No

No

1. Provide a general overview of your program (new or existing) to include experience and abilities to be utilized.

The Orange County Community Emergency Response Team currently serves the fifth largest population in the State, Orange County has 1,515,093 citizens. The CERT program is coordinated by a CERT Program Manager and a CERT Coordinator who are Orange County Office of Emergency Management staff members. Volunteers in the program support the program needs as available.

OCCERT members receives training in the basic core curriculum within the CERT Program and have the opportunity to gain further skills and knowledge through Orange County CERT Continuing Education Classes offered throughout the year. The team also has the opportunity to practice their skills through a variety of quarterly and annual tabletop and full scale exercises.

The CERT program seeks to build involvement in disaster preparedness, response and recovery efforts through training and engagement with the community. OCERT are often called on to serve as force multiplier to support a variety of situations such as during public outreach events, training events and exercises. We encourage collaboration between public and non-public sectors through various activities, meeting and exercises to bridge gaps between community partners and OCCERT members.

2. Describe your organizations history with CERT/CC. Briefly describe how you intend to use awarded funds

The Orange County Citizen Corps Program was founded in 2004 which led to the creation of the Orange County Community Emergency Response Team Program. While the program was put on hold during the COVID-19 pandemic,

it was reactivated in late 2021 and has trained over 300 volunteers. The CERT Program currently has 160 volunteers trained and ready to deploy when requested. The program has also sought to re-engage past volunteers in the area through outreach and training opportunities.

Our current training plan provides the potential to add an additional 200 CERT Team members in 2024 covering a wide variety of geographic areas in the County. The funding of this grant will provide training equipment and supplies to support the program growth plan.

Please describe the implementation plan/narrative for the program.

a. Strategy and methodology for recruitment

The target audience for recruitment continues to be communities and neighborhood organizations that are most vulnerable to the hazards identified by Orange County OEM. The intend is to train and retain all team members. OCOEM uses social and traditional media outlets to recruit new program members. We also rely heavily on outreach events such as safety fairs, community events and public presentations to reach prospective members. OC CERT Program is developing multi-lingual team members and volunteers instructors in order to reach segments of the population that have faced barriers to accessing and completing the CERT Training.

b. Plans to utilize members in emergency situations.

CERT members are primarily organized within their neighborhoods and are trained to respond to the specific needs of their neighborhoods. They also have the opportunity to train in other areas of need such as localized community emergencies, post disaster supply distribution support and communications support.

c. How you will measure outcomes and indicators.

Growth of the program will be evaluated based on total number of team members participating in training and outreach events. This evaluation will include review of participants geographic locations in order to target areas of the county that may need specific outreach. We will also set a target number for new CERT members and review the number of overall participants at the end of the year. This will help us to develop new outreach strategies, as well

as provide indicators for training needed.

e. Any additional programmatic information specific to the program.

Orange County has a large number of theme parks, high rise hotels and resorts, colleges that brings in large numbers of multi-national visitors and tourist which support its economy. Volunteers are made aware and receive training in order to help both residents and visitors during and following a disaster. When a disaster strikes, it is understood that resources will need to be distributed as quickly and efficiently as possible to a variety of people, the CERT/Citizen Corps programs concept are welcome by the theme parks, high-rise hotels, resorts as a risk management incentive and may be used to minimize the impact to their customers.

d. How will you track and utilize volunteer hours?

Volunteers must register for each training and exercise event in SERTTrack before attending a training or exercise. These hours are tracked by the CERT Program Manager and provided to the OCOEM Finance Administrator.

f. Identify the emergency management and partner organizations, or the targeted population area whose emergency management needs will be directly benefited by this program.

Orange County Office of Emergency Management, Orange County Fire Rescue Department, Orange County Sheriff's Office and all of the residents of the City of Orlando and Orange County.

3. Please list any measures of productivity that will support how this investment will be successful at the conclusion of the period of performance.

The program seeks to encourage continued interaction with the team members throughout the county. The number of participants in each training, exercise and outreach activity will be tracked throughout the year and calculated for a year end report.

