

STATE-FUNDED GRANT AGREEMENT
EMERGENCY MANAGEMENT ACCREDITATION PROGRAM REIMBURSEMENT AGREEMENT

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. FDEM has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. FDEM has statutory authority to disburse the funds under this Agreement.

THEREFORE, FDEM and the Recipient agree to the following:

(1) LAWS, RULES, REGULATION, AND POLICIES

- a. As required by section 215.971(1), Florida Statutes, this Agreement includes:
 - i. A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.
 - ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the FDEM before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
 - iii. A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the agreement.
 - iv. A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
 - v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to FDEM.
 - vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to FDEM.
- b. In addition to the foregoing, the Recipient and FDEM shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. 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.

(2) CONTACT

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

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

payment.

b. FDEM's Grant Manager for this Agreement is:

Nikitha Rajshekar
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-759-8566
Email: Nikitha.Rajshekar@em.myflorida.com

c. The name and address of the representative of the Recipient responsible for the administration of this Agreement is:

Name: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Email: _____

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.

(3) TERMS AND CONDITIONS

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

(4) EXECUTION

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

(5) 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.

(6) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(7) PERIOD OF AGREEMENT

This Agreement **shall begin July 1, 2025 and shall end on June 30, 2026**, unless terminated earlier in accordance with the provisions of Paragraph (16) TERMINATION. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

(8) FUNDING

a. This is a cost reimbursement Agreement, subject to the availability of funds.
b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. FDEM will pay the Recipient only for the successful completion of each deliverable. The maximum payment amount for each deliverable is outlined the Budget and Scope of Work in Attachment A of this Agreement. The maximum payment amount for the entirety of this Agreement is **\$45,280.00**.

d. FDEM will review any request for payment by comparing the documentation provided by the Recipient against a performance measure, outlined in Attachment A, which clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

e. FDEM'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 period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.

f. For the purposes of this Agreement, the term “improper payment” means or includes:

- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
- ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

g. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher.

(9) RECORDS

a. As a condition of receiving state financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, FDEM, 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 Recipient 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 Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

c. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three (3) basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Recipient based upon the funds provided under this Agreement, the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a

private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

e. The Recipient shall maintain all records for the Recipient 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 Budget and Scope of Work in Attachment A and all other applicable laws and regulations.

If the subcontractor has any questions regarding the application of Chapter 119, Florida Statutes, to the subcontractor's duty to provide public records relating to this contract, contact the Custodian of Public Records at:

(850) 815-4156

Records@em.myflorida.com

2555 Shumard Oak Boulevard, Tallahassee, FL 32399

(10) AUDITS

a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

b. When conducting an audit of the Recipient's performance under this Agreement, FDEM shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to FDEM of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after FDEM has notified the Recipient of such non-compliance.

d. The Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audits must be received by FDEM no later than nine (9) months from the end of the Recipient's fiscal year.

e. The Recipient shall send copies of reporting packages required under this Paragraph directly to each of the following:

i. Florida Division of Emergency Management

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

ii. The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(11) REPORTS

a. The Recipient shall provide FDEM with Quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all Sub-Recipients and subcontractors in completing the work described in the Budget and Scope of Work, in addition to any other information requested by FDEM.

b. Quarterly reports are due to FDEM no later than thirty (30) days after the end of each quarter of the program year and shall be sent each quarter until submission of the close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30.

c. The close-out report is due thirty (30) days after termination of this Agreement or thirty (30) days after completion of the activities contained in this Agreement, whichever occurs first.

d. If all required reports and copies are not sent to FDEM or are not completed in a manner acceptable to FDEM, FDEM may withhold further payments until they are completed or may take other action as stated in Paragraph (15) REMEDIES. "Acceptable to FDEM" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Recipient shall provide additional program updates or information that may be required by FDEM.

f. The Recipient shall provide additional reports and information identified in Attachment G.

(12) MONITORING

a. The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Budget and Scope of Work is being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in the Budget and Scope of Work in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits conducted in accordance with Paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by FDEM staff, limited scope audits, or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by FDEM. In the event that FDEM determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional

instructions provided by FDEM to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, FDEM will monitor the performance and financial management by the Recipient throughout the period of agreement to ensure timely completion of all tasks.

(13) LIABILITY

a. Unless Recipient is a state agency or subdivision, as defined in section 768.28, Florida Statutes, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and shall hold FDEM harmless against all claims of whatever nature by third parties arising from the work performed under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of FDEM but is an independent contractor.

b. Any Recipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against FDEM, 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 party 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 this agreement.

