

Meeting Date
October 10, 2017



AGENDA	
Section	Consent
Item No.	<i>II.C.7</i>

AGENDA REPORT
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Agreement with Florida Division of Emergency Management FY 2017/2018 Emergency Management Preparedness & Assistance Grant of \$115,806.00
DEPT/OFFICE:	18-BG-## Brevard County Emergency Management

Requested Action:

It is requested that the Board of County Commissioners approve and authorize the Chair to execute the 2017/2018 Emergency Management Preparedness & Assistance Grant agreement.

It is further requested that the Board authorize the County Manager or his designee to submit and execute any additional changes, documents or budget actions, as well as any amendments to the grant contract.

Summary Explanation & Background:

The Emergency Management department has received a grant agreement for the Emergency Management Preparedness & Assistance grant for \$115,806.00 to provide for emergency management operations. This is a reimbursable grant.

The Florida Division of Emergency Management has allocated \$115,806.00 in grant funding from the Emergency Management Preparedness & Assistance grant (EMPA). A portion of these funds will be utilized to offset compensation and benefits costs for Emergency Management office personnel, and the remaining funds will be utilized for operations and planning functions and equipment within Emergency Management. The grant funds are restricted by grant terms as to how they may be used.

Fiscal Impact: \$115,806.00 in revenue to Emergency Management

Contact: Kimberly Prosser, Emergency Management Director
 Phone/e-mail: X56670; Kimberly.prosser@brevardfl.gov

*MISSING
 the whole
 2nd PAGES rec'd
 from the
 County this
 way*

Clerk to the Board Instructions:

Exhibits Attached:

Contract /Agreement (If attached): Reviewed by County Attorney Yes No PR

Frank Abbate, County Manager *[Signature]*

Department Director / Extension
 Kimberly Prosser *[Signature]*
 Emergency Management Director
 X56670



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

October 11, 2017

MEMORANDUM

TO: Kim Prosser, Emergency Management Director

RE: Item II.C.7., Agreement with Florida Division of Emergency Management for FY 2017-2018 Emergency Management Preparedness and Assistance Grant of \$115,806.00

The Board of County Commissioners, in regular session on October 10, 2017, approved and authorized the Chairman to execute the 2017-2018 Emergency Management Preparedness and Assistance Grant of \$115,806.00; and authorized the County Manager or his designee to submit and execute any additional changes, documents, or budget actions, as well as any amendments to the Grant Agreement. Enclosed is the executed Grant Agreement.

Upon execution by Florida Division of Emergency Management, please return a fully-executed Grant Agreement to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/kp

Encl. (1)

cc: Contracts Administration
Finance
Budget

STATE-FUNDED GRANT AGREEMENT

BASE GRANT

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 **Brevard County**, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- The Division has the authority to grant these funds to the Recipient upon the terms and conditions below; and,
- 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. This Agreement involves "state financial assistance," as that term is defined in section 215.97(2)(r), Florida Statutes.
- B. This Agreement involves a "Base Grant", defined by Rule 27P-19.002(1), Florida Administrative Code, as "those funds allocated in accordance with the formula in Rule 27P-19.005, F.A.C., as a minimum allocation to County Emergency Management Agencies."
- C. As defined by Rule 27P-19.002, Florida Administrative Code, the term "Division" means "the Division of Emergency Management, Executive Office of the Governor."
- D. Under this Agreement, the Division serves as the "State awarding agency" as that term is defined by section 215.97(2)(q), Florida Statutes.
- E. Under this Agreement, the term "Recipient", as defined by section 215.97(2)(o), Florida Statutes, means a "nonstate entity that receives state financial assistance directly from a state awarding agency." As defined by Rule 27P-19.002(12), Florida Administrative Code, the term "Recipient" also means "an Applicant that is offered and accepts an award from the Division."
- F. The Recipient is a "County Emergency Management Agency," as that term is defined by Rule 27P-19.002(3), Florida Administrative Code.
- G. As required by section 215.97(5)(a), Florida Statutes, this Agreement provides the recipient with "information needed by the recipient to comply with the requirements of" the Florida Single Audit Act.
- H. As required by section 215.971(1), Florida Statutes, this Agreement includes:

David Lyon
1746 Cedar Street
Rockledge, FL 32955
Telephone: 321-637-4088
Fax: 321-633-1738
Email: david.lyon@brevardfl.gov

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 Program Budget and Scope of Work, Attachments A and C of this Agreement.

