TREASURE COAST REGIONAL PLANNING COUNCIL

MEMORANDUM

To: Council Members
From: Staff
Date: July 12, 2019
Subject: 2019-2020 Florida Division of Emergency Management Grant Agreement

Introduction

Annually, each regional planning council is asked to enter into a grant agreement with the Florida Division of Emergency Management (FDEM) for hazardous materials technical assistance to the region. The grant agreement is administered by the FDEM and implemented by the Treasure Coast Regional Planning Council staff and Emergency Programs/Local Emergency Planning Committee (TCLEPC) Coordinator. Council ensures quarterly meetings of the TCLEPC; updates to the Regional Hazardous Materials Response Plan; technical assistance to the region’s facilities that store, generate, use, and transport Extremely Hazardous Substances; and provision of hazardous materials training, planning and exercises in support of preparedness and operational readiness of the region’s first responders, facilities and community populations.

Background

Funding for the 2019-2020 Hazardous Materials Local Emergency Planning Committee Technical Assistance Grant is $80,000 to carry out the scope of work. The scope of work has been expanded this year to include education and outreach for shelter-in-place, evacuation workshops, Emergency Community Right-To-Know Act, and the TCLEPC mission. Exhibit A of the attached grant agreement contains the scope of work and compensation.

Recommendation

Council should authorize the Chair to execute the contract agreement and the Executive Director to execute minor modifications to the agreement on behalf of Council.

Council Action: July 19, 2019

Commissioner Smith from Martin County moved approval of the staff recommendation. Councilmember Marino from the City of Palm Beach Gardens seconded the motion, which carried unanimously.

Attachment
STATE-FUNDED GRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Treasure Coast Regional Planning Council, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) LAWS, RULES, REGULATIONS, AND POLICIES

a. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

b. In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.
(2) CONTACT

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

i. Monitor and document Recipient performance; and,

ii. Review and document all deliverables for which the Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Donna T. Ray
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-815-4314
Email: donna.ray@em.myflorida.com

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

Kathryn E. Boer
421 SW Camden Avenue
Stuart, Florida 34994
Telephone: (772) 221-4060
Email: Kboer@tcrpc.org

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(3) TERMS AND CONDITIONS

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

(4) EXECUTION

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

(5) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(6) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Scope of Work and Budget, Attachment A of this Agreement.
(7) PERIOD OF AGREEMENT

This Agreement shall begin July 1, 2019 and shall end on June 30, 2020, unless terminated earlier in accordance with the provisions of Paragraph (16) TERMINATION. In accordance with Section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(8) FUNDING

a. This is a fixed-fee Agreement, subject to the availability of funds.

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

c. The Division will pay the Recipient only for the successful completion of each deliverable. The maximum payment amount for each deliverable is outlined in Attachment A of this Agreement ("Scope of Work and Budget"). The maximum payment amount for the entirety of this Agreement is $80,000.00.

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

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

e. The Division's Grant Manager, as required by Section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.

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

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

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

(9) RECORDS
a. As a condition of receiving state financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient’s personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term “Recipient” includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

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

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

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

e. The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work and Budget - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(10) AUDITS

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

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

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

d. The Recipient shall have all audits completed by an independent auditor, which is defined in Section 215.97(2)(l), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable
provisions noted above. The audits must be received by the Division 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:

i. The Division of Emergency Management
   DEMSingle_Audit@em.myflorida.com
   OR
   Office of the Inspector General
   2555 Shumard Oak Boulevard
   Tallahassee, Florida 32399-2100

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

(11) REPORTS

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

b. Quarterly reports are due to the Division no later than 30 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 March 31, June 30, September 30, and December 31.

c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever occurs first.

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

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

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

(12) MONITORING
a. The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the 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 Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits conducted in accordance with paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division 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, the Division will monitor the performance and financial management by the Recipient throughout the period of agreement to ensure timely completion of all tasks.