(14) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of FDEM to make further payment of funds shall, if FDEM elects, terminate and FDEM has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, FDEM may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

a. If any warranty or representation made by the Recipient in this Agreement or any previous agreement with FDEM is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with FDEM and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement.

b. If material adverse changes occur in the financial condition of the Recipient at any time during the period of agreement, and the Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by FDEM.

c. If any reports required by this Agreement have not been submitted to FDEM or have been submitted with incorrect, incomplete, or insufficient information.

d. If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(15) REMEDIES

If an Event of Default occurs, unless the event is covered by financial consequences listed in the Budget and Scope of Work, FDEM shall provide the Recipient a thirty (30) day written notice within

which the Recipient may cure the default. However, upon the Recipient's failure to cure the default within the thirty (30) day notice period, FDEM shall exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in Paragraph (2) CONTACT herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Recipient refund to FDEM any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds;

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. require the Recipient to reimburse FDEM for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law;

Pursuing any of the above remedies will not stop FDEM from pursuing any other remedies in this Agreement or provided at law or in equity. If FDEM waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend, or waive any other right or remedy of FDEM, or affect the later exercise of the same right or remedy by FDEM for any other default by the Recipient.

(16) TERMINATION

a. FDEM may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. FDEM may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty (30) days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.

d. In the event this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of this Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to FDEM because of any breach of this Agreement by the Recipient. FDEM may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due FDEM from the Recipient is determined.

(17) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to FDEM for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold FDEM and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to FDEM as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes.

(18) 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:
- Exhibit 1 — Funding Sources
 - Exhibit 2 — Florida Single Audit Act
 - Attachment A — Budget and Scope of Work
 - Attachment B — Program Statutes and Regulations
 - Attachment C — Statement of Assurances
 - Attachment D — Justification of Advance Payment
 - Attachment E — Warranties and Representations
 - Attachment F — Certification Regarding Debarment
 - Division Form 1A — Quarterly Financial Report
 - Division Form 1B — Quarterly Tasks
 - Division Form 2A — Detail of Claims
 - Division Form 5 — Closeout Report

(19) PAYMENTS

a. Any advance payment under this Agreement is subject to section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance

payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment D. Attachment D will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted in accordance with Attachment A and shall include the supporting documentation for the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to FDEM Grant Manager as part of the Recipient's quarterly reporting as referenced in Paragraph (11) REPORTS of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under Paragraph (8) of this Agreement, all obligations on the part of FDEM to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of receiving notice from FDEM.

(20) REPAYMENTS

All refunds or repayments due to FDEM under this Agreement are to be made payable to the order of "Florida Division of Emergency Management," and mailed directly to the following address:

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

In accordance with section 215.34(2), Florida Statutes if a check or other draft is returned to FDEM for collection, Recipient shall pay FDEM a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(21) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a FDEM request, or in any submission or response to fulfill the requirements of this Agreement. All said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of FDEM and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of FDEM from all its obligations to the Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement 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 Agreement.

c. Any power of approval or disapproval granted to FDEM under the terms of this Agreement shall survive the term of this Agreement.

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

e. The Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

f. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

g. Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the state 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 Agreement been convicted of or had a civil judgment rendered against it 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 (21)(g)(ii) of this certification; and

iv. Have not within a five (5) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to FDEM (by email or by facsimile transmission) the completed "Certification Regarding Debarment" (Attachment F) for each intended subcontractor that Recipient plans to fund under this Agreement. The form must be received by FDEM before the Recipient enters into a contract with any subcontractor.

h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with chapter 216, Florida Statutes, or the Florida Constitution.

i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

j. Any bills for travel expenses shall be submitted in accordance with section 112.061, Florida Statutes.

k. FDEM reserves the right to unilaterally cancel this Agreement if the 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 Recipient created or received under this Agreement.

l. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to FDEM or be applied against FDEM's obligation to pay the contract amount.

m. The State of 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")]. FDEM shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by FDEM.

n. The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

o. All expenditures of state financial assistance shall be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

p. This Agreement may be charged only with allowable costs resulting from obligations incurred during the period of agreement.

q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

r. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law.

s. FDEM may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the

Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

t. If applicable, pursuant to Section 255.0993, Florida Statutes, the Recipient shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(22) LOBBYING PROHIBITION

a. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

b. No funds or other resources received from FDEM under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(23) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

a. If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to FDEM for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify FDEM. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement that he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property that is disclosed. Failure to disclose will indicate that no such property exists. FDEM shall then, under Paragraph (b), have the right to all patents and copyrights that accrue during performance of this Agreement.

d. If the Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Recipient shall become the sole property of the Recipient. In the case of joint inventions, that is inventions made

jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. FDEM shall retain a perpetual, irrevocable, fully paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Recipient, under this Agreement, for Florida government purposes.