4. Please explain your plans to maintain your program/members if current funding should end.

Orange County Office of Emergency Management (OEM) will continue to provide coordination for recruitment and scheduling of Citizen Corps presentation and training courses for citizens through its General Fund. Other State and or Federal Grants, such as the Emergency Management

Preparedness and Assistance (EMPA) Grant or the Emergency Management Preparedness Grant (EMPG) may also be used to sustain or supplement the Citizen Corps Program in the future. OEM may also be forced to pursue other grant funds, foundations or funding streams if these funds were to end.

Cost Effectiveness

Cost Effectiveness (Maximum 10 points)

1. Does the applicant's program (e.g. CERT, Citizen Corp, etc.) plan to obtain, or currently receive "in-kind" local support, or other non-federal funding sources in order to extend or sustain outreach/training/volunteer capabilities?

Please respond yes or no

Yes

2. Please list in detail the source of cash or in-kind match and estimated dollar value in the section provided below. Also list the source and dollar amount from additional Homeland Security Grant Program grants (including other portions/subgrant agreements from USAI, SHSGP, MMRS, etc.)

In Kind/Match contributions will come from Orange County General Fund. Match includes the salary and benefits for the Program Coordinator (Estimated at \$32,000) that provides oversight for the Citizen Corps/CERT Activities, recruitment, management of a volunteer database mentoring teams, and transport of equipment and volunteer materials. Also, the CERT Coordinator is responsible for training CERT volunteers.

Proposed Budget

Proposed Budget (Maximum 30 points)

Proposed budgets must be completed using the CERT/Citizens Corps Proposed Budget Form. Budgets should include only those costs associated with allowable activities listed within the RFP. Each budget line item should be itemized and clearly defined. All amounts should be rounded to the nearest whole dollar (do not include cents). *Non-expendable equipment is not allowed under the training category. Examples of non-expendable equipment include the following: laptops, LCD projectors, video screens, etc. Non-expendable equipment should be entered in the Equipment category.

Proposed Budget Template

Budget

Please attached budget. Describe how budgeted costs relate to program narrative. Points will be deducted if program goals do not match budget.

Orange County_CERT FY23-24_Proposed Budget_2023-07-26_VER_1.xlsx

1. Proposed Budget Narrative

Summarize how your budget supports your project design and activities.

- 1.- Planning Cost: No cost allocated to this category
- 2.- Organizational Cost: Salaries and Benefits for the CERT/CCORPS Program Coordinator - MATCH from Orange County General Fund (\$10,000)
- 3.- Equipment Cost: Equipment will be used during training and exercise. CERT Kits will be distributed to volunteers upon completion of the CERT Basic Training Course. Total estimated for equipment \$9,500.00
 - Four in One Sparkproof Tool (100 units @ \$15.50 = \$1,550.00) - Equipment will be used during exercises and training classes.
 - CERT Field Operations Guide (200 units @ \$13.69 = \$2,738.00) - The CERT Field Operations Guide provides trained community emergency responders with easy-to-follow and accessible instructions to help local disaster recovery efforts.
 - CERT Participant Flash Drive English and Spanish (130 units @ \$10.13 = \$1,316.90) - Equipment will be used during training and exercises classes
 - Rite in the Rain 3x5 Notebook (201 units @ \$5.71 = \$1,147.71) - Equipment will be used during training and exercise. Notebook is 3x5 with top spiral to fit comfortably in the pocket and tough enough to survive any disaster or emergency.
 - Simulaids Deluxe Casualty Simulation Kit (1 unit @ \$1,080 = \$1,080.00) - Equipment will be used during training and exercise
 - Propac CERT Kit Pro 2 (25 units @ \$64.13 = \$1,667.39) - Equipment will be distributed to CERT volunteers upon completion of the CERT Basic Training Course.
4. Training Cost: No cost allocated to this category
5. Exercise Cost: No cost allocated to this category
6. Management and Administrative Cost: M&A Indirect Cost for Orange

County Comptroller's 5% of the total amount of the agreement (10,000 * 5% = \$500)

2. Key Activities

Please provide a description of quarterly milestones that will lead to the milestone event(s) over the FY 2023-2024 EMPG CERT/Citizen Corps period of performance. Start dates should reflect the start of the associated key activities and end dates should reflect when the milestone event will occur. Applicants should provide 5-10 but no more than 15 milestones for the period of performance.