7. PERIOD OF AGREEMENT

This Agreement shall begin **July 1, 2017** and shall end on **June 30, 2018**, unless terminated earlier in accordance with the provisions of Paragraph (16) of this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

8. FUNDING

A. This is a cost-reimbursement Agreement, subject to the availability of funds. In accordance with Rule 27P-19.010(4), Florida Administrative Code, the Division shall reimburse the Recipient on a quarterly basis.

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. 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..."

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) 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

year, the Recipient shall include all sources of State financial assistance, including State funds received from the Division, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

F. In accordance with section 215.97(8)(f), Florida Statutes, the Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

G. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, then 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.

H. If the Recipient expends less than \$750,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

I. As required by section 215.97(5)(d), Florida Statutes, the Recipient shall provide the Division with "one copy of each financial reporting package prepared in accordance with" the requirements of the Florida Single Audit Act.

J. As defined by section 215.97(2)(e), Florida Statutes, the term "financial reporting package" means the Recipient's "financial statements, Schedule of Expenditures of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on followup of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes" of the Florida Single Audit Act.

K. In addition to the information listed in paragraph 10I above, the financial reporting package shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

L. Copies of financial reporting packages required by the Florida Single Audit Act shall be submitted by or on behalf of the Recipient directly to each of the following:

- (1) The Division of Emergency Management at the following addresses:
Division of Emergency Management

12. MONITORING

A. Rule 27P-19.010(9), Florida Administrative Code, expressly states: "The Division shall be permitted to inspect and monitor the records and facilities of funded projects and award recipients. Such inspections may occur without notice at any reasonable time, which shall be presumed to be normal business hours on Monday through Friday."

B. 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 C to this Agreement, and reported in the quarterly report.

C. In addition to reviews of audits conducted in accordance with paragraph 10 above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/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 contract term 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 performance 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 Recipient 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 any contract.

(b) Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

(c) Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question;

(d) Require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible; or,

(e) Exercise any other rights or remedies which may be available under law.

B. 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.

C. 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 days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

B. 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 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 the Agreement.

D. In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the 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 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. PROCUREMENT

A. As required by Rule 27P-19.010(7), Florida Administrative Code, the Recipient "shall comply with all applicable procurement rules and regulations in securing goods and services..."

subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Recipient as quickly as possible within the three (3) business day window outlined above. If the Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

(1) Terminate this Agreement in accordance with the provisions outlined in paragraph 16 above; and,

(2) Refuse to reimburse the Recipient for any costs associated with that subcontract.

F. The Recipient agrees to include in any subcontract the following:

(1) The subcontractor is bound by the terms of this Agreement;

(2) The subcontractor is bound by all applicable state and federal laws and regulations; and,

(3) 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.

G. The Recipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

H. The Recipient shall conduct any procurement under this agreement in a manner providing full and open competition. Accordingly, the Recipient shall not:

(1) Place unreasonable requirements on firms in order for them to qualify to do business;

(2) Require unnecessary experience or excessive bonding;

(3) Use noncompetitive pricing practices between firms or between affiliated companies;

(4) Execute noncompetitive contracts to consultants that are on retainer contracts;

(5) Authorize, condone, or ignore organizational conflicts of interest;

(6) Specify only a brand name product without allowing vendors to offer an equivalent;

(7) Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

B. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of 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 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.

All payments relating to the Agreement shall be mailed to the following address:

Brevard County Emergency Management
1746 Cedar Street
Rockledge, FL 32955

20. REPAYMENTS

A. 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
Tallahassee FL 32399-2100

B. In accordance with Section 215.34(2), Florida Statutes, 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

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

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

H. In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment I) for each intended subcontractor which 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.

I. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

J. 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.

K. 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.

L. 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.

M. 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.

22. LOBBYING PROHIBITION

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

B. No funds or other resources received from 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

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

ENTER RECIPIENT NAME HERE IN BOLD: BREVARD COUNTY

By: 

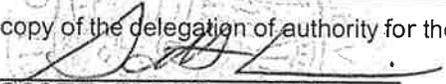
Name and title: Curt Smith, Chair

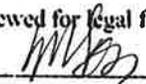
Date: October 10, 2017

FID# 59-6000523

DUNS# _____

Include a copy of the delegation of authority for the signatory, if applicable.

ATTEST: 
SCOTT ELLIS, CLERK

Reviewed for legal form and content:

(Assistant) County Attorney

Approved by Board 10/10/17

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Michael Kennett, Deputy Director (by authority from the Director)

Date: _____

FY 2017 BUDGET DETAIL WORKSHEET - ELIGIBLE ACTIVITIES
(Not limited to activities below)

Allowable Planning Costs	Quantity	Unit Cost	Total Cost
Emergency Management/Operation Plan			
Communications Plans			
Continuity/Administrative Plans			
Whole Community Engagement/Planning			
Resource Management Planning			
Evacuation Planning			
Recovery Planning			
Credentialing and Validation			
Hiring of full or part-time staff or contractors/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)			
Materials required to conduct planning activities			
Travel/per diem related to planning activities			
Overtime and backfill costs			
TOTAL PLANNING EXPENDITURES			\$
Allowable Operational Costs	Quantity	Unit Cost	Total Cost
Hiring of full or part-time staff or contractors/consultants (temporary employees, student or graduate assistant fellowships, part time academic employment, consultants and other services)			
Overtime and backfill costs			
Utility (electric, water and sewage)			
Telephone Bills (landlines, cellular and satellite)			
Internet Services			
Maintenance agreements for equipment or series			
Supplies			
Software and Upgrades			
Computers, printers, copiers and fax machines			
Radios			
Satellite telephones			
Storage and shelving for storage			

TOTAL EXERCISE EXPENDITURES			\$
Allowable Training Costs	Quantity	Unit Cost	Total Cost
Develop, Deliver and Evaluate Training			
Overtime and backfill for emergency preparedness and response personnel attending sponsored and approved training classes			
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in approved training			
Training Workshops and Conferences			
Full or Part-Time Staff or Contractors/Consultants			
Certification/Recertification of Instructors			
Travel			
Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment)			
Instructor certification/re-certification			
Coordination with Citizen Corps Councils in conducting training.			
TOTAL TRAINING EXPENDITURES			\$
Eligible Equipment Acquisition Costs	Quantity	Unit Cost	Total Cost
Personal protective equipment			
Information technology			
Cybersecurity enhancement equipment			
Interoperable communications equipment			
Detection Equipment			
Power equipment			

ATTACHMENT B
ALLOWABLE COSTS AND ELIGIBLE ACTIVITIES

2 CFR Part 200:

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, 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; and,
- Serves a unique population.

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

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.

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 shall not provide any reimbursement for that purchase.

Of note, AEL 21GN-00-OCEQ (Equipment and Supplies, Information/Emergency Operations/Fusion Centers) provides authorization for the purchase of equipment and supplies that are necessary to establish and maintain an Emergency Operations Center.

MYTEP without receiving permission from the Division beforehand, then the Division shall not provide any reimbursement for that training or exercise.

Any request to conduct, participate in, or attend a training or exercise that is not listed on the Recipient's Division-approved MYTEP shall include an updated MYTEP that specifically includes the requested training or exercise. If the request to conduct, participate in, or attend a training or exercise that is not listed on the Recipient's Division-approved MYTEP does not include an updated MYTEP, then the Division shall deny the request.

Training:

The Recipient can successfully complete an authorized course either by attending or by conducting that course.

- In order to receive payment for successfully attending an authorized training course, the Recipient must provide the Division with a certificate of course 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 an authorized course, the Recipient must provide the Division with the course materials and a roster 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."
- For courses that are non-DHS approved training, the Recipient must request approval to conduct training using the Non-TED Form and provide a copy, along with email, showing approval granted for conduct.
- For the conduct of training workshops, the Recipient must provide a copy of the course materials and sign-in sheets.

Further guidance concerning the TEP and the TEPW can be found at <http://www.fema.gov/exercise>. Training shall 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.

