

**MODIFICATION #1 TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
INDIAN RIVER COUNTY**

This Modification is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Indian River County ("Recipient"), to modify Contract Number **A0090**, which began on July 1, 2020 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to Recipient under the State Homeland Security Grant program of **\$105,806**;

WHEREAS, the Division and the Recipient desire to modify the Agreement;

WHEREAS, the parties desire to increase the amount of funds by **\$23,150.00**;

WHEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. Paragraph 4(a) and (c) of the Agreement is hereby amended to read as follows:

(9) FUNDING CONSIDERATION

(a) This is a cost-reimbursement Agreement, Subject to the availability of funds.

(c) The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Proposed Budget Detail Worksheet (Attachment A (2)) and Scope of Work (Attachment A). The maximum reimbursement amount for the entirety of this Agreement is **\$128,956.00**

2. The funds to be disbursed under this Agreement are increased by the sum of **\$23,150.00**, so that the total funding hereunder is **\$128,956.00**. The funds subgranted to the Recipient under this Modification must be used in accordance with the following requirements as outlined in the Agreement.
3. The Scope of Work (Attachment A) to the Agreement, is hereby modified as set forth in 1st Revised Attachment A to this Modification, which is attached hereto and incorporated herein by reference.
4. The Allowable Costs and Eligible Activities – Budget Direction, Attachment A (1) to the Agreement, is hereby modified as set forth in 1st Revised Attachment A to

this Modification, which is attached hereto and incorporated herein by reference.

5. The Proposed Program Budget Detail Worksheet, Attachment A (2) to the Agreement, is here by modified as set forth in 1st Revised Attachment A to this Modification, which is attached hereto and incorporated herein by reference.
6. All provisions of the Agreement being modified and any attachments thereto in conflict with this Modification, shall be and are hereby changed to conform with this Modification, effective as of the date of the last execution of this Modification by both parties.
7. All provisions not in conflict with this Modification remains in full force and effect and are to be performed at the level specified in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

RECIPIENT: INDIAN RIVER COUNTY

By: _____

Name and Title: _____

Date: _____

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: **Jared Moskowitz, Director**

Date: _____

**FY 2020 – 2021 EMPA AGREEMENT
ATTACHMENT A – SCOPE OF WORK**

I. GENERAL POLICY

Recipient shall comply with the following requirements, and if applicable, ensure all contracts require compliance with the following requirements. In carrying out this Agreement, Recipient shall provide all necessary personnel, materials, services, and facilities, except otherwise provided herein, to carry out the program. Recipient shall designate an individual, referred to by Division as the Grant Manager, who will be responsible for ensuring that the following activities are adhered to:

- **Planning;**
- **Organization;**
- **Equipment;**
- **Training;**
- **Exercise; and**
- **Management and Administration**

The intent 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. EMPA shall be awarded to a county for the use and benefit of the County Emergency Management Agency. Funds shall be allocated to implement and administer county emergency management programs including management and administration.

Consistent with Rule 27P-19.010(11), Florida Administrative Code, the Division shall determine allowable costs in accordance with 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

II. RECIPIENT RESPONSIBILITIES

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. Each Emergency Management staff person must work the number 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 their jurisdiction.

TASKS AND QUARTERLY DELIVERABLES

Recipient must successfully complete the following tasks and deliverables throughout the period of performance. Quarterly Tasks (Form1B) will need to be provided each quarter to show completion or progress towards the completion of each task. Quarterly deliverables must be submitted to the Grant Manager's email address provided in Subparagraph 15(b) as stated in the Scope of Work. Recipient must also provide a certification of completion on the deliverable checklist.



TASK 1: CERTIFICATION OF COUNTY EMERGENCY MANAGEMENT STAFF

A. EMERGENCY MANAGEMENT STAFF

Each County Emergency Management Agency must annually certify their commitment to employ and maintain either a Full-time Director or Part-time Coordinator consistent with Rule 27P-19.005(4) and (5), Florida Administrative Code.

