



**FIRE RESCUE DEPARTMENT**

**OTTO DROZD, III**

*Fire Chief, EFO, CFO*

6590 Amory Court

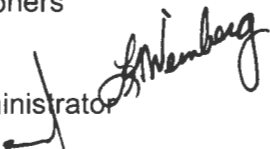
Winter Park FL 32792


407-836-9112 • FAX 407-836-9106

Otto.Drozdz@ocfl.net

**DATE:** October 23, 2018

**TO:** Mayor Teresa Jacobs  
-AND-  
Board of County Commissioners

**THROUGH:** Linda Weinberg  
Interim Deputy County Administrator 

**FROM:** Otto Drozd, III, Fire Chief  
Fire Rescue Department 

**CONTACT PERSON:** **Keith Kotch, Acting Manager, OEM**  
**PHONE NUMBER: 407-836-9151**

**SUBJECT:** November 13, 2018 - Consent Agenda Item  
Community Emergency Response Team (CERT)  
Contract Agreement

The State of Florida Division of Emergency Management through Volunteer Florida, serving as the administrative agency, has awarded Orange County funds in the amount of \$5,000. The grant period is from October 1, 2018 through May 31, 2019.

This grant will permit Orange County's CERT program to conduct planning, training, exercises, and purchase equipment to assist communities in achieving comprehensive community preparedness, which is critical to Orange County.

Acceptance of these funds requires a dollar-for-dollar or in-kind match.

**ACTION REQUESTED:** Approval and execution of Volunteer Florida CERT Contract Agreement 2018-2019 by and between the Florida Commission on Community Service, doing business as Volunteer Florida, and Orange County in the amount of \$5,000. These funds will require a dollar-for-dollar or in-kind match.

OD/atk

Attachments

C: Ajit Lalchandani, County Administrator



volunteerflorida

**Volunteer Florida  
CERT Contract Agreement  
2018-2019**

Sub-Recipient: Orange County Emergency Management

Sub-Recipient DUNS: 64797251

Project Title: CERT

FY 2019 Grant Period: October 1, 2018 – May 31, 2019

CFDA Number: 97.042

Contract Total: \$5000

POC: Keith Kotch  
Address: 6590 Amory Court  
City, State, ZIP: Orlando FL 32801  
Work Phone:  
E-Mail: keith.kotch@ocfl.net

This contract agreement is hereby made and entered into as of this October 1, 2018 (the "Effective Date"), by and between the Florida Commission on Community Service, doing business as Volunteer Florida (the "Commission"), having its principle place of business at 3800 Esplanade Way, Suite 180, Tallahassee, FL 32311, and Orange County Emergency Management, an entity organized under the laws of the State of Florida with its principal place of business located at 6590 Amory Court Orlando (the "Provider") (collectively, the "Parties") and referred to herein as the "Contract Agreement."

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

In consideration of the contracted services by the Commission and of the advantages and benefits received by the Provider 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 will be a cost reimbursement contract. Reimbursement for the contracted services will be contingent upon the documented allowable expenditures for the specified contract period. The Volunteer Florida performance and obligation to pay for services rendered under this contract is contingent upon available funding from FEMA and the State of Florida.