(13) LIABILITY

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

b. Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this agreement.

(14) DEFAULT

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

a. If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division 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 the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

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

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

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

(15) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

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

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

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

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

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

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

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

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

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

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

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division 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 the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(16) TERMINATION

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

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

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

d. In the event this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of this Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division 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 the Division from the Recipient is determined.

(17) SUBCONTRACTS

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

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Fla. Stat.

(18) ATTACHMENTS

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

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
c. This Agreement has the following attachments:
   Exhibit 1 - Funding Sources
   Attachment A – Scope of Work and Budget
   Attachment B – Program Statutes and Regulations
   Attachment C – LEPC Financial Invoice Form
   Attachment D – Justification of Advance Payment
   Attachment E – Warranties and Representations
   Attachment F – Certification Regarding Debarment
   Attachment G – Statement of Assurances
   Attachment H – Close Out Report
   Attachment I – Quarterly Progress Report Form

(19) PAYMENTS
   a. Any advance payment under this Agreement is subject to Section 216.181(16), Florida
      Statues. All advances are required to be held in an interest-bearing account. If an advance payment
      is requested; the budget data on which the request is based and a justification statement shall be included
      in this Agreement as Attachment D. Attachment D will specify the amount of advance payment needed
      and provide an explanation of the necessity for and proposed use of these funds. No advance shall be
      accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced
      payment. After the initial advance, if any, payment shall be made on a fixed-fee basis as needed.
   b. Invoices shall be submitted in accordance with Attachment A and shall include the supporting
      documentation for the project or services. The final invoice shall be submitted within sixty (60) days after
      the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of
      quarterly invoices shall be submitted to the Division grant manager as part of the Recipient’s quarterly
      reporting as referenced in paragraph (11) REPORTS of this Agreement.
   c. If the necessary funds are not available to fund this Agreement as a result of action by the
      United States Congress, the federal Office of Management and Budgeting, the State Chief Financial
      Officer or under paragraph 8 of this Agreement, all obligations on the part of the Division to make any
      further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty
      days of receiving notice from the Division.

(20) REPAYMENTS
   All refunds or repayments due to the Division under this Agreement are to be made payable to
   the order of “Division of Emergency Management,” and mailed directly to the following address:
   Division of Emergency Management
   Cashier
   2555 Shumard Oak Boulevard
In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(21) **MANDATED CONDITIONS**

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

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

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

f. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
g. Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the state government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (21)(g)(ii) of this certification; and

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

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

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

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

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

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

k. The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Recipient created or received under this Agreement.

l. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division’s obligation to pay the contract amount.
m. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA"). The Division 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 the Division.

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

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

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

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

r. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

s. The Division 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), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iraq 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.

(22) LOBBYING PROHIBITION

a. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aid 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 the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

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

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

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

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

d. If the Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Recipient shall become the sole property of the Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Recipient, under this Agreement, for Florida government purposes.

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

(25) ASSURANCES
The Recipient shall comply with any Statement of Assurances incorporated as Attachment G.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:
TREASURE COAST REGIONAL PLANNING COUNCIL

By: ________________________________

Name and title: ________________________________

Date: ________________________________

FID# ________________________________

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

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: ________________________________

Name and Title: ________________________________

Date: ________________________________
EXHIBIT – 1

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES.

State Project -

State awarding agency: Florida Division of Emergency Management
Catalog of State Financial Assistance title: Emergency Management Projects
Catalog of State Financial Assistance number: 31.067

$80,000.00 (amount)

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. Florida Emergency Planning and Community Right-To-Know Act (Chapter 252, Part II, Florida Statutes)

NOTE: 2 C.F.R. Part 200, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.
Attachment A
Scope of Work and Budget

This Attachment A forms an integral part of the Agreement between the State of Florida, Division of Emergency Management and Treasure Coast Regional Planning Council.

