

**STATE-FUNDED GRANT AGREEMENT
EMERGENCY PREPAREDNESS AND ASSISTANCE GRANT
STATE FY 2026–2027 EMPA AGREEMENT**

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

This Agreement is entered based on the following representations:

- The Recipient is fully qualified and eligible to receive the Emergency Preparedness and Assistance Grant (EMPA) funds to provide the services identified herein.
- FDEM has received EMPA grant funds from the State of Florida and has the statutory authority to disburse (by a subgrant) these funds to the Recipient upon the terms and conditions of this Agreement.

THEREFORE, FDEM and the Recipient agree to the following:

1. SCOPE OF WORK

The Recipient shall perform the work in accordance with the Scope of Work (Attachment A) and the Proposed Budget Detail Worksheet (Attachment A2), of this Agreement.

2. INCORPORATION OF LAWS, RULES, REGULATIONS, AND POLICIES

- a) As required by Section 215.971(1), Florida Statutes (FS), 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 FDEM before payment to Recipient. 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 funds paid in excess of the amount the Recipient is entitled to under this Agreement, any balance of unobligated funds that were advanced or paid 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 the Scope of Work (Attachment A). 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.

3. PERIOD OF AGREEMENT

This Agreement shall begin **July 1, 2026**, and shall end on **June 30, 2027**, unless terminated earlier in accordance with the provisions of Paragraph (12) TERMINATION. In accordance with Section 215.971(1)(d), FS, the Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of this Agreement.

4) FUNDING CONSIDERATION

- a) This is a reimbursement Agreement, subject to the availability of funds.
- b) FDEM's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida State Legislature and subject to any modifications in accordance with either Chapter 216, FS, or the Florida Constitution.
- c) FDEM will reimburse the Recipient only for the allowable costs incurred by the Recipient for the satisfactory completion of each deliverable. The first, second, third, and fourth payment requests may be submitted for an amount up to **\$26,451.50** each quarter. Unreimbursed amounts from prior quarters can be carried to future quarters to be reimbursed based on satisfactory completion of deliverables.
- d) The maximum reimbursement amount for each deliverable is outlined in the Proposed Budget Detail Worksheet (Attachment A2). The maximum reimbursement amount for the entirety of this Agreement is **\$105,806.00**.
- e) FDEM will review quarterly requests for reimbursement by comparing the documentation provided by the Recipient against a performance measure outlined in the Scope of Work (Attachment A) and the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment C) which clearly delineates:
 - i) The required minimum acceptable level of service to be performed.
 - ii) The criteria for evaluating the successful completion of each deliverable.
- f) FDEM's grant manager, as required by Section 215.971(2)(c), FS, shall reconcile and verify all funds received against all funds expended during the period of the Agreement and produce a final reconciliation report, which must identify any funds paid in excess of the expenditures incurred by the Recipient.
- g) 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, FS. In order for the Recipient to be reimbursed for travel reimbursement, the Recipient must submit either the approved state travel voucher form with documentation, OR their travel policy, travel claim on their local travel voucher form, and supporting documentation.

5) REPORTS

- a) The Recipient shall provide FDEM with quarterly reports and a close-out report. These reports shall include the current status and progress of the Recipient and all subcontractors in completing the work described in the Scope of Work (Attachment A) and the expenditure of funds under this Agreement, in addition to any other information requested by FDEM.
- b) Quarterly reports are due to FDEM no later than forty-five (45) days after the end of each quarter of the program year. Quarterly reports shall be sent each quarter until submission of the administrative 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 sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever occurs first.
- d) FDEM may withhold further payments if all required reports and copies are not sent to FDEM or are not completed in an acceptable manner. Payments may be reinstated upon completion of any required report or other action may be taken by the Recipient as stated in Paragraph (11) REMEDIES.
 - i) "Acceptable to FDEM", means that the work product was completed in accordance with the Proposed Budget Detail Worksheet (Attachment A2) and Scope of Work (Attachment A).

- e) The Recipient shall provide additional program updates or information required by FDEM.
- f) The Recipient shall provide additional reports and information identified in the Florida Division of Emergency Management Enterprise Solution (DEMES).

6) MONITORING

- a) FDEM is responsible for and shall monitor the Recipient's performance under this Agreement.
- b) Recipient shall monitor the performance of its contractors, consultants, and agents, who are paid from funds provided under this Agreement or acting in furtherance of this Agreement.
- c) In addition to reviews of audits conducted in accordance with Exhibit 1 – Audit Requirements, monitoring procedures may include, but are not limited to: desk reviews and on-site visits by FDEM staff, limited scope audits, and other procedures.
- d) Monitoring visits are performed to confirm the requirements of this Agreement are being fulfilled, to ensure correct and accurate documentation is being generated, and to assist with any questions or concerns the Recipient may have related to this Agreement.
- e) Recipients will be monitored programmatically and financially by FDEM to ensure that all grant activities and project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.
- f) On-site monitoring visits will be performed according to FDEM's schedule, as requested, or as needed. At a minimum, Recipients will receive monitoring from FDEM once per year. If an on-site visit cannot be arranged, the Recipient may be asked to perform desk review monitoring.
- g) Additional monitoring visits may be conducted throughout the period of performance as part of corrective action when Recipients are demonstrating non-compliance.

7) SUBCONTRACTS

- a) If the Recipient subcontracts any work required under this Agreement, a copy of the unsigned subcontract shall be sent to FDEM prior to execution of the subcontract and work commencing for review and approval.
- b) The Recipient agrees to include in the subcontract:
 - 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.
 - 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.
- c) In the quarterly report, the Recipient shall document the subcontractor's progress in performing its work under this Agreement.
- d) 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, FS.

8) AUDITS

- a) In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles (GAAP), defined by 2 C.F.R. § 200.49, as, "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), defined by 2 C.F.R. § 200.50, GAGAS, as "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, defined in Section 215.97(2)(i), FS, 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 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:

Florida Division of Emergency Management
DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2489 Shumard Oak Boulevard
Tallahassee, Florida 32311

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

9) **LIABILITY**

- a) Unless the Recipient is a state agency or subdivision, as defined in Section 768.28, FS, the Recipient is solely responsible to the parties it deals with in carrying out the terms of this Agreement and shall hold FDEM harmless against all claims, no matter the nature, by third parties arising from the work performed under this Agreement.
- b) For purposes of this Agreement, the Recipient agrees that it is not an employee or agent of FDEM but is an independent contractor.
- c) As required by Section 768.28(19), FS, any Recipient which is a state agency or subdivision, as defined in Section 768.28(2), FS, 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, FS.
- d) Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies.
- e) Nothing herein shall be construed as consent by a state agency or subdivision of the state of Florida to be sued by third parties in any matter arising out of any contract.

10) **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. FDEM has the option to exercise any of its remedies set forth in this Agreement; 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. Events of Default include, but are not limited to, the following:

- 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 this 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 timely perform and complete any of its obligations under this Agreement.

11) REMEDIES

In the Event of Default by the Recipient, FDEM shall, within 30 days of default, provide written notice to the Recipient of the default(s). The Recipient shall have thirty (30) calendar days from the date of notice to correct the default(s). If the Recipient has not corrected the default(s), FDEM will notify the Recipient of non-compliance and exercise one or more of the following remedies, whether 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 sent by United States Postal Service, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) 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.
 - iv) Require the Recipient to reimburse FDEM for costs incurred for any items determined to be ineligible.
 - v) 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 by 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.

12) TERMINATION

- a) FDEM may terminate this Agreement for cause or convenience or when it determines that continuance is not beneficial after thirty (30) days written notice to the Recipient. Cause for termination includes, but is not limited to, the following:
 - i) Misuse, fraud, lack of compliance with applicable rules, laws, and regulations, failure to perform on time, or refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, FS, as amended.
 - ii) Continuing the Agreement would not produce beneficial results in line with further expenditure of funds.
- b) 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.
- c) In the event this Agreement is terminated, the following actions will occur:
 - i) The Recipient will not include new obligations for the terminated portion of this Agreement after the Recipient has received notification of termination.
 - ii) The Recipient will cancel as many outstanding obligations as soon as possible. Costs incurred after receipt of the termination notice will be disallowed.
 - iii) The Recipient shall not be relieved of liability to FDEM because of any breach of this Agreement by the Recipient.

- iv) 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 to FDEM from the Recipient is determined.