- II. **PAYMENT OF FUNDS.** The Award Letter must be signed by the Official Authorized to Sign in the space below and the original returned to Volunteer Florida before execution of your contract. The sub-recipient should not expend any funds until a fully executed contract has been received from Volunteer Florida. Contract funds will be disbursed to sub-recipients (according to approved project budget) upon receipt of evidence of expenditures and receipts of deliverables delivered according to the terms and conditions of the contract.
- III. **CONTRACT AMENDMENTS.** All amendments to the contract must be in writing and utilize the format provided herein and incorporated by reference. Further, any such amendments must be executed by authorized representatives of Volunteer Florida and the Sub-recipient.
- IV. **DEPLOYABLE CAPABILITIES.** All assets and capabilities achieved or sustained with EMPG contract funds are deployable and shareable at the direction of Volunteer Florida, with cost potentially reimbursable in conformance with Emergency Management Assistance Compact (EMAC) or other Statewide Mutual Aid/Assistance (SMAA) agreements. Assets should be available to utilize in multiple jurisdictions, regions, and the Nation; any asset that is physically mobile can be used anywhere in the United States and territories via EMAC or other mutual aid/assistance agreements.
- V. **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:
    - i. Attachment A – Program Budget
    - ii. Attachment B – Scope of Work / Deliverables
    - iii. Attachment C – Allowable Cost and Eligible Activities
    - iv. Attachment D – Reports
    - v. Attachment E – Reporting Forms
    - vi. Attachment F – Program Statutes and Regulations
    - vii. Attachment G – Certification Regarding Debarment
    - viii. Attachment H – Criminal History Check Status Form
- VI. **PAYMENTS.**
- A. Invoices shall be submitted quarterly and shall include the supporting documentation for all costs of the project or services as well as compliance with the deliverables. **The final Invoice shall be submitted no later than thirty (30) days after the expiration date of the contract.**
  - B. If the necessary funds are not available to fund this contract as a result of action by the United States Congress, the federal Office of Management and Budgeting, or the State Chief Financial Officer, all obligations on the part of Volunteer Florida to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report no later than thirty days of receiving notice from Volunteer Florida.
- VII. **MANDATED CONDITIONS.**
- A. The validity of this Contract is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Contract, in any later submission or response to a Volunteer Florida request, or in any submission or response to fulfill the requirements of this Contract. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of Volunteer Florida and no later

- than thirty days written notice to the Sub-Recipient, cause the termination of this Contract and the release of Volunteer Florida from all its obligations to the Sub-Recipient.
- B. This Contract shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Contract shall be in the Circuit Court of Leon County. If any provision of this Contract is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Contract.
  - C. Any power of approval or disapproval granted to Volunteer Florida under the terms of this Contract shall survive the term of this Contract.
  - D. Any Sub-Recipient 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 proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and,
    - iv. Have not within a five-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.
  - E. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Contract
  - F. **In addition, the Sub-Recipient shall send to Volunteer Florida (by email or by facsimile transmission) the completed attachment titled: "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" for each intended subcontractor which Sub-Recipient plans to fund under this Contract.**
  - G. Volunteer Florida reserves the right to unilaterally cancel this Contract if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Contract. Volunteer Florida shall be permitted to inspect and monitor the records and facilities of funded projects and award recipients. Such inspections may occur without notice at any reasonable time, which shall be presumed to be normal business hours.
  - H. Volunteer Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. Volunteer Florida shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Contract by Volunteer Florida.
  - I. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Contract must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

VIII. **LEGAL AUTHORIZATION.**

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

I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the 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 that once the contract has been sent to sub-recipient, the contract will be executed by December 31, 2018. 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.

**SUB-RECIPIENT merge:**

By: *Teresa Jacobs*  
Name and title: Teresa Jacobs, Orange County Mayor  
Project Title: FACERT FY2018-2019  
Sub-Recipient: Orange County Emergency Management  
Date: 11.13.18  
FID# 64797251



**VOLUNTEER FLORIDA**

By: *David R. Mica, Jr.*  
Name and Title: David R. Mica, Jr., Chief Executive Officer  
Date: 12/10/18

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 27<sup>th</sup> 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.