On October 17, 1986, Congress enacted the Emergency Planning and Community Right to Know Act (EPCRA), also known as Title III of the Superfund Amendments and Reauthorization Act (SARA). EPCRA requires hazardous chemical emergency planning by Federal, State and Local Governments, Indian Tribes, and Industry. Additionally, EPCRA requires industry to report on the storage, use and releases of certain hazardous materials.

At the Federal level, the U.S. Department of Environmental Protection Agency (EPA) administers EPCRA.

At the State level, the Florida Division of Emergency Management (DEM) serves as the lead agency responsible for oversight and coordination of the local planning efforts required by EPCRA. Created by Governors Executive Order and chaired by the Director of DEM, the State Emergency Response Commission (SERC) on Hazardous Materials serves as a technical advisor and information clearinghouse for State and Federal hazardous materials programs. Additionally, the SERC conducts quarterly public meetings in varying locations throughout the state. Currently, SERC membership consists of twenty-seven (27) Governor-appointed individuals who represent the interests of State and Local government, emergency services, industry and the environment.

At the local level, ten (10) Regional Planning Councils (RPCs) each oversee a Local Emergency Planning Committee (LEPC) that: (1) perform outreach functions to increase hazardous materials awareness; (2) collect data on hazardous materials stored within the geographical boundaries of the RPC; (3) develop hazardous materials emergency plans for use in responding to, and recovering from, a release or spill of hazardous or toxic substances; (4) submit hazardous materials emergency plans to the SERC for review; and, (5) provide the public with hazardous materials information upon request. LEPC membership consists of local professionals representing occupational categories such as firefighting, law enforcement, emergency management, health, environment, and/or transportation. This Agreement provides funding so that the Recipient, as an RPC, can maintain the staff capability necessary to perform the duties and responsibilities required by EPCRA.

This Scope of Work provides for the accomplishment of the duties and responsibilities of the Local Emergency Planning Committee as set forth in §301 of the Federal Emergency Planning and Community Right to Know Act, 42 U.S.C. §11001 et seq., including Division policies.
Allowable Activities
This is a fixed-fee contract to accomplish the tasks identified in the laws, statutes, regulations, and this Agreement. It is not subject to adjustment due to the actual cost experience of the Recipient in the performance of the Deliverables in the contract agreement. The amount paid is based on the weighted value of the tasks and Deliverables listed below that have been accomplished for the invoiced period. Prior to payment, the tasks performed, and Deliverables are subject to review and acceptance by Florida Division of Emergency Management. The criteria for acceptance of completed tasks and Deliverables are based on the most recent regulations, guidelines and directives related to the task and Deliverable. Specific required tasks are as follows:

**TASK 1: LEPC Meeting Support**
Weighted Value = 23%
Designate at least one employee to support the quarterly LEPC meetings. The supporting documentation for the LEPC meetings shall include the following: developing agendas and preparing minutes of the meetings in accordance with §252.90, Florida Statutes; providing timely notice to LEPC members and the general public of meeting dates and locations and other LEPC activities; publishing meeting dates in the Florida Administrative Register in accordance with Chapter 120, Florida Statutes; posting meeting agenda on the Recipient’s website at least seven days prior to the meeting in accordance with Chapter 120.525, Florida Statutes; providing timely notice of meetings to local newspapers, other appropriate media, and interested parties; providing pertinent documents and materials for distribution at the meetings; attending the meetings.

**Deliverable Due Dates - September 30, 2019, December 31, 2019, March 31, 2020, and June 30, 2020:** LEPC Meeting Agenda, Approved Meeting Minutes from prior meeting, Draft Meeting Minutes, Proof of Publication from the Florida Administrative Register, Proof of Meeting Agenda posted on Recipient’s website.