13) PROCUREMENT – SUBCONTRACTING PROCEDURES

The Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable state and federal laws and regulations, to include 2 C.F.R. §§ 200.318 through 200.327, Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”), and Section 287.057, FS. As required by 2 C.F.R. § 200.318(i), the Recipient shall “maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

As required by 2 C.F.R. § 200.318(b), the Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Recipient shall document, in its quarterly report to FDEM, the progress of any and all subcontractors performing work under this Agreement.

SOLICITATION PROCESS

Except for procurements by micro-purchases pursuant to 2 C.F.R. § 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. § 200.320(a)(2), the following shall occur if the Recipient chooses to subcontract any of the work required under this Agreement:

- a) A copy of any solicitation shall be forwarded to FDEM (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation.
- b) FDEM shall review the solicitation and provide comments, if any, to the Recipient within seven (7) business days.
- c) Consistent with 2 C.F.R. §200.325, FDEM will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§ 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200.
- d) Consistent with 2 C.F.R. § 200.318(k), FDEM will not substitute its judgment for that of the Recipient. While the Recipient does not need the approval of FDEM in order to publish a competitive solicitation, this review may allow FDEM to identify deficiencies in the vendor requirements or in the commodity or service specifications. FDEM’s review and comments shall not constitute approval of the solicitation. Regardless of FDEM’s review, the Recipient remains bound by all applicable laws, regulations, and agreement terms.
- e) If during its review FDEM identifies any deficiencies, then FDEM shall communicate those deficiencies to the Recipient as quickly as possible within the seven (7) business day window outlined above.
- f) If the Recipient publishes a competitive solicitation after receiving comments from FDEM that the solicitation is deficient, then FDEM may:
 - i) Terminate this Agreement in accordance with the provisions outlined in paragraph (12) above.
 - ii) Refuse to reimburse the Recipient for any costs associated with that solicitation.

CONTRACT REVIEW PROCESS

Except for procurements by micro-purchases pursuant to 2 C.F.R. § 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. § 200.320(a)(2), if the Recipient chooses to subcontract any of the work required under this Agreement, then the Recipient shall forward to FDEM a copy of any contemplated contract prior to contract execution.

- a) FDEM shall review the unexecuted contract and provide comments, if any, to the Recipient within seven (7) business days.
- b) Consistent with 2 C.F.R. § 200.325, FDEM will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§ 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200.

- c) In accordance with 2 C.F.R. § 200.318(k), FDEM will not substitute its judgment for that of the Recipient. While the Recipient does not need the approval of FDEM in order to execute a subcontract, this review may allow FDEM to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. FDEM's review and comments shall not constitute an approval of the subcontract. Regardless of FDEM's review, the Recipient remains bound by all applicable laws, regulations, and agreement terms.
- d) If during its review FDEM identifies any deficiencies, then FDEM shall communicate those deficiencies to the Recipient as quickly as possible within the seven (7) business day window outlined above.
- e) If the Recipient executes a subcontract after receiving a communication from FDEM that the subcontract is non-compliant, then FDEM may:
 - iii) Terminate this Agreement in accordance with the provisions outlined in Paragraph (12) above; and,
 - iv) Refuse to reimburse the Recipient for any costs associated with that subcontract.

PROCUREMENT REQUIREMENTS OF RECIPIENT

- a) 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.
- b) As required by 2 C.F.R. § 200.318(c)(1), the Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."
- c) As required by 2 C.F.R. § 200.319, the Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Recipient shall not:
 - i) Place unreasonable requirements on firms in order for them to qualify to do business.
 - ii) Require unnecessary experience or excessive bonding.
 - iii) Use noncompetitive pricing practices between firms or between affiliated companies.
 - iv) Execute non-competitive contracts to consultants that are on retainer contracts.
 - v) Authorize, condone, or ignore organizational conflicts of interest;
 - vi) Specify only a brand name product without allowing vendors to offer an equivalent.
 - vii) Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement.
 - viii) Engage in any arbitrary action during the procurement process.
 - ix) Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.
 - x) Except in those cases where applicable federal statutes expressly mandate or encourage otherwise, the Recipient, as required by 2 C.F.R. § 200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.
 - xi) The Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. § 200.320(b)(1) as well as Section 287.057(1)(a), FS.
 - xii) The Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. § 200.320(b)(2) as well as Section 287.057(1)(b), FS.

14) ATTACHMENTS AND EXHIBITS

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

This Agreement has the following attachments:

- Exhibit 1 – Audit Requirements
- Exhibit 2 – Single Audits
- Exhibit 3 – EM Director Certification
- Attachment A – Scope of Work

- Attachment A1 – Allowable Costs and Eligible Activities – Budget Directions
- Attachment A2 – Proposed Program Budget Detail Worksheet
- Attachment A3 – Quarterly Reports
- Attachment B – Justification of Advance Payment
- Attachment C – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Attachment D – Warranties and Representations
- Attachment E – Statement of Assurances

15) NOTICE OF CONTACT

All notices provided by Recipient under or pursuant to this Agreement shall be in writing to FDEM's Grant Manager and/or Programmatic Reviewer and delivered by standard or electronic mail using the correct information provided below:

FDEM Grant Manager Point of Contact
Name: April Gibbs
Address: 2489 Shumard Oak Blvd. Tallahassee, FL 32311-2100
Phone: 448-248-5566
Email: april.gibbs@em.myflorida.com

FDEM Programmatic Point of Contact
Name: CleSha' Pennywell
Address: 2489 Shumard Oak Blvd. Tallahassee, FL 32311-2100
Phone: 448-220-7025
Email: clesha.pennywell@em.myflorida.com

The name and address of Recipient's Representative responsible for the administration of this Agreement:

Recipient's Point of Contact
Name: <u>Sally Waite</u>
Address: <u>800 SE Monterey Road</u> <u>Stuart, FL 34994</u>
Phone: <u>772-219-4942</u>
Email: <u>swaite@martin.fl.us</u>

16) PAYMENTS

- a) Any advance payment under this Agreement is subject to Section 216.181(16), FS. More specifically:
 - i) All advances are required to be held in an interest-bearing account.
 - ii) The Justification of Advance Payment (Attachment B) shall include the budget data for the request, the amount of advance payment needed, and an explanation/justification of the necessity for and proposed use of these funds.
 - iii) No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.
 - iv) After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
 - v) FDEM will only advance 50% of the total award amount.
- b) Invoices shall be submitted to include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within forty-five (45) 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 (5) REPORTS of this Agreement.
- c) If the necessary funds are not available to fund this Agreement as a result of action by the State Chief Financial Officer or under Paragraph (4) FUNDING CONSIDERATION 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.

17) REPAYMENTS

- a) 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
Attention: Cashier
2489 Shumard Oak Boulevard
Tallahassee FL 32311

- b) In accordance with Section 215.34(2), FS, 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.

18) MANDATED CONDITIONS AND OTHER LAWS

- a) The validity of this Agreement is subject to the truth and accuracy of all information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a request from FDEM, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. 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) 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.
- e) 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 thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
- f) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement, certifies, to the best of its knowledge and belief, that it and its principals:
- i) Are presently not 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 (18)(f)(ii) of this certification.
 - iv) Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

- g) If the Recipient is unable to certify any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.
- h) In addition, the Recipient shall send to FDEM via DEMES the completed Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion (Attachment C) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by FDEM before the Recipient enters into a contract with any subcontractor.
- i) FDEM reserves the right to unilaterally cancel this Agreement if the Recipient refuses to follow the provisions of Chapter 119, FS (Allow public access to all documents, papers, letters or other materials created or received by the Recipient).
- j) If the Recipient is allowed to temporarily invest any advances of EMPA funds, any interest income shall either be returned to FDEM or be applied against FDEM's obligation to pay the contract amount.
- k) 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 1324(a) [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.
- l) Section 287.05805, FS, requires each state agency shall include in its standard contract document a requirement 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 5 years from the date of purchase or the completion of the improvements or as further required by law.
- m) 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), FS, 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.
- n) FDEM may, at its option, terminate this agreement, if the Recipient is found in violation of Section 286.101, FS.

19) STATE REQUIREMENTS PERTAINING TO LOBBYING

- a) Section 216.347, FS, 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.

20) 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 determination of 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.

- c) 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.
- d) 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.
- e) 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.
- f) If the Recipient qualifies as a state university under Florida law, then, pursuant to Section 1004.23, FS, 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.

21) 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.

22) STATEMENT AND ASSURANCES

The Recipient shall comply with any Statement of Assurances (Attachment E).