Allowable training-related costs include the following:

- **Funds Used to Develop, Deliver, and Evaluate Training.** This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training shall 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, shall be identified in the Multi-year TEP 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 Analysis Design Development and Implementation Evaluation (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 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. 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.

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, and disposable protective equipment).
- **Implementation of HSEEP.** This refers to costs related to developing and maintaining an exercise program consistent with HSEEP.
- **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.

Unauthorized exercise-related costs include:

- 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, Sign-In sheets, Agenda, Rosters;
- Receipts and proof of payment (e.g. canceled check, electronic funds transfer confirmation, credit card statement and payment to credit card company for that statement) for supplies expenditures (e.g. copying paper, gloves, tap, etc.);
- Invoices and proof of payment for Travel costs (e.g., airfare, mileage, per diem, hotel) related to exercise activities; and,
- Proof of purchase methodology (e.g. sole source, state contract, competitive bid results).

No later than 90 days after completion of an exercise, the recipient shall 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.

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:

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.); and,
- \$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 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.

- Complete Debarment form for any contractors/consultants;
- Proof of purchase methodology (e.g. 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; and,
- If billing for overtime and/or backfill, provide documentation that list attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee.

Operational:

EMPA Program funds may be used for all emergency management operations, staffing, and other day-to-day activities in support of emergency management. Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable costs with EMPA program funds.

The quarterly minimum acceptable standard is to have the qualified staffing level for the county based upon Rules 27P-11.004 and 27P-11.0061 (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 costs 27P-11.004, 27P-11.0061:

- (1) 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 interjurisdictional emergency management agreement entered into pursuant to Section 252.38(3)(b), F.S., 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 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.
- (2) The county must have an emergency management program that has been approved by the Division of Emergency Management. Program approval shall require: compliance with appropriate federal and state laws, rules and regulations; satisfactory completion of work elements of the previous year; and, a current proposal containing work elements commensurate with the needs of that county and a proposed budget.

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

- Salary and Benefits
- Expenses
- Utility (electric, water and sewage) and Telephone Bills (landlines, cellular, and satellite)
- Internet Service
- Maintenance Agreements for equipment or services (reimbursement can only be claimed for services within the Agreement period)
- General Office Supplies
- Memberships and Conference Travel as it relates to the Scope of Work
- Software and upgrades
- Publications and Training Materials
- Postage
- Apparel for identification of Emergency Management Staff in the field
- Fuel for Emergency Management vehicles
- Food/Beverages for activations (must have Governor's Executive Order or a declared Local State of Emergency or prior approval from DEM/DFS)
- Travel to/from meetings and conferences related to emergency management
- Travel to training and/or exercises related to emergency management
- Other Personal/Contractual Services

ATTACHMENT C SCOPE OF WORK

BACKGROUND:

Emergency Management, Preparedness, and Assistance (“EMPA”)

In 1993, in the aftermath of Hurricane Andrew, the Florida Legislature passed C.S.S.B. No. 1858, entitled “Disaster and Emergency Preparedness – Trust Fund.” In addition to modifying other statutory sections, the legislation created sections 252.371 through 252.373, Florida Statutes.

Section 252.371, Florida Statutes, establishes the Emergency Management, Preparedness, and Assistance (“EMPA”) Trust Fund, which the Division administers. Section 252.372, Florida Statutes, imposes:

- An annual \$2 surcharge on “every homeowner’s, mobile home owner’s, tenant homeowner’s, and condominium unit owner’s policy”; and,
- An annual \$4 surcharge on “every commercial fire, commercial multiple peril, and business owner’s property insurance policy.”

In accordance with Section 252.372, Florida Statutes, all proceeds from the surcharges “shall be deposited in the [EMPA] Trust Fund...” Section 252.373, Florida Statutes, provides for the allocation of monies from the EMPA Trust Fund, authorizes the Division to promulgate rules, and establishes minimum requirements.

Emergency Management an Innate Responsibility

Section 252.38, Florida Statutes, states: “Safeguarding the life and property of its citizens is an innate responsibility of the governing body of each political subdivision of the state.”