**IX. POINT OF CONTACT INFORMATION.**

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

Christy Rojas, CERT Program Manager  
3800 Esplanade Way  
Suite 180  
Tallahassee, FL 32311  
(850) 414-7400  
[Christy@VolunteerFlorida.org](mailto:Christy@VolunteerFlorida.org)

Or

Ken Skalizky, Emergency Management Director  
3800 Esplanade Way  
Suite 180  
Tallahassee, FL 32311  
(850) 414-7400  
[Ken@VolunteerFlorida.org](mailto:Ken@VolunteerFlorida.org)

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

Name: Orange County Office of Emergency Management  
Address: 6590 Amory Court  
City, State ZIP: Winter Park, FL 32792  
POC Work Phone #: 407-836-9140  
Email Address: [ocoem@ocfl.net](mailto:ocoem@ocfl.net)

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

Name: Keith Kotch, Acting Manager / Karina Zevallos, Sr. Fiscal Coordinator  
Address: 6590 Amory Court  
City, State ZIP: Winter Park, FL 32792  
POC Work Phone #: 407-836-9151 / 407-836-9144  
Email Address: [keith.kotch@ocfl.net](mailto:keith.kotch@ocfl.net) / [karina.zevallos@ocfl.net](mailto:karina.zevallos@ocfl.net)

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

All Terms and Conditions Included. This Sub-recipient 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 Emergency Management Performance Grant is intended for use by the SubRecipient to perform eligible activities as identified in Notice of Funding Opportunity (NOFO), Fiscal Year 2016 EMPG, Appendix B – FY 2016 EMPG Funding Guidelines  
[http://www.fema.gov/media-library-data/1464196875293-190ed88e1b63940c87121a3f0b97b8a5/EMPG\\_Multi\\_Year\\_Program\\_Guidance\\_Final.pdf](http://www.fema.gov/media-library-data/1464196875293-190ed88e1b63940c87121a3f0b97b8a5/EMPG_Multi_Year_Program_Guidance_Final.pdf)  
 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.

Grant	Sub-Recipient Agency	Category	Amount Allocated
FY 2019 – Emergency Management Performance Grants - CERT	Orange County	Training	\$ 2,700.00
		Exercise	\$500.00
		Equipment	\$1,500.00
		Management and Administration Costs (M&A), the dollar amount cannot exceed 5% of the total award amount.	\$300.00
Total Award		\$5,000.00	

**Attachment B**  
**SCOPE OF WORK / DELIVERABLES**

<b>Quarterly Period Milestone</b>	<b>Project Timeline or Deliverable Description</b>	<b>Start Date (mm/dd/yyyy)</b>	<b>End Date (mm/dd/yyyy)</b>	<b>Estimated Costs</b>
<b>1<sup>st</sup> Quarter</b>	1. Sign and Execute State contractual agreement while scheduling classes.	10/01/2018	12/31/2018	\$0.00
	2. Prepare for training classes and start planning meetings for CERT exercise; identify and purchase supplies for exercises.	10/01/2018	12/31/2018	\$500.00
<b>2<sup>nd</sup> Quarter</b>	3. Submit 1 <sup>st</sup> Quarterly Report	01/01/2019	01/15/2019	\$0.00
	4. Submit Purchase Orders to acquire equipment for CERT exercise.	01/01/2019	03/30/2019	\$1,500.00
	5. Register for Governor's Hurricane Conference.	02/01/2019	03/30/2019	\$600.00
	6. Conduct CERT Exercises	01/01/2019	03/30/2019	\$0.00
	7. Submit Quarterly Report	04/01/2019	04/15/2019	\$0.00
<b>3<sup>rd</sup> Quarter</b>	8. Attend Annual Governor's Hurricane Conference	05/01/2019	05/30/2019	\$2,100.00
	9. Submit M&A for Indirect Cost	04/01/2019	05/30/2019	\$300.00
	10. Submit Quarterly Report and Closeout.	06/01/2019	06/30/2019	\$0.00
<b>TOTAL</b>				<b>\$5,000.00</b>

**Attachment C**  
**ALLOWABLE COST AND ELIGIBLE ACTIVITIES**

**I. CATEGORIES AND ELIGIBLE ACTIVITIES**

The 2016 EMPG Funding Guidance allowable costs are divided into the following categories: **training, exercise, and equipment.**

**A. Training**

EMPG Program 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 activities should align to a current, Multi-Year TEP developed through an annual TEPW.

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.