23) RECORDS

- a) As a condition of receiving state financial assistance, and as required by Sections 20.055(6)(c) and 215.97(5)(b), FS, 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.
- b) This 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.
- c) 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.
- d) Florida's Government in the Sunshine Law (Sunshine Law), Section 286.011, FS, provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements:
 - i) All meetings of public boards or commissions must be open to the public.
 - ii) Reasonable notice of such meetings must be given.
 - iii) 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 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 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.

- e) 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.
- f) 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 (Attachment A2) – Proposed Budget Detail Worksheet and Scope of Work (Attachment A) - and all other applicable laws and regulations.

If the contractor has questions regarding the application of Chapter 119, FS, the contractor's duty to provide public records relating to this Agreement, they shall contact the Custodian of Public Records by phone at (850) 815-4156, by email at Records@em.myflorida.com, or 2489 Shumard Oak, Boulevard, Tallahassee, FL 32311.

24) TERMS AND CONDITIONS

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

25) EXECUTION

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

26) MODIFICATION

Either Party may request modification of the provisions of this agreement. Modifications of provisions of this Agreement are valid only when reduced to writing and duly signed by the Parties.

27) CONSTRUCTION AND RENOVATION

Construction and renovation projects for a local government's principal Emergency Operations Center (EOC) are allowable under the EMPA Program. FDEM must provide prior written approval to use any EMPA funds for construction or renovation. Requests for EMPA funds for construction of an EOC must be accompanied by a justification to the Recipient's EMPA Grant Manager for review and processing. The above examples are not intended to exclude other construction projects as potentially allowable costs. For example, construction of a facility for the storage of critical emergency supplies, as a Point of Distribution (POD) for emergency distribution, and/or to serve as a staging area for deployment of emergency response resources is potentially an allowable expense. Other construction or renovation projects, such as a secondary or local EOC, will be considered on a case-by-case basis, with advance written approval.

28) REAL PROPERTY AND STATE SECURITY INTEREST

In accordance with Section 287.05805, FS, if any state funds are utilized for the acquisition of real property or for improvements to real property, the Contractor or Political subdivision receiving such funds must grant the state of Florida a security interest in the subject property. This security interest shall be, at a minimum, equivalent to the total amount of state funds provided. The security interest must remain in effect for a period of at least five (5) years from the date of property purchase or the date of completion of the improvements, or for a longer duration if so, mandated by applicable law.

29) CONTRACTING WITH SMALL AND MINORITY BUSINESSES

- a) If the subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. § 200.321 and Section 288.703, FS, the subrecipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:
 - i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
 - ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
 - iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
 - v) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
 - vi) Requiring the prime contractor, if subcontracts are to be used, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.
- b) The requirement outlined in this section, commonly referred to as socioeconomic contracting, does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
- c) The socioeconomic contracting requirement outlines the affirmative steps that the subrecipient must take; the requirements do not preclude the subrecipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- d) The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the subrecipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

**STATE OF FLORIDA
FLORIDA DIVISION OF EMERGENCY MANAGEMENT
STATE-FUNDED GRANT AGREEMENT
STATE FY 2026-2027 EMPA AGREEMENT
SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date set forth below.

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: _____

FID# _____

UEID/SAM# _____

If signing electronically: *By providing this electronic signature, I am attesting that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I am also confirming that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.*

This statement is to certify that I confirm that this electronic signature is to be the legally binding equivalent of my handwritten signature and that the data on this form is accurate to the best of my knowledge.

**STATE OF FLORIDA
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

By: _____
Kevin Guthrie, Executive Director for FDEM

Date: _____

**STATE FY 2026–2027 EMPA AGREEMENT
EXHIBIT 1 – AUDIT REQUIREMENTS**

The administration of resources awarded by FDEM to the Recipient may be subject to audits and/or monitoring by FDEM as described in this section.

MONITORING

Monitoring visits are performed to confirm grant requirements are being fulfilled to ensure correct and accurate documentation is being generated and to assist with any questions or concerns Recipients may have related to the grant. Recipients will be monitored programmatically and financially by FDEM to ensure that all grant activities and project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

On-site monitoring visits will be performed according to FDEM schedules, as requested, or as needed. At a minimum, Recipients will receive monitoring from FDEM once per year. If an on-site visit cannot be arranged, the Recipient may be asked to perform desk review monitoring. Additional monitoring visits may be conducted throughout the period of performance as part of corrective action when Recipients are demonstrating non-compliance.

- 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 Schedule of Deliverables and Scope of Work are 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 Proposed Budget Detail Worksheet (Attachment A2) and Scope of Work (Attachment A) to this Agreement and reported in Quarterly Reports (Attachment A3).
- b) In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by FDEM staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by FDEM. If 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 contract term to ensure timely completion of all tasks.

AUDITS

The Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

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).”

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.”

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 30 days after FDEM has notified the Recipient of such non-compliance.

- a) 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 audit must be received by FDEM no later than nine months from the end of the Recipient’s fiscal year.
- b) The Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Recipient, to FDEM at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2489 Shumard Oak Boulevard
Tallahassee, Florida 32311-2100

- c) The Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at: <http://harvester.census.gov/fac/collect/ddeindex.html>
- d) The Recipient shall send any management letter issued by the auditor to FDEM at the following address:

DEMSingle_Audit@em.myflorida.com

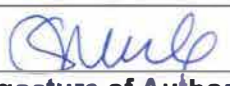
OR

Office of the Inspector General
2489 Shumard Oak Boulevard
Tallahassee, Florida 32311-2100

REPORTS

- a) Consistent with 2 C.F.R. § 200.328, 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 subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by FDEM.
- b) Quarterly reports are due to FDEM no later than forty-five (45) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative 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 sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.
- d) If all required reports and copies are not sent to FDEM or are not completed in a manner acceptable to FDEM, then FDEM may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to FDEM" means that the work product was completed in accordance with the Proposed Budget Detail Worksheet (Attachment A2) and Scope of Work (Attachment A).
- 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 Quarterly Reports (Attachment A3).

**FY 2026 EMPA AGREEMENT
EXHIBIT 1 – SINGLE AUDITS**

AUDIT COMPLIANCE CERTIFICATION	
Email a copy of this form at the time of agreement submission to the FDEM at: DEMSingle_Audit@em.myflorida.com .	
Recipient: Martin County	
FEIN: 59-5000743	Sub- Recipient's Fiscal Year: 2026
Contact Name: Stephanie Merle	Contact's Phone: 772 463-2868
Contact's Email: smerle@martin.fl.us	
1. Did 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 Recipient and the Florida FDEM of Emergency Management (FDEM)? ☒ Yes ☐ No If the above answer is yes, answer the following before proceeding to item 2. Did Recipient exceed \$750,000 or more of State financial assistance (from FDEM and all other sources of State financial assistance combined) during its fiscal year? ☒ Yes ☐ No 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.	
2. Did Recipient expend Federal awards 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 Recipient and FDEM? ☒ Yes ☐ No If the above answer is yes, answer the following before proceeding to item 2. Did Recipient exceed \$750,000 or more of federal awards (from FDEM and all other sources of federal awards combined) during its fiscal year? ☒ Yes ☐ No 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.	
By signing below, I certify, on behalf of Recipient, that the above representations for items 1 and 2 are correct.	
 Signature of Authorized Representative Stephanie Merle Date <u>07/09/26</u> <i>Director of DMB</i> Title of Authorized Representative	

**STATE FY 2026–2027 EMPA AGREEMENT
EXHIBIT 3 – EM DIRECTOR CERTIFICATION**

In accordance with the 2026 Emergency Management Preparedness and Assistance Grant agreement, which shall begin July 1, 2026, and shall end on June 30, 2027, and to remain consistent with Section 252.38(1)(c), Florida Statutes, and Rules 27P-19.005(4) and (5), Florida Administrative Code, in order to receive EMPA funding, each County Emergency Management Agency shall annually certify their commitment to employ and maintain a Director.

I, Don Donaldson (Name) certify compliance with the requirements for the 2026 EMPA grant program. Martin County (Recipient) has employed an (EM Director) pursuant to Section 252.38(3)(b), Florida Statutes.

I, Don Donaldson (Name) also certify that I am the official representative for Martin County (Recipient) and have authority to bind Martin County (Recipient) to this certification of compliance.