Pursuant to section 252.38(1)(c), Florida Statutes, the County Emergency Management Agency shall perform emergency management functions throughout the territorial limits of the county in which it is organized. Additionally, the County Emergency Management Agency shall conduct such activities outside its territorial limits as required by law and in accordance with state and county emergency management plans and mutual aid agreements.

The County Emergency Management Agency shall serve as liaison for and coordinator of municipalities' requests for state and federal assistance during post-disaster emergency operations. If the Recipient is a county with a population of 75,000 or more, then the Recipient shall employ a full-time county emergency management director. If the Recipient is a county with a population less than 75,000, or if the Recipient is a county that is a party to an inter-jurisdictional emergency management agreement entered into pursuant to section 252.38(3)(b), Florida Statutes then the Recipient shall employ either:

- An Emergency Management Coordinator who works at least twenty (20) hours a week in that capacity; or,
- A full-time director

In order to demonstrate successful completion of all required tasks for Quarter 1, the Recipient must submit the following items in the Division's SharePoint portal or WebEOC:

DELIVERABLES:

- **The Division Exhibit 4**, certification letter for the full-time Emergency Management Director or part-time Coordinator, in accordance with Rule 27P-19.004, Florida Administrative Code each quarter;
- **The Division Form 4** – Staffing Detail and position descriptions for funded emergency management staff;
- A **Quarterly Report** as outlined in Quarterly Reports (Attachment A(3)); and
- The full-time Emergency Management Director's or part-time Coordinator's **certified timesheets or paystubs**.

Reporting Requirements:

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

Supporting Documentation: Invoices, receipts, paystubs, earning statements, cancelled checks, credit card statements, bank statements for proof of payment at least equal to the amount of reimbursement requested for this quarter.

TASK 2: LOCAL BUDGET MATCH CERTIFICATION

A. QUARTERLY MATCH

Throughout the period of this Agreement, and as required by Rule 27P-19.011(1), Florida Administrative Code, the Recipient shall match base grant funds "at the amount either equal to the average of the previous three years' level 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."

NOTE: Rule 27P-19.011(1), Florida Administrative Code, states: "County general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the emergency management responsibilities assigned to the County Emergency Management Agency by section 252.38, Florida Statutes., shall not be included in determining the "level of county funding of the County Emergency Management Agency.' "

In accordance with Rule 27P-19.011(2), Florida Administrative Code, and if "exceptional financial circumstances" exist, then the Recipient may request from the Division a match reduction.

DELIVERABLES:

- **The Division Form 3** - Local Budget Match Certification;
- A copy of the current and accurate County Emergency Management Local Budget (General Revenue) including the budget approval date. All requests for a budget match reduction shall be requested no later than 45 days after the county budget has been approved;
- A copy of the local EM general revenue expenditure (general ledger) report.

Reporting Requirements:

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

TASK 3: RESPONSE CAPABILITIES

A. SITE IDENTIFICATION DATA/LOCATIONS AND HURRICANE SHELTER RETROFIT

Throughout the period of this Agreement, the Recipient must maintain current county emergency management and other contacts through the Division's SharePoint including County Director and Alternate contacts, State Mutual Aid Agreement contacts, and many more;

The Recipient must maintain SharePoint site identification data including location and attribute information for fire stations, law enforcement, emergency medical services, emergency operations center(s) and call centers;

The Recipient must maintain WebEOC site identification location and attribute information of all pre-identified County Staging Areas (CSAs) and County Points of Distribution (PODs), and;

The Recipient must complete, and upload Hurricane Shelter Retrofit information in WebEOC portal in accordance with Florida's statewide Hurricane Shelter Space Deficit Elimination program.