Definitions

- Emergency

Section 252.34(4), Florida Statutes, defines the term “emergency” as “any occurrence, or threat thereof, whether natural, technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.”

- Emergency Management

Section 252.34(5), Florida Statutes, defines the term “emergency management” as “the preparation for, the mitigation of, the response to, and the recovery from emergencies and disasters.”

- County Emergency Management Agency

Rule 27P-19.002(3), Florida Administrative Code, defines the term “County Emergency Management Agency” as “one of the sixty-seven (67) emergency management agencies authorized, established and maintained by each county pursuant to Section 252.38, [Florida Statutes].”

- Base Grant

Rule 27P-19.002(1), Florida Administrative Code, defines the term “base grant” as “those funds allocated in accordance with the formula in Rule 27P-19.005, F.A.C., as a minimum allocation to County Emergency Management Agencies.”

Base Grant Funds

TASKS & DELIVERABLES:

Task One: All-Hazards County Emergency Management Agency

Throughout the period of this Agreement, the Recipient shall administer an all-hazard, county emergency management agency that includes preparedness, mitigation, response, and recovery components and capabilities.

Pursuant to Section 252.38(1)(c), F.S., 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), F.S., then the Recipient shall employ either:

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

Task One Deliverables:

In order to demonstrate successful completion of Task 1, the Recipient shall submit to the Division the following:

- For quarter 1, the following certification: "As required by Rule 27P-19.004(1), Florida Administrative Code, and as a condition precedent to receiving any funds under this Agreement, the Recipient certifies its commitment to continuously employ and maintain a full-time County Emergency Management Agency Director or a part-time County Emergency Management Agency Coordinator consistent with subsections 27P-19.005(4) and (5), Florida Administrative Code.";
- For quarters 1, 2, 3, and 4, the quarterly report outlined in Attachment D;
- For quarters 1, 2, 3, and 4, and for each category listed below, the Recipient must identify at least one employee of the Recipient who is responsible for that area (this can include any employee of the County, not just an employee of the County Emergency Management Agency):
 - Preparedness;
 - Response;
 - Recovery;
 - Mitigation; and,
 - Finance (to include procurement).
- For quarters 1, 2, 3, and 4, timesheets or paystubs for a full-time County Emergency Management Director or a part-time Coordinator if a part-time coordinator is authorized under Rule 27P-19.004(3), F.A.C.; and,
- For quarter 2, all employees of the County Emergency Management Agency, and any employee identified in subparagraph 3 above, shall upload into the Division's SERT TRAC the course

Task Two - 24-7 Emergency Operations Response Capabilities

Throughout the period of this Agreement, the Recipient shall maintain the capability to respond to all hazards, 24 hours a day, 7 days a week.

Task Two Deliverables:

In order to demonstrate successful completion of Task 2, the Recipient shall submit to the Division the following:

- For quarters 1, 2, 3, and 4, proof that, at least 10 times each quarter, the Recipient has successfully participated in the Division's weekly communication tests;
- For quarters 1, 2, 3, and 4, proof that the Recipient satisfied the Statewide Mutual Aid requirements contained in Attachment E;
- For quarters 1, 2, 3, and 4, proof that the Recipient satisfied the Geospatial Information Systems (GIS) requirements contained in Attachment F;
- For quarters 1, 2, 3, and 4, proof that the Recipient satisfied the Hurricane Shelter Retrofit requirements contained in Attachment G; and,
- For quarters 1, 2, 3, and 4, proof that the Recipient satisfied the Logistics requirements contained in Attachment H.

level of funding. Requests for reduction shall also be accompanied by financial data for the previous three years indicating: the level of county funding for the County Emergency Management Agency budget; budget detail regarding all individual items of the County Emergency Management Agency budget; and the proposed level of funding, for all budget items, if the reduction is authorized by the Division. All requests for match reduction shall be submitted no later than forty-five (45) days after the county budget has been approved by the governing body of the jurisdiction, or the opportunity to request shall be waived.

In lieu of submitting physical copies of the Local Budget Match Requirement Form and the County Emergency Management Local Budget via mail, the Recipient may upload those documents to the Division's SharePoint portal at: <https://portal.floridadisaster.org>. If the Recipient chooses to upload those documents to SharePoint, then the Recipient shall annotate that fact on its quarterly report. As long as the information uploaded to SharePoint is current and accurate, the Recipient does not need to upload those documents more than once.