EMPG Program funds used for training should support the nationwide implementation of NIMS. The NIMS Training Program establishes a national curriculum for NIMS and provides information on NIMS courses; Sub-Recipients are encouraged to place emphasis on the core competencies as defined in the NIMS Training Program. The NIMS Training Program can be found at <http://www.fema.gov/training-0>.

For additional information on review and approval requirements for training courses funded with preparedness grants please refer to the following policy:

[http://www.fema.gov/media-library-data/1115d44e06367bb89510aafbe79c1875/FINAL\\_GPD+Training+Three+for+Free+Policy\\_09+10+13.pdf](http://www.fema.gov/media-library-data/1115d44e06367bb89510aafbe79c1875/FINAL_GPD+Training+Three+for+Free+Policy_09+10+13.pdf)

i. Additional types of training or training related activities include, but are not limited to, the following:

- a. Developing/enhancing systems to monitor training programs
- b. Conducting all hazards emergency management training
- c. Attending Emergency Management Institute (EMI) training or delivering EMI train-the-trainer courses
- d. Attending other FEMA-approved emergency management training
- e. State-approved, locally-sponsored CERT training
- f. Mass evacuation training at local, state, and tribal levels
- g. Training focus areas for Citizen Corps and CERT for FY2019 are:
  - a. Damage Assessment
  - b. Shelters
  - c. Disaster Survivor Assistance
  - d. Emergency Operation Center Training

Allowable training-related costs include the following:

- h. **Funds Used to Develop, Deliver, and Evaluate Training.** This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the Multi-year TEP and addressed in the training cycle. Sub-recipients are encouraged to use existing training rather than developing new courses. When developing new courses Sub-recipients are encouraged to apply the

Analysis Design Development and Implementation Evaluation (ADDIE) model for instruction design.

- i. **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- j. **Travel.** Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- k. **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable.
- l. **Certification/Recertification of Instructors.** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

**B. Exercises**

All EMPG-funded personnel are REQUIRED to participate in no less than three exercises in a 12 month period.

- i. **Allowable exercise-related costs include:**
  - a. **Funds Used to Design, Develop, Conduct and Evaluate an Exercise.** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Sub-Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle
  - b. **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
  - c. **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.

- d. **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment).
- e. **Implementation Homeland Security Exercise and Evaluation Program (HSEEP).** This refers to costs related to developing and maintaining an exercise program consistent with HSEEP.
- f. **Food and beverages.** Food and beverages may be purchased for CERT/Citizen Corp programs only if the following request is sent to Volunteer Florida for processing through the Division of Emergency Management to Department of Financial Services. The request must be made to the Division 25 days prior to the event and must include the following:
  - Exercise/Event Title
  - Exercise/Event Date
  - Estimated Number of Participants that will be fed
  - Brief Description of exercise/event
  - Copy of Exercise/Event Schedule
- g. **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. Sub-Recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. 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.
- ii. **Unauthorized exercise-related costs include:**
  - a. Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage.
  - b. Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs)
  - c. Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct

### C. Equipment

- i. 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. Allowable equipment includes equipment from the following AEL categories:
  - a. Personal Protective Equipment (PPE) (Category 1)
  - b. Information Technology (Category 4)
  - c. Cybersecurity Enhancement Equipment (Category 5)
  - d. Interoperable Communications Equipment (Category 6)
  - e. Detection Equipment (Category 7)
  - f. Power Equipment (Category 10)
  - g. Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) (Category 11)
  - h. CBRNE Incident Response Vehicles (Category 12)

- i. Physical Security Enhancement Equipment (Category 14)
- j. CBRNE Logistical Support Equipment (Category 19)
- k. Other Authorized Equipment (Category 21)

If Sub-Recipients have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their CERT Program Manager for clarification.

## II. **MAINTENANCE AND SUSTAINMENT**

- A. The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active grant awards, unless otherwise noted.