DELIVERABLES:

- **Attachment F** - The Recipient must maintain current county emergency management and other contacts through the Division's SharePoint including County Director and Alternate contacts, State Mutual Aid Agreement contacts, and many more;
- **Attachment F** - Maintain site data in SharePoint including location and attribute information for all fire stations, law enforcement, emergency medical services, emergency operations center(s) and call centers;
- **Attachment F** - Maintain site data in WebEOC including location and attribute information for all pre-identified sites for County Staging Areas (CSAs) and County Points of Distribution (PODs);
- **Attachment G** - Complete the Hurricane Shelter Retrofit Items A-G in the worksheet provided no later than **March 31, 2021** and upload into WebEOC.

Reporting Requirements:

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

TASK 4: RECOVERY CAPABILITIES

A. DISASTER RECOVERY CENTER LOCATIONS

Throughout the period of this Agreement, the Recipient must maintain potential Disaster Recovery Center (DRC) locations and provide basic information in WebEOC which identifies physical location, contact persons, site characteristics, interior, office characteristics, phone service, and sketches.

DELIVERABLES

- **Attachment H** – Support of Recovery capabilities (Attachment H), identify potential Disaster Recovery Center (DRC) locations and provide basic information in WebEOC.

Reporting Requirements:

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

TASK 5: Emergency Management Accreditation Program (EMAP)

EMAP is a voluntary standards, assessment, and accreditation process for disaster preparedness Programs. The standard assesses the Recipient's documentation and processes through all phases of emergency management. The standard requires an all-hazard and whole-community approach to emergency management in-line with the priorities of the Division. If a Recipient receives an "Accredited" status, it is valid for five years, after which time the Recipient must apply for reaccreditation. Recipients

undergoing reaccreditation are assessed by all of the standards as thoroughly as during their initial accreditation.

RECIPIENT QUALIFICATIONS

- Must be a Florida County with an established emergency management agency as defined in section 258.38(1), Florida Statutes; and
- Must be committed to completing, and eventually complete, the EMAP Accreditation Process.

RECIPIENT RESPONSIBILITIES

- Coordinate its EMAP Accreditation process directly with the EMAP organization;
- Provide the Division with estimated dates and dollar amounts associated with EMAP accreditation fees;
- Forward official EMAP Invoices and proof of payment to the Division as it relates to the reimbursable costs below; and
- Successfully complete the EMAP Accreditation Process under this agreement or subsequent agreement.

DELIVERABLES

When submitting requests for reimbursement, the recipient is required to include the following:

- A signed letter requesting reimbursement to include which fee(s) to be reimbursed IAW Section F in Attachment A (1) and the requested amount;
- The official EMAP invoice(s) attached to the signed letter; and;
- Proof of payment to EMAP for the attached invoice(s).

REIMBURSEMENT OF FUNDS:

Disbursement of funds under this agreement is contingent upon the Recipient working towards, or receiving, EMAP accreditation. If, after receiving funds, the Recipient fails to receive, or is denied accreditation by EMAP, or the Recipient fails to pay funds due to EMAP, all funds dispersed under this agreement will be refunded to the Division, even if the failure to receive EMAP accreditation occurs in a subsequent fiscal year.

Reporting Requirements:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
NA	NA	As Applicable	As Applicable

**FY 2020 – 2021 EMPA AGREEMENT
ATTACHMENT A (1)
ALLOWABLE COSTS AND ELIGIBLE ACTIVITIES – BUDGET DIRECTIONS**

I. CATEGORIES AND ELIGIBLE ACTIVITIES

The 2020 EMPA Funding Guidance allowable costs are divided into the following categories: **Planning, Organization, Equipment, Training, Exercise, and Management and Administration.**

A. 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 DEM 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 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 the Division and the Division's Natural Hazard Planning Manager must approve that plan. As part of any request for reimbursement for planning expenditures, the Recipient must submit the following to the Division:

- Copies of contracts or agreements prior to contracting with consultants or sub-contractors providing services;
- Invoice from any consultant/contractor involved in the planning (Note – grant agreement must be referenced on the invoice);
- Copies of all planning materials and work product (e.g. meeting documents, copies of plans);
- If a meeting was held by Recipient, an agenda and sign-up sheet with meeting date must be included;
- Proof of payment (e.g. canceled check, electronic funds transfer, credit card statement);
- Complete debarment form and/or Sam.gov for any contractors/consultants;
- Proof of purchase methodology (e.g. quotes, sole source, state contract, competitive bid results);
- Invoices and proof of payment for Travel costs (e.g., airfare, mileage, per diem, hotel) related to planning activities.