REIMBURSEMENT CONDITIONS:

Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient on a quarterly basis for the documented costs incurred during the successful completion of the task(s) required by this Agreement. However, the following limitations shall apply:

- In any quarter, the Division shall not reimburse the Recipient for an amount that exceeds 40% of the overall amount authorized by this Agreement; and,
- The cumulative amount of reimbursement for quarters 1, 2, and 3 shall not exceed 85% of the overall amount authorized by this Agreement.

If extraordinary circumstances exist, then the Recipient can request permission from the Division to exceed the 40% cap for a particular quarter. However, under no circumstances shall the cumulative reimbursement amount for quarters 1, 2, and 3 exceed 85% of the overall amount authorized by this Agreement.

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:

- A 10% reduction of the overall amount authorized by this Agreement.

The Division shall apply the penalty each quarter during which the Recipient fails to successfully complete each of the required tasks. During this Agreement, up to four penalties may be imposed; and, each penalty shall be applied cumulatively.

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.

Contractual Point of Contact	Programmatic Point of Contact
Joshua Bradt FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4348 Joshua.bradt@em.myflorida.com	Karen Lyons FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4325 karen.lyons@em.myflorida.com

- The Division shall determine eligibility of projects and approve changes in Scope of Work.
- The Division shall administer the financial processes.

ATTACHMENT F
GEOSPATIAL INFORMATION SYSTEMS (GIS)

Geographical Information - The Recipient shall upload current GIS Data to the Division's SharePoint portal at: <https://portal.floridadisaster.org>. Current Geospatial Information Systems (GIS) data includes:

- Location and attribute information of all fire rescue, law enforcement, public safety and emergency service stations; and,
- Location and attribute information of other critical facilities as deemed necessary by the County Emergency Manager.

Attribute information shall include: facility name, facility type, physical address, and USNG coordinates OR Latitude/Longitude in decimal degrees (only one or the other is required).

NOTES:

- Instead of reviewing the spreadsheet, an export from a county GIS department may be submitted. Zipped shapefiles or geodatabases may be extracted from a county GIS system and uploaded to the SharePoint portal.
- If a county maintains a GIS data download website, that URL may simply be provided.
- If counties have no changes since the last agreement period, a statement of "no change" shall be submitted via the SharePoint portal.
- Critical facility inventory spreadsheets provided shall contain more facility types than are required to be reviewed.

ATTACHMENT H LOGISTICS

Logistics - The Recipient shall upload a current County Logistics strategy/plan that is consistent with recommended guidance found in the County Logistics and Points of Distribution (POD) Standard Operating Guide (SOG) (CEMP 2355 of 2006) into the Division's SharePoint portal at:

<https://portal.floridadisaster.org>. The strategy/plan shall include, but is not limited to the following:

- A. County Logistics Section organization and partners.
- B. Gap Analysis of identifying necessary resources (people/teams, locations/facilities, equipment and commodities; and the Mission Management Process on how the county accesses and dispatches those resources (Contracts, MOU's, Mutual Aid, State Assistance, Federal Assistance).
- C. County Government Emergency Fuel Strategy (ESF 12).
- D. How the County coordinates with private business and industry in meeting emergency community resource needs (ESF 18).
- E. List of local vendors, with which the Recipient has a Memorandum of Agreements or contracts that shall provide resources in an emergency (Can be an Annex to the Plan and need only be updated every three years unless changes are made).
- F. Location, survey forms and attributes information for County Logistics Staging Areas (Can be an Annex to the Plan and need only be updated every three years unless changes are made).
- G. Location and attribute information for County Points of Distribution (POD) sites and Comfort Stations (Can be an Annex to the Plan and need only be updated every three years unless changes are made).

**ATTACHMENT J
JUSTIFICATION OF ADVANCE PAYMENT**

RECIPIENT:

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

[]	ADVANCE REQUESTED	
	Advance payment of \$ _____	is requested.
	Balance of _____	
	payments will be made on a reimbursement basis. These	
	funds are _____	

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

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)