(24) LEGAL AUTHORIZATION.

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

(25) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

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

RECIPIENT: Martin County

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

SARAH HEARD, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

ELYSSE A. ELDER, COUNTY ATTORNEY

Date: _____

Include a copy of the Delegation of Authority for the signatory, if applicable.

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Executive Director, or Ian Guidicelli as Authorized Designee

Date: _____

Exhibit – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project -

State awarding agency: **Florida Division of Emergency Management**

Catalog of State Financial Assistance title: **Emergency Management Programs**

Catalog of State Financial Assistance number: **31.063**

Award Amount: **\$45,280.00**

Exhibit – 2
Florida Single Audit Act

Audit Compliance Certification	
Email a copy of this form at the time of agreement submission to FDEM at: DEMSingle_Audit@em.myflorida.com .	
Recipient:	
FEIN:	Sub- Recipient's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	
<p>1. Did the Recipient expend the State Financial Assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and the Florida Division of Emergency Management (Division)? <input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>If the above answer is yes, answer the following before proceeding to item 2.</p> <p>Did Recipient exceed \$750,000 or more of State financial assistance (from DIVISION and all other sources of State financial assistance combined) during its fiscal year? <input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>If yes, Recipient certifies that it will timely comply with all applicable State single or project specific audit requirements of section 215.97(2)(i), Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.</p>	
<p>2. Did Recipient expend Federal awards during it fiscal year that it received under any agreement (e.g. contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Recipient and Division? <input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>If the above answer is yes, answer the following before proceeding to item 2.</p> <p>Did Recipient exceed \$750,000 or more of federal awards (from Division and all other sources of federal awards combined) during its fiscal year? <input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>If yes, Recipient certifies that it will timely comply with all applicable single or program – specific audit requirements of title 2 C.F.R. part 200, subpart F, as adopted and supplement by DHS at 2 C.F.R. part 200.</p>	
By signing below, I certify, on behalf of Recipient, that the above representations for items 1 and 2 are correct.	
Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

Attachment A
Budget and Scope of Work

Budget

For the described tasks and deliverables, compensation shall not exceed the total maximum amount of \$45,280.00.

Task	Budgeted Amount
1: Statement of Commitment and Subscription	\$900.00
2: EMAP Application Fee	\$9,000.00
3. EMAP On-Site Assessment Fee	\$31,880.00
4: EMAP Accreditation Fee	\$3,500.00
TOTAL	\$45,280.00

This Scope of Work provides for the establishment of cost-reimbursement for fees associated with the accreditation of a county emergency management program. It establishes a direct relationship between the Recipient and FDEM as it pertains to EMAP Accreditation efforts.

Prior to payment: the tasks performed, and deliverables are subject to review and acceptance by Florida Division of Emergency Management. The criteria for acceptance of completed tasks and deliverables are based on the most recent regulations, guidelines and directives related to the task or deliverable.

Recipient Qualifications

1. Must be a Florida County with an established emergency management agency as defined in section 252.38(1), Florida Statutes; and
2. Must be committed to completing, and eventually complete, the EMAP Accreditation Process.

Recipient Responsibilities

1. Coordinate its EMAP Accreditation process directly with the EMAP organization.
2. Provide FDEM with estimated dates and dollar amounts associated with EMAP Accreditation fees.
3. Forward official EMAP invoices and proof of payment to FDEM as they relate to the reimbursable costs below; and
4. Successfully complete the EMAP Accreditation Process under this Agreement or subsequent agreement.

Tasks and Deliverables

The Recipient must successfully complete the following tasks and deliverables throughout the period of performance. The criteria for acceptance of deliverables are based on the most recent regulations, guidelines, or directives related to the particular task and deliverable. The four (4) reimbursable EMAP fees under this agreement are:

- **Task 1: Statement of Commitment and Subscription**
Issued by EMAP after Recipient submits their Subscription.
DELIVERABLE: A signed letter requesting reimbursement to include the requested amount.

