



Legislation Text

File #: 24-1191, **Version:** 1

Interoffice Memorandum

DATE: July 24, 2024

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Daniel P. Banks, Deputy County Administrator

FROM: Anthony Rios, Deputy Fire Chief

CONTACT: Lauraleigh Avery, Division Chief

PHONE: 407-836-9151

DIVISION: Office of Emergency Management

ACTION REQUESTED:

Approval and execution of 1) Federally Funded Subaward and Grant Agreement for DR - 4734 - Hurricane Idalia Agreement No: Z3943 by the State of Florida Division of Emergency Management and Orange County; 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) Amendment No. 1 for Idalia Funding Agreement - DR4734. **(Office of Emergency Management)**

PROJECT: Federally Funded Subaward and Grant Agreement for DR-4734-Hurricane Idalia, Agreement No: Z3943

PURPOSE: This Federally Funded Subaward and Grant Agreement was originally approved by the Board on February 8, 2024; however, upon receiving the agreement for signature, the state recognized they had placed incorrect dates within the agreement. Due to the state's error, the original agreement was not executed. The dates have been corrected requiring the agreement to come back before the board for approval and execution.

The Federal Emergency Management Agency (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 funding from FEMA and then manages all subawards awarded to local eligible jurisdictions and agencies. On August 27, 2023, President Biden declared that a major disaster

existed in the State of Florida and ordered Federal aid to supplement state, tribal, and local recovery efforts in the areas affected by Hurricane Idalia. On August 29, 2023, such declaration was amended to include Orange County in the list of designated areas adversely affected by the storm. The subaward agreement with the State of Florida's Division of Emergency Management 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 damages resulting from Hurricane Idalia during the incident period that began on August 27, 2023 and ended on September 4, 2023.

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%). Orange County has been categorized under a Category B emergency protective zone for Hurricane Idalia. Category B activities are those that are carried out before, during, and after the incident. These activities include providing salaries and benefits to staff working during the hurricane, arranging transportation and pre-positioning equipment, resources, and supplies for response, providing medical care and transportation, and organizing evacuation and sheltering. There are six project claims under Category B in Orange County. These claims are Fire Rescue (\$16,000), Human Resources (\$46,000), Utilities (\$100,000), Public Works (\$30,000), Office of Emergency Management (\$27,758), and Health Services (\$28,505). The total estimated amount for all these claims is \$248,263. All funding for the subaward is contingent upon an annual appropriation by the legislature and the submission of sufficient documentation justifying each expenditure by the county.

BUDGET: N/A



OFFICE OF COMPTROLLER

**ORANGE
COUNTY
FLORIDA**

Phil Diamond, CPA
County Comptroller as
Clerk of the Board of County Commissioners
201 South Rosalind Avenue
Post Office Box 38
Orlando, FL 32802
Telephone: (407) 836-7300
Fax: (407) 836-5359

DATE: August 27, 2024

TO: Lauraleigh Avery, Division Chief
Office of Emergency Management Division, BCC

FROM: David Rooney, Manager *MF for DR*
Comptroller Clerk of BCC

SUBJECT: Request for Execution of Document, Fire Rescue Department Consent
Item 2, Legislative File 24-1191, August 27, 2024

Enclosed is the Federally Funded Subaward and Grant Agreement for DR – 4734 – Hurricane Idalia Agreement Number: Z3943 (1 original) which was approved by the Board of County Commissioners (BCC) at its regular meeting held on August 27, 2024.

Please forward the document to all required parties for signature.

Email copies of the fully-executed documents to ClerkofBCC@occompt.com and copy jennifer.mcgill@ocfl.net. Note: ClerkofBCC@occompt.com is **used only for County staff submission of pending documents.**

Please include in cover memo or subject line identification of the document by name, agenda item number, and date of BCC approval. Emailed copies must be in full-size PDF format. The document will be processed and filed for the record upon receipt.

If you are unable to return a copy of the fully-executed document before September 27, 2024, notify Jennifer Lara-Klimetz by email of the reason for the delay prior to that date.