B. 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). Reimbursable personnel costs include salary, overtime, and backfill, compensatory time off, and associated fringe benefits.

Rules 27P-19.004 and 27P-19.0061, Florida Administrative Code., 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.

Personnel Cost - Rules 27P-11.004, 27P-11.0061, Florida Administrative Code:

Counties with populations of 75,000 or more must have a full-time emergency management director. Counties with populations of less than 75,000 or party to an inter-jurisdictional emergency management agreement entered into pursuant to section 252.38(3)(b), Florida Statutes, that is recognized by the Governor by executive order or rule, are encouraged to have a full-time director. However, as a minimum, such a county must have an emergency management coordinator who works at least twenty (20) hours a week in that capacity. "Full-time Emergency Management Director" means a single professional emergency management program Administrator working full-time as identified in the position description established by the governing body of the jurisdiction.

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

- **Salaries and Fringe Benefits**
 - Copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, and payroll expenditure reports).
- **Utilities (electric, water and sewage)**
- Service/Maintenance agreements (provide vendor debarment and service agreement for contractual services)
- Office Supplies/Materials
- IT Software Upgrades
- Memberships
- Publications
- Postage
- Storage
- **Other Personnel/Contractual Services**
 - 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.
 - Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the grant manager for the Division 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:

- For salaries, provide copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, payroll expenditure reports).
- Expense items need to have copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment. All documentation for reimbursement amounts must be clearly visible and defined (i.e., highlighted, underlined, circled on the required supporting documentation).

C. EQUIPMENT

Provided the cost of the item qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, an item on the FEMA AEL that is specifically coded for the Emergency Management Performance Grant ("EMPG") Program satisfies the minimum level of service for an equipment purchase under this Agreement. If an item qualifies as reasonable and necessary, and if the item is EMPG-coded on the FEMA AEL, then the Recipient does not need to obtain permission from the Division prior to purchasing the item in order to seek reimbursement.

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 the Division prior to purchasing the item. If the Recipient purchases such an item without receiving permission from the Division beforehand, then the Division will not provide any reimbursement for that purchase.

Allowable equipment includes equipment from the following AEL categories:

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

The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs and can be located at <https://www.fema.gov/authorized-equipment-list>.

If Recipients have questions concerning the eligibility of equipment, they shall contact their Grant Manager for clarification.

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

Equipment Acquisition Costs Supporting Documentation

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

D. 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.

- In order to receive payment for successfully attending a training course, the Recipient must provide the Division with a certificate of completion; additionally, the Recipient must provide the

Division with all receipts that document the costs incurred by the Recipient in order to attend the course.

- In order to receive payment for successfully conducting a course, the Recipient must provide the Division with the course sign-in sheet. Additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to conduct the course.
- In order to receive payment for successfully conducting a workshop, the recipient must provide the Division with workshop sign-in sheets and materials used for workshop. Additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to conduct the workshop.

For training, the number of participants must be a minimum of fifteen (15) in order to justify the cost of holding a course. For questions regarding adequate number of participants, please contact the Division State Training Officer for course specific guidance. Unless the recipient receives advance written approval from the State Training Officer for the number of participants, then the Division must reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than fifteen (15) participants.

When conducting a training that shall include meals for the attendees, the recipient shall submit a request for approval to the Division no later than twenty-five (25) days prior to the event to allow for both the Division 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.