A. FIRST QUARTER: From Oct 2, 2023 to December 31, 2023

- 1) Sign and execute the CERT/CCORPS contract agreement
- 2) Schedule the training classes for the year using the Integrated Preparedness Plan (IPP) for training and exercise
- 3) Submit quarterly report and match report

Total amount spent for this quarter \$0.00

B. SECOND QUARTER: From January 1, 2024 to March 31, 2024

- 4) Start the procurement to acquire all the equipment needed to support the training classes and exercises
- 5) Prepare outreach and educational materials
- 6) Get the equipment and process the invoices for payment
- 7) Start the CERT Basic Training Courses according to the IPP Plan
- 8) Submit quarterly report and match report

Total amount for this quarter \$9,500.00

C. THIRD QUARTER: From April 1, 2024 to June 30, 2024

- 9) Continue with the training classes
- 10) Submit quarterly report and match for expenditures that were not included on the second quarter

Total amount for this quarter: \$0.00

D. FOUR QUARTER: From July 1, 2024 to August 31, 2024

- 11) Submit M&A for Administrative Cost
- 12) Process payment for M&A
- 13) Submit quarterly report, match and closeout (FINAL)

Total amount for this quarter \$500.00

Community Integration

Community Integration (Maximum 15 points)

The CERT program is critical in the effort to engage everyone in the United States in making their communities safer, more prepared, and more resilient when incidents occur. Community-based preparedness planning allows us all to prepare for and respond to anticipated disruptions and potential hazards following a disaster. The Citizen Corps mission is to harness the power of every individual through education, training, and volunteer service to make communities safer, stronger, and better prepared to respond to the threats of terrorism, crime, public health issues, and disasters of all kinds.

1. Briefly describe how CERT/Citizen Corps training promotes partnership efforts between emergency services in your community and the people you serve.

The Orange County CERT team assists in outreach and training activities in conjunction with our community partners including law, fire, hospitals, schools and other community agencies. OC CERT members are also trained to assist with community outreach projects such as disaster preparedness training for residents of the county. CERT members appreciate the dangers the fire personnel and deputies face every day when they hear real world anecdotes. "Hand on Training" side by side with real world responders helps both groups appreciate the vulnerabilities in attempting to do what is right during an overwhelming disaster. Techniques for mitigating potential damages and loss of life from all hazards are demonstrated through videos, handouts, web links and power point presentations. Our CERT member routinely train with the Orange County Fire Department.

2. Briefly describe how your CERT/Citizen Corps program assists or will assist families, neighborhoods, and businesses with preparing, responding, and recovering from major disasters/incidents in a neighbor-helping-neighbor community spirit.

The Orange County CERT team constantly seeks to grow the sense of community in all of its activities by engaging residents of all background and abilities. OC CERT members are trained to seek out opportunities to ensure that all members of the community are prepared, trained and ready to assist their neighbors before, during and after disaster. OC CERT members are trained to recognize that they are their neighbors first responders until professional help arrives.

3. Please describe how the applicant's mission will be integrated into a strategy plan, either by adoption of the CERT/Citizen Corps mission or integration into the Community Emergency Management Plan.

The CERT mission reflects the Orange County Office of Emergency Management mission statement, in part stating "During any major disaster, the primary focus becomes responding to and recovering from the disaster situation by coordinating resources to assist residents, visitors, and businesses within Orange County". This is included in the Orange County CERT mission statement as part of the Orange County Emergency Response Team Plan. This program has already been adopted by the County.

4. Briefly describe the applicant's level of support for accepting this CERT/Citizen Corps Program as valid documentation of the role of CERT to partially meet education/training/auxiliary preparedness, response, and recovery mission role for Citizen Corps in the jurisdiction.

During Hurricane Ian, trained CERT teams were able to assist their communities before the impact of the storm. They also play a major part during the recovery phase assisting Orange County by going door to door. Without trained CERT Team members, particular response and recovery phases of a disaster may have a completely different outcome. Questions from citizens can be posed to the professional instructor so immediate answers or solutions can specifically meet a CERT community's requirement for the preparation response and recovery. Techniques for mitigation potential damages and loss of life from all hazards are demonstrated through film, handout, web links, and power point presentations. Discussions of how to prepare a family or business for any disaster includes the concept of replenishing the first aid kit whenever it is used.