Signed by: _____

Printed Name: Don Donaldson

Title: County Administrator

Date: _____

Phone/Email: 772-288-5503 | ddonalds@martin.fl.us

STATE FY 2026–2027 EMPA AGREEMENT

ATTACHMENT A – SCOPE OF WORK

GENERAL POLICY

The purpose of the Emergency Management Preparedness and Assistance Grant (EMPA) is to provide state funds to assist local governments in preparing for all hazards as authorized by Section 252.373, Florida Statutes (FS). Funds shall be allocated to implement and administer county emergency management programs, to support the following activities:

- Planning
- Operational
- Equipment
- Training
- Exercise, and
- Management and Administration

Pursuant to Rule 27P-19.010(11), Florida Administrative Code (FAC), FDEM shall determine allowable costs in accordance with 48 C.F.R. Part 31, entitled “Contract Cost Principles and Procedures,” and 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

TASKS AND QUARTERLY DELIVERABLES

The Recipient shall support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas described in the National Preparedness Goal. Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/emergencies.

The Recipient must successfully complete the following Tasks and Deliverables throughout the period of performance. Quarterly deliverables must be uploaded through the Florida Division of Emergency Management Enterprise Solution (DEMES) portal.

QUARTER 1 DELIVERABLES

Q1 TASK 1: CERTIFICATION OF COUNTY EMERGENCY MANAGEMENT STAFF

EMERGENCY MANAGEMENT DIRECTOR AND STAFF CERTIFICATION

Pursuant to Section 252.38(1)(c), FS, the County Emergency Management Agency shall perform emergency management functions throughout the jurisdictional limits of the county in which it is organized.

Pursuant to Rule 27P-19.004, FAC, each County Emergency Management Agency must annually certify their commitment to employ and maintain a director consistent with Rule 27P-19.005(4) and (5), FAC.

To demonstrate successful completion, the Recipient must submit the following into DEMES no later than **November 15, 2026**.

DELIVERABLES:

1. **Exhibit 3** – Certification letter for the Emergency Management Director in accordance with Rule 27P-19.004, FAC, in accordance with the table below.
2. **Reporting Form 4** – Staffing Detail and Position Descriptions for funded emergency management staff.

Q1 TASK 2: INTEGRATED PREPAREDNESS PLAN (IPP)

The IPP represents all interdisciplinary training and exercise goals and projected schedules for the state. Each County Emergency Management Agency shall coordinate with their stakeholders to perform a gap analysis to identify county priorities and identify jurisdictional training needs linked to the associated core capabilities for training and exercise.

Collaborating with stakeholders to perform a gap analysis to identify county priorities and capability gaps allows for a comprehensive view of jurisdictional needs. Conducting this gap analysis to identify county priorities and necessary core capabilities provides an understanding that the IPP should serve as a roadmap to accomplish the multi-year priorities identified by elected and appointed officials and whole communities. The document assists training curriculum and exercise planners in designing and developing a progressive training and exercise program to build, sustain, and deliver core capabilities. Counties and Urban Areas are required to conduct an annual Integrated Preparedness Plan Workshop (IPPW). Data is collected through county integrated preparedness plan workshops and is ultimately submitted within the integrated preparedness plan. Counties should submit a multi-year plan. This document will outline all interdisciplinary training and exercise goals and projected schedules.

To demonstrate successful completion, the Recipient must submit the following into DEMES no later than **November 15, 2026**.

DELIVERABLES:

1. **IPP Data Submission** – Multi-year [IPP Data Worksheet](#) and any supporting documentation to include the IPP. For technical assistance on this deliverable, contact the State Training Officer at FDEM.STO@em.myflorida.com.

Q1 TASK 3: F-ROC INTEGRATION – OPT-IN & ENROLLMENT VALIDATION

Pursuant to Section 252.37(7), FS, FDEM must take steps to maximize the availability and expedite the distribution of financial assistance from the federal government to state and local agencies. Such steps must include the standardization and streamlining of the application process for financial assistance through the federal Public Assistance Program and provision of assistance to applicants in order to mitigate the risk of noncompliance with federal program requirements. Therefore, under Chapter 252, FS, and in alignment with 2 C.F.R. § 200.332, FDEM mandates participation in the Florida Recovery Obligation Calculation (F-ROC) Program to standardize, streamline, and expedite the Public Assistance (PA) process.

To demonstrate successful completion, the Recipient must submit the following into DEMES no later than **November 15, 2026**.

DELIVERABLES:

1. **F-ROC Enrollment Proof** – Executed F-ROC Participation Request and Renewal Form demonstrating formal enrollment in the F-ROC Program for the current fiscal cycle (originally completed during the June enrollment window). For technical assistance on this deliverable, contact the F-ROC Office at F-ROC@em.myflorida.com.

Q1 TASK 4: LOCAL BUDGET MATCH CERTIFICATION

In accordance with Rule 27P-19.011, FAC, base grants shall be matched at an amount either equal to the average of the previous three years' levels of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever is lower. County general revenue funding for 911, EMS, law enforcement, or other services outside core emergency management responsibilities shall not be included.

To demonstrate successful completion, the Recipient must submit the following into DEMES no later than **November 15, 2026**.

DELIVERABLES:

1. **FDEM Form 3** – A copy of the current and accurate County Emergency Management Local Budget (General Revenue) including the formal budget approval date.
2. **Match Waiver Request (If Applicable)** – If exceptional financial circumstances prevent compliance, a formal waiver request (signed by the Chief Elected Officer and Chief Financial Officer) must be submitted in accordance with Rule 27P-19.011(2), Florida Administrative Code, **no later than forty-five (45) days after the county budget has been approved**, or the opportunity to request a waiver shall be permanently waived.

Q1 REPORTING REQUIREMENTS

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Deliverables Due	Updates Only	Updates Only	Updates Only

QUARTER 2 DELIVERABLES

Q2 TASK 1: EMERGENCY SITES AND PLANS

To support statewide standardization of emergency site data and to enhance situational awareness during preparedness, response, and recovery operations, each County Emergency Management Agency shall maintain complete, accurate, and up to date emergency site information within WebEOC. Emergency Sites include Points of Distribution, County Staging Areas, General population shelters, special needs shelters, debris management sites, Recovery and resource centers, etc. These sites are maintained in the WebEOC Emergency Sites and WebEOC Shelter boards.

In addition, each County shall maintain an inventory of all county emergency response plans and provide a current listing, including last update dates, to ensure transparency and readiness across all mission areas.

To demonstrate successful completion, the Recipient must submit the following in DEMES no later than **February 15, 2027**.

DELIVERABLES:

1. **WebEOC Emergency Sites and Shelter Reporting Verification** – The Recipient will ensure that all county emergency sites have been entered, reviewed, and updated in WebEOC, including, but not limited to: Points of Distribution, County Staging Areas, general population shelters, special needs shelters, debris management sites, recovery and resource centers, etc. The Recipient's Grant Manager will then verify the information provided by the Recipient. For WebEOC technical assistance, contact WebEOC@em.myflorida.com.
2. **Emergency Response Plan Inventory Form** – Completed Emergency Response Plan Inventory Form listing all county emergency response plans including plan title, responsible party, date of last update or formal review, next scheduled update cycle. For technical assistance, contact EOC-plans@em.myflorida.com.

Q2 TASK 2: F-ROC INTEGRATION – DISASTER READINESS ASSESSMENT (DRA)

Pursuant to Chapter 252.37(7), FS, and to satisfy mandatory F-ROC participation conditions, the Recipient

must complete an annual evaluation of local emergency capabilities, disaster preparation protocols, and logistics metrics.

To demonstrate successful completion, the Recipient must submit the following in DEMES no later than **February 15, 2027**.

DELIVERABLES:

1. **DRA Completion Summary** – Provide verification of successful completion of the annual F-ROC Disaster Readiness Assessment (DRA) in the Smart Grants Portal, accompanied by a copy of the validated DRA submission receipt. For technical assistance, contact the F-ROC Office at F-ROC@em.myflorida.com.

Q2 REPORTING REQUIREMENTS

Quarter 1	Quarter 2	Quarter 3	Quarter 4
N/A	Deliverables Due	Updates Only	Updates Only

QUARTER 3 DELIVERABLES

Q3 TASK 1: F-ROC INTEGRATION – PROCESS & STANDARDIZATION TRAINING

To ensure local staff are fully equipped to utilize the standardized F-ROC tools, forms, and calculators during real-world post-disaster Public Assistance operations, designated emergency management personnel must participate in FDEM-approved F-ROC training modules. F-ROC training is an eligible program expense under the training category.

To demonstrate successful completion, the Recipient must submit the following in DEMES by **May 15, 2027**.

DELIVERABLES:

1. **F-ROC Training Verification** – Certificates of completion or formal attendance records showing that the Emergency Management Director or at least one (1) EMPA-funded program manager has completed an FDEM-sponsored F-ROC Training or Technical Assistance session during the current agreement period. For technical assistance, contact the F-ROC Office at F-ROC@em.myflorida.com.