If you have any questions, please do not hesitate to call.

dr:mf

Enclosure (1)

dl: Anthony Rios, Deputy Fire Chief, Fire Rescue Department, BCC [email]
Daniel P. Banks, Deputy County Administrator, BCC [email]
Jim Fitzgerald, Deputy Director, Fire Rescue Services, BCC [email]
Donna Easton, Executive Assistant, Fire Rescue Services, BCC [email]
Pending File

BCC Mtg. Date: August 27, 2024

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for DR - 4734 - Hurricane Idalia

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

Subrecipient's name:	<u>Orange County</u>
Subrecipient's unique entity identifier:	<u>ZAMZMX9ZHCM9</u>
Federal Award Date:	<u>09/01/2023</u>
Subaward Period of Performance Start and End Date (Cat A-B):	<u>08/27/2023 - 2/29/2024</u>
Subaward Period of Performance Start and End Date (Cat C-G):	<u>08/27/2023 - 2/28/2025</u>
Amount of Federal Funds Obligated by this Agreement:	<u>N/A</u>
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):	<u>Grant for communities to respond to and recover from major disasters or emergencies and for limited mitigation measures.</u>
Name of Federal awarding agency:	<u>Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)</u>
Name of pass-through entity:	<u>Florida Division of Emergency Management (FDEM)</u>
Contact information for the pass-through entity:	<u>2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100</u>
Assistance Listing Number (Formerly CFDA Number):	<u>97.036</u>
<u>Assistance Listing Program Title (Formerly CFDA program Title):</u>	Disaster Grants - Public Assistance (Presidentially Declared Disasters)

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 Mr. Stephane Malet
Title Grant Program Manager
Bureau of Recovery
Address: Florida Division of Emergency
 Management 2555 Shumard Oak Blvd.
 Tallahassee, FL 32399-2100
Telephone: (850) 815-4469
Email: Stephane.Malet@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 Armory 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 - 4734 - Hurricane Idalia. 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*
(Signature)
Name: *for* Jerry L. Demings
Title: Orange County Mayor
Date: August 27, 2024



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Governor's Authorized Representative
Date: _____

AUG 27 2024

Attachment A

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

The 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: Bryan W. Brooks
Signature

for Jerry L. Demings, Orange County Mayor
Name and Title

201 South Rosalind Avenue
Street Address

Orlando, FL, 32801
City, State, Zip

27 August 2024
Date

Orange County
Subrecipient's Name

Z3943
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.

AUG 27 2024

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

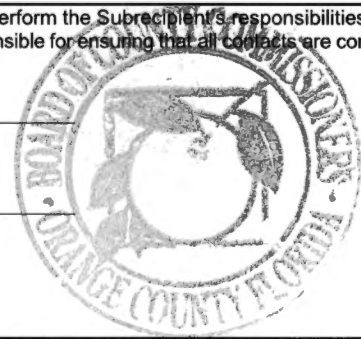
Subrecipient: Orange County

Box 1: Authorized Agent (Full Access)		Box 2: Primary Contact (Full Access)	
Name	Byron W. Brooks	Name	Lauraleigh A. Avery
Signature	<i>Byron W. Brooks</i>	Signature	<i>Lauraleigh A. Avery</i>
Organization / Official Position	Orange County Administrator	Organization / Official Position	Orange County Office of Emergency Management Manager
Mailing Address	201 S. Rosalind Ave	Mailing Address	6590 Amory Ct
City, State, Zip	Orlando, FL 32801	City, State, Zip	Winter Park, FL 32792
Daytime Telephone	407-936-9140	Daytime Telephone	407-836-7592
E-mail Address	Brooks.Byron@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	Justen Augustine	Name	
Signature	<i>Justen Augustine</i>	Signature	
Organization / Official Position	Program 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	Justen.Augustine@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.