**TASK 2: SERC Meetings & Conference**
Weighted Value = 8.5%
LEPC Chairpersons and Staff will attend all quarterly State Emergency Response Commission meetings. When unable to attend, arrange for an appropriate designee, such as the LEPC Chair, Vice Chair or LEPC designate to attend. Attend all hazardous materials training courses, workshops, and conferences conducted by the Division within the District. When possible, attend national conferences (e.g., E-Plan, NASTTPO, etc.), as approved by the Division. Attending other LEPC meetings when extraneous circumstances prevent attending primary meetings and conferences.

**Deliverable Due Dates - September 30, 2019, December 31, 2019, March 31, 2020, and June 30, 2020:** Presentation, Agendas, and Sign-in Sheets
TASK 3: EPCRA Presentations  
**Weighted Value = 10%**

Per fiscal year, conduct a minimum of two (2) public presentations for interested parties within the district on the EPCRA program, including an overview of Florida’s LEPC program.

**Deliverable Due Date – June 30, 2020:** Presentation, Agendas, and Sign-in Sheets

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TASK 4: Public Availability/Notification  
**Weighted Value = 3%**

In newspapers of general circulation within the Recipient’s geographical boundaries, publish a minimum of one (1) public availability of information notification pursuant to §324(b) of EPCRA per fiscal year.

**Deliverable Due Date – June 30, 2020:** Proof of Publication

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TASK 5: LEPC Emergency Response Plan  
**Weighted Value = 7.5%**

Prepare and update the LEPC Hazardous Materials Emergency Response Plan. The LEPC plan shall include each of the planning provisions outlined in §303(c) of EPCRA and consist of the following:

1. Identification of facilities, within the counties in the district, that are subject to the requirements of §302 of EPCRA.

2. Hazards and Vulnerability Analyses of the chemicals covered under §302 of EPCRA consistent with §303 of EPCRA, and the provisions of NRT-1 and “Technical Guidance for Hazards Analysis.”

3. A Risk Analysis of the chemicals covered under §302 of EPCRA, consistent with §303 of EPCRA, and with the provisions of NRT-1 and “Technical Guidance for Hazards Analysis.”

4. The work product submitted by the Recipient to fulfill this plan development task is not required to include Hazards, Vulnerability, and Risk Analyses appearing verbatim in the county information; however, the work product shall include a complete listing of sites for which Hazards, Vulnerability, and Risk Analyses have been performed. This listing must include, at a minimum, facility name, facility physical address, and the county where the facility is located.

**Deliverable Due Date – June 30, 2020:** Updated LEPC Hazardous Materials Emergency Response Plan and approval documentation. All LEPC Emergency Response Plan documentation is required to be uploaded to the SharePoint Portal.
Task 6: Technical Assistance  
*Weighted Value = 10%*

Proactively provide hazardous materials-related technical assistance within the district. Technical assistance shall include the following:

1. Assist in county hazards analysis development within the LEPC district by providing technical assistance, when requested, in the development of chemical identity, vulnerability, and risk and hazards analyses of the chemicals covered under §302 of EPCRA.

2. Distribute SERC-developed hazardous materials training course information.

3. Assist the Division in scheduling and conducting hazardous materials workshops and training, including the Annual Hazardous Materials Training Symposium.

4. Assist facilities with Tier 2 filing and E-Plan within the LEPC district by providing technical assistance, when requested.

5. Assist local emergency managers and fire departments with installation and use of CAMEO and E-Plan, including how to access their corresponding Hazards Analysis data.

*Deliverable Due Dates - September 30, 2019, December 31, 2019, March 31, 2020, and June 30, 2020:* Quarterly Log of Technical Assistance Activities (See Attachment P)

Task 7: Hazmat Exercise  
*Weighted Value = 23%*

Must be Homeland Security Exercise and Evaluation Program Compliant (HSEEP).

**Option 1:** Conduct one (1) HazMat-related exercise (HSEEP Full scale or Functional Exercise) or two (2) tabletop exercises.