Allowable training-related costs include the following:

- **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.
- **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.
- **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.
- **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.
- **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

The Division recognizes the important role that conferences can play in the professional development of emergency managers.

2 C.F.R. §200.432 defines the term conference as "a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award."

Rule 69I-42.002(3), Florida Administrative Code, defines the term conference 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.

For travel to a conference or convention to qualify for reimbursement, the cost must be reasonable and attendance at the conference must be necessary for the successful completion of a task required by this Agreement.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, travel to a conference that complies with the requirements of Rule 69I-42.004, Florida Administrative Code, satisfies the minimum level of service for conference travel under this Agreement.

In pertinent part, Rule 69I-42.004(1), Florida Administrative Code, 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; and
- The request for payment of travel expenses is otherwise in compliance with these rules.

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, Florida Administrative Code, conferences may qualify for reimbursement under this Agreement:

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; and,
- A copy of the travel voucher or a statement that no travel costs were incurred, if applicable.

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. See section 112.061(6)(c), Florida Statutes ("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.

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 absence 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
Section 112.061(6)(b), Florida Statutes, establishes the meal allowance for each meal during a travel period as follows:
\$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.).
Section 112.061(a), Florida Statutes, establishes the per diem amounts:
All travelers are allowed: The authorized per diem for each day of travel; or, If actual expenses exceed the allowable per diem, the amount allowed for meals as provided in s. 112.061(6) (b), F.S., plus actual expenses for lodging at a single occupancy rate.

Per diem shall be calculated using four 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 who 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

The Division 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); and,
- 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 the Division.
 - Absent prior approval from the Division, the cost of any hotel accommodation shall not exceed \$150 per night.

Training Costs Supporting Documentation

- Copies of contracts or agreements with consultants or sub-contractors 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 Conferences must be providing an agenda. 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 the Federal award.

E. 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 AAR/IP and addressed in the exercise cycle.
- **Hiring of Contractors or Consultants.** Contractors or Consultants may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- **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 as 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 the Division no later than twenty-five (25) days prior to the event to allow for both the Division 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 ninety (90) days after completion of an exercise, the recipient must upload to the Division's SharePoint portal at: <https://portal.floridadisaster.org> an After Action Report (AAR) that includes the following:

**An Improvement Plan; and,
A roster of participants.**

F. Emergency Management Accreditation Program (EMAP)

This is a cost-reimbursement agreement for the actual costs associated with EMAP Accreditation, as outlined below and stated on official EMAP invoices. Prior to reimbursement, deliverables are subject to review and acceptance by the Division. The criteria for acceptance of deliverables are based on the most recent regulations, guidelines, or directives related to the particular task and deliverable. The three reimbursable EMAP fees under this agreement are:

- **EMAP Application Fee:** Issued by EMAP after Recipient submits their application for assessment. This fee is currently estimated at \$7500, subject to the actual invoice from EMAP.
- **EMAP On-Site Assessment Fee:** Required by EMAP before the Recipient's on-site assessment. This fee is currently estimated to be between \$10,000 and \$15,000, subject to the actual invoice from EMAP.
- **EMAP Accreditation Fee:** Required by EMAP before Recipient's EMAP Accreditation is granted. This fee is currently estimated to be between \$2000 and \$6000, subject to the actual invoice from EMAP.

G. MANAGEMENT AND ADMINISTRATIVE (M&A)

M&A activities are those defined as directly relating to the management and administration of EMPA Program funds, such as financial management and monitoring. It should be noted that 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.

Management and Administrative Costs Supporting Documentation

- Copies of certified timesheets with employee and supervisor signature documenting hours worked or Division 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."

II. OTHER CRITICAL INFORMATION

A. RULE 27P-19, FLORIDA ADMINISTRATIVE CODE

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

Expenses

In order 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 the Division 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
- 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.

In order 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 the Division prior to incurring that unique cost, then the Division shall reimburse the Recipient for that cost.