Q3 TASK 2: REGIONAL READINESS

Pursuant to statewide hurricane readiness requirements in Section 252.35(2)(dd), FS, and in support of regional preparedness coordination, each County Emergency Management Agency shall actively participate in FDEM Regional Readiness Visits. These visits are designed to review county capabilities, discuss operational needs, and validate preparedness information provided through FDEM-administered readiness surveys. Counties must ensure both attendance and submission of pre-meeting readiness information to support statewide situational awareness, as outlined in the annual readiness visit documentation circulated for the hurricane season

To demonstrate successful completion, the Recipient must submit the following in DEMES by **May 15, 2027**.

DELIVERABLES:

1. **Regional Readiness Visit Verification** – The Response Regional Coordinator, in attendance at the Regional Readiness Visit, will provide a sign-in sheet to the county/region after the Visit, which shall then be uploaded into DEMES as well as the completed pre-meeting survey during the current agreement period.

2. **Readiness Survey Completion Verification** – A copy, screenshot, or confirmation receipt demonstrating completion of the Readiness Survey required prior to or in conjunction with the Regional Readiness Visit, consistent with the survey process coordinated by FDEM's Response Bureau and referenced in statewide readiness visit planning communications.

Q3 TASK 3: INTEGRATED PREPAREDNESS PLAN WORKSHOP

The Integrated Preparedness Planning Workshop (IPPW) is a strategic planning session designed to align preparedness priorities across jurisdictions and develop a three-year/Multi-Year Integrated Preparedness Plan (MYIPP). It fosters collaboration among local, regional, and state stakeholders, ensuring that training, exercises, and planning activities are coordinated and resource- efficient. IPPWs are collaborative planning events designed to identify and prioritize a county's preparedness needs over a multi-year training (three-year) cycle to allow for enough time to build, test, and validate capabilities in a deliberate, progressive way (seminars → workshops → tabletops → functional/full-scale exercises).

During these meetings, the data submitted via the county IPP will be evaluated and regional training and exercise needs will be discussed. At the conclusion of the meetings, the regional IPP data will be distributed to the region and formally entered into the state IPP. For technical assistance, contact FDEM.STO@em.myflorida.com.

To demonstrate successful completion, the Recipient must submit the following in DEMES by **May 15, 2027**.

DELIVERABLES:

1. **IPPW Participation** – Formal attendance records showing that the Emergency Management Agency participated in the state supported Regional IPPW. For technical assistance, contact FDEM.STO@em.myflorida.com.

Q3 REPORTING REQUIREMENTS

Quarter 1	Quarter 2	Quarter 3	Quarter 4
N/A	N/A	Deliverables Due	Updates Only

QUARTER 4 DELIVERABLES

Q4 TASK 1: STATEWIDE EXERCISE AND SYMPOSIUM ATTENDANCE

Each County Emergency Management Agency shall participate in the annual Statewide Exercise and the Florida's Training for Emergency Management (FTEM) Symposium. All counties must participate at least one (1) full day during the annual Statewide Exercise, regardless of whether position(s) are funded by this grant. For participation certificates to be issued, the county must participate in the 11:15 County Coordination Call, upload a situation report into WebEOC, and complete the end of day survey for each day of participation in the Statewide Exercise.

The County Emergency Management Agency shall participate in the FTEM Symposium for the duration of the event from June 21 to June 25, 2027, as currently scheduled. The individual(s) must be from the County Emergency Management Agency, regardless of whether the position(s) are funded by this grant. Standard counties must have at least two (2) individuals from county government attend FTEM. At least one (1) attendee must be from the County Emergency Management Agency. The second attendee may also be from the County Emergency Management Agency or, if from another county government office, must be directly involved in administrative support for emergency management, including IT, legal, budgeting, finance, risk management, or similar functions, or must be directly involved in preparing for, responding to, recovering from, or mitigating

against the impacts of disasters at the local level, regardless of whether the position is funded by this grant. Fiscally constrained counties, as designated by the Florida Department of Revenue, shall only need to send one (1) staff member to the FTEM Symposium which must be from the County Emergency Management Program or the County Government (with the same nexus to emergency management as referenced in “Standard” counties above), regardless of whether the position(s) are funded by this grant.

To demonstrate successful completion, the Recipient must submit the following in DEMES by **August 15, 2027**.

DELIVERABLES:

1. **Statewide Exercise Participation** – Formal attendance records showing that the Emergency Management Agency participated in the Statewide Exercise; which must include participation certificate issued by FDEM. For technical assistance, contact FDEM.STO@em.myflorida.com.
2. **FTEM Attendance** – Formal attendance records showing that county representatives have attended and participated in the FTEM Symposium; which must include participation certificate issued by FDEM. For technical assistance, contact FTEMSupport@em.myflorida.com.

Q4 TASK 2: POLICY OR PROTOCOL SUBMITTAL

PROCUREMENT POLICY

The County Emergency Management Agency shall provide documentation demonstrating its local policy or protocol for purchasing.

To demonstrate successful completion, the Recipient must submit the following in DEMES:

DELIVERABLES:

1. **Procurement Policy** – Submit procurement policy with supporting documentation.

Q4 TASK 3: LOCAL EM GENERAL REVENUE EXPENDITURE RECONCILIATION

EXPENDITURE RECONCILIATION & CLOSEOUT

To finalize the match process initiated in Quarter 1 (Q1 Task 4), the Recipient must demonstrate that its actual expenditures aligned with the certified local match requirements at the close of the grant cycle.

To demonstrate successful completion, the Recipient must submit the following into DEMES no later than **August 30, 2027** (as part of closeout).

DELIVERABLES:

1. **General Ledger (GL) Report** – A copy of the local EM general revenue expenditure (general ledger) report as of **6/30/2027**, establishing that the actual matching funds were successfully expended in furtherance of local emergency management operations.
2. **Equipment Listing** – Provide a listing of equipment purchased utilizing EMPA funding in the amount of \$5,000 or more. The listing of equipment purchased should be formatted in Microsoft Excel and include, at a minimum, columns clearly identifying the equipment, the date of purchase, the purchase price, the status of the equipment (received or in transit -- if not received, projected date to be received), and corresponding information that reconciles to the GL Report provided.

3. **Invoices** – Provide all respective invoices for equipment purchased utilizing EMPA funding in the amount of \$5,000 or more (invoices should match and be in the order listed on the Microsoft Excel equipment list).

Q4 TASK 4: F-ROC INTEGRATION – POST-DISASTER QUESTIONNAIRE (PDQ)

To ensure operational readiness to execute the F-ROC workflow during a real-world disaster event, the county must establish clear administrative protocols for deploying, filling out, and submitting the Post-Disaster Questionnaire (PDQ) within the standard post-incident window required by FDEM.

To demonstrate successful completion, the Recipient must submit the following in DEMES by **August 15, 2027**.

DELIVERABLES:

1. **PDQ Operational Protocol** – A formal local protocol (signed by the EM Director) outlining the local workflow, designated staff roles, and internal timelines for completing and submitting the F-ROC Post-Disaster Questionnaire (PDQ) to FDEM following an emergency declaration. For technical assistance, contact the F-ROC Office at F-ROC@em.myflorida.com.

Q4 REPORTING REQUIREMENTS

Quarter 1	Quarter 2	Quarter 3	Quarter 4
N/A	N/A	N/A	Deliverables Due

PAYMENTS AND DOCUMENTATION REQUIREMENTS: The Recipient must perform the minimum requirements for each task and deliverable as indicated to receive payment.

FINANCIAL CONSEQUENCES: Section 215.971, FS, requires the Agency, as the recipient of State funding, to apply financial consequences, including withholding a portion of funding up to the full amount if the Recipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks.

Failure to successfully complete any of the required tasks, as demonstrated by the failure to satisfy and submit the applicable deliverables (including the mandatory quarterly F-ROC deliverables and Q1 budget match certifications) by their specified deadlines, shall result in a reduction of ten percent (10%) of the quarterly fixed reimbursement amount (\$2,645.15 of the \$26,451.50 quarterly allocation) for each required deliverable not completed, satisfied, and submitted by the deadline. This 10% reduction applies cumulatively on a per-deliverable basis for any missed quarterly task during the affected quarter.

**STATE FY 2026–2027 EMPA AGREEMENT
ATTACHMENT A1
ALLOWABLE COSTS AND ELIGIBLE ACTIVITIES**

The 2026 EMPA Funding Guidance allowable costs are divided into the following categories: **Planning, Operational, Equipment, Training, Exercise, and Management and Administration.**

1) PLANNING

Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

Plans should have prior review and approval from the respective FDEM state program. Funds may not be reimbursed for any plans that are not approved.