**Option 2:** Participate in a minimum of two (2) HSEEP Functional Exercises or tabletop exercises, full participation is required in assisting local emergency managers, hazmat facilities, and/or other organizations (e.g., schools, hospitals, local governments, etc.). Full participation is the attendance to all planning meetings, actively assisting/engaging in the exercise in some capacity and providing support/guidance with AAR/IP activities. Prior approval from Contract Manager required for this task.

*Deliverable due date – June 30, 2020:* HSEEP compliant documentation to include: Situation Manual (SitMan), Exercise Plan (ExPlan), Controller and Evaluator (C/E) Handbook, Master Scenario Events List (MSEL), Player Handout, Exercise Evaluation Guides (EEGs) as applicable per type of exercise activity. **All exercises must include:** After Action Report/Improvement Plan (AAR/IP), Sign-in sheet, Agendas.
TASK 8: Shelter in Place Presentation
Weighted Value = 5%
Provide a shelter in place presentation to the public and vulnerable facilities as it relates to hazardous material releases/spills. Task includes presentations, development of educational materials, and dissemination of information. Provide a minimum of one (1) shelter in place presentation per fiscal year within the district.

Deliverable Due Date – June 30, 2020: Agendas, Sign-in-Sheets, PowerPoint Presentation, Educational Materials

TASK 9: Training Coordination
Weighted Value = 5%
Provide for the planning and training of Hazardous Materials Emergency Preparedness (HMEP) training as well as Transportation and Community Awareness and Emergency Response (TRANSWAER) training within the district. Assist community partners with training needs they determine necessary such as CBRN Training, WebEOC Training, Homeland Security Exercise and Evaluation Program (HSEEP), Active Shooter Training, etc.

Deliverable Due Dates - September 30, 2019, December 30, 2019, March 31, 2020, June 30, 2020: Quarterly List of Training Courses Planned and Coordinated within the district

TASK 10: Quarterly Progress Report
Weighted Value = 5%
Provide the Division with a report each quarter, due by the 30th day following the end of the quarter, to include all accomplishments for the LEPC program.

Deliverable Due Dates - September 30, 2019, December 31, 2019, March 31, 2020 and June 30, 2020: Completed Quarterly Progress Report Task Form (Attachment I) submitted with corresponding Financial Invoice (Attachment C), and Quarterly Log of Technical Assistance Activities (Attachment P). All Quarterly Report submissions are required to be uploaded to the SharePoint Portal.
PROJECT COST:
For the above described tasks and deliverables, compensation shall not exceed the total maximum amount of $80,000.00.

<table>
<thead>
<tr>
<th>Task</th>
<th>Budgeted Amount</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>1: LEPC Meeting Support</td>
<td>$18,400.00</td>
<td>23%</td>
</tr>
<tr>
<td>2: SERC Meetings &amp; Conf.</td>
<td>$6,800.00</td>
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<td>3: EPCRA Presentations</td>
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<td>4: Public Avail. of Info Notice</td>
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<td>5: LEPC Emergency Plan</td>
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<tr>
<td>6: Technical Assistance</td>
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<tr>
<td>7: Hazmat Exercise</td>
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<tr>
<td>8: Shelter in Place</td>
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<tr>
<td>9: Training Coordination</td>
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</tr>
<tr>
<td>10: Quarterly Progress Report</td>
<td>$4,000.00</td>
<td>5%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$80,000.00</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

FINANCIAL CONSEQUENCES:
Failure to successfully complete each of the required tasks, as demonstrated by the failure to satisfy the applicable deliverables, shall result in the following penalty:

- Reduction of the maximum payable amount based on the applicable percentage of each task not successfully completed.

If, because of circumstances beyond the Recipient's control, the Recipient is unable to successfully perform a task required by this Agreement, then the Recipient shall notify the Division immediately. If the Division agrees that the inability to perform was directly due to circumstances beyond the control of the Recipient, then the Division will consider waiving the imposition of a financial consequence. All requests must be made in writing.