Byron W. Brooks
Subrecipient Authorized Representative Signature

27 August 2024
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

**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, _____, 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.

Brynn B. B...
Signature of Subrecipient/contractor's Authorized Official

Jerry L. Demings, Orange County Mayor
Name and Title of Subrecipient/contractor's Authorized Official

27 August 2024
Date





OFFICE OF COMPTROLLER

**ORANGE
COUNTY
FLORIDA**

Phil Diamond, CPA
County Comptroller as
Clerk of the Board of County Commissioners
201 South Rosalind Avenue
Post Office Box 38
Orlando, FL 32802
Telephone: (407) 836-7300
Fax: (407) 836-5359

DATE: August 27, 2024

TO: Lauraleigh Avery, Division Chief
Office of Emergency Management Division, BCC

FROM: David Rooney, Manager *MF for DR*
Comptroller Clerk of BCC

SUBJECT: Request for Execution of Document, Fire Rescue Department Consent
Item 2, Legislative File 24-1191, August 27, 2024

Enclosed is the Amendment No. 1 for Idalia Funding Agreement – DR4734 Agreement Number: Z3943 (1 original) which was approved by the Board of County Commissioners (BCC) at its regular meeting held on August 27, 2024.

Please forward the document to all required parties for signature.

Email copies of the fully-executed documents to ClerkofBCC@occompt.com and copy jennifer.mcgill@ocfl.net. Note: ClerkofBCC@occompt.com is **used only for County staff submission of pending documents.**

Please include in cover memo or subject line identification of the document by name, agenda item number, and date of BCC approval. Emailed copies must be in full-size PDF format. The document will be processed and filed for the record upon receipt.

If you are unable to return a copy of the fully-executed document before September 27, 2024, notify Jennifer Lara-Klimetz by email of the reason for the delay prior to that date.

If you have any questions, please do not hesitate to call.

dr:mf

Enclosure (1)

dl: Anthony Rios, Deputy Fire Chief, Fire Rescue Department, BCC [email]
Daniel P. Banks, Deputy County Administrator, BCC [email]
Jim Fitzgerald, Deputy Director, Fire Rescue Services, BCC [email]
Donna Easton, Executive Assistant, Fire Rescue Services, BCC [email]
Pending File

AMENDMENT NO. 1 FOR IDALIA FUNDING AGREEMENT – DR4734

THIS AMENDMENT is made as of June 24, 2024, between the State of Florida, Division of Emergency Management (FDEM), with its headquarters in Tallahassee, Leon County, Florida, and Orange County.

WHEREAS, a federally funded subaward and grant agreement for DR - 4734 - Hurricane Idalia was executed between the Florida Division of Emergency Management (FDEM) and Orange County on March 4, 2024;

WHEREAS, said agreement erroneously included the below Period of Performance for Cat A-B;

Subaward Period of Performance Start and End Date (Cat A-B):

08/31/2023 - 2/29/2024

WHEREAS, the correct Period of Performance Start Date for Cat A-B is 08/27/2023;

WHEREAS, said agreement erroneously included the below Period of Performance for Cat C-G;

Subaward Period of Performance Start and End Date (Cat C-G):

08/31/2023 - 2/28/2025

WHEREAS, the correct Period of Performance Start Date for Cat C-G is 08/27/2023;

NOW THEREFORE, the State of Florida, Division of Emergency Management and Orange County agree to the following retroactive amendments to agreement Z3943:

Subaward Period of Performance Start and End Date (Cat A-B): 08/27/2023 - 2/29/2024

Subaward Period of Performance Start and End Date (Cat C-G): 08/27/2023 - 2/28/2025

IN WITNESS WHEREOF, the State of Florida, Division of Emergency Management and Orange County have executed this Amendment as of the date referenced above.

SUBRECIPIENT: _____

By: *Jerry L. Demings*

Name: *Jerry L. Demings*

Title: Orange County Mayor

Date: August 27, 2024



STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Governor's Authorized Representative

Date: _____



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

Senior Assistant County Attorneys
Katherine W. Latorre
Elaine M. Asad

Assistant County Attorneys
Roberta Alfonso
David Berman
Cristina T. Berrios
Linda Brehmer-Lanosa
Joy Carmichael
Whitney E. Evers
Georgiana Holmes
Aleas Koos
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
Gall 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.