- **Task 2: EMAP Application Fee:**

Issued by EMAP after Recipient submits their application for assessment. This fee be subject to the actual invoice from EMAP, broken down by description.

DELIVERABLE: The official EMAP invoice(s) attached to the signed letter and Proof of Payment to EMAP for the attached invoice(s).

- **Task 3: EMAP On-Site Assessment Fee:**

Issued by EMAP before the Recipient’s on-site assessment. This fee shall be subject to the actual invoice from EMAP.

DELIVERABLE: The official EMAP invoice(s) attached to the signed letter and Proof of Payment to EMAP for the attached invoice(s).

1. With the option for Element Review.

- a) All EMAP compliant Standard Element reviews may be reimbursable from the On-Site Assessment Fee Level 3 funding.
- b) All non-compliant Standard Element reviews shall be incurred at the county’s own expense.
- c) Reimbursement process will only take place once FDEM receives the invoice, proof of payment, and findings of compliance.
- d) FDEM will hold the remainder of the funds from level 3 for the on-site assessment. If the remainder of the funds is unable to cover the entirety of the on-site Assessment, the balance will be at the county’s expense.

- **Task 4: EMAP Accreditation Fee:**

Issued by EMAP before the EMAP supplemental period and before the EMAP Accreditation is granted. This fee shall be subject to the actual invoice from EMAP. This payment will be made once the Recipient has received their final Accreditation Letter from EMAP.
DELIVERABLE: The official EMAP invoices(s) attached to the signed letter and/or official email from the County Emergency Management Director and Proof of Payment to EMAP for the attached invoice(s).

Deliverable Due-Date Schedule

Deliverables	Due Date
1: Quarterly Reports: <ul style="list-style-type: none"> • Quarter 1: July 1, 2025 – September 30, 2025 • Quarter 2: October 1, 2025 – December 31, 2025 • Quarter 3: January 1, 2026 – March 31, 2026 • Quarter 4: April 1, 2026 – June 30, 2026 	Quarter 1: October 31, 2025 Quarter 2: January 31, 2026 Quarter 3: April 30, 2026 Quarter 4: July 31, 2026
2: Closeout Report	August 31, 2026, or 30 days after Final Quarterly Report

The final Quarterly Report is due on or prior to July 31, 2025. The Closeout Report is due August 31, 2026, or sixty (60) days after completion of the activities contained in this Agreement, whichever occurs first. August 29, 2026, is the last day requests for reimbursement in DEMES will be accepted.

The Quarterly Reports are the initial basis for a reimbursement claim under this grant agreement. Reports must be based on the Deliverable Due-Date Schedule; however multiple Reports may be submitted throughout the grant year if the Recipient wishes to make additional requests for reimbursement. At a minimum, a Quarterly Report must contain a complete:

- 2025-2026 EMAP (Traditional) Reporting Forms – Quarterly Report. If the Recipient wishes to claim reimbursement for expenses, the Recipient is required to include the following: proof of

payment, considered to be a cancelled check (front and back) and/or bank statement showing the payment has been made to EMAP.

Financial Consequences

If a Recipient fails to comply with the terms and conditions of the State award, FDEM may terminate the award in whole or part. If the noncompliance can be corrected, FDEM may first attempt to direct the Recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be correct or the Recipient is nonresponsive, one or more of the following steps may be taken:

- (1) Temporarily withhold payments pending correction of the deficiency by the recipient.
- (2) Disallow all or part of the cost of the activity or action not in compliance.
- (3) Wholly or partly suspend or terminate the award.
- (4) Take other remedies that may be legally available.

SPECIAL TERMS AND CONDITIONS

Any requests for changes to the Scope of Work will be in writing and must be set forth with the requested changes. All payments by FDEM are contingent upon (1) FDEM being authorized to make said payments, and (2) the availability of sufficient funding to make the payment.

Attachment B

Program Statutes and Regulations

1. Chapters 252.373 and 252.38(1)(c), Florida Statutes.
2. Rules 27P-19.005(4) and (5), Florida Administrative Code.

Attachment C
Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal Statutes, and State of Florida laws, regulations, policies, guidelines and requirements, and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule that govern the application, acceptance and use of State funds for this State-funded Agreement. The Applicant assures and certifies that:

1. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et. seq.)
2. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
3. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
4. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
5. It will ensure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the deliverables are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Division of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
6. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a Recipient of funds, the Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
7. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
8. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for Grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

Attachment D

JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

ADVANCE REQUESTED
Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET COST CATEGORY (List Applicable Cost Category)	2024-2025 Anticipated Budget Category Expenditures for Advance Payment Request
TOTAL ANTICIPATED EXPENSES:	

BUDGET CATEGORY & COST JUSTIFICATION: (For each budget category and cost, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the Agreement Performance Period. Support documentation should include anticipated training, POIs, planning project expenses, and administrative costs (as applicable) to provide the Division with reasonable and necessary justification for the advance request. Any advance funds not expended within the first ninety (90) days of the Agreement's execution shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days after the ninety (90) day timeframe expires, along with any interest earned on the advance.