If the applicant has a Florida Registered Citizen Corps Program within its community/jurisdiction, please complete the following information:

Name of CERT/Citizen Corps Program

Contact Person

Email

Phone Number

Please note N/A if not applicable

Orange County CCORPS/CERT Program

Jason McMillan/ Karina Zevallos

JasonMCMillan@ocfl.net/ Karina.Zevallos@ocfl.net

407-836-9051/ 407-836-9144

Submission

To the best of my knowledge, the data in this proposal is true and correct and the governing body of the applicant has duly authorized the enclosed documents. I understand that incomplete proposals or proposals submitted after the deadline may not be accepted or reviewed.

By signing below, the undersigned acknowledges having read and understood the disaster program guidelines and will be able to fully comply with the provisions of these guidelines as well as any and all additional applicable federal, state and local requirements, including procurement and financial management. Applicant also acknowledges that if a funding recommendation is made for less than the full amount applied for, additional documentation to include but not limited to a revised budget, scope of work and proposed accomplishments may be requested prior to final funding determinations.

Electronic Signature

Karina Zevallos

Application Submission Date

July 26, 2023

Note- Once the proposal is submitted you will receive an automated e-mail from Volunteer Florida with a copy of the submission and a tracking number. If no tracking number is received, the proposal was not submitted.

CERT/Citizens Corps Proposed Budget – Orange County CERT/Citizens Corps

Allowable Expenditures	Qty	Unit Costs	CERT / Citizen	Grantee Match	Total
1. Planning Costs (Allowable planning costs: planning activities, salaries and fringe benefits, supplies, travel and per diem related to planning activities)					
			\$ -		\$ -
			\$ -		\$ -
Subtotal Planning			\$ -	\$ -	\$ -
2. Organizational Costs (Allowable organization costs: salaries and fringe benefits, office supplies/materials, postage)					
			-		-
.Salaries and Benefits for Orange County CERT Project Coordinator - On Call (\$15.00 per hour)	158.059	\$ 15.00		2,370.89	2,370.89
			-		-
Subtotal Organization			-	2,370.89	2,370.89
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))					
			-		-
.Four in one sparkproof Tool - AEL #: 21GN-00-CCEQ	61	\$ 15.50	945.50		945.50
.Rite in the Rain 3x5 Notebook - AEL#: 21GN-00-CCEQ	90	\$ 5.9533	535.80		535.80
.Propac CERT Kit Pro 2 - AEL# 21GN-00-CCEQ	33	\$ 64.15	2,116.95		2,116.95
.Simulaid Deluxe Casualty Simulation Kit - AEL#21GN-00-CCEQ	1	\$ 1,151.75	1,151.75		1,151.75
			-		-
Subtotal Equipment			4,750.00	-	4,750.00
4. Training Costs (Allowable training costs: salaries and fringe benefits, develop, deliver training, workshops and conferences, workshops and conferences, certification/recertification of instructors, travel, supplies)					
			-		-
.Salaries and Benefits for Orange County CERT Volunteers (90 hrs @ \$29.41)	90	\$ 29.41		2,646.90	2,646.90
			-		-
Subtotal Training			-	2,646.90	2,646.90
5. Exercise Costs (Allowable exercise costs: salaries and fringe benefits, design, develop, conduct and evaluate an exercise in accordance with Homeland Security Exercise and Evaluation Program (HSEEP) standards, exercise planning workshop, travel, supplies)					
			-		-
			-		-
Subtotal Exercise			-	-	-
6. Allowable Management and Administration Costs - Up to 5% of total award (Allowable M&A costs: salaries and fringe benefits)					
			-		-
.Management and Indirect Cost for CERT Grant	1	\$ 250.00	250.00		250.00
***Orange County Indirect Cost 5% of the amount of the Grant (\$5,000*5%=\$250.00)			-		-
Subtotal M&A			250.00	-	250.00
Total					
			\$ 5,000.00	\$ 5,017.79	\$ 10,017.79
Total Budget			\$ 5,000.00	\$ 5,017.79	\$ 10,017.79
Signature of Applicant	<i>Karina Zevallos</i>				
Date of Application	10.20.2023				
VF Approval	<i>Tracie Lambright</i>				
Date of Budget Approval	10/20/2023				