EMPG Program grant funds are intended to support the Goal and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide Sub-Recipients the ability to meet this objective, the policy set forth in GPD's IB 379 (<http://www.fema.gov/grant-programs-directorate-information-bulletins>) (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs, which must be in: (1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the Goal, and (4) shareable through the EMAC. Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant funding or any other source of funding other than DHS/FEMA preparedness grant program dollars. Additional guidance is provided in FEMA Policy FP 205-402-125-1, *Maintenance Contracts and Warranty Coverage Funded by Preparedness Grants*, located at: <http://www.fema.gov/media-library/assets/documents/32474>.

### B. **Unallowable Costs**

- i. Prohibited Equipment: Grant funds may not be used for the purchase of Prohibited Equipment. Refer to Information Bulletin 407 *Use of Grant Funds for Controlled Equipment* for the complete *Prohibited Equipment List*. For additional information on Prohibited Equipment see Executive Order (EO) 13688 Federal Support for Local Law Enforcement Equipment Acquisition (<https://www.gpo.gov/fdsys/pkg/DCPD-201500033/pdf/DCPD-201500033.pdf>), and the Recommendations Pursuant to Executive Order 13688([https://www.whitehouse.gov/sites/default/files/docs/le\\_equipment\\_wg\\_final\\_report\\_final.pdf](https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf)).
- a. Expenditures for weapons systems and ammunition
- b. Costs to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities
- c. Expenditures for weapons systems and ammunition
- d. Activities and projects unrelated to the completion and implementation of the EMPG Program

In general, Sub-Recipients should consult with their CERT Program Manager prior to making any investment that does not clearly meet the allowable expense criteria established in this Guidance.

## Attachment D REPORTS

Sub-Recipient shall provide Volunteer Florida with a quarterly financial report, and a final close-out report. Reporting Forms are located in attachment titled: Reporting Forms and can be found at [www.VolunteerFlorida.org/CERT](http://www.VolunteerFlorida.org/CERT)

- I. Quarterly 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 final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30. **Sub-recipients shall expend and request reimbursement for: 50% of the sub-grant agreement funds no later than March 31; and 100% of the sub-grant agreement funds no later than May 31.** No later than June 30, 2019, the Sub-Recipient shall provide an annual report outlining activities and accomplishments of the CC and CERT program.  
**The Sub-Recipient shall provide Volunteer Florida with full support documentation for the quarterly financial reports. To eliminate large files and mailings, Volunteer Florida will accept documentation via email to the VF CERT Program Manager, if desired by the Sub-Recipient.** Copies of invoices/receipts and canceled checks or general ledger for proof of payment. *(Backup Documentation should reflect the amount requested on the Expenses Detail of Claims form.)*
  - A. **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.
  - C. **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). May also request any training materials provided.
  - D. **Equipment Acquisition Costs:** AEL# for each purchase (if applicable).
  - E. For travel and conferences related to EMPG activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that: The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and participation of the individual in the travel is necessary to the Federal award.
  - F. If cancelled checks are NOT available, copies of the general ledger MUST be provided.
- II. Proposed Match Plan is due with the signed contract and will be used to compare with the match portion of your close out report. If your proposed match plan changes an update should be provided. Federal funds provided under this Contract shall be matched by the Sub-Recipient either by Cash Match or In-Kind Match.
- III. The final Close Out report is due no later than thirty (30) days after termination of this Contract. Federal funds provided under this contract shall be matched by the Sub-Recipient either by Cash Match or In-Kind Match from non-federal funds. Appropriate back-up/supporting documentation needs to be provided (i.e. general ledger with highlighted matching non-federal funds).