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Attachment E

Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current, and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowable and reasonable under the provisions of the applicable OMB cost principles and the Terms and Conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all work for which they are hired by the Recipient.

Attachment F

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Subcontractor Covered Transactions

- (1) The prospective Subcontractor, _____, of the Recipient certifies, by submission of this document, that neither it nor its principals are 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 Recipient's Subcontractor is unable to certify to the above statement, the prospective Subcontractor shall attach an explanation to this Form.

SUBCONTRACTOR:

Recipient's Signature

Recipient's Printed Name

Name and Title

FDEM Agreement Number

Street Address

Project Number (if applicable)

City, State, Zip

Date

**FLORIDA DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT ACCREDITATION PROGRAM (EMAP)**

2025-2026 EMPA REPORTING FORMS

2025-2026 QUARTERLY REPORTING FORMS

Quarterly Financial Reports INCLUDE: Division Form 1A - Quarterly Financial Report, Division Form 1B - Quarterly Tasks, Division Forms 2A & 2B - Detail of Claims

1. These forms are to be submitted to FDEM each quarter.
2. Complete Division Form 1A - Quarterly Financial Report by entering all information needed to support the claim for reimbursement, sign and date. Include a narrative in the box. Outlines of quarterly events, nor calendars will suffice for the required narrative.
3. Complete Division Form 1B - Quarterly Tasks to support that deliverables and tasks are being completed as required throughout the agreement, sign and date.
4. The Division Form 1A - Quarterly Financial Report form must be signed by the grant manager or someone with equal authority.
5. The Division Form 2A - Detail of Claims forms **must** accompany the Division Form 1A - Quarterly Financial Report each quarter.
6. Deliverables and Claims for reimbursement must be submitted via DEMES.

DIVISION Form 5 - Close Out Report:

1. The Division Form 5 - Close Out Report is due sixty (60) days after termination of this Agreement by **August 31, 2026**, or 60 days after completion of activities contained in this agreement, whichever occurs first. Before submitting the Division Form 5 - Close Out Report, please verify that the local general revenue budget match amount as reported on Division Form 3 - Local Budget Match, has not changed since originally reported to FDEM. If a difference is found please immediately notify the Division in writing of the discrepancy and provide a detailed justification for the change accompanied by supporting documentation.
2. The agreement cannot be considered closed until the Division Form 5 - Close Out Report has been received and approved by the Division.

Required documentation to support project expenditures:

1. Recipients shall maintain a grant/financial file with copies of supporting documentation for all paid project/program expenditures claimed during the grant period. Documentation of expenditures claimed for reimbursement through the grant will be reviewed and verified by FDEM staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, paystubs, journal transfers, credit card and bank statements, etc. These documents should be submitted when requesting reimbursement.□
2. All claims for reimbursement shall be submitted on the approved FDEM Quarterly Financial Reporting forms. Claims not submitted on the proper forms or that are unsupported by proper documentation will not be processed and will be returned for additional support.□
3. Please ensure that the documentation submitted for review is legible.
4. Please verify form calculations for accuracy before submitting to the Division for review each quarter.□

T4: EMAP Accreditation Fee:
 Issued by EMAP before the EMAP supplemental period and before the EMAP Accreditation is granted. This fee shall not, under any circumstances, exceed \$3,500.00, subject to the actual invoice from EMAP. This payment will be made once the Recipient has received their final Accreditation Letter from EMAP.
EMAP DELIVERABLE: The official EMAP invoice(s) attached to the signed letter and/or official email from the County Emergency Management Director, Proof of Payment to EMAP for the attached invoice(s) and proof of the Accreditation. **(any quarter before the EMAP supplemental and EMAP Accreditation is granted)**

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By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the conditions of the 2023-2024 EMPA agreement.

SIGNATURE: _____
AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____
TITLE: _____
DATE: _____