EMPA Program funds may be used to develop or enhance emergency management planning activities. Some examples include, but are not limited to:

- Emergency Operation Plans/ Local Comprehensive Emergency Management Planning
- Communications Plans
- Administrative Plans
- Whole Community Engagement/Planning
- Resource Management Planning
- Sheltering and Evacuation Planning
- Recovery Planning
- Continuity Plans

For planning expenditures to qualify for reimbursement under this Agreement, the Recipient must submit a final plan to FDEM for approval. As part of any request for reimbursement for planning expenditures, the Recipient must submit the following:

- a) Copies of contracts or agreements prior to contracting with consultants or sub-contractors providing services.
- b) Invoice from any consultant/contractor involved in the planning.
- c) Copies of all planning materials and work product (e.g. meeting documents, copies of plans).
- d) If a meeting was held by Recipient, an agenda and sign-in sheet with meeting date.
- e) Proof of payment (e.g. credit card statement, Bank Statement).
- f) Complete debarment form and/or Sam.gov for any contractors/consultants.
- g) Proof of Procurement method (e.g. quotes, and/or solicitation).

2) OPERATIONAL

EMPA Program funds may be used for all day-to-day preparedness activities in support of the four phases of emergency management (preparedness, response, recovery, and mitigation).

Rules 27P-19.004 and 27P-19.006, Florida Administrative Code (FAC), outline the minimum performance level (definition below). Each Emergency Management staff person must be available to work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within the jurisdiction on a 24-hour basis.

Eligible “**Operational Cost**” items include, but are not limited to:

- a) Salaries and Fringe Benefits
- b) Utilities (electric, water and sewage)
- c) Service/Maintenance agreements (provide vendor debarment and service agreement for contractual services)

- d) Office Supplies/Materials
- e) IT Software Upgrades
- f) Memberships
- g) Publications
- h) Postage
- i) Storage
- j) Other Personnel/Contractual Services
- k) Reimbursement for services by a person(s) who is not a regular or full-time employee filling established positions. This includes but is not limited to temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
- l) Consultant Services require a pre-approved Contract or purchase order by FDEM. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the grant manager for FDEM for review.

Funding for Critical Emergency Supplies

Critical emergency supplies – such as shelf stable products, water, and basic medical supplies—are an allowable expense under EMPA. DHS/FEMA must approve a state’s five-year viable inventory management plan prior to allocating grant funds for stockpiling purposes. The five-year plan should include a distribution strategy and related sustainment costs if the grant expenditure is over \$100,000.

Operational Costs Supporting Documentation

If the Recipient seeks reimbursement for operational activities, then the following shall be submitted:

- a) For salaries, provide copies of payroll expenditure reports.
- b) Expense items need to have copies of invoices, or receipts and proof of payment (credit card statements, bank statements). All documentation for reimbursement amounts must be clearly visible and defined (i.e., highlighted, underlined, circled on the required supporting documentation).
- c) Funding may not be used to purchase clothing used for everyday wear by emergency management employees or other personnel.
- d) Clothing, uniforms, undergarments, jackets, vests, etc. are also allowable for CERT members as listed under the Authorized Equipment List (AEL), which is a list of approved equipment types allowed under FEMA’s preparedness grant programs.
- e) For a complete list of other eligible clothing and protective gear allowable for purchase with EMPA funding, applicants, recipients, and FEMA staff are encouraged to refer to the [AEL website](#) for the most up to-date information.

Please Note: You can only charge 1% of the total award amount for promotional items. Promotional items should be strictly limited to those items tied to an approved education or outreach campaign associated with the award. Clear documentation shall be provided demonstrating that the items are an essential requirement to the award, clearly demonstrating they are not for general marketing.

Allowable costs shall be determined in accordance with applicable Federal Office of Management and Budget Circulars, or, in the event no circular applies, by 2 C.F.R. Part 200 CONTRACT COST PRINCIPLES AND PROCEDURES. Please contact your grant manager should you have questions or concerns.

3) EQUIPMENT

- a) Pursuant to Rule 27P-19.010, FAC, disbursement of allowable equipment costs shall be determined in accordance with applicable Federal Office of Management and Budget Circulars, or, in the event no circular applies, by 2 C.F.R. part 200-CONTRACT COST PRINCIPLES AND PROCEDURES.
- b) If an item qualifies as reasonable and necessary and the item is EMPG-coded on the FEMA AEL, then the Recipient does not need to obtain prior permission from FDEM to purchase the item in order to seek reimbursement.
- c) If the Recipient seeks reimbursement for the purchase of an item that is not EMPG-coded on the FEMA AEL, then the Recipient must receive permission from FDEM prior to purchasing the item. If the Recipient purchases such an item without receiving permission from FDEM beforehand, then FDEM

will not provide any reimbursement for that purchase.

- d) Recipients should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances.
- e) Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2C.F.R Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.
- f) Allowable equipment includes equipment from the following AEL categories:

Category Name	Category Number
Personal Protective Equipment (PPE)	1
Information Technology	4
Cybersecurity Enhancement Equipment	5
Interoperable Communications Equipment	6
Detection Equipment	7
Power Equipment	10
Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Ref. Materials	11
CBRNE Incident Response Vehicles	12
Physical Security Enhancement Equipment	14
CBRNE Logistical Support Equipment	19
Other Authorized Equipment	21

Equipment Acquisition Costs Supporting Documentation

- Provide copies of invoices, or receipts, proof of payment, i.e., credit card statements, bank statements or front and back of canceled checks).
- Provide the Authorized Equipment List (AEL) # for each equipment purchase.

4) TRAINING

EMPA training funds may be used for a range of emergency management-related training activities to enhance the capabilities of state and local emergency management personnel through the establishment, support, conduct, and attendance of training. 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.

The Recipient can successfully complete an authorized course either by attending or by conducting that course. The following are required to receive payment for a training course:

- When attending a course, the Recipient must provide a certificate of completion; all receipts that document the costs incurred by the Recipient in order to attend the course.
- When conducting a course, the Recipient must provide the course sign-in sheet with all receipts that document the costs incurred by the Recipient in order to conduct the course.
- When conducting a workshop, the Recipient must provide workshop sign-in sheets, materials used for workshop, and all receipts that document the costs incurred by the Recipient in order to conduct the workshop.

Please note that for training, a minimum of fifteen (15) participants must be in attendance to justify the cost of holding a course or workshop. Unless the Recipient receives advance approval from the STO for the number of participants, then FDEM must reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than fifteen (15) participants.

Allowable training-related costs include the following:

- a) **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 Integrated Preparedness Program (IPP) and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses states are encouraged to apply the Analyze, Design, Develop, Implement and Evaluate (ADDIE) model for instruction design.

- b) **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.
- c) **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.
- d) **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.
- e) **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.

Conferences

FDEM recognizes the important role that conferences can play in the professional development of emergency managers. Rule 69I-42.002(3), FAC, which is defined as the coming together of persons with a common interest or interests for the purpose of deliberation, interchange of views, or for the removal of differences or disputes and for discussion of their common problems and interests. The term also includes similar meetings such as seminars and workshops which are large formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion, and work in some specific field or on a governmental problem or problems. A conference does not mean the coming together of agency or interagency personnel.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, and provided any related travel complies with the requirements of Rule 69I-42.004, FAC, travel expenses for the purpose of attendance at a conference or convention may qualify for reimbursement under this Agreement.

In pertinent part, Rule 69I-42.004(1), FAC, states “No public funds shall be expended for attendance at conferences or conventions unless:

- The main purpose of the conference or convention is in connection with the official business of the state and directly related to the performance of the statutory duties and responsibilities of the agency participating.
- The activity provides a direct educational or other benefit supporting the work and public purpose of the person attending.
- The duties and responsibilities of the traveler attending such meetings are compatible with the objectives of the conference or convention.
- The request for payment of travel expenses is otherwise in compliance with these rules.”

Requests for reimbursement for payment of the registration fee or for a conference or convention must include:

- A statement explaining how the expense directly relates to the Recipient’s successful performance of a task outlined in this Agreement.
- A copy of those pages of the agenda that itemizes the registration fee.
- A copy of local travel policy.
- A copy of the travel voucher or a statement that no travel costs were incurred, if applicable.