## **Attachment E**

### **REPORTING FORMS**

E – a	Invoice Worksheet	page 15
E – b	Program Quarterly Report	page 16
E – c	Receipt Justification Form	page 17



Program Title: \_\_\_\_\_

add more sheets as necessary

Quarterly Report

		Cumulative									
		#	P	#	P	#	P	#	P	#	P
		Organizational Activities	Planning Activities	Training Activities	Organizational Activities	Planning Activities	Training Activities	Organizational Activities	Planning Activities	Training Activities	Organizational Activities
Reporting Period	Start										
	End										
Training Held and Other (describe)	IS-317										
	G428 CERT T-t-T										
	CERT										
Outreach Activities (describe)											
Exercise Activities (describe)											
Conference (describe)											
Materials Distributed											
Equipment											
Management & Admin (please describe)											
Sub-Contracts											
Quarterly Program Summary											
Additional Comments/notes											



<b>SUB-RECIPIENT (Grantee):</b>				
<b>PROGRAM:</b>	<input type="checkbox"/> CERT	<input type="checkbox"/> Citizen Corps		
<b>INVOICE DATES:</b>		<b>TO</b>		
<b>PROGRAM YEAR:</b>	October 1, 2018 - May 31, 2019			
<b>CURRENT QUARTERLY EXPENSES</b>				
	<b>CERT/Citizen Corps Grant</b>	<b>Program Match Cash</b>	<b>Program Match In-Kind</b>	<b>Total</b>
<b>SECTION I: Program Operating Costs</b>				
<b>A. Training</b>				
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>B. Subtotal Training Expenses</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>B. Exercise</b>				
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>C. Subtotal Exercise Expenses</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>C. Equipment</b>				
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>D. Subtotal Equipment Expenses</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL CURRENT INVOICE EXPENDITURES</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>QUARTER 1 TOTAL EXPENDITURES</b>				
<b>QUARTER 2 TOTAL EXPENDITURES</b>				
<b>QUARTER 3 TOTAL EXPENDITURES</b>				
<b>QUARTER 4 TOTAL EXPENDITURES</b>				
<b>CUMULATIVE EXPENDITURES</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>AWARD AMOUNT (insert your grant amount)</b>	\$5,000.00			
<b>Balance Available</b>	\$5,000.00			
<b>APPROVED BY (must be typed or signed by program):</b>				
<b>Date submitted to Volunteer Florida:</b>				



### Receipt Justification Form

This form must be filled out for each receipt you are submitting for reimbursement

Order of submission (required for each receipt submitted):

- Receipt justification form
- Copy of receipt
- Payment backup

Please submit all documentation in the same order as it appears on your financial report. Each purchase must appear on its own line. Failure to properly fill out and submit documentation can result in nonpayment.

#### Grantee Information

Date of purchase:	Grantee Name:
-------------------	---------------

#### Vendor Information

Name:
Type of Receipt (physical, online, p.c. etc.):
Additional Info:

#### Description of Purchase

Qty	Item	Unit Price	Sub-Total	Notes

#### Purpose of Purchase and Description of Use:

--

PLEASE MAKE SURE ALL OF THE FOLLOWING IS INCLUDED:

- |   |   |
|---|---|
| <input type="checkbox"/> Receipt        | <input type="checkbox"/> Agenda         |
| <input type="checkbox"/> Payment backup | <input type="checkbox"/> Sign in Sheets |
|   | <input type="checkbox"/> Certificates   |

If you have any questions or need any assistance; please contact Christy Rojas:

[Christy@volunteerflorida.org](mailto:Christy@volunteerflorida.org)

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

**Attachment G  
Certification Regarding**

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

**Subcontractor Covered Transactions**

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

**SUBCONTRACTOR:**

N/A

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

Orange County Office of Emergency Management

Sub-Recipient's

Name

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

6590 Amory Court, Winter Park, FL 32792

Street Address

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

## **Attachment H**

### **Criminal History Check Status Form**

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

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

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

**Florida Department of Law Enforcement Criminal History Information:**

<https://web.fdle.state.fl.us/search/app/default?0>, or

<https://web.fdle.state.fl.us/search/app/memorandum?4>

<b>Lead Organization:</b>	
<b>Program Name:</b>	
<b>Program Start Date:</b>	

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

_____	_____	_____
Signature	Organization	Date