Performance

In order 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 the Division shall not provide any reimbursement for that performance.

B. INDIRECT COSTS

Indirect cost 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.

C. 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; and,
- Any local procurement policy.

Per 2 CFR 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.

D. FINANCIAL CONSEQUENCES

Actions to Address Noncompliance:

In the case of any potential or actual noncompliance, The Division may place special conditions on an award per 2 C.F.R. §§ 200.207 and 200.338, Division may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.338, or it may do both. In the event the noncompliance is not able to be corrected by imposing additional conditions or if the recipient refuses to correct the matter, Division may use other remedies allowed under 2 C.F.R. § 200.338. These remedies include actions to disallow costs, recover funds, wholly or partly suspend, or terminate the award, initiate suspension, and debarment proceedings, withhold further federal awards, or take other actions that may be legally available.

Reference: 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

**FY 2020 – 2021 EMPA AGREEMENT
ATTACHMENT A (2)
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 the Division 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 the Division 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: INDIAN RIVER, COUNTY OF
AGREEMENT: A-0090

1. PLANNING	\$
2. ORGANIZATION	\$ 104,550.80
3. EQUIPMENT	\$ 1,255.20
4. TRAINING	\$
5. EXERCISE	\$
6. EMAP	\$23,150.00
6. MANAGEMENT AND ADMINISTRATION	\$
7. TOTAL AWARD	\$ 128,956.00

FY 2020-2021 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 (Contractors and Consultants)			
Supplies			
Travel/per diem related to planning activities			
TOTAL PLANNING EXPENDITURES			\$
Allowable Organization Costs	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits (EM Personnel)	1	\$100,000	\$100,000

Salaries and Fringe Benefits (Contractors and Consultants)			
Utilities (electric, water and sewage)			
Service/Maintenance agreements	1	\$1,188.00	\$1,188.00
Office Supplies/Materials	1	\$3,362.80	\$3,362.80
IT Software Upgrades			
Memberships			
Publications			
Postage			
Storage			
TOTAL ORGANIZATION EXPENDITURES			\$ 104,550.80
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			
CBRNE Logistical Support Equipment 19AF-01-MOB- Ramps	4	\$298.40	\$1,193.60
Other authorized equipment costs			
21GN-00-OCEQ - EOC Equipment & Supplies (provide description of EOC equipment & supplies)			
16AC-04-VETS-Equipment and Supplies	2	\$30.80	\$61.60
TOTAL EQUIPMENT EXPENDITURES			\$ 1,255.20
Allowable Training Costs	Quantity	Unit Cost	Total Cost

Salaries and Fringe Benefits (EM Personnel)			
Salaries and Fringe Benefits (Contractors and Consultants)			
Develop, Deliver Training			
Workshops and Conferences			
Certification/Recertification of Instructors			
Travel			
Supplies			
Overtime and Backfill			
TOTAL TRAINING EXPENDITURES			\$
Allowable Exercise Costs	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits (EM Personnel)			
Salaries and Fringe Benefits (Contractors and Consultants)			
Design, Develop, Conduct and Evaluate an Exercise in accordance with HSEEP standards			
Exercise Planning Workshop			
Travel			
Supplies			
Overtime and Backfill			
TOTAL EXERCISE EXPENDITURES			\$0.00
Allowable EMAP Costs	Quantity	Unit Cost	Total Cost
EMAP Application Fee	1	\$5,500.00	\$5,500.00
EMAP On-Site Assessment Fee	1	\$14,150.00	\$14,150.00
EMAP Accreditation Fee	1	\$3,500.00	\$3,500.00
TOTAL EMAP EXPENDITURES			\$23,150.00
Allowable Management and Administration Costs (Up to 5% of total award)	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits (EM Personnel)			
TOTAL MANAGEMENT AND ADMINISTRATION EXPENDITURES			\$0.00
TOTAL EXPENDITURES			\$128,956.00

REVISION DATE: _____