Class A, Class B, and Class C Travel

- Class A travel is continuous travel of 24 hours or more away from official headquarters. The travel day for Class A is based on a calendar day (midnight to midnight).
- Class B travel is continuous travel of less than 24 hours which involves overnight absences away from official headquarters. The travel day for Class B travel begins at the same time as the travel period.
- Class C travel is short or day trips in which the traveler is not away from his/her official headquarters overnight. Class C allowances are currently not authorized for reimbursement.

Meal Allowance and Per Diem

When a meal is included in a registration fee, the meal allowance must be deducted from the reimbursement claim, even if the traveler decides for personal reasons not to eat the meal. More specifically, Section 112.061(6)(c), FS, states, “No one, whether traveling out of or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the state”. A continental breakfast is considered a meal and must be deducted if included in a registration fee for a convention or conference. However, in the case where a meal is provided by a hotel or airline, the traveler shall be allowed to claim the meal allowance provided by law.

Meal Allowance Per Section 112.061(6)(b), FS:
\$6 for breakfast (when travel begins before 6 a.m. and extends beyond 8 a.m.);
\$11 for lunch (when travel begins before 12 noon and extends beyond 2 p.m.);
\$19 for dinner (When travel begins before 6 p.m. and extends beyond 8 p.m. or when travel occurs during nighttime hours due to special assignment.).
Per Diem Allowance Per Section 112.061(a), FS.
• Per diem shall be calculated using four (4) six-hour periods (quarters) beginning at midnight for Class A or when travel begins for Class B travel. • Travelers may only switch from actual to per diem while on Class A travel on a midnight-to-midnight basis. • A traveler on Class A or B travel that elects to be reimbursed on a per diem basis is allowed \$20.00 for each quarter from the time of departure until the time of return.

Reimbursement for Meal Allowances That Exceed the State Rates

FDEM shall not reimburse for any meal allowance that exceeds \$6 for breakfast, \$11 for lunch, or \$19 for dinner unless:

- For counties – the requirements of Section 112.061(14), Florida Statutes, are satisfied.
- The costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient’s written travel policy (in other words, the reimbursement rates apply uniformly to all travel by the Recipient).
- The costs do not exceed the reimbursement rates established by the United States General Services Administration (“GSA”) for that locale see <https://www.gsa.gov/portal/content/104877>.

Hotel Accommodations

- A traveler may not claim per diem or lodging reimbursement for overnight travel within fifty (50) miles (one-way) of his or her headquarters or residence unless the circumstances necessitating the overnight stay are fully explained by the traveler and approved by FDEM.
- Absent prior approval from FDEM, the cost of any hotel accommodation shall not exceed \$175 per night.

Training Costs Supporting Documentation

- Copies of contracts or agreements with consultants or subcontractors providing services.
- Copies of invoices, receipts and cancelled checks, credit card statements and bank statements for proof of payment.
- Copies of the agenda, certificates and/or sign in sheets (if using prepopulated sign in sheets they must

be certified by the Emergency Management Director or Lead Instructor verifying attendance).

For travel and conferences related to EMPA 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.
- Copies of the agenda from the Conference must be provided. Proof of payment is also required for all travel and conferences. If the 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 Recipient must provide documentation that: The costs are reasonable and do not exceed charges normally allowed by the Recipient in its regular operations as a result of the Recipient's written travel policy; and participation of the individual in the travel is necessary to meet the requirements of the awarded funding.

5) **EXERCISES**

Exercises conducted with grant funds should test and evaluate performance towards meeting capability targets established in a jurisdiction's Integrated Preparedness Program (IPP) for the core capabilities needed to address its greatest risks.

Allowable Exercise-Related Costs

- **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. Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises shall 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, shall be identified in the After-action report with Improvement Plan and addressed in the exercise cycle.
- **Hiring of Contractors or Consultants:** Contractors or consultants may be hired to support direct exercise activities as well as support design, development, conduct and evaluate exercises. 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.
- **Overtime and Backfill:** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the local government. 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.
- **Travel:** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.
- **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, fuel, and disposable protective equipment).
- **Other Items:** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Recipients are encouraged to use free public space/locations, whenever available, 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.

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

Unauthorized Exercise-Related Costs

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.
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.

If the recipient seeks reimbursement for exercise activities, then the following shall be submitted:

- Documentation clearly indicating the purpose/objectives of the exercise (e.g. Situation Manual, Exercise Plan);
- After-action report with Improvement Plan (AAR/IP), Sign-In sheets, Agenda;
- Receipts and proof of payment (e.g. canceled check, electronic funds transfer confirmation, credit card statement, bank statement) for supplies expenditures (e.g. copying paper, gloves, tap, etc.);
- Invoices and proof of payment for Travel costs (e.g., internal travel voucher, airfare, mileage, per diem, hotel) related to exercise activities;
- Proof of purchase methodology, if applicable (e.g. quotes, sole source, state contract, competitive bid results).

No later than 90 days after completion of an exercise, the recipient must upload to DEMES an After Action Report (AAR) that includes an improvement plan and a roster of participants.

6) MANAGEMENT AND ADMINISTRATIVE (M&A)

M&A activities directly relate to the management and administration of EMPA Program funds, such as financial management and monitoring. Salaries of state and local emergency managers are not typically categorized as M&A, unless the state or local EMA chooses to assign personnel to specific M&A activities. Supporting documentation for M&A costs consist of:

- Copies of certified timesheets with employee and supervisor signature documenting hours worked or FDEM Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, and payroll expenditure reports);
- Costs for M&A activities are allowed up to 5% of the total award amount.

Supplanting Prohibited

Section 252.372, Florida Statutes, states that the monies from the EMPA Trust Fund “may not be used to supplant existing funding.” Additionally, Rule 27P-19.003(3), Florida Administrative Code, states: “Funds received from the [EMPA] Trust Fund may not be used to supplant existing funding, nor shall funds from one program under the Trust Fund be used to match funds received from another program under the Trust Fund.”

7) OTHER CRITICAL INFORMATION

Rule 27P-19.010(11), FAC, states: “Allowable costs shall be determined in accordance with applicable Federal Office of Management and Budget Circulars...” Therefore, unless a specific exception applies, 2 C.F.R. Part 200 Subpart A (Definitions) and Subpart E (Cost Principles) shall apply to this Agreement.

To qualify for reimbursement under the terms of this Agreement, an expense incurred by the Recipient must be reasonable and necessary for the successful completion of a task required by this Agreement. If an expense fails to qualify as either reasonable or necessary to successfully complete a task, then FDEM shall not provide any reimbursement for that expense.

NOTE: This Scope of Work recognizes that each Recipient might be at a different level of preparedness than another Recipient, operates within a unique geography, faces unique threats and hazards, and serves a unique population.

Therefore, what might qualify as reasonable and necessary for one Recipient to successfully complete a task under this Agreement might not qualify as reasonable and necessary for another Recipient to successfully complete a task. Conversely, what might not qualify for one may qualify for another.

To avoid a “one size fits all” approach, this Agreement provides some level of flexibility. If a unique cost (e.g. equipment not listed on the EMPG AEL) qualifies as reasonable and necessary for the successful completion of a task under this Agreement, and if the Recipient receives permission from FDEM prior to incurring that unique cost, then FDEM shall reimburse the Recipient for that cost.

Performance

To qualify for reimbursement under the terms of this Agreement, the Recipient’s performance must satisfy the minimum level of service required for the successful completion of a task required by this Agreement. If the performance fails to satisfy the minimum level of service, then FDEM shall not provide any reimbursement for that performance.

8) INDIRECT COSTS

Indirect costs is allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Recipients with a negotiated cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Recipients that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at time of application. Post-award requests to charge indirect cost will be considered on case-by-case basis and based upon the submission of an agreement or proposal.

9) PROCUREMENT

All Procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in 2 C.F.R. Part 200, Chapter 287, Florida Statutes, any local procurement policy.

Per 2 C.F.R. §§ 200.318 through 200.326, Recipients are required to adhere to certain procurement standards for entering contracts for personnel or services. This includes full and open competition, methods of procurement to follow, federal or passthrough entity review, and including federal provisions into contracts.

10) 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 (that is, deny both use of funds and any applicable matching credit for) 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.

**STATE FY 2026–2027 EMPA AGREEMENT
ATTACHMENT A2
PROPOSED PROGRAM BUDGET DETAIL WORKSHEET**

The Recipient shall use the Emergency Management Preparedness and Assistance (“EMPA”) Trust Fund monies authorized by this Agreement in order to complete the tasks outlined in the Scope of Work (Attachment A).

The “Proposed Program Budget Detail Worksheet” serves as a guide for both the Recipient and FDEM during the performance of the tasks outlined in the Scope of Work (Attachment A).

Prior to execution of this Agreement, the Recipient shall complete the “Proposed Program Budget Detail Worksheet” listed below. If the Recipient fails to complete the “Proposed Program Budget Detail Worksheet”, then FDEM shall not execute this Agreement.

After execution of this Agreement, the Recipient may change the allocation amounts in the “Proposed Program Budget Detail Worksheet.” If the Recipient changes the “Proposed Program Budget Detail Worksheet”, then the Recipient’s quarterly reports must include an updated “Proposed Program Budget Detail Worksheet” to reflect current expenditures.

BUDGET SUMMARY AND EXPENDITURES

RECIPIENT: Martin County
AGREEMENT: A0731

1. PLANNING	\$ 0
2. OPERATIONAL	\$ 102,236.00
3. EQUIPMENT	\$ 0
4. TRAINING	\$ 3,570.00
5. EXERCISE	\$ 0
6. MANAGEMENT AND ADMINISTRATION	\$ 0
7. TOTAL AWARD	\$ 105,806.00

**STATE FY 2026-2027 EMPA AGREEMENT
PROPOSED PROGRAM BUDGET DETAIL WORKSHEET - ELIGIBLE ACTIVITIES
(Not limited to activities below)**

Allowable Planning Costs	Quantity	Unit Cost	Total Cost
Emergency Operations Plan			
Salaries and Fringe Benefits			
Supplies			
Travel/per diem related to planning activities			
TOTAL PLANNING EXPENDITURES			\$ 0
Allowable Operational Costs	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits	3	27,400	82,200.00
Utilities (electric, water and sewage)			
Service/Maintenance agreements	8	1,875.00	15,000.00
Supplies/Materials	Various	4,450.00	4,450.00
Memberships	4	146.50	586.00
Publications			
Postage			
Storage			
TOTAL OPERATIONAL EXPENDITURES			\$102,236.00

Allowable Equipment Acquisition Costs	Quantity	Unit Cost	Total Cost
Personal protective equipment			
Information technology			
Cybersecurity enhancement equipment			

Interoperable communications equipment			
Detection Equipment			
Power equipment			
CBRNE Reference Materials			
CBRNE Incident Response Vehicles			
Physical Security Enhancement Equipment			
Logistics			
Other authorized equipment costs			
21GN-00-OCEQ - Equipment and Supplies, Information/Emergency Operations/Fusion Centers (provide description of EOC equipment & supplies)			

TOTAL EQUIPMENT EXPENDITURES			\$ 0
Allowable Training Costs	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits			
Develop, Deliver Training			
Workshops and Conferences	2	1,785	3,570.00
Certification/Recertification of Instructors			
Travel			
Supplies			
Overtime and Backfill			
TOTAL TRAINING EXPENDITURES			\$ 3,570.00

Allowable Exercise Costs	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits			
Design, Develop, Conduct and Evaluate an Exercise in accordance with Homeland Security Exercise and Evaluation Program (HSEEP) standards			
Exercise Planning Workshop			
Travel			
Supplies			
Overtime and Backfill			

TOTAL EXERCISE EXPENDITURES			
Allowable Management and Administration Costs <i>(Up to 5% of total award)</i>	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits			
TOTAL MANAGEMENT AND ADMINISTRATION EXPENDITURES			
TOTAL EXPENDITURES			\$105,806.00

REVISION # _____ DATE: 07/06/2026

**STATE FY 2026–2027 EMPA AGREEMENT
ATTACHMENT A3
QUARTERLY REPORTS**

Recipients must provide FDEM with quarterly financial reports as well as a final close-out report. Quarterly financial reports are due to FDEM no later than forty-five (45) days after the end of each quarter of the program year and must 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.

Reporting Period	Report due to FDEM no later than
July 1 through September 30	November 15
October 1 through December 31	February 15
January 1 through March 31	May 15
April 1 through June 30	August 15

All supporting documentation shall be provided by the Recipient upon submission of each quarterly financial report as well as the final close-out report; more specifically:

- FDEM shall accept back up documentation by email if the County is not able to upload the documents in DEMES.
- The Quarterly Tasks form 1B is due with each quarterly financial report. This form identifies all Emergency Management personnel's required training completed (or working towards completion) as well as quarterly deliverables during the Agreement period.
- In order to ensure compliance with Rule 27P-19.011, Florida Administrative Code, the Local Budget Match Requirement Form shall be completed and sent when the Local County Budget is approved or by **November 15, 2026**. The County shall provide a copy of the current Emergency Management Local Budget (General Revenue) including approved budget date with the form. If the County's current budget is lower than the previous year, or the average of the last three years, the county is required to request a waiver no later than forty-five (45) days after the county's budget is approved.
- In a format provided by FDEM, Reporting Form 4 – Staffing Detail and position descriptions of each funded county emergency management staff shall be submitted no later than **November 15, 2026**, or along with the 1st quarter reimbursement submission, whichever occurs first.
- The final close-out report is due sixty (60) days after termination of this Agreement or by **August 30, 2027**, or 60 days after completion of activities contained in this Agreement, whichever occurs first.
- An administrative closeout may be conducted when a recipient is not responsive to FDEM's reasonable efforts to collect required reports, forms, or other documentation needed to complete the standard award and/or closeout process.
 - FDEM will make three written attempts to collect the required information before initiating an administrative close-out.
 - If an award is administratively closed, FDEM may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future award.

**STATE FY 2026–2027 EMPA AGREEMENT
ATTACHMENT B
JUSTIFICATION OF ADVANCE PAYMENT**

RECIPIENT NAME: _____

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 CATEGORY/LINE ITEMS (list applicable line items)	Fiscal Year 2026 Anticipated Expenditures for First Three Months of Contract
<u>For example:</u> ADMINISTRATIVE COSTS:	
<u>For example:</u> PROGRAM EXPENSES	
TOTAL EXPENSES:	

LINE-ITEM JUSTIFICATION: For each line item, 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 contract term. Support documentation should include, but is not limited to, the following: quotes for purchases, delivery timelines, salary and expense projections, etc. to provide FDEM reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to FDEM Cashier, 2489 Shumard Oak Boulevard, Tallahassee, Florida 32311, within thirty (30) days of receipt, along with any interest earned on the advance.

****REQUESTS FOR ADVANCE PAYMENTS WILL BE CONSIDERED ON A CASE-BY-CASE BASIS****

Signature of Recipient/Subcontractor's Authorized Official

Date

Name and Title of Recipient/Subcontractor's Authorized Official

**STATE FY 2026–2027 EMPA AGREEMENT
ATTACHMENT C
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 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 Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

Signature

Recipient's Name

Name and Title

FDEM Agreement Number

Street Address

Project Number

City, State, Zip

Date

**STATE FY 2026–2027 EMPA AGREEMENT
ATTACHMENT D
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. 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 allowed 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

1. All procurement transactions shall be done in a manner to provide open and free competition. 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.
2. 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.
3. 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. All bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct

Recipient warrants the following:

1. The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.
2. 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.
3. 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.
4. 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.

Business Hours

At least one employee of the Recipient must be physically onsite from Monday thru Friday during the hours of 8:00am-5:00pm. Should the Recipient move to a hybrid in-person / remote work schedule, employees are to be onsite three (3) days a week from 8:00am-5:00pm.

Licensing and Permitting

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

**STATE FY 2026–2027 EMPA AGREEMENT
ATTACHMENT E
STATEMENT OF ASSURANCES**

The Recipient hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R. Part 200; Executive Order 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 C.F.R., Part 66, Common Rule, that govern the application, acceptance, and use of federal funds for this federally-assisted project. Also, the Recipient assures and certifies that:

1. It will comply with the requirements of provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (Public Law 91-646), which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
2. 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.).
3. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
4. 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.
5. 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.
6. It will comply with all requirements imposed by the federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will ensure that the facilities under its ownership, lease, or supervision that shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal grantor agency 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.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (See 36 C.F.R Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
10. It will comply, and assure the compliance of all its Recipients and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
11. It will comply with the provisions of 28 C.F.R. applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice

Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 C.F.R. Part 35 and Part 39.
13. 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.
14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
15. It will comply with the provisions of the Coastal Barrier Resources Act (Public Law 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
16. It will comply with the Drug-Free Workplace Act of 1988, and implemented at 28 C.F.R. Part 67, Subpart F, for grantees, as defined at 28 C.F.R. Part 67 Sections 67.615 and 67.620.